

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, October 6, 2020

Saginaw City Hall Council Chambers

333 West McLeroy Blvd.

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

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

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

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

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

(2) Invocation

(3) Audience Participation--On the Video Screen

(4) Consent Agenda--All items listed with lower case letters are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

(a) Action regarding Minutes, September 15, 2020--Janice England, City Secretary

(b) Action regarding Minutes, September 22, 2020--Janice England, City Secretary

(c) Action Regarding Building Improvement Grant Agreement with

Palomino Southern Limited Partnership (510-548 S. Saginaw Blvd.)--
Keith Rinehart, Director of Community & Economic Development

(d) Action regarding Lease Agreement with Northwest Plumbing to allow a Mural to be painted on north side of the Northwest Plumbing Building located at 109 N. Saginaw Blvd.--Keith Rinehart, Director of Community & Economic Development

(e) Action regarding Authorization of an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (KHA) for the Saginaw Elementary Sidewalk Loop--Rick Trice, P.E., Director of Public Works

(5) Consideration and Action regarding Rate Increase Request from Waste Connections--Dolph Johnson, Asst. City Manager

(6) Consideration and Action regarding Ordinance No. 2020-21, Amending Electrical, Mechanical, and Plumbing Fees; and the Residential Trash and Recycle Rate--Janice England, City Secretary

(7) Recess into Workshop

(8) Discussion regarding Proposed Beekeeping Ordinance--Gabe Reaume, City Manager

(9) Fire Station Design Update--Dolph Johnson, Asst. City Manager

(10) Reconvene Back into Regular Session

(11) Executive Session--The City Council may take action on any Executive Session item posted.

551.071. Texas Government Code.

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

(a) Any Posted Item

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)** Possible incentive promoting the development of property consisting of approximately 78.724 acres and described as a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas

(12) Adjournment--Todd Flippo, Mayor



City of Saginaw

Meeting Date: 10/6/2020

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, September 15, 2020

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on September 15, 2020 are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 9-15-2020

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
SEPTEMBER 15, 2020**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Charles Beasley
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Andrew Simonsen, P.E.
City Engineer	Dana Shumard, P.E.
City Engineer	Trenton Tidwell, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Lee Howell
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Dir. of Community & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Police Officer	Klayton Kaddatz

Absent from the meeting:

Councilmember	Patrick Farr
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Visitors at the meeting:

Sedrick Eddington	Ronnie Mills
Jay VonAhsen	Kathryn Johnson
Kelly Stewart	Clay Cristy
David Dierker	Siobhan Lilley
Susan Bentley	Mark Lenters (via internet)

(1) Call to Order

Mayor Flippo called the meeting to order at 6:00 p.m. with a quorum present. Mayor Flippo stated that Councilmember Farr will not be present tonight due to illness.

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Pastor Ronnie Mills of Kingdom Chapel gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, September 1, 2020

b. Action regarding Appointment of Crime Control and Prevention District (CCPD) Board of Directors for Members with Terms expiring September 2020

Summary: The following CCPD Board of Directors Members have terms that expire this month: Todd Flipppo, Cindy Bighorse, and Mary Copeland. The Council needs to take action to reappoint these three members. Terms of office are two years.

c. Action regarding Resolution No. 2020-21, Annual Approval of Investment Policy

Summary: Chapter 2256 of the Government Code, also known as the "Public Funds Investment Act" requires the City to have a written investment policy that must be reviewed annually by the governing body. The proposed policy was last revised on September 3, 2019. The proposed policy has been reviewed by the Investment Committee which is comprised of the Mayor, City Manager, Assistant City Manager, and Finance Director. The committee has determined that no revisions to the policy are necessary. The Investment Committee recommends approval of Resolution No. 2020-21, annual approval of the Investment Policy.

d. Action regarding an Accreditation Agreement with the American Public Works Association for Voluntary Accreditation

Summary: The 2019-2020 Fiscal Year Budget contains funding for 50% of the cost of Public Works Accreditation through the American Public Works Association (APWA). The 2020-2021 Fiscal Year Budget provides the remainder of the costs that will be paid during the fiscal year. Additional funding will have to be allocated at the completion of the internal accreditation process to fund an APWA audit of the Public Works Department. Public Works Accreditation recognizes public works departments as having performed a self-review of policies, practices and procedures against recognized best practices. The process must be accomplished within a three (3) year period and culminates with a field visit by APWA representatives to review the department's work and determine if the department should receive the accreditation recognition. The process is intensive as twenty-one broad functional areas with multiple sub-functions are reviewed and documented. Some areas will require the formal development of policies, practices, and procedures that exist today but may not be documented. Accreditation is maintained for four (4) years after which the department must apply for re-accreditation. Re-accreditation is similar in scope as existing practices are reviewed and updated as new "best practices" are identified by APWA. The financial impact is \$3,950. Funds are available in the Public Services Budget, Capital Outlay/Special Request Account 01-7000-06-00.

e. Action regarding a Memo of Understanding (MOU) with Tarrant County to participate in Urban Counties' TechShare Juvenile Program

Summary: Currently the Saginaw Police Department operates through an agreement with Tarrant County and numerous local governments in the State of Texas to electronically file, store, and share arrest and prosecution data, criminal case files, and other information regarding adults in a state-wide case management database known as TechShare LEA. Tarrant County is prepared to extend this case management system to include juvenile data. The proposed MOU will allow Saginaw Police Department to electronically file juvenile cases with Tarrant County, perform statewide juvenile record searches, and perform other functions as allowed by statutes and role-based permissions. Currently, no other centralized juvenile database operates at

a statewide level with this type of access. Juvenile data is considered confidential and highly protected under state law. The proposed MOU establishes ownership of the data, access rights, authorities, security, and storage processes. TechShare LEA is internet based, encrypted, and protected by anti-virus software. There is no cost to the City for this expanded service. The terms and conditions of this agreement shall be indefinite unless terminated by a thirty (30) written notice.

f. Action regarding Authorization of Award of Contract for the Saginaw Boulevard 16" Water Line, Phase 2

Summary: On March 5, 2019, the City Council authorized an Individual Project Order with Kimley-Horn & Associates, Inc. for the Design of the Saginaw Boulevard 16" Water Line, Phase 2 Project. The project includes the installation of approximately 3,230 linear Feet of 16" water line from Palomino Drive at Saginaw Boulevard eastward to an existing 12" water line north of East Industrial Blvd. The project will complete a looped water system from the Longhorn Pump Station increasing system redundancy and reliability. A total of eighteen bids were received for the project. Kimley-Horn & Associates, Inc. have reviewed the bids and determined ANA Construction, with a bid of \$1,045,770 to be the lowest responsible bidder. Funds in the amount of \$1,086,050 are Budgeted in the current fiscal year budget for this project (Water and Wastewater Enterprise Fund, Account 05-7022-55).

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve the Consent Agenda as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Farr

(5) Consideration and Action regarding Approval of a Preliminary Plat for UCD Saginaw Addition, Lots 1-8, Block A, being 21.292 acres of land situated in the Henry Robertson Survey, Abstract No. 1798, City of Saginaw, Tarrant County, Texas

Motion was made by Councilmember Copeland with a second by Councilmember Bighorse to approve the Preliminary Plat for UCD Saginaw Addition, Lots 1-8, Block A as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Farr

(6) Consideration and Action regarding Approval of a Site Plan for Alliance Saginaw (UCD Saginaw Addition, Lot 8, Block A)

Motion was made by Councilmember Copeland with a second by Councilmember Bighorse to approve the Site Plan for Alliance Saginaw (UCD Saginaw Addition, Lot 8, Block A). Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Farr

(7) Public Hearing – Presentation of Proposed Budget for Fiscal Year 2020-2021

Mayor Flippo declared the public hearing for this item opened at 6:10 p.m. Finance Director Quin explained that the proposed budget for the fiscal year 2020-2021 has been presented and discussed during multiple workshops. She stated this item is specifically for public input on the proposed budget. She added that the proposed budget is posted on the City's website.

