

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING AND WORKSHOP

Meeting, Workshop, and/or Executive Session Agenda

6:00 PM - Tuesday, August 6, 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--Valerie Tankersley, Mayor Pro-Tem

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

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

(2) Invocation--Pastor Michael Orr, Saginaw Church of Christ

(3) Audience Participation--On the Video Screen

(4) Consent Agenda

(a) Action regarding Minutes, July 23, 2019--Janice England, City Secretary

(b) Action regarding Building Improvement Grant Agreement with Cecelia Fierro (124 W. McLeroy Blvd)--Alora Wachholz, CECd, Director of Economic Development

(c) Action regarding Building Improvement Grant Agreement with Chuck Bratton (136 W. McLeroy Blvd)--Alora Wachholz, CECd, Director of Economic Development

(5) Consideration and Action regarding Additional Services Agreement No. 1 to LaTerra Studio for Design of Willow Creek Park Playground Additions--Rick Trice, P.E., Director of Public Works

(6) Recess into Workshop--Valerie Tankersley, Mayor Pro-Tem

(7) FY19/20 Budget Workshop: General Fund and Debt Service Fund--Gabe Reaume, City Manager

(8) Reconvene Back into Regular Session--Valerie Tankersley, Mayor Pro-Tem

(9) 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) Evaluate appraisals for multiple properties for possible future city facilities

(10) Adjournment--Valerie Tankersley, Mayor Pro-Tem



City of Saginaw

Meeting Date: 8/6/2019

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, July 23, 2019

BACKGROUND/DISCUSSION:

The minutes of the July 23rd City Council Meeting are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

7-23-19 Minutes

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING,
PUBLIC HEARING AND WORKSHOP
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
JULY 23, 2019**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Tankersley
Councilmember	Charles Beasley
Councilmember	Patrick Farr
Councilmember	Valerie Tankersley
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Dana Shumard, P.E.
City Engineer	Katherine McGill
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Lee Howell
Asst. Police Chief	Russell Ragsdale
Fire Chief	Doug Spears
Fire Division Chief	Scott Craver
Fire Division Chief	Eddy Wood
Director of Public Works	Rick Trice, P.E.
Director of Economic Dev.	Alora Wachholz
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Police Officer	Alex Shelton

Absent from the meeting:

Director of Community Svcs.	Keith Rinehart
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Visitors at the meeting:

Barbara Hawthorne	Harold Hawthorne
William Stegall	Linda Stegall
Barbara Beerling	Adell Conner
Norma Jones	Barbara Carlson
Marian Johnson	Ronda M. Hill
Cindy Conner	Glen Reeves
Dale Reed	Bobby Henson
Nancy Henson	Donna Jones

Debbie Stephens	Shannon Stewart
Marie Lynam	Ally Surface
Kathryn Johnson	Michael Johnson
Carlos Spears	Joey Tubbs
Isaac Turpin	Xzavias Turpin
Chuck Stark	Misty Farr
Seth Snyder	Mason Phelps
Eugene Willman	Roman Romashkin
Stacy Lomeli	Suellen Prince
Tony Ball	Chris Rogers
Chris (no last name)	W. Ball
Mary Ragle	Cheyenne McMillin
Siobhan Lilley	John Tadlock
Dean Baumann	Austin Pittman
Will Bradley	David Walker
John Cook	Malcolm Mitchell
Wesley Dinniston	Megan Johnson
Michael Penninger	Andrew Friedman

(1) Call to Order

Mayor Flipppo called the meeting to order at 6:00 p.m. with a quorum present. The members of Boy Scout Troop #3 led the pledges.

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Pastor Shannon Stewart of the Crossroads Church gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, July 2, 2019

b. Action regarding Approval of Audit Engagement Letter for FY2018/2019

Summary: On June 18th the City Council awarded the bid for professional audit services to Weaver and Tidwell. The audit contract is for a period of two years with the option for three, one year renewals. The audit to be performed for the fiscal year 2018/2019 will be the first year of the contract. The engagement letter explains the services and procedures that will be used for the audit. The cost will be \$45,000 and will be included in the FY2019/2020 budget.

c. Action regarding Authorization of City Manager to execute a Partial Release of Easement and Restrictive Covenants from Atmos Energy Corporation (Atmos) in Willow Creek Park

Summary: On August 7, 2018, the City Council authorized a Food Truck Park and Farmers Market in Willow Creek Park. The project included a new parking lot located on the west side of the park with access proposed off of Longhorn Boulevard. Construction was to be done by Tarrant County Precinct 4. In late 2018, during utility locates for the project, it was discovered that Atmos had a blanket easement, dedicated in 1908, that covered the entire area of the park where the parking lot was proposed. Atmos has a high pressure gas line that runs diagonally through the park. Staff has been working with

Atmos since that time to reduce the easement to 100' in width. The reduction will allow the parking lot construction to go forward as planned. Staff recommends that the Council authorize the City Manager to execute the Partial Release of Easement and Restrictive Covenants from Atmos Energy Corporation.

d. Action regarding Building Improvement Grant Agreement with Frank Riley
(216 E. McLeroy Blvd.)

Summary: On July 2, 2019, the City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application that was submitted on June 19, 2019 by Frank Riley in regards to his property located at 216 E. McLeroy Blvd. The City Council determined in that session to award an amount not to exceed \$3,000 in reimbursable, and matching dollars, for the anticipated improvements as proposed on his application. The contract included in the packet is the realization of that intention. Funds are available in Account 01-6142-13 for this expenditure.

e. Action regarding Building Improvement Grant Agreement with Roger Brandt
(120 W. McLeroy Blvd.)

Summary: On July 2, 2019, the City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application that was submitted on June 27, 2019 by Roger Brandt in regards to his property located at 120 W. McLeroy Blvd. The City Council determined in that session to award an amount not to exceed \$5,000 in reimbursable and matching dollars, for the anticipated improvements as proposed on his application. The contract included in the packet is the realization of that intention. Funds are available in Account 01-6142-13 for this expenditure.

f. Action regarding Building Improvement Grant Agreement with Richard Mittelman
(101 S. Belmont St.)

Summary: On July 2, 2019, the City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application that was submitted on June 14, 2019 by Richard Mittelman in regards to his property located at 101 Belmont St. The City Council determined in that session to award an amount not to exceed \$5,000 in reimbursable and matching dollars, for the anticipated improvements as proposed on his application. The contract included in the packet is the realization of that intention. Funds are available in Account 01-6142-13 for this expenditure.

Councilmember Farr requested that Item 4e and Item 4f be pulled from the Consent Agenda.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to approve Item 4a, Item 4b, Item 4c and Item 4d of the consent agenda as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flipppo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse and Copeland

Against: None

Abstain: None

Absent: None

Councilmember Farr explained that he would be abstaining on both Item 4e and Item 4f because both properties are adjacent to property that he owns.

Motion was made by Councilmember Bighorse with a second by Mayor Pro-Tem Tankersley to approve Item 4e and Item 4f as presented. Motion carried. 6-0-1-0

For: Mayor Flipppo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Tucker, Bighorse and Copeland

Against: None

Abstain: Councilmember Farr

Absent: None

(5) Presentation to the Muscular Dystrophy Association from Saginaw Professional Firefighters Association

Fire Chief Spears stated that he is making this presentation on behalf of the Saginaw Professional Firefighters Association. He explained that on May 14th and 25th, the firefighters collected money through their “Fill the Boot Campaign” for the Muscular Dystrophy Association. He introduced the Association’s MDA Boot Buddy, Wesley Dinniston. Fire Chief Spears, with assistance from the Dinniston Family and members of the Saginaw Professional Firefighters Association, presented a check in the amount of \$5,500 to Megan Johnson, Executive Director of the DFW Area Muscular Dystrophy Association. Ms. Johnson expressed her appreciation.

(6) Recognition of the Saginaw Municipal Court by the Texas Municipal Courts Education Center for Participating in Municipal Court Week

Finance Director Quin stated that the Saginaw Municipal Court participated in Municipal Court Week during the week of November 5, 2018. Municipal Court personnel set up a table in the lobby of City Hall and provided traffic safety materials to visitors. Materials were provided for both children and adults. The Texas Municipal Courts Education Center has recognized them for these traffic safety outreach efforts. Mayor Flippo presented the Municipal Court Staff with a Certificate of Recognition from the Texas Municipal Courts Education Center.

(7) Presentation of Government Finance Officers Association Distinguished Budget Presentation Award to Kim Quin, Finance Director, and Stacy Hernandez-Lomeli, Management Analyst

City Manager Reaume that this is the 32nd consecutive year that the City has received the Government Finance Officers Association Distinguished Budget Presentation Award. He commended Finance Director Quin and Management Analyst Lomeli on their efforts and the receipt of the award. Mayor Flippo presented the award to Finance Director Quin and Management Analyst Lomeli.

(8) PUBLIC HEARING – Consideration and Action regarding a request for approval to amend the 2016 Comprehensive Plan from Office Professional (OP) to Neighborhood Commercial (NC) and to change the Zoning from Office Professional (OP) to Neighborhood Commercial (NC) on approximately 5.93 acres of land out of a portion of Tract 2A, Abstract 1849, A.F. Albright Survey located at the Northeast Corner of N. Knowles Drive and W. McLeroy Blvd.

Mayor Flippo declared the public hearing for this item opened at 6:14 p.m. Director of Public Works Trice explained that this request is to amend the 2016 Comprehensive Plan from Office Professional (OP) to Neighborhood Commercial (NC) and to change the zoning from Office Professional (OP) to Neighborhood Commercial (NC) on approximately 5.93 acres of land located at the northeast corner of Knowles Drive and West McLeroy Blvd. He stated that the intended use is a skilled nursing facility. He added that a Specific Use Permit (SUP) is required and the property is currently not platted. He explained that the plat and request for a SUP will be presented to the City Council at a future meeting. He also stated that the Planning and Zoning Commission considered this request at their meeting on July 9, 2019 and voted unanimously to recommend approval to the City Council.

Mr. Chuck Stark representing the property developer addressed the Council. He explained that the proposed one-story facility will have 120 beds. The projected cost is \$10,000,000 and there will be approximately 100 full time and part time employees. He added that this particular site was selected due to the demographics of the area. He also stated that this facility will not be a long term care facility. He expressed his concern about the roundabout being considered

at the intersection of Knowles Drive and West McLeroy Blvd. He stated that in his opinion this would be detrimental at this location and be hazardous to people trying to access Willow Creek Park.

There was a lengthy discussion regarding the proposed use and zoning. Also discussed was the current Office Professional Zoning on the property and the uses allowed in it. A lengthy discussion followed regarding zoning and specific use permits. Councilmember Farr stated that most visitors in the audience were under the impression that the proposed facility would be a nursing home facility that allows long term care. Mr. Stark stated that the proposed facility will be a rehabilitation facility and not an assisted living facility.

There was concern expressed about taking action on the proposed zoning tonight and considering the SUP at a later date. Mr. Stark explained that typically they present the zoning and SUP at the same meeting and that was their initial intention. However, the SUP and plat were delayed but the public hearing for the proposed zoning had already been advertised for tonight's meeting. He added that he is not opposed to tabling this item and consider it later at the meeting with the SUP and plat. The proposed roundabout and pedestrian safety were mentioned again.

Ms. Dale Reed (800 Palomino Drive) addressed the Council. She explained that she is present tonight to encourage approval of the proposed facility. She added that she would also like to City to pursue a nursing home facility for long term care. She asked Mr. Stark if it would be possible to expand the proposed facility to include long term care. Mr. Stark stated that he did not have the answer to that question tonight but would find out.

Ms. Barbara Beerling, one of two owners of the property, addressed the Council. She stated that it was her understanding that the proposed facility would allow rehabilitation patients to stay up to 100 days (per Medicare) and also allow patients to stay longer if they were private pay. Mr. Stark stated that he would get clarification. Ms. Beerling explained that Saginaw needs a long term care nursing home and also a short term rehabilitation facility.

Mr. Michael Penninger (816 Willow Wood Drive) addressed the Council. He explained that he lives across from the property being discussed. He expressed concern about access to the property for emergency vehicles. He also expressed concern about the facility causing an increase in flooding on his property.

Mayor Flippo called for any additional public input. There was none. He declared the public hearing for this item closed at 6:56 p.m.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to table this item for further discussion. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse and Copeland

Against: None

Abstain: None

Absent: None

(9) Consideration and Action regarding the Sale of Tax Notes

Mr. Andrew Friedman of SAMCO Capital Markets, Inc.(the City's financial advisors) addressed the Council. He explained the option available to the City to issue short term debt in order to maintain capacity in the interest and sinking portion of the tax rate. He explained the financial analysis for this option. A tax note in the amount of \$2,000,000 can be issued to purchase land for future municipal facilities, partially fund the Willow Creek Park

Playground, expansion of the parking lot at the Police Department, and roadway improvements. There was a lengthy discussion regarding the proposed sale of tax notes, the current debt rate, and the bond election proposed for May 2020.

Motion was made by Councilmember Copeland with a second by Mayor Flippo to approve the ability to sell the tax notes as discussed. Motion carried. 4-3-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Tucker and Copeland

Against: Councilmembers Beasley, Farr, and Bighorse

Abstain: None

Absent: None

(Councilmember Farr left the meeting due to a conflict of interest regarding Item 10 and Item 11.)

Item 10 and Item 11 were discussed together due to the funding in Item 11 being related to the award of the contract in Item 10.

(10) Consideration and Action regarding Award of Contract for Willow Creek Park Playground
(Willow Creek Station)

Director of Public Works Trice explained that on April 17, 2018, the Council passed Resolution 2018-13 authorizing a budget appropriation of \$178,675 to Project Dream Play toward the completion of the Willow Creek Park Playground. Project Dream Play is a 501(c)3 non-profit organization that initiated vision for the project and raised funds in support of it. On January 15, 2019, the Council authorized a contract in the amount of \$32,500 with La Terra Studio for the design of the Willow Creek Park Playground.

Director of Public Works Trice explained that Item 11 addresses the funding agreement with Project Dream Play. The agreement includes the following: Project Dream Play will contribute to the City a total of \$143,000 to the project with \$83,500 paid within 15 days of the award of the contract; Project Dream Play will contribute \$59,000 to the City within 15 days after completion and final acceptance of the project; and it authorizes the City Manager to spend up to \$8,000 for project elements related to the project including a ground breaking ceremony and a grand opening event.

