

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, March 16, 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--Valerie Junkersfeld, Mayor Pro-Tem

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

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

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

(3) Audience Participation--On the Video Screen

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

(a) Action regarding Minutes, March 2, 2021--Janice England, City Secretary

(b) Action regarding Minutes, March 5, 2021--Janice England, City Secretary

(c) Action regarding Minutes, March 6, 2021--Janice England, City Secretary

(d) Action regarding Minutes, March 10, 2021--Janice England, City Secretary

- (e) Action Regarding Official Appointments to the City of Fort Worth Wholesale Water and Wastewater Customer Advisory Committee for FY 2021--Rick Trice, P.E., Director of Public Works
 - (f) Action Regarding Building Improvement Grant Agreement with Julien & Lambert Professional Photography (100 S. Hampshire St. #200)--Keith Rinehart, Director of Community & Economic Development
 - (g) Action regarding Retail Retention, Recruitment and Development Services Proposal with the Retail Coach--Keith Rinehart, Director of Community & Economic Development
- (5) PUBLIC HEARING - Consideration and Action regarding a Resolution of the City Council of the City of Saginaw, Texas Authorizing and Creating the Beltnill Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code on property consisting of approximately 380.9 acres and described as being all that certain lot, tract or parcel of land situated in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas, and being part of that certain called 380.90 acre tract of land described in deed in favor of CFI Farm Properties, LLC (Resolution No. 2021-10)--Gabe Reaume, City Manager/Bryn Meredith, City Attorney
- (6) Consideration and Action regarding an Escrow Agreement by and between Beltnill Saginaw, LLC, the City of Saginaw, Texas, and the City Attorney as escrow agent, governing terms and conditions for the filing of a Petition for Dissolution of the Beltnill Public Improvement District--Gabe Reaume, City Manager/Bryn Meredith, City Attorney
- (7) **Recess into Workshop**
- (8) Sister City Presentation--Abdoulie Jarju, Administrative Intern
- (9) **Reconvene Back into Regular Session**
- (10) **Executive Session-The City Council may take action on any Executive Session Item posted.**

551.071. Texas Government Code.

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

of Chapter 551, including the following items:

(a) Any Posted Item

551.087 Texas Government Code.

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

(a) Building Improvement Grant Application--1216 S. Blue Mound Road

(11) Adjournment--Valerie Junkersfeld, Mayor Pro-Tem



City of Saginaw

Meeting Date: 3/16/2021

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, March 2, 2021

BACKGROUND/DISCUSSION:

The minutes of the March 2nd City Council Meeting are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 3-2-2021

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCCLEROY BLVD.
MARCH 2, 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	Dana Shumard, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Director of Public Works	Rick Trice, P.E.
Police Chief	Lee Howell
Fire Chief	Doug Spears
Dir. of Community & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Chief Building Official	Larry Little
Code Enforcement Manager	Lisa Newsom
Senior Combination Inspector	Chris Dyer
Police Sergeant	Christine Gaytan
Police Officer	Brian Stewart

Absent from the meeting:

Library Director	Ellen Ritchie
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Visitors at the meeting:

Brack St. Clair	Kathryn Johnson
Caroline Dreese	Lee Luckeydoo
Randy Lee	Michael Orr
Ahmed Abdallah	

(1) Call to Order

Mayor Flippo called the meeting to order at 6:01 p.m. with a quorum present.

Caroline Dreese of BSA Troop 2716 lead the pledges.

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Pastor Michael Orr of the Saginaw Church of Christ gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, February 19, 2021

b. Action regarding Award of Contract for Intersection Improvements at Old Decatur Road and WJ Boaz Road

Summary: On February 18, 2020 the City Council conducted a "Mid-Term Capital Improvement Project Planning" Workshop to review projects that might be considered as short-term or interim projects leading up to the proposed 2020 Bond Election. The Old Decatur Road and WJ Boaz Intersection was identified as a candidate. On May 19, 2020, the City Council authorized an Individual Project Order with Kimley-Horn and Associates, Inc. (KHA) for the design, bidding and construction administration for the project. The project was subsequently advertised bids on January 27, 2021 and on February 24, 2021 a total of eight (8) bids were received. KHA reviewed the bids and references, and has recommended the award of the contract to GRod Construction, LLC in the amount of \$804,770.35. Funds are available from the 2020 Certificates of Obligation, Account 06-1508-20.

Councilmember Bighorse requested that Item 4b be considered separately.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Item 4a 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

The Council then considered Item 4b. Director of Public Works Trice briefly explained the recommended award of contract.

Motion was made by Councilmember Bighorse with a second by Mayor Pro-Tem Junkersfeld to approve Item 4b 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) Consideration and Action regarding a Recommendation from the Planning and Zoning Commission for a Request for a Specific Use Permit to allow the operation of a Smoke Shop on Property located at Lot 2RA, Block A (1453 N. Saginaw Blvd. Ste. 110) of the Saginaw Retail Center (Ordinance No. 2021-08) (Public Hearing held and Item tabled at 2-19-2021 City Council Meeting)

Motion was made by Councilmember Copeland with a second by Councilmember Beasley to approve Ordinance No. 2021-08, approving a Specific Use Permit to allow the operation of a Smoke Shop on property located at 1453 N. Saginaw Blvd., Ste. 110. Motion carried. 6-1-0-0

For Mayor Flipppo, Councilmembers
Beasley, Farr, Tucker, Bighorse, and Copeland

Against: Mayor Pro-Tem Junkersfeld

Abstain: None

Absent: None

- (6) Consideration and Action regarding Resolution No. 2021-09, Adopting the Fiscal Year 2020-2021 Annual Strategic Project List and Work Plan (Item tabled at 2-19-2021 City Council Meeting)

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve Resolution No. 2021-09, adopting the Fiscal Year 2020-2021 Annual Strategic Project List and Work Plan as presented. Motion carried. 5-2-0-0

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

Against: Councilmembers Tucker and Bighorse

Abstain: None

Absent: None

- (7) Political Advertising Rules associated with City Bond Election

City Attorney Meredith gave a brief overview of political advertising rules. He emphasized that the expenditure of public funds for advocacy is prohibited. The City can only publish factual information that doesn't advocate for or against.

- (8) Presentation and Review of Tarrant County Bond Program

City Engineer Shumard gave an overview of the Tarrant County Bond Program scheduled for a November 2021 Election. She explained that following review of projects, a total of five projects are recommended for submittal for the 50% match funding. Those projects are the three phases of Knowles Drive and the two phases of West McLeroy Boulevard. Other potential projects were briefly discussed. The Council concurred with the recommended five projects.

(9) Lobbyist Engagement Agreement and Update with respect to the Texas National Guard property

Motion was made by Councilmember Farr with a second by Councilmember Bighorse to engage the lobbyist with a six month backstop until we get feedback from both Senators (Ted Cruz and John Cornyn) and one member of Congress (Kay Granger) as mentioned. Motion carried. 6-1-0-0

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

Against: Councilmember Beasley

Abstain: None

Absent: None

(10) 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—100 S. Hampshire St., #200
- b. Western Center PID Incentive

Mayor Flipppo declared the meeting recessed into Executive Session at 7:49 p.m.

Councilmember Beasley left the meeting at this point.

Councilmember Farr left just prior to the meeting being back in Regular Session.

Mayor Flipppo declared the meeting back in Regular Session at 8:19 p.m.

