

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, December 1, 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--Reverend Jon Farrer, Saginaw United Methodist Church

(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, November 17, 2020--Janice England, City Secretary

(b) Action regarding Interlocal Agreement with Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services for the Elderly and Persons with Disabilities for the Period of October 1, 2020 through September 30, 2021 and Interlocal Agreement for Section

5310 Enhancement Program--Janice England, City Secretary

- (c) Action regarding Interlocal Agreement with Eagle Mountain-Saginaw Independent School District for the Purpose of Providing Police Services to the District for the period of October 1, 2020 through September 30, 2021--Lee Howell, Chief of Police
- (5) Recognition of Government Finance Officers Association Award of Certificate of Achievement for Excellence in Financial Reporting to the City of Saginaw and Finance Director Quin--Gabe Reaume, City Manager
- (6) Consideration and Action regarding a Management Agreement Renewal with Community Link Mission, Inc. for the Operation and Promotion of a Farmer's Market at Saginaw SwitchYard--Keith Rinehart, Director of Community & Economic Development
- (7) Consideration and Action regarding a Request from Central Builders, Inc. to perform construction work outside the hours of 6:00 a.m. and 9:00 p.m. on weekdays to construct the Planet Fitness facility located at 608 S. Saginaw Blvd., pursuant to Section 30-132(16) of the City Code--Rick Trice, P.E., Director of Public Works
- (8) Consideration and Action regarding a Development Agreement with Provident Realty Advisors, Inc., governing development criteria for 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 (Property) and providing for financing arrangements, in accordance with the procedures and requirements of Chapter 372, Texas Local Government Code, as amended, and the Development Agreement, to fund Public Improvement District (PID) Project Costs using (a) the proceeds of PID Bonds; (b) installment payments from Assessments within the Property, provided that such use of Assessments shall be subordinate to the payment of PID Bonds and Administrative Expenses; or (c) other lawfully available funds within the Western Center Public Improvement District; and authorizing the Mayor to execute the same--Gabe Reaume, City Manager and Bryn Meredith, City Attorney
- (9) Consideration and Action regarding Ordinance No. 2020-27, Adding Section 6-42, "Bees" to Chapter 6 "Animals" of the Saginaw City Code, Providing Regulations Applicable to the Keeping of Bees within the City--Gabe Reaume, City Manager
- (10) Code Enforcement Update--Lisa Newsom, Code Enforcement Manager, and Jeremy Roberson, Code Enforcement Officer

- (11) Discussion Regarding the Design of the Intersection at Knowles Drive and West McLeroy Blvd.--Gabe Reaume, City Manager
- (12) Comprehensive Plan Update--Gabe Reaume, City Manager
- (13) Discussion of Future Facility and Bond Project Planning--Gabe Reaume, City Manager and Dolph Johnson, Asst. City Manager
- (14) **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

- (15) **Adjournment--Todd Flipppo, Mayor**



City of Saginaw

Meeting Date: 12/1/2020

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, November 17, 2020

BACKGROUND/DISCUSSION:

The minutes of the November 17th City Council Meeting are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 11-17-2020

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
NOVEMBER 17, 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 Engineer	Andrew Simonsen, P.E.
City Engineer	Dana Shumard, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Lee Howell
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Director of Comm. & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Police Officer	Chelce Kidwell

Absent from the meeting:

None

Visitors at the meeting:

Travis Albritton	Doug Powell
Lara Gay	Hannah Walker
Karen Fuller	Trey Harper
Kelly Stewart	Dennis Hudson
Jon Julien	Malinda Julien
Jim Makens	Lisa Pixley
Adam Davenport	

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Pastor Dennis Hudson of Saginaw Park Baptist Church gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, November 3, 2020

b. Action regarding Cancellation of December 15, 2020 City Council Meeting

Summary: The cancellation of the December 15th City Council Meeting was briefly mentioned at the November 3rd City Council Meeting. The consensus of the Council was to cancel the December 15th City Council Meeting unless an emergency item comes up.

c. Action regarding Acceptance of a Quitclaim Deed from Sabine Valley Industries, Inc. for E. Cement Creek Drainage Improvements

Summary: The City's Capital Improvement Program includes drainage improvements for E. Cement Creek. The project is under design by Kimley-Horn and Associates, Inc. and is nearing design completion. During property research, surveyors discovered a remainder of property, owned by Sabine Valley Industries, Inc. (Sabine Valley), within the existing drainage channel of E. Cement Creek. Sabine Valley has provided a Quitclaim Deed conveying its interest in the property less the mineral interests. There will be no financial impact.

d. Action regarding setting date for Public Hearing for Update to Land Use Assumptions, Capital Improvements Plan, and Water Impact Fees

Summary: As part of the impact fee adoption process, a public hearing is required. The date of the public hearing must be advertised thirty (30) days in advance of the public hearing. The anticipated date for the public hearing and impact fee adoption is January 5, 2021.

e. Action regarding Acquisition of a Permanent Drainage Easement at 400 Opal Street

Summary: The City's Capital Improvement Program includes drainage improvements for E. Cement Creek. The project is under design by Kimley-Horn and Associates, Inc. and is nearing design completion. The design requires that the City obtain three Permanent Drainage and Utility Easements for properties along Opal Street. On July 7, 2020 City Council authorized an agreement with Tom Kaiser, MAI, a Real Estate Appraiser, to perform appraisals for the three easements to determine the value of the taking. One of the easements is on Lot 10, Block 1, Rancho North Addition (400 Opal Street) owned by Jeffery and Lisa Crago. Mr. Kaiser determined that the value of the taking with damages for the Crago's property is \$4,600. Staff met with Mr. Crago to review the offer. After negotiations with Mr. Crago, a final offer of \$5,500 was made. Staff recommends this offer be accepted to avoid additional costs with negotiations and the potential for condemnation. Funding is available in the Drainage Fund, Account 14-7000-00, Capital Outlay/Special Request.

f. Action regarding Acquisition of a Permanent Drainage Easement at 304 Opal Street

Summary: The City's Capital Improvement Program includes drainage improvements for E. Cement Creek. The project is under design by Kimley-Horn and Associates, Inc. and is nearing design completion. The design requires that the City obtain three Permanent Drainage and Utility Easements for properties along Opal Street. On July 7, 2020 City Council authorized an agreement with Tom Kaiser, MAI, a Real Estate Appraiser, to perform appraisals for the three easements to determine the value of the taking. One of the easements is on Lot 8, Block 1, Rancho North Addition (304 Opal Street) owned

by Lori Hernandez and Christopher Lugo. Mr. Kaiser determined that the value of the taking with damages for Ms. Hernandez and Mr. Lugo's property is \$2,700. Staff met with Ms. Hernandez and Mr. Lugo to review the offer which they accepted. Funding is available in the Drainage Fund, Account 14-7000-00, Capital Outlay/Special Request.

g. Action regarding Building Improvement Grant Agreement with Sunshine Playhouse (808 Longhorn Rd.)

Summary: On Tuesday, November 3, 2020, the City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during October 2020 by Sunshine Playhouse regarding their property located at 808 Longhorn Road. The City Council determined in that session to award an amount not-to-exceed \$5,000 in reimbursable, and matching, dollars for the anticipated improvements as proposed on their application. The proposed agreement is the realization of that intent. Funding is available in Account 01-6142-13, Building Improvement Grants.

h. Action regarding Building Improvement Grant Agreement with El Pasito LLC (124 W. McLeroy Blvd.)

Summary: On Tuesday, November 3, 2020, the City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during October 2020 by El Pasito LLC regarding their property located at 124 W. McLeroy Blvd. The City Council determined in that session to award an amount not-to-exceed \$5,000 in reimbursable, and matching, dollars for the anticipated improvements as proposed on their application. The proposed agreement is the realization of that intent. Funding is available in Account 01-6142-13, Building Improvement Grants.

i. Action regarding Agreement with SpyGlass Group, LLC for an Audit of current Telecommunications Service Accounts

Summary: The proposed agreement authorizes SpyGlass to review current telecommunication agreements the City has with different providers to identify cost recoveries, service elimination savings, and cost reduction savings. SpyGlass will make recommendations to City Staff and coordinate any changes to current agreements authorized by Staff. SpyGlass will not be compensated unless SpyGlass finds a refund due to the City or the City makes changes to telecommunication agreements as a result of the audit. The City is under no obligation to implement any of the audit recommendations. The financial impact will be determined by the action taken by the City after reviewing the audit.

j. Action regarding Interlocal Agreement with Tarrant County for Construction and Expansion of the Parking Lot at the north end of Willow Creek Park, serving Willow Creek Station Park (the Dream Play Area) as well as the Reconstruction and Asphalt Overlay of the Existing Parking Lot

Summary: The proposed interlocal agreement with Tarrant County includes the expansion of the parking lot at the north end of Willow Creek Park as well as the reconstruction and asphalt overlay of the existing parking lot. As in previous agreements, Tarrant County will furnish the labor and equipment. The responsibilities of both Tarrant County and the City are specified in the proposed Agreement. The proposed agreement has been approved by Tarrant County. Funds to cover this project are available in the 2020-2021 Street Maintenance Fund Budget.

Mayor Flippo stated that Item 4h will be removed from the Consent Agenda for separate consideration and action.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve the consent agenda as presented. 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

The Council then considered Item 4h (Action regarding Building Improvement Grant Agreement with El Pasito LLC). Councilmember Farr stated that he would be abstaining on this item due to the location of the request being near property that he owns.

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

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

Against: None

Abstain: Councilmember Farr

Absent: None

(5) Presentation of “THE ESSENTIALS: THE FRONT LINE HEROES OF SAGINAW” BOOK

Mrs. Malinda Julien of Julien & Lambert Photography briefly explained the recently completed book titled “THE ESSENTIALS: THE FRONT LINE HEROES OF SAGINAW”. She expressed her appreciation to everyone that participated. She explained that she felt it was important to recognize the front line workers from various businesses and groups in Saginaw. She added that a copy of the book was given to the John Ed Keeter Public Library during a book signing event earlier today.

(6) Presentation by Mural Artist

Mr. Adam Davenport addressed the Council. He has painted two murals in Saginaw and is in the process of completing a third mural. He presented a proposal for painting a 16,200 sq.ft.(180’ tall x 90’ wide) mural on the end of the grain silo owned by Attebury. The total cost would be \$400,000. The consensus of the Council was to proceed with getting more information regarding the proposed mural, location, and funding for future consideration.

(7) Farmer’s Market at Saginaw SwitchYard Update

Mr. Trey Harper, Director of Development at Community Link Mission, addressed the Council. He expressed his appreciation for the partnership with the City in regards to the Farmer’s Market. He gave a brief update on the success of the Farmer’s Market. He introduced Ms. Hannah Walker, Farmer’s Market Coordinator. They gave a video presentation of the market and participating vendors. Plans for 2021 were discussed as well as ways to include more vendors. There was some concern expressed about Saginaw residents not being allowed to become vendors.

Mr. Harper explained a rubric that gives preference to Saginaw residents is used as part of the vendor application process.

Mayor Flippo declared the meeting recessed into Executive Session at 6:40 p.m.

Mayor Flippo declared the meeting back in Regular Session at 6:49 p.m.

- (8) Consideration and Action regarding a Management Agreement Renewal with Community Link Mission, Inc. for the Operation and Promotion of a Farmer's Market at Saginaw SwitchYard

Councilmember Farr suggested that the rubric used for vendor selection become an attachment to the agreement for the operation of the Farmer's Market.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Farr to table this item. Motion carried. 6-1-0-0

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

Against: Councilmember Copeland

Abstain: None

Absent: None

- (9) Consideration and Action regarding a Development Agreement with Beltmill Saginaw, LLC, governing development criteria for property consisting of approximately 116 acres out of Abstract 1497, Tracts 3A, 3D and 3G3, Benjamin Thomas Survey, located north of Bailey-Boswell Road, east of Business 287 and west of Wagley Robertson Road

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve the Development Agreement with Beltmill Saginaw, LLC with the following modifications: under Exhibit B-Architectural Standards, Commercial Architectural Standards strike composite wood panels from the list of secondary building materials; under Residential Architectural Standards, Urban Residential Architectural Standards add 100% of the front facing elevation shall be masonry; the remaining elevations will be 75%; then add the same list as found in Item B under Commercial Architectural Standards, Urban Residential Architectural Standards striking composite wood panels as well. 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

- (10) PUBLIC HEARING - Consideration and Action regarding Request for a Conceptual Development Plan Associated with an application for Planned Development Zoning with Community Commercial and Single Family and Multifamily uses for land described as 116 Acres of land out of Abstract 1497, Tracts 3A, 3D and 3G3, Benjamin Thomas Survey, located North of Bailey-Boswell Road, East of Business 287 and West of Wagley Robertson Road Planned Development-Beltmill (Ordinance No. 2020-24)

Mayor Flipppo declared the public hearing for this item opened at 7:18 p.m. He called for public input. There was none. He declared the public hearing closed at 7:37 p.m.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Junkersfeld to approve Ordinance No. 2020-24 as presented. 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

(11) PUBLIC HEARING – Consideration and Action regarding Approval of Subdivision Ordinance Amendment for Article 9 Construction Standard Details (Ordinance No. 2020-25)

Mayor Flippo declared the public hearing for this item opened at 7:38 p.m. He called for public input. There was none. Mayor Flippo declared the public hearing closed at 7:41 p.m.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Junkersfeld to approve Ordinance No. 2020-25 as presented. 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

(12) PUBLIC HEARING – Consideration and Action regarding a Request by Community Link Mission to Rezone Lot 6, Block 6, Town of Saginaw Addition (320 S. Belmont St.) from Single Family (SF-4) to Neighborhood Commercial (NC) (Ordinance No. 2020-26)

Mayor Flippo declared the public hearing for this item opened at 7:42 p.m. He called for public input. There was none. Mayor Flippo declared the public hearing closed at 7:43 p.m.

Motion was made by Councilmember Farr with a second by Councilmember Tucker to approve Ordinance No. 2020-26 as presented. 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

- (13) Consideration and Action regarding Approval of a Preliminary Plat for Lot 1, Block A, Senior Living at Saginaw Addition, Abstract 1849, A.F. Albright Survey

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Junkersfeld to approve the preliminary plat 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

- (14) Consideration and Action regarding Ordinance No. 2020-27, Adding Section 6-41, “Bees” to Chapter 6 “Animals” of the Saginaw City Code, Providing Regulations Applicable to the Keeping of Bees within the City

Councilmember Bighorse expressed concern regarding the fifty feet requirement from any inhabited dwelling for hives, and the number of hives permitted on .25 acre property.

Motion was made by Councilmember Bighorse with a second by Mayor Pro-Tem Junkersfeld to table Ordinance No. 2020-27. 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

- (15) Discussion of Future Facility and Bond Project Planning

A potential bond election in May 2021 was discussed as well as potential projects and facilities that could be included on the ballot. Various options and dollar amounts were discussed. The Council concurred to continue the discussion at the next Council Meeting.

- (16) Discussion of Senior Citizen Programs

Due to recent surges in the number of COVID-19 cases and the vulnerability of senior citizens, the programs offered to seniors were discussed. Following considerable discussion, the consensus of the Council was to suspend all organized senior programs for the time being.

- (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

(18) Adjournment

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Junkersfeld 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 City Council Meeting of November 17, 2020 adjourned at 9:21 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 12/1/2020

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(b)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Interlocal Agreement with Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services for the Elderly and Persons with Disabilities for the Period of October 1, 2020 through September 30, 2021 and Interlocal Agreement for Section 5310 Enhancement Program

BACKGROUND/DISCUSSION:

The proposed Interlocal Agreement with the Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services and the proposed Interlocal Agreement for Section 5310 Enhancement Program are for the period of October 1, 2020 through September 30, 2021. The proposed agreements are basically the same as the current agreements with no increase in cost to participants or the City. The City is allocated two days per week for transportation. The original agreement designates Monday and the enhancement agreement designates Wednesday. By participating in the program, qualifying residents of Saginaw are entitled to a one-way trip fare of \$2.50. The annual cost for the City's participation is \$1,795. There is no additional cost for the Enhancement Program because funding has been granted to Trinity Metro by the Federal Transit Administration under Section 5310 of Title 49 of the United States Code. The goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them.

FINANCIAL IMPACT:

The financial impact will be \$1,795. Funds for this expenditure are budgeted in the Community Services Budget, Senior Center Programs, Account No. 01-5235-08.

RECOMMENDATION:

Staff recommends approval of both agreements.

ATTACHMENTS:

Description

TCTS ILA Saginaw 2020-2021

TCTS ILA Saginaw Enhancement 2020-2021

**INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE COSTS FUNDING FOR
SECTION 5310 PROGRAM
BETWEEN
THE FORT WORTH TRANSPORTATION AUTHORITY
AND
THE CITY OF SAGINAW, TEXAS**

The Fort Worth Transportation Authority (“Trinity Metro”) and the City of Saginaw, Texas (“City”) are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the “Parties”.

WHEREAS, the City of Saginaw desires to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County and does not have a transportation service nor is it a member of a transportation authority; and

WHEREAS, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding to States under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, the Texas Department of Transportation (TxDOT) asked Trinity Metro to develop and implement a Section 5310 Tarrant County Transportation Services (TCTS) program for otherwise underserved communities in Tarrant county; and

WHEREAS, Trinity Metro has been awarded the grant for this area and the City of Saginaw is contributing a total of \$1,795.00 towards the administrative costs of the Section 5310 service (TCTS) for the period from October 1, 2020 through September 30, 2021; and

WHEREAS, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12-month period;

Now, therefore, the parties pursuant to City of Saginaw action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Saginaw will be allocated one day (Monday), each week as their primary designated day for transportation. On that day, all available vehicles will be provided for service to qualified Saginaw residents. On the remaining days of the week, rides are available subject to the priority requests from other cities on a first-come basis.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.
3. Trinity Metro will administer transportation services to the citizens of the City of Saginaw under the program known as Tarrant County Transportation Services from October 1, 2020 through September 30, 2021.
4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Saginaw according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. The City of Saginaw will pay the authorized amounts to Trinity Metro within 30 days of receipt of invoice. The payment will be for the period from October 1, 2020 through September 30, 2021.
6. Trinity Metro will provide access upon request to the Section 5310 records to the City of Saginaw.
7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
8. The term of this agreement will begin October 1, 2020 and end September 30, 2021.
9. The City of Saginaw will be considered a participating community and the qualifying residents of Saginaw will be entitled to ride TCTS for a one-way trip fare of \$2.50.

CITY OF SAGINAW, TEXAS

FORT WORTH TRANSPORTATION AUTHORITY:

By: _____
Mayor

By: _____
Bob Baulsir
President & CEO

ATTEST:

APPROVED AS TO FORM:

City Attorney
City of Saginaw, Texas

**INTERLOCAL AGREEMENT
FOR
SECTION 5310 ENHANCEMENT PROGRAM
BETWEEN
THE FORT WORTH TRANSPORTATION AUTHORITY
AND
THE CITY OF SAGINAW, TEXAS**

The Fort Worth Transportation Authority (“Trinity Metro”) and the City of Saginaw, Texas (“City”) are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the “Parties”.

WHEREAS, the City of Saginaw currently has an agreement with Trinity Metro for the provision of Tarrant County Transportation Service (TCTS), a door-to-door paratransit services for elderly and persons with disabilities within Tarrant County; and

WHEREAS, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, Trinity Metro has been awarded an additional grant for the enhancement of TCTS and the City of Saginaw is interested in an additional guaranteed day of service for the period from October 1, 2020 through September 30, 2021.