Director of Public Works Trice stated that bids for the Willow Creek Park Playground (Willow Creek Station) were opened on June 11, 2019. A total of five bids were received. La Terra Studio reviewed the bids and determined Grod Construction, LLC to be the lowest responsible bidder with a bid in the amount of \$482,484.50. He explained that funds in the amount of \$146,175 are budgeted in the Parks Department Budget, Account 01-7000-07, Capital Outlay/Special Request. Project Dream Play's contribution will be \$143,000. The remaining amount of \$193,309.50 will come from the General Fund Undesignated Fund balance. He added that staff's recommendation is to award the contract to Grod Construction LLC.

Mayor Pro-Tem Tankersley pointed out that the proposed park is all inclusive which means that all children will be able to get on the grounds but it does not mean that all children will be able to use the equipment. She expressed her concern that children that are bound to wheelchairs will not be able to access the proposed equipment. She stated there are 2,300 children in the school district that have disabilities. Of those 2,300, 32 use a wheelchair and 18 of those aren't able to get out of their wheelchairs. She explained that she is in favor of the park but is very concerned that the

wheelchair bound children will only be able to get on the grounds and play the few games that are integrated into the equipment.

Ms. Ally Surface, Vice President of Project Dream Play, addressed the Council. She explained that the proposed park will provide a space where children of all abilities can learn from each other through unstructured play without limitations. Mayor Pro-Tem Tankersley suggested that items be added to the park that would accommodate wheelchairs. City Manager Reaume explained that the surface of the park is what allows all children to access the park. He added that the surface is the most expensive part of the project. He explained that if the Council wishes to add items at an additional cost that can be done. He recommended that the contract for the park be awarded tonight as designed and at the direction of the Council, the staff can present a change order at a future meeting to accommodate the additional items. Director of Public Works Trice explained that he researched some items that would be accessible for wheelchairs and items are roughly \$30,000 each.

Motion was made by Mayor Pro-Tem Tankersley with a second by Councilmember Beasley to award the contract for Willow Creek Park Playground to Grod Construction, LLC. In the amount of \$482,484.50 with the addition of a change order for wheel chair accessible equipment in an amount not to exceed \$70,000 as discussed. Motion carried. 6-0-1-0

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

Against: None

Abstain: Councilmember Farr

Absent: None

(11) Consideration and Action regarding Agreement with Project Dream Play regarding Willow Creek Park Playground (Willow Creek Station)

This item was discussed during Item 10.

Motion was made by Mayor Pro-Tem with a second by Councilmember Beasley to approve the agreement with Project Dream Play regarding Willow Creek Park Playground (Willow Creek Station). Motion carried. 6-0-1-0

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

Against: None

Abstain: Councilmember Farr

Absent: None

(Councilmember Farr returned to the meeting.)

(12) Recess into Workshop

Mayor Flippo declared the meeting recessed into Workshop at 7:56 p.m.

(13) FY19/20 Budget Workshop: Enterprise Fund and Enterprise Escrow Fund

Finance Director Quin gave a presentation regarding the Enterprise Fund and the Enterprise Escrow Fund. She explained the anticipated revenues and expenses for the fiscal year 2019/2020. She stated that the City of Fort Worth has indicated that there will be a 10.49% decrease in water rates and a 3.44% decrease in wastewater rates. The proposed fiscal year 2019/2020 budget will include a 5% water rate decrease and no change in the wastewater rates.

(14) Knowles Drive Conceptual Plan Update

Dana Shumard, P.E., of Kimley-Horn & Associates gave a brief overview of the Knowles Drive conceptual plan. The project will include Knowles Drive from Longhorn Road to Edwards Drive. There was some concern expressed about the possibility of a roundabout being placed at the intersection of Knowles Drive and West McLeroy Blvd.

(15) Master Parks Plan Concept

Katherine McGill of Kimley-Horn & Associates gave a brief overview of the Master Parks Plan Concept. She discussed the individual parks and cost estimates for improvements.

(16) Capital Improvements Plan Update

Dana Shumard, P.E., of Kimley-Horn & Associates presented the 2019 Capital Improvements Plan Update. The update included population, water, wastewater, drainage, community facilities, parks, and streets.

(17) Discussion of Strategic Plan—Annual Action Plan

City Manager Reaume called the Council's attention to the proposed Annual Action Plan included in the Council packets. He explained that this proposed plan is related to the annual budget and will be discussed at the Council budget workshop on Saturday, August 10th.

(18) Reconvene back into Regular Session

Mayor Flipppo declared the meeting back in Regular Session at 9:13 p.m.

(19) Executive Session

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

a. Any Posted Item

1 § 551.087. Texas Government Code. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including:

- a. Building Improvement Grant Applications—124 W. McLeroy Blvd. Suite A; 124 W. McLeroy Blvd. Suite B; and 136 W. McLeroy Blvd.

Mayor Flippo declared the meeting recessed into Executive Session at 9:13 p.m.

Mayor Flippo declared the meeting back in Regular Session at 9:34 p.m.

(14) Adjournment

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

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse and Copeland

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of July 23, 2019 adjourned at 9:34 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 8/6/2019

Staff Contact: Alora M. Wachholz
CEcD - Director of Economic
Development

Agenda Items: (4)(b)

E-mail: AloraW@saginawtx.org

Phone: 817.230.0331

SUBJECT:

Action regarding Building Improvement Grant Agreement with Cecelia Fierro (124 W. McLeroy Blvd)

BACKGROUND/DISCUSSION:

On Tuesday, July 23, 2019, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application that was submitted on July 17, 2019 by Cecelia Fierro in regards to her property located at 124 W. McLeroy Blvd, in Saginaw.

The City Council determined in that session to award an amount not-to-exceed \$4,810.50 in reimbursable, and matching dollars, for the anticipated improvements as proposed on her application. The included contract under consideration herein is the realization of that intention.

FINANCIAL IMPACT:

Maximum of \$4,810.50 from Account # 01-6142-13-00 Building Improvement Grants

RECOMMENDATION:

NA

ATTACHMENTS:

Description

BIG Program Policy

BIG Program Contract - Cecelia Fierro

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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Building Improvement Grant Program Agreement

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

WITNESSETH:

WHEREAS, the Property Owner is the owner of property located at 124 W. McLeroy Boulevard, 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 \$4,810.50 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:

Cecelia Fierro
124 W. McLeroy Blvd
Saginaw, TX 76179

If intended for City, to:

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

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

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

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

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

(k) Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

City of Saginaw, Texas

By:

Todd Flipppo, Mayor,

Attest:

By:

City Secretary

Executed on this _____ day of _____, 20 .

Property Owner

By: _____

Name:

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: 124 W. Mc Le Roy Suite A							
B	Estimated Begin Work Date: 8-10-19 (ASAP) Estimated Completion Date: 10-1-19 ASAP							
C	Years in business at this location: 4 YRS							
D	Reason for requesting grant: interior Renovation							
2	ELIGIBILITY OF PROPERTY							
	Yes	No	Item	Notes				
A	☒	☐	Within the City?	• Yes				
B	☒	☐	Commercially zoned?	• Yes				
C	☒	☐	Tax Paying entity?	• ST PAS. to, LLC				
D	☒	☐	City taxes in good standing?	• Yes				
E	☐	☒	No City liens existing?	• No				
F	☒	☐	Proof of ownership provided?	• Yes				
G	☐	☒	Outstanding code violations?	• No				
H	☒	☐	Frequency of Grants OK?	• In accordance with Section 3.1.8				
3	ELIGIBILITY OF BUSINESS							
	Yes	No	Item	Notes				
A	☒	☐	Business taxes in good standing?	• Yes				
B	☐	☐	If not owner, authorization provided?	•				
4			Enhancements	Total Cost	Policy Max %	Policy Max \$	Amount Requested	Amount Approved
A			Facade: (Section 4.3)	\$	50 %	\$5,000	\$	\$
B			Interior Renovation: (Section 4.4)	\$	50 %	\$5,000	\$	\$
			• Replace cracked window	1003. ⁰⁰			501.50 ⁰⁰	
C			Landscaping: (Section 4.5)	\$	50 %	\$5,000	\$	\$
			• Irrigation System	4350. ⁰⁰			2175. ⁰⁰	
D			Lighting: (Section 4.6)	\$	50 %	\$5,000	\$	\$
E			Parking / Driveways: (Section 4.7)	\$	50 %	\$5,000	\$	\$
			• PARKING lot Striping	350. ⁰⁰			175. ⁰⁰	
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	\$	\$
			• Insulation R-36	3119. ⁰⁰			1559. ⁵⁰	
I			Demolition: (Section 4.11)	\$	50 %	\$5,000	\$	\$
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	☒	☐	Transportation Corridors including; Saginaw Blvd, Bailey Boswell Rd, Old Decatur Rd, Blue Mound Rd (west side), McLeroy Blvd;	• 124 W. McLeroy Saginaw Tx. 48129
B	☐	☐	Downtown	•
	Yes	No	Preferred Business?	Notes
C	☒	☐	Retail	• El Pasito, LLC
D	☒	☐	Restaurants	•
E	☒	☐	Professional Office	• MetLife Auto & Home
F	☐	☐	Industrial and manufacturing	•
G	☐	☐	Any sales-tax generating business	•
6 ATTACHMENTS / EXHIBITS				
	Yes	No	Item	Notes
A	☒	☐	Ownership documentation	•
B	☒	☐	Photos of existing conditions	•
C	☐	☐	Drawing, renderings, plans of the proposed enhancements	•
D	☒	☐	Written description of the enhancements including building materials and color schemes	• need to replace cracked picture window. Quote attached.
E	☒	☐	Construction cost estimate	• 1003.00
F	☐	☐	Copy of the signed lease agreement	• If Applicant is not property owner
G	☐	☐	Written support of the grant application from the owner	• If Applicant is not property owner
7 CONTRACTOR INFORMATION				
A	Contractor for: El Pasito, LLC - Picture Window			
	Company Name: Home Depot			
	Contact Person: Joseph Fiepel		Title: Sales	
	Address:			
	Wk Phone: 480 225-6891		Cell:	Fax:
	Email:		Website:	
B	Contractor for: El Pasito, LLC - Irrigation System			
	Company Name: Mowman Lawn Service			
	Contact Person: Ryan Bowman		Title: owner	
	Address: 2653 Blue Mound			
	Wk Phone: 313 9329105		Cell:	Fax:
	Email:		Website:	
C	Contractor for: El Pasito, LLC Parking Lot Striping			
	Company Name: Semper Fi Striping			
	Contact Person: James		Title: Sales	
	Address:			
	Wk Phone: 254 4348259		Cell:	Fax:
	Email:		Website:	
D	Contractor for: El Pasito, LLC Insulation R-36			
	Company Name: ARS			
	Contact Person: Bill Trask		Title: Energy Consultant	
	Address: 3403 E John Carpenter Freeway			
	Wk Phone: 817 5938200		Cell: 972 757-9843	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.																	
<table border="1"> <thead> <tr> <th>Property Owner</th> <th>Applicant / Business Representative</th> </tr> </thead> <tbody> <tr> <td>Company: El Pasito, LLC</td> <td>Company: El Pasito, LLC</td> </tr> <tr> <td>Signed: Cecelia Fierro</td> <td>Signed: Cecelia Fierro</td> </tr> <tr> <td>Name: Cecelia Fierro</td> <td>Name: Cecelia Fierro</td> </tr> <tr> <td>Title: Owner</td> <td>Title: Owner</td> </tr> <tr> <td>W: 682-220-7608 C:</td> <td>W: 682-220-7608 C:</td> </tr> <tr> <td>EM: cfierro@metlife.com</td> <td>EM: cfierro@metlife.com</td> </tr> <tr> <td>Address: 124 W. McLeary Saginaw TX 76179</td> <td>Address: 124 W. McLeary Saginaw TX 76179</td> </tr> </tbody> </table>			Property Owner	Applicant / Business Representative	Company: El Pasito, LLC	Company: El Pasito, LLC	Signed: Cecelia Fierro	Signed: Cecelia Fierro	Name: Cecelia Fierro	Name: Cecelia Fierro	Title: Owner	Title: Owner	W: 682-220-7608 C:	W: 682-220-7608 C:	EM: cfierro@metlife.com	EM: cfierro@metlife.com	Address: 124 W. McLeary Saginaw TX 76179	Address: 124 W. McLeary Saginaw TX 76179
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Address: 124 W. McLeary Saginaw TX 76179	Address: 124 W. McLeary Saginaw TX 76179																	

Date: 07/11/2019 Sales Consultant: Joseph Feipel Sales Consultant Phone #: (480) 225-6689	Branch: Dallas Customer Support Center: 1800 HOME-DEPOT Joseph Feipel : R-I-128533-13-00418 License(s):
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INSTALLATION ADDRESS: 124 West McLeroy Boulevard Fort Worth TX 76179 Job #: 1-MDYPXV2

PURCHASER(S):	Work Phone	Home Phone	Cell Phone
Cecelia Fierro	(682) 220-7608		

Quote Name: 6500 series

Your Project Price

	Total	Monthly*
Product Price:	\$854.00	
Install Price:	\$149.00	
Your Best Price:	\$1003.00	\$15.63

This is a price quote and does NOT constitute a Sales Contract

The total investment (including discount amounts) is valid until the promotion expires, ask sales consultant for details.

The Home Depot Price will expire on 08/10/2019

Licensed, insured and trusted experts from measurement to installation to cleanup

Team of dedicated professionals assigned to oversee every step of your project

The Home Depot stands behind your job; labor, materials and your satisfaction guaranteed by The Home Depot

Quote Name: 6500 series

Purchaser's Name: Cecelia Fierro

Job#: 1-MDYPXV2

PROJECT SPECIFICATIONS

1 Simonton 6500 2 Panel Slider

2 Panel Slider, White Int. Finish, White Ext. Finish, Standard , W- 69, H- 54, UI- 123

Job Level and Labor Options

1-Miscellaneous Labor, 1-Window/Door Wrap

Promotional Offer:

\$149 per basic window installation pricing only applies to installation labor for special order window products installed through The Home Depot®. Valid for in-home contracts signed 07/11/2019 through 07/17/2019 in participating markets. Cannot be combined with any other offer or promotion except current credit promotion(s). Products and services vary by store and/or market area. Some products may not be available in some markets and certain products are excluded including select SPRs. Applicable to single-family residential homes only. Offer only applies to windows. Home Depot local Service Providers are background checked, insured, licensed and/or registered. License or registration numbers held by or on behalf of Home Depot U.S.A., Inc. are available at homedepot.com/licensenumbers or at the Special Services Desk in The Home Depot store. State specific licensing information includes: AL 51289, 1924, AK 25084, AZ ROC252435 & ROC092581, AR 0228160517, CA 602331, CT HIC.533772, DC 420214000109, FL CRC046858, CGC1514813, GA RBC0005730, HI CT-22120, IA C091302, ID RCE-19683, LA 557308, 43960 and 883162, MA HIC.112785, MD MHIC No. 85434, MI 2101089942 & 2101198586, MN BC147263, MS, R00304, MT 37730, NE 26085, NV 38686, NJ 13VH09277500, NM 86302, NC 31521, ND 29073, PA PA002232, OR 95843, Home Depot is a Registered Rhode Island General Contractor whose Registration Number is 9480, SC GLG110120, TN 47781, UT 286936-5501, VA 2705-068841A, WA HOMED088RH, WI 1046796 and WV WV036104. ©2017 Home Depot Product Authority, LLC. See sales associate for full list of product exclusions and other ~~Credit Offer~~ that may apply or call 1-800-HOMEDEPOT. Void where prohibited.

