

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, June 1, 2021

Saginaw City Hall Council Chambers

333 West McLeroy Blvd.

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

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

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

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

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

(2) Invocation

(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, May 18, 2021--Janice England, City Secretary

(b) Action Regarding an Agreement with CMJ Engineering, Inc. for Pavement Investigation Basswood Blvd. Grand Central Parkway to N. Blue Mound Rd. (FM 156)--Rick Trice, P.E., Director of Public Works

(c) Action regarding Administrative Services Agreement for ICMA

Retirement Corporation 457 Plan--Gabe Reaume, City Manager

(d) Action regarding Approval of Funds for Sister City Delegation Visit--
Abdoulie Jarju, Administrative Intern

(5) Presentation of COVID-19 Vaccination Clinic Final Report--Joseph Laster,
Emergency Management Coordinator

(6) Consideration and Action regarding authorization of the sale of \$9,000,000
in General Obligation Bonds--Kim Quin, Finance Director

(7) Recess into Workshop

(8) Presentation and Discussion of Employee Benefits--Brett Bowers, HUB
International

(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--510-548 S. Saginaw Blvd.

(11) Adjournment--Todd Flippo, Mayor



City of Saginaw

Meeting Date: 6/1/2021

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, May 18, 2021

BACKGROUND/DISCUSSION:

The minutes of the May 18, 2021 City Council Meeting are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 5-18-2021

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING,
PUBLIC HEARING, AND WORKSHOP
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MAY 18, 2021**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Charles Beasley
Councilmember	Patrick Farr
Councilmember	Charles Tucker
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Trenton Tidwell, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Lee Howell
Asst. Police Chief	Russell Ragsdale
Asst. Fire Chief	Scott Craver
Director of Public Works	Rick Trice, P.E.
Director of Comm. & Eco. Dev.	Keith Rinehart
Human Resource Director	Melanie McManus
Library Director	Ellen Ritchie
Chief Building Official	Larry Little
Management Analyst	Kevin Pantoja
Management Analyst	Susy Victor
Management Analyst	John Cervantes
Police Officer	Klayton Kaddatz

Absent from the meeting:

Councilmember	Cindy Bighorse
Fire Chief	Doug Spears

Visitors at the meeting:

Brack St. Clair	Kathryn Johnson
Dennis Hudson	Brandon Blair
Kelly Stewart	Mary Shannon
Phil Shannon	

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

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

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, May 4, 2021

b. Action regarding Minutes. May 11, 2021

c. Action regarding Agreement with CMJ Engineering for Construction Materials Testing Services for New Central Fire Station

Summary: CMJ Engineering has provided geotechnical and materials testing services on city projects for many years with quality service. CMJ has provided an estimate for the cost of these services during construction of the new central fire station based on the construction drawings and specifications. The services will include testing of the earthwork, drilled piers, cast-in-place concrete, masonry, and structural steel to ensure compliance with the specifications. This is not a lump sum proposal but an estimate. We will only be billed for actual services performed. The agreement has been reviewed and modified by the City Attorney's office. The cost estimate is \$97,069.98. Funds for this expenditure were included in the project budget which is being funded from the 2020 CO Bonds.

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

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

(5) COVID Vaccination Update

Asst. Fire Chief Craver updated the Council on the COVID -19 Vaccinations administered at the Recreation Center. He explained that today was the last day of operation for the site and the total number of vaccinations administered including today was 8,296 (4,427 first shots, and 3,869 second shots).

(6) Consideration and Action regarding face coverings and other COVID-19 pandemic precautions within and upon city facilities

City Attorney Meredith explained that Governor Abbott signed Executive Order No. GA-36 earlier today. This order prohibits all local governments from mandating face coverings or restricting activities and was effective immediately. Therefore, no action by the City Council is necessary. Mayor Flippo added that employees as well as residents are allowed to wear masks if they choose to do so.