City Manager Reaume read the following comments from Councilmember Farr regarding the budget and tax rate. "Thank you staff, specifically Kim Quin and all department heads for your work in preparing a budget consistent with our Long Range Financial Plan. I support the proposed budget with revenues consistent with the Long Range Financial Plan Rate of 46.1579 cents."

Mayor Flippo called for any public input. Kelly Stewart addressed the Council regarding the amount included in the budget for a parks master plan. Finance Director Quin explained the budgeted amount is \$32,000. Mayor Flippo called for any additional public input. There was none. Mayor Flippo declared the public hearing closed at 6:16 p.m.

(8) Consideration and Action regarding Resolution No. 2020-23, Adoption of Budget for Fiscal Year 2020-2021

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Beasley to approve Resolution No. 2020-23 adopting the budget for the fiscal year 2020-2021. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Farr

(9) Consideration and Action to Ratify the Adopted 2020-2021 Fiscal Year Budget

City Attorney Meredith explained that taking action to ratify the adopted budget is necessary because the adopted budget will generate more total revenue than received in the current fiscal year budget.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to ratify the adopted 2020-2021 fiscal year budget. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Farr

(10) Consideration and Action regarding Ordinance No. 2020-19, Adopting and Setting the Property Tax Rate for the 2020 Tax Year

Mayor Flipppo declared the public hearing for this item opened at 6:19 p.m. Finance Director Quin explained that the required notices have been posted and published in order for the Council to adopt a property tax rate for the 2020 Tax Year. She further explained that five votes are required to approve the tax rate. She stated that the current property tax rate is 45.9000 cents. The two tax rates being considered are: 46.1579 cents and 46.3280 cents.

Councilmember Copeland expressed her support of the tax rate of 46.3280 cents and explained her reasons.

City Manager Reaume read the following statement from Councilmember Farr regarding this item. "I support the adoption of the Long Range Financial Plan Rate of 46.1579 cents".

Mayor Flipppo called for public comment. Sedrick Eddington addressed the Council. He thanked the Council for their time. He asked about property appraisal amounts set by the Tarrant Appraisal District. He also expressed his opposition to the higher tax rate of 46.3280 cents.

Mayor Flipppo called for any additional public comment. There was none. Mayor Flipppo declared the public hearing closed at 6:37 p.m.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Beasley that the property tax rate be increased by the adoption of the tax rate of 0.461579 (46.1579 cents), which is effectively a 0.79% increase in the tax rate for the 2020 tax year as stated in Ordinance No. 2020-19. Motion carried. 5-1-0-1

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

Against: Councilmember Copeland

Abstain: None

Absent: Councilmember Farr

(11) Public Hearing – Presentation of Revised Budget for Fiscal Year 2019-2020

Mayor Flipppo declared the public hearing for this item opened at 6:38 p.m. Finance Director Quin explained that the revised budget summary for the fiscal year 2019-2020 is included in the Council packets. She stated that the budget is revised twice each year. She explained that this allows the capture of the items approved throughout the year by the City Council. She added that many of the revisions are related to COVID-19 expenditures.

Mayor Flipppo called for any public input. There being no public input, Mayor Flipppo declared the public hearing closed at 6:42 p.m.

(12) Consideration and Action regarding Resolution No. 2020-22, Adoption of Revised Budget for Fiscal Year 2019-2020

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Bighorse to approve Resolution No. 2020-22, adopting the revised budget for the fiscal year 2019-2020 as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Farr

(13) Consideration and Action regarding Ordinance No. 2020-20, Water and Wastewater (Sewer) Service Rates

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Ordinance No. 2020-20, revising the water service and wastewater (sewer) rates as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Farr

(14) Recess into Workshop

Mayor Flipppo declared the meeting recessed into Workshop at 6:45 p.m.

(15) Discussion regarding Roundabouts and Knowles Drive Intersections

An in-depth presentation was given by the following: from Kimley-Horn and Associates, Inc.: Dana Shumard, P.E., Andrew Simonsen, P.E., Trenton Tidwell, P.E.; local roundabout expert Jay VonAhsen; and national roundabout expert Mark Lenters. There was discussion regarding single lane roundabouts for the intersections of W.J. Boaz and Knowles Dr.; and W. McLeroy Blvd. and Knowles Dr. versus the use of traffic signals. The consensus of the Council was to proceed with the design of a roundabout for the intersection of W.J. Boaz and Knowles Dr.; and to discuss the intersection at W. McLeroy Blvd. and Knowles Dr. further when all Councilmembers are present.

(Councilmember Beasley left the meeting during Item 15.)

(15) Reconvene Back into Regular Session

Mayor Flippo declared the meeting back in Regular Session at 8:36 p.m.

(17) 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 Application—548 S. Saginaw Blvd.

Mayor Flippo declared the meeting recessed into Executive Session at 8:36 p.m.

Mayor Flippo declared the meeting back in Regular Session at 8:49 p.m.

(18) Adjournment

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

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

Against: None

Abstain: None

Absent: Councilmembers Beasley and Farr

Mayor Flippo declared the City Council Meeting of September 15, 2020 adjourned at 8:49 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 10/6/2020

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(b)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, September 22, 2020

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on September 20, 2020 are presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 9-22-2020

**CITY OF SAGINAW
MINUTES OF SPECIAL CALLED
CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
SEPTEMBER 22, 2020**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro Tem	Valerie Junkersfeld
Councilmember	Charles Beasley
Councilmember	Patrick Farr
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Lee Howell
Police Lieutenant	Jose Murillo

Absent from the meeting:

City Engineer	Andrew Simonsen, P.E.
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Dir. of Community & Eco.Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie

Visitors at the meeting:

Dorothy Parks	Stuart Fink
Kyle Sikorski	Ryan Jordan

(1) Call to Order

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

(2) Audience Participation

This item was covered on the video screen.

Note: The Council agreed to switch the agenda order and move Item 4 up prior to Item 3.

- (4) Presentation by P3Works, LLC, regarding the procedure, establishment, financing and ongoing Administration of a Public Improvement District pursuant to Chapter 372 of the Texas Local Government Code

Kyle Sikorski of P3Works, LLC gave a presentation explaining procedures, establishment, financing, and ongoing administration of a Public Improvement District.

- (3) Presentation by Provident Realty Advisors, Inc. regarding the proposed Western Center Public Improvement District and development of property consisting of approximately 78.724 acres and described as a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas

Stuart Fink of Provident Realty Advisors, Inc. addressed the Council. He gave a presentation including examples of what the retail and multi family portions of the development could resemble. There was discussion regarding the development, retail and commercial uses, and a development agreement.

- (4) Presentation by P3Works, LLC, regarding the procedure, establishment, financing and ongoing Administration of a Public Improvement District pursuant to Chapter 372 of the Texas Local Government Code

This item was discussed prior to Item 3.

- (5) Consideration and Action regarding Resolution of the City Council of the City of Saginaw, Texas, accepting a petition to create the Western Center Public Improvement District on property consisting of approximately 78.724 acres and described as a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Texas; calling for a public hearing to consider the feasibility and advisability of establishing the District; authorizing and directing the publication and mailing of notices of the public hearing (Resolution No. 2020-24)

Motion was made by Councilmember Farr with a second by Councilmember Beasley to accept the petition to create the Western Center Public Improvement District on property consisting of approximately 78.724 acres and described as a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Texas; calling for a public hearing to consider the feasibility and advisability of establishing the District; authorizing and directing the publication and mailing of notices of the public hearing (Resolution No. 2020-24). Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

- (6) Consideration and Action regarding a Deposit and Reimbursement Agreement by and between the City of Saginaw and Provident Realty Advisors, Inc., providing for the funding of certain City anticipated and incurred professional services associated with all matters related to the contemplated Western Center Public Improvement District on property consisting of approximately 78.724 acres and described as a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas; and authorizing the Mayor to execute the same

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve the Deposit and Reimbursement Agreement with Provident Realty Advisors, Inc. as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

- (7) Consideration and Action regarding an Agreement for Public Improvement District Administration Services by and between the City of Saginaw and P3Works, LLC, to provide Public Improvement District administration services to the City, including but not limited to the provision of specialized services related to the revision and updating of the Service and Assessment Plan, bond issuance, and the administration of a Public Improvement District; and authorizing the Mayor to execute the same

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Bighorse to approve the Agreement for Public Improvement District Administration Services with P3Works, LLC as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

- (8) 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. Possible incentive promoting the development of property consisting of approximately 78.724 acres and described as a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas

Mayor Flippo declared the meeting recessed into Executive Session at 7:40 p.m.