Now, therefore, the parties pursuant to City of Saginaw action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Saginaw is currently allocated one day, Monday, each week as their primary designated day for transportation. The additional guaranteed day of service through this ILA will be Wednesday.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and

represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.

3. Trinity Metro will administer the additional day of transportation services to the citizens of the City of Saginaw under the program known as Tarrant County Transportation Services Enhancement Program from October 1, 2020 through September 30, 2021.
4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Saginaw according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. Trinity Metro will provide access upon request to the Section 5310 records to the City of Saginaw.
6. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
7. The term of this agreement will begin October 1, 2020 and end September 30, 2021, contingent on available funding.
8. The City of Saginaw will be considered a participating community and the qualifying residents of Saginaw will be entitled to ride TCTS for a one-way trip fare of \$2.50.

CITY OF SAGINAW, TEXAS

FORT WORTH TRANSPORTATION
AUTHORITY:

By: _____
Mayor

By: _____
Bob Baulsir
President & CEO

ATTEST:

APPROVED AS TO FORM:

City Attorney
City of Saginaw, Texas



City of Saginaw

Meeting Date: 12/1/2020

Staff Contact: Lee Howell
Chief of Police

Agenda Items: (4)(c)

E-mail: lhowell@saginawpolice.org

Phone: (817) 232-0311

SUBJECT:

Action regarding Interlocal Agreement with Eagle Mountain-Saginaw Independent School District for the purpose of providing police services to the District for the period of October 1, 2020 through September 30, 2021

BACKGROUND/DISCUSSION:

The City and EMS ISD have entered into an annual agreement since FY 99-00 to provide police services to the District. For FY 20-21 this Interlocal Agreement provides three School Resource Officers and four School Crossing Guards. SRO's provide assigned police presence at Saginaw High School, Highland Middle School, and Wayside Middle School. The agreement provides School Crossing Guard services for Bryson Elementary, Saginaw Elementary, and High Country Elementary Schools, and for the school crossing at the intersection of Basswood and High Country.

EMS ISD agrees to reimburse the City for one-half (50%) of the annual salary and benefits of the three SRO's and four Crossing Guards, plus 10% of the Police Sergeant position supervising these programs.

Changes to the MOU for FY 21 include a list of specific duties of the SRO's, and a clarification statement that SRO's shall not be involved in the routine discipline of students, in accordance with SB 1707 86th Legislature Session 2019-2020, amending the Texas Education Code Chapter 37.

This MOU was approved by EMS ISD School Board at the regular meeting on November 16, 2020.

FINANCIAL IMPACT:

The financial obligation for EMS ISD shall be in the form of quarterly payments to the City of \$38,523.25 for the SRO and supervision portion of the contract. The District agrees to make a one-time payment to the City of \$8616.30 for the District share of the School Crossing Guards. The total reimbursement to the City will be approximately \$162,710.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

SRO MOU with EMS ISD 2020-21

STATE OF TEXAS

COUNTY OF TARRANT

MEMORANDUM OF UNDERSTANDING

WHEREAS, Chapter 37, Education Code, authorizes school districts and local law enforcement agencies to enter into memoranda of understanding for the provision of school resource officers; and

WHEREAS, the City of Saginaw ("CITY") and the Eagle Mountain Saginaw-Independent School District ("DISTRICT") desire to enter into a memorandum of understanding (MOU) for the purpose of providing School Resource Officers to provide law enforcement services to DISTRICT by CITY, as hereinafter set out in the body of this memorandum; and

WHEREAS, DISTRICT agrees that CITY will incur additional costs in providing School Resource Officers for law enforcement purposes, and DISTRICT agrees to defray those costs as provided herein.

NOW, THEREFORE, in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, CITY and DISTRICT do hereby agree as follows:

I.

The board of trustees of the school district shall determine the law enforcement duties of School Resource Officers, which must be included in the district improvement plan, the student code of conduct, and any other campus or district document describing the role of School Resource Officers in the district, attached here as Exhibit A and incorporated as if fully set forth herein. Notwithstanding anything else in this memorandum, School Resource Officers shall perform law enforcement duties, and may not be required to perform routine student discipline or school administrative tasks, or contact with students unrelated to the performance of those law enforcement duties. The Board of Trustees of DISTRICT shall coordinate with district campus behavior coordinators and other district employees to ensure that School Resource Officers provided by CITY are tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties better addressed by other DISTRICT employees.

It is understood by DISTRICT and CITY that, in the course of providing law enforcement duties, School Resource Officers may be required to employ aversive techniques as defined in Education Code Section 37.0023. However, School Resource Officers will not employ aversive techniques at the request, direction, or order, or with the authorization or consent of the DISTRICT or any DISTRICT employee, volunteer, or independent contractor, and will not employ aversive techniques for any disciplinary or administrative purpose.

II.

CITY desires to assign one police officer as a School Resource Officer to Saginaw High School, assign one officer to Highland Middle School, assign one officer to Wayside Middle School, and one supervisor (police corporal or sergeant), said officers to serve under direction of CITY's Chief of Police ("CHIEF") or the CHIEF's designee. Said officers shall conduct police activities and investigations on the campuses of Saginaw High School, Highland Middle School and Wayside Middle School and at other property of DISTRICT as necessary to carry out said officers' duties. DISTRICT shall furnish suitable office space and telephone for the use of the School Resource Officers, but not supervisor, but CITY shall pay all other operational expenses. Nothing in this MOU shall abridge the right and responsibility of the CHIEF to assign, reassign, discipline and otherwise supervise the activities of the School Resource Officers. Further, nothing in this MOU shall require CITY to provide continuous police presence on the

campuses of Saginaw High School, Highland Middle School and Wayside Middle School during every school day when the School Resource Officers are away from the campus for court, training, administrative duties, arrest processing or other official duties as determined solely by the CHIEF.

III.

The officers assigned to Saginaw High School, Highland Middle School and Wayside Middle School campuses shall be assigned normally during the school year. During other times, said officers shall report for duty at the CITY's Police Department.

IV.

In recognition of the cost and in support of CITY's desire to assign the School Resource Officers to the above-referenced campuses, the DISTRICT agrees to pay the CITY four (4) quarterly payments of \$38,523.25 to partially defray the costs incurred by CITY contemplated in this MOU. Nothing in this MOU shall be construed as an employment agreement between the School Resource Officers and DISTRICT or CITY and the DISTRICT. Neither the School Resource Officers nor the CITY shall be DISTRICT employees, volunteers, or independent contractors, and will not act under the authorization, order, or direction of the DISTRICT or any DISTRICT employee, volunteer, or independent contractor.

V.

CITY agrees to assign four (4) school crossing guards; one at the intersection of North Old Decatur Road and Park Center Boulevard for assistance to pedestrian traffic exiting Bryson Elementary School, one at Saginaw Elementary school, one at High Country Elementary school, and one at High Country and Basswood Blvd. The CHIEF or his designee shall establish acceptable hours of availability, and ensure that the crossing guard has received state-mandated training in traffic direction and control.

VI.

The DISTRICT agrees to pay the CITY one (1) payment of \$8616.30. Both governing bodies of the respective parties find this amount to be fair compensation for services performed.

VII.

CITY shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees and DISTRICT shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither CITY nor DISTRICT shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of officers, members, agents, servants, employees, or trustees of the other. Nothing in this MOU shall waive any statutory or common-law immunity or defense of CITY or DISTRICT.

VIII.

The governing bodies of CITY and DISTRICT have approved the execution of this MOU, and the persons signing the MOU have been duly authorized by the governing bodies of the CITY and DISTRICT to sign this MOU on behalf of the governing bodies.

IX.

Either party may terminate this MOU by giving thirty (30) days written notice to the other party. In the event the MOU is terminated prior to the end of the term year, the payments provided in Section IV and VI shall be provided to the date of termination.

X.

This MOU supersedes and shall be controlling over all other agreements governing the subject matter described herein and all other such agreements between CITY and DISTRICT are hereby terminated.

XI.

1. CONFIDENTIAL INFORMATION. DISTRICT, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by CITY as confidential and shall not disclose any such information to a third party without the prior written approval of CITY, except as required by law. CITY, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by DISTRICT as confidential and shall not disclose any such information to a third party without the prior written approval of DISTRICT, except as required by law. In carrying out its duties, CITY, and its officers, agents and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and Eagle Mountain-Saginaw ISD Board Policy FL (LEGAL) and (LOCAL), and only for purposes of provision of law enforcement services.

2. NON-DISCRIMINATION COVENANT.

- a. DISTRICT and CITY, in the execution, performance, or attempted performance of this MOU, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will DISTRICT or CITY permit its agents, employees, subcontractors, or program participants to engage in such discrimination.
- b. In addition to the above, CITY and DISTRICT covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of this MOU shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

3. GOVERNMENTAL POWERS/IMMUNITIES. It is understood and agreed that by execution of this MOU, neither CITY nor DISTRICT waives or surrenders any of its governmental powers or immunities.

4. GOVERNING LAW / VENUE. This MOU shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this MOU, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

5. SEVERABILITY. If any provision of this MOU is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

6. HEADINGS NOT CONTROLLING. Headings and titles used in this MOU are for reference purposes only, shall not be deemed a part of this MOU, and are not intended to define or limit the scope of any provision of this MOU.

7. AMENDMENTS. No amendment of this MOU shall be binding upon a party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each party.

8. ENTIRETY OF AGREEMENT. This MOU contains the entire understanding and agreement between CITY and DISTRICT, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this MOU.

9. COUNTERPARTS. This MOU may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

10. BODY WORN CAMERAS. Should the CITY acquire body worn cameras (BWC), the CITY agrees to conform to all state training and use requirements, and provide the DISTRICT a copy of its BWC policies and procedures for its information. CITY may, if not otherwise prohibited by law, provide DISTRICT copies of any such video of students, parents, employees, or others upon school property, upon request by the DISTRICT, as an intergovernmental transfer. The parties also agree that any such video taken by, and kept in the possession of the CITY, may be considered "law enforcement records" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and 34 C.F.R. Sec. 99.8, and that any copy of such video, if permitted by law to be provided to the DISTRICT, may then become an educational record of the DISTRICT under FERPA.

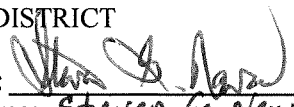
EXECUTED this _____ day of _____, 2020 by the City of Saginaw.

CITY OF SAGINAW

By: _____
Name: _____
Title: _____

EXECUTED this 16th day of November, 2020 by the Eagle Mountain-Saginaw Independent School District.

EAGLE MOUNTAIN-SAGINAW INDEPENDENT
SCHOOL DISTRICT

By: 
Name: Steven G. Newcom
Title: Board President

SAFETY PROGRAM/RISK MANAGEMENT
DUTIES OF SCHOOL RESOURCE OFFICER

CKE(LOCAL)
ADMINISTRATIVE REGULATION

Law:

In accordance with SB 1707 86th Legislative Session 2019-2020, a school district must clarify that a school resource officer (SRO) shall not be involved in the routine discipline of students. Under the law, a school district must write out the roles and responsibilities of school resource officers and place them in the student code of conduct, district improvement plan, the memorandum of understanding between the school district and the local law enforcement agency and any other campus or district document describing the role of a school resource officer.

School resource officers shall perform law enforcement duties for the school district that include protecting the safety and welfare of any person in the jurisdiction of the resource officer and the property of the school district.

The school district may not assign or require of the school resource officer any routine student discipline or school administrative tasks or have contact with students unrelated to the law enforcement duties of the resource officer. This does not prohibit a school resource officer from having informal contact with a student unrelated to the assigned duties of the officer or any incident involving student behavior or law enforcement.

In determining the law enforcement duties, the board of trustees of the school district shall coordinate with district campus behavior coordinators and other district employees to ensure that school resource officers are tasked only with duties related to law enforcement interventions.

Duties:

- The SRO will coordinate with school administrators to establish and maintain a safe and secure learning environment.
- SRO will assist in conflict resolution efforts with students, parents, and campus administration.
- SRO will exercise efforts to maintain order as District staff enforce school policies.
- SRO will conduct foot patrols and monitoring of campus to assist school administration and local police in the prevention of criminal activity.
- SRO will work closely with school administration to develop and train school staff in handling crisis situations once approved by SRO's supervisor.
- SRO will attend and participate in school events such as drills, assemblies and other daytime school activities, as needed and requested by campus administration and approved by SRO's supervisor.
- SRO will work to build rapport and positive relationships with students, parents, and staff.
- SRO will be a visible deterrent of criminal activity and provide a security presence on campus.
- SRO will reasonably apply the Use of Force as described by the Police Department's Use of Force Policy.
- SRO will assist campus administration in the removal of any unauthorized person(s) and/or vehicle on the campus during class times or school events.

Eagle Mountain-Saginaw ISD
220918

SAFETY PROGRAM/RISK MANAGEMENT
DUTIES OF SCHOOL RESOURCE OFFICER

CKE(LOCAL)
ADMINISTRATIVE REGULATION

- SRO will assist school administration with their security and safety concerns.
- SRO will participate as a member of the campus threat assessment team as outlined by Senate Bill 11 for the purposes of assessing risks and threats in school.
- SRO will assist with traffic on public and school property to ensure proper traffic flow around school campuses.

Employee Number	Dept Title	Last Name	Total Salary	SS-MC 7.65%	TNRS 21.425%	Medical	Dental	Life	Dependant Coverage	Total Med-Den-Life	Total Compensation	Workers Comp	Total Comp + Workers Comp	Transfer %	Transfer \$
The EMS-1SD reimburses the City for half the cost of the three school resource officers salary and benefits and half the cost of the school crossing guards															
182	5	Police School Resource Officer	84,024	4,897.83	13,717.11	729.72	23.93	9.27	365.00	13,535.04	96,173.85	2,785.04	98,958.89	50%	49,479.45
321	5	Police School Resource Officer	63,550	4,861.57	13,615.56	729.72	23.93	9.27	365.00	13,535.04	95,562.04	2,764.42	98,326.46	50%	49,163.23
1233	5	Police School Resource Officer	57,156	4,372.46	12,245.75	729.72	23.93	9.27	-	9,155.04	82,929.58	2,486.30	85,415.88	50%	42,707.94
65	5	Police Sergeant	88,016	6,733.21	18,857.40	729.72	94.67	9.27	-	10,003.92	123,610.38	3,828.69	127,439.07	10%	12,743.91
407	5	School Crossing Guard	4,916	376							5,292.16	160.76	5,452.92	50%	2,726.46
834	5	School Crossing Guard	3,540	271							3,810.81	115.76	3,926.57	50%	1,963.28
	5	School Crossing Guard	3,540	271							3,810.81	115.76	3,926.57	50%	1,963.28
707	5	School Crossing Guard	3,540	271							3,810.81	115.76	3,926.57	50%	1,963.28
													162,710.83		



City of Saginaw

Meeting Date: 12/1/2020

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (5)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Recognition of Government Finance Officers Association Award of Certificate of Achievement for Excellence in Financial Reporting to the City of Saginaw and Finance Director Quin

BACKGROUND/DISCUSSION:

This is the 28th year that the City has received the GFOA (Government Finance Officers Association) Certificate of Achievement for Excellence in Financial Reporting. The award is for the fiscal year ended September 30, 2019. The award will be presented to Finance Director Quin. This is the seventh year for her to receive the award.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

GFOA News Release

Award Announcement Letter



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

10/22/2020

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Saginaw** for its comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2019. The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

10/22/2020

Gabe Reaume
City Manager
City of Saginaw, Texas

Dear Mr. Reaume:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2019 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



City of Saginaw

Meeting Date: 12/1/2020

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

Agenda Items: (6)

E-mail: krinehart@saginawtx.org

Phone: 817-230-0331

SUBJECT:

Consideration and Action regarding a Management Agreement Renewal with Community Link Mission, Inc. for the Operation and Promotion of a Farmer's Market at Saginaw SwitchYard

BACKGROUND/DISCUSSION:

This agreement with Community Link Mission, Inc. will allow them to operate the Farmer's Market at Willow Creek Park. The responsibilities are spelled out in the agreement. The agreement will expire December 31, 2021. This item was tabled at the November 17, 2020 meeting.

FINANCIAL IMPACT:

The financial impact will be \$30,000 payable in monthly installments from April 1, 2021 to December 31, 2021.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Council Communique and Agreement



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 – November 17, 2020

ITEM:

Consideration and Action regarding a Management Agreement with Community Link Mission, Inc. for the Operation and Promotion of a Farmer's Market at Saginaw Switchyard.

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

This agreement with Community Link Mission, Inc. will allow them to operate the Farmer's Market at Willow Creek Park. The responsibilities are spelled out in the agreement. The agreement will expire December 31, 2021.

FINANCIAL IMPACT:

The financial impact will be \$30,000 payable in monthly installments from April 1, 2021 to December 31, 2021.

RECOMMENDATION

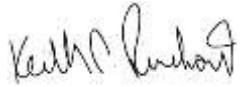
Staff recommends approval.

ATTACHMENTS:

- Agreement with Community Link Mission
-

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

**AGREEMENT BETWEEN
THE CITY OF SAGINAW AND COMMUNITY LINK MISSION, INC.
REGARDING FARMER'S MARKET AT SAGINAW SWITCHYARD**

This Agreement ("Agreement") is made and entered into by and between the City of Saginaw, Texas ("City"), a home rule Texas municipality, and Community Link Mission, Inc. ("CLM"), a Texas non-profit corporation, for the purposes and considerations stated below:

RECITALS

WHEREAS, CLM certain skills, knowledge, experience in operating farmers' markets;

WHEREAS, the City desires that CLM operate and promote a Farmer's Market at the Saginaw Switchyard; and

WHEREAS, CLM is willing to operate and promote a Farmer's Market in accordance with the terms of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual benefits and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

The following terms shall have the definitions ascribed to them as follows:

Affiliate means all entities, incorporated or otherwise, under common control with, controlled by or controlling CLM.

City means the City of Saginaw, Texas.

City Manager means the City Manager of the City, or their designee.

CLM means Community Link Mission, Inc. and includes any officer, principal, agent, employee, member, owner, or shareholder of that corporation.

Effective Date has the meaning ascribed to it in Part 2 of this Agreement.

Farmer's Market means a physical retail marketplace intended to sell foods directly by farmers to consumers. A farmer's market will typically consist of booths, tables or stands where farmers sell fruits, vegetables, meats, cheeses, and sometimes prepared foods and beverages. A farmer's market also includes as a secondary use the sale of hand-crafted items but expressly prohibits the sale of commercially produced items for resale.

Saginaw Switchyard means that portion of Willow Creek Park, located within the City, designated for use by food trucks, a Farmer's Market, or similar uses.

Term has the meaning ascribed to it in Part 2 of this Agreement.

Weekend means a Saturday, a Sunday, or both Saturday and Sunday.

2. Term and Termination.

a. This Agreement shall be effective as of the date of execution by all parties and will continue to be in force and effect until December 31, 2021, unless terminated earlier under the terms of this Agreement.

b. The City may terminate this Agreement without cause on thirty (30) days' written notice to CLM. The City may terminate this Agreement immediately upon any breach of this Agreement by CLM with written notice to CLM.