No Interest If Paid In Full Within 12 Months* On Any Installed Roofing, Siding, Windows, Insulation, Gutter, and Leaf Protection Purchases That Total \$5000 or More on The Home Depot Consumer Credit Card. Interest will be charged to your account from the purchase date if the purchase balance (including premiums for optional credit insurance) is not paid in full within 12 months. Valid 2/1/18-1/31/19.

*With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% – 26.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

Project Loan:

*With credit approval for qualifying purchases. Interest only payments are required during the first 6 months and are based upon a 7.99% Annual Percentage Rate. After the first 6 months, the balance is amortized over 84 months at a 7.99% Annual Percentage Rate. Period begins at approval.

Monthly Payment Calculations:

Equal to Project Amount X 0.0156 (based on an assumption of 84 months and 7.99% APR from Home Depot Project Loan).

Contractor Licenses:

For a list of contractor license numbers, visit the Special Services Desk or homedepot.com/licensenumbers

Questions or Concerns? If The Home Depot and its authorized service provider are unable to answer Customer's questions, Customer may contact The Home Depot at www.MyHomeDepotProject.com or call our Customer Support Center at 1-877-903-3768



MowMan Lawn Service
 2653 Blue Mound Rd W F108
 Haslet, Texas 76052
 Office Phone: (817) 932-9105
 invoice@mowmanlawnservice.com

Billing Address
 Cecilia Fierro
 124 W. McLeroy
 Suite C
 Saginaw, TX 76179

Estimate

Estimate Number: E190712934
Estimate Date: Jul 12, 2019
Payment Terms: Payment 15
 days after
 invoice date
Estimate Amount: 4,350.00
Created By: Ryon Bowman

Shipping Address
 Irrigation Installation

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1598	Residential Irrigation System	6.00	500.00		3,000.00
1868	Underground Boring	1.00	1,100.00		1,100.00
1802	Design/Permit	1.00	250.00		250.00

Subtotal: \$ 4,350.00
Estimate Amount \$ 4,350.00

July 16, 2019

SEMPER FI STRIPING

Semper Fi Striping

Rep: James
Phone: (254)434-8259
Email: semperfistriping@gmail.com

Met Life Saginaw, TX

#0524

Parking Lot Striping

(13) Yellow 4" Parking Lines @ 18'
(1) New Layout

TOTAL: \$350.00**Parking Lot Preparation**

Removal of all existing debris, dirt, and residue from concrete surface to help with proper adhesion and paint longevity.

All invoices are due by the 30th day after completion. All past due invoices will be charged 18% annual interest.

Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

Mobilization Clause: Work areas are expected to be clear or cleared along the way. For any reason a crew must be demobilized and remobilized, due to obstructed work areas, there will be \$150.00 added to the final invoice for each day a problem occurs.

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions outlined are satisfactory and are hereby accepted. You are authorized to do the work as specified. Unpaid invoices will be subject to collection & attorney's fees. Please sign and return the original copy of this proposal for a Job Contract

COMPANY _____

BY _____

DATE _____

PRINT NAME _____

An Equal Opportunity Employer

Customer Name: CECELIA FIERRO
 Customer ID: 124 W. McLEROY SAGINAW 76179
 Date: 7 / 16 / 2019

(214) 637-7700
 info@efficientattic.com
 www.efficientattic.com



Insulation

Living Space 1869 Existing Type DOWN
 Garage Yes ☒ No ☐ Existing Level 4th
 Decked Area 40
 Total Area 1686 - 143' VAULT

Loose-fill Insulation

Add 8 in. / R-19 Add 10 in. / R-25
 Price Per sf. 1.65 1.65
 Subtotal \$2781 \$3119

Batt Insulation

R-5 Add OR MINIMUM 5"
 Price \$1.15 \$1939
 Subtotal + 249

Baffles

Regular
 Metal 4' / 8'

Light Dams

Attic Access Covers \$249

R-30 R-34
 Insulation Total \$2781 \$3119

Accepted by: + 249 + 249

Acceptance, Authorization and Acknowledgement

You mean the customer identified above. Agreement means this Agreement between You and Efficient Attic Systems (EAS), which includes this page, the General Terms and Conditions appearing on the reverse of this page, Installation Diagram and Specifications and any other documents attached to or otherwise made a part of this Agreement. By signing below, You authorize Efficient Attic Systems to perform installation services (installation) specified in this Agreement. This Agreement supersedes all prior written or verbal representations by Efficient Attic Systems, Installer, or anyone else. Do not sign this Agreement if blank, incomplete or missing any attachments. By signing below, You acknowledge You have read, understand and accept this agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect your legal rights. This estimate is valid for 60 days of estimate. Homeowners are required to remove items of value from their attic space. EAS will attempt to cover all remaining items but is not responsible for overspray or mist that may adhere to items in the attic space.

Ventilation

Intake

Soffit Vents 1st Story 2nd Story
 Size
 Install
 Recut / Replace
 Price
 Subtotal

Painting (Homeowner supplies paint)

Price
 Subtotal

Exhaust

Ridge Vent Shingle Color
 Linear ft. Vent Color
 Price Roof Pitch
 Subtotal

Vent Type
 Number
 Price
 Subtotal
 (Homeowner supplies electrical work)

Ventilation Total

Submitted by: Bru TRASK
 Signature: 972 757 9845

Radiant Barrier

Roof Pitch Decking
 Lathes Yes / No

Living Space

Garage Yes / No 5,000 on top.
 Inaccessible
 Total Area

Pitch Factor
 Lathes Factor
 Attic Decking
 Additional Area
 Total Area
 Price / sf.
 Subtotal

Radiant Barrier Total

Other

Package or Product C, B, A, FINS, RBS, Vent

Install Total \$

Install Date / /
 Arrival Time : am / pm

*Any changes to payment method must be made prior to ins Ventilation Total.

*EAS Installers cannot change payment or method.

*EAS Installers cannot accept cash.

Customer Name: CECELIA FIERRO 76179
 Customer ID: 124 W. MCCLEROY BLVD SAGINAW
 Date: 7 / 16 / 2019

Notes:



(214) 637-7700
 info@efficientattic.com
 www.efficientattic.com



682 220 7608

1869 (ALL)

HVAC Make _____ Difficult Access Yes / No
 Model _____ Entrance Type _____
 Heat Type Gas / Electric / Heat Pump Count _____
 Storage Yes / No Garage Access Yes / No
 Parking Recommendations: _____

FRONT OF BUILDING

Existing Attic Efficiency Rating

Ventilation

Existing Intake = 2 GABUS sq inches

HUD Requirement = _____ sq inches

Intake Rating = _____ %

Air Flow Blockage = _____ %

Existing Exhaust = 7

HUD Requirement = _____

Exhaust Rating = _____ %

Insulation

Existing Insulation = _____

DOE Recommended = 4"

Insulation Rating = 12-20 %

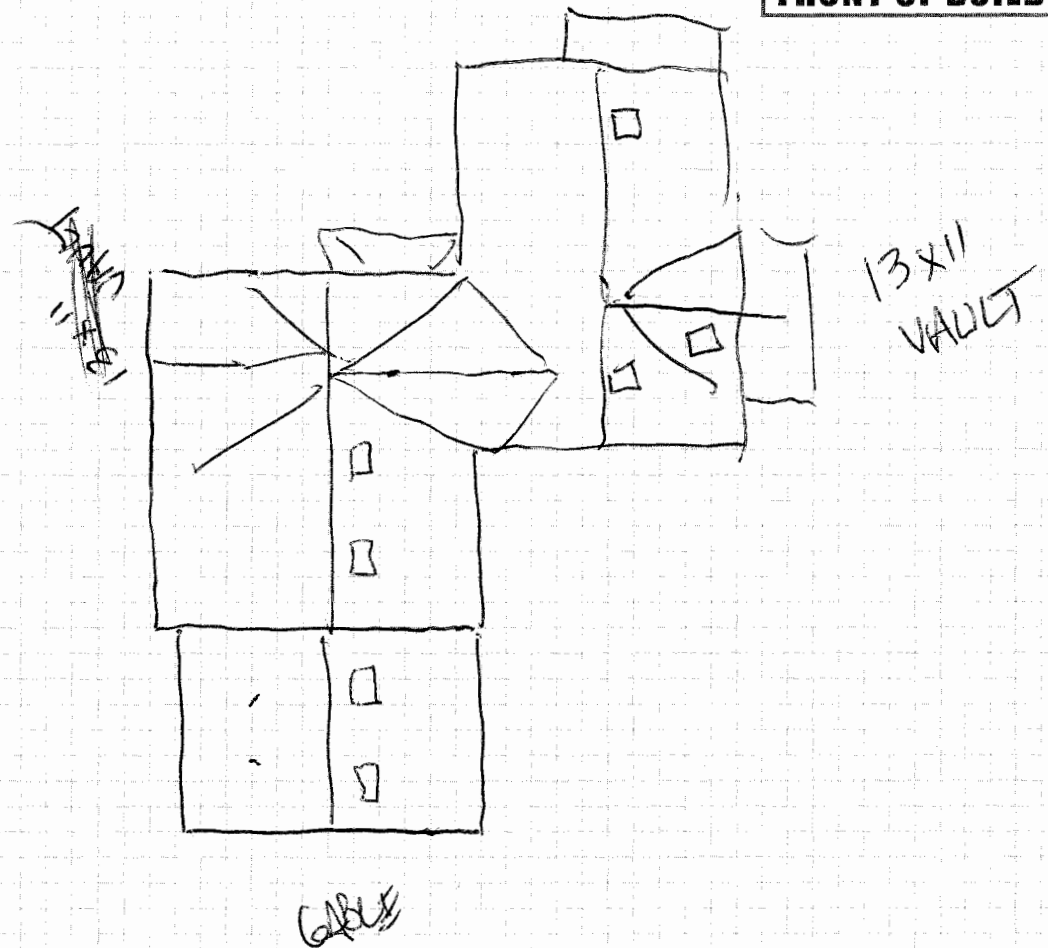
Infrared Protection

Shaded Area = _____ %

Existing Barrier or IRCC = _____ %

Infrared Protection Rating = _____ %

Existing Attic Efficiency Rating = _____ %



DEED OF TRUST

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# 6000171500798
 LOAN ORIGINATOR'S NAME:
 BILL DAVENPORT
 NMLS ID#: 762586

LOAN ORIGINATION COMPANY'S NAME:
 STAR BANK OF TEXAS
 NMLS INSTITUTION ID#: 409689

Date: **JULY 1, 2015**

Grantor: **EL PASITO, LLC, A TEXAS LIMITED LIABILITY COMPANY**

Grantor's Mailing Address: **124 W. MCCLEROY BLVD., SAGINAW, TEXAS 76179**

Trustee: **RUSS RICHARDSON**

Trustee's Mailing Address: **3930 BOAT CLUB ROAD, FORT WORTH, TEXAS 76136**

Lender: **STAR BANK OF TEXAS**

Lender's Mailing Address: **P.O. BOX 137029, FORT WORTH, TEXAS 76136**

Obligation

Note

Date: **JULY 1, 2015**

Original principal amount: **\$165,000.00**

Borrower: **EL PASITO, LLC, A TEXAS LIMITED LIABILITY COMPANY**

Lender: **STAR BANK OF TEXAS**

Maturity date: **JULY 1, 2020**

Property (including any improvements): **BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE CITY OF SAGINAW, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.**

Prior Lien: **SUBORDINATE TO THE FOLLOWING: NONE.**

Other Exceptions to Conveyance and Warranty:

THIS CONVEYANCE IS MADE SUBJECT TO THE ENCUMBRANCES ON SCHEDULE "B" OF THE TITLE COMMITMENT ATTACHED HERETO AND MADE A PART HEREOF. IF NO SCHEDULE "B" IS ATTACHED, THEN 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, RESERVATIONS, 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 SHOWN OF RECORD AND ARE VALID AND SUBSISTING.

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to-

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency. Grantor shall not enter into any agreement with any third party for the payment of the ad valorem taxes imposed on the property or authorize, in any manner, the transfer of the lien for such taxes to any third-party;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Lender, an insurance policy that-

- a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
- b. contains an 80 percent coinsurance clause;
- c. provides all-risk coverage;
- d. protects Lender with a standard mortgage clause;
- e. provides flood insurance at any time the Property is in a flood hazard area; and
- f. contains such other coverage as Lender may reasonably require;
5. comply at all times with the requirements of the 80 percent coinsurance clause;
6. deliver the insurance policy to Lender within ten days of the date of this deed of trust and deliver renewals to Lender at least fifteen days before expiration;
7. obey all laws, ordinances, and restrictive covenants applicable to the Property;
8. keep any buildings occupied as required by the insurance policy; and
9. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
10. notify Lender of any change of address.

B. Lender's Rights

1. Lender or Lender's mortgage servicer may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the insurance policy either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may:
 - a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
 - b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
 - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

- If directed by Lender to foreclose this lien, Trustee will-
1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
 2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
 3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
 4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.
5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's

licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

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

11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

14. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

17. The term *Lender* includes any mortgage servicer for Lender.

18. Grantor represents that this deed of trust and the Note are given for the following purposes:

The Note is given as a part of the purchase price of the Property, and this Deed of Trust is in addition to the vendor's lien retained in a Deed given to Grantor securing the payment of the indebtedness described herein; and it is expressly agreed that the same shall not operate as a waiver of the lien created by this Deed of Trust, it being agreed that said lien and rights created by this instrument shall be cumulative and in addition to said vendor's lien above mentioned, and that the owner or holder of the above described indebtedness may foreclose under either or both of said liens, as the owner or holder may elect, without waiving the other; said deed above mentioned, together with its record, being herein referred to and made a part of this instrument.