- (7) PUBLIC HEARING – Consideration and Action regarding Ordinance No. 2021-13, an Ordinance amending Ordinance No. 2002-04, the Zoning Ordinance of the City of Saginaw, Texas; Amending the Permitted Use Table, Section 5-1, to provide that Breweries are permitted by Special Use Permit in Community Commercial Zoning, Light Industrial, and Heavy Industrial Districts; amending Section 12-2; and to provide a definition for Breweries

Mayor Flippo declared the public hearing opened at 6:05 p.m. Mayor Flippo called for any public input. There was none. Mayor Flippo declared the public hearing closed at 6:06 p.m.

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve Ordinance No. 2021-13 amending Ordinance No. 2002-04, the Zoning Ordinance of the City of Saginaw; amending the Permitted Use Table, Section 5-1, to provide that Breweries are permitted by Special Use Permit in Community Commercial Zoning, Light Industrial, and Heavy Industrial Districts, amending Section 12-2; and providing a definition for Breweries. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

- (8) FY21 Work Plan Update

City Manager Reaume presented the FY21 Work Plan Update.

- (9) Recess into Workshop

Mayor Flippo declared the meeting recessed into workshop at 6:31 p.m.

- (10) Discussion of Extended Stay Motel Ordinance

Management Analyst Cervantes and Management Analyst Victor presented information regarding extended stay hotels/motels. They also presented suggestions to clarify language in existing ordinances to address current and potential future issues with extended stays as the current hotels/motels located in the City.

- (11) Bond Project Status

Asst. City Manager Johnson explained the potential debt issuance for the recently approved bond projects as suggested by staff. This suggested issuance includes the debt for Knowles Drive Phase 1, and the debt to begin the design process of the library and senior center. Finance Director Quin explained the potential impact to property taxes. The Council concurred with the suggested debt issuance.

(12) Reconvene into Regular Session

Mayor Flippo declared the meeting back in regular session at 7:09 p.m.

(13) 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 § 551.074. Texas Government Code. Personnel Matters. The City Council may convene in executive session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, including deliberation regarding the following officers or employees:

- a. Evaluation of City Manager as it relates to the Work Plan

Mayor Flippo declared the meeting recessed into Executive Session at 7:09 p.m.

Mayor Flippo declared the meeting back in Regular Session at 8:04 p.m.

(14) Adjournment

Motion was made by Councilmember Farr with a second by Councilmember Beasley to adjourn the meeting. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

Mayor Flippo declared the City Council Meeting of May 18, 2021 adjourned at 8:04 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 6/1/2021

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

Agenda Items: (4)(b)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action Regarding an Agreement with CMJ Engineering, Inc. for Pavement Investigation Basswood Blvd. Grand Central Parkway to N. Blue Mound Rd. (FM 156)

BACKGROUND/DISCUSSION:

On May 4, 2021, the City Council received an update on an intersection analysis of Basswood Blvd. and High Country Trail from Kimley-Horn & Associates, Inc. (KHA). KHA provided alternatives for intersection improvements on Basswood at High Country Trail and at Grand Central Parkway.

In addition to the intersection improvements KHA recommended that the Basswood Blvd. be reduced in size from a six lane divided to a four lane divided. The four lane divided will have sufficient capacity for ultimate buildout.

During the presentation Council was informed of a problem in the roadway, from Grand Central Parkway to FM-156, where the travel lanes adjacent to the median were heaving, likely from underlying expansive soils. Staff is proposing to engage CMJ Engineering, Inc. to perform a forensic investigation of the subgrade to determine the cause of the heaving and provide recommendations for remediation. The investigation is warranted whether the pavement section is removed and replaced or simply removed.

The cost of the work required is not to exceed \$16,900 without prior authorization.

FINANCIAL IMPACT:

The Financial Impact is \$16,900. Funds are available in the Fund Balance.

RECOMMENDATION:

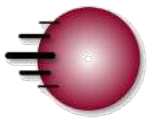
It is recommended that the City Council approve an agreement with CMJ Engineering, Inc. in the amount of \$16,900 for Pavement Investigation Basswood Blvd. Grand Central Parkway to N. Blue Mound Rd. (FM 156).