3. Covenants of CLM to the City.

a. In consideration of the City's grant of funds to CLM described in and in accordance with the terms and conditions of this Agreement, CLM agrees to:

- (1) operate a Farmer's Market at Saginaw Switchyard at least fourteen (14) Weekends between April 1, 2021 and December 31, 2021, under the terms and conditions of this Agreement. In the absence of bad weather or some other event beyond the control of CLM, the Farmer's Market shall be held on two Weekends a month for at least four (4) hours each Weekend;
- (2) operate the Farmer's Market at Saginaw Switchyard in a commercially reasonable manner;
- (3) not operate, and ensure that no Affiliate operates, any other farmer's market within Tarrant County during the term of this Agreement; and
- (4) require that no more than fifty percent (50%) of the vendors participating in the Farmer's Market each Saturday are non-food vendors;

b. CLM represents and warrants that it has the authority to enter into this Agreement. CLM also represents and warrants it will not violate any federal, state, or local laws in operating the Farmer's Market, and that all activity at Saginaw Switchyard under this Agreement shall conform to applicable building codes, health and safety codes, zoning regulations, and all other ordinances of the City.

c. In consideration of the privilege of using Saginaw Switchyard, during the term of this Agreement, CLM agrees to use its best efforts to prevent damage to any part or portion of Saginaw Switchyard. If, however, any part or portion of Saginaw Switchyard becomes damaged

during CLM's occupation of Saginaw Switchyard under this Agreement, CLM shall immediately notify the City Manager. CLM shall also notify the City Manager of any existing or developing hazardous or dangerous condition within and about Saginaw Switchyard. CLM further agrees to accept Saginaw Switchyard in the condition in which it is found each Saturday covered by this Agreement. The City hereby disclaims, and CLM hereby accepts the City's disclaimer, of any warranty, express or implied, of the conditions or fitness for use of any portions of Saginaw Switchyard for the Farmer's Market or of the adequacy of any on-or off-site parking for the Farmer's Market.

d. Preparation of Saginaw Switchyard for the Farmer's Market and clean-up following the market shall be the responsibility of CLM and the vendors. CLM and any vendors will be allowed access to Saginaw Switchyard no earlier than 6:30 a.m. each Saturday for a Weekend in which the Farmers Market shall be operated. The Saginaw Switchyards will be open for use for the Farmer's Market generally from 6:30 a.m. until 9:00 p.m. each Weekend. CLM agrees that it will, following each use of Saginaw Switchyard, restore it to as good a condition as existed prior to such use by CLM. CLM's failure to clean up and restore Saginaw Switchyard to the same good condition will result in the City hiring a third party to restore or clean Saginaw Switchyard to the same good condition. CLM will be responsible for all fees paid to such third party. CLM and all vendors will vacate Saginaw Switchyard no later than 9:00 p.m. each Sunday for a Weekend in which the Farmers Market shall be operated.

4. Covenants of the City to CLM.

a. The City will pay CLM Thirty Thousand Dollars (\$30,000) payable in monthly installments beginning April 1, 2021 and ending on December 31, 2021 to assist in the funding of operations and promotion for the Farmer's Market.

b. The City hereby authorizes and agrees that CLM will be allowed to operate a Farmer's Market at Saginaw Switchyard at the times specified in this Agreement. The parties agree and understand these rights are not exclusive and at any time Saginaw Switchyard is not being occupied by CLM and the Farmer's Market vendors under the terms of this Agreement, the City may permit other parties to use Saginaw Switchyard for any authorized purpose.

c. The City will promote the Farmers Market operated by CLM as the City determines in its sole discretion to be appropriate. Such promotion may include advertisement in the utility bills, posting notices and updates on the City's website, and issuing press releases.

d. The City in its sole discretion may close Saginaw Switchyard due to inclement weather that may hinder CLM from utilizing Saginaw Switchyard under the Agreement. The City will communicate with CLM regarding the closure of Saginaw Switchyard due to inclement weather. In addition, the City will have the absolute right, for any reason and with or without cause, to preempt this Agreement and cancel the Farmer's Market for not more than three (3) Saturdays. If a farmer's market is cancelled or Saginaw Switchyard is closed under the terms of this paragraph, CLM will nonetheless be credited with successful completion of a farmer's market for the purposes of Part 5(a)(1).

e. The City specifically reserves the right, to remove or exclude any vendor or other person who refuses to abide by any local, state or federal law.

5. General Breach.

Unless stated elsewhere in this Agreement, CLM shall be in default under this Agreement if CLM breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the City referencing this Agreement, the City shall have the right to terminate this Agreement immediately by providing written notice to CLM. If this Agreement is terminated, CLM will forfeit its right to further payments by the City.

6. No Independent Contractor or Agency Relationship.

It is expressly understood and agreed that CLM shall operate as an independent contractor and not as an agent, representative or employee of the City. CLM shall have the exclusive right to control all details and day-to-day operations relative to the Farmer's Market and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. CLM acknowledges that the doctrine of respondeat superior will not apply as between the City and CLM, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. CLM further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and CLM.

7. INDEMNIFICATION.

CLM, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, DEMANDS, CAUSES OF ACTION, COSTS AND EXPENSES OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION AND SETTLEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS OF BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF, OR BE OCCASIONED BY: (a) CLM'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (b) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF CLM, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY, OR ITS EMPLOYEES, OFFICERS, AGENTS, ASSOCIATES, CONTRACTORS OR SUBCONTRACTS), OR SUBCONTRACTORS DUE OR RELATED TO OR ARISING FROM THE OPERATIONS OF THE FARMER'S MARKET, ACTIVITIES AT SAGINAW SWITCHYARD, OR THE PERFORMANCE OF THIS AGREEMENT.

8. Insurance

CLM agrees to maintain insurance for comprehensive general liability, automobile liability insurance, and workers' compensation during the term of this Agreement in the amounts specified by the City, and CLM shall furnish City with a valid Certificate of Insurance covering all workers and subcontractors. Such policies shall name the City, its officers, employees and agents as an additional insured and shall provide for a waiver of subrogation against the City.

9. Notices.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

City:
City of Saginaw
Attn: City Manager

CLM:
Community Link Mission, Inc.
Attn: Lara Gay

Address:
333 West McLeroy Blvd.
Saginaw, Texas 76179

300 Belmont St.
Saginaw, Texas 76179

10. Assignment and Successors.

CLM may at any time assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to an Affiliate, so long as CLM, the Affiliate, and the City first execute an Agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of CLM under this Agreement. Otherwise, CLM may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City of Saginaw. Any attempted assignment, transfer, or conveyance without the City's prior written approval shall constitute a breach and be grounds for termination of this Agreement. Any authorized assignee or successor-in-interest of CLM of all rights under this Agreement shall be deemed "CLM" for all purposes under this Agreement.

11. Compliance with Laws, Ordinances, Rules, and Regulations.

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter, codes and ordinances, as they may be amended.

12. Right to Inspect Records.

CLM agrees that the City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of CLM or any Affiliate involving transactions relating to this Agreement during the term of this Agreement. The City shall give CLM or its Affiliate reasonable advance notice of intended examination.

13. Governmental Immunity and Powers.

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities that are outside of the terms, obligations and conditions of this Agreement.

14. No Waiver.

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

15. Venue and Jurisdiction; Applicable Law; Limitation of Remedies.

a. *Venue.* If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division.

b. *Applicable Law.* This Agreement shall be construed in accordance with the laws of the State of Texas and is entered into subject to the charter and ordinances of the City as they may be amended from time to time. Situs of this Agreement is agreed to be Tarrant County, Texas, for all purposes including performance and execution.

c. *No Waiver of Immunity; Limitation of Remedies.* Notwithstanding any provision of this Agreement to the contrary, nothing contained in this agreement may be construed to limit or waive any governmental or sovereign immunity of the City, or any immunity applicable to its officers, agents, servants or employees. To the extent there may be a waiver of immunity under state law, the remedies available to enforce this agreement are limited to mandamus, specific performance or injunctive relief. All other remedies (except recovery of attorney's fees as allowed below), including suits for damages are specifically waived by both parties.

d. *Attorney's Fees.* In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

16. No Third Party Rights.

The provisions and conditions of this Agreement are solely for the benefit of the City and CLM, and any lawful assign or successor of CLM, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

17. Force Majeure.

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of

God, inclement weather, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

18. Interpretation.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement. To the extent of any conflict between an incorporated exhibit and the body of this Agreement, the Agreement shall control.

19. Severability Clause.

It is hereby declared to be the intention of the parties that sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the parties without the incorporation in this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section. It is the intent of the Parties to provide the economic incentives contained in this Agreement by all lawful means.

20. Captions.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

21. Entirety of Agreement.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and CLM, and any lawful assign and successor of CLM, as to the matters contained in the Agreement. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended unless the amendment is executed in writing by both parties.

22. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

Signed this _____ day of _____ 2021.

CITY OF SAGINAW

By: _____
Gabe Reaume, City Manager

Date: _____

ATTEST:

Janice England, City Secretary

COMMUNITY LINK MISSION, INC

By: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this date personally appeared _____, who after being duly sworn stated that she is the _____ of Community Link Mission, Inc., and that she signed the foregoing instrument on behalf of said entity for the purposes expressed therein on the date shown.

Notary Public in and for the State of Texas

My commission expires: _____

Date: _____



Vendor Name:

Rubric for Potential and Current Vendors

Approved: 20-25 Will be reviewed: 15-20 Waitlisted: <15 Removed: <10

VENDOR SCORES			5	4	3	2	1
	A	Location/Proximity to Saginaw	Saginaw based	Within 25 miles of Saginaw	Within 50 miles of Saginaw	Within 100 miles of Saginaw	Near or beyond 150 miles
	B	Use of Local Agricultural Product	Farmer	Not agricultural, but uses all local	Not agricultural but uses mostly local	Not agricultural but uses some local	Not agricultural, uses no local
	C	Uniqueness of Item	No other vendors	One somewhat similar vendor	One very similar vendor	Two very similar vendors	Three+ very similar vendors
	D	Brand (packaging, logo, social media presence)	Lots of thought and follow-through in brand development	Well thought out and fairly consistent in presence	Either not completely thought out or no consistent	Somewhat thought out, poor presence	Little thought, no presence
	E	Completeness of Business (how thought out, how long in existence, commissary kitchen)	Established business, participating in other markets/other locations	Established business with other pop-ups/plans for expansion	Established but only at market	New or relatively new with plans of expanding beyond market	New with no plans of expanding beyond market

Notes and Feedback:



For Current Vendors

Things to provide feedback on, with rating (E-Excellent, S-Satisfactory, NI-Needs Improvement)

_____ **Booth Presence** (display, tables, packaging, banner, storage, generator, signage, prices, cleanliness, appropriate electrical capacity)

_____ **Seller Personality** (rotating vendors vs. stable personnel; general attitude and approachability, enthusiasm, employee vs owner, vendor community)

_____ **Business Presentation** (logo, social media presence story)

_____ **Product Quality** (feedback from customers, variety, uniqueness, focused vs. scattered product inventory, all products approved)

_____ **Attendance** (how regular, weather-related, other events, communication)

Tips and feedback from Staff, Customers, Committee:

Talking Points with Vendor

Opportunity for dialog - happiness factor, worth investment of time and money, creative juices still flowing

Suggestions of how the Market can help you.

Suggestions for how we can improve Market.



City of Saginaw

Meeting Date: 12/1/2020

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

Agenda Items: (7)

E-mail: rtrice@saginawtx.org

Phone: 817-230-0449

SUBJECT:

Consideration and Action regarding a Request from Central Builders, Inc. to perform construction work outside the hours of 6:00 a.m. and 9:00 p.m. on weekdays to construct the Planet Fitness facility located at 608 S. Saginaw Blvd., pursuant to Section 30-132(16) of the City Code--Rick Trice, P.E., Director of Public Works

BACKGROUND/DISCUSSION:

Central Builders, Inc., the builder of Planet Fitness, is requesting Saturday and Sunday work hours. Staff has reviewed their request and recommends they be allowed to work on Saturdays (but not Sundays) from 9:00 a.m. to 5:30 p.m. through February 1, 2021.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends they be allowed to work Saturdays (but not Sundays) from 9:00 a.m. to 5:30 p.m. through February 1, 2021.

ATTACHMENTS:

Description

Letter from Central Builders, Inc.



www.centralbuilders.net

To whom it may concern,

Central Builders, Inc. would like to request a variance of hours to work on the Planet Fitness project for this weekend and following future weekends. As our schedule presses on and the holidays near, we will be crunched for time and would like to request earlier hours on Saturdays and the possibility to work on Sundays.

The building shell portion of the project and all related outdoor work is set to complete January 15th, 2021. Central Builders is requesting permission to commence work at 7:00AM on Saturdays and terminate work by 5:30 PM. We also would like to request permission to work on Sunday during the hours of 7:00 AM to 3:00 PM.

We appreciate your consideration in our request. If there are any questions, feel free to contact Project Manager, Jon-Michael V. Paul or Superintendent, Roberto Salazar.

Permit # 31311
Project address:
608 S. Saginaw Blvd.
Saginaw, TX

Jon-Michael V. Paul (cell): 210.241.1007
Roberto Salazar (cell): 210.461.0048

Respectfully,



Bryan Ehrlich
Vice President

San Antonio

11800 Nacogdoches, San Antonio, TX 78217
P: (210) 590-0235 | F: (210) 590-0441

Denton

2600 James Street, Denton, TX 76205
(940) 243-3000 | F: (940) 387-2510



City of Saginaw

Meeting Date: 12/1/2020

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (8)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Consideration and Action regarding a Development Agreement with Provident Realty Advisors, Inc., governing development criteria for 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 (Property) and providing for financing arrangements, in accordance with the procedures and requirements of Chapter 372, Texas Local Government Code, as amended, and the Development Agreement, to fund Public Improvement District (PID) Project Costs using (a) the proceeds of PID Bonds; (b) installment payments from Assessments within the Property, provided that such use of Assessments shall be subordinate to the payment of PID Bonds and Administrative Expenses; or (c) other lawfully available funds within the Western Center Public Improvement District; and authorizing the Mayor to execute the same

BACKGROUND/DISCUSSION:

This item is for consideration of the Development Agreement with Provident Realty Advisors, Inc. (Western Center PID). The proposed agreement is attached. It has been sent to Provident for their comments. Their response had not been received at the time the packet was posted. The major deal points discussed at previous meetings are included, but there may be minor edits from Provident that will need to be made.

FINANCIAL IMPACT:

See Agreement.

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

Development Agreement with Provident

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between Provident Realty Advisors, Inc., a Texas corporation (the "Developer") and the City of Saginaw, Texas, a Texas home-rule municipality (the "City"), each a "Party" and collectively the "Parties" to be effective _____, 2020 (the "Effective Date").

RECITALS

WHEREAS, Developer has entered into a contract to purchase (the "Purchase Contract") the approximately 78.724-acre tract of land described on Exhibit A (the "Property") and located within the corporate limits of the City; and

WHEREAS, this Agreement shall be effective as of the Effective Date, but shall not become binding on the Parties until the Developer acquires fee simple title to the Property; and

WHEREAS, if the Developer does not acquire fee simple title to the Property by March 31, 2021, this Agreement shall terminate pursuant to Section ____ hereof; and

WHEREAS, pursuant to Chapter 372, Texas Local Government Code, as amended (the "PID Act"), the City Council adopted Resolution No _____ (the "Creation Resolution"), on October 20, 2020, creating the Western Center Public Improvement District (the "PID") coterminous with the boundaries of the Property; and

WHEREAS, the Parties intend for the PID to finance all or a portion of the public improvements needed to serve the Property consistent with the Developer's engineer's opinion of probable costs attached as Exhibit B, the terms of this Agreement and the PID Documents (hereinafter defined); and

WHEREAS, City desires to encourage retail and commercial development within the City in order to increase sales tax and other revenues, expand and diversify the City's tax base, attract visitors and expand the customer base for retail and commercial businesses within the City, and has determined that development of the Property as contemplated herein will promote and stimulate such development; and

WHEREAS, all of the City's Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property within the PID in accordance with the PID Act and the City will not be responsible for payment of such costs; and

WHEREAS, in consideration of the Developer's undertakings contained herein and the other documents described herein and the continuing benefits to be derived therefrom by the City and its citizens, the City intends to exercise its powers under the PID Act to provide financing arrangements, in accordance with the procedures and requirements of the PID Act and this Agreement, fund PID Project Costs using (a) the proceeds of PID Bonds; (b) installment payments from Assessments within the Property, provided that such use of Assessments shall be subordinate to the payment of PID Bonds and Administrative Expenses; or (c) other lawfully available funds; and

WHEREAS, nothing contained in this Agreement shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I **REPRESENTATIONS AND DEFINITIONS**

1.1 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement. The above recitals are hereby incorporated in and made a part of this Agreement as fully as if set forth verbatim herein. These recitals are true and correct and the parties are bound thereby.

1.2 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been authorized to do so.

1.3 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

"Actual Costs" mean with respect to PID Projects, the actual costs paid or incurred by or on behalf of the Developer, including: (1) the costs incurred by or on behalf of the Developer (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such PID Projects; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such PID Projects; (3) construction management fees; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the PID Projects; and (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, and governmental fees and charges.

"Additional Costs" is defined in Section 3.5(a) of this Agreement.

"Administrative Expenses" means reasonable expenses incurred by the City in the administration, and operation of the PID.

"Administrator" means the City or independent firm designated by the City who shall have the responsibilities provided in the Service and Assessment Plan, the indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the PID.

"Affiliate of Developer" means any other person or entity directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with Developer. As used in this definition, the term "control", "controlling" or "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of Developer or (b) direct or cause the direction of management or policies of Developer, whether through the Developership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of Developer or any affiliate of such lender.

"Agreement" is defined in the introductory paragraph of this Agreement.

"Agricultural Exemption" is defined in Section 3.7 of this Agreement. "Assessment(s)" means the special assessments levied against all or any portion of the Property pursuant to the PID Act and imposed pursuant to an Assessment Ordinance.

"Architectural Standards" are the exterior materials standards applicable to the Property, as detailed in Article II hereof.

"Assessment Ordinance" collectively means an ordinance adopted by the City Council approving the Service and Assessment Plan and levying the Assessments and any ordinance approving amendments, supplements and updates to the Service and Assessment Plan and the Assessments.

"Assessment Roll" means the assessment roll attached to the Service and Assessment Plan, or any other assessment roll in an amendment or supplement to such Service and Assessment Plan or in an annual update to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Public Improvements.

"Assignee" is defined in Section 5.6 of this Agreement.

"City" is defined in the introductory paragraph of this Agreement.

"City Council" means the governing body of the City.

"Code" is defined in Section 3.5(a) of this Agreement.

"Completion of Construction" means (i) the construction of the applicable PID Projects, or portion thereof, as the case may be, on the Property has been substantially completed; and (ii) City has with respect to applicable PID Projects, issued an acceptance of the respective PID Projects.

"Cost Overrun" is defined in Section 4.2 of this Agreement.

"Cost Underrun" is defined in Section 4.3 of this Agreement.

"Creation Resolution" is defined in the recitals to this Agreement.

"Developer" is defined in the introductory paragraph of this Agreement and which as used herein shall include the current Developer of the Property and its successors and permitted assigns.

"Developer Continuing Disclosure Agreement" means any Continuing Disclosure Agreement of the Developer executed contemporaneously with the issuance and sale of PID Bonds as described in Section 3.4.

"Effective Date" is defined in the introductory paragraph of this Agreement.

"End Buyer" means any owner, developer, tenant, user, or occupant of a Fully Developed and Improved Lot.

"Financial Advisor" is defined in Section 3.5(b) of this Agreement.

"Fully Developed and Improved Lot" means any lot, regardless of proposed use, which is served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the real property records of Tarrant County.

"Improvement Account" means a fund or account created under an Indenture used to pay for specified portions of the costs for the construction or acquisition of specified PID Projects as provided in the Indenture.

"Landowner Agreement" is defined in Section 3.2(d) of this Agreement.

