

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, February 2, 2021

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--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.

(4) Consent Agenda

- (a)** Action regarding Minutes, January 19, 2021--Janice England, City Secretary
- (b)** Action regarding Resolution No. 2021-05, Calling for a General Election to elect the Offices of Mayor and City Council Place 2 to be held on May 1, 2021--Janice England, City Secretary

- (c) Action regarding Resolution No. 2021-06 Adopting Information Technology and Social Media Policies and Procedures--Dolph Johnson, Asst. City Manager
 - (d) Action regarding Resolution No. 2021-07 Amending the City Personnel Policy Manual to Include Personal Use of Social Media--Dolph Johnson, Asst. City Manager
 - (e) Action Regarding Building Improvement Grant Agreement with Saginaw Laundry (416 Belmont St.)--Keith Rinehart, Director of Community & Economic Development
 - (f) Action Regarding Building Improvement Grant Agreement with Hofer Builders (325 & 329 N. Saginaw Blvd)--Keith Rinehart, Director of Community & Economic Development
 - (g) Action regarding Recommendation for Award of Bid for Highway Right-of-Way Mowing--Keith Rinehart, Director of Community & Economic Development
 - (h) Action regarding Approval of an Escrow Agreement for Median Opening and Turn Lanes to Serve UCD Saginaw Addition, Lots 1-2, Block A--Rick Trice, P.E., Director of Public Works
 - (i) Action regarding Chapter 380 Incentive Agreement with CTI Beanmaker (500 Sansom Blvd.)---Gabe Reaume, City Manager
- (5) Consideration and Action regarding Ordinance No. 2021-05, Calling a Bond Election to be held on May 1, 2021--Gabe Reaume, City Manager
 - (6) Consideration and Action regarding Council Retreat Proposal from Strategic Government Resources--Todd Flippo, Mayor
 - (7) Discussion related to Beltmill Development--Gabe Reaume, City Manager
 - (8) Discussion regarding 2021 Work Plan--Gabe Reaume, City Manager
 - (9) **Executive Session--The City Council may take action on any Executive Session item posted.**

551.071. Texas Government Code.

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

(a) Any Posted Item

551.072 Texas Government Code.

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

(a) Discussion regarding Property located at South End of Willow Creek Park

(10) Adjournment--Todd Flippo, Mayor



City of Saginaw

Meeting Date: 2/2/2021

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, January 19, 2021

BACKGROUND/DISCUSSION:

The minutes of the January 19, 2021 City Council Meeting are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, January 19, 2021

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
JANUARY 19, 2021**

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	Brad Rusk, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Lee Howell
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Dir. of Comm. & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Animal Svcs. Supervisor	Jose Wheeland
Animal Control Officer	Christina Pratt
Animal Control Officer	Breanna Farley
Lead Shelter Tech	Kristina Jenshak
Police Officer	Alfred Bernal

Absent from the meeting:

Library Director	Ellen Ritchie
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Visitors at the meeting:

Brack St. Clair	Leah Reeves
Jennifer Ripka	Dennis Hudson
Kelly Stewart	Kathryn Johnson
Lexie Truang	Elsa Spencer
Nathanial Spencer	Shaun Spencer
Don Allen	Crystal Mays

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Pastor Dennis Hudson of the 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, January 5, 2021

b. Action regarding Recommendation from Library Board for Appointment of Jean King to Library Board

Summary: On October 26, 2020, Ms. Rachel Reeves resigned from her position on the Library Board due to moving outside of the city limits. On November 11, 2020 Ms. Jean King submitted an application to serve on the Library Board. The Library Board reviewed Ms. King's application at their meeting on January 12, 2021 and voted unanimously to recommend to the City Council that Ms. King be appointed to the position vacated by Ms. Reeves.

c. Action regarding Resolution No. 2021-03, Approving the Sale of Property described as Lot 25, Block 19, Ranch North Addition, also known as 232 Hialeah Park

Summary: The City Council previously approved the sale of the property at 232 Hialeah Park by Resolution No. 2020-18. That buyer backed out of the sale. However, a new buyer is interested which requires a new resolution. The facts of the property remain the same. The property at 232 Hialeah Park was the subject of a judgment in favor of all the taxing entities and the federal government on September 27, 2007. A tax sale was requested and the property was "struck off" to the City of Saginaw. Since that time the City has demolished the structure on the property and maintained it by mowing while trying to find a buyer for the property. There have been a few inquiries on the property. The new buyer has offered \$15,500, the amount previously agreed on, to purchase the property and build a house on it. The City's tax attorney has worked with the other taxing entities to prepare a tax resale deed which does not provide any warranty of title and offers no warrants, express, or implied regarding the property. All liens from the judgment for the taxing entities would be waived by virtue of conveyance. Proceeds from the sale would be divided between the taxing entities on a pro-rata basis of the amounts owed. The City's share would be approximately \$3,300. Tarrant County and EMS-ISD have agreed to this process and are awaiting a resolution from the City. This will allow us to get the property back on the tax rolls, provide a new residence in the neighborhood, and stop the maintenance and administrative costs associated with this property that the City currently bears. Staff recommends approval of Resolution No. 2021-03 as presented.

d. Action regarding Approval for Weaver and Tidwell, LLP to perform the Fiscal Year 2020-2021 Audit

Summary: After a request for proposals for professional auditing services, on June 18, 2019 the City Council awarded a two year contract with the option of three one year extensions to Weaver and Tidwell to perform audit services for the fiscal years 2018-2019 and 2019-2020. The audit recently completed was the second year of the current contract. Weaver and Tidwell's 2019 proposal included annual increases after the initial two year contract not to exceed 2% per year. The estimated cost of the FY2020-2021 audit is \$46,818. Staff recommends approval.

e. Action regarding Disposal of City Surplus Items and Agreement with Tommy Lutes Auctioneers for Auction of City Surplus Items

Summary: Periodically, the City disposes of surplus items that are either no longer used, broken, or have been deemed past their useful life. The last auction of surplus items was held in 2020. The surplus items being proposed for the auction are four (4) vehicles. For many years, the City has used the services of Tommy Lutes Auctioneers to dispose of surplus items. They provide auction services for many local municipalities. There is no financial impact involved. The costs of the auction will be covered by the proceeds of the items sold. Staff recommends approval of the list of surplus items as presented and approval of the agreement with Tommy Lutes Auctioneers.

f. Action regarding Acceptance of a Water-Sewer Facility Easement from Ardent Mills, LLC

Summary: The Saginaw Boulevard 16" Waterline Phase 2 Project includes a new water pipeline from the intersection of Palomino Drive and Saginaw Boulevard eastward across the boulevard and the Union Pacific Railroad and Burlington Northern Santa Fe Railroad. The City Council accepted an easement through the property on August 4, 2020. The project was subsequently awarded and during construction it was determined that in order to make the connection to the existing waterline at the south end of the project, additional easement would be required. Staff recommends approval.

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

(5) Recognition of Volunteer of the Year and Volunteer Family of the Year for Saginaw Animal Services

Director of Community and Economic Development Rinehart explained the purpose of this item was to recognize outstanding volunteers. He called on Animal Services Supervisor Wheeland to announce the volunteers. Animal Services Supervisor Wheeland gave a brief overview of the volunteer program for animal services. He announced the recipient of the 2020 Volunteer of the Year is Brendan McCann. He also announced the 2020 Volunteer Family of the Year is the Spencer Family. He presented the award to the Spencer Family. He explained that Brendan was unable to be present so the award will be delivered to him. He expressed his appreciation for all the volunteers and the many hours they donate each year.

(6) Presentation of Comprehensive Annual Financial Report for the Year Ended September 30, 2020

Ms. Jennifer Ripka of Weaver and Tidwell, L.L.P. presented the Comprehensive Annual Financial Report for the year ended September 30, 2020. She briefly explained the contents of the report. She expressed her appreciation to Finance Director Quin for her efforts and assistance during the audit process.

(7) Consideration and Action regarding Approval of a Final Plat for UCD Saginaw Addition, Lots 1-2, Block A Being 21.292 Acres of Land situated in the Henry Robertson Survey, Abstract No. 1798, City of Saginaw, Tarrant County, Texas

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Junkersfeld to approve the final plat for UCD Saginaw Addition, Lots 1-2, Block A as presented conditional upon execution of an escrow agreement. 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

- (8) PUBLIC HEARING – Consideration and Action regarding a Request for a Specific Use Permit to allow the operation of a Massage Therapy and Semi-Permanent Makeup/Tattoo Use on property located at 900 N. Blue Mound Road and Adoption of Ordinance No. 2021-03

Mayor Flippo declared the public hearing for this item opened at 6:32 p.m. Director of Public Works Trice read a comment opposing the specific use permit from W. Bailey Brewer. Mayor Flippo called for any public input. There was none. Mayor Flippo declared the public hearing closed at 6:44 p.m.

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve Ordinance No. 2021-03, approving the Specific Use Permit to allow the operation of a massage therapy and semi-permanent makeup/tattoo use, 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 considered Items 9, 10, and 11 together.

- (9) Consideration and Action regarding a Resolution of the City Council of the City of Saginaw, Texas, accepting a petition to create the Beltmill Public Improvement District on property consisting of approximately 115.432 acres and described as a tract of land in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas; calling for a public hearing to consider the feasibility and advisability of establishing the District; authorizing and directing the publication and mailing of notices of the public hearing (Resolution No. 2021-04)
- (10) Consideration and Action regarding a Deposit and Reimbursement Agreement by and between the City of Saginaw and Saginaw Beltmill, LLC, providing for the funding of certain City anticipated and Incurred professional services associated with all matters related to the contemplated Beltmill Public Improvement District on property consisting of approximately 115.432 acres and described as a tract Of land in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas; and authorizing Mayor to execute the same

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

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Junkersfeld to approve Resolution No. 2021-04 accepting a petition to create the Beltnell Public Improvement District and calling for a public hearing to consider establishing the district; approve the Deposit and Reimbursement Agreement between the City of Saginaw and Saginaw Beltnell, LLC as presented; and approve an Agreement for Public Improvement District Administration Services between the City of Saginaw and P3 Works, LLC 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) Consideration and Action regarding Ordinance No. 2021-04, Creation of Diversity and Inclusion Committee, And Appointment of Members

Motion was made by Councilmember Beasley with a second by Councilmember Farr to approve Ordinance No. 2021-04 creating the Diversity and Inclusion Committee, and appoint the following to the committee: Kristen Nelson, India Bastien, Ally Surface, Kelly Stewart, Sal Adamski, Larry Scheid, Ron Brooks, Kelly Glover, J. Darren Crumpton, Stephen Drake, Ronnie Mills, Phillip Allen, Jamie Wyche, LaTonya Franklin, Carmen Drake, Crystal Amador, and Clarence Jacobs. 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) Update on Bailey Boswell Bridge Project

Mr. Brad Rusk, P.E. of Kimley-Horn and Associates, Inc. gave an update on the Bailey Boswell Bridge Project.

- (14) Discussion of Potential Bond Election Propositions

The Council discussed potential bond propositions for a May 1, 2021 Bond Election. The consensus of the Council was the following: Street Improvement Projects \$37,550,000; Parks and Senior Center \$11,200,000; and Library \$18,700,000.

(15) Discussion regarding 2021 Work Plan

City Manager Reaume briefly discussed proposed projects for the 2021 Work Plan. He stated that a resolution adopting the 2021 Work Plan will be presented for Council action in February.

(16) Executive Session

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

- a. Any Posted Item

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

- a. Building Improvement Grant Application—416 Belmont St.
- b. Building Improvement Grant Application—329 N. Saginaw Blvd.
- c. Discussion of Possible Incentive to CTI Beanmaker

Mayor Flippo declared the meeting recessed into Executive Session at 8:10 p.m.

(Councilmember Beasley left the meeting at 8:12 p.m.)

Mayor Flippo declared the meeting back in Regular Session at 8:42 p.m.

(17) Adjournment

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to adjourn the meeting. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Beasley

Mayor Flippo declared the City Council Meeting of January 19, 2021 adjourned at 8:42 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 2/2/2021

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(b)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Resolution No. 2021-05, Calling for a General Election to elect the Offices of Mayor and City Council Place 2 to be held on May 1, 2021

BACKGROUND/DISCUSSION:

Resolution No. 2021-05 calls the General Election to elect the offices of Mayor and City Council Place 2 to be held on Saturday, May 1, 2021. Those places are currently held by Todd Flippo (Mayor) and Patrick Farr (Place 2). Both positions have three terms. The deadline for candidate applications is Friday, February 12, 2021 at 11:30 a.m.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 2021-05.

ATTACHMENTS:

Description

Resolution No., 2021-05

RESOLUTION NO. 2021-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, CALLING FOR A GENERAL ELECTION TO ELECT THE OFFICES OF MAYOR AND CITY COUNCIL PLACE 2 TO BE HELD ON SATURDAY, MAY 1, 2021; APPROVING A JOINT ELECTION WITH TARRANT COUNTY; AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TARRANT COUNTY FOR ELECTION SERVICES; AND ESTABLISHING PROCEDURES FOR THAT ELECTION; AUTHORIZING THE NOTICE OF ELECTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the regular election for City Council members of the City of Saginaw is required to be held on May 1, 2021, at which time the voters will elect persons to fill the offices of Mayor and City Council Place 2; and

WHEREAS, the election will be held as a joint election, conducted under the authority of Chapter 271 of the Texas Election Code (“Code”); and

WHEREAS, by this Resolution it is the intention of the City Council to designate a polling place for the election, to appoint the necessary election officers, to establish and set forth procedures for conducting the election, and authorize the Mayor to execute a contract with Tarrant County for conducting the election.

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

Section 1. General Election Called. The City Council hereby calls and orders a general municipal election for the purpose of electing the offices of Mayor and City Council Place 2 to serve from May of 2021 until May of 2024 or until their successors are duly elected and qualified.

The election shall be held on Saturday, May 1, 2021, between the hours of 7:00 a.m. and 7:00 p.m. at the Saginaw Senior Citizens Log Cabin, 405 S. Belmont St., Saginaw, Texas 76179.

Section 2. Joint Election Agreement Approved. The Mayor is authorized to execute the Joint Election Agreement for Tarrant County and the City of Saginaw (the “Agreement”). In the event of conflict between this Resolution and the Agreement, the Agreement shall control.

Section 3. Application for Place on Ballot. Eligible and qualified persons may file as candidates by filing applications in the office of the City Secretary from 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 7:30 a.m. to 11:30 a.m., Friday, from January 13, 2021 through February 12, 2021. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary. Notice of the time and place for such drawing shall be given in accordance with the Code.

Section 4. Early Voting.

a. Early voting by personal appearance. Early voting by personal appearance shall commence April 19, 2021 and shall continue daily, until April 27, 2021 at the locations designated in the Agreement for joint election. Hours for early voting by personal appearance shall be from 8:00 a.m. to 5:00 p.m., from April 19, 2021 through April 23, 2021; from 7:00 a.m. to 7:00 p.m. on each of April 24, 2021, April 26, 2021, and April 27, 2021; and from 11:00 a.m. to 4:00 p.m. on April 25, 2021.

April 26, 2021 and April 27, 2021 are hereby designated as the two weekdays during the early voting period during which the location for early voting shall be open for at least twelve (12) hours.

b. Early voting by mail. Heider Garcia, the Tarrant County Chief Deputy Elections Administrator (“Elections Administrator”) or his successor is hereby designated as Early Voting

Clerk for the general election. Applications for early voting by mail may be delivered to the Elections Administrator or his successor at the following address: Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas 76111; FAX: 817-831-6118; Email: votebymail@tarrantcounty.com, not later than close of business on April 20, 2021. Early voting by mail ballots shall be mailed to the Elections Administrator or his successor at P.O. Box 961011, Fort Worth, Texas 76161-0011.

c. Early voting by Ballot Board. Early voting, both by personal appearance and by mail, shall be canvassed by the Early Voting Ballot Board established by Tarrant County under the terms of the Agreement.

d. Recommended Branch Early Voting Polling Places. The City Council finds that the following locations can most adequately and conveniently serve the voters in this election, and that these early voting locations will facilitate the orderly conduct of the election:

- i. Eagle Mountain-Saginaw ISD
Administration Building 6-Training Room
1200 N. Old Decatur Road, Saginaw, Texas 76179; and
- ii. Tarrant County Elections Center
2700 Premier Street
Fort Worth, Texas, 76111.