(11) Adjournment

Motion was made by Councilmember Bighorse with a second by Mayor Pro-Tem Junkersfeld to adjourn the meeting. Motion carried unanimously. 6-0-0-2

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

Against: None

Abstain: None

Absent: Councilmembers Beasley and Farr

Mayor Flippo declared the City Council Meeting of March 2, 2021 adjourned at 8:20 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 3/16/2021

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(b)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, March 5, 2021

BACKGROUND/DISCUSSION:

The minutes of the City Council Workshop held on March 5, 2021 are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 3-5-2021

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL WORKSHOP
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MARCH 5, 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 Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
City Secretary	Janice England

Absent from the meeting:

None

Visitors at the meeting:

Mike Mowery
Nicky Lawson
Sheri Hart
Brack St. Clair

(1) Call to Order

Mayor Flippo called the meeting to order at 6:19 p.m. with a quorum present. He expressed his appreciation to everyone for attending and participating in the workshops tonight and tomorrow.

(2) Core Beliefs, Mission, Vision, Teamwork, and Governance Principles

Mr. Mike Mowery of Strategic Government Resources led the group in discussions of governance and how it applies to the City Council. Leadership roles and challenges to effective teamwork and governance were also discussed.

Mayor Flippo declared the meeting recessed at 7:25 p.m.

Mayor Flippo declared the meeting back in session at 7:35 p.m.

The discussion of effective governance continued. The roles and responsibilities of the members of the City Council were discussed.

(3) Adjournment

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

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of March 5, 2021 adjourned at 9:02 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 3/16/2021

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(c)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, March 6, 2021

BACKGROUND/DISCUSSION:

The minutes of the City Council Workshop held on March 6, 2021 are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 3-6-2021

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL WORKSHOP
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MARCH 6, 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 Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
City Secretary	Janice England

Absent from the meeting:

None

Visitors at the meeting:

Mike Mowery
Brack St. Clair
Nicky Lawson

(1) Call to Order

Mayor Flippo called the meeting to order at 8:02 a.m. with a quorum present.

(2) Core Beliefs, Mission, Vision, Teamwork, and Governance Principles

Mr. Mike Mowery of Strategic Government Resources led the group in reviewing and discussing the Individual Assessments and Team Dimensions Profile Reports.

Mayor Flippo declared the meeting recessed at 9:07 a.m.

Mayor Flippo declared the meeting back in session at 9:20 a.m.

The “Effective Governance Polarity Scale” was completed by members of the City Council. The results were discussed. The strengths and weaknesses were discussed.

Mayor Flippo declared the meeting recessed at 10:28 a.m.

Mayor Flippo declared the meeting back in session at 10:35 a.m.

Mr. Mowery explained strategic vision and the process for preparing and adopting a strategic plan. The group considered what newspaper headlines regarding Saginaw might look like in the year 2040.

(3) Adjournment

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

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of March 6, 2021 adjourned at 11:50 a.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 3/16/2021

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(d)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, 3-10-2021

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on March 10, 2021 are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

Minutes, 3-10-2021

**CITY OF SAGINAW
MINUTES OF SPECIAL CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MARCH 10, 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 Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
City Secretary	Janice England
Finance Director	Kim Quin
Police Chief	Lee Howell
Fire Chief	Doug Spears
Fire Division Chief	Scott Craver
Director of Public Works	Rick Trice, P.E.
Director of Human Resources	Melanie McManus
Director of Comm. & Eco. Dev.	Keith Rinehart
Library Director	Ellen Ritchie

Absent from the meeting:

None

Visitors at the meeting:

Mary Ragle	Ayaub Job Kahondogoro
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(1) Call to Order

Mayor Flippo called the meeting to order at 1:00 p.m. with a quorum present.

Mayor Flippo stated that Items 2 and 3 are related so both will be discussed and considered together.

- (2) Discussion and Possible Action concerning Activities Associated with the Impact of the Coronavirus (COVID19) on Saginaw Citizens, Businesses, and City of Saginaw Government Operations
- (3) Discussion and Possible Action concerning the City of Saginaw's Health and Safety Policy for City of Saginaw Buildings and Facilities

Mayor Flippo stated that last week Governor Abbott rescinded the state's mask order effective today. He explained that yesterday the Tarrant County Commissioner's Court took action to extend their mask mandate until May 25, 2021. He added that several Tarrant County cities have done the same with many more planning to do so. He explained that the City can only mandate the requirement of masks for employees and guests in city facilities; and for large outdoor gatherings of over one hundred (100) people. He added that one reason for the extension of the mask order is to allow additional time for more residents to be vaccinated.

City Manager Reaume recommended that the City Council take action to follow the same guidelines as Tarrant County. He explained that the only outdoor gatherings that should be affected would be the Farmer's Market. He added that he has contacted Community Link Mission and they are aware of the guidelines and plan to require masks at the Farmer's Market this Saturday. Fire Chief Spears agreed with the recommendation to require masks for city employees and guests inside city facilities. City Manager Reaume added that the Eagle Mountain-Saginaw Independent School District will be requiring teachers and students to wear masks. He also recommended no large senior group activities be allowed for the duration of the extended mask mandate. He stated that small group activities have been taking place and those will continue with ten to fifteen participants socially distanced at the Recreation Center.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Farr to recognize Tarrant County Judge Glen Whitley's executive order and require that face masks be worn in all Saginaw facilities and at all outdoor gatherings of more than one hundred (100) people through May 25, 2021 unless terminated by the City Council before that date. 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

(4) Adjournment

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

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of March 10, 2021 adjourned at 1:15 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 3/16/2021

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

Agenda Items: (4)(e)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action Regarding Official Appointments to the City of Fort Worth Wholesale Water and Wastewater Customer Advisory Committee for FY 2021

BACKGROUND/DISCUSSION:

The City of Saginaw participates in the City of Fort Worth Wholesale Water and Wastewater Customer Advisory Committee as a wholesale customer. The committee serves the purpose of providing and sharing information pertinent to wholesale customers of Fort Worth as well as water and wastewater service providers. The City of Fort Worth requests that we formally appoint a voting member and alternate to the committee.

Staff recommends that Ricky Trice, Public Works Director be appointed as the voting member and that Randy Newsom, Operations Superintendent be appointed as the alternate member.

FINANCIAL IMPACT:

N.A.

RECOMMENDATION:

Staff recommends that Ricky Trice, Public Works Director be appointed as the voting member and that Randy Newsom, Assistant Director of Public Works be appointed as the alternate member.

ATTACHMENTS:

Description

CFW Appointment Form



APPOINTMENT FORM
Wholesale Water and Wastewater Customer Advisory Committee

DATE: _____

WHOLESALE CUSTOMER: _____

Check all that apply: ☐ Water ☐ Wastewater

The following individuals have been officially appointed by the **CUSTOMER's GOVERNING BODY**, under the terms of the Wholesale Contract for Services as the **VOTING MEMBER** and **ALTERNATE** for the Water and/or Wastewater System Advisory Committee. The term is for the Fiscal Year beginning October 1, 2020 through September 30, 2021.

Voting Member:

Alternate Member

Name

Name

Title

Title

Office Phone

Office Phone

Cell Phone

Cell Phone

Email Address

Email Address

Mailing Address:

Mailing Address:

Signature of Mayor/Board President

Official Seal

Please complete and return as soon as possible, but no later than December 31, 2020
to: WaterWholesale@fortworthtexas.gov

or

City of Fort Worth Water Utility
Billing Section/Wholesale
P. O. Box 870
Fort Worth, Texas 76101



City of Saginaw

Meeting Date: 3/16/2021

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 Julien & Lambert Photography for the property on 100 S. Hampshire Street #200.