"PID Act" is defined in the recitals of this Agreement.

"PID Bond Proceeds" means the funds generated from the sale of PID Bonds, excluding proceeds of refunding bonds.

"PID Bonds" means any bonds, including refunding bonds, issued by the City in one or more series and secured in whole or in part by the Assessments.

"PID Documents" means collectively, the Creation Resolution, the Service and Assessment Plan, the Assessment Ordinance, Landowner Agreement, and PID Reimbursement Agreement, if any, and any amendments, supplements or addendums thereto.

"PID Projects" are the Public Improvements to be funded by the PID or the Developer, as further described in Exhibit ____.

"PID Project Costs" means Actual Costs of PID Projects.

"PID Reimbursement Agreement" is defined in Section 4.6 of this Agreement.

"Public Improvements" means water, wastewater, drainage, road improvements, utility improvements, park and recreation or other public improvements and facilities for the service of and of benefit to land located within the Property as described in Exhibit ____.

"QTEO" is defined in Section 3.5(a) of this Agreement.

"Seller Disclosure Program" means the disclosure program that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by any PID contemplated by this Agreement, including the information set forth in Section 5.7, which form shall be included in the PID Service and Assessment Plan.

"Service and Assessment Plan" means a service and assessment plan prepared for the PID pursuant to the PID Act, as the same may be amended and supplemented from time to time.

"Tax Certificate" is defined in Section 3.6 of this Agreement.

"Term" is defined in Section 5.2 of this Agreement.

ARTICLE II

DEVELOPMENT RESTRICTIONS

2.1 Development Restrictions

(a) Restrictions on the Property (Excluding Block A). All of the Property, excluding Block A as shown on Exhibit C, is subject to the following restrictions:

(i) A trail system shall be constructed to connect the various areas within the Property.

(ii) Roof-mounted mechanical units must be screened from view at a point 5.5 feet above the property line with a parapet wall, screen, mansard roof, or alternative architectural element. The height of the screening element shall be equal or greater than the height of the mechanical unit(s) provided that the element shall not extend more than five feet above the roof on a one or two-story building or more than 13 feet above the roof on a building of three or more stories. A mechanical unit which is taller than the maximum permitted height of the screening feature shall be set back from the screen five feet plus two feet for each foot it exceeds the height of the screen.

(iii) Building materials and design. The Property shall be developed in accordance with the Architectural Standards. Any future development or modifications to structures within the Property shall be in conformance with and shall adhere to the Architectural Standards. The parties agree that Property will be developed as an area of architectural significance as contemplated by Chapter 3000 of the Texas Government Code. Also, the covenant to develop and modify structures within the Property in accordance with the Architectural Standards is with the irrevocable voluntary consent of the owner of the Property in accordance with Section 3000.002 (d) of the Texas Government Code and the Developer acknowledges and agrees that the City's covenants set forth herein, constitute adequate consideration for such voluntary consent. All buildings constructed shall comply with the following:

a. Building façade materials:

(A) Commercial Architectural Standards: All non-residential buildings shall comply with the following:

(1) Building Materials. Exterior materials used in the construction of buildings shall comply with the following standards.

(2) All building façades shall be architecturally finished with 80% masonry with an allowance for up to 20% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, stucco, cementitious siding, and textured and painted concrete tilt-wall. Windows, doors and accent materials shall be excluded from the façade area for the purposes of calculating percentages.

(3) Secondary building materials are limited to EIFS as a cornice, band, medallion, etc., quality wood such as, cedar, redwood, tile, or ornamental metal. Other secondary materials not specifically noted herein may be allowed only if approved by the City Council.

(B) Urban residential architectural standards: All multifamily residential buildings shall comply with the following:

(1) The exterior front facade shall be constructed of 100% masonry and the remaining building facades shall be architecturally finished with 75% masonry with an allowance for up to 25% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, stucco, and cementitious siding.

(2) Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.

(3) Secondary building materials are limited to EIFS as a cornice, band, medallion, etc., quality wood such as, cedar, redwood, tile, or ornamental metal. Other secondary materials not specifically noted herein may be allowed only if approved by the City.

(C) Single family attached, detached and townhome standards: All Single family attached, detached and townhome buildings shall comply with the following:

(1) The exterior front facade shall be constructed of 100% masonry and the remaining building facades shall be architecturally finished with 80% masonry. Masonry finishes include clay fired brick, natural

and manufactured stone, cast stone, stucco (second floor and above), and cementitious siding.

- (2) Windows, doors, porches, columns, dormers and other architectural features shall be excluded from the façade area for the purpose of calculating primary building materials.

b. Building façade design. The following articulation standards shall apply to all building facades that face public streets:

(A) Horizontal articulation. No building façade shall extend for a distance greater than three times its average height without a perpendicular offset. The depth of an offset may vary but shall be a minimum of 15% of the average building height. The minimum length of an offset shall be equal to 10% of the entire façade.

(B) As an alternative to the articulation requirement in (1) above, one-story commercial storefronts designed for multiple tenants with a minimum of 60% glass may utilize a minimum of four of the following architectural details along 100% of facades that face public streets:

- (1) Canopies or awnings
- (2) Pilasters
- (3) Recessed entries
- (4) Ornamental cornices
- (5) Façade material change
- (6) Color change
- (7) Repetitive decorative applied features and/or decorative lighting

(C) Vertical articulation. No wall shall extend horizontally for a distance greater than three times its average height without a change in elevation. An elevation change shall be a minimum 15% of the average building height and shall extend for a distance of at least 10% of the entire façade.

c. Roofs. Flat roofs and parapet walls around flat roofs shall have a cornice, cap or other detail with a vertical dimension equal to at least three percent of the height of the building.

- (iv) Signage. Signage shall comply with the following requirements:
 - (A) Pole signs are prohibited.

(B) Signs attached to or hung behind windows may only cover 25% of the window surface on each building face.

(C) Freestanding signs must be monument signs with a maximum height of 12 feet and a maximum size of 90 square feet.

(D) Single tenant properties are limited to one freestanding sign per street front.

(D) For shopping centers and other multi-tenant uses, where permitted pursuant to this Agreement, one multi-purpose sign of a monument style shall be allowed per street frontage. Multi-purpose monument signs shall not exceed 12 feet in height with a maximum overall square footage of 225 square feet. However, the copy area of the sign shall not exceed 150 square feet, leaving a base area of 75 square feet.

(E) Murals may be painted or applied to the exterior walls of buildings; however, the mural shall not contain logos or names of any business entity.

(v) The following uses are prohibited: Auto Sales, New and Used, Building Material Sales, Cargo Container, Landscape Service, Machinery Sales or Repair, Mini-warehouse, Motorcycle Sales, Non-depository financial institutions, Recreational Vehicle Rental, Rental Yard, Commercial & Heavy Equipment, Stone Monument Sales.

(vi) The following uses are permitted only with the approval of the City Council: Golf Course, Driving Range, Golf Course, Miniature, Water Park, Commercial, Auto Car Wash, Auto Rental (Car & Truck), Auto Service Station, Light Maintenance, Contractor, no Outside Storage Permitted, Exterminating Service, Greenhouse or Plant Nursery, Home Improvement Store, Small Engine Repair, Auto paint and body shop, Nail salon, Donut shop. Any approval may be conditioned upon additional development standards dictated by the City Council of the City.

(vii) A maximum of one convenience store is permitted on the Property.

(viii) Minimum building setbacks shall comply with the City's minimum building setbacks applicable to the CC (Community Commercial) zoning district in effect on the Effective Date of this Agreement.

(ix) Trash enclosures shall not be screened or surrounded by chain link with vinyl slats. Solid gates must be installed for trash enclosures that face a public street.

(x) A minimum 15-foot wide landscape buffer shall be required along FM 156 and Western Center Boulevard for non-residential development in Block D and E, as shown on Exhibit C.

(xi) A consistent street light pole design shall be used throughout the Property. Light standards installed in parking lots shall not exceed 32 feet in height and shall be of square or shoebox design.

(b) Additional Restrictions. Block D as shown on Exhibit C ("Block D") shall not be developed with any use that is less than 3,500 square feet without prior City Council approval. City Council approval of casual restaurants that are less than 3,500 square feet in indoor floor area, such as a Fuzzy's Taco or frozen yogurt shop, shall not be unreasonably withheld. Block D shall not be developed with any multi-tenant retail building without prior City Council approval. Multi-tenant retail buildings may be located on Blocks A, B, C, and E, as shown on Exhibit C, subject to the following restrictions: (a) one building is permitted up to 10,000 square feet in indoor floor area with no restriction on the number of tenants in the building; and (b) two buildings are permitted, each with a maximum of 5,000 square feet in indoor floor and two tenants. Multi-tenant retail buildings on blocks A, B, C, and E, as shown on Exhibit C, that do not meet such conditions shall require City Council approval.

2.2 Public Park. The Developer agrees to dedicate at least six contiguous acres within the Property to the City for use as a public park (the "Park"). The Developer agrees that City may design and construct a playground, splashpad, and public parking (the "Park Improvements") within the Park, which Park Improvements shall be funded with an amount not to exceed two million (\$2,000,000.00) dollars of proceeds of the PID Bonds. Dedication of the Park to the City shall occur within 180 days after the commencement of construction of the portion of Western Center Boulevard adjacent to the Property. The Park dedication may include land used as a regional detention pond, provided it is (a) engineered to maintain a constant water level; (b) designed as an amenity to the Park with a looped path around the detention pond; and (c) reserves at least one and one half (1.5) contiguous acres of Park area for the Park Improvements.

ARTICLE III **PID MATTERS**

3.1 PID Public Improvements. All of the Public Improvements needed to serve the Property are described on the Developer's engineer's opinion of probable costs attached as Exhibit B. No additional Public Improvements are needed to serve the Property or will be required by the City.

PID Financing.

(a) The City and Developer shall use good faith efforts to initiate and approve all necessary documents and ordinances required to (i) effectuate this Agreement, (ii) create the PID, (iii) complete a Service and Assessment Plan, (iv) issue the PID Bonds, and (v) levy the PID Assessments associated with Property. Following preparation and approval of a preliminary Service and Assessment Plan acceptable to the Developer and the City and subject to City Council making findings that the PID Projects confer a special benefit on the Property, the City Council shall consider an ordinance (the "Assessment Ordinance") levying assessments on the Property.

(b) The public improvements to be funded by the PID (the "PID Projects"), and the estimated costs thereof, are described in Exhibit _____. The costs shown on Exhibit ____ are estimates and shall not be construed as caps on the cost of such public improvements.

(c) The City shall annually review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act.

(d) Prior to the dissemination of any preliminary offering document relating to PID Bonds, the Developer and any other Developer of Property shall execute an agreement with the City (a "Landowner Agreement") approving and accepting the creation of the PID, the levy of the Assessments on all the Property by the Developer and any other Developer Property benefitted by PID Bond proceeds and the associated Seller Disclosure Program, and shall cause to be recorded against the applicable portion of the Property covenants running with the land that will bind any and all current and successor owners of the portion of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such Assessments and the liens created thereby; and (ii) comply with the Seller Disclosure Program.

3.3 PID Bond Issuance. Subject to the satisfaction of conditions set forth in this Section 3.03, the City may issue PID Bonds solely for the purposes of acquiring and/or constructing PID Projects or any other purposes authorized by the PID Act. The Developer may request issuance of PID Bonds to be issued by filing with the City a list of the PID Projects to be funded with the PID Bonds and the estimated costs of such PID Projects. Except as otherwise agreed to by the City Council, in its sole discretion, the issuance of PID Bonds for each phase is subject to the following conditions:

- (1) the Purchase Contract has been duly executed and delivered;
- (2) the adoption or amendment of a Service and Assessment Plan, Assessment Roll, and an Assessment Ordinance levying Assessments on all or any portion of the Property benefitted by such PID Projects included in such PID Bond issuance in amounts sufficient to pay all costs related to such PID Projects and PID Bonds;
- (3) each series of PID Bonds shall be in an amount estimated to be sufficient to fund the PID Projects or portions thereof for which such PID Bonds are being issued;
- (4) delivery by the Developer to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the PID Projects increase the value of such properties by an amount at least equal to the amount assessed against such properties;
- (5) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas;
- (6) the Developer is current on all the payment of all taxes, assessments, fees and obligations to the City;

- (7) the Developer is not in default under this Agreement, a Landowner Agreement, a Reimbursement Agreement or any other agreement with the City related to the PID;
- (8) the Developer is not in default under any Developer Continuing Disclosure Agreement;
- (9) no outstanding PID Bonds are in default and no reserve funds have been drawn upon that have not been replenished;
- (10) review and approval by the City of the plats and construction plans for the PID Projects;
- (11) the Administrator has certified that the costs of the PID Projects to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds;
- (12) the PID Projects to be financed by the PID Bonds have been or will be constructed according to the approved design specifications and construction standards imposed by this Agreement including any City Regulations not in conflict with this Agreement, as confirmed by the City's consulting engineer;
- (13) the City's consulting engineer determines that the PID Projects Costs shown on Exhibit _____, as updated and amended, are reasonable;
- (14) the City has determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability and that the PID Bonds are structured and marketed appropriately, meet all regulatory and legal requirements and are marketable under financially reasonable terms and conditions;
- (15) the City has determined that the amount of proposed PID Assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the PID Project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy;
- (16) the maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof and PID Assessments shall not be levied for any period exceeding 35 years from the Effective Date of this Agreement;
- (17) the aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$_____, not including refunding bonds;
- (18) unless otherwise agreed to by the City, the value to lien ratio shall not be less than 3:1 when comparing the appraised value of the Property to the par amount of PID Bonds issued with respect to such phase, which value shall be confirmed by appraisal from licensed MAI appraiser based on the assumption that development of the applicable portion of the PID Property only includes the public improvements

in place and to be constructed with the PID Bond proceeds and Developer cash contribution, if any, deposited with the PID Bond indenture trustee;

- (19) the PID Bonds may, but shall not be obligated to, include up to 2 years capitalized interest for any issuance of PID Bonds;
- (20) the PID Bonds shall be offered and sold and may be transferred or assigned only (A) upon compliance with applicable securities laws; and (B) unless otherwise agreed to by the City, (i) to qualified institutional buyers, investors or accredited investors as such buyers/investors are defined in compliance with applicable securities laws, and (ii) in minimum denominations of \$100,000 or integral multiples of \$5,000 in excess thereof;
- (21) no information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City;
- (22) the Developer agrees to provide periodic information and notices of material events regarding the Developer and/or the Developer's development of the Property within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Developer in connection with the issuance of PID Bonds;
- (23) prior to the dissemination of any preliminary offering document relating to PID Bonds, all owners of property for which the PID Bonds are being issued shall have executed and delivered to the City a Landowner Agreement described in Section 3.2(d); and
- (24) simultaneous with closing the PID Bonds, Developer shall fund or cause the funding of the PID Projects financed by the PID Bonds to the extent that the PID Projects has not already been completed and paid for by Developer and, to the extent PID Bond proceeds are insufficient to fund such PID Projects, and the Developer shall deposit funds or provide evidence of other financial security acceptable to City in its sole discretion necessary to complete the applicable PID Projects in escrow with the PID Bond indenture trustee for the applicable PID Bonds.

3.4 Disclosure Information. Prior to the issuance of PID Bonds by the City, Developer agrees to provide all relevant information, including financial information that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The Developer agrees, represents, and warrants that any information provided by the Developer for inclusion in a disclosure document for an issue of PID Bonds will not contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the Developer further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds. The Developer agrees to enter into

and comply with all requirements of a Developer Continuing Disclosure Agreement, as applicable, in connection with the issuance of PID Bonds.

3.5 Qualified Tax-Exempt Status.

(a) Generally. In any calendar year in which PID Bonds are issued, Developer agrees to pay the City its actual additional costs ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations"), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations ("QTEO"), as defined in Section 265(b)(3) of the Internal Revenue Code (the "Code") as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Developer and any deficiencies in the estimated Additional Costs paid to the City by Developer shall be remitted to the City by the Developer.

(b) Issuance of PID Bonds prior to City Obligations.

(1) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its financial advisor ("Financial Advisor"), shall calculate the estimated Additional Costs based on the market conditions as they exist approximately thirty (30) days prior to the date of the pricing of the PID Bonds (the "Estimated Costs"). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO as a result of issuance of the PID Bonds. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer in an amount equal to the Estimated Costs. Developer, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) fifteen (15) business days after the date of said invoice, or (ii) five (5) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until Developer has paid the invoice related to the PID Bonds then being issued.

(2) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO as a result of issuance of the PID Bonds. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to Developer of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to Developer required under this paragraph. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph. If Developer does not pay the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days

of the date of the City's notice required under this paragraph, Developer shall not be paid any reimbursement amounts under any PID Reimbursement Agreement(s) related to the PID Property until such payment of Additional Costs is made in full.

(c) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist approximately twenty (20) days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer (1) in an amount equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. The Developer, in turn, shall remunerate to the City the amount shown on said invoice at least fifteen (15) days prior to the pricing date indicated on the invoice. If Developer fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the actual Additional Costs to the City of issuing non-QTEO City Obligations. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to Developer of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to Developer. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice. If Developer does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then Developer shall not be paid any reimbursement amounts under any PID Reimbursement Agreement(s) related to the PID Property until such payment of Additional Costs is made in full.

(d) To the extent any developer(s) or property Developer(s) (including Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property Developer (including Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property Developer(s) (including Developer, as applicable) as necessary so as to put all developers and property Developers (including Developer, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e) below, said reimbursement to be made by the City within fifteen (15) business days after its receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or property Owner on whose behalf the City has issued debt in the same manner as described in this section, and Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of Developer's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be promptly reimbursed to Developer. The portion owed by Developer shall be determined by dividing the total proceeds from any debt issued on behalf of and owners of property in such calendar year by the total

proceeds from any debt issued by the City for the benefit of all developers (including Developer) in such calendar year.

3.6 Tax Certificate. If in connection with the issuance of PID Bonds the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the CODE, the Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer represents that such facts and estimates will be based on their reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that the Developer control or direction over the use or investment of the PID Bond Proceeds (including, but not limited to, the use of the PID Projects), the Developer further agree that they will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

3.7 Agricultural Exemption. The City acknowledges that some or all of the Property may now have and/or may in the future have an agricultural, open-space, timber, or wildlife management use tax classification ("Agricultural Exemption"). The Parties agree that prior to the issuance of PID Bonds the City may request removal of Agricultural Exemption from the portion of the PID Property benefited by the PID Bonds and the Developer shall upon such request remove such Agricultural Exemption for such portion of the PID Property.

3.8 Legislative Discretion. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement including, but not limited to, the creation of the PID, the levying of Assessments and the issuance of PID Bonds. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion.

ARTICLE IV **PAYMENTS FOR PID PROJECTS; DEVELOPERSHIP.**

Section 4.1 Improvement Account. The Improvement Account for each issue of PID Bonds shall be administered and controlled by the City, or the Indenture Trustee, and funds in the Improvement Account shall be deposited and disbursed in accordance with the terms of the Indenture associated with the PID Bonds issued to finance property in such PID.

Section 4.2 Cost Overrun. If the total cost of the PID Projects in the aggregate for a PID exceeds the total amount of monies on deposit in the Improvement Account (a "Cost Overrun"), the Developer shall be solely responsible for the remainder of the costs of such PID Projects, except as provided in Section 4.03 below.