Section 5. Appointment of Election Judge and Alternate Election Judge. The Presiding Election Judge and Alternate Presiding Judge shall be appointed by Tarrant County as authorized by Chapter 271 of the Code.

Section 6. Method of Voting. Tarrant County's HART InterCivic Verity, version 2.3.1 shall be used for absentee voting by mail; early voting by personal appearance; regular voting on election day; and provisional voting. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby

authorized, and shall be conducted in accordance with the Code.

Section 7. Governing Law and Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section 8. Publication and Posting of Notice of Election. Notice of the election shall be given as required by Chapter 4 of the Code.

Section 9. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 10. Effective Date. This Resolution shall be effective upon its adoption.

ADOPTED AND APPROVED this 2nd day of February, 2021.

APPROVED:

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney



City of Saginaw

Meeting Date: 2/2/2021

Staff Contact: Dolph Johnson
Assistant City Manager

Agenda Items: (4)(c)

E-mail: djohnson@saginawtx.org

Phone: 817-230-0325

SUBJECT:

Action regarding Resolution No. 2021-06 Adopting Information Technology and Social Media Policies and Procedures

BACKGROUND/DISCUSSION:

The City had a third party assessment of our Information Technology systems, services and needs across the City. One of the recommendations from that assessment was to adopt written IT policies and procedures. During the review of the proposed document the City Attorney's office recommended an additional policy to address the use the City's social media platforms. Both of the proposed policies are attached to the resolution.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Staff recommends approval of Resolution 2021-06

ATTACHMENTS:

Description

Resolution 2021-06

CITY OF SAGINAW RESOLUTION NO. 2021-06

**A RESOLUTION OF THE CITY OF SAGINAW, TEXAS, ADOPTING
INFORMATION TECHNOLOGY POLICIES AND PROCEDURES
SOCIAL MEDIA POLICIES AND PROCEDURES; 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 Council understands the importance of the correct usage of Information Technology; and

WHEREAS, the City Council believes that Social Media is a tool that can be utilized to provide better communication and services to the community; and

WHEREAS, the City Council desires to provide guidance to City staff using Information Technology and Social Media on the City's behalf.

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

1. The recitals set forth above are true and correct and are hereby incorporated into this Resolution as if set forth verbatim herein.
2. The City Council hereby approves and adopts the attached Information Technology Policies and Procedures (Attachment A) and the Social Media Policies and Procedures (Attachment B) for the City of Saginaw.

PASSED, APPROVED AND EFFECTIVE THIS ____ DAY OF _____, 2021.

APPROVED: _____
Todd Flippo, Mayor

ATTEST: _____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney

ATTACHMENT A

Information Technology Policies and Procedures for City of Saginaw

Objective: To establish guidelines for acceptable use of the following City Information Technology (IT) resources:

Computers, computer workstations, laptops, tablets, other end-user devices and network resources; E-mail; Internet; and Telephone and voice-mail system.

Policy

Statement: Information Technology (IT) resources owned, leased, or maintained by the City of Saginaw and data contained therein are the property of the City of Saginaw and shall be used to support legitimate City business purposes. The use of these resources imposes certain responsibilities and obligations on city officers, employees, and other authorized users and is subject to the City of Saginaw policies and applicable local, state, and federal laws.

General

Information: This policy applies to all city officers and employees and other authorized users including elected officials, board and commission members, contractors, interns, and visitors having access to the City network and other IT resources owned, leased, or managed by the City. City officers or employees and other authorized users are responsible for using these resources in a professional, lawful, and ethical manner. Although city officers or employees and other authorized users are expected to maintain the privacy and confidentiality of information to which they have access, users are not guaranteed personal privacy of any data and information, or for any activity in which they use City IT resources. All data and account audit details managed on IT resources owned, leased, or maintained by City of Saginaw may be disclosed pursuant to public information laws, and rules of discovery in the event of lawsuits or other legal actions.

Departments have the ability to define additional or enhanced Information Technology Acceptable Use policies and procedures beyond the scope of those defined in this policy. These enhancements must be documented by the Department Head and reviewed and approved by the Director of Information Technology Services (ITS) and the HR Director. The Use of City IT resources is actively monitored, and, therefore, users should have no expectation of privacy in their use of City IT resources. Identified IT resources may result in disciplinary or other appropriate action.

Policy: This policy provides a common standard for the appropriate use of City of Saginaw information technology (IT) resources to support productivity and to facilitate efficiencies in meeting daily operations and City business needs. The policy also guides prudent and responsible use in response to regulatory compliance and data security requirements.

The IT resources covered by this policy include:

All computers, computer workstations, laptops, tablets, other end-user devices, and network resources owned, leased and/or managed by City of Saginaw ITS, or connected to the city data network.

All Internet access, services and data owned, leased, managed and/or provided by City of Saginaw, and all systems and associated data supported by the City related to the management and utilization of internet access.

All **e-mail systems and services** owned, leased, managed and/or provided by City of Saginaw, including city e-mail account users, and all records and information stored at any point in time within the City's e-mail system.

All **telephone and voice-mail systems and services** owned, leased, managed or provided by City of Saginaw, and all records and information stored at any point in time within the City's telephone and voice-mail systems.

The Director of ITS, in consultation with the City Management, has the authority to revoke an individual's account access based on a determination of inappropriate use or a need to respond to known IT security issues related to any IT resources covered under this policy. Upon determination by the Director of ITS and City Management, that the identified IT issue has been mitigated, access may be subsequently restored.

Computers, Computer Workstations, Laptops, Tablets, Other End-user Devices, and Network Resources

1. Computer equipment will not be removed from premises without either prior written authorization from the Department Head or alternative established department procedures. All computer equipment when removed from City premises must be used for the purpose of conducting City business.
2. All computer equipment and peripheral storage devices that contain confidential information must be configured with encryption provided by ITS prior to removal from City premises.
3. Users shall not install or store software without prior written authorization from ITS.
4. Data not related to City business should not be stored on any City equipment or other network resource. ITS will not be responsible for personal data or other data not related to City business.
5. A user ID and password shall be required for all computers, computer workstations, laptops, tablets, and other end-user devices owned, leased or managed by City of Saginaw.
6. All computers, computer workstations, laptops, tablets, and other end-user devices, when not in use during non-working hours, must be completely shutdown. Network logoff, hibernate, and standby do not qualify as a complete shutdown.

Internet Access

1. All City officers or employees are eligible to receive internet access unless otherwise stated in writing.
2. User-level access to internet services and web sites is granted based on individual and City business requirements. ITS, in consultation with the respective Department Head, has the authority to determine and implement the appropriate level of internet access for users.
3. Temporary internet access for users who are not City officers or employees must be coordinated through ITS.

4. To ensure security standards, ITS is authorized to access, monitor, block, and capture any internet traffic or data passing through or maintained within the City IT system(s).

5. Limited personal use of the internet is permitted so long as it does not interfere with productivity, is compliant with City policy, does not interfere with any city business activity, does not compromise IT security requirements, does not consume more than an acceptable amount of IT resources (such as bandwidth), or is not listed as a prohibited.

E-mail

1. All officers and employees at City of Saginaw are eligible to receive an e-mail account, unless otherwise stated in writing.

2. When conducting City-related business via e-mail, officers or employees must use e-mail system(s) provided by the City and require a commitment by the user to transfer to the City e-mail system all e-mails that deal with City business.

3. E-mail access at City of Saginaw is controlled through individual accounts and passwords. It is the responsibility of the individual to protect the confidentiality of his or her account and password information. Each user is responsible for the content of all e-mail, including attachments sent from an individual user's account or an account for which he/she may have additional responsibility.

4. All data or information residing or originating on City e-mail systems are the sole property of the City of Saginaw and are not considered personal or private.

5. All e-mail sent or received via the city e-mail system is archived and may be subject to public access via e-discovery or public information requests. Therefore, the city e-mail system shall be used to support legitimate City business purposes only. If a user receives e-mail messages that are personal in nature, it is the responsibility of the user to communicate to the sender an alternate personal e-mail address.

6. Archival and backup copies of e-mail messages and content exist in compliance with City's records retention practices despite deletion by an individual e-mail user. Backup and archiving procedures are to ensure system and data reliability, provide for retrieval of historical e-mail account content and information, to meet regulatory requirements, and respond to potential e-discovery and other document requests.

7. E-mail that contains confidential information, protected by state or federal law shall not be transmitted without proper encryption.

8. E-mail distribution lists maintained by the ITS Department may be used only to support City business.

9. E-mail access will be removed when the individual's association with the City of Saginaw is terminated, unless other arrangements are authorized by the Director of ITS. The city is under no obligation to provide copies of, or forward any content associated with an individual's e-mail account after the user is no longer associated with the City.

10. The Director of ITS has the authority to establish best practices for e-mail account management, which may result in limitation of e-mail attachment and mailbox size.

Telephone and Voice-mail

1. Limited personal use of City telephones is allowed provided that use does not interfere with staff productivity, is compliant with City policy, does not interfere with City business activity, or consume more than an acceptable amount of resources as defined by the Department Head.

2. Personal long distance, toll-based telephone calls originating from any City telecommunication equipment is prohibited unless prior approval is obtained from the Department Head.

3. To ensure security requirements and best practice, ITS has the authority to monitor, filter, capture, and access any call data detail passing through or maintained within the City's telephone and voice-mail system(s).

Prohibited Use and Failure to Comply

Authorized users shall at all times refrain from using City IT resources for prohibited use. Prohibited use is subject to disciplinary action up to and including termination of employment or other appropriate action. Prohibited uses include but are not limited to the following illustrative list:

Conducting private or personal for-profit or unauthorized not-for-profit activities;

Conducting any solicitation for any purpose except those officially sanctioned;

Conducting any unlawful activities as defined by federal, state, or local law, regulation, or policy;

Producing, accessing, displaying, or transmitting sexually explicit, indecent, offensive, harassing or intimidating material, such as pornography or racial epithets, that could reasonably be considered threatening, offensive, intimidating, or discriminatory;

Producing, accessing, or participating in online gambling;

Attempting to modify or remove computer equipment, components, software, or peripherals without written authorization from the Department Head and Director of ITS;

Attempting to subvert the security of the City network or network resources;

Downloading, installing, or running software that reveal or create weaknesses in the security of the City network or network resources;

Accessing, copying, modifying, or deleting files, data, accounts, and access rights for applications or system functions without written authorization from the Department Head and Director of ITS;

Disclosing confidential or otherwise non-public data and information without following appropriate regulatory and/or department-specific disclosure processes;

Breaking into systems and databases or acting to disrupt the functioning of systems or causing unnecessary computing disruption.

Using City IT resources to engage in acts that unfairly monopolize IT resources for personal use to the exclusion of others. This includes streaming media (such as use of Hulu, Pandora, or Netflix) for personal use

Special Requests for Access to or Monitoring of Another User's ITS Accounts

Requests for access to or monitoring of another employee's or authorized user's ITS resources that are covered by this policy and that are owned, maintained, or leased by the City of Saginaw, such as e-mail account, voice-mail account, internet use activities, or city software systems must be submitted in writing to the Director of ITS. There are no time-based restrictions on such requests. The employee or authorized user assigned to the accounts may or may not be notified of such requests for access or monitoring or of the outcome of such requests.

Lost or Stolen Computing Equipment

Any computing equipment that is lost or stolen must be immediately reported to ITS.

E-mail

Any allegations of e-mail system(s) misuse should be promptly reported to the appropriate Supervisor, Department Head, or Director of ITS. Any user who receives an offensive e-mail, must not forward, delete, or reply to the message, but instead, report it directly to one of the individuals named above

Password Requirements - Microsoft Active Directory (network access, email, Office 365)

Passwords are an important component of information and network security. The use of a Network- ID and password combination serves to identify and authenticate a user to system resources and information assets. It is only through authenticated access that the enterprise can be assured that systems and data are being used appropriately. As such, passwords must be constructed, used and protected appropriately to ensure that the level of security they imply is met. The minimal requirements for Microsoft Active Directory passwords are as follows:

At least eight characters in length, and a maximum of 16 characters in length.

At least one upper case letter, one lower case letter, one number, and one non-alphanumeric character (!, \$, #, %).

The same password, or a like password (Example: Da!sy1234 change to Da!sy12345), cannot be reused within the previous 12 password resets.

The forced change of Active Directory passwords will occur every 90 days.

A password can only be reset once within a 24-hour period without assistance from ITS.

Passwords cannot contain a users' name (Suzy Smith) and users' account name (ssmith).

ATTACHMENT B

City of Saginaw Social Media Policies and Procedures

A. Purpose

1. The City Manager's Office has approved social networking site access in the belief that these communication tools can be utilized to provide better services to the community. The City of Saginaw encourages the use of social media to further enhance communications with various stakeholder organizations in support of The City of Saginaw goals and objectives. The City encourages the use of social media to further the goals of the City and the missions of its departments, where appropriate. This policy establishes guidelines for the use of City Social Media Sites.
2. This policy sets guidelines for use of social media to ensure timely, accurate and appropriate use of those outlets to deliver clear, concise and consistent messages on behalf of the City and to establish standards and expectations of social media use among employees and others covered by this policy.
3. This policy applies to any pre-existing or proposed social media web sites and online accounts created by City employees during the course and scope of their employment and the terms in which the public is encouraged to interact with the City in social media.
4. The following guidelines are hereby established in order to ensure professional, accurate, and timely communication with the public.

B. Scope

This policy applies to all full-time, part-time, temporary and seasonal employees as defined in City of Saginaw Employee Handbook.

C. Definitions

1. SOCIAL MEDIA SITES – Third party websites which allow for the creation of content and dialogue around a specific issue or area of interest (Facebook, Google+, LinkedIn, etc.).
2. CITY SOCIAL MEDIA SITES – Those pages, sections, or posting locations in Social Media that are established or maintained by an employee(s) of the City who is authorized to do so as part of the employee's job and that are used to conduct City business, communicate with stakeholders, or city staff, and/or communicate with or gather feedback from residents and other interested persons.
3. CITY SOCIAL MEDIA CONTENT – Information, images, or links posted or provided to a City Social Media Site by a City employee or authorized representative when such activity is a part of the employee's job duties.

4. SOCIAL MEDIA CONTENT -- Information, images, or links posted or provided to a Social Media Site.

5. LIMITED FORUM SITES – Clearly define a specific topic for discussion.

6. OPEN FORUM SITES – Do not limit the topic of discussion.

7. PUSH SITES – Do not allow public comments.

8. MICRO-BLOGGING SITES - Broadcast medium that exists in the form of blogging. A microblog differs from a traditional blog in that its content is typically smaller in both actual and aggregated file size. Microblogs allow users to exchange small elements of content such as short sentences, individual images, or video links. (Twitter, Tumblr, Fliptr, etc.)

9. VIDEO AND PHOTO SHARING SITES – Pages that allow users to upload their pictures to the site, which are stored on the server and made available to friends and family via personal Web pages. (Instagram, Youtube, Vimeo, etc.)

D. Policy

1. CREATION AND MAINTENANCE OF CITY SOCIAL MEDIA SITE

City Social Media Sites may contain information that represents, or may create the appearance of representing, the City's position on policy issues and/or the positions of its leadership. No employee may create or maintain a Social Media Site that purports or appears to be a City Social Media Site, except as provided herein. Before any employee or department representative may create a City Social Media Site, approval must be granted by the employee's department director, Communications Manager and City Manager. The request must state the business necessity for the City Social Media Site. For any City Social Media Sites currently in existence, the department must submit a request to continue utilizing the sites within 30 days of the effective date of this policy.

All social media accounts will be set up by the Communications Manager to ensure consistency of City brand and messaging. City social media postings by departments will be subject to approval and editing by the Communications Manager. Content may only be posted on City accounts by authorized and trained employees, in accordance with the Employee Handbook and this policy. Employees are responsible for any content they publish in any social media outlet. It is the responsibility of department directors to ensure that employees are aware of these guidelines for creating and maintaining social media resources.