BACKGROUND/DISCUSSION:

On Tuesday, March 2, 2021, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during February 2021 by Julien & Lambert Photography regarding to their property located at 100 S. Hampshire St #200. 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:

N/A

ATTACHMENTS:

Description

Council Communique and 380 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 – March 16, 2021

ITEM:

Action Regarding Building Improvement Grant Agreement with Julien & Lambert Photography for the property on 100 S. Hampshire Street #200.

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

On Tuesday, March 2, 2021, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during February 2021 by Julien & Lambert Photography regarding to their property located at 100 S. Hampshire St #200. 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 and Chapter 380 Agreement

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

Thank you,

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

Keith C. Rinehart, Director of Community & Economic Development

Building Improvement Grant Program Agreement

This Building Improvement Grant Program Agreement ("Agreement") is made by and between the City of Saginaw (the "City") and Julien & Lambert Professional Photography ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner of property located at 100 S. Hampshire Street #200, 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:

Julien & Lambert Professional Photography
Attn: Malinda Julien
100 S. Hampshire 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

4	Enhancements	Total Cost	Policy Max %	Policy Max \$	Amount Requested	Amount Approved
A	Façade: (Section 4.3)	-	-	-	-	-
B	Interior Renovation: (Section 4.4)	\$20,154.38	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	<u>Describe any planned Non-Grant Enhancements:</u> Remarketing parking, continual interior					

B.I.G. Application

1 PROJECT INFORMATION				
A	Property Address: 100 South Hampshire Street #200			
B	Estimated Begin Work Date: ASAP	Estimated Completion Date: ASAP		
C	Years in business at this location: 1+ year (moved from 730 South Saginaw Blvd in Saginaw)			
D	Reason for requesting grant: Enhancements to the interior renovation that included HVAC and Insulation.			
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

6	GRANT PRIORITIES			
	Yes	No	Preferred Area / Business?	Notes
A	X		Transportation Corridors including: Saginaw Blvd and McLeroy Blvd	• 100 S. Hampshire is located facing West McLeroy Blvd and is two blocks from Saginaw Blvd.
B	X		Downtown	• Center of Town
C	X		Retail	• Commercial / Personal Photo & Broadcast Studio
D		X	Restaurants	
E		X	Professional Office	
F		X	Industrial and manufacturing	
G	X		Any sales-tax generating business	
6	ATTACHMENTS / EXHIBITS			
	Yes	No	Item	Notes
A	X		Ownership documentation	
B	X		Photos of existing condition	
C	X		Drawings, renderings, plans of the proposed enhancements	
D	X		Written description of enhancements including building materials and color schemes	
E	X		Construction cost estimate	• Included
F	X		Copy of the signed lease agreement	• Included
G	C		Written support of grant application from the owner	• Included

OWNERSHIP AND TAX VERIFICATION

Property Location:
100 South Hampshire Street #200

TARRANT COUNTY, TEXAS

Property Tax Record

NEW SEARCH

Account: 0001431439
 APN: 00992014
 Locality: 000120 S WAMPBRO ST STE 200
 Legal: GUARANTEED FOUNDATION FUNDN P
 Owner: TARRANT COUNTY
 Owner's Phone: 817761 3434
 Tax Map: 104 00000000
 ALECO TX 76089-1912

Franchise Fee: 0.000
 Tax Status: 0
 Previous Asses: 61.150
 Sub Fee: 0
 Del. State: NONE
 Del. City: NONE
 Multi: 0

2020 Values
 Parcel: 214146
 2020 Exemptions
 Devaluing District Accounts
 04/09/2010 TC

"In keeping with Texas Tax Code Section 25.627, this website does not indicate that a property owner is 65 years of age or older."

VIEW TAX INFORMATION (EXTERNAL LINK)

DISCLAIMER

Neither this site being provided as a comprehensive or infallible source of information. Tarrant County does not constitute an endorsement or a statement of Tarrant County of any of the products, services or companies of the government or organization or individual. Tarrant County does not be responsible for the accuracy, legibility or content of the material seen or any of the information (links, connected to various links for purposes to establish legitimacy to contact).

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-STATEMENT

PRIOR YEARS

E-STATEMENT

PAPERLESS

Year	Unit	Levy Amount	Amount Paid	Levy Due	Penalty	Interest	Tot Penalty	Total Due	Receipt date
2020	021	57.50	0.00	57.50	3.45	0.50	4.00	62.95	02/23/21
2020	220	29.38	0.00	29.38	1.78	0.30	0.50	31.44	04/01/21
2020	221	29.15	0.00	29.15	1.78	0.30	0.50	31.73	04/01/21
2020	225	16.35	0.00	16.35	0.98	0.16	0.50	17.49	07/17/21
2020	910	187.89	0.00	187.91	11.27	1.10	13.54	201.66	06/01/21
2020	911	110.19	0.00	110.19	6.61	0.51	7.72	117.52	06/01/21

Page 1 of 1

TAD – PROPERTY VALUATION

Property Location:
100 South Hampshire Street #200

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
2021	\$0 (Pending)	\$0 (Pending)
2020	\$11,416	\$11,416
2019	\$11,416	\$11,416
2018	\$11,416	\$11,416
2017	\$11,416	\$11,416
2016	\$11,416	\$11,416

This property has a 2020 Appraised Value of **\$11,416**
2021 Appraised Value is "pending"

EXHIBIT “B”

BUILDING IMPROVEMENT GRANT POLICY

Saginaw, Texas

Building Improvement Grant Policy

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

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

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

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

Section 1.

Introduction & Goals

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

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

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

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

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

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

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

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

Section 2.

Definitions

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

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

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

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

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

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

City: The City of Saginaw, Texas.

City Council: The City Council of the City.

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

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

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

Enhancements: Shall be as defined in Section 4 herein.

Façade: Shall mean the exterior of a building.

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

Policy: Shall mean this Building Improvement Grant Policy.

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

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

Staff: The City Manager or their designee.

Section 3.

Eligibility

The following Properties and Businesses are eligible to receive Grants.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.

Enhancements

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

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

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

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

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

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

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

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

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

4.8. Pedestrian Amenities: The following are Eligible Enhancements:

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

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

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

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

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

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

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

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

4.10. Code Compliance: The following are Eligible Enhancements:

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

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

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

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

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

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

Section 5.

Grant Priorities

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

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

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

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

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

Section 6.

Administrative Procedures

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

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

Applicants should contact the following to set up a meeting.

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

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

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

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

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

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

6.3.1. Review Criteria:

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

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

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

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

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

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

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

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

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

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

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

Section 7.

Applicant / Owner Certifications

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

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

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

Section 8.

General Provisions

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

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City of Saginaw

Meeting Date: 3/16/2021

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

Agenda Items: (4)(g)

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:

Action regarding Retail Retention, Recruitment and Development Services Proposal with the Retail Coach

BACKGROUND/DISCUSSION:

In March 2020, the City of Saginaw entered into a contract with The Retail Coach to provide assistance with Retail Retention, Recruitment and Development Services. It was a one year agreement with the option to renew for an additional year.

Even considering the Pandemic our country has been in this past year that began in March 2020, significant progress has been made with the recruitment of potential retail and restaurants. The proposed is to renew the agreement with The Retail Coach to provide assistance with Retail Retention, Recruitment and Development Services for one (1) additional year.

FINANCIAL IMPACT:

The financial impact is a fee of \$20,000, plus reimbursable expenses. This expenditure will be covered by funds within the existing economic development budget.

RECOMMENDATION:

Upon the advice of the City Attorney, staff recommends the City Council authorize the City Manager to enter into an agreement under the terms of the proposal.

ATTACHMENTS:

Description

Proposal-Year 2

Optional Contract Extensions

Because we believe retail recruitment is an ongoing process, and not an event, we offer the ability to extend a standard project agreement for up to two additional years. Your agreement can be extended at any time to ensure you have the tools and resources you need to successfully recruit retailers.