Section 4.3 Cost Underrun. Upon the final acceptance by City of any PID Projects and payment of all outstanding invoices for such PID Projects, if the actual costs of such PID Projects are less than the budgeted costs (a "Cost Underrun"), any remaining budgeted amount will be

available to pay Cost Overruns on any other PID Projects for the associated PID. The City shall promptly confirm to the Indenture Trustee of the PID Bonds issued to finance such PID Projects that such remaining amounts are available to pay such Cost Overruns, and the City, with advice from the Developer, will decide how to use such moneys to secure the payment and performance of the work for other PID Projects, if available.

Section 4.4 Remainder for PID Projects. If funds remain in the Improvement Account related to the PID Bonds after the completion of all PID Projects and the payment of all PID Projects Costs for the PID, then such funds shall thereafter be the exclusive property of the City and shall be used by the City for the purpose of paying or retiring the PID Bonds as provided in the related Indenture or Service and Assessment Plan, or any other use applicable and of benefit to the Property as provided by the PID Act or other law; provided that any funds in the Improvement Account other than PID Bond Proceeds or Assessment revenues shall thereafter be the exclusive property of the City and shall be used by the City for any lawful purpose for which such funds may be used.

Section 4.5 Ownership; Maintenance and Operation. All of the PID Projects shall be owned by the City upon completion of construction and acceptance by the City. The Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements for the PID Projects to the City and the public. Upon inspection, approval, and acceptance of the PID Projects or any portion thereof, the City shall maintain and operate such PID Projects to service the Property.

Section 4.6 Reimbursement Process for PID Projects.

The Parties agree that to the extent funds are unavailable for payment directly from the Improvement Account to pay all PID Projects Costs, the City and Developer shall, prior to or substantially contemporaneous with the initial levy of assessments on a phase(s) of the Property, enter into a PID Reimbursement Agreement (or similar agreement) to provide for reimbursement to Developer for payment of PID Projects Costs solely from (i) the proceeds of PID Bonds issued for such PID Project Costs or (ii) Assessments levied for such PID Project Costs. Such PID Reimbursement Agreement shall set forth the procedure, terms and conditions for such reimbursement. Provided, however, the following terms shall form the basis for such Reimbursement Agreement:

- (a) Developer shall submit a request for payment along with the invoices to the City for PID Projects Costs. The City shall review the submitted request for payment and the invoices in accordance with its normal process for payments of construction costs of similar public improvements and upon approval, authorize the payment of funds for such PID Projects Costs from the Improvement Account, provided that funds are available in the Improvement Account;
- (b) Developer may submit a request for payment and invoices on a monthly basis and all invoices shall be paid by the City within forty-five (45) days of receipt. The invoices included with the request for payment shall reasonably identify the payee, the goods, services and/or materials provided by such payee and the total amount paid with respect to such goods, services and/or materials; and

(c) If the City timely disapproves of the request for payment by delivering a detailed notice to the Developer, then payment with respect to the disputed portion(s) of the request for payment shall not be made until the Developer and the City settle the dispute. The Parties agree to meet promptly and resolve and dispute within 60 days from the date of the initial submittal of the request for payment.

Section 4.7 Rights to Audit.

(a) City shall have the right to audit, upon reasonable notice and at its own expense, records of Developer with respect to the expenditure of funds to pay PID Project Costs. Upon written request by City, Developer shall give City access to those certain records controlled by, or in the direct or indirect possession of, Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of PID Project Costs, and permit City to review such records in connection with conducting a reasonable audit of such fund and account. Developer shall make these records available to City at a location within Tarrant County that is reasonably convenient for City staff.

(b) City and Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard and shall retain and maintain all such records for at least three (3) years from the date of Completion of Construction of the PID Projects. All audits must be diligently conducted and once begun, no records relating to such audit shall be destroyed until such audit is completed.

ARTICLE V **ADDITIONAL PROVISIONS**

5.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

5.2 Term. This term of Agreement shall be (i) _____ years after the Effective Date or (ii) upon the date of final payment of the final series of any PID Bonds issued to finance PID Projects, or any obligations issued to refund any PID Bonds, whichever is longer, unless extended by mutual agreement of Developer and the City (as extended, the “Term”), provided that this Agreement shall terminate (i) if the Developer, or any Affiliate of the Developer, does not close on the Purchase Contract on or before March 31, 2021, or (ii) if no PID Bonds have been issued, (A) the Developer or a future Developer of the Property has not contracted to construct the public improvements to serve any of the land in Western Center PID by the third anniversary of the date hereof, and (B) upon request either by the City, the Developer or a future Developer of the Property.

5.3 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in

reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five business days after it is due.

5.4 REMEDIES. EXCEPT AS PROVIDED HEREIN, IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AS ITS SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, SEEK SPECIFIC PERFORMANCE; PROVIDED, HOWEVER, IN THE EVENT DEVELOPER OR ANY SUBSEQUENT OWNER OF ANY PART OF THE PROPERTY FAILS TO COMPLY WITH ANY PROVISION OF THIS AGREEMENT, ALL OBLIGATIONS OF THE CITY WITH RESPECT TO THE PORTION OF THE PROPERTY OWNED BY THE DEFAULTING PARTY SHALL BE SUSPENDED DURING THE CONTINUANCE OF SUCH ALLEGED DEFAULT, INCLUDING BUT NOT LIMITED TO THE APPROVAL OF SITE PLANS AND PLATS, ISSUANCE OF BUILDING PERMITS, AND THE PAYMENT OF ECONOMIC DEVELOPMENT INCENTIVES, IF ANY.

5.5 Limited Waiver of Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Agreement.

5.6 Assignment. The Developer has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property (i) without City consent, but with notice to the City, if the Assignee is an Affiliate of Developer; or (ii) with the City's prior written consent, if to any other person or entity, provided that the Developer is not in default of this Agreement, or any other document between the City and the Developer relating to the PID, at the time of such assignment. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such assignment. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request

from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. The City shall not assign this Agreement. Each Assignee shall be considered a "Party" and the "Developer" for purposes of the obligations, rights, title and interests assigned to the Assignee.

5.7 PID Notices. When selling any of the Property, the Developer shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the portion of the PID Property being sold is located in the PID; (b) that the City has issued or may issue PID Bonds; (c) that the City has levied or may levy Assessments; (d) of the unpaid reimbursement amount of the Assessment against the PID Property; (e) of the estimated annual installments if Assessments are not paid in full; and (f) of the estimated duration of the Assessment and annual installments.

5.8 Binding Obligations. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property.

5.9 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by E-mail). Notices given pursuant to this section shall be addressed as follows:

To the City:

Attn: City Manager
City of Saginaw
333 West McLeroy Blvd.
Saginaw, Texas 76179
E-mail: _____

With a copy to:

Attn: Bryn Meredith
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107
E-mail: bmeredith@toase.com

Developer:

Provident Realty Advisors, Inc.
10210 N. Central Expressway, Suite 300
Dallas, Texas 75231
Attn: Stuart Fink and Dorothy Parks

Email Address: sfink@providentrealty.net and
dparks@providentrealty.net

With a copy to:

Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com

5.10 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

5.11 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that the individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

5.12 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

5.13 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Tarrant County, Texas. Venue for any action to enforce or construe this Agreement shall be Tarrant County, Texas.

5.14 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall

be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.15 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties.

5.16 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

5.17 Boycott Israel. The Developer represents and warrants, for purposes of Chapter 2271 of the Texas Government Code, that at the time of execution and delivery of this Agreement, none of the Developer, or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer, boycotts Israel. The Developer agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Developer, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer, will boycott Israel during the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this subsection has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.

5.18 Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. The Developer represents and warrants, for purposes of Subchapter F of Chapter 2252 of the Texas Government Code, that at the time of execution and delivery of this Agreement neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company (as defined in Section 2270.0001, Texas Government Code) listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used in this subsection (b) has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

5.19 Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions mandated by this Agreement and has been afforded the opportunity to consult with the City and Developer's own professional consultants in order ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions required by this Agreement are roughly

proportionate to the impact of the development contemplated herein except as expressly set forth in this Agreement. In addition, if the terms of this Agreement are fulfilled, Developer knows of no development exaction associated with the requirements of this Agreement that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of 1) the Texas Constitution, §212.904, and Chapter 395 of the Texas Local Government Code and/or 2) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the development contemplated herein.

5.20 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

5.21 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

5.22 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Opinion of Probably Costs for the PID Public Improvements
Exhibit C	Location of Blocks A-E

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by Developer and the City to be effective on the Effective Date.

ATTEST:

CITY OF SAGINAW

Name: _____
Title: _____ City Secretary

By: _____
Name: _____
Title: _____

Date: _____

**APPROVED AS TO FORM AND
LEGALITY:**

Name: _____
Bryn Meredith, City Attorney
§

STATE OF TEXAS

COUNTY OF TARRANT §
§

This instrument was acknowledged before me on October __, 2020 by _____,
_____ of the City of Saginaw, Texas on behalf of said city.

Notary Public, State of Texas

PROVIDENT REALTY ADVISORS, INC.

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on October __, 2020 by _____,
_____ of Provident Realty Advisors, Inc., a Texas corporation, on behalf of
said corporation.

Notary Public, State of Texas

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

BEING 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 being portions of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164 (Tract 1), Deed Records, Tarrant County, Texas, and being a portion of Lavonne Lane (variable width right-of-way), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found at the Northwest end of a corner clip at the intersection of the South right-of-way line of Rough Rider Drive (variable width right-of-way) and the West right-of-way line of Blue Mound Road (F.M. 156, variable width right-of-way);

THENCE South 45 deg 59 min 44 sec East, along said corner clip, a distance of 35.41 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner, said iron rod being situated in said West right-of-way line;

THENCE departing said corner clip and along the West right-of-way line of said Blue Mound Road, the following:

South 00 deg 50 min 30 sec East, a distance of 1,364.96 feet to a point for corner from which a 5/8-inch iron rod with yellow plastic cap stamped "SAMLCC" found bears, South 07 deg 09 min 14 sec West, a distance of 1.41 feet;

South 10 deg 52 min 15 sec West, a distance of 574.10 feet to a 5/8-inch iron rod found for corner;

South 34 deg 24 min 27 sec West, a distance of 231.68 feet to a MAG nail with shiner stamped "W.A.I. R.P.L.S. 5714" set for corner, said MAG nail being situated in the approximate centerline of McLeroy Boulevard (variable width right-of-way);

THENCE North 89 deg 16 min 11 sec West, along said centerline, a distance of 1,391.79 feet to a MAG nail with shiner stamped "W.A.I. R.P.L.S. 5714" set for corner, said MAG nail being situated in the East right-of-way line of Lavonne Drive, (variable width right-of-way, at this point)

THENCE North 89 deg 18 min 41 sec West, over and across, the right-of-way of said Lavonne Drive, a distance of 432.75 feet to a MAG nail with shiner stamped "W.A.I. R.P.L.S. 5714" set for corner, said MAG nail being situated in the West right-of-way line of said Lavonne Drive and the approximate centerline of said McLeroy Boulevard;

THENCE North 89 deg 16 min 11 sec West, continuing along the centerline of said McLeroy Boulevard, a distance of 255.21 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the Southeast corner of a tract of land as described in

deed to Bana, Inc., recorded in County Clerk's File No. D216107091, Deed Records, Tarrant County, Texas;

THENCE North 20 deg 07 min 00 sec West, departing said approximate centerline and along the Easterly line of said Bana, Inc. tract, a distance of 377.94 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 00 deg 49 min 13 sec West, a distance of 356.74 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner;

THENCE North 89 deg 55 min 47 sec East, at a distance of 266.02 feet, passing a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found and being situated in the West right-of-way line of said Lavonne Lane, in all a total distance of 339.69 feet to a point for corner, said point being situated in the East right-of-way line of said Lavonne Lane and being the beginning of a non-tangent curve to the right, having a radius of 416.00 feet, a central angle of 23 deg 09 min 29 sec, a chord bearing of North 12 deg 14 min 21 sec West and a chord length of 167.00 feet;

THENCE along said East right-of-way line and said non-tangent curve to the right, an arc distance of 168.14 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner;

THENCE North 00 deg 39 min 36 sec West, continuing along said East right-of-way line, a distance of 225.27 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE South 89 deg 45 min 01 sec East, departing the Easterly right-of-way line of said Lavonne Lane, a distance of 1,246.97 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 00 deg 50 min 30 sec West, a distance of 1,009.30 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the South right-of-way line of said Rough Rider Drive;

THENCE North 89 deg 05 min 11 sec East, along said South right-of-way line, a distance of 874.65 feet to the POINT OF BEGINNING.

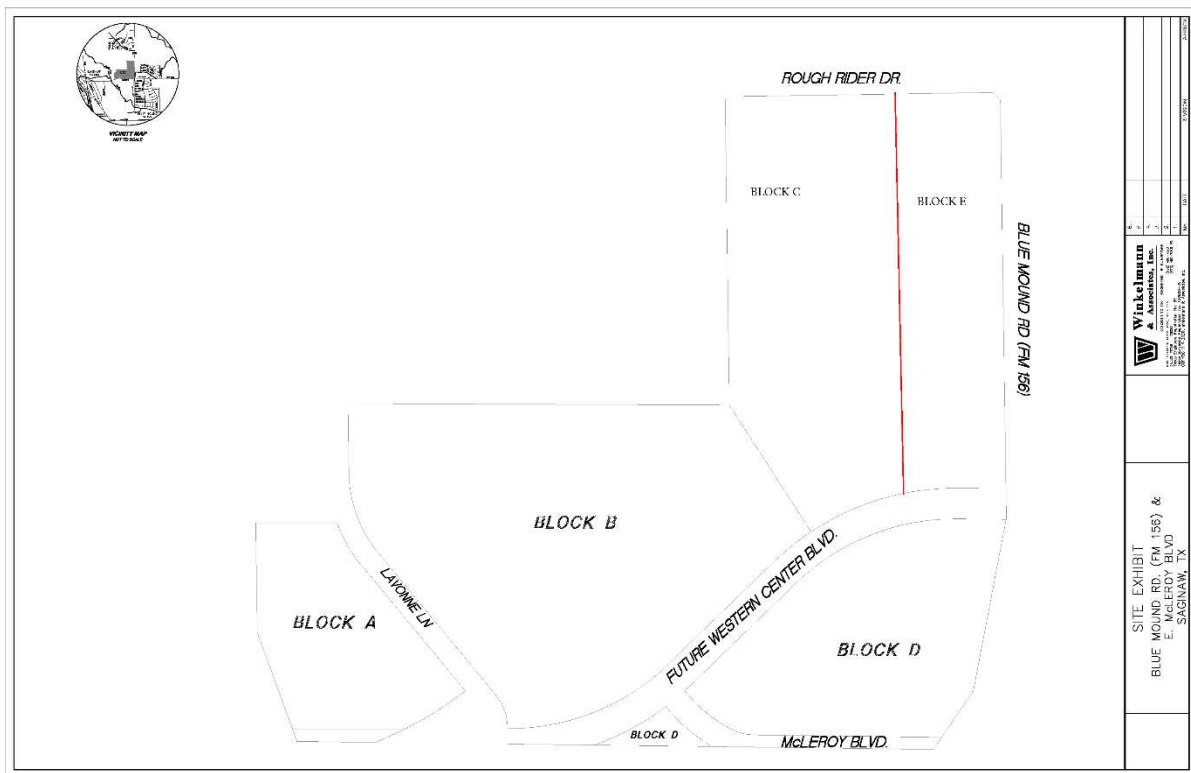
CONTAINING within these metes and bounds 78.724 acres or 3,429,234 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

EXHIBIT B
OPINION OF PROBABLE COSTS FOR THE PID PUBLIC IMPROVEMENTS

[insert exhibit when available]

EXHIBIT C **LOCATION OF BLOCKS A-E**





City of Saginaw

Meeting Date: 12/1/2020

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (9)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Consideration and Action regarding Ordinance No. 2020-27, Adding Section 6-42, "Bees" to Chapter 6 "Animals" of the Saginaw City Code, Providing Regulations Applicable to the Keeping of Bees within the City

BACKGROUND/DISCUSSION:

The subject of Beekeeping has been discussed at City Council Meetings held on October 6th, November 3rd, and November 17th. Proposed Ordinance No. 2020-27 addresses beekeeping in the City. It mirrors beekeeping regulations adopted by the City of Denton.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

Proposed Ordinance No. 2020-27

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) Honeybees may be kept if the following conditions are met:
- (1) All hives shall be located a minimum of 50 feet from any inhabited dwelling other than that of the person keeping such bees;
 - (2) There is an adequate source of water within 20 feet of all hives;
 - (3) Any hive contaminated with or known to have Africanized honeybees (killer bees) shall be destroyed by a qualified beekeeper at the owner's expense;

- (4) Adjacent neighbors must be notified that bees will be kept on your property; and
- (5) A Honeybee Registration Form must be completed and submitted to the City. Any violation for failing to complete a Honeybee Registration Form shall be dismissed without any fine or costs assessed upon the submission of a Honeybee Registration Form within thirty (30) days of the violation.
- (b) It shall be unlawful for any owner of any hive to maintain more than the prescribed number of hives on the chart below on any single parcel of property in a residential neighborhood. The total number of hives allowed are staggered according to the size of the parcel. An equal number of hives and nucs (nucleus colonies, or small honeybee colonies created from larger colonies) are allowed on the property with restriction. Nucs are allowed to be on the property for 90 days before they must be removed.

.25 Acre	.3 Acre	.5 Acre	1 Acre
2 hives	3 hives	4 hives	5 hives
2 nucs	3 nucs	4 nucs	5 nucs

- (c) It shall be unlawful for any person to keep, or allow to be kept, bees in such a manner as to deny the reasonable use and enjoyment of adjacent property or endanger the personal health, safety, and welfare of the inhabitants of the City.
- (d) It shall be unlawful for any person to keep any hive within the corporate limits of the City unless the person has submitted a current and valid registration with the City.”

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



City of Saginaw

Meeting Date: 12/1/2020

Staff Contact: Gabe Reaume,
City Manager

Agenda Items: (11)

E-mail: greume@saginawtx.org

Phone: 8172324640

SUBJECT:

Discussion Regarding the Design of the Intersection at Knowles Drive and West McLeroy Blvd.

BACKGROUND/DISCUSSION:

Staff needs direction for the design of the intersection at Knowles Drive and West McLeroy Blvd. A copy of the Kimley-Horn & Associates, Inc. Presentation given at the September 15, 2020 City Council Meeting is included in the attachments. The consensus of the Council at that meeting 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 Farr was absent. Councilmember Beasley had a prior commitment and had to leave during the discussion.)

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

KHA Presentation 9-15-2020

Roundabout Workshop

City of Saginaw Council Meeting
September 15, 2020

Dana Shumard, Jay VonAhsen, Mark Lenters, Trenton Tidwell



City of Saginaw

Kimley»Horn

Overview

- Introductions
- Project Background
- Traffic Analysis and Recommendations
- Council Feedback
- Pedestrian Safety at Roundabouts
- Next Steps

Introductions

■ Jay VonAhsen

- 17+ years of roadway/alternative intersection experience
- 250+ roundabouts analyzed, designed, and peer reviewed
- Local roundabout expert (Fort Worth, Denton, Keller, McKinney, Frisco, Celina, Arlington, Colleyville, etc.)