Any group, department or individual representing or claiming to represent the City of Saginaw in any context of what is commonly referred to as social media or social networking on City of Saginaw-related or individual internet sites is responsible for adhering to current and future City of Saginaw policies and procedures.

Employees representing or claiming to represent the City shall not use any form of social media or social networking in any way that may blemish the City of Saginaw's integrity. Any online activity by any employee representing or claiming to represent the City that has the effect of diminishing the public's trust and/or confidence in the City of Saginaw's employees will be subject to disciplinary review. City of Saginaw employees are held to a higher standard than general members of the public and employees online activities shall reflect such professional expectations and standards.

Once a City Social Media Site is approved by the Communications Manager, the following information must be shared with the Communications Manager:

- a. All City Social Media Site login and password information (in the case of Facebook, the Communications Manager may be added as an administrator of the site instead of providing the password);
- b. Any changes to the login and password; and
- c. The names of any employees who are authorized to maintain the City Social Media Site or to post City Social Media Content ("Administrators").

The Communications Manager may disable a City Social Media Site and prohibit posting of any City Social Media Content to a site any time and for any reason, including any violation of this policy, unprofessional use of this resource, lack of use or disinterest by the public, or a department's failure to adequately maintain the site.

2. PUBLIC RECORDS

City Social Media Sites create City records that are subject to the Texas Public Information Act and document retention rules of the state of Texas. Each departmental records administrator shall ensure that such records are retained and archived in conformance with Texas law.

3. POSTING ON CITY SOCIAL MEDIA SITES

Employees creating, maintaining, or posting Social Media Content on the City Social Media Site:

- a. Must at all times conduct themselves as representatives of the City of Saginaw in accordance with all the City of Saginaw Employee Policies and Procedures and other departmental or management rules or directives;
- b. Will follow these guiding principles:
 - i. Unless the employee is posting or responding as the City Social Media Site Administrator, the employee should maintain transparency by using his/her given name and job title and clearly stating the employee's role regarding the subject;
 - ii. Use correct grammar and spelling;
 - iii. Avoid jargon;
 - iv. Write and post only about the employee's area of expertise;
 - v. Keep postings factual and accurate, do not include opinion statements;

- vi. Reply to comments in a timely manner, when a response is appropriate. When disagreeing with others' opinions or providing comments, do so in a meaningful, respectful, and relevant manner;
- vii. Understand that postings are widely accessible, not retractable, and retained or referenced for a long period of time; all content should be carefully considered;
- viii. Ensure that Social Media Content does not violate another person's privacy interests;
- ix. Refrain from posting Social Media Content that is proprietary, copyrighted (unless granted consent), attorney-client privileged, subject to state or federal privacy laws, or information not subject to disclosure under the Texas Public Information Act;
- x. Never comment on anything related to legal matters, litigation or any parties with whom the City may be in litigation without the approval of the City Attorney or the City Manager;
- xi. Never comment on anything related to HIPAA (Health Insurance Portability and Accountability Act) matters without the approval of the City Attorney or the City Manager;
- xii. Refrain from the expression of personal opinions or positions regarding:
 - (a) Programs or practices of other public agencies, political organizations, private companies, or non-profit groups;
 - (b) Political campaigns; or
 - (c) Race and religion.

Wherever possible, content posted to social media accounts will also be available on the City's website.

Wherever appropriate, content posted to social media accounts will contain links directing users to the City's website for more information.

4. DESIGN AND CONTENT OF CITY SOCIAL MEDIA SITES

Membership by the public in a City Social Media Site should not be required in order for the public to post on the site. If this is not possible on a particular City Social Media Site, then a City e-mail contact must be posted as an alternative for posting comments.

- a. The following should be clearly posted on any City Social Media Site:
 - i. A clear statement of the intent, purpose, and subject matter of the site;
 - ii. City contact information; and
 - iii. The link to the City of Saginaw website.
- b. In addition, City Social Media Sites that permit interactivity with the public, comments, or postings should post clear statements of the following in the About/BIO section:
 - i. All content and postings are subject to public disclosure;
 - ii. Users must comply with the Terms of Use of the social media site;
 - iii. Users who post or comment are legally responsible for their comments and/or posts. Comments and/or posts must not breach any law, confidentiality or copyright.
 - iv. Disclaimer that postings do not necessarily reflect the views or position of the City;
 - v. The site is not monitored 24 hours a day and that in case of an emergency the public should call 911;

- vi. All pages must contain a City of Saginaw logo and contact for the City offices including address, phone and email contacts.
 - vii. Departmental pages must clearly identify the department as a unit of the City of Saginaw.
 - viii. A link to the City's website must be present on each page.
 - ix. All pages must contain the contact information for the department office including address, phone and email contact.
- c. Each individual authorized to coordinate and post the division or department's information shall adhere to the following guidelines:
- i. Information posted should be current, accurate, complete and relevant. If mistakes are made, the site administrator must be upfront and quick with a correction.
 - ii. City pages may show links to favorite sites which are specifically related to other City departments and functions. Outside entities will not be included unless appropriate to the theme of the page. Any posted outside hyperlinks shall be accompanied by a disclaimer stating that the City of Saginaw guarantees neither the authenticity, accuracy, appropriateness nor security of the link or web site nor content linked thereto.
 - iii. Applications should not be used unless they add value to the page and support the purpose for the page. Applications that can cause security risks may be removed if it's determined that a breach may occur.
 - iv. Timeliness of postings – ensure information is posted in a timely manner. When relevant the information should be contemporaneously made available for posting to social media sites, City website, and other approved media outlets.
 - v. Be accurate – ensure facts are correct before posting to the site. Review content for grammatical and spelling errors. Employees should not post information which is inaccurate or deceptive.
 - vi. Identification – employees posting to social media sites on behalf of the City of Saginaw must identify themselves and position and take responsibility for the content they publish.
 - vii. Respect copyrights and fair use – when posting attribute information to its source
 - viii. All sites and postings shall adhere to applicable state, federal and local laws, regulations, and policies including all Information Technology and Personnel Policies.
 - ix. Professionalism – posts on social media sites should remain professional in tone and be in good taste.
 - x. If photographs are being posted, ensure the appropriate releases have been signed when needed. All pictures of individual(s) taken in non-public locations, or locations in which there may be an expectation of privacy, must have a photograph release signed or if under eighteen (18) years old signed by a parent or legal guardian before posting to any site. Written consent must be obtained to post photos taken by individuals not employed by the City.
 - xi. Sites should be restricted to informational postings only.
 - xii. The City of Saginaw reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.

5. EMPLOYEE TIME SPENT MAINTAINING OR CREATING CITY SOCIAL MEDIA SITES

Non-exempt employees who serve as City Social Media Site Administrators shall work on the City Social Media Site (monitoring, creating, maintaining, or posting) only during normal office hours unless specifically pre-approved in writing by the employee's supervisor. Any authorized time spent in excess of a 40-hour work week by a City Social Media Site Administrator monitoring, creating, maintaining or posting on a City Social Media Site will be paid in compliance with federal law and City policy. All time must be approved beforehand by supervisors.

E. Responsibilities

1. Department Heads are responsible for:
 - a. Ensuring that employees are aware of this policy for creating and maintaining City Social Media Sites;
 - b. Deciding who is authorized to serve as a City Social Media Site Administrator and designating appropriate access levels;
 - c. Ensuring that content that is inappropriate or violates this Policy is not posted on the City Social Media Site established and maintained by the Department; and
 - d. Ensuring that approval is sought from the Communications Manager prior to the creation of a City Social Media Site.
2. Employees are responsible for:
 - a. Ensuring that all contributions to City Social Media Sites adhere to this policy.

F. Procedures

Procedures located in the policy section above.

G. Violations of this Policy

Employees representing the City of Saginaw via social media outlets must conduct themselves at all times in accordance with all Human Resource policies. Employees will not be discourteous or disrespectful to a customer or any member of the public while in the course and scope of city business.

Employees found to be in violation of this policy will be subject to corrective action up to and including termination.



City of Saginaw

Meeting Date: 2/2/2021

Staff Contact: Dolph Johnson
Assistant City Manager

Agenda Items: (4)(d)

E-mail: djohnson@saginawtx.org

Phone: 817-230-0325

SUBJECT:

Action regarding Resolution No. 2021-07 Amending the City Personnel Policy Manual to Include Personal Use of Social Media

BACKGROUND/DISCUSSION:

This addition to the personnel policy manual addresses city employee's personal use of social media as recommended by the City Attorney's office.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Staff recommends approval of Resolution 2021-07

ATTACHMENTS:

Description

Resolution 2021-07

CITY OF SAGINAW RESOLUTION NO. 2021-07

**A RESOLUTION OF THE CITY OF SAGINAW, TEXAS, ADOPTING
AMENDMENTS TO THE PERSONNEL POLICIES MANUAL; 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 Council previously adopted a Personnel Policies Manual establishing sound personnel practices for the City; and

WHEREAS, the City Council desires to amend the Personnel Policies Manual;

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

1. The recitals set forth above are true and correct and are hereby incorporated into this Resolution as if set forth verbatim herein.
2. The City Council hereby approves and adopts the attached amendments to the Personnel Policies Manual for the City of Saginaw.

PASSED, APPROVED AND EFFECTIVE THIS ____ DAY OF _____, 2021.

APPROVED: _____
Todd Flippo, Mayor

ATTEST: _____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney

The following is added as section 6.22 of the Personnel Policies Manual

Personal Use of Social Media

- (a)** “Social Media” includes various forms of discussion and information sharing tools including social networking, blogs, video sharing, podcasts, wikis, message boards and online forums. Technologies include picture and video sharing, wall postings, e-mail, instant messaging, and music sharing, to name a few. Examples of Social Media applications include, but are not limited to, Google and Yahoo Groups, Wikipedia, Facebook, YouTube, Twitter, LinkedIn, and blogging.
- (b)** City time and equipment should not be used for updating social media sites, including updating personal pages or profiles. Time spent on social media sites should be limited in the same manner as time spent on the telephone or internet when conducting personal business.
- (c)** If the employee’s personal social media includes any information related to the City, the employee shall make clear to the readers that the views expressed are the employee’s alone and not reflective of the views of the City.
- (d)** Employees are expected to act responsibly on and off duty, and to exercise good judgment when using social media. Employees should be aware that postings on social media sites, even if done off premises and while off duty, could have an adverse effect on the City’s legitimate business interests.
- (e)** Employees may not use the City’s logo, letterhead or other identifying material including pictures of themselves or co-workers wearing or displaying the City’s logo.
- (f)** Employees are expected to refrain from posting on personal social media sites information that may constitute a violation of these policies, even if the posting is made off premises and while off duty. In addition, employees shall not post pornographic pictures of any type that could identify them as an employee of the City.
- (g)** Employees are expected to remove postings violating this policy, even when placed by others on a personal social media site.



City of Saginaw

Meeting Date: 2/2/2021

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

Agenda Items: (4)(e)

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:

Action Regarding Building Improvement Grant Agreement with Saginaw Laundry (416 Belmont St.)

BACKGROUND/DISCUSSION:

On Tuesday, January 19, 2021, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during December 2020 by Saginaw Laundry regarding to their property located at 416 Belmont St. The City Council determined in that session to award an amount not-to-exceed \$5,000.00 in reimbursable, and matching, dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

FINANCIAL IMPACT:

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

RECOMMENDATION:

NA

ATTACHMENTS:

Description

Council Communique 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 – February 2, 2021

ITEM:

Action Regarding Building Improvement Grant Agreement with Saginaw Laundry for the property on 416 Belmont St.

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

On Tuesday, January 19, 2021, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during December 2020 by Saginaw Laundry regarding to their property located at 416 Belmont St. The City Council determined in that session to award an amount not-to-exceed \$5,000.00 in reimbursable, and matching, dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

FINANCIAL IMPACT:

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

RECOMMENDATION

NA

ATTACHMENTS:

- Building Improvement Grant Application

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

Thank you,

A handwritten signature in black ink, appearing to read "Keith C. Rinehart". The signature is fluid and cursive, with the first name "Keith" being more prominent.

Keith C. Rinehart, Director of Community & Economic Development

Building Improvement Grant Program Agreement

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

WITNESSETH:

WHEREAS, the Property Owner is the owner of property located at 416 Belmont St., Saginaw, Texas; and

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

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

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

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

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

Section 1. Term

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

Section 2. Definitions

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

levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the City.

Section 3. Economic Development Incentive

(a) Payment. Subject to the Property Owner's continued satisfaction of the terms and conditions of this Agreement and of the Policy, and the obligation of the Property Owner to repay the Incentive pursuant to Section 5(b) hereof, the City agrees to provide the Building Improvement Grant to the Property Owner to be paid in a single lump-sum payment after Property Owner makes a written request for reimbursement, in accordance with the requirements of the Policy. The total Building Improvement Grant shall be an amount not to exceed \$5,000.00 and eligibility for any Enhancement category shall be limited as set forth in the Policy.

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

Section 4. Building Improvement Grant Conditions

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

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

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

Section 5. Termination

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

- (1) mutual agreement of the parties;
 - (2) the Expiration Date;
 - (3) at the City's option, if any Impositions owed to the City or the State of Texas by Property Owner shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);
 - (4) by the City in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
 - (5) by City, if the Property Owner suffers an event of bankruptcy or insolvency;
 - (6) by City, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (b) In the event of termination by the City pursuant to (a)(3), (4), (5), or (6) the Property Owner shall immediately repay to the City an amount equal to Building Improvement Grant paid to Property Owner, if any, prior to termination of this Agreement.

Section 6. Miscellaneous

- (a) Assignment. This Agreement may not be assigned without the prior written consent of the City.
- (b) Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.
- (c) Limitation on Liability. It is understood and agreed between the parties that the Property Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.
- (d) No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.
- (e) Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

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

If intended for Property Owner, to:

Saginaw Laundry
Attn: Scott Abraham
416 Belmont St.
Saginaw, TX 76179

If intended for City, to:

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

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

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

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

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

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

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

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

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

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

City of Saginaw, Texas

By:

Todd Flipppo, Mayor,

Attest:

By:

City Secretary

Executed on this _____ day of _____, 20 .

Property Owner

By: _____

Name:

EXHIBIT “A”

ENHANCEMENTS AND CONSTRUCTION COSTS

B.I.G. Application

1	PROJECT INFORMATION			
A	Property Address: 416 Belmont St.			
B	Estimated Begin Work Date: February 2021		Estimated Completion Date: March 2021	
C	Years in business at this location: 5 Years - Property is zoned Community Commercial			
D	Reason for requesting grant: Replace HVAC System			
2	ELIGIBILITY OF PROPERTY			
	Yes	No	Item	Notes
A	X		Within the City?	
B	X		Commercially zoned?	
C	X		Tax Paying entity?	
D	X		City taxes in good standing?	
E		X	No City liens existing?	
F	X		Proof of ownership provided?	
G		X	Outstanding code violations?	
H	X		Frequency of Grants OK?	• In accordance with Section 3.1.8
3	ELIGIBILITY OF BUSINESS			
	Yes	No	Item	Notes
A	X		Business taxes in good standing?	
B	X		If not owner, authorization provided?	