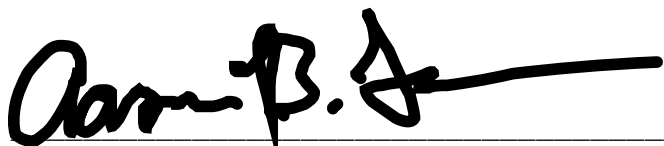
Annual Contract Extension

\$20,000/yr.

Extends your agreement by an additional 12 months from previous contract execution. During that 12 month period, you will continue to receive the following:

- Updated Research, Analysis, and Reports
- Continued Recruitment of Retailers and Developers
- Coaching and Support from the The Retail Coach Team
- Designated Point of Contact for Recruitment and Data Needs
- Access to GIS Mapping and Data Resources

Year 2 Acceptance - Signatures

 3/5/21

Aaron Farmer, President, The Retail Coach, LLC.

Payments:

- \$10,000 upon execution
- \$10,000 in 90 days

City of Saginaw



City of Saginaw

Meeting Date: 3/16/2021

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (5)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

PUBLIC HEARING - Consideration and Action regarding a Resolution of the City Council of the City of Saginaw, Texas Authorizing and Creating the Belmill Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code on property consisting of approximately 380.9 acres and described as being all that certain lot, tract or parcel of land situated in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas, and being part of that certain called 380.90 acre tract of land described in deed in favor of CFI Farm Properties, LLC (Resolution No. 2021-10)

BACKGROUND/DISCUSSION:

The purpose of this item is to hold the public hearing and take action on the resolution regarding the authorization and creation of the Belmill Public Improvement District.

Per the Texas Local Government Code, the public hearing notice was published in the Fort Worth Star Telegram on February 26, 2021, and sent by certified mail to the property owners on February 26, 2021. It was also posted on the City's website and at City Hall on the same date.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

Resolution 2021-10

CITY OF SAGINAW, TEXAS

RESOLUTION NO. 2021-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS AUTHORIZING AND CREATING THE BELTMILL PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Saginaw, Texas (the “*City*”), is authorized under Chapter 372 of the Texas Local Government Code (the “*Act*”), to create a public improvement district within the corporate limits of the City; and

WHEREAS, on January 19, 2021, Beltmill Saginaw, LLC (the “*Petitioner*”) submitted and filed with the City Secretary of the City a petition (the “*Petition*”) requesting the establishment of a public improvement district for property within the corporate limits of the City; and

WHEREAS, the Petition requested the creation of the Beltmill Public Improvement District (the “*District*”), which District is located within the corporate limits of the City and more particularly depicted in Exhibit A and described by metes and bounds in Exhibit B (the “*Property*”) each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the “*City Council*”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Fort Worth Star-Telegram*, a newspaper of general circulation in the City, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, opened a public hearing on the advisability of the improvements on March 16, 2021, and after all interested parties were given the opportunity to speak, the City Council closed the public hearing.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on March 16, 2021, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of property within the District, which Authorized Improvements will include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (5) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (7) design, construction and other allowed costs related to special supplemental services for improvement and promotion of the District, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (8)

payment of expenses incurred in the establishment, administration and operation of the District; and (9) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

(c) Estimated Costs of the Authorized Improvements and Apportionment of Costs.

The estimated total costs to design, acquire, and construct the Authorized Improvements, including payment of expenses to finance such public improvement projects such as eligible legal and financial fees and expenses incurred in the establishment, administration and operation of the District, is \$10,000,000, which costs shall be paid by assessments levied on the Property within the District. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property. The developer of the Property (the “*Developer*”) may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

(d) Boundaries of the District. The District is proposed to include approximately 115.432 acres of land generally located north of Bailey Boswell Road, west of Wagley Robertson Road and east of Burlington Northern - Santa Fe Railroad and as more particularly depicted in Exhibit A attached hereto, and as more properly described in the metes and bounds in Exhibit B attached hereto.

(e) Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).

(f) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Beltnill Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the *Fort Worth Star-Telegram*, a newspaper of general circulation in the City. Effective upon the publication of such notice, the District shall be established.

Section 6. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Section 7. This Resolution shall take effect immediately from and after its passage and publication as required by law.

[EXECUTION PAGE FOLLOWS]

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
SAGINAW THIS THE 16TH DAY OF MARCH 2021.**

CITY OF SAGINAW

TODD FLIPPO, MAYOR

ATTEST:

JANICE ENGLAND, CITY SECRETARY

EXHIBIT A
Property Depiction

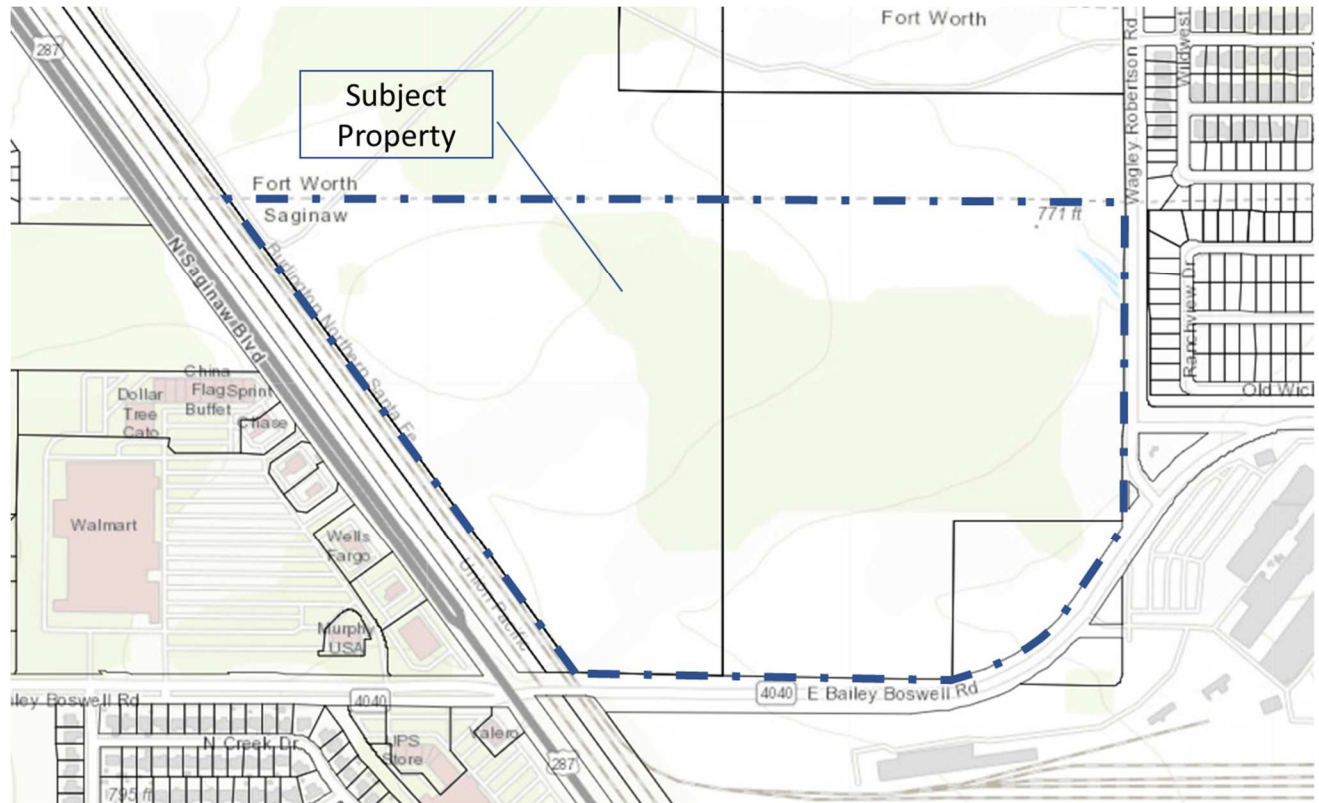


EXHIBIT B
Metes and Bounds Description of the Property
115.432 ACRES

Being all that certain lot, tract or parcel of land situated in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas, and being part of that certain called 380.90 acre tract of land described in deed in favor of CFI Farm Properties, LLC, recorded in Instrument Number D209083859 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at an axle found on the easterly line of said 380.90 acre tract at the southwest corner of that certain called 317.63 acre tract of land described in deed in favor of Clarence Sloan, recorded in Volume 1622, Page 102 of the Deed Records of Tarrant County, Texas;