■ Mark Lenters

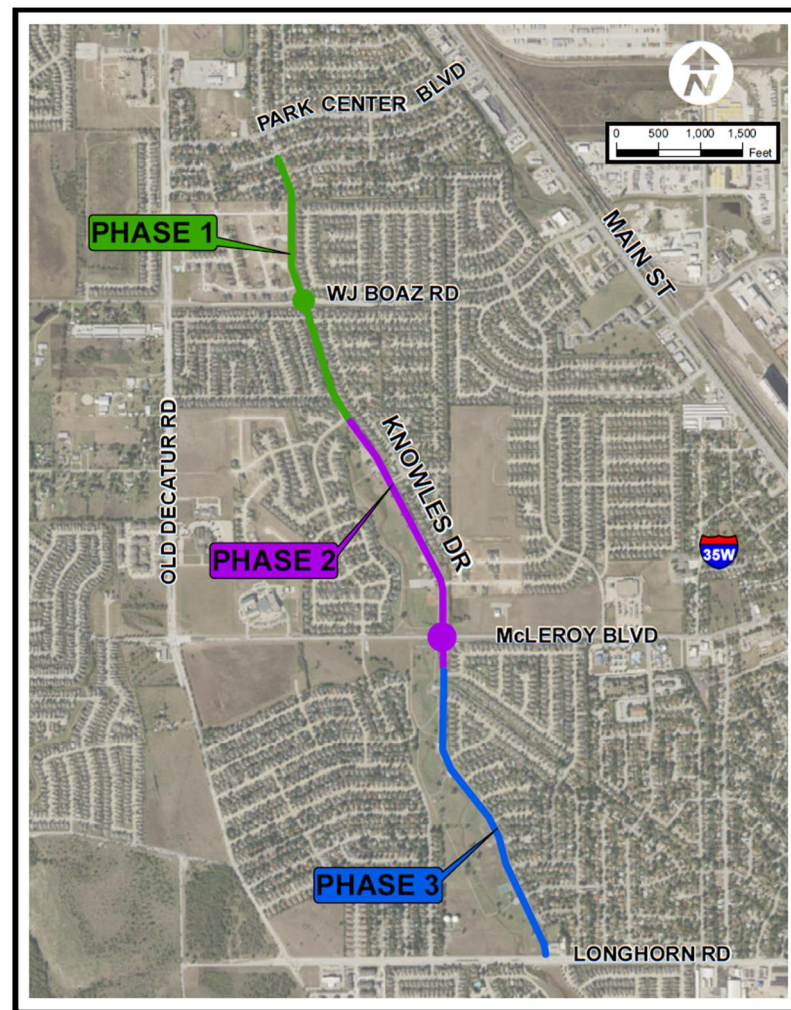
- 31 Years in the safety industry
- 1500+ roundabouts analyzed, designed, and peer reviewed
- 30+ roundabout programs developed for public agencies
- National roundabout expert (44 of 50 states, FHWA)



Project Background

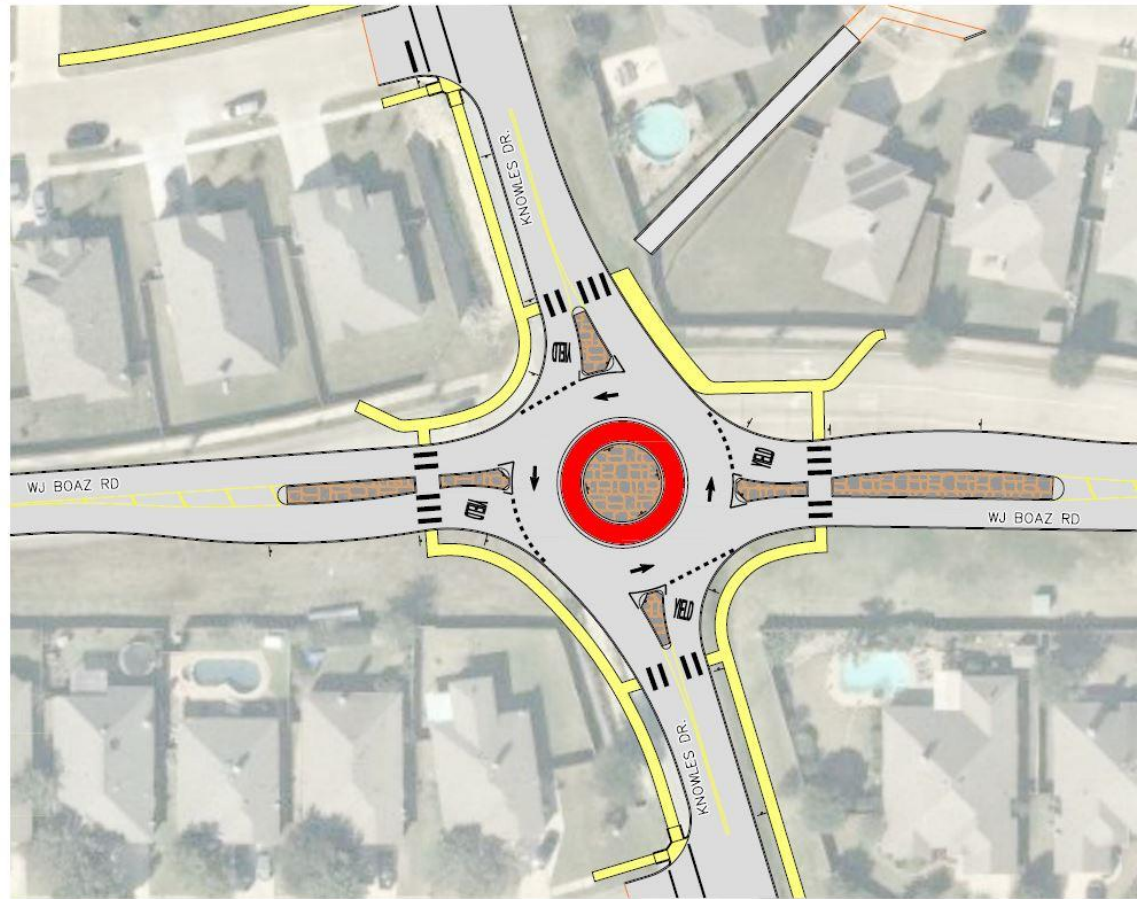
- Conceptual Design - Complete
 - Corridor & Intersection Evaluations
- Current Design Status
 - Phase 1 – 60% Complete, working towards 90%
 - Phase 2 – Working towards 60%
 - Phase 3 – Working towards 60%
- Intersection Recommendations
 - WJ Boaz: single-lane roundabout
 - McLeroy: single-lane roundabout with eastbound right turn bypass lane

KNOWLES DRIVE CORRIDOR IMPROVEMENTS



Traffic Analysis – WJ Boaz

- Existing configuration (all way stop) – experiencing delay
- Analyzed a signal and roundabout
- Single Lane Roundabout recommended for ultimate
- Signal Delay 2.5 x Roundabout
 - (36 sec vs. 11 sec)



KNOWLES DR AND WJ BOAZ - ROUNDABOUT LAYOUT

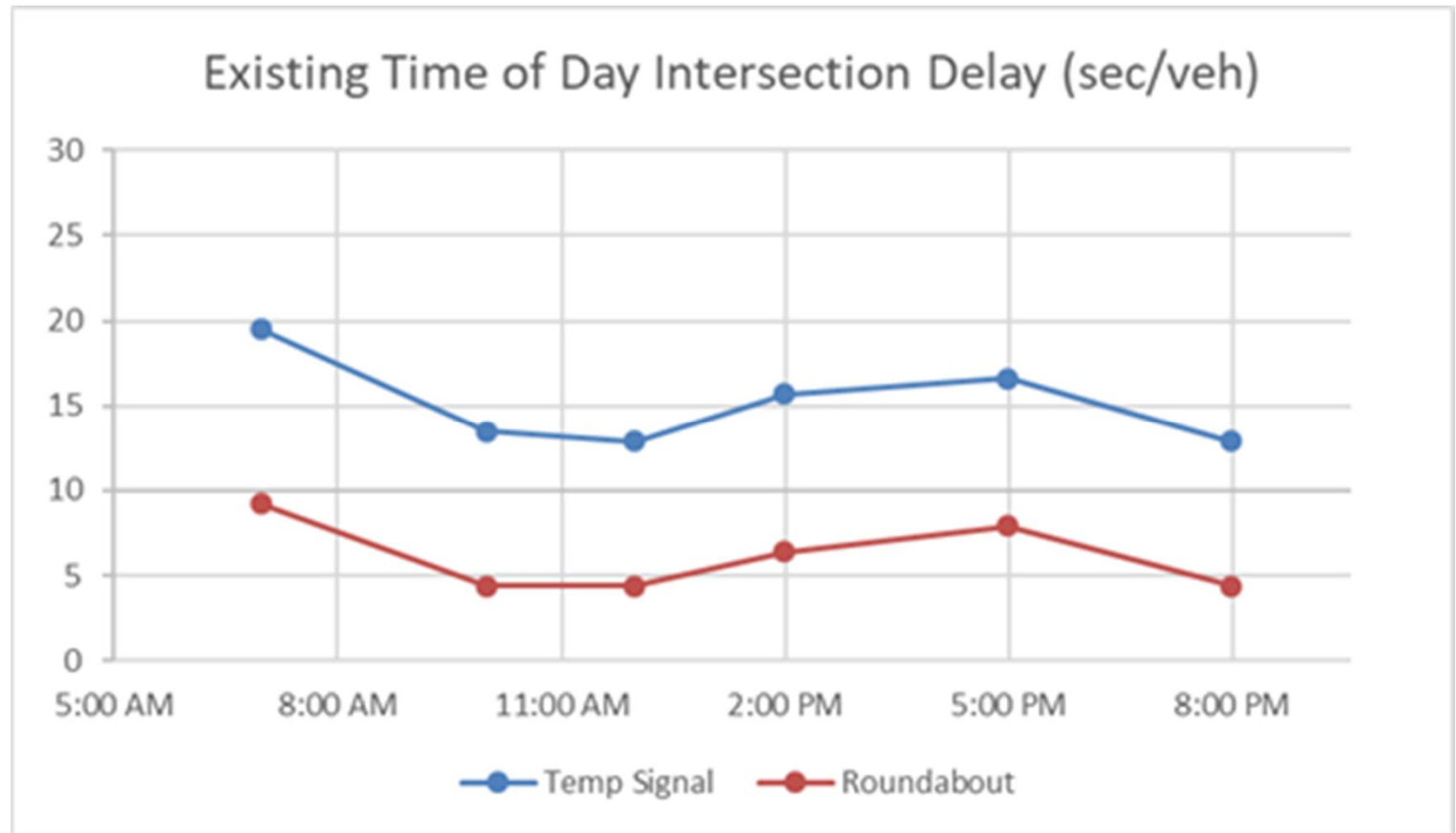
- McLeroy Intersection
 - Existing Signalized Intersection
 - Lacking turn lanes on Knowles
 - Signal was installed for interim condition
 - Traffic Analysis
 - Existing configuration with signal
 - Intersection widening on Knowles and McLeroy with signal
 - Single Lane Roundabout
 - Single Lane Roundabout with EB Right Bypass Lane
- Overall, roundabouts has less delay than signal
- Signals introduce unnecessary delays during the off-peak times

Recommendation: Single Lane Roundabout with enhanced pedestrian crossings

*Updated from July 2019

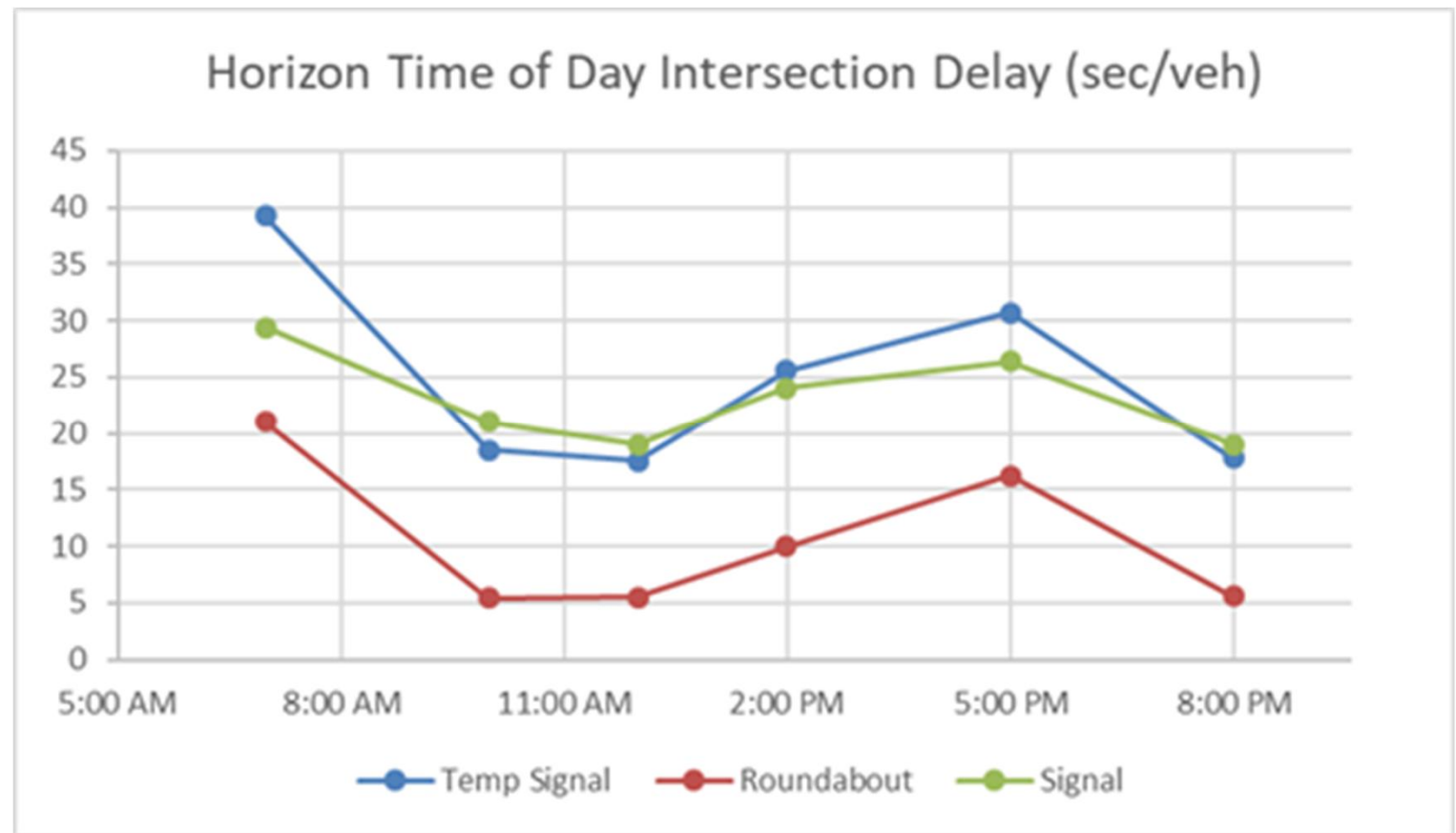
Traffic Analysis – McLeroy Intersection

- Average Delay Comparison
- Based on Ex. Traffic Counts

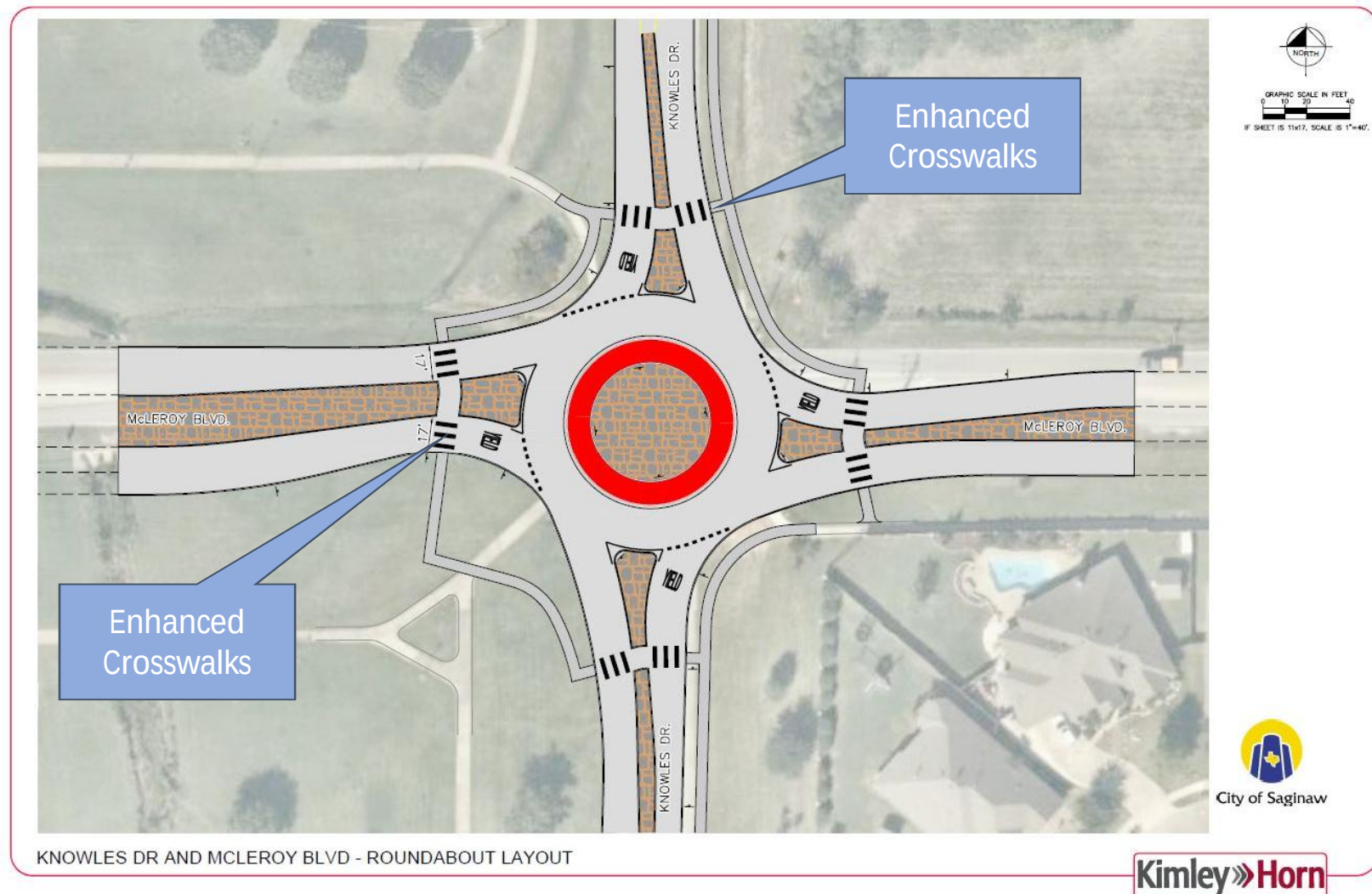


Traffic Analysis - McLeroy Intersection

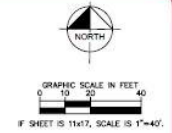
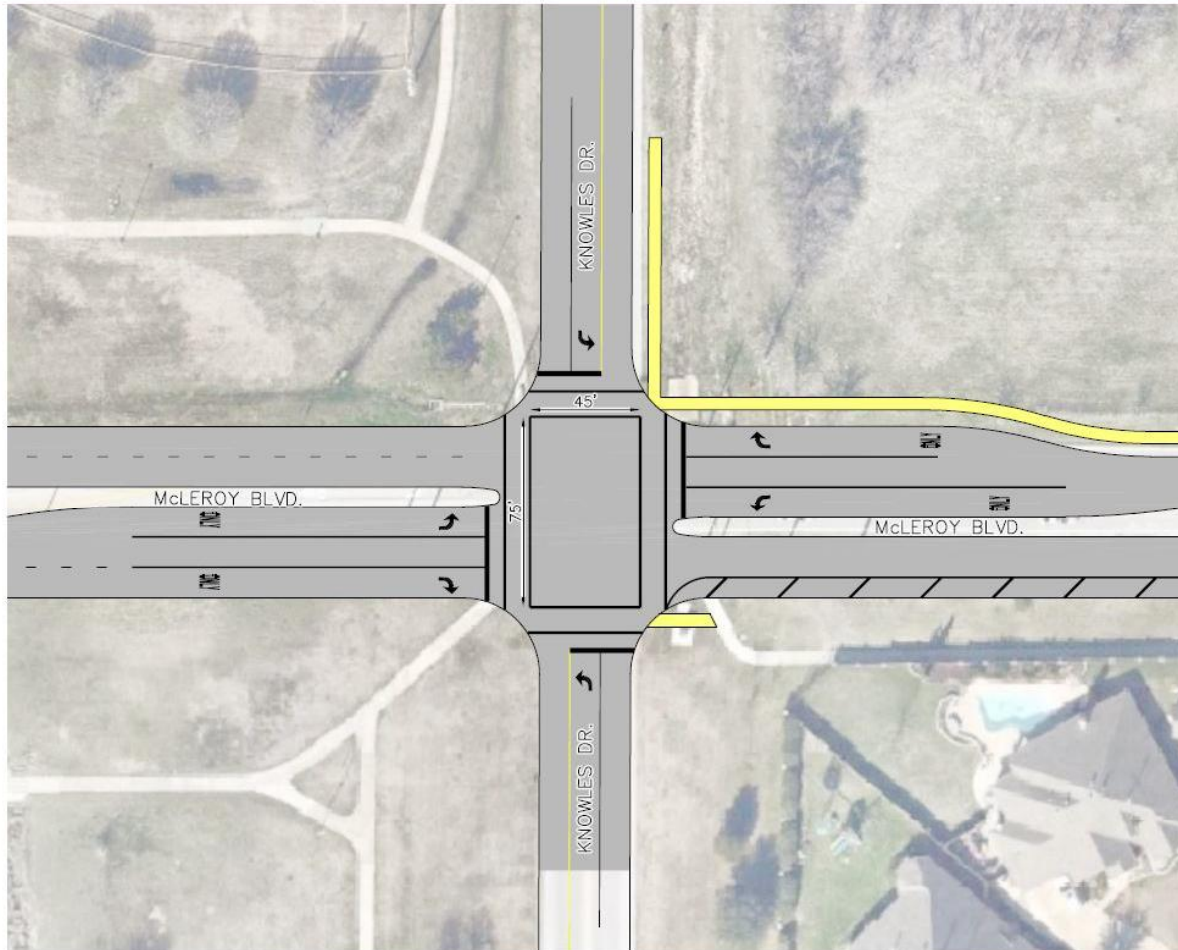
- Average Delay Comparison
- Based on Projected Traffic Counts