B.I.G. Application

4	Enhancements	Total Cost	Policy Max %	Policy Max \$	Amount Requested	Amount Approved
A	Façade: (Section 4.3)	-	-	-	-	-
B	Interior Renovation: (Section 4.4)	\$17,200	50%	\$5,000	\$5,000	-
C	Landscaping: (Section 4.5)	-	-	-	-	-
D	Lighting: (Section 4.6)	-	-	-	-	-
E	Parking / Driveways: (Section 4.7)	-	-	-	-	-
F	Pedestrian Amenities: (Section 4.8)	-	-	-	-	-
G	Signage: (Section 4.9)	-	-	-	-	-
H	Code Compliance: (Section 4.10)	-	-	-	-	-
I	Demolition: (Section 4.11)	-	-	-	-	-
J	Public Art: (Section 4.12)	-	-	-	-	-
TOTAL AMOUNT REQUESTED					\$5,000	
TOTAL BUILDING IMPROVEMENT GRANT APPROVED:						
L	Describe any planned Non-Grant Enhancements: N/A					

B.I.G. Application

6 GRANT PRIORITIES				
	Yes	No	Preferred Area / Business?	Notes
A	X		Transportation Corridors including: Saginaw Blvd.	• This is also located one block from N/S Saginaw Blvd.
B		X	Downtown	• Located One block from Saginaw Blvd and in Southern Saginaw
C	X		Retail	• Self-Serve Laundry
D		X	Restaurants	
E		X	Professional Office	
F		X	Industrial and manufacturing	
G	X		Any sales-tax generating business	• Saginaw Laundry Center
6 ATTACHMENTS / EXHIBITS				
	Yes	No	Item	Notes
A	X		Ownership documentation	
B		X	Photos of existing condition	
C			Drawings, renderings, plans of the proposed enhancements	
D	X		Written description of enhancements including building materials and color schemes	• Replace HVAC System
E	X		Construction cost estimate	• \$17,200 - HVAC
F		*X	Copy of the signed lease agreement	• Not required – Applicant is owner
G		*X	Written support of grant application from the owner	• Not required – Applicant is owner

TAX VERIFICATION

Property Location: 416 Belmont St.

TARRANT COUNTY, TEXAS

Property Tax Record

[NEW SEARCH](#)

Account: 0004077867	Account: 0-002	2020 Values:
Address: 2705 S 44	Val: Bldg: 0	Land: 6084
Location: 000404 S BELMONT ST	Previous Val: NONE	Improvement: 270556
Legal: 000404 S 44 LOT 46	Previous Asses: 41-00	2020 Exemptions:
Owner: 82077 ARSEY WAY LLC	Val: Fld: 0	Overlapping District Accounts:
1133 GREENDALE DR	Dist: Bldg: NONE	2705-44-46
BECKHAM TX 76212-7708	Dist: Bldg: NONE	TC
	Dist: Bldg: 1A	

*In keeping with Texas Tax Code Section 25.027, this website does not indicate that a property owner is 65 years of age or older

[VIEW TAD INFORMATION \(EXTERNAL LINK\)](#)

External links are being provided as a convenience and for informational purposes only. They do not constitute an endorsement or an approval by Tarrant County of any of the products, services or contents of the corporation or organization or individual. Tarrant County bears no responsibility for the accuracy, legality or content of the external site or for its use. If you have any questions, please contact the external site for answers to questions regarding its content.

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

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

[CURRENT STATUS](#) [TAX ESTIMATOR](#) [E-PAYMENT](#)

[PRIOR YEARS](#) [E-STATEMENT](#) [PAPERLESS](#)

Year	Unit	Levy Amount	Amount Paid	Levy Due	Penalty	Interest	Col Penalty	Total Due	Receipt Date
2020	021	3,078.81	3,078.81	0.00	0.00	0.00	0.00	0.00	12/17/2020
2020	220	1,556.86	1,556.86	0.00	0.00	0.00	0.00	0.00	12/17/2020
2020	224	1,482.99	1,482.99	0.00	0.00	0.00	0.00	0.00	12/17/2020
2020	225	865.94	865.94	0.00	0.00	0.00	0.00	0.00	12/17/2020
2020	1410	9,984.60	9,984.60	0.00	0.00	0.00	0.00	0.00	12/17/2020
2020 Totals		16,869.20	16,869.20	0.00	0.00	0.00	0.00	0.00	

TARRANT COUNTY, TEXAS

Property Tax Record

[NEW SEARCH](#)

Account: 0014271805	Account: 0-010	2020 Values:
Address: 42077867	Val: Bldg: 0	Land: 227615
Location: 000404 S BELMONT ST	Previous Val: NONE	Improvement: 227615
Legal: 000404 S 44 LOT 46	Previous Asses: 41-00	2020 Exemptions:
Owner: 82077 ARSEY WAY LLC	Val: Fld: 0	Overlapping District Accounts:
1133 GREENDALE DR	Dist: Bldg: NONE	2705-44-46
BECKHAM TX 76212-7708	Dist: Bldg: NONE	TC
	Dist: Bldg: 1A	

*In keeping with Texas Tax Code Section 25.027, this website does not indicate that a property owner is 65 years of age or older

[VIEW TAD INFORMATION \(EXTERNAL LINK\)](#)

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

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[CURRENT STATUS](#) [TAX ESTIMATOR](#) [E-PAYMENT](#)

[PRIOR YEARS](#) [E-STATEMENT](#) [PAPERLESS](#)

Year	Unit	Levy Amount	Amount Paid	Levy Due	Penalty	Interest	Col Penalty	Total Due	Receipt Date
2020	021	1,066.75	1,066.75	0.00	0.00	0.00	0.00	0.00	12/15/2020
2020	220	556.02	556.02	0.00	0.00	0.00	0.00	0.00	12/15/2020
2020	224	533.25	533.25	0.00	0.00	0.00	0.00	0.00	12/15/2020
2020	225	389.30	389.30	0.00	0.00	0.00	0.00	0.00	12/15/2020
2020	1410	3,055.67	3,055.67	0.00	0.00	0.00	0.00	0.00	12/15/2020
2020 Totals		5,590.99	5,590.99	0.00	0.00	0.00	0.00	0.00	

TAD – PROPERTY VALUATION

Property Location: 416 Belmont St.

Values				
This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. Tarrant County Tax Office Account Information				
Year	Improvement Market	Land Market	Total Market	Total Appraised †
2020	\$575,356	\$90,084	\$665,240	\$61
2019	\$575,356	\$90,084	\$665,240	\$61
2018	\$555,422	\$90,084	\$645,506	\$64
2017	\$520,656	\$90,084	\$610,740	\$6
2016	\$520,656	\$90,084	\$610,740	\$0

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

Values			
This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. Tarrant County Tax Office Account Information			
Year	Total Market		Total Appraised
2020	\$237,615		\$237,615
2019	\$266,756		\$266,756
2018	\$285,217		\$285,217
2017	\$328,341		\$328,341
2016	\$365,660		\$365,660

EXHIBIT “B”

BUILDING IMPROVEMENT GRANT POLICY

Saginaw, Texas

Building Improvement Grant Policy

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

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

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

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

Section 1.

Introduction & Goals

This program is a matching grant program that reimburses commercial property owners or business operators for Eligible Enhancements made to the Property. The goals of this Policy are to: 1.1. Enhance the commercial viability and sustainability of commercial properties in the City;

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

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

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

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

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

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

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

Section 2.

Definitions

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

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

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

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

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

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

City: The City of Saginaw, Texas.

City Council: The City Council of the City.

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

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

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

Enhancements: Shall be as defined in Section 4 herein.

Façade: Shall mean the exterior of a building.

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

Policy: Shall mean this Building Improvement Grant Policy.

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

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

Staff: The City Manager or their designee.

Section 3.

Eligibility

The following Properties and Businesses are eligible to receive Grants.

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

3.1.1. Within the City: Property must be located within the City's municipal boundaries.

3.1.2. Non-Residentially Zoned: Property must be zoned for uses other than residential uses and the current use of the Property may not be residential.

3.1.3. Tax-Paying Entity: The Property must be subject to the City's Ad Valorem property tax.

3.1.4. Financial Standing: Property shall be in good standing as it relates to taxes or any monies due to the City.

3.1.5. City Liens: Property shall be in good standing as it relates to any liens held by the City.

3.1.6. Ownership: Property owners must provide sufficient proof of ownership.

3.1.7. Code Violations: Property must not have any outstanding code violations.

3.1.8. Frequency: Property must not have received a Grant for the same category of Enhancement (e.g. Façade, Landscaping) in a twelve month period.

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

3.2.1. Financial Standing: The business shall be in good standing as it relates to taxes or any monies due to the City.

3.2.2. Tax-Paying Entity: The business must be a tax-paying entity.

3.2.3. Property Owner Approval: Businesses, if not the owner of the property to be occupied, must provide a copy of their lease agreement and support of the Application from the Property owner prior to approval of the Application.

Section 4.

Enhancements

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

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

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

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

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

- 4.3.1. Façade Materials: Replacing deteriorated or unsafe façade materials with brick, stone, tile, wood, or siding meeting the City’s masonry requirements and / or architectural standards. Removal of “slip” coverings of prior façade materials and re-establishment of historic façade details. Repointing of mortared joints, replacement or repair of damaged masonry.
- 4.3.2. Cleaning: Pressure washing or sand blasting existing facades, cleaning of tiles.
- 4.3.3. Painting: Scraping, priming and otherwise preparing the surface and painting.
- 4.3.4. Window / Doors: Replacement of or improvements to existing windows or doors that are visible from a public street. New windows and doors matching replaced windows or doors. Replacement of broken glass panes.
- 4.3.5. Awnings / Canopies: Replacement of or improvements to existing awnings or canopies. New awnings or canopies.
- 4.3.6. Historical Restoration: Restoration of architectural details of historic significance and / or removal of elements covering such details.
- 4.3.7. Roof Repair: Replacement or repair of all or portions of the roof.
- 4.3.8. Gutters and Downspouts: Replacement or repair of existing gutters and / or downspouts.
- 4.3.9. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: burglar bars, painting a new building.

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

- 4.4.1. Renovations: Renovations that enhance the commercial usability of the building.
- 4.4.2. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: painting, wallpaper, and other types of aesthetic treatments.
- 4.5. Landscaping: The following are Eligible Enhancements except as noted otherwise:
 - 4.5.1. Edging: Providing a perimeter to shrub beds with materials deemed to be of a long life, e.g. brick, stone, concrete, steel.
 - 4.5.2. Shrubs and Trees: Shrubs and / or trees of a variety that are sustainable in the area when combined with removal of existing shrubs and / or trees that are either overgrown or of poor quality. Preference is given to xeriscape approaches using drought-tolerant plant species.
 - 4.5.3. Seasonal Color: Providing one-time planting of annual or perennial flowers in critical areas adequate to provide an appealing impact.
 - 4.5.4. Irrigation: Automatic irrigation system complying with all code requirements. Preference is given to water conservation measures and approaches (e.g. drip irrigation).
 - 4.5.5. Lawn Renovation: Removal or re-establishment of an existing lawn with a desirable type of lawn. (An automatic irrigation system is required with this Enhancement.)
 - 4.5.6. Fencing: Replacement of fencing or installation of new fencing that is visually appealing.
 - 4.5.7. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: landscape pruning, mowing and / or maintenance.
- 4.6. Lighting: The following are Eligible Enhancements:
 - 4.6.1. Interior: Lighting of a permanent nature that enhances the commercial viability of a building.
 - 4.6.2. Pedestrian: Increases in lighting in pedestrian areas on or adjacent to the Property, e.g. sidewalks, parking lots.
 - 4.6.3. Accents: Lighting that accentuates exterior features of the building or Property creating a pleasant ambience on the Property.
 - 4.6.4. Signage: Lighting that illuminates signage identifying the business.
- 4.7. Parking / Driveways: The following are Eligible Enhancements except as noted otherwise:
 - 4.7.1. Reconstruction: Removal of existing pavement, gravel, curbing, drives, accessibility ramps, etc. and replacement with reconstruction meeting City requirements.
 - 4.7.2. Resurfacing: Re-topping asphalt parking areas.
 - 4.7.3. Restriping: Repainting of parking stall stripes and / or fire lane graphics meeting the City's requirements.
 - 4.7.4. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: Installation, repair or replacement of any surface that is not an all-weather hard surface as required by the City's code of ordinances.

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

4.8. Pedestrian Amenities: The following are Eligible Enhancements:

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

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

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

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

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

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

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

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

4.10. Code Compliance: The following are Eligible Enhancements:

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

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

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

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

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

- 4.13.1. Maximum Percentage: A Maximum Percentage of fifty percent (50%) shall be the maximum percentage of the total cost of any Enhancement that the City will grant the Applicant.
- 4.13.2. Maximum Per Enhancement Category: A Maximum Amount of five thousand dollars (\$5,000) is the maximum dollar amount to be granted for any category of Enhancement.
- 4.13.3. Accumulative Maximum Grant: Notwithstanding the Maximum Percentage and Maximum Per Enhancement Category limitations for each type of Enhancement, no Property or Business may receive more than five thousand dollars (\$5,000) in matching Grants during one 12-month period. The following examples are provided to clarify different application scenarios:
- A. Example 1: Applicant desires to do \$12,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$6,000, but the maximum Grant allowed by the Max Per Category would be \$5,000. The lesser of the two is \$5,000 which would be the maximum matching Grant for the \$12,000 landscaping project. Further, within a 12-month period the Applicant cannot receive additional grants for any Enhancements (per Section 4.13.3).
 - B. Example 2: Applicant desires to do \$8,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$4,000, and the maximum Grant allowed by the Max Per Category would be \$5,000. The lesser of the two is \$4,000 which would be the maximum matching Grant for the \$8,000 landscaping project. Further, within a twelve-month period the Applicant cannot receive more grants for Landscape Enhancements (per Section 3.1.8), but may apply and receive a second matching Grant, not to exceed \$1,000 (\$5,000 max - \$4,000 Grant) for any Enhancement category *other than* Landscaping.

Section 5.

Grant Priorities

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

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

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

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

- 5.2.1. Retail;
- 5.2.2. Restaurants;
- 5.2.3. Professional Office;
- 5.2.4. Industrial and manufacturing; and
- 5.2.5. Any sales-tax generating business.

Section 6.

Administrative Procedures

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

6.1. Pre-Submittal: All Applicants are encouraged to meet with Staff prior to preparation of an Application.

Applicants should contact the following to set up a meeting.

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

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

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

- A. Proof of ownership of the Property;
- B. Photographs of the existing Property;
- C. Drawings, renderings, plans of the proposed Enhancements;
- D. Written description of the Enhancements including building materials and color schemes to be used;
- E. Construction Cost estimate; and
- F. If Applicant is not the Property owner:
 - i. Written approval of the Application from the owner;
 - and ii. Copy of the signed lease agreement.

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

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

6.3.1. Review Criteria:

- A. Completeness of Application: Completeness of the Application; including all required attachments.
- B. Grant Priorities: Whether the Application includes a targeted business classification or whether it is located in a targeted improvement area as defined in Section 5.
- C. Impact: An estimation of the impact that the Enhancements might have, particularly as a catalyst for continued private investment.
- D. Non-funded Improvements: Are the improvements associated with the Grant part of a larger effort to enhance the Property.
- E. Elimination of a Non-Conformity: Do the Enhancements eliminate a legal non-conforming aspect of the Property.

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

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

6.4. Approval: The Board shall make the final decision regarding the merits of the Application and the appropriate Property Enhancement Grant to be given, if any, if funds are available as pre-approved by the Council for the funding period. If approval of the Application requires funds not pre-approved by the Council, the board will prepare a recommendation to forward to the Council for final approval. Upon approval of a matching Grant, the Board shall enter into an Agreement with the Applicant on a form acceptable to the City Attorney. The Agreement, at a minimum, must contain the following: 6.4.1. Enhancements: List the specifications of the proposed Enhancements on the Property.

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

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

6.4.4. Recapture Provisions: Provide for the repayment of a Grant if the Applicant or the condition

of the Property do not fulfill all obligations required under the Agreement. The City may take any remedy necessary to recover the funds, including filing a lien on the Property.

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

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

- 6.6.1. Required: All Grant documents, including the Agreement with the City, must be executed and all required permits must be received prior to issuance of the Notice to Proceed.
- 6.6.2. Beginning of Work: All work must begin within sixty (60) days of the issuance of the Notice to Proceed.
- 6.6.3. Completion of Work: All work for approved projects must be complete within ninety (90) days of the Notice to Proceed unless an Applicant's written request for extension is granted in writing by the Board.
- 6.7. Construction: All construction shall be in accordance with all requirements for permitting and inspection required by the City.
- 6.8. Verification: Upon completion and approval of the work by the City, Staff shall verify that the work has been performed as authorized in the approval action.
- 6.8.1. Documentation: The Applicant shall provide Staff with documentation necessary to determine the Construction Costs of the Enhancements as approved, e.g. copies of paid contractor invoices, receipts or processed checks. Construction Costs not supported by adequate documentation shall not be eligible for reimbursement.
- 6.9. Payment: Upon verification of compliance with the approval action, Staff shall cause a check to be issued to the Applicant in the approved amount.
- 6.9.1. Cost Overruns: Any costs above and beyond the amounts approved shall be the responsibility of the Applicant.