Mayor Flippo declared the meeting back in Regular Session at 8:08 p.m.

(9) Adjournment

Motion was made by Councilmember Farr with a second by Councilmember Copeland to adjourn the meeting. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the Special Called City Council Meeting of September 22, 2020 adjourned at 8:08 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 10/6/2020

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

Agenda Items: (4)(c)

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:

Action Regarding Building Improvement Grant Agreement with Palomino Southern Limited Partnership (510-548 S. Saginaw Blvd.)

BACKGROUND/DISCUSSION:

On Tuesday, September 15, 2020, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during August 2020 by Palomino Southern Limited Partnership in regards to their property located at 510-548 S. Saginaw Blvd. The City Council determined in that session to award an amount not-to-exceed \$5,000.00 in reimbursable, and matching dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

FINANCIAL IMPACT:

Maximum of \$5,000.00 from Account # 01-6142-13-00 Building Improvement Grants

RECOMMENDATION:

NA

ATTACHMENTS:

Description
Council Communique



Community & Economic Development Department
333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

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

Date: City Council Meeting – October 6, 2020

ITEM:

Action Regarding Building Improvement Grant Agreement with Palomino Southern Limited Partnership (510-548 S. Saginaw Blvd.)

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

On Tuesday, September 15, 2020, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during August 2020 by Palomino Southern Limited Partnership in regards to their property located at 510-548 S. Saginaw Blvd. The City Council determined in that session to award an amount not-to-exceed \$5,000.00 in reimbursable, and matching dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

FINANCIAL IMPACT:

Maximum of \$5,000.00 from Account # 01-6142-13-00 Building Improvement Grants

RECOMMENDATION

NA

ATTACHMENTS:

- Building Improvement Grant Application

If you have any questions, please contact me at 817-230-0331.

Thank you,

A handwritten signature in black ink, appearing to read "Keith C. Rinehart". The signature is written in a cursive, flowing style.

Keith C. Rinehart, Director of Community & Economic Development

Building Improvement Grant Program Agreement

This Building Improvement Grant Program Agreement ("Agreement") is made by and between the City of Saginaw (the "City") and Palomino Southern Limited Partnership ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner of property located at 510-548 S. Saginaw Blvd., 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 \$5,000.00 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:

Palomino Southern Limited Partnership
Attn: Jordan Richards
3113 South University Drive
Fort Worth, TX 76109

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:

EXHIBIT “A”

ENHANCEMENTS AND CONSTRUCTION COSTS

B.I.G. Application

1	PROJECT INFORMATION			
A	<u>Property Address:</u> 510 – 548 South Saginaw Blvd.			
B	<u>Estimated Begin Work Date:</u> October 1, 2020		<u>Estimated Completion Date:</u> October 15, 2020	
C	<u>Years in business at this location:</u> 17 Years - Property is zoned Community Commercial			
D	<u>Reason for requesting grant:</u> Parking Lot Refresh – Repair, New Seal-coating and Re-striping			
2	ELIGIBILITY OF PROPERTY			
	Yes	No	Item	Notes
A	X		Within the City?	
B	X		Commercially zoned?	
C	X		Tax Paying entity?	
D	X		City taxes in good standing?	
E		X	No City liens existing?	
F	X		Proof of ownership provided?	
G		X	Outstanding code violations?	
H	X		Frequency of Grants OK?	* In accordance with Section 3.1.8
3	ELIGIBILITY OF BUSINESS			
	Yes	No	Item	Notes
A	X		Business taxes in good standing?	
B	X		if not owner, authorization provided?	

B.I.G. Application

4	Enhancements	Total Cost	Policy Max %	Policy Max \$	Amount Requested	Amount Approved
A	Façade: (Section 4.3)	-	-	-	-	-
B	Interior Renovation: (Section 4.4)	-	-	-	-	-
C	Landscaping: (Section 4.5)	-	-	-	-	-
D	Lighting: (Section 4.6)	-	-	-	-	-
E	Parking / Driveways: (Section 4.7)	\$16,778.75	50%	\$5,000	\$5,000	-
F	Pedestrian Amenities: (Section 4.8)	-	-	-	-	-
G	Signage: (Section 4.9)	-	-	-	-	-
H	Code Compliance: (Section 4.10)	-	-	-	-	-
I	Demolition: (Section 4.11)	-	-	-	-	-
J	Public Art: (Section 4.12)	-	-	-	-	-
TOTAL AMOUNT REQUESTED					\$5,000	
TOTAL BUILDING IMPROVEMENT GRANT APPROVED						
L	<u>Describe any planned Non-Grant Enhancements:</u> N/A					

B.I.G. Application

5 GRANT PRIORITIES				
	Yes	No	Preferred Area / Business?	Notes
A	X		Transportation Corridors including: Saginaw Blvd.	• This is a retail strip-center in South Central Saginaw right on Saginaw Blvd.
B	X		Downtown	
C	X		Retail	• ZONED COMMUNITY COMMERCIAL: Meat Market, Fitness Center, Dollar Store, Phone Store, etc.
D		X	Restaurants	
E		X	Professional Office	
F		X	Industrial and manufacturing	
G	X		Any sales-tax generating business	
6 ATTACHMENTS / EXHIBITS				
	Yes	No	Item	Notes
A	X		Ownership documentation	
B	X		Photos of existing condition	
C	X		Drawings, renderings, plans of the proposed enhancements	
D	X		Written description of enhancements including building materials and color schemes	
E	X		Construction cost estimate	
F	X		Copy of the signed lease agreement	• Not required – Applicant is owner
G	C		Written support of grant application from the owner	• Not required – Applicant is owner

OWNERSHIP AND TAX VERIFICATION

Property Location:
510-548 S. Saginaw Blvd.

Property Data

[illegible]

Wade-Giles, Pinyin, and Romanization

Accepted: 2012.4.20 (12.03.2012)
 Printed: April (12.04.2012)
 Issue Volume: 34 (2012)
 Printed Deadline: 10.03.2012

© 2006 Pearson Education, Inc.

Order Number: 2022-04-27 12:00:00 AM

Site Class: III (Hard) - Semi-Fragile Soil (Stiff Clay)
 2 of 2 (Page 1)

Private Building
Building Name: 6000000-00000000-0-0000000
Building Type: Commercial
New Build: No

Water Billing Area 10000000
Net Leasable Area 114,88,000
Land 9999, 114,400
Land Area 4 0000

TARRANT COUNTY, TEXAS

Property Tax Record

[NEW SEARCH](#)

Address: 000000000000 APTS: 21470 7 AL Location: MAPLEVIEW E BAYSHIRE BLVD Unit#: 140410 WORTH AVE UNIT 14N BLOCK 7 LOT 41 Owner: KALGONSKI POLYMER LITZ PIRSHIP 2148 S GUNTERVILLE DR FORT WORTH TX 76109-3418	Assessed: T 100 VV SWD: 0 Previous Ass: 00 00 By PR: 0 Tax Map: 10010 Sale Date: 10/10 SALES: 0	BANK Volume: (and) 46730 2832748 2016 Exemptions: Overlapping District Accounts: 2017—T—A— TC
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The heading with Texas Tax Code Section 20.027. This website does not indicate that a property owner is 60 years of age or older.

[**VIEW TAX INFORMATION \(EXTERNAL LINK\)**](#)

NO WARRANTIES

Electronic filings are being provided as a convenience and for informational purposes only. They do not constitute an endorsement or an approval by Tarrant County of any of the products, services or opinions of the preparer or preparator or otherwise. Tarrant County makes no representations for the inclusion, accuracy or completeness of any electronic filing or for the subsequent info. Contact the preparer prior for assistance to auditors regarding its order.