ATTACHMENTS:

Description

CMJ Proposal Basswood Investigation

Basswood Boring Exhibit CMJ



Estimate No. 21-7956 (Revised)
May 20, 2021

City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

Attn: Mr. Rick Trice, P.E., Director of Public Works

**RE: ESTIMATE FOR
PAVEMENT INVESTIGATION
BASSWOOD BOULEVARD
GRAND CENTRAL PARKWAY TO N. BLUE MOUND ROAD (FM 156)
SAGINAW, TEXAS**

Dear Mr. Trice:

CMJ Engineering, Inc. is pleased to present herein this estimate to investigate pavement distress on Basswood Boulevard between Grand Central Parkway and FM 156 in Saginaw, Texas. This estimate was prepared in general accordance with a cursory site visit by the writer and a telephone conversation with Ms. Dana LeClaire Shumard, P.E. of Kimley-Horn and Associates, Inc. to include information submitted to this office via email. CMJ understands that we have been selected for this project based solely on our qualifications. Further, we understand that the City of Saginaw is negotiating scope and fee exclusively with CMJ at this time.

The subject roadway is a 6-lane, concrete-paved divided facility and has experienced select areas of differential pavement movement between adjacent panels. In general, most of the differential is apparently occurring between the inner-most lane and center lane longitudinal joint in various locations and on both sides of the roadway median. Extensive or otherwise excessive concrete pavement cracking was not observed. Although existing buried utilities are present along portions of the roadway, these are not currently thought to be a contributing distress factor.

Preliminary indications are that differential movement is occurring due to expansive soil volume changes. As a result, CMJ Engineering, Inc. proposes to drill borings at five of the distress area locations, with two borings at each location for a total of ten (10) borings. Borings will be continuously sampled and drilled to 10-foot depths each.

CMJ ENGINEERING, INC.

City of Saginaw
Estimate No. 21-7956 (Revised)
May 20, 2021
Page 2 of 2

Laboratory testing will be performed on the samples to determine their moisture content, dry unit weight, liquid and plastic limit determination, pocket penetrometer values, and one-point swell tests. Results of the field and laboratory investigation will be analyzed and recommendations will be provided regarding the cause(s) of pavement distress and potential remediation options of the pavement failure area. Options will consider injection remediation, moisture barriers, or other appropriate measure based on the results of the field exploration and laboratory data.

We propose to perform the investigation in accordance with the attached cost estimate. Based on this estimate, it is anticipated that the project cost will be between \$16,800 and \$16,900. This cost estimate will not be exceeded without your prior authorization. Weather permitting, we plan to initiate these studies within ten (10) business days of receipt of notice to proceed, and anticipate that one (1) working day will be required to complete the subsurface exploration (weather conditions permitting). You will receive the final report approximately four (4) weeks following the completion of the field phase. We will make preliminary data available sooner if necessary.

The scope of services will be performed pursuant to the attached CMJ Terms for Geotechnical Engineering Services, which is incorporated into this estimate.

Thank you for the opportunity to present this estimate. Do not hesitate to call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed scope of services.

We look forward to working with the City of Saginaw and their consultants on this project.

Respectfully submitted,
CMJ ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Sappington IV", with a stylized flourish extending to the right.

James P. Sappington IV, P.E.
President

copies submitted: (1) Mr. Rick Trice, P.E.; City of Saginaw (by e-mail)

CMJ ENGINEERING, INC.
GEOTECHNICAL ENGINEERING SERVICES
BASIC SERVICES COST ESTIMATE

ESTIMATE: 21-7956 (Revised)
DATE: MAY 20, 2021
PROJECT: PAVEMENT INVESTIGATION
BASSWOOD BOULEVARD
GRAND CENTRAL PARKWAY TO N. BLUE MOUND ROAD (FM 156)
SAGINAW, TEXAS