Section 7.

Applicant / Owner Certifications

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

- 7.1. Application Accuracy: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.
- 7.2. Compliance: I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Grant upon completion of the project shall constitute approval of the project by any City department or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.
- 7.3. Insurance: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.

- 7.4. Maintenance: I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.
- 7.5. Discretionary Rights: I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this policy.
- 7.6. Policy Promotion: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.
- 7.7. Indemnification: I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agree to indemnify the City, the Board, and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.

Section 8.

General Provisions

- 8.1. Termination: The City has the right to terminate any agreement under this Policy for any reason.
- 8.2. Changes During Construction: If an Applicant seeks to change the scope of their project after a Grant has been approved, the Applicant shall meet with Staff to discuss the desired change. Staff has the authorization to approve minor modifications during construction. Any other desired modification shall be placed before the approving body for reconsideration.
- 8.3. Flexibility: The terms and conditions of this Policy are a guideline for the Board during their deliberation and evaluation. The City reserves the right to modify the terms and conditions herein at any time, including for any pending application, and may approve a Grant on terms and conditions contrary to the guidelines set forth in this policy.
- 8.4. Section or Other Headings: Section or other headings contained in this Policy are for reference purposes only and shall not affect in any way the meaning or interpretation of this Policy.
- 8.5. Severability: In the event that any provision of this Policy is determined to be illegal, invalid, or unenforceable, then, and in that event, it is the intention that the remainder of this Policy shall not be affected thereby.

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



City of Saginaw

Meeting Date: 2/2/2021

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

Agenda Items: (4)(f)

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:

Action Regarding Building Improvement Grant Agreement with Hofer Builders (325 & 329 N. Saginaw Blvd)

BACKGROUND/DISCUSSION:

On Tuesday, January 19, 2021, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during January 2021 by Hofer Builders regarding to their property located at 325 & 329 N. Saginaw Blvd. The City Council determined in that session to award an amount not-to-exceed \$5,000.00 in reimbursable, and matching, dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

FINANCIAL IMPACT:

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

RECOMMENDATION:

NA

ATTACHMENTS:

Description

Council Communique 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 – February 2, 2021

ITEM:

Action Regarding Building Improvement Grant Agreement with Hofer Builders for the property on 325 & 329 N. Saginaw Blvd.

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

On Tuesday, January 19, 2021, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during January 2021 by Hofer Builders regarding to their property located at 325 & 329 N. Saginaw Blvd. The City Council determined in that session to award an amount not-to-exceed \$5,000.00 in reimbursable, and matching, dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

The conditions of the approval:

- The existing house on the property must be demolished.
- A building permit must be submitted and approved for the new structure(s).
- \$5,000 was approved for reimbursement. After approval of a building permit and receipts showing work has been completed, we will issue a check.

FINANCIAL IMPACT:

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

RECOMMENDATION

NA

ATTACHMENTS:

- Building Improvement Grant Application

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

Thank you,

A handwritten signature in black ink, appearing to read "Keith C. Rinehart". The signature is fluid and cursive, with the first name "Keith" being the most prominent.

Keith C. Rinehart, Director of Community & Economic Development

Building Improvement Grant Program Agreement

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

WITNESSETH:

WHEREAS, the Property Owner is the owner of property located at 325 & 329 N. Saginaw Blvd., Saginaw, Texas; and

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

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

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

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

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

Section 1. Term

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

Section 2. Definitions

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

levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the City.

Section 3. Economic Development Incentive

(a) Payment. Subject to the Property Owner's continued satisfaction of the terms and conditions of this Agreement and of the Policy, and the obligation of the Property Owner to repay the Incentive pursuant to Section 5(b) hereof, the City agrees to provide the Building Improvement Grant to the Property Owner to be paid in a single lump-sum payment after Property Owner makes a written request for reimbursement, in accordance with the requirements of the Policy. The total Building Improvement Grant shall be an amount not to exceed \$5,000.00 and eligibility for any Enhancement category shall be limited as set forth in the Policy.

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

Section 4. Building Improvement Grant Conditions

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

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

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

The conditions of the approval:

- The existing house on the property must be demolished.
- A building permit must be submitted and approved for the new structure(s).

- \$5,000 was approved for reimbursement. After approval of a building permit and receipts showing work has been completed, we will issue a check.

Section 5. Termination

- (a) This Agreement shall terminate upon the occurrence of any one of the following:
- (1) mutual agreement of the parties;
 - (2) the Expiration Date;
 - (3) at the City's option, if any Impositions owed to the City or the State of Texas by Property Owner shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);
 - (4) by the City in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
 - (5) by City, if the Property Owner suffers an event of bankruptcy or insolvency;
 - (6) by City, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (b) In the event of termination by the City pursuant to (a)(3), (4), (5), or (6) the Property Owner shall immediately repay to the City an amount equal to Building Improvement Grant paid to Property Owner, if any, prior to termination of this Agreement.

Section 6. Miscellaneous

- (a) Assignment. This Agreement may not be assigned without the prior written consent of the City.
- (b) Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.
- (c) Limitation on Liability. It is understood and agreed between the parties that the Property Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

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

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

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

If intended for Property Owner, to:

Hofer Builders
Attn: Tom Hofer
301 N. Saginaw Blvd.
Saginaw, TX 76179

If intended for City, to:

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

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

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

(i) Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District

Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

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

City of Saginaw, Texas

By:

Todd Flippo, Mayor,

Attest:

By:

City Secretary

Executed on this _____ day of _____, 20 .

Property Owner

By: _____

Name:

EXHIBIT “A”

ENHANCEMENTS AND CONSTRUCTION COSTS

B.I.G. Application

1	PROJECT INFORMATION			
A	Property Address: 325 & 239 N. Saginaw Blvd.			
B	Estimated Begin Work Date: March 1, 2021		Estimated Completion Date: March 1, 2022	
C	Years in business at this location: 15 Years - Property is Zoned Community Commercial			
D	Reason for requesting grant: Install Asphalt/Concrete Driveway			
2	ELIGIBILITY OF PROPERTY			
	Yes	No	Item	Notes
A	X		Within the City?	
B	X		Commercially zoned?	
C	X		Tax Paying entity?	
D	X		City taxes in good standing?	
E	X		No City liens existing?	
F		X	Proof of ownership provided?	• Will provide later
G		X	Outstanding code violations?	
H	X		Frequency of Grants OK?	• In accordance with Section 3.1.8
3	ELIGIBILITY OF BUSINESS			
	Yes	No	Item	Notes
A	X		Business taxes in good standing?	
B	X		If not owner, authorization provided?	NA

B.I.G. Application

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

B.I.G. Application

6 GRANT PRIORITIES				
	Yes	No	Preferred Area / Business?	Notes
A	X		Transportation Corridors including: Saginaw Blvd.	• Located on North Saginaw Blvd.
B	X		Downtown	• Located on North Saginaw Blvd.
C	X		Retail	• Preferred retail
D		X	Restaurants	
E		X	Professional Office	
F		X	Industrial and manufacturing	
G	X		Any sales-tax generating business	• Preferred retail

6 ATTACHMENTS / EXHIBITS				
	Yes	No	Item	Notes
A		X	Ownership documentation	• Will provide later
B		X	Photos of existing condition	• Will provide later
C		X	Drawings, renderings, plans of the proposed enhancements	• Will provide later
D		X	Written description of enhancements including building materials and color schemes	• Will provide later
E		X	Construction cost estimate	• Will provide later
F		*X	Copy of the signed lease agreement	• Not required – Applicant is owner
G		*X	Written support of grant application from the owner	• Not required – Applicant is owner

TAX VERIFICATION

Property Location: 325 & 329 N. Saginaw Blvd

TARRANT COUNTY, TEXAS

Property Tax Record

NEW SEARCH

Account: 0007698175	Account: 1,100	2020 Values
APN: A 119 N	Ty Building	Land 27911
Location: 325 & 329 N. SAGINAW BLVD	Improvement 345	2020 Exemption: 345
Legal: BILLS, JAMES A SURVEY 4876A	Previous Assessed Value	2020 Exemption: 345
7779 FMCT 30	2020 Exemption: 345	2020 Exemption: 345
Owner: JAMES A BILLS	2020 Exemption: 345	2020 Exemption: 345
325 N SAGINAW BLVD	2020 Exemption: 345	2020 Exemption: 345
SAGINAW TX 76129-1389	2020 Exemption: 345	2020 Exemption: 345

*In keeping with Texas Tax Code Section 25.027, this website does not indicate that a property owner is 65 years of age or older.

VIEW TAD INFORMATION (EXTERNAL LINK)

External links are being provided as a convenience and for informational purposes only. The 2020 schedule is an endorsement or an approval by Tarrant County of any of the products, services or options of the independent organization or individual. Tarrant County does not assume any responsibility for the accuracy, legality or content of the external site or for the consequences of any use of the information. Contact the external site for answers to questions regarding its content.

Click on the e-Statement button to view Total Tax Due.
Click on the e-Payment button to make a credit card or eCheck payment.

CURRENT STATUS

PRIOR YEARS

TAX ESTIMATOR

E-STATEMENT

E-PAYMENT

PAPERLESS

Year	Unit	Levy Amount	Amount Paid	Levy Due	Penalty	Interest	Col Penalty	Total Due	Receipt Due
2020	021	1,272.19	0.00	1,272.19	0.00	0.00	0.00	1,272.19	--
2020	220	644.95	0.00	644.95	0.00	0.00	0.00	644.95	--
2020	224	616.57	0.00	616.57	0.00	0.00	0.00	616.57	--
2020	225	366.77	0.00	366.77	0.00	0.00	0.00	366.77	--
2020	910	4,124.50	0.00	4,124.50	0.00	0.00	0.00	4,124.50	--
Total Taxes		7,025.96	0.00	7,025.96	0.00	0.00	0.00	7,025.96	

325 N. Saginaw Blvd.

TARRANT COUNTY, TEXAS

Property Tax Record

NEW SEARCH

Account: 0007698175	Account: 1,100	2020 Values
APN: A 119 N	Ty Building	Land 27911
Location: 325 & 329 N. SAGINAW BLVD	Improvement 345	2020 Exemption: 345
Legal: WALSH ADDITION BLOCK 1 LOT 1	Previous Assessed Value	2020 Exemption: 345
Owner: JAMES A BILLS	2020 Exemption: 345	2020 Exemption: 345
329 N SAGINAW BLVD	2020 Exemption: 345	2020 Exemption: 345
SAGINAW TX 76129-1389	2020 Exemption: 345	2020 Exemption: 345

*In keeping with Texas Tax Code Section 25.027, this website does not indicate that a property owner is 65 years of age or older.

VIEW TAD INFORMATION (EXTERNAL LINK)

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Click on the e-Statement button to view Total Tax Due.
Click on the e-Payment button to make a credit card or eCheck payment.

CURRENT STATUS

PRIOR YEARS

TAX ESTIMATOR

E-STATEMENT

E-PAYMENT

PAPERLESS

Year	Unit	Levy Amount	Amount Paid	Levy Due	Penalty	Interest	Col Penalty	Total Due	Receipt Due
2020	021	1,023.16	0.00	1,023.16	0.00	0.00	0.00	1,023.16	--
2020	220	629.33	0.00	629.33	0.00	0.00	0.00	629.33	--
2020	224	601.52	0.00	601.52	0.00	0.00	0.00	601.52	--
2020	225	316.97	0.00	316.97	0.00	0.00	0.00	316.97	--
2020	910	5,942.94	0.00	5,942.94	0.00	0.00	0.00	5,942.94	--
Total Taxes		8,413.92	0.00	8,413.92	0.00	0.00	0.00	8,413.92	

329 N. Saginaw Blvd.

TAD – PROPERTY VALUATION

Property Location: 325 & 329 N. Saginaw Blvd

325 N. Saginaw Blvd.

 **Values**
This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#)

Year	Improvement Market	Land Market	Total Market	Total Appraised :
2021	\$0 (Pending)	\$0 (Pending)	\$0 (Pending)	\$0 (Pending)
2020	\$101	\$275,517	\$275,618	\$275,618
2019	\$101	\$275,517	\$275,618	\$275,618
2018	\$101	\$275,517	\$275,618	\$275,618
2017	\$0	\$275,517	\$275,517	\$275,517
2016	\$0	\$246,330	\$246,330	\$246,330

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

329 N. Saginaw Blvd.

 **Values**
This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#)

Year	Improvement Market	Land Market	Total Market	Total Appraised :
2021	\$0 (Pending)	\$0 (Pending)	\$0 (Pending)	\$0 (Pending)
2020	\$153,213	\$243,836	\$397,049	\$397,049
2019	\$113,696	\$243,836	\$357,532	\$357,532
2018	\$113,695	\$243,836	\$357,531	\$357,531
2017	\$14,299	\$243,836	\$258,135	\$258,135
2016	\$76,055	\$243,836	\$319,891	\$319,891

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

EXHIBIT “B”

BUILDING IMPROVEMENT GRANT POLICY

Saginaw, Texas

Building Improvement Grant Policy

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

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

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

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

Section 1.

Introduction & Goals

This program is a matching grant program that reimburses commercial property owners or business operators for Eligible Enhancements made to the Property. The goals of this Policy are to: 1.1. Enhance the commercial viability and sustainability of commercial properties in the City;

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

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

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

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

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

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

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

Section 2.

Definitions

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

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

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

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

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

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

City: The City of Saginaw, Texas.

City Council: The City Council of the City.

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

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

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

Enhancements: Shall be as defined in Section 4 herein.

Façade: Shall mean the exterior of a building.

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

Policy: Shall mean this Building Improvement Grant Policy.

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

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

Staff: The City Manager or their designee.

Section 3.

Eligibility

The following Properties and Businesses are eligible to receive Grants.

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

3.1.1. Within the City: Property must be located within the City's municipal boundaries.

3.1.2. Non-Residentially Zoned: Property must be zoned for uses other than residential uses and the current use of the Property may not be residential.

3.1.3. Tax-Paying Entity: The Property must be subject to the City's Ad Valorem property tax.

3.1.4. Financial Standing: Property shall be in good standing as it relates to taxes or any monies due to the City.

3.1.5. City Liens: Property shall be in good standing as it relates to any liens held by the City.

3.1.6. Ownership: Property owners must provide sufficient proof of ownership.

3.1.7. Code Violations: Property must not have any outstanding code violations.

3.1.8. Frequency: Property must not have received a Grant for the same category of Enhancement (e.g. Façade, Landscaping) in a twelve month period.

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

3.2.1. Financial Standing: The business shall be in good standing as it relates to taxes or any monies due to the City.

3.2.2. Tax-Paying Entity: The business must be a tax-paying entity.

3.2.3. Property Owner Approval: Businesses, if not the owner of the property to be occupied, must provide a copy of their lease agreement and support of the Application from the Property owner prior to approval of the Application.

Section 4.

Enhancements

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

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

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

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

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

- 4.3.1. Façade Materials: Replacing deteriorated or unsafe façade materials with brick, stone, tile, wood, or siding meeting the City’s masonry requirements and / or architectural standards. Removal of “slip” coverings of prior façade materials and re-establishment of historic façade details. Repointing of mortared joints, replacement or repair of damaged masonry.
- 4.3.2. Cleaning: Pressure washing or sand blasting existing facades, cleaning of tiles.
- 4.3.3. Painting: Scraping, priming and otherwise preparing the surface and painting.
- 4.3.4. Window / Doors: Replacement of or improvements to existing windows or doors that are visible from a public street. New windows and doors matching replaced windows or doors. Replacement of broken glass panes.
- 4.3.5. Awnings / Canopies: Replacement of or improvements to existing awnings or canopies. New awnings or canopies.
- 4.3.6. Historical Restoration: Restoration of architectural details of historic significance and / or removal of elements covering such details.
- 4.3.7. Roof Repair: Replacement or repair of all or portions of the roof.
- 4.3.8. Gutters and Downspouts: Replacement or repair of existing gutters and / or downspouts.
- 4.3.9. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: burglar bars, painting a new building.