THENCE N 89°55'00" E, 712.44 feet with the easterly line of said 380.90 acre tract and the south line of said 317.63 acre tract to a 3/8" rebar found at the most southerly southeast corner of said 617.63 acre tract and being the northwest corner of Lot 7-R, Block A of the B. Thomas Addition, an addition to Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 5610 (Document Number D200017631) of the Plat Records of Tarrant County, Texas;

THENCE S 48°40'00" E, continuing with the east line of said 380.90 acre tract and the west line of said Lot 7-R, passing the southwest corner thereof and the northwest corner of Lot 6-R of said B. Thomas Addition, continuing with the west line thereof a distance of 1257.47 feet to the southeast corner thereof and being the southwest corner of Lot 5-R of said B. Thomas Addition, and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of William V. Sloan and June Perner Sloan, recorded in Volume 4338, Page 81 of the Deed Records of Tarrant County, Texas;

THENCE S 00°48'00" E, 537.46 feet continuing with the easterly line of said 380.90 acre tract and the west line of said 25 acre tract to a 3/4" steel rod found at the southwest corner of said 25 acre tract and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of CFI Farm Properties, LLC, recorded in Instrument Number D209083861 of the Real Property Records of Denton County, Texas;

THENCE N 89°50'10" E, with the south line of said 25 acre Sloan tract and the north line of said 25 acre CFI tract, passing at 1995.4 feet a 1" rebar found for witness on the west line of Wagley Robertson Road, A.K.A. County Road 4108, continuing a total distance of 2027.79 feet to the southeast corner of said 25 acre Sloan tract and the northeast corner of said 25 acre CFI tract;

THENCE S 00°37'30" E, with the east line of said 25 acre CFI tract in said Wagley Robertson Road, passing the southeast corner thereof and the most easterly northeast corner of said 380.90 acre tract, continuing with the east line thereof a distance of 1056.04 feet to a magnetic nail found at the POINT OF BEGINNING;

THENCE S 00°37'30" E, 1197.00 feet continuing with the east line of said 380.90 acre tract in said Wagley Robertson Road to a 1/2" capped rebar set (McAdams) at the north line of East Bailey Boswell Road, being the northeast corner of that certain called 3.318 acre tract of land described

in right-of-way deed in favor of the City of Saginaw, Texas, recorded in Instrument Number D198013681 of the Official Public Records of Tarrant County, Texas;

THENCE S 33°04'55" W, 345.29 feet with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to a 1/2" capped rebar set (McAdams) at the beginning of a curve to the left;

THENCE continuing with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract with the arc of said curve to the left having a radius of 795.00 feet, a central angle of 56°44'17" and an arc length of 787.26 feet, whose chord bears S 61°27'03" W, 755.49 feet to a 1/2" rebar found at a point of tangency;

THENCE S 89°49'10" W, 660.43 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to a 1/2" capped rebar set (McAdams) at the southeast corner of that certain called 0.423 acre tract of land described in Easement and Right-of-Way Agreement in favor of the City of Saginaw, recorded in Instrument Number D217022485 of the Official Public Records of Tarrant County, Texas;

THENCE N 00°10'50" W, 12.00 feet continuing with the north line of said East Bailey Boswell Road and the east line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the northeast corner thereof;

THENCE S 89°49'10" W, 65.00 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at an angle point;

THENCE N 84°42'10" W, 175.17 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the beginning of a curve to the left;

THENCE continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract with the arc of said curve to the left having a radius of 1038.00 feet, a central angle of 05°43'25" and an arc length of 103.69 feet, whose chord bears N 87°33'52" W, 103.65 feet to a 1/2" capped rebar set (McAdams) at a point of tangency;

THENCE S 89°34'25" W, 341.34 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the northwest corner of said 0.423 acre tract, being on the east of the Fort Worth and Denver Railroad as evidenced in Volume 3299, Page 285 of the Deed Records of Tarrant County, Texas, and being on the west line of said 380.90 acre tract;

THENCE N 36°58'20" E, 2216.89 feet with the east line of said Fort Worth and Denver Railroad and the west line of said 380.90 acre tract to a 1/2" capped rebar found (Peleton);

THENCE N 89°12'40" E, 3517.44 feet to the POINT OF BEGINNING and containing approximately 115.432 acres of land.

Bearings based Texas Coordinate System, North Central Zone (4202), NAD '82.



City of Saginaw

Meeting Date: 3/16/2021

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (6)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Consideration and Action regarding an Escrow Agreement by and between Beltmill Saginaw, LLC, the City of Saginaw, Texas, and the City Attorney as escrow agent, governing terms and conditions for the filing of a Petition for Dissolution of the Beltmill Public Improvement District

BACKGROUND/DISCUSSION:

The purpose of this item is for consideration of the Escrow Agreement.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

Escrow Agreement

Petition for Dissolution

ESCROW AGREEMENT

DATE: March 16, 2021
OFFICE: Bryn Meredith
City Attorney, City of Saginaw
RE: Creation of Saginaw Beltmill Public Improvement District

This Escrow Agreement (this "Agreement") is entered into on the date set forth above by and between Beltmill Saginaw, LLC, a Texas limited liability company (the "Owner"), the City of Saginaw, Texas, acting through its City Council ("City"), and Bryn Meredith, City Attorney for the City ("Escrow Agent").

AGREEMENT

This Agreement shall constitute the irrevocable escrow instructions of the Owner and City to Escrow Agent in connection with the above-referenced matter.

1. Delivery of Escrow Documents. In connection with the City of Saginaw adopting *Resolution No. _____ Authorizing and Creating the Saginaw Beltmill Public Improvement District ("Beltmill PID")*, the Owner executed a *Petition for Dissolution of Saginaw Beltmill Public Improvement District* (the "Owner Petition") attached hereto as Exhibit A and incorporated herein by reference for all purposes.
2. In the event the City Council of the City has not authorized the City to execute an amended development agreement regarding the Property within eight months of the date hereof, the Escrow Agent is authorized to date the attached Owner Petition and file it with the City Secretary of the City.
3. In the event, (i) Owner has not contracted to construct the Authorized Improvements (as defined in the Owner Petition) to serve any of the land in Beltmill PID within eighteen months of the date hereof, (ii) no bonds secured by public improvement district assessments have been issued, and (iii) upon request either by Owner or the City, you are authorized to date the attached Owner Petition and file it with the City Secretary of the City.
4. For the purposes of the Owner Petition, each event described in paragraphs 2 and 3 shall be referred to as a "Qualifying Event."
5. In the event Owner should sell all or a portion of the Property prior to the time it contracts to construct the Authorized Improvements, Owner shall require the purchaser of such land to file with Escrow Agent a petition identical to the Owner Petition relative to the land it has purchased and execute an amendment to this Escrow Agreement adding such new landowner as a party.
6. Owner and City hereby agree, to the extent allowed by law, to indemnify, protect, save and hold harmless Escrow Agent, its successors, and agents from and against, any and all liabilities, obligations, losses, damages, claims, actions, suits, costs, or expenses (including attorneys' fees) of whatsoever kind or nature imposed on, incurred by, or asserted against Escrow Agent which in any way relate to, or arise out of, the execution and delivery of this Agreement and any action taken hereunder; provided, however, the parties hereto shall have no obligation to indemnify, save and hold harmless Escrow Agent, its successors, and agents from any liability incurred by, imposed upon, or asserted against it for its own willful misconduct or gross negligence.