Click on the e-Statement button to view Total Tax Due

Click on the e-Payment button to make a credit card or e-check payment

CURRENT STATUS

PRIOR YEARS

TAX ESTIMATOR

E-PAYMENT

E-STATEMENT

PAPERLESS

Year	Unit	Larry Amount	Amount Paid	Larry Unit	Pennalty	Interest	Total Penalty	Total Due	Received Date
2016	021	16,880.00	16,000.00	0.00	0.00	0.00	0.00	0.00	1/29/2016
2016	022	5,189.00	5,189.00	0.00	0.00	0.00	0.00	0.00	1/29/2016
2016	024	7,884.02	7,884.02	0.00	0.00	0.00	0.00	0.00	1/29/2016
2016	025	4,959.00	4,959.00	0.00	0.00	0.00	0.00	0.00	1/29/2016
2016	018	63,536.00	63,536.00	0.00	0.00	0.00	0.00	0.00	1/29/2016
GRAND TOTAL		205,788.02	205,788.02	-0.00	0.00	0.00	0.00	0.00	

TAD – PROPERTY VALUATION

Property Location:
510-548 S. Saginaw Blvd. **PRIORITY / PRIME LOCATION: South Saginaw

Values

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 TAO's database. [Tarrant County Tax Office Account Information](#)

Year	Improvement Market	Land Market	Total Market	Total Appraised (
2020	\$2,832,749	\$997,231	\$3,830,000	\$3,830,000
2019	\$2,832,749	\$967,231	\$3,800,000	\$3,800,000
2018	\$2,832,749	\$997,231	\$3,830,000	\$3,830,000
2017	\$3,082,749	\$997,231	\$4,080,000	\$4,080,000
2016	\$1,232,749	\$997,231	\$2,230,000	\$2,230,000
2015	\$1,032,749	\$967,231	\$1,990,000	\$1,990,000

EXHIBIT “B”

BUILDING IMPROVEMENT GRANT POLICY

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.

-- The remainder of this page purposefully left blank. --

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: 10/6/2020

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

Agenda Items: (4)(d)

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:

Action regarding Lease Agreement with Northwest Plumbing to allow a Mural to be painted on north side of the Northwest Plumbing Building located at 109 N. Saginaw Blvd.

BACKGROUND/DISCUSSION:

The proposed agreement is between the City of Saginaw and Northwest Plumbing. It addresses the painting of the mural on the north side wall of the Northwest Plumbing building. At the September 1, 2020 City Council Meeting, the City Council approved funds for a professional artist to paint the mural. The term of the lease agreement is ten years.

FINANCIAL IMPACT:

The financial impact of the lease agreement is \$10.

RECOMMENDATION:

NA

ATTACHMENTS:

Description

Council Communique



Community & Economic Development Department
333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

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

Date: City Council Meeting – October 6, 2020

ITEM:

Action regarding Lease Agreement with Northwest Plumbing to allow a Mural to be painted on north side of the Northwest Plumbing Building located at 109 N. Saginaw Blvd.

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

The proposed agreement is between the City of Saginaw and Northwest Plumbing. It addresses the painting of the mural on the north sidewall of the Northwest Plumbing building. At the September 1, 2020 City Council Meeting, the City Council approved funds for a professional artist to paint the mural. The term of the lease agreement is ten years.

FINANCIAL IMPACT:

The financial impact of the lease agreement is \$10.

RECOMMENDATION

NA

ATTACHMENTS:

- Mural Lease
-

- Lease Agreement Exhibit A

If you have any questions, please contact me at 817-230-0331.

Thank you,

A handwritten signature in black ink, appearing to read "Keith C. Rinehart". The signature is written in a cursive, flowing style.

Keith C. Rinehart, Director of Community & Economic Development



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

LEASE AGREEMENT FOR MURAL

WHEREAS, the Northwest Plumbing building (“Building”) located at 109 N. Saginaw Blvd Saginaw, Texas, Northwest Plumbing, 109 N. Saginaw Blvd. is owned by (“Owner) and the City of Saginaw (“City”) desires to lease the north side of the Building for a mural, which is described and depicted in the attached and incorporated Exhibit “A” hereto, (“Mural”) to be painted on such wall as a part of its Art in the Community Program; and

WHEREAS, the Owner is willing to lease such wall and refrain from altering or defacing the proposed Mural on such wall or blocking the view of such Mural for a period of TEN (10) years.

NOW THEREFORE:

1. This lease agreement (“Agreement”) is effective as of _____, 2020 (“Effective Date”) and shall terminate on the ten-year anniversary of the Effective Date, unless sooner terminated by agreement of the parties hereto.
2. Owner hereby leases the south-facing wall of the Building to the City for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, for a period of ten (10) years, for the purpose of painting and applying the Mural on such wall and grants to City, its agents, employees and contractors a right of access to such wall over the Property for the purpose of painting and applying the Mural; and on a periodic basis throughout the term of this Agreement, for the purpose of cleaning, maintaining and restoring such Mural. During the period of this lease Owner agrees to maintain a clear view of the Mural from (N. Saginaw Blvd.) and not to erect any building or other obstruction to the view of the Mural from such street, on the Property. Owner agrees to refrain from altering the wall containing the Mural and from defacing or painting over the Mural during the term of this Agreement.

3. This Agreement shall be binding on subsequent owners of the Property and shall run with the land for the term of this Agreement.
4. Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of Texas and exclusive venue shall lie in Tarrant County, Texas.
5. Entire Agreement. This Agreement is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Agreement or to any expressly mentioned exhibits not incorporated in writing in this Agreement.
6. Amendment of Lease Agreement. This Agreement may be amended only by an instrument in writing signed by Owner and City.
7. Notices. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the following address:

If to Owner:

If to City:

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

Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

SIGNED to be effective on the Effective Date.

CITY:

CITY OF SAGINAW, TEXAS

By: _____
Todd Flippo, Mayor

OWNER:

Northwest Plumbing

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

Before me _____ on this day personally appeared _____ known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2020.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

Before me _____ on this day personally appeared _____ known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

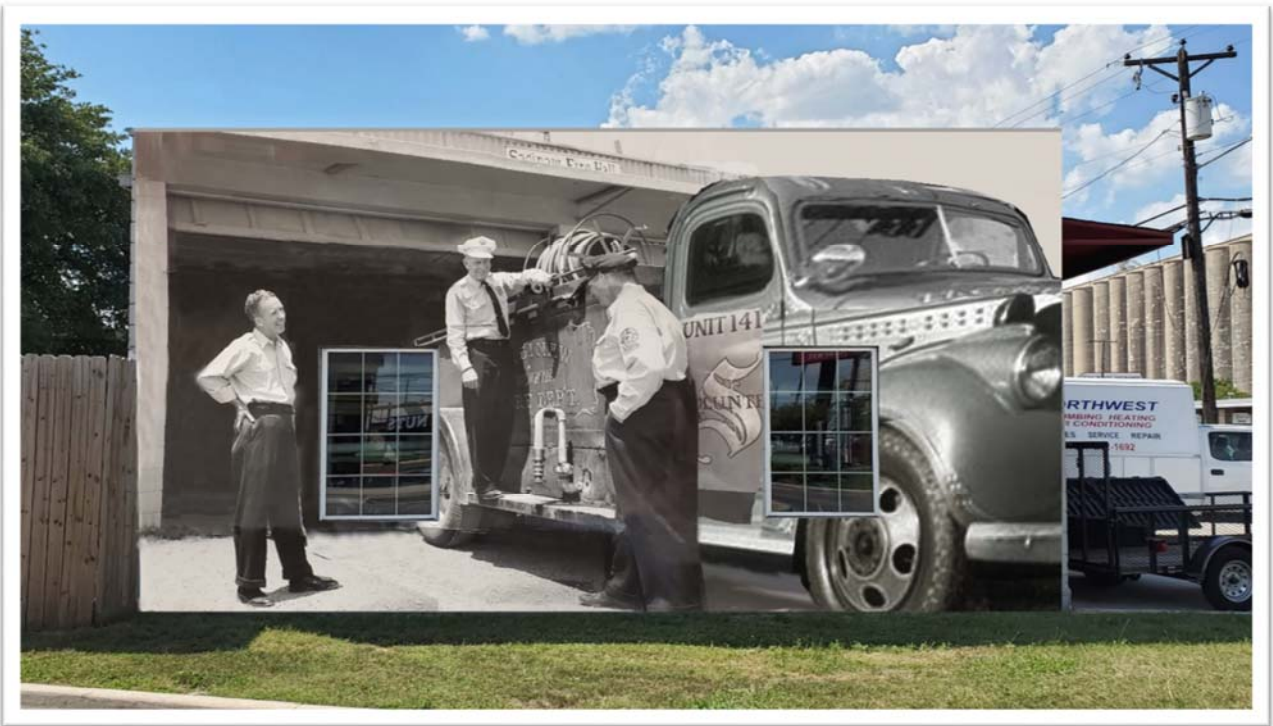
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2020.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