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

- 4.4.1. Renovations: Renovations that enhance the commercial usability of the building.
- 4.4.2. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: painting, wallpaper, and other types of aesthetic treatments.
- 4.5. Landscaping: The following are Eligible Enhancements except as noted otherwise:
 - 4.5.1. Edging: Providing a perimeter to shrub beds with materials deemed to be of a long life, e.g. brick, stone, concrete, steel.
 - 4.5.2. Shrubs and Trees: Shrubs and / or trees of a variety that are sustainable in the area when combined with removal of existing shrubs and / or trees that are either overgrown or of poor quality. Preference is given to xeriscape approaches using drought-tolerant plant species.
 - 4.5.3. Seasonal Color: Providing one-time planting of annual or perennial flowers in critical areas adequate to provide an appealing impact.
 - 4.5.4. Irrigation: Automatic irrigation system complying with all code requirements. Preference is given to water conservation measures and approaches (e.g. drip irrigation).
 - 4.5.5. Lawn Renovation: Removal or re-establishment of an existing lawn with a desirable type of lawn. (An automatic irrigation system is required with this Enhancement.)
 - 4.5.6. Fencing: Replacement of fencing or installation of new fencing that is visually appealing.
 - 4.5.7. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: landscape pruning, mowing and / or maintenance.
- 4.6. Lighting: The following are Eligible Enhancements:
 - 4.6.1. Interior: Lighting of a permanent nature that enhances the commercial viability of a building.
 - 4.6.2. Pedestrian: Increases in lighting in pedestrian areas on or adjacent to the Property, e.g. sidewalks, parking lots.
 - 4.6.3. Accents: Lighting that accentuates exterior features of the building or Property creating a pleasant ambience on the Property.
 - 4.6.4. Signage: Lighting that illuminates signage identifying the business.
- 4.7. Parking / Driveways: The following are Eligible Enhancements except as noted otherwise:
 - 4.7.1. Reconstruction: Removal of existing pavement, gravel, curbing, drives, accessibility ramps, etc. and replacement with reconstruction meeting City requirements.
 - 4.7.2. Resurfacing: Re-topping asphalt parking areas.
 - 4.7.3. Restriping: Repainting of parking stall stripes and / or fire lane graphics meeting the City's requirements.
 - 4.7.4. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: Installation, repair or replacement of any surface that is not an all-weather hard surface as required by the City's code of ordinances.

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4.8. Pedestrian Amenities: The following are Eligible Enhancements:

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

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

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

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

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

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

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

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

4.10. Code Compliance: The following are Eligible Enhancements:

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

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

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

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

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

- 4.13.1. Maximum Percentage: A Maximum Percentage of fifty percent (50%) shall be the maximum percentage of the total cost of any Enhancement that the City will grant the Applicant.
- 4.13.2. Maximum Per Enhancement Category: A Maximum Amount of five thousand dollars (\$5,000) is the maximum dollar amount to be granted for any category of Enhancement.
- 4.13.3. Accumulative Maximum Grant: Notwithstanding the Maximum Percentage and Maximum Per Enhancement Category limitations for each type of Enhancement, no Property or Business may receive more than five thousand dollars (\$5,000) in matching Grants during one 12-month period. The following examples are provided to clarify different application scenarios:
- A. Example 1: Applicant desires to do \$12,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$6,000, but the maximum Grant allowed by the Max Per Category would be \$5,000. The lesser of the two is \$5,000 which would be the maximum matching Grant for the \$12,000 landscaping project. Further, within a 12-month period the Applicant cannot receive additional grants for any Enhancements (per Section 4.13.3).
 - B. Example 2: Applicant desires to do \$8,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$4,000, and the maximum Grant allowed by the Max Per Category would be \$5,000. The lesser of the two is \$4,000 which would be the maximum matching Grant for the \$8,000 landscaping project. Further, within a twelve-month period the Applicant cannot receive more grants for Landscape Enhancements (per Section 3.1.8), but may apply and receive a second matching Grant, not to exceed \$1,000 (\$5,000 max - \$4,000 Grant) for any Enhancement category *other than* Landscaping.

Section 5.

Grant Priorities

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

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

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

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

- 5.2.1. Retail;
- 5.2.2. Restaurants;
- 5.2.3. Professional Office;
- 5.2.4. Industrial and manufacturing; and
- 5.2.5. Any sales-tax generating business.

Section 6.

Administrative Procedures

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

6.1. Pre-Submittal: All Applicants are encouraged to meet with Staff prior to preparation of an Application.

Applicants should contact the following to set up a meeting.

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

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

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

- A. Proof of ownership of the Property;
- B. Photographs of the existing Property;
- C. Drawings, renderings, plans of the proposed Enhancements;
- D. Written description of the Enhancements including building materials and color schemes to be used;
- E. Construction Cost estimate; and
- F. If Applicant is not the Property owner:
 - i. Written approval of the Application from the owner;
 - and ii. Copy of the signed lease agreement.

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

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

6.3.1. Review Criteria:

- A. Completeness of Application: Completeness of the Application; including all required attachments.
- B. Grant Priorities: Whether the Application includes a targeted business classification or whether it is located in a targeted improvement area as defined in Section 5.
- C. Impact: An estimation of the impact that the Enhancements might have, particularly as a catalyst for continued private investment.
- D. Non-funded Improvements: Are the improvements associated with the Grant part of a larger effort to enhance the Property.
- E. Elimination of a Non-Conformity: Do the Enhancements eliminate a legal non-conforming aspect of the Property.

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

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

6.4. Approval: The Board shall make the final decision regarding the merits of the Application and the appropriate Property Enhancement Grant to be given, if any, if funds are available as pre-approved by the Council for the funding period. If approval of the Application requires funds not pre-approved by the Council, the board will prepare a recommendation to forward to the Council for final approval. Upon approval of a matching Grant, the Board shall enter into an Agreement with the Applicant on a form acceptable to the City Attorney. The Agreement, at a minimum, must contain the following: 6.4.1. Enhancements: List the specifications of the proposed Enhancements on the Property.

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

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

6.4.4. Recapture Provisions: Provide for the repayment of a Grant if the Applicant or the condition

of the Property do not fulfill all obligations required under the Agreement. The City may take any remedy necessary to recover the funds, including filing a lien on the Property.

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

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

- 6.6.1. Required: All Grant documents, including the Agreement with the City, must be executed and all required permits must be received prior to issuance of the Notice to Proceed.
- 6.6.2. Beginning of Work: All work must begin within sixty (60) days of the issuance of the Notice to Proceed.
- 6.6.3. Completion of Work: All work for approved projects must be complete within ninety (90) days of the Notice to Proceed unless an Applicant's written request for extension is granted in writing by the Board.
- 6.7. Construction: All construction shall be in accordance with all requirements for permitting and inspection required by the City.
- 6.8. Verification: Upon completion and approval of the work by the City, Staff shall verify that the work has been performed as authorized in the approval action.
- 6.8.1. Documentation: The Applicant shall provide Staff with documentation necessary to determine the Construction Costs of the Enhancements as approved, e.g. copies of paid contractor invoices, receipts or processed checks. Construction Costs not supported by adequate documentation shall not be eligible for reimbursement.
- 6.9. Payment: Upon verification of compliance with the approval action, Staff shall cause a check to be issued to the Applicant in the approved amount.
- 6.9.1. Cost Overruns: Any costs above and beyond the amounts approved shall be the responsibility of the Applicant.

Section 7.

Applicant / Owner Certifications

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

- 7.1. Application Accuracy: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.
- 7.2. Compliance: I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Grant upon completion of the project shall constitute approval of the project by any City department or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.
- 7.3. Insurance: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.

- 7.4. Maintenance: I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.
- 7.5. Discretionary Rights: I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this policy.
- 7.6. Policy Promotion: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.
- 7.7. Indemnification: I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agree to indemnify the City, the Board, and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.

Section 8.

General Provisions

- 8.1. Termination: The City has the right to terminate any agreement under this Policy for any reason.
- 8.2. Changes During Construction: If an Applicant seeks to change the scope of their project after a Grant has been approved, the Applicant shall meet with Staff to discuss the desired change. Staff has the authorization to approve minor modifications during construction. Any other desired modification shall be placed before the approving body for reconsideration.
- 8.3. Flexibility: The terms and conditions of this Policy are a guideline for the Board during their deliberation and evaluation. The City reserves the right to modify the terms and conditions herein at any time, including for any pending application, and may approve a Grant on terms and conditions contrary to the guidelines set forth in this policy.
- 8.4. Section or Other Headings: Section or other headings contained in this Policy are for reference purposes only and shall not affect in any way the meaning or interpretation of this Policy.
- 8.5. Severability: In the event that any provision of this Policy is determined to be illegal, invalid, or unenforceable, then, and in that event, it is the intention that the remainder of this Policy shall not be affected thereby.

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City of Saginaw

Meeting Date: 2/2/2021

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

Agenda Items: (4)(g)

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:

Action regarding Recommendation for Award of Bid for Highway Right-of-Way Mowing

BACKGROUND/DISCUSSION:

In September 2019, the City of Saginaw went out for bid for Right-of-Way Mowing. Greener Pastures Landscaping (A Yellowstone Landscape Co.) submitted a winning bid of \$785 per mowing cycle. Last year, the City Council awarded the bid to Greener Pastures.

The term of the original contract is from the date of award through December 31, 2020, with the option to renew the contract for two (2) additional one-year terms. We completed the original contract year ending December 31, 2020 and are requesting to renew the contract for one (1) additional year that will end December 31, 2021. Renewal is based on an evaluation by the Owner of the contractor's performance during the previous period, budget requirements, etc. Greener Pastures is submitting no additional change to the contract charge. Per cycle mowing price will continue to be \$785.00.

FINANCIAL IMPACT:

The financial impact will be \$785 per mowing cycle (no increase from the previous year). Residents, via their monthly water bill, will fund this project from the Keep Saginaw Beautiful voluntary \$1.00 donation.

RECOMMENDATION:

Staff is recommending the approval of the Right of Way Mowing Contract with Greener Pastures Landscaping (A Yellowstone Landscape Co.) who is continuing with their original bid price of \$785 per mowing cycle with no increase from the previous year.

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 – February 2, 2021

ITEM:

Consideration and Action regarding Recommendation for Award of Bid for Highway Right-of-Way Mowing

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

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FINANCIAL IMPACT:

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ATTACHMENTS:

- Contract for ROW Mowing
- Map of Areas to Mow

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".

Keith C. Rinehart, Director of Community & Economic Development

**Contract Documents
and Specifications for
Highway Right-of-Way Mowing**



February 2, 2021

CONTRACTUAL AGREEMENT

SPECIFICATIONS

A mowing cycle shall include the mowing and trimming of all grass and weeds to a height of 2" within each area shown on the attached map and generally described as follows:

The east side of Saginaw Boulevard (Bus. 287) beginning just north of the intersection with Longhorn Road to 200 feet north of E. Southern Ave., then from 1,000 feet north of E. McLeroy Boulevard north to 2,200 feet north of the Bailey Boswell Road intersection (in and around the trees and shrubs planted by the owner in the TXDOT right-of-way). This represents a mowing area that is approximately 15 feet wide (from the east edge of pavement east to the right-of-way line) by 12,990 feet long. Also the center medians of Bus. 287 north of W.J. Boaz and north of E. Bailey Boswell to the Saginaw City limits. Also the area on the west side of Bus. 287 from Longhorn Rd. north to Hialeah. Also the center medians on Blue Mound Road (Hwy. 156) beginning on the south side of Loop 820 north to Industrial Boulevard and the median north of McLeroy to Western Center Boulevard. (See attached maps).

The mowing cycle shall be completed once every two weeks during the growing season. The owner shall determine the beginning and end of each growing season, however it will generally last from March through October of each year. Additional mowing cycles may be requested at the sole discretion of the Owner.

- a) All debris shall be removed by the contractor prior to mowing if shredding of the debris would be detrimental to the appearance of the area. No separate pay item shall be allowed for litter control.
- b) Trimming around trees and shrubs, fence lines, poles, posts and other obstructions will be performed using mechanical devices and/or hand labor with each cycle. **Special care shall be taken when trimming around trees and shrubs to avoid damage to them.** Any trees or shrubs damaged by the contractor shall, at the discretion of the Public Services Department representative, be replaced by the contractor at no cost to the owner. Any damage to the irrigation system caused by the contractor shall be immediately repaired by the contractor at no cost to the owner.
- c) Clippings shall not be blown into the streets or roadways. Clippings shall not normally be collected and removed from the site after each cycle. However, if excessive clippings occur, these shall be removed by the contractor. In addition, excessive clippings resulting from extended mowing frequencies due to the contractor's delay shall be removed by the contractor.
- d) Contractor's personnel working in medians and on roadways shall be required to wear safety vests or other safety garments. Care should be taken to avoid conflicts with oncoming traffic. All work being performed is within the Texas Department of Transportation right-of-way and must conform to the signing requirements specified in the Texas Manual for Uniform Traffic Control Devices (TMUTCD).
- e) Areas that are impossible to mow mechanically due to slopes and ditches must be cut with string trimmers or other acceptable method.
- f) No payment for partial mowing will be made. Each cycle must be completed in order for payment to be acknowledged.

GENERAL REQUIREMENTS

1. CONTRACT PERIOD

The term of the contract shall be from the date of award through December 31, 2021, with the option to renew the contract for two (2) additional one-year terms. We completed the original contract year ending

December 31, 2020 and are renew the contract for one additional year. Renewal shall be based on an evaluation by the Owner of the contractor's performance during the previous period, budget requirements, etc. There is no change to the contract charge. Per cycle mowing price will continue to be \$785.00.

After the completion of the initial contract term, the Contractor shall submit the renewal proposal with price changes, and justification for price increase to the Owner no later than February 1, 2022. Increases in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan area for the previous twelve-month period. Renewal shall be at the sole discretion of the Owner.

2. GENERAL CONDITIONS

Contractors submitting bids certify that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the contract at the time of bid submission, or that they will have the necessary equipment and personnel and be ready to proceed on the starting date.

The Contractor shall be required to keep sufficient equipment and labor on hand to do a complete mowing of the areas specified by contract, as often as may be specified should the growing season demand.

3. METHOD OF OPERATION

The Contractor will work under the direction of the Public Services Superintendent or his representative. No payment, on any basis, will be made for unsatisfactory mowing. The determination of the Public Services representative shall be final on all work.

The Contractor shall provide a monthly invoice showing the dates the mowing took place to the City. Payment by the City will be made within thirty (30) days of receipt of invoice.

The City of Saginaw reserves the right to cancel the contract at any time without penalty.

All operations and expenses connected with the operations described in these specifications shall be the responsibility of the contractor.

- The Contractor shall provide his/her own equipment, labor, fuel and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his/her own equipment and the availability and supervision of his/her employees.
- The Contractor is required to have a competent and experienced Supervisor/Foreman with each group at all times. The Supervisor/Foreman referred to herein may be a working Foreman operating a mower.
- The Contractor will perform all handwork required to provide an efficient mowing and trimming operation.
- There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the contract without prior written consent of the City.

4. INSURANCE

A. Types and Amounts. Prior to commencement of work pursuant to this Agreement, the Contractor shall furnish the City with proof of insurance as required by this section. Coverages shall be of the following types and not less than the specified amounts:

1. Workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the City; employer's liability insurance of not less than the minimum statutory amounts.

2. Commercial general liability insurance, including premises operations; independent contractor's liability and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for injury to or death of third parties or City employees, broad form property damage, with minimum limits as set forth below:

Bodily Injury	\$500,000 Each Occurrence
Bodily Injury	\$1,000,000 Annual Aggregate
Property Damage	\$200,000 Each Occurrence
Contractual Liability:	
Bodily Injury	\$500,000 each occurrence
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000 Annual Aggregate
With employment exclusion deleted	

3. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), and \$500,000 for property damage. Such insurance shall include coverage for loading and unloading hazards
- B. Policy Endorsements. Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:
1. The liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader; the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
 2. Each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment or premium, only 15 days written notice to City is required;
 3. The term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;
 4. All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
 5. All liability policies required herein shall be written with an "occurrence" basis coverage trigger; and
 6. Prior to the effective date of cancellation of any policy, Bidder shall deliver to the City a replacement certificate of insurance or proof of reinstatement.