Without limiting the other requirements contained herein, Grantor has taken, and shall continue to take until the indebtedness is fully repaid and each and all of the obligations are satisfied in full, such measures as are required by any and all Anti-Terrorism Laws to assure that the funds invested in Grantor and/or used to make payments on the Indebtedness or the Obligations are derived from: (a) transactions and sources that do not violate any Anti-Terrorism Laws nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction from which they originated; and (b) permissible sources under Anti-Terrorism Laws or, to the extent such funds originate outside the United States, under the laws of the jurisdiction from which they originated. If Lender reasonably believes that Grantor, Guarantor (if any), any other party, or any affiliate of any such parties may have breached any of the representations, warranties, or covenants set forth in this Deed of Trust or the other loan documents relating to any Anti-Terrorism Laws or the identity of any person or entity as a Prohibited Person, then Lender shall have the right, with or without notice to Grantor, to: (1) notify the appropriate governmental authority and to take such action as such governmental authority or applicable Anti-Terrorism Laws may direct, (2) withhold Loan advances and segregate the assets constituting the Loan or any of Grantor's funds or assets deposited with or otherwise controlled by Lender pursuant to the Loan Documents; (3) decline any payment (or deposit such payment with an appropriate United States governmental authority or court) or decline any prepayment or consent request; and/or (4) declare an event of Default and immediately accelerate the Loan in connection thereof. Grantor agrees that none of Grantor, Guarantor, nor any other party will assert any claim (and hereby waives, for itself and on behalf of such other parties, any claim that they may now or hereafter have) against Lender or any of its affiliates, successors, assigns, representatives, or agents from any form of damages as a result of any of the foregoing actions, regardless of whether Lender's reasonable belief is ultimately demonstrated to be accurate.

Grantor agrees that no membership or a portion thereof or other beneficial interest in Grantor may be sold or transferred without the prior written consent of Beneficiary, it being understood that the consent of Beneficiary required hereby may be refused by Beneficiary in its sole discretion or may be predicated upon any terms, conditions and covenants deemed advisable or necessary in the sole discretion of Beneficiary, including, without limitation, the right to change the interest rate, date of maturity or payments of principal and/or interest on the Note.

THE UNDERSIGNED AGREE THE HEREIN DESCRIBED PROPERTY SHALL NOT BE SOLD, ASSUMED OR CONVEYED WITHOUT THE WRITTEN CONSENT OF THE HOLDER OF THE NOTE HEREIN DESCRIBED, AND IN THE EVENT THE HEREIN DESCRIBED PROPERTY IS SOLD, ASSUMED OR CONVEYED WITHOUT FIRST HAVING OBTAINED SUCH WRITTEN CONSENT, THEN IN THAT EVENT THE UNDERSIGNED MAKERS AGREE THAT THE HOLDER OF THE NOTE HEREIN DESCRIBED MAY AT ITS OPTION DECLARE THE SAID INDEBTEDNESS WHOLLY DUE AND PAYABLE.

IT IS SPECIFICALLY AGREED THAT THIS DEED OF TRUST SECURES HOLDER IN THE PAYMENT OF ANY AND ALL INDEBTEDNESS EXISTING OR HEREAFTER TO BECOME OWING BY GRANTOR TO LENDER.

This Deed of Trust is effective as of the date first above written.

EL PASITO, LLC, A TEXAS LIMITED LIABILITY COMPANY

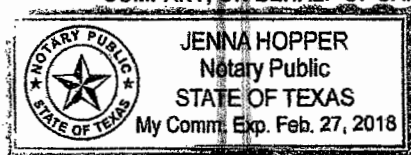
BY: Cecelia Fierro

(Acknowledgment)

THE STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on the 1 day of July, 2015, by Cecelia Fierro OF EL PASITO, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY.



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

AFTER RECORDING RETURN TO:
STAR BANK OF TEXAS
P.O. BOX 137029
FORT WORTH, TEXAS 76136

PREPARED IN THE LAW OFFICE OF:
BEADLES, NEWMAN & LAWLER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
3500 HULEN STREET, SUITE 200
FORT WORTH, TEXAS 76107-6812



A. FINAL SETTLEMENT STATEMENT (HUD-1)



Alamo Title Company

B. Type of Loan

1. ☐ FHA	2. ☐ RHS	3. ☒ Conv. Unins.	6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
4. ☐ VA	5. ☐ Conv. Ins.		6000171500798-JH		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

(6000171500798/ 32)

D. Name and Address of Borrower: El Pasito LLC 3601 NE Loop 820 Suite 105 Fort Worth, TX 76137	E. Name and Address of Seller: HVS Corporation 304 W McLeroy Blvd. Saginaw, TX 76179	F. Name and Address of Lender: Star Bank of Texas P O Box 137029 Fort Worth, TX 76136
G. Property Location: 124 W. McLeroy Blvd Saginaw, TX 76179 Tarrant County, Texas ARMENDARIS, JUAN SURVEY	H. Settlement Agent: Alamo Title Company 6060 Azle Ave, Ste 200 Lake Worth, TX 76135 Place of Settlement: Alamo Title Company 6060 Azle Ave Ste 200 Lake Worth, TX 76135	I. Settlement Date: July 1, 2015 Disbursement Date: July 1, 2015

J. Summary of Borrower's Transaction	
100. Gross Amount Due from Borrower	
101. Contract sales price	195,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	4,964.99
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross amount due from Borrower	199,964.99
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	1,000.00
202. Principal amount of new loan(s)	165,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209. Seller Credit for Owner's Title Policy	1,471.05
Adjustments for items unpaid by seller	
210. City/Town taxes	
211. County taxes 01/01/15 to 07/02/15	1,508.43
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total paid by/for Borrower	168,979.48
300. Cash at Settlement from/to Borrower	
301. Gross amount due from Borrower (Line 120)	199,964.99
302. Less amount paid by/for Borrower (Line 220)	(168,979.48)
303. CASH FROM BORROWER	30,985.51

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	195,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross amount due to Seller	195,000.00
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	6,027.45
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507. Dep. disbursed as proceeds	
508.	
509. Seller Credit for Owner's Title Policy	1,471.05
Adjustments for items unpaid by seller	
510. City/Town taxes	
511. County taxes 01/01/15 to 07/02/15	1,508.43
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total reduction amount due Seller	9,006.93
600. Cash at Settlement from/to Seller	
601. Gross amount due to Seller (Line 420)	195,000.00
602. Less reductions due Seller (Line 520)	(9,006.93)
603. CASH TO SELLER	185,993.07



FINAL HUD-1, ATTACHMENT

Settlement Date: July 1, 2015	Escrow no.: ATD-17-6000171500798
Disbursement Date: July 1, 2015	Escrow Officer: Jenna Hopper
Settlement Agent: Alamo Title Company (817)237-8110	Place of Settlement: 6060 Azle Ave Ste 200 Lake Worth, TX 76135
Borrower : El Pasito LLC 3601 NE Loop 820 Suite 105 Fort Worth, TX 76137	Seller : HVS Corporation 304 W McLeroy Blvd. Saginaw, TX 76179
Lender : Star Bank of Texas P O Box 137029 Fort Worth, TX 76136	Property: 124 W. McLeroy Blvd Saginaw, TX 76179 Tarrant County, Texas ARMENDARIS, JUAN SURVEY

Title Services

Description	Borrower	Seller
Line 1101 Detail -		
Payee: Alamo Title Company		
Title services and lender's title insurance		
Title services and lender's title insurance - E Recording Fee	13.50	6.50
Payee: Alamo Title FBO National TaxNet		
Title services and lender's title insurance - Tax Certificate		50.95
Line 1101 Total:	13.50	57.45
Line 1102 Detail -		
Payee: Alamo Title Company		
Settlement or closing fee - Escrow Fee	425.00	100.00
Line 1102 Total:	425.00	100.00
Line 1103 Detail -		
Payee: Alamo Title Company		
Owner's title insurance	1,401.00	
T-3 Amendment of Survey Exception for T-1 (T-3 or Deletion)	70.05	
Line 1103 Total:	1,471.05	
Line 1104 Detail -		
Payee: Alamo Title Company		
Not Yet Due and Payable Tax Amendment	5.00	
T-17 Planned Unit Development \ ALTA Form 5-Planned Unit Development \ CLTA Form 115.2	25.00	
T-19 Restrictions, Encroachments, Minerals, Easements (Commercial Mtg) \ ALTA Form 9-Restrictions, E	123.50	
T-30 Amendment of Tax Exception (T-30, T-3 or deletion)	20.00	
T-36 Environmental Protection Lien End \ ALTA	25.00	
8.1-Environmental Protection		
Lender's title insurance	100.00	
Line 1104 Total:	298.50	
Total Title Services:	2,208.05	157.45

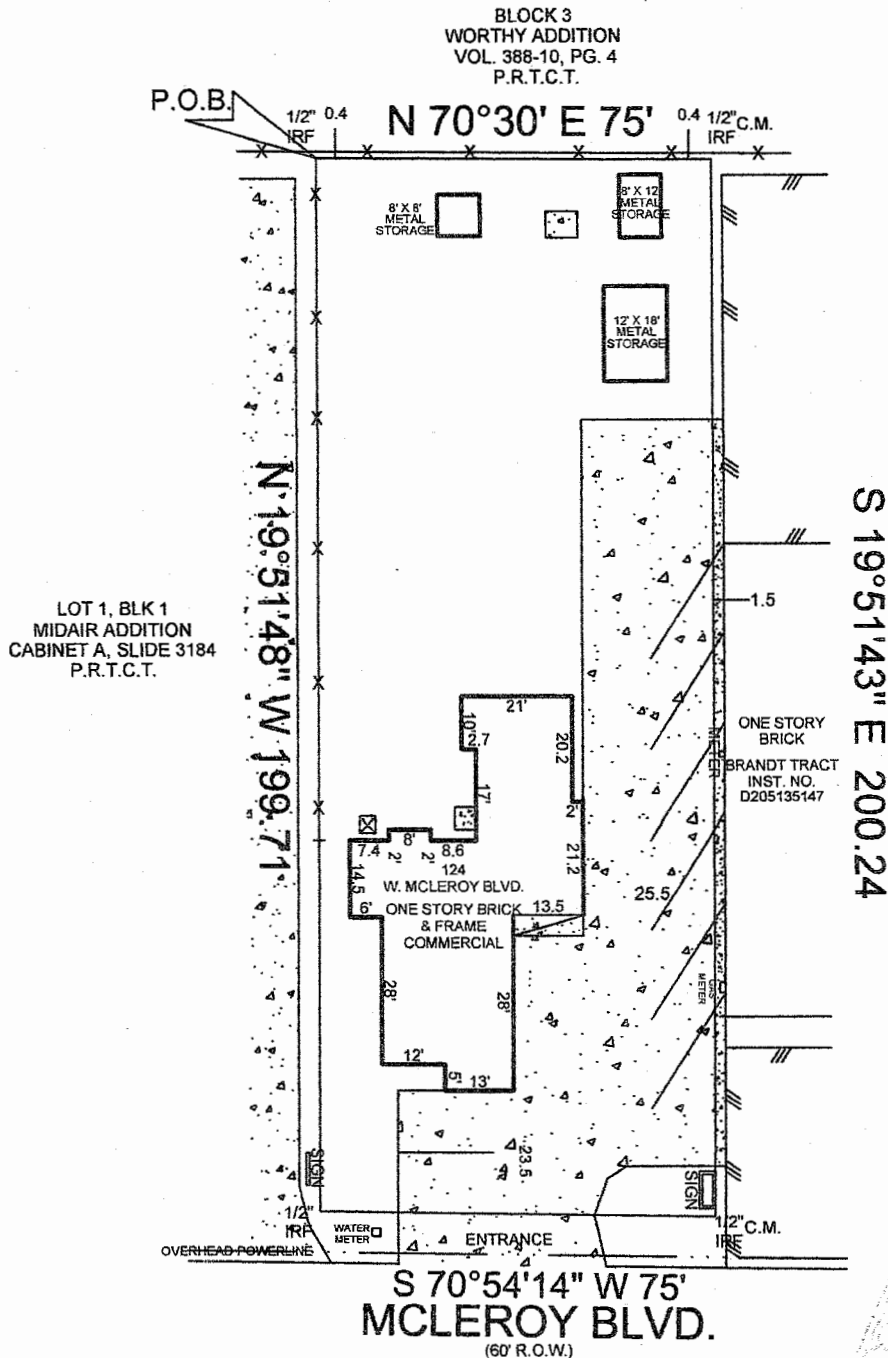
Additional Disbursements from Broker's Commissions

The following persons, firms or corporations received a portion of the real estate commission amount:

THENCE SOUTH 70 DEGREES 54 MINUTES 14 SECONDS WEST, 75.0 FEET ALONG THE COMMON LINE BETWEEN MCCLEROY BOULEVARD AND THE LAKE COUNTRY BAPTIST CHURCH TRACT TO A 1/2" REBAR ROD FOUND FOR THE SOUTHWEST CORNER OF THE LAKE COUNTRY BAPTIST TRACT AND THE SOUTHEAST CORNER OF THE SAID BURNS TRACT;

THENCE NORTH 19 DEGREES 51 MINUTES 48 SECONDS WEST, 199.71 FEET ALONG THE COMMON LINE BETWEEN THE LAKE COUNTRY BAPTIST CHURCH TRACT AND THE BURNS TRACT TO THE POINT OF BEGINNING AND CONTAINING 0.34 OF AN ACRE OF LAND, MORE OR LESS.

EXHIBIT A: BIG GRANT APPLICATION - CECELIA FIERRO



LEGEND		
CONCRETE	FENCING	C.M. - CONTROL MONUMENT
COVERED	AC PAD	B.L. - BUILDING LINE
BRICK	ASPHALT	U.E. - UTILITY EASEMENT
	WOOD DECK	IRF - IRON ROD FOUND
	STONE	IR6 - IRON ROD SET
		R.O.W. - RIGHT OF WAY

SURVEY ONLY VALID WITH ORIGINAL SEAL AND SIGNATURE

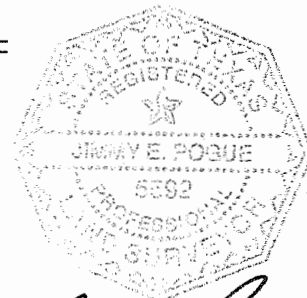
THE PLAT HEREON IS A REPRESENTATION OF THE PROPERTY, AS DETERMINED BY ON THE GROUND SURVEY. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF ABOVE GROUND BUILDINGS AND ABOVE GROUND IMPROVEMENTS ARE AS SHOWN, ALL ABOVE GROUND IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY AS SHOWN.
EXCEPT AS SHOWN ON SURVEY, THERE ARE NO ABOVE GROUND ENCROACHMENTS OR ABOVE GROUND PROTRUSIONS.