7. Escrow Agent may resign at any time provided not less than sixty (60) days prior notice is received by the parties hereto.
8. This Agreement cannot be amended or modified without the written approval of all parties to this Escrow Agreement and the written consent of Escrow Agent.
9. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by, and construed in accordance with the laws of the State of Texas; and the performance of all obligations, shall be in Tarrant County, Texas.
10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED and effective as of the date first set forth above (the "Effective Date").

[SIGNATURE PAGES TO FOLLOW]

CITY OF SAGINAW, TEXAS

By: _____

Name: _____

Its: _____

ATTEST:

By: _____
Janice England, City Secretary

BELTMILL SAGINAW, LLC,
a Texas limited liability company

By: 
Name: Don Allen
Title: Secretary

ESCROW AGENT:

Bryn Meredith

EXHIBIT A

**OWNER EXECUTED PETITION FOR DISSOLUTION OF
SAGINAW BELTMILL PUBLIC IMPROVEMENT DISTRICT**

**PETITION FOR DISSOLUTION OF
SAGINAW BELTMILL PUBLIC IMPROVEMENT DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF SAGINAW, TEXAS:

COMES NOW Beltmill Saginaw, LLC, a Texas limited liability company (the “Owner”), the owner of certain taxable real property, and pursuant to Chapter 372, Texas Local Government Code, as amended (the “Act”), who hereby petitions the City of Saginaw, Texas (“City”), to conduct a hearing on this Petition, pursuant to Section 372.011 of the Act, to dissolve Saginaw Beltmill Public Improvement District (the “District”). In support of same, Owner would respectfully show the following:

I.

The District was created by Resolution No. _____ adopted by the City Council on March 16, 2021. The property comprising the District (the “Property”) is more particularly described in **Exhibit A** and depicted in **Exhibit B**, both of which are attached hereto and are incorporated by reference herein.

II.

The general nature of the public improvements include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (5) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (7) design, construction and other allowed costs related to special supplemental services for improvement and promotion of the District, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (8) payment of expenses incurred in the establishment, administration and operation of the District; and (9) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the “Authorized Improvements”).

III.

The estimated total cost to design, acquire, and construct the proposed Authorized Improvements is \$10,000,000.

IV.

On March 16, 2021, the Owner and the City entered into an escrow agreement in connection with the creation of the District (the "Escrow Agreement"). As of the effective date of this Petition, one or more of the Qualifying Events (as defined in the Escrow Agreement) has occurred and the undersigned now wishes to dissolve the District.

V.

Since one or more of the Qualifying Events has occurred, the undersigned hereby requests, pursuant to the provisions of Section 372.011 of the Act; that the City conduct the necessary hearing and, upon the conclusion of such hearing, dissolve the District.

VI.

The persons or entities (through authorized representatives) signing this Petition (and any other Petition similarly filed with the City) are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who (a) constitute more than fifty percent (50%) of all record owners of property that are liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

VII.

This Petition will be filed with the City Secretary, City of Saginaw, Texas.

[SIGNATURE PAGES FOLLOW]

EXECUTED this 10 day of Feb., 2021, to be effective as of

_____.

BELTMILL SAGINAW, LLC,
a Texas limited liability company

By: 

Name: Don Allen

Title: Secretary

Exhibit A

METES AND BOUNDS DESCRIPTION 115.432 ACRES

Being all that certain lot, tract or parcel of land situated in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas, and being part of that certain called 380.90 acre tract of land described in deed in favor of CFI Farm Properties, LLC, recorded in Instrument Number D209083859 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at an axle found on the easterly line of said 380.90 acre tract at the southwest corner of that certain called 317.63 acre tract of land described in deed in favor of Clarence Sloan, recorded in Volume 1622, Page 102 of the Deed Records of Tarrant County, Texas;

THENCE N 89°55'00" E, 712.44 feet with the easterly line of said 380.90 acre tract and the south line of said 317.63 acre tract to a 3/8" rebar found at the most southerly southeast corner of said 317.63 acre tract and being the northwest corner of Lot 7-R, Block A of the B. Thomas Addition, an addition to Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 5610 (Document Number D200017631) of the Plat Records of Tarrant County, Texas;

THENCE S 48°40'00" E, continuing with the east line of said 380.90 acre tract and the west line of said Lot 7-R, passing the southwest corner thereof and the northwest corner of Lot 6-R of said B. Thomas Addition, continuing with the west line thereof a distance of 1257.47 feet to the southeast corner thereof and being the southwest corner of Lot 5-R of said B. Thomas Addition, and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of William V. Sloan and June Perner Sloan, recorded in Volume 4338, Page 81 of the Deed Records of Tarrant County, Texas;

THENCE S 00°48'00" E, 537.46 feet continuing with the easterly line of said 380.90 acre tract and the west line of said 25 acre tract to a 3/4" steel rod found at the southwest corner of said 25 acre tract and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of CFI Farm Properties, LLC, recorded in Instrument Number D209083861 of the Real Property Records of Denton County, Texas;

THENCE N 89°50'10" E, with the south line of said 25 acre Sloan tract and the north line of said 25 acre CFI tract, passing at 1995.4 feet a 1" rebar found for witness on the west line of Wagley Robertson Road, A.K.A. County Road 4108, continuing a total distance of 2027.79 feet to the southeast corner of said 25 acre Sloan tract and the northeast corner of said 25 acre CFI tract;

THENCE S 00°37'30" E, with the east line of said 25 acre CFI tract in said Wagley Robertson Road, passing the southeast corner thereof and the most easterly northeast corner of said 380.90 acre tract, continuing with the east line thereof a distance of 1056.04 feet to a magnetic nail found at the POINT OF BEGINNING;

THENCE S 00°37'30" E, 1197.00 feet continuing with the east line of said 380.90 acre tract in said Wagley Robertson Road to a 1/2" capped rebar set (McAdams) at the north line of East Bailey Boswell Road, being the northeast corner of that certain called 3.318 acre tract of land described in right-of-way deed in favor of

the City of Saginaw, Texas, recorded in Instrument Number D198013681 of the Official Public Records of Tarrant County, Texas;

THENCE S 33°04'55" W, 345.29 feet with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to a 1/2" capped rebar set (McAdams) at the beginning of a curve to the left;

THENCE continuing with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract with the arc of said curve to the left having a radius of 795.00 feet, a central angle of 56°44'17" and an arc length of 787.26 feet, whose chord bears S 61°27'03" W, 755.49 feet to a 1/2" rebar found at a point of tangency;

THENCE S 89°49'10" W, 660.43 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to a 1/2" capped rebar set (McAdams) at the southeast corner of that certain called 0.423 acre tract of land described in Easement and Right-of-Way Agreement in favor of the City of Saginaw, recorded in Instrument Number D217022485 of the Official Public Records of Tarrant County, Texas;