Intersection Recommendation – McLeroy



Intersection Alternative – McLeroy Signal



KNOWLES DR AND MCLEROY BLVD - SIGNAL LAYOUT

Let's Hear Your Voice!

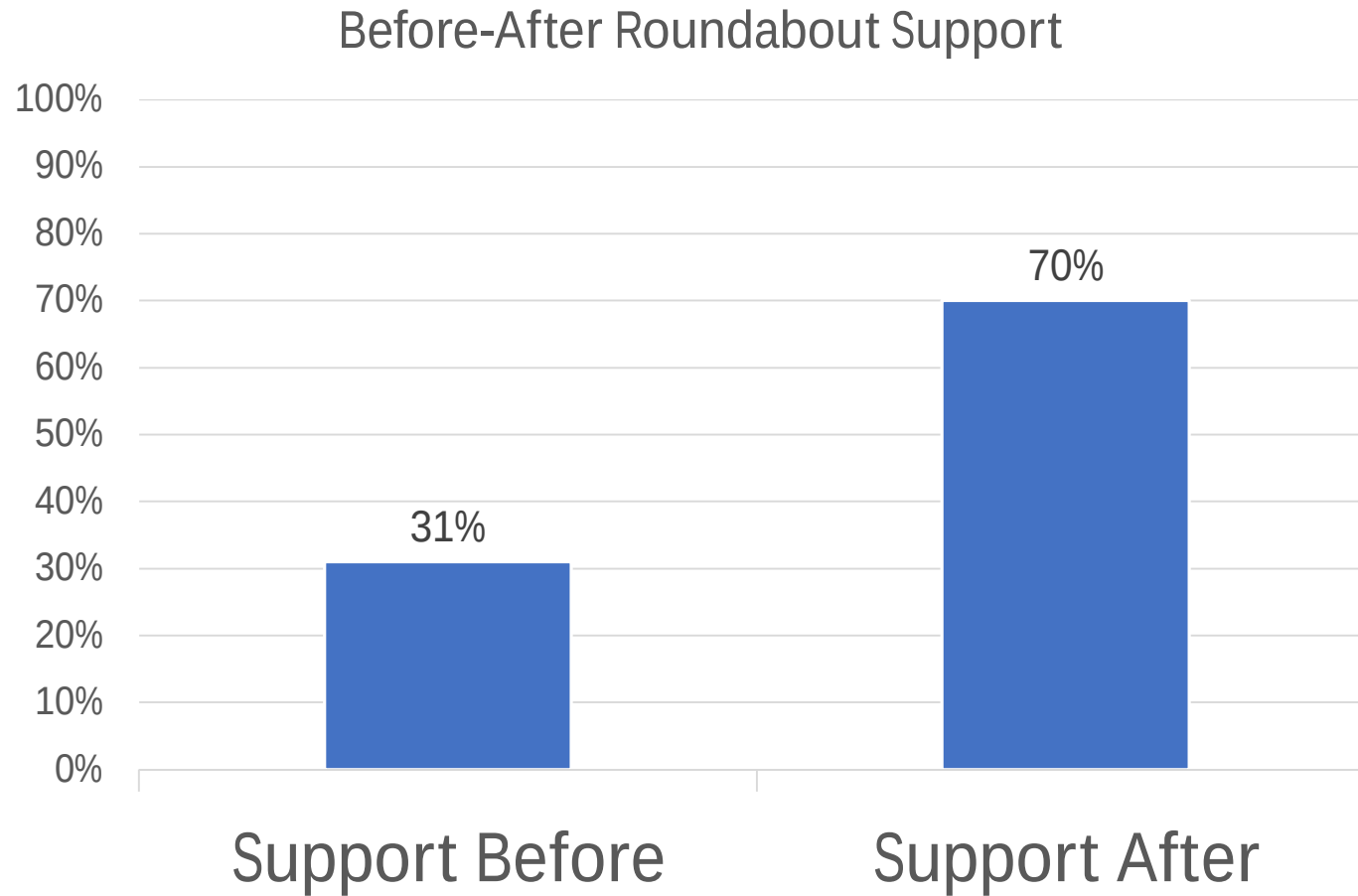
What are your experiences with roundabouts?

How comfortable are you with roundabouts?

What are you wanting to learn about roundabouts?

- City Facebook post from 09/11/20
- Not uncommon for communities new to roundabouts to have a majority of vocal commenters respond negatively
- Good news: Saginaw has citizens that are concerned about the safety of their motorists, bicyclists, and pedestrians
- Bad news: Misinformation and uninformed opinions lead to negative outcomes
- Goal: Unpack the comments, address them, and properly inform

Support for Roundabouts Before and After



Source: <https://www.iihs.org/topics/roundabouts>

What Constitutes “Research” and “Evidence”

- Research:

- Transportation Research Board (TRB)
 - USDOT and Federal Highway Administration (FHWA)
 - National Cooperative Highway Research Program (NCHRP)
 - Insurance Institute for Highway Safety (IIHS)
 - Research agencies (TTI)
-
- FACT: Something that can be proven to exist or to be true.
 - OPINION: A feeling, viewpoint or a person’s perception of a given item or event.

Addressing Citizen Concerns – Facebook Comments

Facebook Public Comments

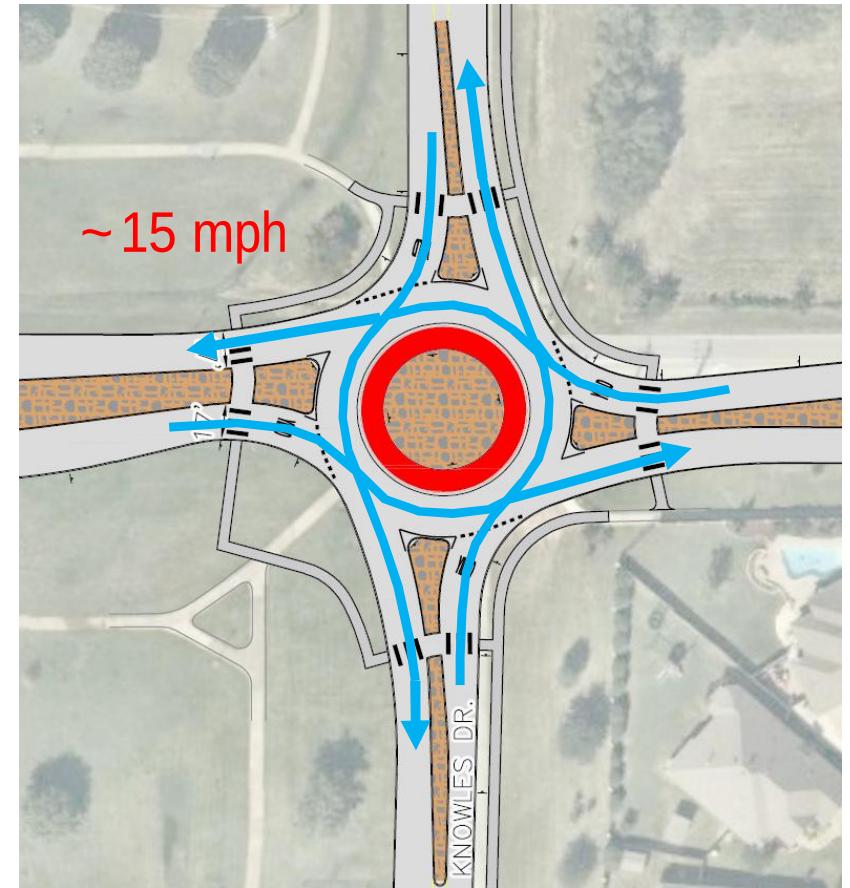
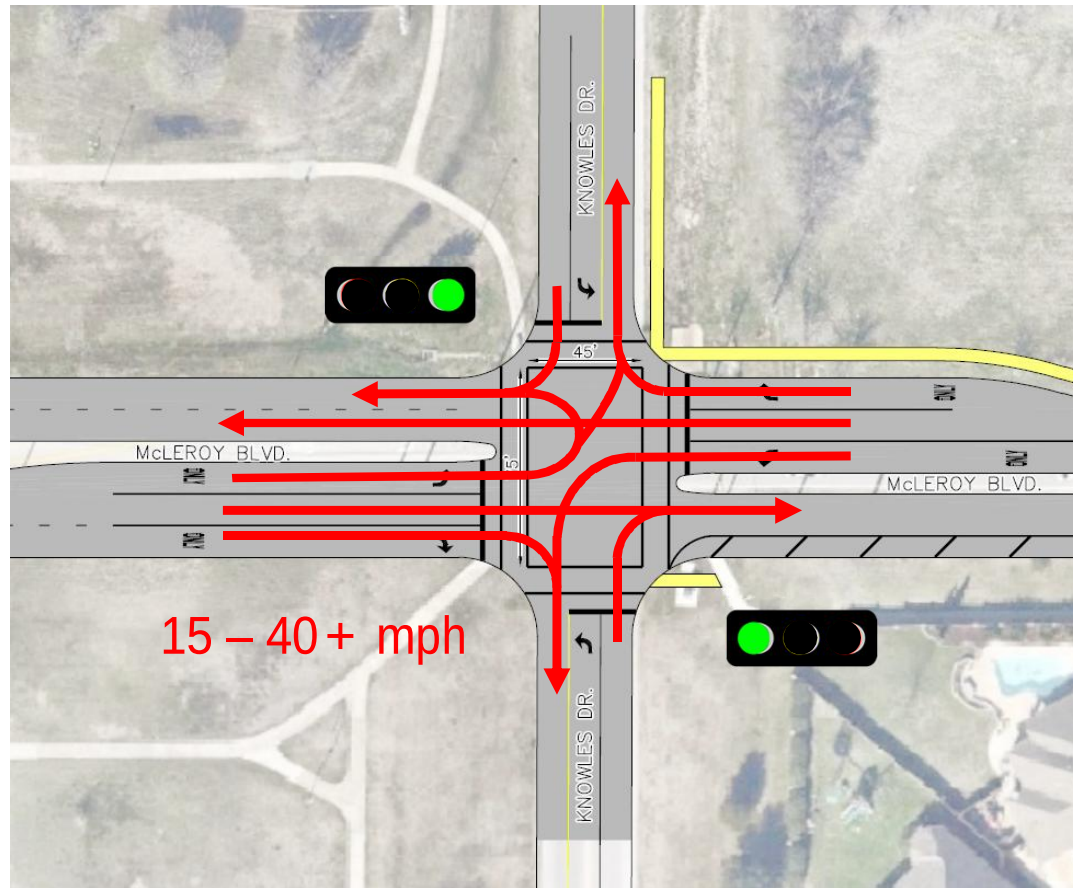
- Roundabouts are not safe for pedestrians, kids and seniors.
- Lee Rodergerdts Citations
 - KH discussed article being quoted with Lee Rodergerdts (author) on 09/14/2020
 - Agrees a single-lane roundabout is the safest solution for this context.
- Very dangerous/HIGHLY deadly to consider any roundabout for this intersection.
- How would kids cross the intersection without a signal? Already dangerous with a signal.
- It's dangerous now as a light, roundabout would be worse.
- With increased traffic, there would not be room for a car to yield to a pedestrian. As seen on the Marine Creek roundabouts.

Addressing Citizen Concerns – Facebook Comments

■ Facebook Public Comments

- Can we consider placing a sidewalk along Knowles?
- The city engineer admitted they had no safety data for that type of intersection with the facilities going in.
- In Texas there is NOTHING to prepare kids or teach them how to drive (roundabouts) properly
- A new firehouse will be built less than ½ mile from this intersection. Deflection of roundabout will slow down the firetrucks.
- No evidence showing roundabouts are safer than signals.

Proposed Alternatives Crossing Complexity



Vehicular movements during a typical “phase”

Why are Roundabouts the Safest Form of Intersection Control?

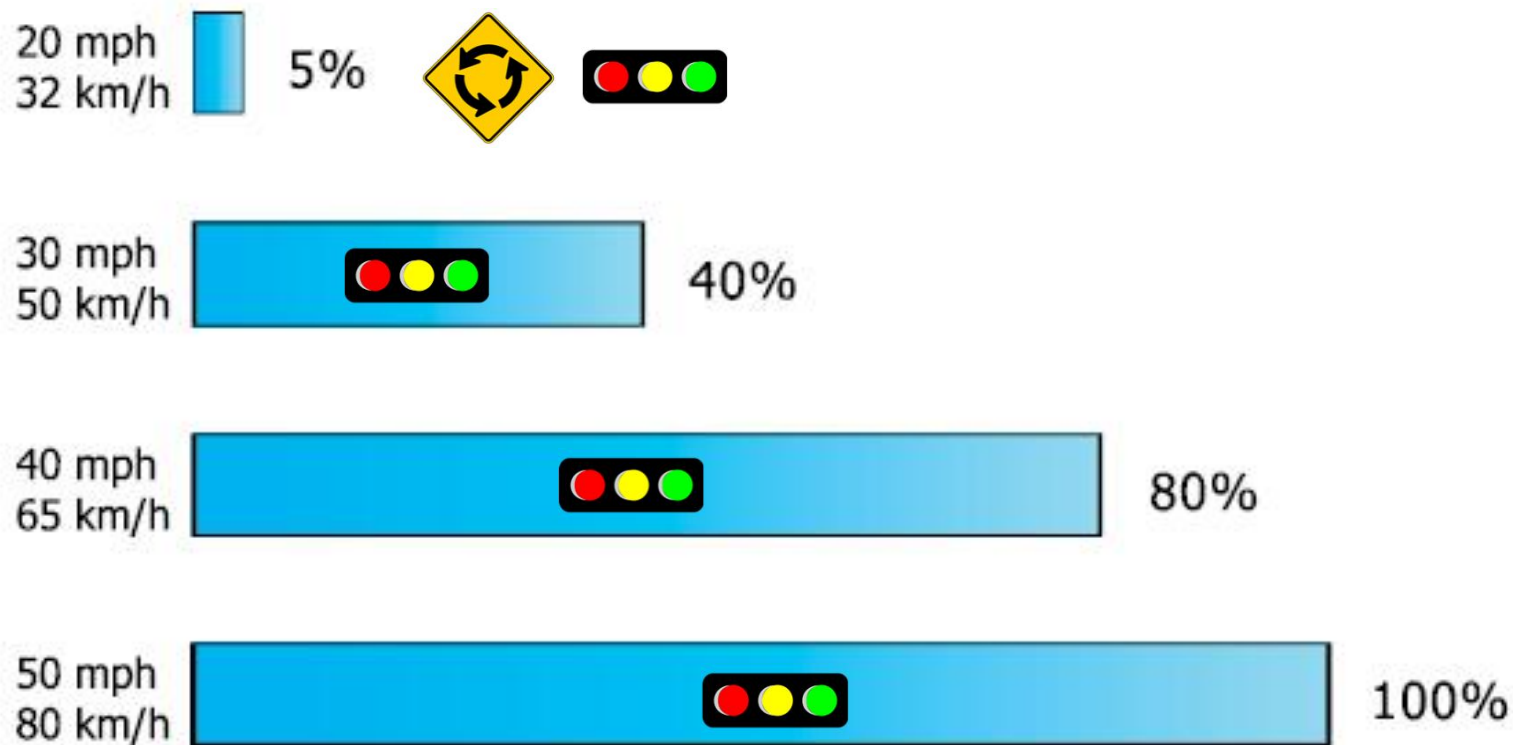
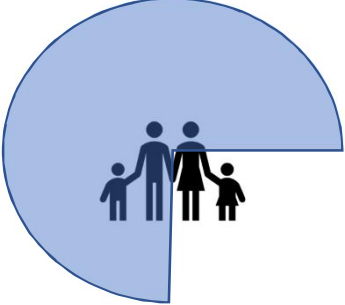
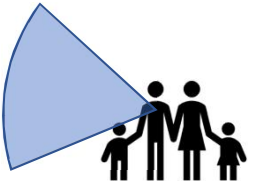


Exhibit 5-15
Chance of Pedestrian Death If
Hit by a Motor Vehicle

Leaf, W. A. and D. F. Preusser. *Literature Review on Vehicle Travel Speeds and Pedestrian Injuries*. Final Report DOT HS 809 021. National Highway Traffic Safety Administration, Department of Transportation, Washington, D.C., October 1999.