Scale 1" = 40'

Date 06 / 04 / 2015

JOB No: 1561 - 15

This survey was performed EXCLUSIVELY for and in connection with the transaction described in GF, No. ATD-17-6000171500798-JH of ALAMO Title Company. Use of this survey for any other purpose or by any other parties shall be strictly prohibited as this survey is a copyright owned by STADIA LAND SURVEYING, Inc., and all other uses are forbidden, without prior written consent of STADIA LAND SURVEYING, Inc. ©



JIMMY E. POGUE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5592
FIRM #100193-0
STADIA LAND SURVEYING, INC.
P.O. BOX 1886
RED OAK, TEXAS 75154
PHONE (972) 617 - 9988
FAX: (972) 617 - 6809
stadiasurveying@sbcglobal.net

Saginaw, Texas

Application for Building Improvement Grant

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

1	PROJECT INFORMATION <u>51 PAS:to, LLC Suite B</u>						
A	Property Address: <u>124 W. McLEROY SAGINAW TX 76179</u>						
B	Estimated Begin Work Date: <u>8-1-19</u>			Estimated Completion Date: <u>10-1-19</u>			
C	Years in business at this location: <u>4 YRS</u>						
D	Reason for requesting grant: <u>Commercial upgrades to property.</u>						
2	ELIGIBILITY OF PROPERTY						
	Yes	No	Item	Notes			
A	☒	☐	Within the City?	•			
B	☒	☐	Commercially zoned?	•			
C	☒	☐	Tax Paying entity?	•			
D	☒	☐	City taxes in good standing?	•			
E	☐	☒	No City liens existing?	•			
F	☒	☐	Proof of ownership provided?	•			
G	☐	☒	Outstanding code violations?	•			
H	☒	☐	Frequency of Grants OK?	• In accordance with Section 3.1.8			
3	ELIGIBILITY OF BUSINESS						
	Yes	No	Item	Notes			
A	☒	☐	Business taxes in good standing?	•			
B	☒	☐	If not owner, authorization provided?	• <u>owner - Cecilia Fierro</u>			
4	Enhancements		Total Cost	Policy Max %	Policy Max \$	Amount Requested	Amount Approved
A	<u>Facade:</u> (Section 4.3) •		\$	50 %	\$5,000	\$	\$
B	<u>Interior Renovation:</u> (Section 4.4) • <u>AC air + Heat</u>		<u>799</u> \$	50 %	\$5,000	<u>399.50</u> \$	\$
C	<u>Landscaping:</u> (Section 4.5) •		\$	50 %	\$5,000	\$	\$
D	<u>Lighting:</u> (Section 4.6) •		\$	50 %	\$5,000	\$	\$
E	<u>Parking / Driveways:</u> (Section 4.7) •		\$	50 %	\$5,000	\$	\$
F	<u>Pedestrian Amenities:</u> (Section 4.8) •		\$	50 %	\$5,000	\$	\$
G	<u>Signage:</u> (Section 4.9) •		\$	50 %	\$5,000	\$	\$
H	<u>Code Compliance:</u> (Section 4.10) •		\$	50 %	\$5,000	\$	\$
I	<u>Demolition:</u> (Section 4.11) •		\$	50 %	\$5,000	\$	\$
J	<u>Public Art:</u> (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	☒	☐	Transportation Corridors including; Saginaw Blvd, Bailey Boswell Rd, Old Decatur Rd, Blue Mound Rd (west side), McLeroy Blvd;	• 124 W. McLeroy Saginaw TX 76179 Suite B
B	☐	☐	Downtown	•
	Yes	No	Preferred Business?	Notes
C	☒	☐	Retail	• El Pasito, LLC Salon + Boutique
D	☐	☐	Restaurants	•
E	☒	☐	Professional Office	• MetLife Auto + Home Insurance
F	☐	☐	Industrial and manufacturing	•
G	☒	☐	Any sales-tax generating business	• El PASITO, LLC SALON + Boutique
6 ATTACHMENTS / EXHIBITS				
	Yes	No	Item	Notes
A	☒	☐	Ownership documentation	•
B	☐	☐	Photos of existing conditions	•
C	☐	☐	Drawing, renderings, plans of the proposed enhancements	•
D	☐	☐	Written description of the enhancements including building materials and color schemes	• add new AC unit for cooling + heating Suite B El PASITO SALON
E	☒	☐	Construction cost estimate	• 799.00
F	☐	☐	Copy of the signed lease agreement	• If Applicant is not property owner
G	☒	☐	Written support of the grant application from the owner	• If Applicant is not property owner applicant is owner.
7 CONTRACTOR INFORMATION				
A	Contractor for: NA			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
B	Contractor for:			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
C	Contractor for:			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		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:	El Pasito LLC	Company:	El Pasito LLC
Signed:	Cecelia Fierro	Signed:	Cecelia Fierro
Name:	Cecelia Fierro	Name:	Cecelia Fierro
Title:	owner	Title:	owner
W:	c: 682 220 7608	W:	c: 682 220 7608
EM:	CFierro@metlife.com	EM:	CFierro@metlife.com
Address:	124 W. McLeray Suite C Saginaw TX 76179	Address:	124 W. McLeray Suite C Saginaw TX 76179

https://www.homedepot.com/g/LG-Electronics THE HOME DEPOT ... MetLife Agent Resource Site LG Electronics 18,000 BTU 2...

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total 799.00

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TARRANT APPRAISAL DISTRICT

07/23/2019

Account #: 04597850
 Georeference: A 59-1F01
 Property Location: 124 W MCLEROY BLVD

Jurisdictions:

021 CITY OF SAGINAW
 220 TARRANT COUNTY
 918 EAGLE MTN-SAGINAW ISD
 224 TARRANT COUNTY HOSPITAL
 225 TARRANT COUNTY COLLEGE

Owner Information

EL PASITO LLC
 124 W MCLEROY BLVD
 SAGINAW, TX 76179

5-Year Value History

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database.

Year	Improvement Market	Land Market	Total Market	Total Appraised †
2019	\$99,269	\$75,531	\$174,800	\$174,800
2018	\$99,269	\$75,531	\$174,800	\$174,800
2017	\$99,269	\$75,531	\$174,800	\$174,800
2016	\$62,595	\$77,755	\$140,350	\$140,350
2015	\$34,645	\$77,755	\$112,400	\$112,400

A zero value indicates that the property record has not yet been completed for the indicated tax year
 † Appraised value may be less than market value due to state-mandated limitations on value increases

Property Data

Legal Description: ARMENDARIS, JUAN SURVEY
 Abstract 59 Tract 1F1 & 1F3
Deed Date: 07-01-2015
Instrument: D216038564
State Code: F1 Commercial
Agent: None

Notice Sent: 04-15-2019
Protest Deadline: 05-15-2019

Site Number: 80718302
Site Name: SCHILTS PALMER AGENCIES - FARMERS INSURANCE
Class: OFCLowRise - Office-Low Rise
of Parcels: 1
Primary Building:
Building Name: SCHILTZ PALMER AGENCIES - FARMERS INSURANCE / 04597850
Building Type: Commercial
Year Built: 1960

Gross Building Area †††: 1,856
Net Leasable Area †††: 1,856
Land Sqft ♦: 14,810
Land Acres ♦: 0.3400

††† Rounded

♦ This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

Exemptions

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.

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 - 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.
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 - 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.
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- Enhancements should be compatible with the character and architecture of the individual building and those in proximity;
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 - 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.
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- 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.
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- 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).
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- 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: 8/6/2019

Staff Contact: Alora M. Wachholz, CEcD
Director of Economic Development

Agenda Items: (4)(c)

E-mail: AloraW@saginawtx.org

Phone: 817-230-0331

SUBJECT:

Action regarding Building Improvement Grant Agreement with Chuck Bratton (136 W. McLeroy Blvd)

BACKGROUND/DISCUSSION:

On Tuesday, July 23, 2019, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application that was submitted on July 3, 2019 by Chuck Bratton in regards to his property located at 136 W. McLeroy Blvd, in Saginaw.

The City Council determined in that session to award an amount not-to-exceed \$2,625.00 in reimbursable, and matching dollars, for the anticipated improvements as proposed on his application. The included contract under consideration herein is the realization of that intention

FINANCIAL IMPACT:

Maximum of \$2,625.00 from Account # 01-6142-13-00 Building Improvement Grants

RECOMMENDATION:

NA

ATTACHMENTS:

Description

BIG Program Policy

BIG Program Contract - Chuck Bratton

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.

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 - 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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Building Improvement Grant Program Agreement

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

WITNESSETH:

WHEREAS, the Property Owner is the owner of property located at 136 W. McLeroy Boulevard, 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 \$2,625.00 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:

Chuck Bratton
136 W. McLeroy Blvd
Saginaw, TX 76179

If intended for City, to:

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

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

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

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

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

(k) Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

City of Saginaw, Texas

By:

Todd Flippo, Mayor,

Attest:

By:

City Secretary

Executed on this _____ day of _____, 20 .

Property Owner

By: _____

Name:

Saginaw, Texas

Application for Building Improvement GrantContact: Alora Wachholz, EDC Executive Director - (817) 230-0331 - aloraw@saginawtx.org

1	PROJECT INFORMATION							
A	Property Address: <u>136 W. McLeroy Blvd.</u>							
B	Estimated Begin Work Date:				Estimated Completion Date:			
C	Years in business at this location: <u>5</u>							
D	Reason for requesting grant: <u>Improve Building & Parking</u>							
2	ELIGIBILITY OF PROPERTY							
	Yes	No	Item	Notes				
A	✓		Within the City?	•				
B	✓		Commercially zoned?	•				
C	✓		Tax Paying entity?	•				
D	✓		City taxes in good standing?	•				
E		✓	No City liens existing?	•				
F	✓		Proof of ownership provided?	•				
G		✓	Outstanding code violations?	•				
H			Frequency of Grants OK?	• In accordance with Section 3.1.8				
3	ELIGIBILITY OF BUSINESS							
	Yes	No	Item	Notes				
A	✓		Business taxes in good standing?	•				
B			If not owner, authorization provided?	•				
4	Enhancements			Total Cost	Policy Max %	Policy Max \$	Amount Requested	Amount Approved
A	Facade: (Section 4.3) •			3,375 \$	50 %	\$5,000	1,687.50 \$	\$
B	Interior Renovation: (Section 4.4) •			\$	50 %	\$5,000	\$	\$
C	Landscaping: (Section 4.5) •			\$	50 %	\$5,000	\$	\$
D	Lighting: (Section 4.6) •			\$	50 %	\$5,000	\$	\$
E	Parking / Driveways: (Section 4.7) •			1,875 \$	50 %	\$5,000	937.50 \$	\$
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) •			\$	50 %	\$5,000	\$	\$
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	☒	☐	Transportation Corridors including; Saginaw Blvd, Bailey Boswell Rd, Old Decatur Rd, Blue Mound Rd (west side), McLeroy Blvd;	•
B	☐	☐	Downtown	•
	Yes	No	Preferred Business?	Notes
C	☐	☐	Retail	•
D	☐	☐	Restaurants	•
E	☒	☐	Professional Office	•
F	☐	☐	Industrial and manufacturing	•
G	☐	☐	Any sales-tax generating business	•
6 ATTACHMENTS / EXHIBITS				
	Yes	No	Item	Notes
A	☒	☐	Ownership documentation	•
B	☒	☐	Photos of existing conditions	•
C	☐	☐	Drawing, renderings, plans of the proposed enhancements	•
D	☐	☐	Written description of the enhancements including building materials and color schemes	• Paint exterior Tranquil Toupe Trimmed in swiss cottage to match front buildings
E	☒	☐	Construction cost estimate	•
F	☐	☐	Copy of the signed lease agreement	• If Applicant is not property owner
G	☒	☐	Written support of the grant application from the owner	• If Applicant is not property owner
7 CONTRACTOR INFORMATION				
A	Contractor for: <u>Paint</u>			
	Company Name: <u>Jose Carvajal</u>			
	Contact Person: <u>Jose Carvajal</u>		Title: <u>owner</u>	
	Address:			
	Wk Phone: <u>682-365-1649</u>		Cell: <u>682-365-1649</u>	Fax:
	Email:		Website:	
B	Contractor for: <u>Parking lot</u>			
	Company Name: <u>Diamond Renovations</u>			
	Contact Person: <u>Randy Cryer</u>		Title: <u>owner</u>	
	Address: <u>4200 N. Main #230</u>			
	Wk Phone: <u>682-225-6164</u>		Cell: <u>682-225-6164</u>	Fax:
	Email: <u>randy@diamond-r.com</u>		Website:	
C	Contractor for:			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		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: <i>Chif: Pepper Real Estate</i>		Company:	
Signed: <i>Charles Bratton</i>		Signed:	
Name: <i>Charles Bratton</i>		Name:	
Title: <i>owner</i>		Title:	
W: <i>817-238-1666</i> C: <i>817-343-5515</i>		W: C:	
EM: <i>bratton Real Estate c chester.net</i>		EM:	
Address: <i>3916 Westway Ter, FW, TX 76177</i>		Address:	

Jose Carvajal
682-365-1649

ESTIMATE

Chuck Bratton
Chili Pepper Real Estate
136 W. Mc Leroy Blvd.
Saginaw, TX 76179

Estimate # 0000001

Estimate Date 06/10/2019

Item	Description	Unit Price	Quantity	Amount
	Paint exterior two colors	3375.00	1.00	3,375.00
<u>NOTES:</u> Paint Warehouse exterior two colors. Tranquil Toupe trimmed in Swiss Coffee				
Subtotal				3,375.00
Total				3,375.00
Amount Paid				0.00
Estimate				\$3,375.00

Estimate

Bratton Real Estate
136 W. McLeroy
Saginaw, TX 76179

		Project	
Description	Qty	Rate	Total
Cut grade on SE corner of building at parking to allow positive drainage away from building. Cut grade and install aggregate		1,875.00	1,875.00
Thank you for your business! Diamond Renovations, Inc honors a 1 year warranty on workmanship		Total	\$1,875.00