EXHIBIT "A"





City of Saginaw

Meeting Date: 10/6/2020

Staff Contact: Rick Trice, PE.
Director of Public Works

Agenda Items: (4)(e)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action regarding Authorization of an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (KHA) for the Saginaw Elementary Sidewalk Loop

BACKGROUND/DISCUSSION:

On March 17, 2020, City Council adopted Resolution 2020-06 seeking Community Development Block Grant (CDBG) for the 44th year Community Development Block Grant Project (FY 2020). The Resolution designated the recommended project to construct new sidewalks in the 215-500 blocks of Bluebonnet Street.

On August 18, 2020, City Council approved Ordinance No. 2020-15 authorizing Certificates of Obligation for \$20,500,000 in funds for capital expenditures, including \$1,000,000 in Sidewalk and ADA improvements.

Staff is recommending that the remainder of the sidewalk proposed in the CDBG project be designed and constructed at this time.

Kimley-Horn and Associates, Inc. has submitted an IPO for contract preparation, bidding services and construction phase services. The fee breakdown is as follows:

Task Name	Budget Amount	Fee Type
Task 1 - Contract Document Preparation	\$27,000	Lump Sum
Task 2 - Bidding Services	\$3,000	Lump Sum
Task 3 - Construction Phase Services	\$5,000	Lump Sum
Total	\$35,000	Lump Sum

FINANCIAL IMPACT:

The financial impact will be \$35,000. Funding will come from \$1,000,000 allocated under 2020 Certificate of

Obligations for Sidewalk and ADA Improvements.

RECOMMENDATION:

Staff recommends approval of the IPO with KHA for the Saginaw Elementary Sidewalk Loop in the amount of \$35,000.

ATTACHMENTS:

Description

KHA IPO

Opinion of Probable Construction Cost

Sidewalk Exhibit



August 26, 2020

Mr. Rick Trice
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

RE: *Saginaw Elementary Sidewalk Loop*

Dear Rick:

Please find attached the Individual Project Order (IPO) No. Saginaw Elementary Sidewalk Loop (reference the master agreement dated April 17, 2012).

Please contact me at (817) 339-2281 or trenton.tidwell@kimley-horn.com should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

TBPE No. F-928

A handwritten signature in black ink, appearing to read "Trenton D. Tidwell".

Trenton Tidwell, P.E.
Project Manager

INDIVIDUAL PROJECT ORDER NUMBER – Saginaw Elementary Sidewalk Loop

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Saginaw, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 17, 2012, which is incorporated herein by reference.

Identification of Project: Saginaw Elementary Sidewalk Loop

Project Understanding:

The Client desires to design and construct sidewalks in the neighborhood surrounding the Saginaw Elementary School. The Client understands that the Consultant will design sidewalks and pedestrian curb ramps for Southern Avenue and Opal Street utilizing the survey collected with the CDBG Sidewalks – 46th Year IPO. The scope of this contract also includes Bidding and Construction Phase services.

Specific Scope of Basic Services:**Task 1 – Contract Document Preparation**

- A. Prepare for, attend, and conduct up to two (2) project meetings with the Client to discuss the design/project.
- B. Prepare construction plans for the proposed sidewalks and pedestrian curb ramps along Southern Avenue and Opal Street. Submit a conceptual exhibit and final plans for Client review.
- C. Prepare contract specifications, general notes, and contract documents for the proposed pedestrian improvements. The contract specifications will be based upon the North Central Texas Council of Governments (NCTCOG). The specifications/documents will be 8.5"x11".
- D. Address up to two (2) rounds of comments from the Client.

Task 2 – Bidding Services

- A. Assemble contract documents for advertisement.
- B. Answer Contractor questions during advertisement period.
- C. Issues addenda as necessary.
- D. Attend Bid Opening.
- E. Tabulate bids and review bidder's qualification.
- F. Prepare letter of recommendation for award.

Task 3 – Construction Phase Services

- A. Attend pre-construction meeting.
- B. Visit site during construction as requested by the Client. Consultant will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- C. Respond to Contractor RFI's. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- D. Review Contractor pay applications. Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- E. Prepare change orders, if required. Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. Substantial Completion. Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- G. Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services.

Schedule

Consultant will begin services upon receipt of Notice to Proceed.

Fee and Expenses

<u>Task Name</u>	<u>Budget Amount</u>	<u>Fee Type</u>
Task 1 – Contract Document Preparation	\$27,000	(Lump Sum)
Task 2 – Bidding Services	\$ 3,000	(Lump Sum)
Task 3 – Construction Phase Services	\$ 5,000	(Lump Sum)
Total	\$35,000	(Lump Sum)

Consultant will perform the services in Tasks 1 through 3 for the total lump sum fee of \$35,000. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Payment will be due within 25 days of your receipt of the invoice.

ACCEPTED:

CITY OF SAGINAW, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Gabe Reaume
City Manager

BY:  _____
Scott R. Arnold, P.E.
Vice President

DATE: _____

DATE: August 25, 2020

Client:	City of Saginaw	Date:	8/12/2020
Project:	Saginaw Elementary - Sidewalk Loop	Prepared By:	NRE
KH No.:		Checked By:	TDT

Item #	Item Description	Quantity	Unit	Unit Price	TOTAL
1	Mobilization and Site Prep	1	LS	\$ 23,000.00	\$ 23,000.00
2	Combination Ramp (Curb & Sidewalk Removal + Installation)	15	EA	\$ 2,800.00	\$ 42,000.00
3	4" Concrete Sidewalk (6' Wide)	9000	SF	\$ 6.00	\$ 54,000.00
4	Concrete Driveway Removal & Replacement	4200	SF	\$ 15.00	\$ 63,000.00
5	Water Valve Adjustments	9	EA	\$ 500.00	\$ 4,500.00
6	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
7	Sodding and Landscape Restoration	1	LS	\$ 15,000.00	\$ 15,000.00
8	Crosswalk Striping and Signing	1	LS	\$ 14,000.00	\$ 14,000.00
				Construction Subtotal:	\$220,500.00
				Conting. (%,+/-) 20%	\$44,500.00
				Engineering, CCA, TDLR	\$35,000.00
				Construction Total:	\$300,000.00

Basis for Cost Projection:

No Design
Preliminary Design
Final Design

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



SAGINAW ELEMENTARY SIDEWALK LOOP



City of Saginaw

Meeting Date: 10/6/2020

Staff Contact: Dolph Johnson
Assistant City Manager

Agenda Items: (5)

E-mail: djohnson@saginawtx.org

Phone: 817-230-0325

SUBJECT:

Consideration and Action regarding Rate Increase Request From Waste Connections for Solid Waste and Recycling Services

BACKGROUND/DISCUSSION:

Waste Connections has requested a 2% increase in rates for residential and commercial trash service. See staff memo for contract requirements and rate history.

FINANCIAL IMPACT:

A 2% increase would add 25 cents per month (pre-tax) to residential bills and 2% to the current rates for each category of commercial dumpster and roll-off services.

RECOMMENDATION:

City Council discretion.

ATTACHMENTS:

Description

Staff Memo with Attachments

MEMORANDUM

DATE: September 16, 2020
TO: Mayor and City Council
FROM: Dolph Johnson, Assistant City Manager
RE: Rate Increase Request from Waste Connections

We have received a letter and supporting data from Waste Connections requesting a 2% increase in rates for residential and commercial garbage accounts effective November 1, 2020.