5. INDEMNITY

CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS

AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER NEAL OR ASSERTED, (INCLUDING, WTTTHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THE SERVICES UNDER THE CONTRACT, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES OF CITY; AND CONTRACTOR HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. CONTRACTOR SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR !N CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, S E RVANTS, E M PLOYE ES, CONTRACTORS, S U BCONTRACTORS, LICENSEES, OR INVITEES.

NAME AND ADDRESS OF COMPANY:

Tel. No. _____

AUTHORIZED REPRESENTATIVE:

Signature_____

Date _____

Name _____

Title _____

FAX No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

CITY OF SAGINAW:

333 West McLeroy Blvd.

Saginaw, Texas 76179

Phone: 817-232-4640

Fax: 817-232-4644

Email Address: info@ci.saginaw.tx.us

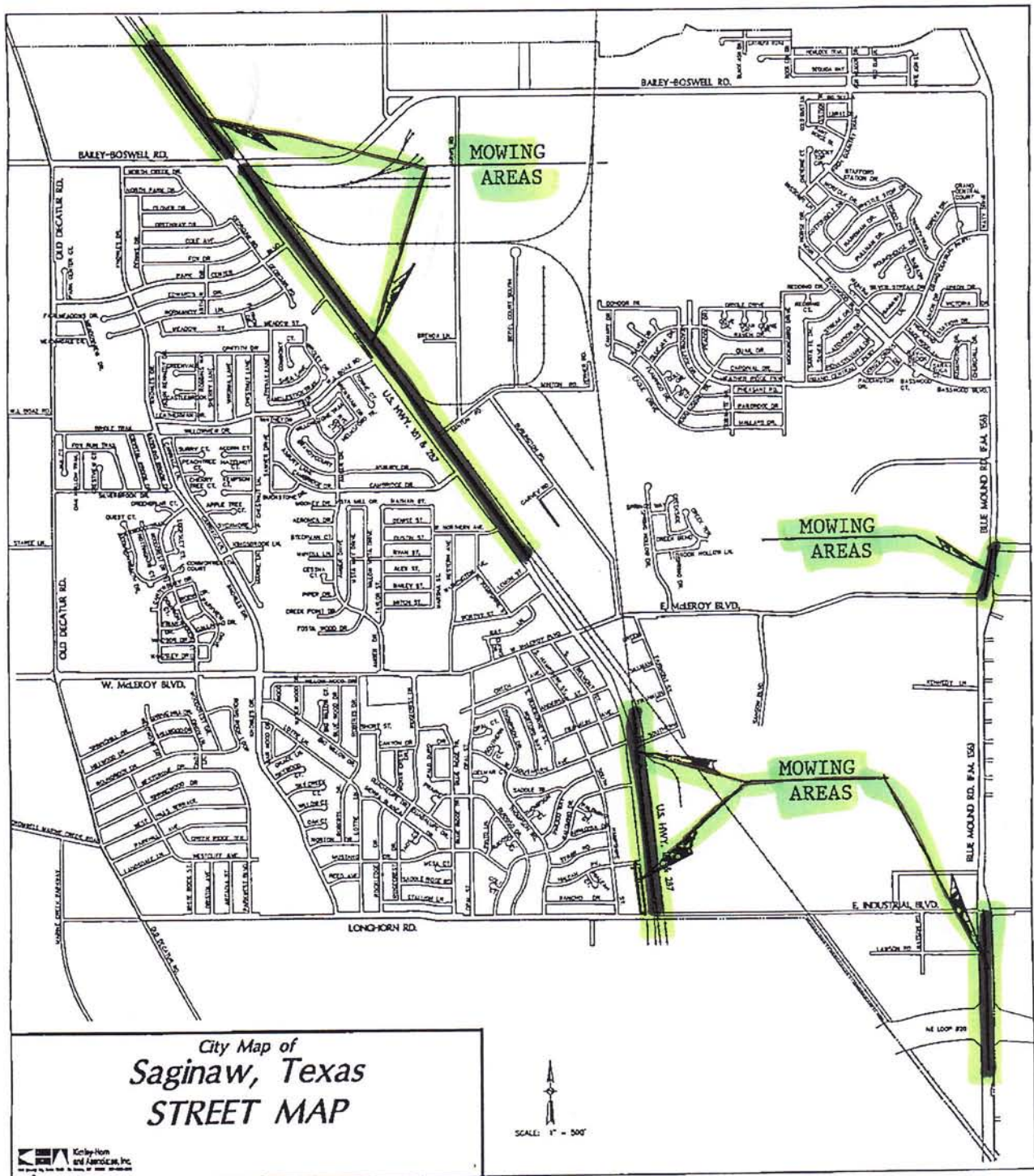
AUTHORIZED REPRESENTATIVE:

Signature_____

Date _____

Name _____

Title _____





City of Saginaw

Meeting Date: 2/2/2021

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

Agenda Items: (4)(h)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action regarding Approval of an Escrow Agreement for Median Opening and Turn Lanes to Serve UCD Saginaw Addition, Lots 1-2, Block A

BACKGROUND/DISCUSSION:

On January 19, 2021, City Council approved the final plat for UCD Saginaw Addition, Lots 1-2, Block A subject to the execution of an Escrow Agreement for the construction of a median opening and turn lanes in FM-156 currently under construction by the Texas Department of Transportation (TxDOT). The agreement requires that the developer fund, through a cash escrow with the City, the City's share of the project that will be identified in a future agreement with TxDOT.

The agreement includes the estimated cost of construction that will be funded at the time of the agreements execution. The developer will be required to fund any additional costs identified by TxDOT and be responsible for any cost overruns related to the project.

FINANCIAL IMPACT:

N.A.

RECOMMENDATION:

It is recommended that the Escrow Agreement for UCD Saginaw Addition, Lots 1-2, Block A be authorized.

ATTACHMENTS:

Description

Escrow Agreement

DEVELOPER ESCROW AGREEMENT

This Developer Escrow Agreement (this “**Agreement**”) is entered into by and between the CITY OF SAGINAW, TEXAS (the “**City**”), 333 West McLeroy Blvd., Saginaw, Texas 79070 and UCD SAGINAW LP, a Texas limited partnership (“**Developer**”) with its principal offices at 7001 Preston Road, Suite 410, Dallas, Texas 75205.

WHEREAS, Developer has submitted applications to the City for development of a tract of land within the City’s boundaries at the intersection of FM 156 and Bailey Boswell Road the (“**Development**”); and

WHEREAS, Developer seeks approval from the Texas Department of Transportation (“**TxDOT**”) for construction of a median opening and hooded left turn lane on FM 156 to improve access to the Development, as depicted on the TxDOT Turn Lane Exhibit attached hereto as Exhibit “A” (the “**Work**”); and

WHEREAS, in consideration for the improved access to the Development, the Developer has assumed responsibility for the costs of the Work, including construction costs, environmental, utility adjustments and indirect or direct State costs that may be identified as the responsibility of the City in an Advance Funding Agreement entered into between TxDOT and the City (the “**AFA**”); and

WHEREAS, the Work may be completed by TxDOT by issuance of a change order to an existing construction contract underway on FM 156 (the “**Construction Contract**”); and

WHEREAS, TxDOT requires that the City provide the necessary agreements and funding for the Work in accordance with the AFA.;

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Change Order**. The City shall enter into an agreement with TxDOT to issue such change order or orders as may be necessary under the Construction Contract and the AFA to add and complete the Work.
2. **Escrow Deposit**. Developer shall place funds in escrow with the City in the amount of \$92,692.67 (the “**Escrow Deposit**”), same being 120% of the estimated amount necessary to complete the Work in accordance with the Cost Estimate attached hereto as Exhibit “B”. All interest, if any, earned on the Escrow Deposit shall become a part of the Escrow Deposit for all purposes. The Escrow Deposit shall be held and disbursed by the City, subject to and in accordance with the terms hereof. The City is hereby authorized to make disbursements to TxDOT from the Escrow Deposit to fund the Work at such times as disbursements may be requested by TxDOT or as required under the AFA and the Construction Contract. In the event any part of the Escrow Deposit remains after completion of the Work, or in the event any portion of the amount dispersed from the Escrow Deposit is refunded to the City by TxDOT, said amount or amounts shall be

refunded to Developer by the City as soon as is practical, such refund not to be unreasonably withheld or delayed.

3. Cost Overruns. Developer agrees to fund any overages in the cost of the Work identified as the responsibility of the City in the AFA prior to City approval and execution. Developer further agrees to be responsible for one-hundred percent (100%) of the cost identified as the responsibility of the City during construction, including overruns incurred by TxDOT. Prior to their approval, Developer shall be given a minimum of three (3) days' written notice of any cost overruns or any additional change orders that will result in an increase in the cost of the Work to an amount in excess of the then remaining balance of the Escrow Deposit. Notice may be delivered to Developer to the attention of Robert Dorazil at the street address listed above, or at the following email address: rdorazil@ucdcorp.com.
4. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and there are no other agreements, written or oral, other than those set forth herein. This Agreement may only be amended, modified or superseded by a written instrument signed by the parties which specifically references this Agreement and the amendment or modification to be made. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
5. Further Assurances. The City and the Developer will do all things and execute all such documents as may be reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the intent of this Agreement.
6. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. Signed counterparts of this Agreement may be exchanged by email or other electronic means, and electronic or scanned signatures shall be deemed to be original signatures and of the same force and effect.
7. Choice of Law. The provisions of this Agreement shall be governed by the laws of the State of Texas, and venue for any action brought under this Agreement shall be in Tarrant County, Texas.

[Signature page Follows]

EXECUTED effective the _____ day of _____, 2021.

DEVELOPER:

UCD SAGINAW LP,
a Texas limited partnership

By: UCD Saginaw GP LLC,
its general partner

By: _____
Robert V. Dorazil, Manager

CITY:

CITY OF SAGINAW

By: _____

Name: _____

Title: _____

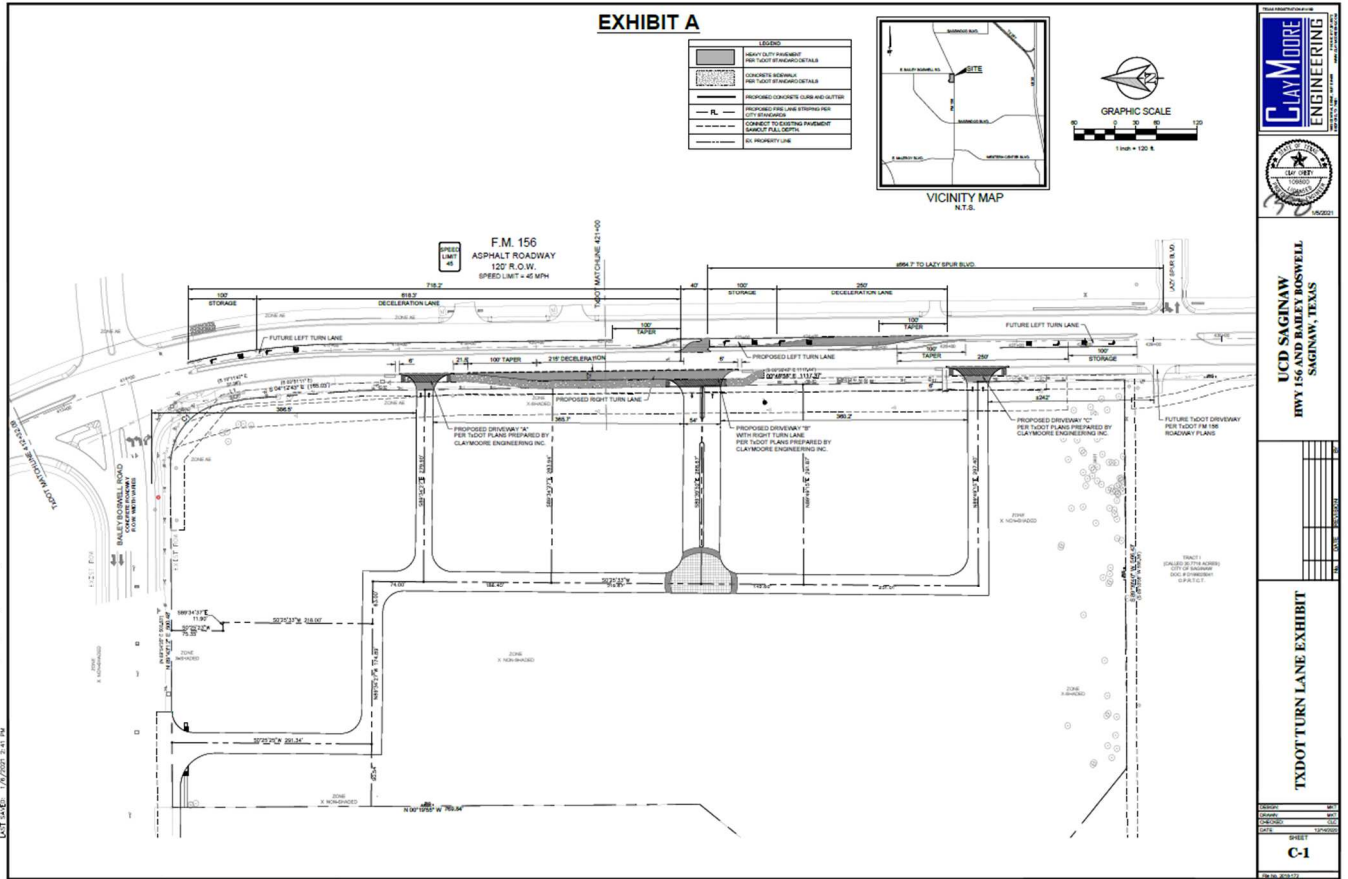


EXHIBIT B



Engineer: Claymoore Engineering
 Project: UCD Saginaw
 Project #: 2018-172
 Client: UCD Saginaw
 Prepared By: MKT

Address: 1903 Central Drive, Suite 406
 Bedford, TX 76021
 Phone: 817-281-0572
 Date: 1/11/2021
 Checked By: CLC

UCD Saginaw TxDOT R.O.W Improvements						
TxDOT Driveways, Left Turn Lane, & Right Turn Lane Addition:						
TxDOT Item No.	SP	Item Description	Quantity	Unit	Unit Price	Item Cost
Paving Improvements						
0110-8001	000	EXCAVATION (ROADWAY)	684	CY	\$2.60	\$1,778
0260-8073	000	LIME TRT (SUBGRADE)(8")	821	SY	\$4.00	\$3,284
0360-8004	000	CONC PVMT (CONT REINF - CRCP) (10")	821	SY	\$52.50	\$43,103
0529-8002	000	CONC CURB (TY II)	846	LF	\$1.20	\$1,015
0531-8003	000	CONC SIDEWALKS (6")	601	SY	\$57.00	\$34,257
0531-8010	000	CURB RAMPS (TY 7)	6	EA	\$1,240.00	\$7,440
0400-8006	000	CUT & RESTORING PAV	139	SY	\$52.50	\$7,298
0506-8038	004	TEMP SEDMT CONT FENCE (INSTALL)	829	LF	\$1.65	\$1,368
0506-8039	004	TEMP SEDMT CONT FENCE (REMOVE)	829	LF	\$0.35	\$290
0666-6184	007	REFL PAV MRK TY II (W) (ARROW)	7	EA	\$30.00	\$210
0666-6192	007	REFL PAV MRK TY II (W) (WORD)	7	EA	\$30.00	\$210
0666-6178	007	REFL PAV MRK TY II (W) 8" (SLD)	1,246	LF	\$0.35	\$436
0678-8004	000	PAV SURF PREP FOR MRK (8")	1,246	LF	\$0.10	\$125
0678-8009	000	PAV SURF PREP FOR MRK (ARROW)	8	EA	\$20.00	\$160
0678-8016	000	PAV SURF PREP FOR MRK (WORD)	8	EA	\$25.00	\$200
Subtotal:						\$101,173
Drainage Improvements						
0462-8003	000	CONC BOX CULV (4 FT X 2 FT)	13	LF	\$129.00	\$1,613
0464-8005	000	RC PIPE (CL III)(24 IN)	29	LF	\$52.25	\$1,515
0402-8001	200	TRENCH EXCAVATION PROTECTION	42	LF	\$4.60	\$191
0496-8006	000	REMOV STR (HEADWALL)	4	EA	\$1,060.00	\$4,240
0496-8007	000	REMOV STR (18" PIPE)	210	LF	\$16.34	\$3,430
Subtotal:						\$10,988
SubTotal						\$112,161.72
Overhead and Profit (10%)						\$11,216
Credit items per TxDOT Plans:						
Paving Improvements						
0360-8004	000	CONC PVMT (CONT REINF - CRCP) (10")	102	SY	\$52.50	\$5,355
0260-8073	000	LIME TRT (SUBGRADE)(8")	102	SY	\$4.00	\$408
0529-8002	000	CONC CURB (TY II)	1,295	LF	\$1.20	\$1,554
0531-8003	000	CONC SIDEWALKS (6")	681	SY	\$57.00	\$38,817
Subtotal:						\$46,134
SubTotal						\$46,134.00
Grand Total						\$77,243.89
120% + Grand Total						\$92,692.67



City of Saginaw

Meeting Date: 2/2/2021

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (4)(i)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Action regarding Chapter 380 Incentive Agreement with CTI Beanmaker (500 Sansom Blvd.)