THENCE N 00°10'50" W, 12.00 feet continuing with the north line of said East Bailey Boswell Road and the east line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the northeast corner thereof;

THENCE S 89°49'10" W, 65.00 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at an angle point;

THENCE N 84°42'10" W, 175.17 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the beginning of a curve to the left;

THENCE continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract with the arc of said curve to the left having a radius of 1038.00 feet, a central angle of 05°43'25" and an arc length of 103.69 feet, whose chord bears N 87°33'52" W, 103.65 feet to a 1/2" capped rebar set (McAdams) at a point of tangency;

THENCE S 89°34'25" W, 341.34 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the northwest corner of said 0.423 acre tract, being on the east of the Fort Worth and Denver Railroad as evidenced in Volume 3299, Page 285 of the Deed Records of Tarrant County, Texas, and being on the west line of said 380.90 acre tract;

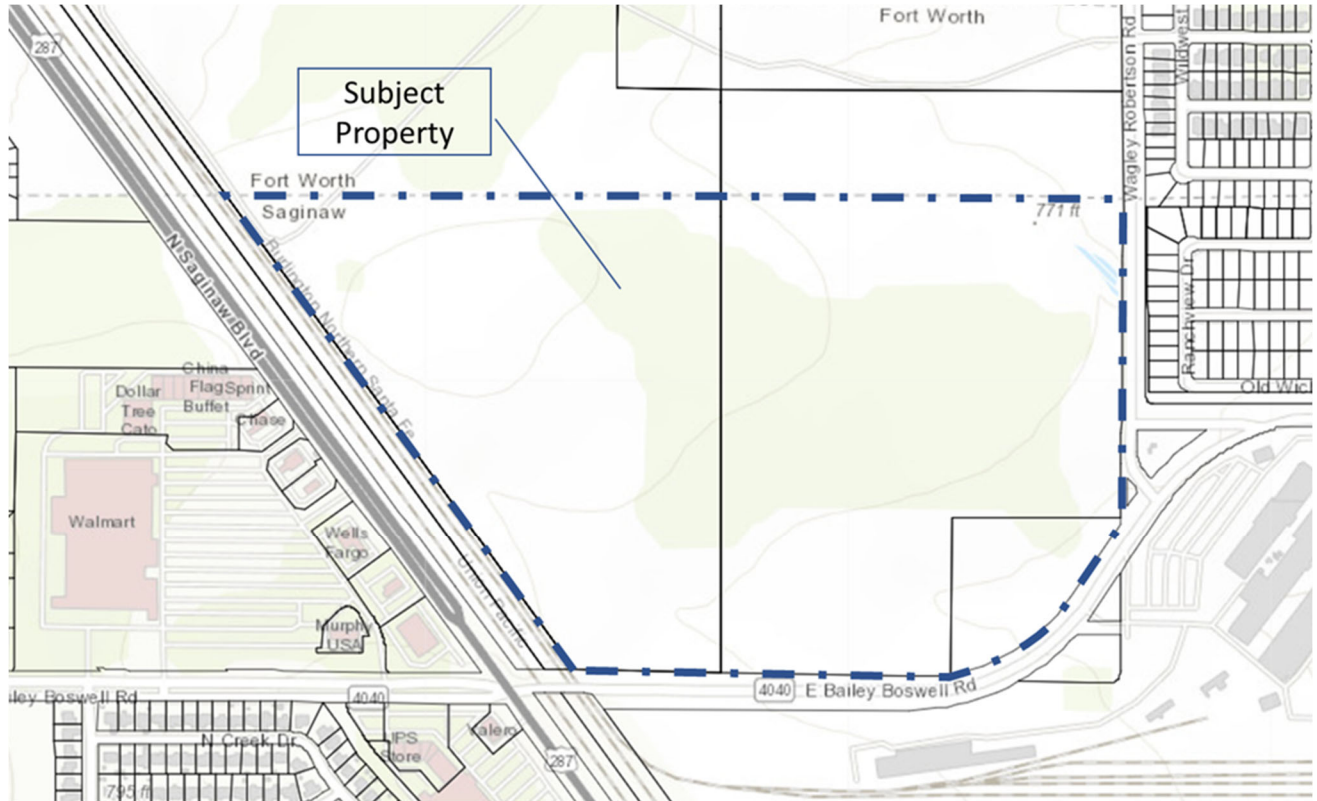
THENCE N 36°58'20" E, 2216.89 feet with the east line of said Fort Worth and Denver Railroad and the west line of said 380.90 acre tract to a 1/2" capped rebar found (Peleton);

THENCE N 89°12'40" E, 3517.44 feet to the **POINT OF BEGINNING** and containing approximately 115.432 acres of land.

Bearings based Texas Coordinate System, North Central Zone (4202), NAD '82.

Exhibit B

DEPICTION OF THE PROPERTY





City of Saginaw

Meeting Date: 3/16/2021

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (8)

E-mail: greaume@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Sister Cities Presentation

BACKGROUND/DISCUSSION:

Administrative Intern Abdoulie Jarju will give a presentation regarding Sister Cities.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

Sister City Presentation

Saginaw and Banjul collaboration



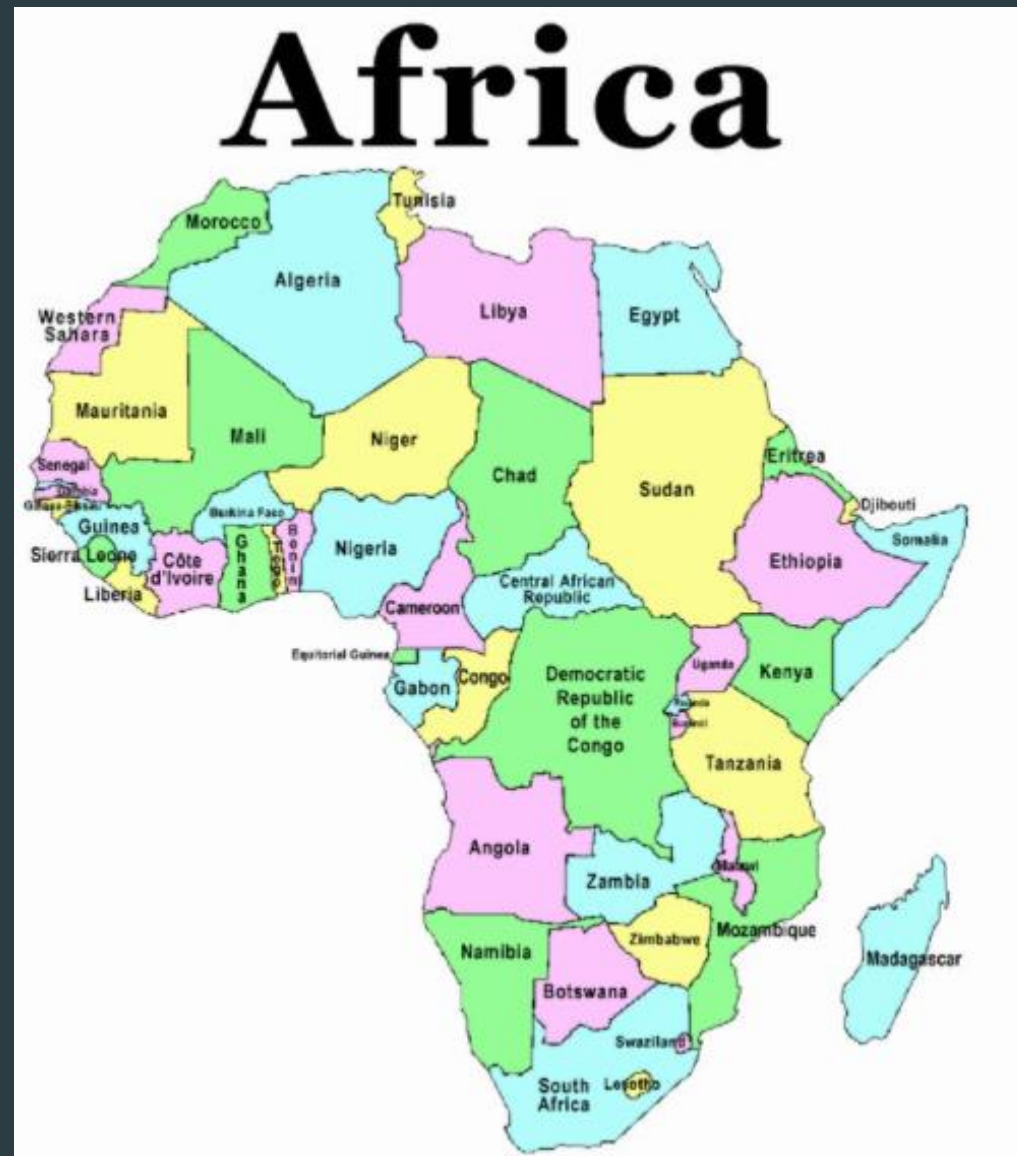
Presentation by Abdoulie Jarju,
Administrative Intern, City of Saginaw, TX