We renewed our contract with Waste Connections last year and the rate adjustment request is based on the criteria outlined in the new contract. Rates can be adjusted annually to reflect changes in the Consumer Price Index (CPI) for All Urban Customers, Garbage and Trash Collection in U.S. City Average Not Seasonally Adjusted for the most recent twelve month period, September through August. The CPI adjustment for that period is 3.49%. Waste Connections is only asking for a 2% increase.

Residential customers currently pay a rate of \$12.32 per month (\$13.34 with tax). The 2% increase would raise the residential rate 25 cents to \$12.57 per month (\$13.61 with tax). Commercial rates would also increase 2% across the board. An updated rate sheet showing the requested rates is attached.

Mr. Abel Moreno, General Manager for Waste Connections will be at the meeting to answer any questions you may have.

A history of our contract and rate adjustments is shown below.

WASTE CONNECTIONS CONTRACT AND RATE ADJUSTMENT HISTORY – All approved by Council

2007	Contract awarded
2008	No increase per contract
2009	No increase per contract
2010	1.74% increase for all accounts
2011	4.18% increase for residential and roll off accounts (no increase for commercial front loads)
2012	1.50% increase for all accounts
2013	2.70% increase for all accounts
2014	1.72% increase for all accounts
2016	Contract Extended to 10/31/18 – no change in residential rate – 5% reduction for commercial Waste Connections failed to reduce the commercial rate by 5% as agreed. Commercial accounts credited for overbilling on January 1, 2018 invoices.
2017	1.85% increase for all accounts
2018	One year extension and a 3% increase for all accounts
2019	New contract ending on 10-31-24 with two successive terms of two years each available by mutual consent (10-31-28) with a 3% rate increase in the first year.

2020 2% rate increase requested on all accounts

**WASTE CONNECTIONS, INC**

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Marty Grant; District Manager

Phone: (817) 222-2221

*CURRENT***City of Saginaw
RATE SHEET**

Effective: November 2019 BILLING

RESIDENTIAL CURBSIDE COLLECTION:	\$12.32	per month, per residential unit
Additional Cart:	N/A	per month, per residential unit per each additional Cart
Additional Recycling Container:	N/A	per month, per residential unit per each additional Recycling Container
Senior Citizen Rate:	N/A	per month, per residential unit

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra Lifts
	1	2	3	4	5	6	
95 gallon Cart	21.92						27.75
2 Cubic Yd	56.49	118.48	186.02	258.03	342.20	431.86	38.46
3 Cubic Yd	78.63	164.99	260.24	364.31	477.28	601.31	44.29
4 Cubic Yd	94.21	198.22	312.28	436.32	572.52	722.00	52.45
6 Cubic Yd	122.90	258.03	406.40	569.20	747.48	941.28	58.28
8 Cubic Yd	137.31	289.02	454.92	637.85	837.16	1,054.22	64.11

FRONT LOAD COMPACTOR RATES

6 Cubic Yd							
8 Cubic Yd							

Residential goes thru the City

FRONT LOAD RECYCLE RATES

6 Cubic Yd							
8 Cubic Yd							

We Bill all Commercial & Roll
Off- Co Id 004 Srv Area is SGN**other commercial front load fees**

Containers w/Casters	\$11.15 per month	*Delivery and/or Removal Fee	
Containers w/locks or Gates	\$4.54 per lift	Exchange Fee	\$35.00

*Delivery or Removal fees are not charged during the initial start-up or termination of the agreement

Temporary Front Load Rates

per lift DELIVERY DAILY RENT DISPOSAL

6 Cubic Yd	133.47	57.01	1.09	n/a			
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ROLL OFF RATE SCHEDULE

CONTAINER SIZE	HAUL	DELIVERY	DAILY RENT	DISPOSAL	DRY RUNS
20 Cubic Yd	235.39	127.52	4.45	\$30.37 per ton	91.43
30 Cubic Yd	235.39	127.52	4.45	\$30.37 per ton	91.43
40 Cubic Yd	235.39	127.52	4.45	\$30.37 per ton	91.43

ROLL OFF COMPACTOR RATE SCHEDULE

CONTAINER SIZE	HAUL	DELIVERY	DAILY RENT	DISPOSAL	WASH OUT	DRY RUNS
20 Cubic Yd	303.58	N/A	Negotiable	\$30.37 per ton	\$182.16	91.43
28 Cubic Yd	303.58	N/A	Negotiable	\$30.37 per ton	\$182.16	91.43
30 Cubic Yd	303.58	N/A	Negotiable	\$30.37 per ton	\$182.16	91.43
36 Cubic Yd	303.58	N/A	Negotiable	\$30.37 per ton	\$182.16	91.43
40 Cubic Yd	303.58	N/A	Negotiable	\$30.37 per ton	\$182.16	91.43
42 Cubic Yd	303.58	N/A	Negotiable	\$30.37 per ton	\$182.16	91.43

Franchise and Billing Fees:

Residential:	10.0%
Commercial:	8.0%

* All rates are inclusive of all franchise and billing fees

* Rates do not include any Sales Tax

* Rates do not include any Fuel Surcharges

**WASTE CONNECTIONS LONE STAR, INC**

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Abel Moreno; District Manager

Phone: (817) 222-2221

*PROPOSED***City of Saginaw
RATE SHEET**

Effective: November 2020 BILLING

RESIDENTIAL CURBSIDE COLLECTION: \$12.57 per month, per residential unit

Additional Cart: N/A per month, per residential unit per each additional Cart

Additional Recycling Container: N/A per month, per residential unit per each additional Recycling Container

Senior Citizen Rate: N/A per month, per residential unit

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week					
	1	2	3	4	5	6 Extra Lifts
95 gallon Cart		22.96				27.75
2 Cubic Yd	57.62	120.85	189.74	263.19	349.04	440.50
3 Cubic Yd	80.20	188.29	285.44	371.60	486.83	613.34
4 Cubic Yd	98.09	202.18	318.53	445.05	583.97	736.44
6 Cubic Yd	125.36	263.19	414.53	580.58	762.43	960.11
8 Cubic Yd	140.06	294.80	464.02	650.61	853.90	1,075.30

FRONT LOAD COMPACTOR RATES

6 Cubic Yd						
8 Cubic Yd						

FRONT LOAD RECYCLE RATES

6 Cubic Yd						
8 Cubic Yd						

other commercial front load fees

Containers w/Casters	\$11.37 per month	*Delivery and/or Removal Fee	
Containers w/locks or Gates	\$4.63 per lift	Exchange Fee	\$35.00

*Delivery or Removal fees are not charged during the initial start-up or termination of the agreement

Temporary Front Load Rates

per lift	DELIVERY	DAILY RENT	DISPOSAL			
6 Cubic Yd	136.14	58.15	1.11 n/a			

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	HAUL	DELIVERY	DAILY RENT	DISPOSAL		DRY RUNS
20 Cubic Yd	291.10	130.07	4.54	\$30.98 per ton		93.26
30 Cubic Yd	291.10	130.07	4.54	\$30.98 per ton		93.26
40 Cubic Yd	291.10	130.07	4.54	\$30.98 per ton		93.26

ROLL OFF COMPACTOR RATE SCHEDULE

CONTAINER SIZE	HAUL	DELIVERY	DAILY RENT	DISPOSAL	WASH OUT	DRY RUNS
20 Cubic Yd	309.65	N/A	Negotiable	\$30.98 per ton	\$185.80	93.26
28 Cubic Yd	309.65	N/A	Negotiable	\$30.98 per ton	\$185.80	93.26
30 Cubic Yd	309.65	N/A	Negotiable	\$30.98 per ton	\$185.80	93.26
35 Cubic Yd	309.65	N/A	Negotiable	\$30.98 per ton	\$185.80	93.26
40 Cubic Yd	309.65	N/A	Negotiable	\$30.98 per ton	\$185.80	93.26
42 Cubic Yd	309.65	N/A	Negotiable	\$30.98 per ton	\$185.80	93.26

Franchise and Billing Fees:

Residential: 10.0%

Commercial: 8.0%

* All rates are inclusive of all franchise and billing fees

* Rates do not include any Sales Tax

* Rates do not include any Fuel Surcharges



WASTE CONNECTIONS INC.
Connect with the Future®

September 14, 2020
City of Saginaw
Attn: Honorable Mayor and Members of Council
505 W McLeroy Blvd
Saginaw, TX 76179

RE: Annual Rate Adjustment

Dear Honorable Mayor and Members of Council,

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Saginaw. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Saginaw.