BACKGROUND/DISCUSSION:

The proposed agreement was not available at the time the packet was posted.

FINANCIAL IMPACT:

RECOMMENDATION:



City of Saginaw

Meeting Date: 2/2/2021

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (5)

E-mail: greaume@saginawtx.org

Phone: (817) 230-0324

SUBJECT:

Consideration and Action Regarding Ordinance No. 2021-05, Calling a Bond Election to be held on May 1, 2021

BACKGROUND/DISCUSSION:

Ordinance No. 2021-05 calls the Bond Election as discussed at the January 19, 2021 City Council Meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Ordinance 2021-05.

ATTACHMENTS:

Description

Certificate of Ordinance

Ordinance No. 2021-05

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
TARRANT COUNTY
CITY OF SAGINAW

We, the undersign officers of the City of Saginaw, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in a regular meeting on February 2, 2021, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Todd Flippo	Mayor
Charles Beasley	Place 1
Patrick Farr	Place 2
Valerie Junkersfield	Mayor Pro Tem/Place 3
Charles Tucker	Place 4
Cindy Bighorse	Place 5
Mary Copeland	Place 6

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS,
CALLING A BOND ELECTION TO BE HELD WITHIN THE CITY; MAKING
PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND CONTAINING
OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSE OF THIS
ORDINANCE

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. That a true, full and correct copy of the aforesaid Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of the City has approved and hereby approves the aforesaid Ordinance; and that the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Ordinance for all purposes.

SIGNED AND SEALED February 2, 2021.

City Secretary

Mayor

(CITY SEAL)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS,
CALLING A BOND ELECTION TO BE HELD WITHIN THE CITY; MAKING
PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND CONTAINING
OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSE OF THIS
ORDINANCE

Section 4. Election Officials. The appointment of the Presiding Election Judges, Alternate Judges, Early Voting Clerks, the Presiding Judge of the early ballot board and other election officials for the Election shall be made by the Elections Administrator, as applicable, in accordance with the Election Contract and the Code. The Elections Administrator may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. The City Council of the City hereby authorizes the

Mayor, the City Manager, and the City Secretary, to execute or attest on behalf of the City the Election Contract with the County.

Section 5. Voting by Mail. Applications for voting by mail for all residents of the City shall submitted by personal delivery not later than April 16, 2021, or shall be mailed to the address below and received (not postmarked) by April 20, 2021.

Applications for voting by mail for all residents of the City shall be sent as follows:

Postal Mail:	Tarrant County Elections Administration
Commercial Carrier or	2700 Premier Street
Personal Delivery	Fort Worth, Texas 76111
Telephone	817.831.8683
TDD	817.759.7801
Email	voterregistration@tarrantcounty.com

Section 6. Early Voting Ballots. An Early Voting Ballot Board shall be created to process early voting results of the Election and the Presiding Judge of the Early Voting Ballot Board shall be designated by the Elections Administrator. The Presiding Judge of the Early Voting Ballot Board shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots.

Section 7. Qualified Voters. All qualified electors of and residing in the City, shall be entitled to vote at the election.

Section 8. Propositions. At the Election the following PROPOSITIONS shall be submitted in accordance with law:

CITY OF SAGINAW, TEXAS SPECIAL ELECTION
CITY OF SAGINAW, TEXAS PROPOSITION A

Shall the City Council of the City of Saginaw, Texas, be authorized to issue and sell the bonds of said City, in one or more series or issues, in the aggregate principal amount of \$37,550,000 for the purpose of designing, constructing, reconstructing, improving, extending, expanding, upgrading and developing streets, roads, sidewalks, thoroughfares and related improvements in the City, including pedestrian right of ways, related drainage, utility relocation, signalization, landscaping, lighting, and signage; with said bonds to be issued in one or more series or issues, to mature serially or otherwise not to exceed 40 years from their date and bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the City Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said City in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

CITY OF SAGINAW, TEXAS SPECIAL ELECTION
CITY OF SAGINAW, TEXAS PROPOSITION B

Shall the City Council of the City of Saginaw, Texas, be authorized to issue and sell the bonds of said City, in one or more series or issues, in the aggregate principal amount of \$11,200,000, for the purpose of designing, constructing and equipping improvements and additions to City parks, including, trails, sports recreational facilities, senior center, parking, and related infrastructure, and the acquisition of land and interests in land necessary therefor; with said bonds to be issued in one or more series or issues, to mature serially or otherwise not to exceed 40 years from their date and bear interest at such rate or rates, not to

exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the City Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said City in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

CITY OF SAGINAW, TEXAS SPECIAL ELECTION
CITY OF SAGINAW, TEXAS PROPOSITION C

Shall the City Council of the City of Saginaw, Texas, be authorized to issue and sell the bonds of said City, in one or more series or issues, in the aggregate principal amount of \$18,700,000, for the purpose of designing, constructing and equipping a municipal library, along with related landscaping, parking and infrastructure, and the acquisition of land and interests in land necessary therefor; with said bonds to be issued in one or more series or issues, to mature serially or otherwise not to exceed 40 years from their date and bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the City Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said City in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Section 9. Ballots. The official ballots for the Election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote “FOR” or “AGAINST” the aforesaid PROPOSITIONS with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITIONS to be expressed substantially as follows:

		CITY OF SAGINAW, TEXAS SPECIAL ELECTION
		CITY OF SAGINAW, TEXAS PROPOSITION A
		)
FOR	_____	) THE ISSUANCE OF \$37,550,000 BONDS BY THE CITY OF SAGINAW,
		) TEXAS, FOR STREET AND ROAD IMPROVEMENTS IN THE CITY
AGAINST	_____	) AND LEVYING A TAX SUFFICIENT TO MAKE THE PAYMENTS OF
		) PRINCIPAL AND INTEREST THEREON.
		)

		CITY OF SAGINAW, TEXAS SPECIAL ELECTION
		CITY OF SAGINAW, TEXAS PROPOSITION B
		)
FOR	_____	) THE ISSUANCE OF \$11,200,000 BONDS BY THE CITY OF SAGINAW,
		) TEXAS, FOR IMPROVEMENTS AND ADDITIONS TO CITY PARKS,
		) INCLUDING A SENIOR CENTER, AND LEVYING A TAX SUFFICIENT
AGAINST	_____	) TO MAKE THE PAYMENTS OF PRINCIPAL AND INTEREST
		) THEREON.
		)

		CITY OF SAGINAW, TEXAS SPECIAL ELECTION
		CITY OF SAGINAW, TEXAS PROPOSITION C
		)
FOR	_____	) THE ISSUANCE OF \$18,700,000 BONDS BY THE CITY OF SAGINAW,
		) TEXAS, FOR CONSTRUCTION AND EQUIPMENT OF A MUNICIPAL
		) LIBRARY AND LEVYING A TAX SUFFICIENT TO MAKE THE
AGAINST	_____	) PAYMENTS OF PRINCIPAL AND INTEREST THEREON.
		)

Section 10. Compliance with Federal Law. In all respects, the Election shall be conducted in accordance with the Code. Pursuant to the federal Help America Vote Act (“HAVA”) and the Code, at each polling place there shall be at least one voting system that is equipped for disabled individuals, and each such voting system shall be a system that has been certified by the Texas Secretary of State as compliant with HAVA and the Code. The City hereby finds that the voting system to be used by the Elections Administrator in administering the Election is such a system, and orders that such voting equipment or other equipment certified by the Texas Secretary of State shall be used by the City in its elections.

Section 11. Debt Obligations. The following information is provided in accordance with the provisions of Section 3.009(b), Texas Election Code.

- (a) The proposition language that will appear on the ballot is set forth in Section 9 hereof.
- (b) The purpose for which the bonds are to be authorized is set forth in Section 8 hereof.
- (c) The principal amount of the debt obligations to be authorized is set forth in Sections 8 and 9 hereof.
- (d) If the bonds are approved by the voters, the City Council will be authorized to levy annual ad valorem taxes, on all taxable property in the City, sufficient, within the limits prescribed by law, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds.
- (e) Based upon the bond market conditions at the date of adoption of this Ordinance, the maximum interest rate for any series of the bonds is estimated to be 5.00%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds and notes. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds or notes, or any series thereof, may be sold.
- (f) If the bonds are approved, they may be issued in one or more series, to mature serially, over a period not to exceed 40 years from the date of issuance of each series of bonds.
- (g) The aggregate amount of the outstanding principal of the City’s debt obligations as of the date of this Ordinance is \$44,650,000.
- (h) The aggregate amount of the outstanding interest of the City’s debt obligations as of the date of this Ordinance is \$14,465,286.10.
- (i) The ad valorem debt service tax rate for the City as of the date of this Ordinance is \$0.1773 per \$100 of taxable assessed valuation.

PASSED AND APPROVED ON THIS 2ND DAY OF FEBRUARY, 2021.

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

EXHIBIT A
POLLING LOCATIONS, DATES AND HOURS



City of Saginaw

Meeting Date: 2/2/2021

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (6)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Consideration and Action regarding Council Retreat Proposal from Strategic Government Resources

BACKGROUND/DISCUSSION:

At the request of Mayor Flippo, Strategic Government Resources has submitted a proposal for a City Council Retreat. The purpose of the retreat is promote good relationships between Councilmembers and also with staff; and strengthen the Council and staff in their respective roles. The proposed retreat will be held on a Friday evening and Saturday morning. The dates for consideration are March 5-6, 2021, and March 12-13, 2021.

FINANCIAL IMPACT:

Fees are outlined in the proposal

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Proposal



Council Retreat Proposal City of Saginaw, TX

January 14, 2021

Below is a proposal for a City Council Retreat for the City of Saginaw, Texas facilitated by SGR. It is our understanding that you want this to be a retreat that will take place on, tentatively, on a Friday Evening and Saturday morning. The focus will be (1) To lead the Council to think about the principles of Good Governance as it relates to Roles, Responsibilities, and Relationships of both Council and Staff; (2) To discuss the Leadership Assessment Tool "Team Dimensions" which the participants will have completed in advance, in order to have a better understanding of the strengths that each person possesses and how to work together effectively; and (3) To lead the Council to think strategically about some of their top priorities as they think about the future in preparation for and in conjunction with the upcoming Process to Update the City's Master Plan.

The possible tentative dates for this retreat will be (1) February 19-20 (2) March 5-6 (3) March 12-13. The dates selected will depend upon the availability of the Council and the SGR Facilitator, Mike Mowery.

Anticipated Outcomes:

1. It's important to identify what is important to Council.
2. It's important to review the current mission, vision and values to insure they are still valid; if not develop new ones.
3. It's important to have agreement on the principles of good governance and the roles, responsibilities and relationships of both Council and Staff.
4. It's important to increase the Council's ability to work together effectively in the future, building upon the past and current successes of the City.
5. It's important to identify the reputational drivers for The City's future. (What do we want to be known for?)
6. It's important to have meaningful discussion on the Council's Strategic Priorities, as they prepare for the process of updating the City's Master Plan.

Proposed Approach:

Pre Retreat

7. Advance Interviews
 - a. Individually Mayor and Council
 - b. City Manager

SGR will conduct advance interviews with the Mayor, the Council, and the City Manager. The actual questions will be determined in consultation with you but will generally be open ended and designed to solicit insight into perceptions regarding the current Core Beliefs, Mission, Vision, Teamwork, and Governance Principles.

Agenda

Day 1

1. We will begin with a light dinner at 6pm.
2. The first 45 minutes (6:15-7:00) will be devoted to a power point presentation and discussion regarding the detailed specific council responses to the interviews which will have been conducted in advance with the Mayor and all of the Council members. This presentation will include all responses provided by every Council member, but in a format that maintains confidentiality as to who said what.
3. The next 120 minutes (7:00-9:00) will be devoted to a discussion of Good Governance principles. This will feature a PowerPoint presentation that gives an overview of these principles and fosters discussion with the Council.
4. We will have a brief wrap-up and adjourn for the evening at 9pm.

Day 2

5. We will start with breakfast and warm-up at 8:00 and during that time we will allow Council to reflect on any insights or questions from the previous night's discussions.
6. The next 45 minutes (8:15-9:00) would be devoted to a discussion of the Team Dimensions Assessment which participants will have completed in advance.
7. A short break will be taken from 9:00 to 9:15.
8. The next 60 minutes (9:15-10:15) would be devoted to a discussion of the "Good Governance Polarity Scale" which is a self-assessment on the current governance culture of the Council. This assessment is meant to stimulate dialogue within the Council and help them identify the things they want to improve in order to have the kind of culture they desire. Participants will complete the assessment during this time and then SGR will facilitate the discussion.
9. The next 45 minutes (10:15-11:00) would be devoted to leading the Council to think strategically about the future for The City as it relates to items such as: Infrastructure, Transportation, Economic Vitality, Diversity, Parks & Trails, Innovation, Community Involvement, Sustainability, Customer Satisfaction, Financial Health, The Arts, and Safety.
10. The next 30 minutes (11:00-11:30) would be devoted to identifying the Council's top Strategic Priorities in preparation for the upcoming process to update the City's Master Plan.
11. A fifteen minute final wrap up will conclude with adjournment at 11:45.

Cost of Services:

1. Advance Interviews: Our standard fee is \$275 per advance interview. This includes advance work with the City Manager to define the topics and questions, the actual onsite interviews, all advance interpretation and analysis, and preparation of presentation summaries.
2. Professional Services at the retreat: Our fee is \$8,000 for a full day Council Retreat. **However, as an introductory rate, we will discount this for the City of Saginaw to \$6,000.** This includes the professional fee for the retreat and all retreat preparation.
3. Team Dimensions Assessment—This will be an online assessment that participants take in advance. SGR will administrate the completion of the assessment and will electronically send the reports to the city for printing. The cost of the assessment is \$150/person.
4. The City is responsible for the printing of any documents or reports used as a part of the retreat.

Logistical Requirements

1. City will provide a meeting location and all housing, meals and break coordination and expense.
2. City will provide all AV set up, including a laptop and projector with power point capability, as well as ability to play videos with adequate sound for the entire room to hear easily.
3. City will provide two chart size, “Post It” style pads with sticky backs, six different colored large size markers (wide tip), and 50 each of 6 different colors of sticky dots.

If this agreement accurately reflects your expectations and understanding of our agreement, please execute two copies and return one to me for my files.

Accepted and Agreed to, this the _____ day of _____ 2021 by and between:

Mike Mowery
SGR
President of LD&T

Todd Flippo
City of Saginaw
Mayor