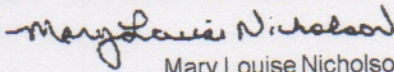
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PGS 3

Fee: \$24.00

Submitter: CSC ERECORDING SOLUTIONS

Electronically Recorded by Tarrant County Clerk in Official Public Records


 Mary Louise Nicholson
RELEASE OF LIEN*(Deed of Trust only)*

THE STATE OF TEXAS
 COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, the legal and equitable owner and holder of that one certain promissory note in the original principal sum of \$75,000.00, dated **JANUARY 24, 2014**, executed by **CHILI PEPPER REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY**, payable to the order of **KEYCO, INCORPORATED, A TEXAS CORPORATION**, more fully described in and secured by a Deed of Trust of even date therewith to **JEFFREY A. RATTIKIN**, Trustee, filed for record in **CLERK'S FILE NO. D214015878**, being recorded in the Real Property Records of **TARRANT** County, Texas, said note being secured by said Deed of Trust lien against the following described property, to-wit:

A TRACT OF LAND OUT OF THE JUAN ARAMENDARIS SURVEY, ABSTRACT NO. 59, TARRANT COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

STREET ADDRESS: 136 MCLEROY BOULEVARD, SAGINAW, TEXAS 76179

PERSONAL PROPERTY: THE PROPERTY CONSTITUTING PERSONAL PROPERTY LOCATED IN OR ON AND USED IN THE ENJOYMENT OF THE PROPERTY.
 DESCRIPTION OF COLLATERAL COVERED BY SECURITY AGREEMENT/FINANCING STATEMENT: REAL PROPERTY LOCATED AT:

A TRACT OF LAND OUT OF THE JUAN ARAMENDARIS SURVEY, ABSTRACT NO. 59, TARRANT COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

STREET ADDRESS: 136 MCLEROY BOULEVARD, SAGINAW, TEXAS 76179,
 TOGETHER WITH ALL FIXTURES LOCATED THEREON.

for and in consideration of the full and final payment of all indebtedness secured by the aforesaid lien or liens, the receipt of which is hereby acknowledged, has released and discharged and by these presents hereby releases and discharges, the above described property from all liens held by the undersigned securing said indebtedness.

TO BE EFFECTIVE on this the 22nd day of FEBRUARY, 2019.

LIENHOLDER:

KEYCO, INCORPORATED, A TEXAS CORPORATION

BY: [Signature]
JERRELL D. KEY, PRESIDENT

ACKNOWLEDGMENT

THE STATE OF

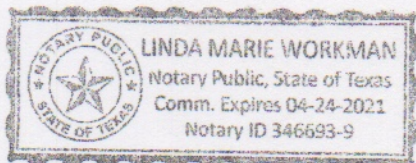
COUNTY OF

Texas

arrant

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This instrument was acknowledged before me on the 22nd day of FEBRUARY, 2019, JERRELL D. KEY, PRESIDENT of KEYCO, INCORPORATED, A TEXAS CORPORATION, on behalf of said entity and in the capacity herein stated.



[Signature]
NOTARY PUBLIC, STATE OF Texas
My Commission Expires:

AFTER RECORDING RETURN TO:

CHILI PEPPER REAL ESTATE LLC
3916 WESTWAY TERRACE
FORT WORTH TX 76179

RTC GF# 14-00079 NW/Y/Gutierrez;chk

Exhibit "A"

"Property"

A tract of land out of the JUAN ARAMENDARIS SURVEY, Abstract No. 59, Tarrant County, Texas; and being more particularly described as follows:

Being out of the Juan Aramendaris 134 acre survey, Patent No. 53, Vol. 36, dated February 16, 1886, Abstract No. 59, lying in or near the Northern part of the Town of Saginaw, and being the west Ninety-six feet (W. 96 ft.) of a certain tract of about one acre of land (sometimes called the "Church" tract) designated as "Third Tract" in a deed made by J.G. Hammond and wife, to S.L. Fowler, dated March 26, 1936, and recorded in Book 574, Page 463, Tarrant County Deed Records, said deed containing a full description by metes and bounds of said Church tract, and reference to which deed is here made for more particular description, and said Lot or tract now being described and conveyed being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of said Church tract, in the North line of an unnamed street or road sometimes called "Green Street";

THENCE North 19 degrees 46 minutes west 202.7 feet to the Northwest corner of said Church tract;

THENCE with the North line of said Church tract North 71 degrees East 96 feet, the Northeast corner of the tract now being conveyed;

THENCE South 19 degrees 46 minutes East 202.4 feet to the South line of said Church tract, the Southeast corner of the tract now being conveyed, and in the North line of said street or road;

THENCE South 71 degrees West 96 feet to the place of beginning.



TARRANT APPRAISAL DISTRICT

07/23/2019

Account #: 03736709
 Georeference: A 59-1E01
 Property Location: 136 W MCLEROY BLVD

Jurisdictions:

021 CITY OF SAGINAW
 220 TARRANT COUNTY
 918 EAGLE MTN-SAGINAW ISD
 224 TARRANT COUNTY HOSPITAL
 225 TARRANT COUNTY COLLEGE

Owner Information

CHILI PEPPER REAL EST LLC
 3916 WESTWAY TERR
 FORT WORTH, TX 76179-2511

5-Year Value History

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database.

Year	Improvement Market	Land Market	Total Market	Total Appraised †
2019	\$118,396	\$81,604	\$200,000	\$200,000
2018	\$67,816	\$81,604	\$149,420	\$149,420
2017	\$67,816	\$81,604	\$149,420	\$149,420
2016	\$67,816	\$81,604	\$149,420	\$149,420
2015	\$67,816	\$81,604	\$149,420	\$149,420

A zero value indicates that the property record has not yet been completed for the indicated tax year
 † Appraised value may be less than market value due to state-mandated limitations on value increases

Property Data**Legal Description:** ARMENDARIS, JUAN SURVEY

Abstract 59 Tract 1E01

Deed Date: 01-24-2014**Deed Page:** 0000000**Deed Volume:** 0000000**Instrument:** D214015877**State Code:** F1 Commercial**Agent:** None**Notice Sent:** 04-15-2019**Protest Deadline:** 05-15-2019**Site Number:** 80259316**Site Name:** KEYCO/EUSTACE ELECTRIC**Class:** MixedComm - Mixed Use-Commercial**# of Parcels:** 1**Primary Building:****Building Name:** KEYCO/EUSTACE ELECTRIC / 03736709**Building Type:** Commercial**Year Built:** 1940**Gross Building Area †††:** 4,558**Net Leasable Area †††:** 4,558**Land Sqft ♦:** 19,201**Land Acres ♦:** 0.4407

††† Rounded

♦ This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

Exemptions

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: 8/6/2019

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

Agenda Items: (5)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action regarding Additional Services Agreement No. 1 to La Terra Studio for Design of Willow Creek Park Playground Additions

BACKGROUND/DISCUSSION:

On January 15, 2019, City Council authorized a contract in the amount of \$32,500 with La Terra Studio for the design of the Willow Creek Park Playground. The project consists of an accessible playground to be construction at the northern section of Willow Creek Park.

On July 23, 2019, City Council awarded a construction contract to Grod Construction, LLC for construction of the Willow Creek Park Playground.

During City Council discussions prior to the award of contract, staff was directed to modify the contract to include two new pieces of playground equipment totally accessible for wheelchair bound children.

La Terra Studio has submitted a proposal to modify the playground to provide the equipment along with the associated site work. Staff will approach Grod Construction, LLC for a change order that will return to City Council for approval.

The scope includes preparation of design drawings to add two wheelchair accessible playground areas, coordination with the contractor and City staff for equipment selection, and review and approval of the anticipated change order. La Terra Studio proposes to complete the work for a lump sum fee of \$3,000.

FINANCIAL IMPACT:

The financial impact will be \$3,000 that will be funded from Fund Balance.

RECOMMENDATION:

Staff recommends that the Additional Services Agreement No. 1 with La Terra Studio be approved in the

amount of \$3,000.

ATTACHMENTS:

Description

La Terra Studio Additional Services Agreement No. 1

**CITY OF SAGINAW
ADDITIONAL SERVICES AGREEMENT #1**

Willow Creek Park Playground

This agreement is made by the City of Saginaw, Texas, a municipal corporation ("City") and **LA TERRA STUDIO, INC.** ("Landscape Architect"). Under this Agreement, Landscape Architect shall provide **Additional Professional Design Services** (collectively, the "Project"). The City and Landscape Architect agree:

See Attachment "A" for Description of Additional Services

LA TERRA STUDIO, INC.

CITY OF SAGINAW, TEXAS

MP BLACK.

By: Michael Black

Title: CEO

Date: July, 30th, 2019

Address: 2712 Swiss Ave. Studio A
Dallas, TX 75204

Phone: 214.749.0333

By: _____

Title: _____

Date: _____

Address: P.O. Box 79070
Saginaw, Texas 76179

Phone: (817) 230 – 0324

07.30.2019

ATTACHMENT A

Rick Trice

Director

Public Works & Community Development

City of Saginaw

205 Brenda Lane

Saginaw, TX 76179

**RE: Additional Services Request No. 1
Willow Creek Park Playground**

Dear Mr. Trice:

At the request of the City Staff, la terra studio is providing a proposal for additional services related to the Willow Creek Park Playground Project.

Wheelchair Accessibly Playground Equipment – Site Plan Revisions

- Design construction level drawings for the addition of two wheelchair accessible playground areas.
- Coordination with playground vendor or vendors to select appropriate equipment
- Coordination with City staff for approval of equipment selected.
- Coordination with the Construction Contractor.
- Review and Approval of anticipated construction contractor change order.

FEE: 3,000

It is understood and reflected in this proposal that these services are time sensitive to the delivery of the project schedule. Every effort will be made to expedite these services.

Respectfully,



michael t. black, **CLARB|ASLA|PLA**
C.E.O. ~ **la terra studio, inc.**



City of Saginaw

Meeting Date: 8/6/2019

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (7)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

FY19/20 Budget Workshop: General Fund and Debt Service Fund

BACKGROUND/DISCUSSION:

The FY19/20 budget preparation process is underway. Presentations will be made to the City Council throughout the summer to review and discuss budget issues. The General Fund and Debt Service Fund will be discussed.

FINANCIAL IMPACT:

The items discussed will impact the FY19/20 Proposed Budget and the multi-year financial plan. These funds have a direct impact on the proposed tax rate.

RECOMMENDATION:

This is a workshop to discuss FY19/20 budget issues. No action will be taken.

ATTACHMENTS:

Description

GF and Debt Svc Fund Presentation

FD Dispatch

FD Emerg Mgmt Position

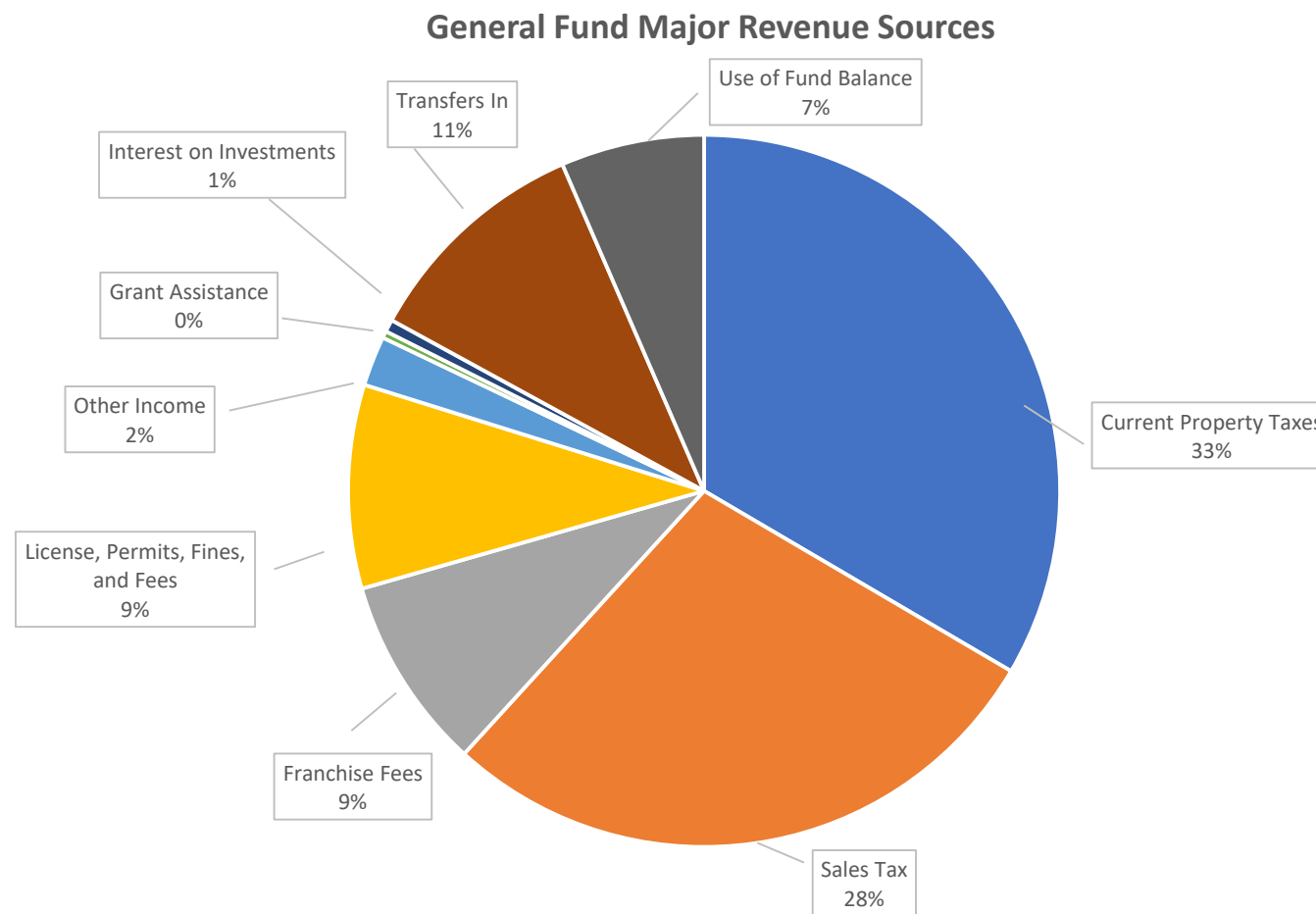
FD Emerg Mgmt Job Descr



FY20 TAX RATE AND GENERAL FUND



General Fund Revenues





Base x Rate = Revenue

- Base: Total Assessed Value (Tarrant Appraisal District)
 - Existing non-residential and residential properties
 - Existing property revaluations up 10%
 - New taxable value (residential and non-residential)