Each year we evaluate cost per our contract with the city. This year the CPI-U (All urban consumer price index) not seasonally adjusted is 3.09% increase year over year. This is specifically tied to the Garbage and trash collection in U.S. City Average. I have enclosed further details of these adjustments with this letter as well as our increases in Recycling from the MRF facility we utilize for the Cities recycling. We are only requesting a nominal increase of 2%.

We respect that council must approve this adjustment. With City Counsels approval we would like to adjust these rates on the November billing cycle.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 817-222-2221.

Best Regards,

Abel Moreno
District Manager
Waste Connections of TX
Abel.moreno@wasteconnections.com



U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Change Output Options:

From: 2010 To: 2020


☐ include graphs ☐ include annual averages

[More Formatting Options](#) ➔

Data extracted on: September 15, 2020 (9:30:51 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUSR0000SEHG02

Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all urban consumers, seasonally adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Download: ☒ xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2010	380.036	382.490	383.362	383.615	383.405	383.749	383.832	385.010	385.920	385.909	387.216	387.884		
2011	389.727	391.854	391.855	392.754	395.477	395.329	395.723	396.605	397.028	397.106	398.910	398.720		
2012	398.880	400.381	401.692	400.913	401.067	402.793	406.243	406.823	407.594	409.495	410.155	410.416		
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935		
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708		
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882						

Series Id: CUUR0000SEHG02, CUUS0000SEHG02

Not Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Download: ☒ xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2010	380.036	382.490	383.362	383.615	383.405	383.749	383.832	385.010	385.920	385.909	387.216	387.884		
2011	389.727	391.854	391.855	392.754	395.477	395.329	395.723	396.605	397.028	397.106	398.910	398.720		
2012	398.880	400.381	401.692	400.913	401.067	402.793	406.243	406.823	407.594	409.495	410.155	410.416		
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882					494.463	

3.49%

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001
 Telephone: 1-202-691-5200 Federal Relay Service: 1-800-877-8339 www.bls.gov [Contact Us](#)



July 21, 2020

To: Waste Connections of Fort Worth

From:

Republic Services North Texas Recycling Complex
6200 Elliott Reeder Road
Fort Worth, TX 76117

I am writing to inform you that the Coronavirus pandemic has caused a significant surge in both volume and environmental compliance precautions at the North Texas Recycle Center. We have seen unprecedented and "uncontrollable" volumes that have increased our processing costs significantly over the past several months. Additionally, uncontrollable changes in the marketplace have forced us to enact stricter standards for production.

In accordance with sections 9 and 15 of the current Recycling Processing Services Agreement, The North Texas Recycle Center is instituting a \$9/ton fee on all processed materials to reasonably recover certain safety, operational, and environmental (compliance) costs associated with the pandemic.

The tonnage fee will be implemented on 8/1/2020 and is expected to last through the end of the year. This will assist us in reasonably recovering some of the costs that have been incurred throughout the duration of the pandemic.

Please let me know if you have any questions.

Mike Hue
General Manager
North Texas Recycling Center

6200 Elliott Reeder Rd
Fort Worth, TX 76117



We'll handle it from here.



City of Saginaw

Meeting Date: 10/6/2020

Staff Contact: Janice England
City Secretary

Agenda Items: (6)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Consideration and Action regarding Ordinance No. 2020-21, Amending Ordinance No. 2020-14 as Amended, Amending Electrical, Mechanical and Plumbing Fees; and the Residential Trash and Recycle Rate

BACKGROUND/DISCUSSION:

Ordinance No. 2020-21 amends the Master Fee Schedule. The changes to the fee schedule are highlighted on Exhibit A in yellow. The changes include the following:

- 1) Updating the Electrical, Mechanical and Plumbing Fees (these fees were inadvertently left out of the fees revised in September) (Page 9)
- 2) Revising the Residential Trash and Recycle Rate (as discussed in Item No. 5) (Page 24)

FINANCIAL IMPACT:

The financial impact will be the increase in revenue from the increased fees.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Proposed Ordinance No. 2020-21

Master Fee Schedule with Proposed Changes

ORDINANCE NO. 2020-21

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING THE MASTER SCHEDULE OF FEES ESTABLISHED BY ORDINANCE NO. 2010-14, AS AMENDED, AMENDING ELECTRICAL, MECHANICAL AND PLUMBING FEES; AND THE RESIDENTIAL TRASH AND RECYCLE RATE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1.

That the Master Schedule of Fees established pursuant to Ordinance No. 2010-14, as amended, is hereby amended by revising Animal Services Fees regarding allowed number of backyard chickens; Public Works Fees; and Rental Registration and Inspection Fees. The new fees are set forth in the attached and incorporated Exhibit “A”, hereto.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2020.

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM:

Bryn Meredith, City Attorney

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

[illegible]

CITY OF SAGINAW FEE SCHEDULE

[illegible]

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

Impact Fees		
	WATER	WASTEWATER
Meter Size/Type		
3/4 Inch Displacement	\$ 913.00	\$ 49.00
1 Inch Displacement	\$ 1,552.00	\$ 83.00
1-1/2 Inch Displacement	\$ 3,013.00	\$ 162.00
2 Inch Displacement	\$ 4,839.00	\$ 260.00
2 Inch Compound	\$ 4,839.00	\$ 260.00
2 Inch Turbine	\$ 4,839.00	\$ 260.00
3 Inch Compound	\$ 10,682.00	\$ 573.00
3 Inch Turbine	\$ 10,682.00	\$ 573.00
4 Inch Compound	\$ 18,260.00	\$ 980.00
4 Inch Turbine	\$ 19,173.00	\$ 1,029.00
6 Inch Compound	\$ 41,085.00	\$ 2,205.00
6 Inch Turbine	\$ 39,533.00	\$ 2,122.00
8 Inch Compound	\$ 48,663.00	\$ 2,612.00
8 Inch Turbine	\$ 85,183.00	\$ 4,572.00
10 Inch Compound		
10 Inch Turbine	\$ 127,820.00	\$ 6,860.00

CITY OF SAGINAW FEE SCHEDULE

RECREATION & COMMUNITY SERVICES		
<i>Recreation Center</i>		
Saginaw Residents		
Daily Fee	\$ 5.00	Non-membership, all ages
Adult Membership (ages 16-54)	\$ 50.00	per year
Youth Membership (ages 15&under)	\$ 40.00	per year
Senior Adult Membership (ages 55-64)	\$ 10.00	per year
Super Senior Adult Membership (65+)	FREE	
Family Membership (Family of Four)	\$ 160.00	per year
Addn Family Member (Adult)	\$ 40.00	per year
Addn Family Member (Youth)	\$ 30.00	per year
Non-Residents		
Daily Fee	\$ 10.00	Non-membership, all ages
Adult Membership (ages 16-54)	\$ 160.00	per year
Youth Membership (ages 15&under)	\$ 90.00	per year
Senior Adult Membership (ages 55-64)	\$ 50.00	per year
Super Senior Adult Membership (65+)	\$ 30.00	per year
Family Membership (Family of Four)	\$ 440.00	per year
Addn Family Member (Adult)	\$ 100.00	per year
Addn Family Member (Youth)	\$ 65.00	per year
City of Saginaw Employees		
Daily Fee	\$ 5.00	
Employee Membership	FREE	
Family Members		
Adult (ages 16-54)	\$ 50.00	
Youth (ages 15&under)	\$ 40.00	
Senior Adult (ages 55-64)	\$ 10.00	
Super Senior Adult (ages 65+)	FREE	
Family Membership (Family of Four)	\$ 100.00	
Addn Family Member (Adult)	\$ 40.00	
Addn Family Member (Youth)	\$ 30.00	
Summer Kids Camp - weekly	\$ 120.00	