Why a Sister City?

- Increased city-wide cultural awareness
- Educational partnerships and developments, including joint research and teaching programs
- An influx of business, tourism & trade
- Sharing of valuable resources and approaches in business, education, culture & technologies
- Raising the international profile of cities
- Showcasing local government achievements



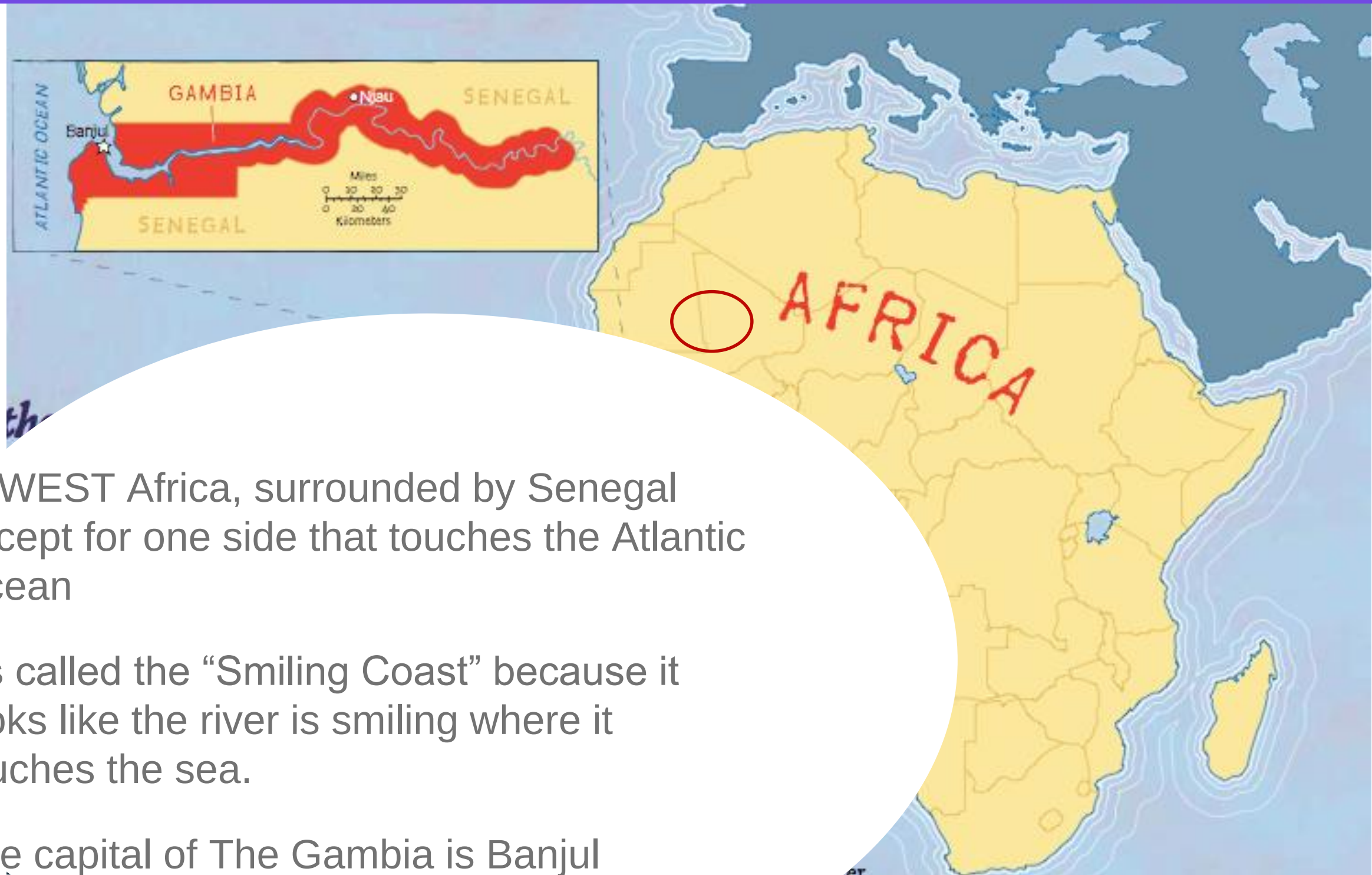
The Gambia →



Smallest country in Africa

► The Gambia

Where is The Gambia?



- In WEST Africa, surrounded by Senegal except for one side that touches the Atlantic Ocean
- It's called the "Smiling Coast" because it looks like the river is smiling where it touches the sea.
- The capital of The Gambia is Banjul

What does Banjul look like?



What is the weather like?

- HOT and SUNNY
- Sometimes, it can get very windy. It is just below the Sahara Desert.
- There are only two seasons: WET and DRY. It rains in summer (June-Sept), but doesn't rain much or at all during the other months of the year.
- It does not snow in the Gambia.



What do people eat and drink?

- Domoda - peanut butter sauce over rice
- Benachin - spicy red rice with fish or chicken
- Tapalapa - long, fresh-baked bread - like a baguette
- Wonjo juice - a red drink that looks like Kool-Aid, made from hibiscus plants. Sometimes, when a freezer is available, they make plastic-bag popsicles.



What is the school like?

- Most schools have tables, not desks. There are often no windows, just openings in the walls for light and air.
- Many schools are crowded, so children go for half days.
- Everyone wears a uniform.
- They have recess, too.
- Long walk to school or take a public van.
- Very few books, sometimes not allowed to check out books.
- All-school assemblies are outside - and kids have to stand in the sun.



What is the language?

- English is the language of school and business.
- Wolof and Mandinka are two of many languages spoken at home, in the market, and sometimes on TV or in churches.
- Everyone also greets in Arabic, and many people pray in Arabic.
- Many Gambian children and teens speak 3, 4, 5 or more languages!

English = Hello / How are you?

Wolof = Nanga Def?

Mandinka = A ben yaadi?

Arabic: Salaam Alekium

Banjul City Council & Major

- City Council Building is located in Banjul Central
- Mayor – Rohey Malick Lowe
- The city has a population of 34,828
- First sister city program in both Saginaw and Banjul



Ways you can help Banjul:

- Read more books about other countries, especially African countries
- Raise money for Books for Africa or other charities
- Learn another language
- Host an exchange student