Base x Rate = Revenue

- Rate: Property tax rate set by the City each year, expressed in cents/\$100
 - Operating & Maintenance (Ongoing)
 - Interest & Sinking Fund (Debt Service)
- Revenue: the City's income as a total amount, also called a levy



Proposed Tax Rate

- Proposed Rate=45.9 cents
- Current Tax Rate=47.18 cents
- Rollback Rate=46.9175 cents
- One penny equals \$212,595 in ongoing revenue

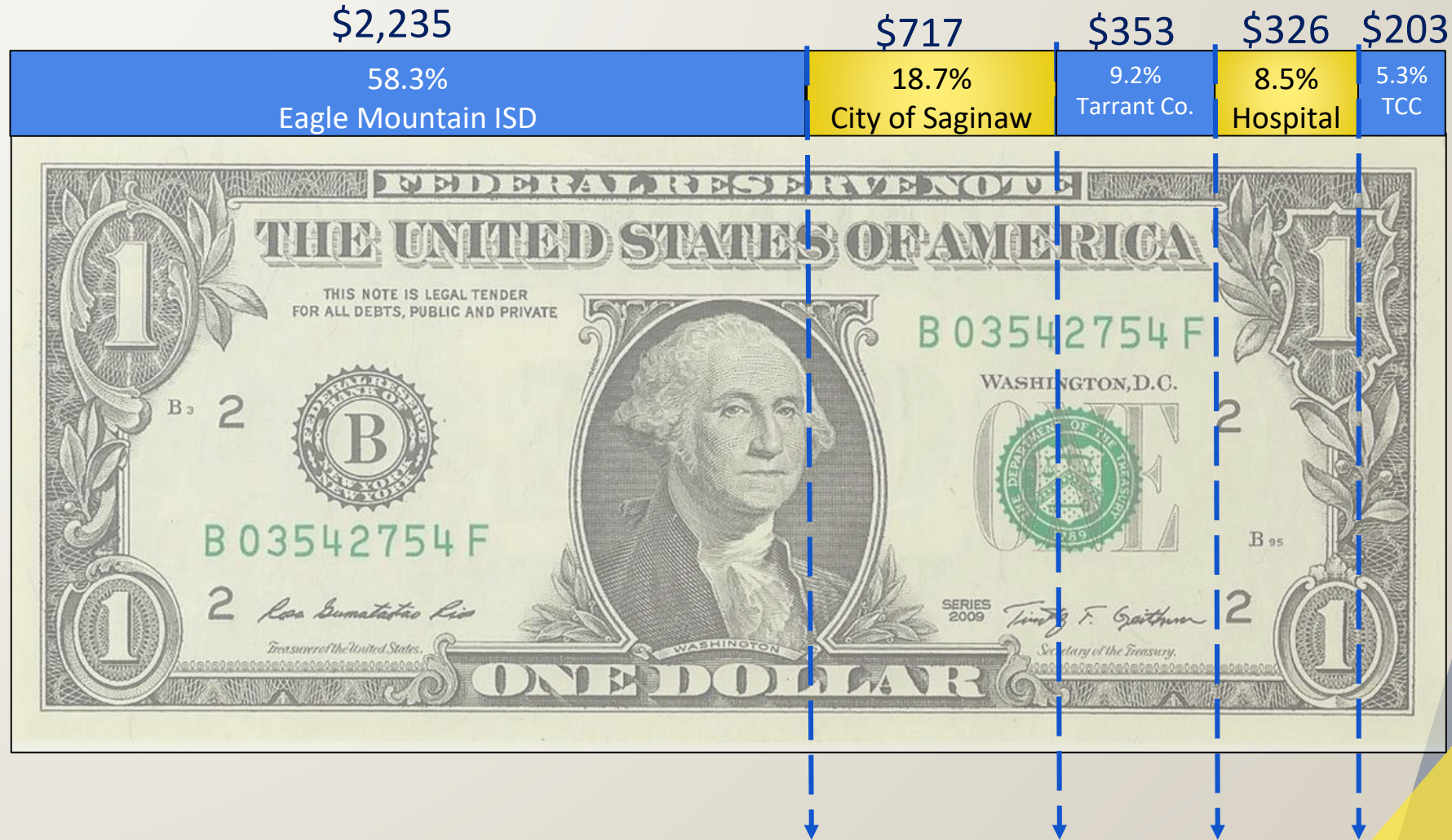


Average Homeowner

- 2018 Values=\$159,306 at 47.18 cents = \$751.61 or \$62.63/month
- 2019 Values=\$175,237 at 45.9 cents = \$804.34 or \$67.03/month
 - \$52.73 per year more (Note higher average appraised value)
 - \$4.39 per month
- Rollback Rate=46.9175 cents
- One penny equals \$212,595 in ongoing revenue
 - This is \$1.46/month for the average homeowner.

FY 18 Property Tax Distribution

Total Tax Bill: \$3,834 (Average)





			Property
Fiscal		Actual	Tax Rate
Year		Value	Per \$100
2009		1,128,032,007	0.446
2010		1,137,872,458	0.449
2011		1,112,366,436	0.484
2012		1,192,700,025	0.480
2013		1,164,124,528	0.490
2014		1,219,320,151	0.510
2015		1,275,728,662	0.510
2016		1,316,353,549	0.544
2017		1,441,352,872	0.513
2018		1,570,202,200	0.495
2019		1,769,032,108	0.4718
2020		2,125,956,763	0.459



	Home Value	Tax Rate	Property Taxes
City of Saginaw 2018	\$ 175,237	0.4718	\$ 826.77
City of Saginaw 2019	\$ 175,237	0.459	\$ 804.34
City of Fort Worth 2018	\$ 175,237	0.785	\$ 1,375.61



Citywide

- **Employees did not receive raises in FY19.**
- Market competition is tough—especially in Public Safety
- 3% raises for all employees
- Base salary ranges (minimum and maximum) increase 3%
- Health insurance costs increased 22%
 - Employees will pay more out-of-pocket

General Fund	3% Raises
	\$299,698 (Ongoing)
	Health Insurance Increase
	\$221,853 (Ongoing)
	<u>\$521,551 (Total)</u>



General Administrative

General Fund One-time Expenditures	Department Request	Proposed Funding
Community Outreach Programs	\$7,500	\$7,500
Electronic Time Clock for Aquatic Center (onetime w/ongoing)	\$4,370	\$2,870
Painting interior of City Hall Phase 1	\$1,100	\$1,100
Painting interior of City Hall Phase 2	\$3,555	\$3,555
Replace small office equipment	\$2,760	\$2,760
Municipal Court Certification Program for Mgmt. Analyst	\$1,000	\$1,000
Advertising for bond election	\$ -	\$20,000
One-Time Total	\$20,285	\$38,785
General Fund Ongoing Expenditures		
Employee Programs	\$10,000	\$10,000
Use of 3 rd Party for employment background checks	\$1,500	\$1,500
Financial/Rate Analysis	\$37,450	\$37,450
Ongoing Total	\$48,950	\$48,950
Overall Total	\$69,235	\$87,735



Municipal Court

General Fund One-time Expenditures	Department Request	Proposed Funding
Computer for Court Room	\$700	\$700
File Cabinet for court records	\$300	\$300
One-Time Total	\$1,000	\$1,000
General Fund Ongoing Expenditures		
N/A	\$ -	\$ -
Ongoing Total	\$ -	\$ -
Overall Total	\$1,000	\$1,000



Fire Department

General Fund One-time Expenditures	Department Request	Proposed Funding
Traffic pre-empt Saginaw & Palomino	\$7,000	\$7,000
Replace Class A Uniforms	\$10,000	\$10,000
Bunker Gear Replacement – grant	\$ -	\$25,000
Replace outdoor warning signal Park Center	\$27,000	\$27,000
FD Dispatch Communication Equipment	\$60,000	\$60,000
Replace Cardiac Monitors/ Defibrillators	\$150,000	\$150,000
One Time Total	\$254,000	\$279,000
General Fund Ongoing Expenditures		
FD Dispatch Communications	\$69,000	\$69,000
Ongoing Total	\$69,000	\$69,000
Overall Total	\$323,000	\$348,000

Fire Dispatch Discussion





Police Department

General Fund One-time Expenditures	Department Request	Proposed Funding
Body Camera and radio for additional officer	\$5,500	\$5,500
Educational Training/Travel	\$5,900	\$5,900
Firing Range lease agreement	\$22,500	\$22,500
Total	\$33,900	\$33,900
General Fund Ongoing Expenditures		
Police Officer	\$78,452	\$90,285
Public Service Officer	\$58,888	\$68,100
Dues & Subscriptions	\$4,400	\$4,400
Radio Maintenance	\$40,930	\$40,930
Ongoing Total	\$182,670	\$203,715
Overall Total	\$216,570	\$237,615



Public Services

- APWA Accreditation Program is 50% funded in the Utility Fund

General Fund One-time Expenditures	Department Request	Proposed Funding
APWA accreditation Program 50%	\$13,700	\$6,850
Service Truck Replacement	\$35,000	\$35,000
ADA Plan phase 3A-intersection evaluation	\$50,000	\$50,000
One Time Total	\$98,700	\$91,850
General Fund Ongoing Expenditures		
Sidewalk Connections	\$36,145	\$36,145
Ongoing Total	\$36,145	\$36,145
Overall Total	\$134,845	\$127,995



Parks

General Fund One-time Expenditures	Department Request	Proposed Funding
Trailer mounted pressure washer	\$7,800	\$7,800
ATV utility vehicle – replacement	\$12,000	\$12,000
One-Time Total	\$19,800	\$19,800
General Fund Ongoing Expenditures		
N/A	\$ -	\$ -
Ongoing Total	\$ -	\$ -
Overall Total	\$19,800	\$19,800



Community Services

General Fund One-time Expenditures	Department Request	Proposed Funding
Replace light fixtures in gymnasium	\$8,875	\$8,875
Replace 6 treadmills	\$30,000	\$30,000
Replace Rec Center room dividers	\$50,000	\$50,000
One-Time Total	\$88,875	\$88,875
General Fund Ongoing Expenditures	Department Request	Proposed Funding
Increase Rec Center Supplies	\$4,000	\$4,000
Increase Senior Center Supplies	\$3,500	\$3,500
Increased Contract Services	\$8,500	\$8,500
Increase Special Events Account	\$6,000	\$6,000
PT Customer Service (Rec Center) 20 to 29 hrs/wk	\$15,500	\$10,620
Ongoing Total	\$37,500	\$32,620
Overall Total	\$126,495	\$121,495



Inspections/Code Enforcement

General Fund One-time Expenditures	Department Request	Proposed Funding
N/A		\$ -
One-Time Total		\$ -
General Fund Ongoing Expenditures		
Certification Pay	\$5,400	\$6,215
Ongoing Total	\$5,400	\$6,215
Overall Total	\$5,400	\$6,215



Animal Services

General Fund One-time Expenditures	Department Request	Proposed Funding
Body and Vehicle cameras for Animal Services	\$9,250	\$9,250
Additional cages for Animal Shelter	\$22,100	\$22,100
One-Time Total	\$31,350	\$31,350
General Fund Ongoing Expenditures		
N/A	\$ -	\$ -
Ongoing Total	\$ -	\$ -
Overall Total	\$31,350	\$31,350



Information Technology

General Fund One-time Expenditures	Department Request	Proposed Funding
Replace City-wide phone system	\$42,000	\$42,000
Replace server for STW software	\$10,410	\$10,410
One-Time Total	\$52,410	\$52,410
General Fund Ongoing Expenditures		
Certification Pay for IT Technician	\$900	\$1,165
Replace two servers	\$9,000	\$9,000
Ongoing Total	\$9,900	\$10,165
Overall Total	\$62,310	\$62,575



Economic Development

General Fund One-time Expenditures	Department Request	Proposed Funding
N/A	\$ -	\$ -
One-Time Total	\$ -	\$ -
General Fund Ongoing Expenditures		
Annual funding for Building Improvement Grants	\$15,000	\$15,000
Ongoing Total	\$15,000	\$15,000
Overall Total	\$15,000	\$15,000



Requested But Unfunded

General Fund One-time Expenditures	Department Request	Proposed Funding
Police Department Roof Repairs	\$190,000	\$ -
Equipment/Vehicle for EM Coordinator	\$47,000	
General Fund Ongoing Expenditures		
Additional Police Patrol Officer	\$78,452	
Additional Shift Firefighter	\$100,432	
Emergency Mgmt Coordinator (Shared with Lake Worth)	\$95,465	
PT Customer Service (Rec Center)	\$14,328	
PT to FT Rec Center	\$36,020	
Additional Animal Services Tech	\$46,220	
Ongoing Total	\$370,917	\$



Rollback Tax Rate

- Additional staff additions would require the rollback tax rate
- If Saginaw commits to an Emergency Management Coordinator, Lake Worth has expressed interest in funding half of the cost.



Non-Profits

- The City has contributed to non-profits in the past.
- Future consideration: Who and how much?
 - This would be a one-time request and can be funded.

Council Feedback





DOUG SPEARS
FIRE CHIEF

Saginaw Fire Department

400 S. Saginaw Blvd. Saginaw, Texas 76179
Tel: 817-230-0412 Fax: 817-232-3731

TO: City Manager Gabe Reaume

FROM: Fire Chief Doug Spears

DATE: July 3, 2019

RE: Fire Department Dispatching

As we have briefly discussed on a couple of occasions I believe it prudent to consider alternative options for fire department dispatching. One of the catalysts for considering other options is the available opportunity to improve our fire dispatch component through a partnership with the City of Fort Worth. Another initiating factor is the acknowledged fire station flooding problem and the on-going discussion about potential relocation of the fire station as a solution being considered. The third initiating factor is the challenge of the Tarrant County Fire Alarm Center, operating as a 501c3 non-governmental corporation, to keep pace with technology and communication advancements and meet the performance expectations that mission critical emergency dispatch necessitates. A change in fire department dispatch service would require adequate time for planning and implementation both for our department and the Tarrant County Fire Alarm Center or TCFAC so it is necessary to consider options and potential direction at this time.