	<u>Traffic Signal</u>	<u>Roundabout</u>
Required Cone of Vision to Use the Crosswalk	 270 degrees	 30 degrees
Adjacent Vehicle Speed	10-45mph	10-25mph
Pedestrian Crossing Distance	112 ft	24 ft (two times)
Ped-Vehicle Conflict Points	9	4

Addressing Council Concerns

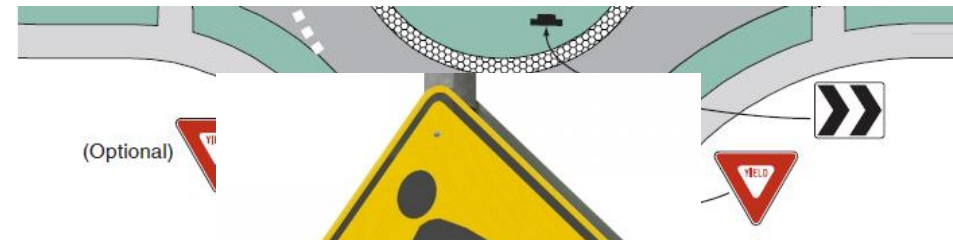
- Video of Pedestrian Crossing



Crosswalk Treatments

■ Pedestrian Crossing Enhancements

- Advance Signage
- RRFB
- Raised Crosswalks



- Source: Texas MUTCD

- Single-lane roundabout
- Circulating vehicle speeds approx. 15mph
- Enhanced pedestrian treatments
 - Raised crosswalk(s)
 - Rectangular rapid flashing beacons
 - Public education
 - NCHRP Report 834: Study in Michigan showed nearly 100% vehicle yielding rates at a multilane roundabout where raised crosswalks and RRFBs were installed.

Long-term/Short-term Care Facilities Next to Roundabouts

- Overland Park Senior Center, Overland, KS. SLR
- Elmcroft of Bedford, Bedford, TX. SLR
- Senior Center, Fire Station, Elem. School, Colleyville, Tx. SLR
- The Residence of Silver Square, Dover, NH. SLR
- The Summit of Bettendorf, Bettendorf, IA. SLR
- Freedom Point Place, The Villages, FL. MLR
- West Bloomfield Health & Rehabilitation Center, West Bloomfield Township, MI. MLR
- Notting Hill of West Bloomfield, West Bloomfield Township, MI. MLR
- And More....

SLR = Single-lane Roundabout

MLR = Multilane Roundabout

Long-term/Short-term Care Facilities Next to Roundabouts

- Overland Park Senior Center, Overland, KS. SLR
- Trail system across the street



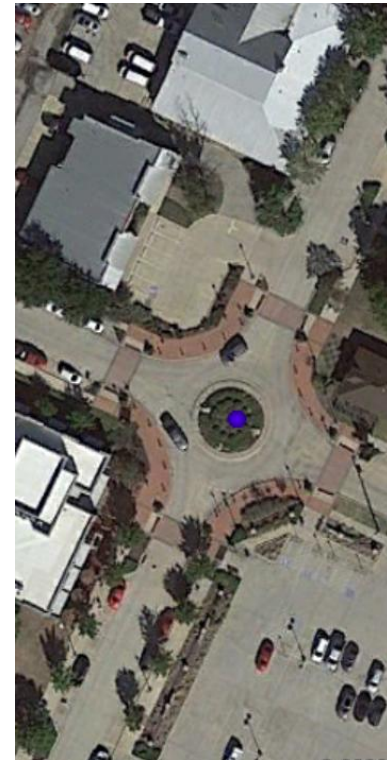
Long-term/Short-term Care Facilities Next to Roundabouts

- Elmcroft of Bedford, Bedford, TX. SLR
- Trail System



Addressing Council Concerns

- Examples of Single Lane Roundabouts with high pedestrian traffic
 - Downtown Roanoke



Single Lane Roundabout adjacent to School

Location: Colleyville



Addressing Council Concerns

- Examples of Single Lane Roundabouts with high pedestrian traffic
 - Glade at Pool, Colleyville, TX



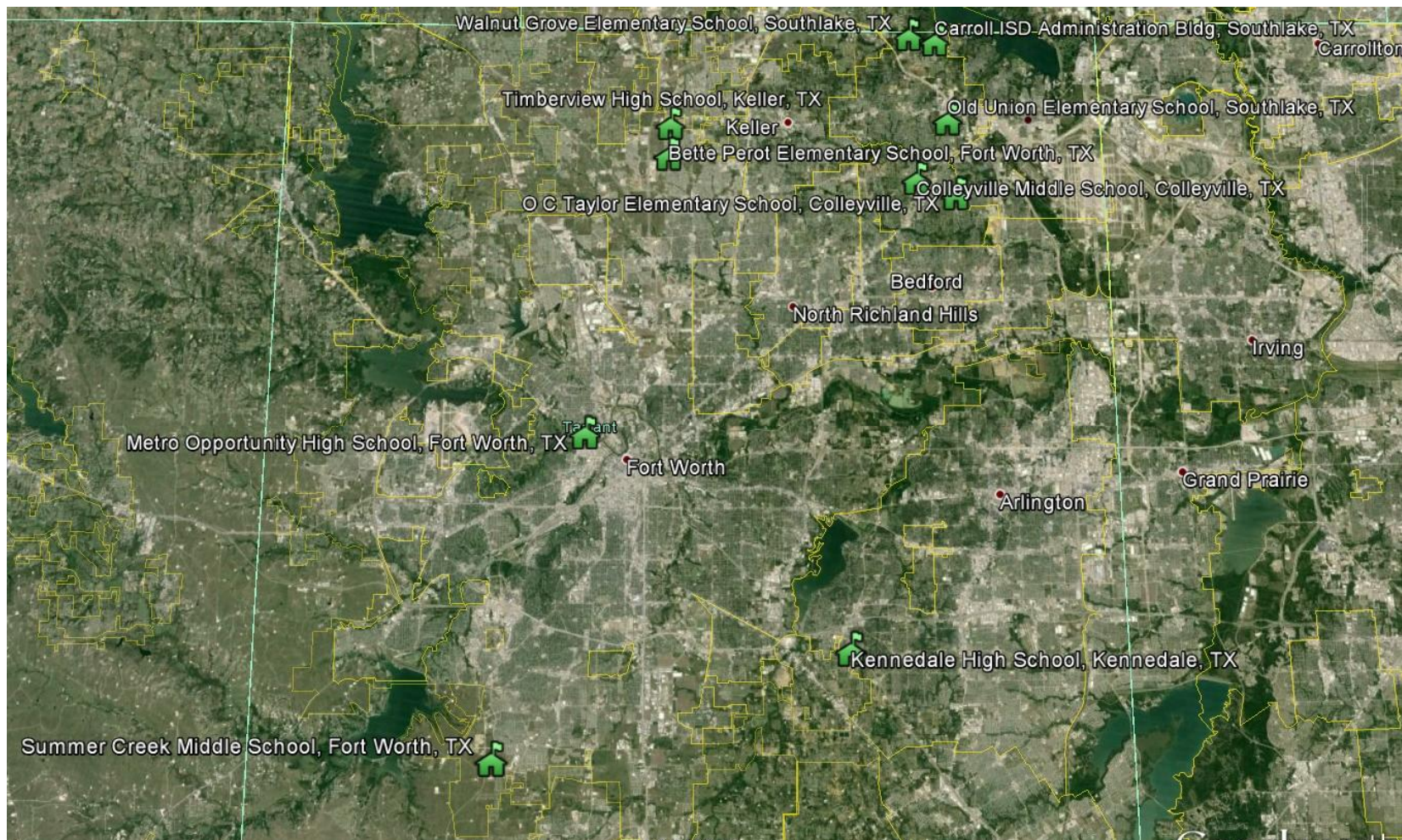
Single Lane Roundabout adjacent to School

Location: Colleyville



Single Lane Roundabout adjacent to School

DFW – 10 Locations

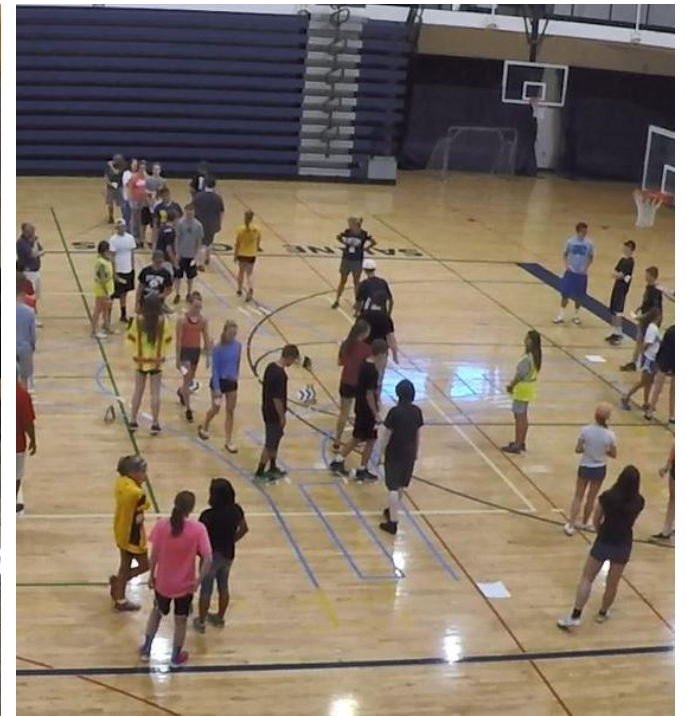


Public Outreach and Education



Public Outreach and Education

Public Outreach and Education



Public Outreach and Education

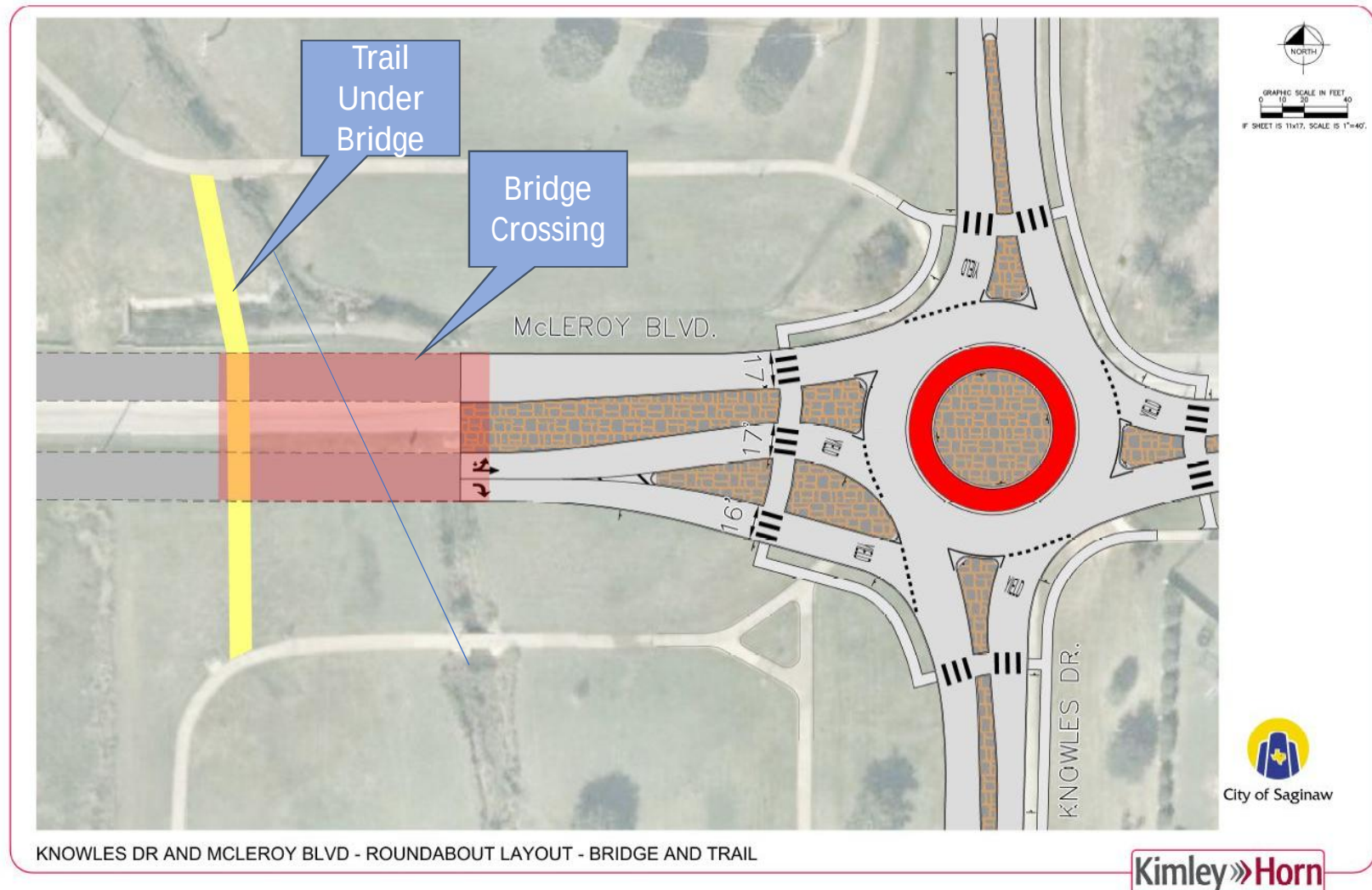
Questions & Discussion

The background image is a faded photograph of an industrial scene. On the left, a tall, tan-colored grain elevator stands with a sign that reads "ATTEBURY GRAIN". To its right, a freight train is visible, featuring a prominent orange and black locomotive with the number "5420" on its front. The train is positioned on tracks that run diagonally across the frame. The foreground consists of a gravelly area with some sparse grass. The overall image has a light, semi-transparent overlay, making the text stand out.

The background image is a faded photograph of an industrial rail yard. On the left, a tall, tan-colored grain elevator stands with a sign that reads "ATTEBURY GRAIN". To its right, a long freight train is visible, featuring several orange locomotives and dark-colored freight cars. The train is positioned on tracks that run diagonally across the frame. The foreground consists of a gravel bed and some sparse vegetation. The entire image is overlaid with a semi-transparent light blue filter, and the text "SLIDES FOR ADDITIONAL QUESTIONS" is centered in a dark, sans-serif font.

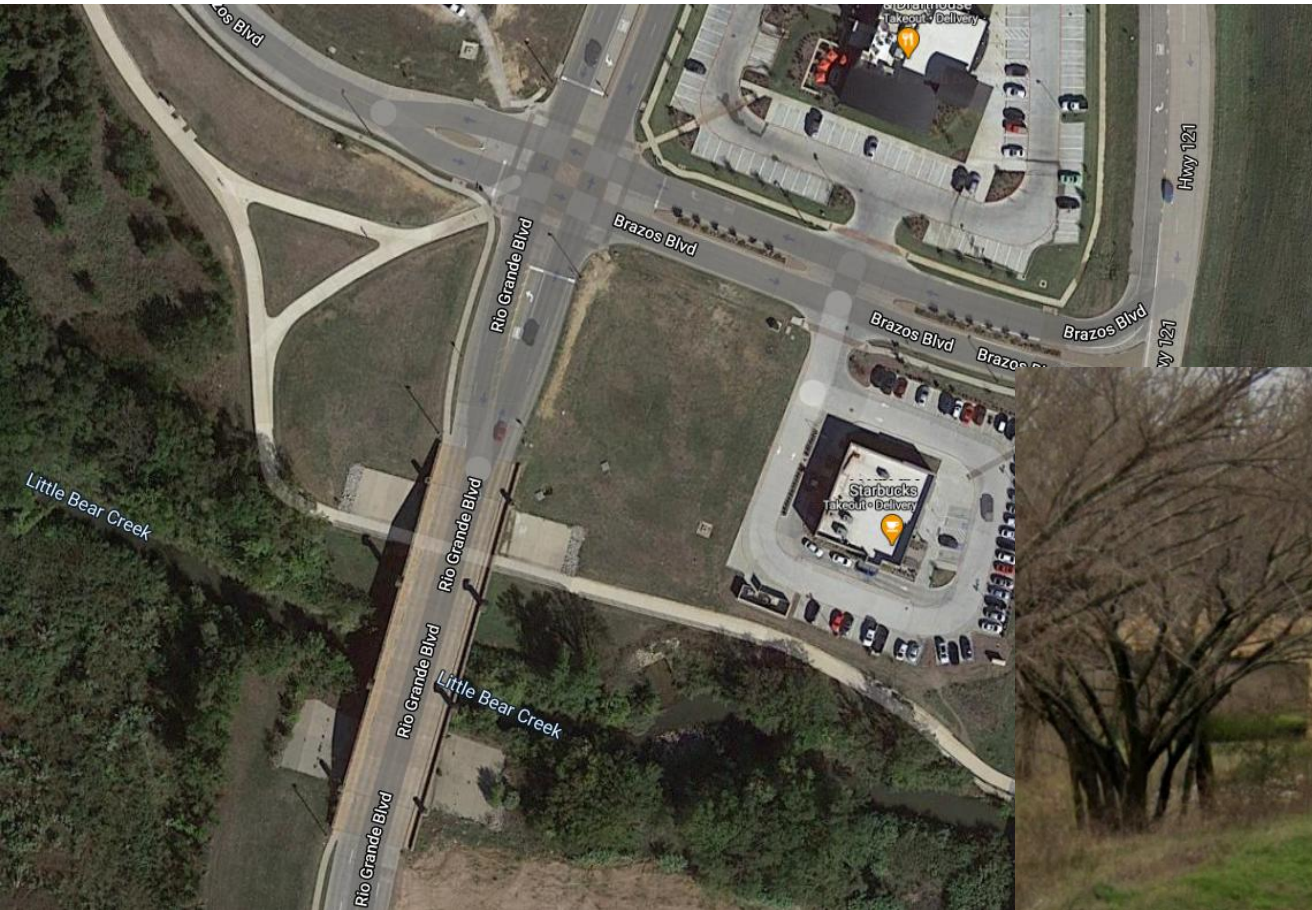
SLIDES FOR ADDITIONAL QUESTIONS

McLeroy – Future Pedestrian Crossing Consideration



Example Bridge with Trail

Location: Euless Glade Parks



McLeroy – Future Pedestrian Crossing Consideration





City of Saginaw

Meeting Date: 12/1/2020

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (13)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Discussion of Future Facility and Bond Project Planning.

BACKGROUND/DISCUSSION:

Based on feedback from the City Council, staff recommends the following bond propositions for discussion and consideration:

Street Improvement Projects-\$36.3M (Please note: these projects could be 50% match eligible through Tarrant County)

- **New Library and Existing Library Renovation-\$23.46M**

Parks Improvements-\$4M

- ****New Senior Center-\$4M**

The March 2019 facility needs assessment recommended dedicated senior center space of 15,000 square feet based on an ultimate population of approximately 35,000 residents.

Bond Package Grand Total-\$67.76M

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommendation included in the background information above.

ATTACHMENTS:

Description

Bond Election Estimates

BOND ELECTION
ESTIMATED TAX RATE IMPACT

ISSUES STILL TO BE DETERMINED:

- Cash flow needs of the projects (timing)
- Inflation/Contingency amounts included in estimates

Tax rate impact of \$68 Million in debt issued over 5 years

12.28 cents if defer some principal to 2034

13.4 cents level debt

Project	Cost Estimate	% OF TOTAL	ESTIMATED TAX RATE IMPACT
Knowles Drive	18,400,000	27%	3.33
McLeroy Phase 3	10,900,000	16%	1.98
McLeroy Phase 4	7,000,000	10%	1.27
Library	17,660,000	26%	3.20
Renovate current Library	5,800,000	9%	1.05
Parks improvements	4,000,000	6%	0.72
Senior Center	4,000,000	6%	0.72
TOTAL ESTIMATE	67,760,000	100%	12.28

Home Owner Impact \$68M			
Home Value		Monthly	Annually
\$ 100,000	\$	10.23	\$ 122.76
\$ 188,000	\$	19.23	\$ 230.79
\$ 200,000	\$	20.46	\$ 245.52
\$ 300,000	\$	30.69	\$ 368.28