CITY OF SAGINAW FEE SCHEDULE

Raquetball Court Usage Fee		
Adult (ages 16-54)	\$ 3.00	
Youth (ages 15&under)	\$ 5.00	
Senior Adult (ages 55-64)	\$ 1.00	
Aquatic Center		
Saginaw Residents		
Adult Daily Fee (ages 16-54)	\$ 5.00	per day
Youth Daily Fee (ages 3-15)	\$ 5.00	per day
Infant Daily Fee (ages 2 & under)	FREE	
Senior Adult Daily Fee (ages 55-64)	\$ 3.00	per day
Super Senior Adult Daily Fee (65+)	FREE	
Adult Membership (ages 16-54)	\$ 50.00	per year
Youth Membership (ages 3-15)	\$ 50.00	per year
Infant Membership (ages 2 & under)	FREE	
Senior Adult Membership (ages 55-64)	\$ 10.00	per year
Super Senior Adult Membership (65+)	FREE	
Family Membership (Family of Four)	\$ 175.00	per year
Addn Family Member	\$ 30.00	per year
Non-Residents		
Adult Daily Fee (ages 16-54)	\$ 10.00	per day
Youth Daily Fee (ages 3-15)	\$ 10.00	per day
Infant Daily Fee (ages 2 & under)	FREE	
Senior Adult Daily Fee (ages 55-64)	\$ 8.00	per day
Super Senior Adult Daily Fee (65+)	\$ 8.00	
Adult Membership (ages 16-54)	\$ 110.00	per year
Youth Membership (ages 3-15)	\$ 110.00	per year
Infant Membership (ages 2 & under)	FREE	
Senior Adult Membership (ages 55-64)	\$ 50.00	per year
Super Senior Adult Membership (65+)	\$ 30.00	
Family Membership (Family of Four)	\$ 375.00	
Addn Family Member	\$ 90.00	

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

Entire Facility Rental (2 hrs. Sat., 3 hrs. Sun.)	\$	150.00	per hr for up to 100 people for Saginaw Resident
	\$	225.00	per hr for up to 100 people for Non-Resident
			Includes 6 guards, for each addn 25 people,
			add \$30 per hr
Daycare Reservation Fees	\$	4.00	per person for Saginaw Daycares
	\$	8.00	per person for Non-Saginaw Daycares
Blue Pavilion (during business hours)	\$	50.00	per 3 hrs for Saginaw Resident
	\$	100.00	per 3 hrs for Non-Resident
	\$	100.00	Deposit per rental
Green Pavilion (during business hours)	\$	40.00	per 3 hrs for Saginaw Resident
	\$	80.00	per 3 hrs for Non-Resident
	\$	100.00	Deposit per rental
INDOOR FACILITIES			
Recreation Center	\$	100.00	Deposit per rental
	\$	15.00	per hour for Rental Attendant after business hrs only
	\$	25.00	per hour for Rental Attendant on holidays only
	\$	60.00	per hour for 1 Room for Saginaw Resident
	\$	70.00	per hour for 1 Room for Non-Resident
	\$	80.00	per hour for 2 Rooms for Saginaw Resident
	\$	90.00	per hour for 2 Rooms for Non-Resident
	\$	95.00	per hour for 3 Rooms for Saginaw Resident
	\$	105.00	per hour for 3 Rooms for Non-Resident
	\$	105.00	per hour for 4 Rooms for Saginaw Resident
	\$	115.00	per hour for 4 Rooms for Non-Resident
	\$	100.00	per hour for Full Court Gymnasium for Saginaw Res.
	\$	110.00	per hour for Full Court Gymnasium for Non-Resident
	\$	45.00	per hour for Gym Stage for Resident
	\$	55.00	per hour for Gym Stage for Non-Resident
Community Center	\$	100.00	Refundable Deposit

CITY OF SAGINAW FEE SCHEDULE

	\$	15.00	per hour for Rental Attendant after bus. hours only
	\$	25.00	per hour for Rental Attendant on holidays only
	\$	40.00	per hour for Saginaw Resident
	\$	85.00	per hour for Non-Resident
Senior Center	\$	100.00	Refundable Deposit
	\$	15.00	per hour for Rental Attendant after bus. hours only
	\$	25.00	per hour for Rental Attendant on holidays only
	\$	50.00	per hour for Saginaw Resident
	\$	95.00	per hour for Non-Resident

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

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

CITY OF SAGINAW FEE SCHEDULE

TRASH		
Residential Trash & Recycle Rate	\$ 12.57	plus tax, per month per residence



City of Saginaw

Meeting Date: 10/6/2020

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (8)

E-mail: greame@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Discussion regarding Proposed Beekeeping Ordinance

BACKGROUND/DISCUSSION:

The purpose of this item is to discuss potential regulations concerning the keeping of bees within the City. A draft ordinance that would allow bee keeping has been prepared by the City Attorney's office.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

No action will be taken. This is a discussion item.

ATTACHMENTS:

Description

Draft Ordinance--Beekeeping

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS ADDING A NEW SEC. 6-42, "BEES" TO CHAPTER 6 "ANIMALS" OF THE SAGINAW CITY CODE, PROVIDING REGULATIONS APPLICABLE TO THE KEEPING OF BEES WITHIN THE CITY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has previously adopted Chapter 6 of the Code of Ordinances regulating the keeping of animals within the City; and

WHEREAS, the City Council now desires to establish regulations concerning the keeping of bees within the City; and

WHEREAS, the City Council determines that the adoption of these regulation is the best interest of the City and will promote the health, safety and welfare of the citizens of the City of Saginaw.

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

SECTION 1.

That a new Sec. 6-42 "Bees" shall be added to Chapter 6 "Animals" of the Saginaw City Code, to read as follows:

"Sec. 6-42. – Bees.

(a) It shall be unlawful to keep bees in such a manner as to deny any person the reasonable use and enjoyment of adjacent property or endanger the personal health and welfare of the inhabitants of the City of Saginaw.

(b) Upon receipt of a sworn complaint by any person, including the city attorney or a peace officer, to the municipal court that bees are being kept in a manner that denies the reasonable use and enjoyment of adjacent property or endangers the personal health and welfare of the inhabitants of the city, the municipal court shall set a time for a hearing to determine whether the bees are being kept in violation of this chapter. The hearing shall be held not later than the 15th day after the judge of the municipal court receives and reviews the complaint.

- (c) The municipal court shall give written notice of the time and place of the hearing to:
- (1) the owner of the bees or the owner of the property on which the bees are being maintained; and
 - (2) the person who made the sworn complaint.
- (d) Any interested party, including the city attorney, may present evidence at the hearing.
- (e) If the municipal court determines that the bees deny to any person the reasonable use and enjoyment of adjacent property or endanger the personal health and welfare of the inhabitants of the city, the municipal court shall order the bees removed from the property. Upon receipt of such order, the owner or person maintaining the bees shall remove the bees within ten calendar days of the order.
- (f) Failure to comply with the municipal court order to remove the bees from the property shall constitute an offense and each day that the non-compliance continues shall be a separate offense. A violation of the municipal court order shall be a misdemeanor punishable by a fine not to exceed \$2,000.00.
- (g) In addition to any other remedy, the city may contract for the removal of the bees and charge the owner or person maintaining the bees for such removal.
- (h) A violation of this section shall be an offense, punishable by a fine of not more than \$2,000.00 for each offense. Each day that a violation occurs or continues shall be a separate offense.
- (i) A violation of this section shall be considered a violation of an ordinance governing public health and safety, and the enhanced remedies provided for such violations in section 1-13 of this code shall apply, and no person shall ever acquire a vested right to use his property in violation hereof.”

SECTION 3.

This Ordinance shall be cumulative of all other ordinances of the City of Saginaw and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 4.

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

SECTION 5.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of any ordinances governing maintaining bees in the city that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed \$2000.00, as provided in Section 1-13 of the Saginaw City Code. Each day a violation continues shall be deemed a separate offense.

SECTION 7.

The City Secretary of the City of Saginaw is hereby directed to publish at least twice in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 8.

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED ON this the _____ day of _____, 2020.

TODD FLIPPO, MAYOR

ATTEST:

JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

BRYN MEREDITH, CITY ATTORNEY