As you are aware our fire department dispatching is currently provided by the TCFAC through an annual contract agreement. In lieu of monetary payment to the TCFAC for dispatch service, we house the alarm center within our fire station and both manage and provide operational supervision of all aspects of the TCFAC. As the number of TCFAC contracting departments has increased, the call volume of each of those departments has also substantially increased as well as the number of TCFAC employees required to serve them, now at 16 (8 full time and 8 part time). Those factors along with the aforementioned technology and communication challenges of the TCFAC make it increasingly challenging for our department to effectively manage and supervise its operation adding to the consideration for alternative options.

Consolidation of emergency services makes practical sense and is common throughout the region, particularly the consolidation of dispatch communication centers. What results is a more cohesive and effective 911 system and emergency service response to the communities served. As a result of our positive and continually evolving relationship with the Fort Worth Fire Department an opportunity has presented itself to partner with the City of Fort Worth (CTFW) for fire dispatching service. More specifically it's an opportunity to contract with the CTFW to provide fire dispatch service to our department.

Our fire department's current mutual and automatic aid agreements with the CTFW Fire Department, our city limits essentially being surrounded by the CTFW, our mutual use of

Medstar as our ambulance transport provider and the regional trend to consolidate emergency communications dispatch make contracting with the CTFW for fire dispatch service a logical alternative from the operational perspective. Contracting with the CTFW also reduces the number of times a City of Saginaw 911 emergency caller for EMS would be transferred, a significant enhancement over current procedure. This is only achievable due to the existing CAD to CAD interface Fort Worth Fire Dispatch has with Medstar.

Partnering with the CTFW is also the best alternative monetarily when compared to other viable options. Merging fire dispatch back into our police department would require an increase in police dispatch staff from six positions to ten resulting in substantial budget impact.

- Four (4) additional dispatchers
- Budget impact of \$246,800 annually (\$61,700 total cost per position)

The PD's current Computer Aided Dispatch or CAD does not meet the need or level of service required for fire dispatching so migration to a new CAD system would be required likely having both initial and reoccurring budget impact.

In the event relocation of the fire station does occur in the future, relocating the TCFAC within the new facility would add approximately \$1.5 million to the construction cost of the project.

Partnering with the CTFW would obviously have some budgetary impact. \$30 per dispatched incident annually is what is being negotiated. The \$30 figure is derived from actual cost for the CTFW per incident to dispatch their own fire department. Estimating 2300 incidents per year for our department, an annual cost is estimated at \$69,000. The CTFW Fire Department also utilizes an automated incident notification feature in addition to the more traditional verbalized incident notification. This is a significant enhancement to the incident notification method we use currently. The automated notification feature does have some initial one time equipment and installation cost and reoccurring monthly data connection fees from our chosen provider. To set up both our fire stations the cost is estimated at \$60,000 (\$30,000 per station). I am currently working to identify the monthly recurring data connection costs.

SUMMARY

Much like our recent migration onto the Fort Worth Regional Radio System which dramatically improved our public safety radio communications and the safety of our firefighters, police officers and citizens, consolidating fire dispatch communications with Fort Worth makes practical sense and offers an enhancement equivalent to the positive impact of the radio project. It is the best option both operationally and economically and will serve as a long term fire dispatch solution. Consolidation of service will strengthen the working relationship between our two departments and more importantly results in a higher level of service to our citizens. I am completely confident in recommending approval to contract with the CTFW for fire dispatch service. Approving for this upcoming budget year beginning October 1 as I am requesting permits the substantial amount of time necessary for the planning and effort required for all three affected entities, those being our city, the CTFW and the TCFAC.



Saginaw Fire Department

400 S. Saginaw Blvd. Saginaw, Texas 76179
Tel: 817-230-0412 Fax: 817-232-3731

DOUG SPEARS
FIRE CHIEF

TO: City Manager Gabe Reaume

FROM: Fire Chief Doug Spears

DATE: July 31, 2019

RE: Emergency Manager Position

This is a continuation of our original request from last year (2018) to add the position of Emergency Management Coordinator or EMC to our department. The information below is what was included in last year's request.

Emergency Management responsibilities are assigned to the fire department as they are in the vast majority of communities throughout the country. Our department struggles with managing those responsibilities at the level necessary and as Emergency Management continues to evolve into a more prominent role in local, state and federal emergency services, those struggles will only increase. Emergency Management duties are time intensive and require a person with specific skills and training to proficiently fulfill the role of EMC and perform those duties.

As the Chief of the fire department I am also the EMC. Although those two roles mesh seamlessly for some activities and duties, other times they are two distinctly different roles and it takes two separate individuals working independently to fulfill the roles and responsibilities proficiently, particularly during a disaster or larger scale incident.

I have attached a job description for an EMC position that outlines the role and responsibilities but I want to expand on that for easier understanding. Emergency Management is not about command and control, that is the role of the Fire Chief and/or the Police Chief. Emergency Management is coordination and collaboration, which is the realm of the EMC.

To further explain, EMC's perform the managerial function of creating framework in which communities reduce vulnerability to hazards and cope with disasters and those functions are primarily divided into four categories; mitigation, preparedness, response and recovery.

- Mitigation involves the identification and reduction of potential exposure from a hazard or event much like fire prevention does specifically for fire hazards. There are numerous federal grant opportunities to reduce threats or hazards that our communities are exposed to. Being aware of all opportunities, becoming eligible and

maintaining eligibility, applying, and managing the grant and the project simply requires a dedicated position. Fire Chief's and their admin staff simply do not have the time necessary to both adequately manage a fire department and effectively perform the duties of an EMC.

- Preparedness involves assurance of readiness to respond to a disaster or a significant incident. No matter how good mitigation activities are, not all risk can be reduced or eliminated, Mother Nature reminds us of that. Effective preparedness does however assist in limiting the extent of damage.
- Response involves the implementation of our Emergency Operations Plan (EOP) and the Emergency Operations Center (EOC). Disasters and large scale events are all coordinated and managed through an EOC using an EOP as the playbook. The EMC is the EOC manager. During a disaster or large scale event the EMC is the go-to liaison for communication and coordination with county, state and federal officials for the request and tracking of resources and documentation management. There is a much defined procedure for requesting disaster event resources and the detailed documentation process that must be adhered to from the onset to prevent delays in getting assistance and seeking financial support or reimbursement for the event.
- Recovery involves putting our community back to the condition it was before the event or disaster. In most cases this is the most time consuming phase. The EMC coordinates most all facets of recovery and more importantly all the documentation necessary for financial assistance/reimbursement. As mentioned above, the documentation must be detailed and accurate from the onset of an incident.

Bottom line, a Fire Chief cannot be expected to effectively perform the role of the EMC during a disaster or large scale event while charged with the overall response to the incident. Likewise the vital planning and preparedness activities of the EMC can also not be performed effectively by a Fire Chief without an assigned staff member who has the necessary time, training, skills and knowledge to fulfill Emergency Management duties.

To attract and retain a top quality individual capable of fulfilling the extensive duties as an EMC my recommendation is to establish a starting salary amount in the \$60,000 range. Applying total position cost for a \$60,000 annual salary creates an annual recurring budget impact of approximately \$95,000. To effectively perform the duties of EMC a dedicated vehicle for this position will be required. Estimated cost for an adequately equipped vehicle is \$42,000. The vehicle and the addition of public safety portable radio creates an initial one time budgetary impact for this position of approximately \$50,000.

In my original request it was noted that there is potential interest from the City of Lake Worth to partner in the position of EMC as a shared resource. This would permit cost sharing for the position, both the initial one time and recurring costs. The role and responsibilities of this position within each jurisdiction mirror each other and are without jurisdictional conflict permitting it to be a shared resource. Our closely adjacent proximity to one another and the very effective working relationship between our fire departments also lend in making this position ideal for shared resource consideration.



SAGINAW FIRE DEPARTMENT

STANDARD OPERATING GUIDELINES

EMERGENCY MANAGEMENT COORDINATOR JOB DESCRIPTION & REQUIREMENTS

Job Summary:

Work is performed under the direct supervision of the Fire Chief or their designated representative; responsible for efficient and effective administration of a comprehensive Emergency Preparedness Program by coordinating all of the components and activities regarding emergency preparedness with city departments and divisions, county, federal, and state agencies, and the general public. Includes developing, coordinating, and implementing emergency operations plans and operating procedures, analyzing and distributing information concerning natural and man-made emergencies and/or disasters, developing educational and community outreach strategies, and developing resource management procedures. Organizes, coordinates, and implements emergency management exercises, training programs, and teaches preparedness classes. Secures technical and financial assistance through grants and Public/Private partnerships.

Essential Job Functions:

Plans and coordinates emergency preparedness, response, and recovery operations.

Develops, coordinates and leads emergency management training; coordinates and evaluates emergency operations drills and actual disasters to make recommendations to improve operations and/or response; advises City departments on their emergency plans and coordinates interdepartmental activities. Coordinates participation in disaster exercises.

Plans, develops, reviews, maintains, and administers City-wide policies and programs related to emergency preparedness; measures program effectiveness and recommends enhancement and improvements.

Reviews and analyzes city's comprehensive emergency management plan and the all-hazards mitigation plan, makes recommendations to revise, update, and improve these plans to effectively handle disasters or major emergencies, develops new plans as needed, and ensures that plans are current and adequately address specific emergencies or disasters and that plans conform with federal and state requirements.

Revises, updates, and/or develops city-wide emergency management standard operating procedures, ensures that operating procedures are consistent and understood by city staff, emergency management partners/liaisons, and maintains close communication with designated partners/liaisons in order to relay new procedures and developments.

Serves as a point of contact for the city in emergency and/or disaster response situations; works in conjunction with local, regional and state entities for emergency and/or disaster response; initiates and monitors the increased readiness actions among the city services when disaster threatens.

Serves as the City of Saginaw representative at local and regional emergency management meetings.

Serves as the liaison with local and/or state agencies, local organizations and community groups regarding emergency preparedness.

Oversees emergency management systems including the Emergency Operations Center and EOC communications.

Coordinate staffing of the Emergency Operations Center (EOC) with designated personnel, and coordinates EOC activities to support natural or man-made disasters or major emergency operations.

Development, coordination, and maintenance of city, county and regional mutual aid and cooperative assistance agreements to provide needed services, equipment, or other resources in the event of an emergency.

Keeps the city staff and elected officials apprised of the preparedness status and emergency management needs during potential emergency events as directed by the Fire Chief.

Monitors State and Federal legislation and regulations governing emergency management and advises the Fire Chief on actions required resulting from the legislation or regulations.

Develops educational and community outreach programs to inform citizens on overall emergency preparedness, works closely with volunteer, community, and business groups to coordinate educational programs and planning efforts, and assists in the preparation of emergency press releases.

Prepares and presents public awareness programs to civic groups, medical facilities, schools, and other organizations.

Provides for the development and or coordination of Community Emergency Response Team(s) (CERT). Assist in coordination and delivery of local CERT courses. Identifies volunteer opportunities for citizens to contribute to local homeland security efforts.

Conducts risk and threat assessments, works with and advises city departments on their emergency plans, coordinates interdepartmental activities, and advises city officials regarding disaster mitigation, response, and recovery procedures and resources.

Provides assistance to organizations by conducting facility surveys to evaluate their emergency plans and make appropriate recommendations as needed.

Continually evaluates and monitors warning notification systems and coordinates with the appropriate city departments to maintain the system's readiness.

Under direction of the Fire Chief, coordinates mutual aid or cooperative assistance agreements to provide needed services, equipment, or other resources in the event of an emergency.

Coordinates with organized volunteer groups and businesses regarding emergency operations.

Prepares news articles for public release.

Serves on the City's Special Event Committee, reviews all special event permit applications and develop a unified Incident Action Plan for major events.

Secures technical and financial assistance through grants and Public/Private partnerships

Prepares and submits program funding documentation and coordinates grant proposal activities related to emergency preparedness.

Creates and maintains computerized database of hazardous chemicals within the jurisdictions.

Drafts reports and studies required by agencies at local, state, and federal levels.

Attends and completes all required education courses as assigned and required by state and federal agencies.

Performs other related duties as assigned.

Knowledge, Skills and Abilities:

Knowledge of:

Emergency Management concepts, knowledge of basic first aid procedures; ability to communicate effectively, both orally and in writing; ability to establish and maintain effective working relationships with co-workers; ability to relate to persons of varying socioeconomic and ethnic backgrounds; and ability to maintain appropriate necessary certifications.

City policies and procedures; Fair Labor Standards Act, City and State codes and ordinances, record retention laws for public safety agencies, and laws pertaining to public safety agencies; records management; database management

Principles and practices of emergency management.

Applicable federal, state, and local laws and regulations.

National Response Framework.

National Incident Management System.

Basic meteorology and storm spotting techniques.

Principles and procedures of record keeping.

Business letter writing and report preparation.

Research, data analysis, and report preparation techniques.

Grant programs and grants management principles and techniques.

Grant programs and grants management principles and techniques.

Basic principles and practices of public administration.

Governmental structures and resources.

Standard office procedures such as filing, copying, and answering phones. Ability to effectively prepare and deliver presentations.

Skill in:

Proficiency in the use of computers and MS Office software programs to facilitate the creation of plans, reports, spreadsheets, and presentations.

Proficiency in technical writing knowledge, skills, and abilities needed to develop plans, reports, presentations, and other EM related documents.

Software Program Experience: WebEOC, Mapping Software, Emergency Notification Software.

Must demonstrate excellent oral and written communication skills.

Must have the ability to speak to large public meeting, present EM related information to Local, State, and regional EM practitioners.

Must be able to function calmly, effectively and decisively in emergency situations.

Ability to think analytically and apply sound judgment to solve problems and make effective decisions.

Ability to interpret and explain City emergency operations, policies, and procedures.

Required Education, Degrees, Certifications and/or License:

High School Diploma or General Equivalency Diploma; Valid Texas Driver's License;

Valid technician level amateur radio license or ability to obtain within six months;

Bachelor's Degree in Emergency Management, Public Administration or related field; or, an equivalent combination of education and emergency management or emergency service experience to perform the duties and functions as outlined;

NIMS ICS Courses 100, 200, 300, 400, 700, 800;

Ability to respond to emergencies or to perform threat monitoring activities at night or on weekends;

American Heart Association CPR and Basic First Aid Instructor Certifications or ability to obtain within six months

Physical Demands:

This position involves touching, talking, hearing, seeing, grasping, standing, stooping, kneeling, crouching, reaching, walking, repetitive motions, climbing, balancing, pushing, pulling and lifting. Must be able to exert up to 50 pounds of force occasionally, up to 20 pounds of force frequently, and/or up to 20 pounds of force constantly involving the moving of objects.