<u>SUBSURFACE EXPLORATION</u>	Quant.	Unit \$	Total \$
Mobilization (Drill Rig and Coring Rig)	1	695.00	695.00
Concrete Coring and Patch	10	164.00	1,640.00
Soil Drilling/Continuous Sampling	100	20.00	2,000.00
Sand Backfill (ft.)	100	7.00	700.00
Engineer On-Site During Drilling (hr.)	8	98.00	784.00
Traffic Control (Subcontractor)	1	2,600.00	2,600.00
Underground Utility Check	1	170.00	170.00

Subtotal Subsurface Services \$ 8,589.00

<u>LABORATORY SERVICES</u>			
Moisture Content and Soil Identification	70	7.25	507.50
Liquid and Plastic Limits	15	61.50	922.50
Unconfined Compressive Strength-Soil	20	50.00	1,000.00
Unit Weight	32	13.50	432.00
Free Swell Test	12	82.00	984.00

Subtotal Laboratory Services \$ 3,846.00

<u>ENGINEERING SERVICES</u>			
Senior Principal Engineer	20	142.50	2,850.00
Staff Engineer	11	98.00	1,078.00
Drafting & Secretarial Support	8	51.50	412.00
Misc. Expense (report production, mileage, etc.)	1	120.00	120.00

Subtotal Engineering Services \$ 4,460.00

TOTAL ESTIMATE \$ 16,895.00

TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between CMJ ENGINEERING, INC., hereinafter referred to as GEOTECHNICAL ENGINEER, and CITY OF SAGINAW, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached estimate identified as Estimate No. 21-7956 (Revised), dated May 20, 2021 and any exhibits or attachments noted in the ESTIMATE. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral, which the parties expressly disclaim. Any changes to this AGREEMENT must be mutually agreed to in writing. Neither party may assign or transfer this AGREEMENT.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNICAL ENGINEER will be based solely on information available to GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by GEOTECHNICAL ENGINEER under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project (this is called the "Standard of Care"). The Standard of Care shall solely govern GEOTECHNICAL ENGINEER's performance of the Services. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering services.

In all cases the GEOTECHNICAL ENGINEER shall be acting as an independent consultant and no provision or obligation expressed or implied herein shall create an employment, agency, or fiduciary relationship between the GEOTECHNICAL ENGINEER and the CLIENT.

Documents prepared by the GEOTECHNICAL ENGINEER are intended for use solely with the project identified in the ESTIMATE and for no other project, for the time period stated by the GEOTECHNICAL ENGINEER and for no longer, and for no party other than the CLIENT. Accordingly, the CLIENT shall not use documents prepared by the GEOTECHNICAL ENGINEER for additions or alterations to the project identified in the ESTIMATE, for other projects, or beyond the time period stated by the GEOTECHNICAL ENGINEER, and the CLIENT agrees to indemnify, defend, and hold harmless the GEOTECHNICAL ENGINEER against all claims (including negligence) losses, damages, including reasonable attorney's fees, arising out of any use of documents prepared by the GEOTECHNICAL ENGINEER without the direct involvement and concurrence of the GEOTECHNICAL ENGINEER. Further, nothing in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third-party against the GEOTECHNICAL ENGINEER.

SITE ACCESS AND SITE CONDITIONS

As a condition to GEOTECHNICAL ENGINEER's performance of its services, CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNICAL ENGINEER to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNICAL ENGINEER free access to the site. GEOTECHNICAL ENGINEER will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the ESTIMATE.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNICAL ENGINEER is entitled to rely upon the accuracy and completeness of information that CLIENT and its consultants and contractors provide GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER will take reasonable precautions to avoid known subterranean structures, and CLIENT waives and releases any claim, including negligence, against GEOTECHNICAL ENGINEER arising from damage done to subterranean structures and utilities not identified or accurately located.

SAMPLE DISPOSAL

GEOTECHNICAL ENGINEER will retain samples transported to the geotechnical laboratory for testing for a period of thirty (30) days following submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.

OBSERVATION

If GEOTECHNICAL ENGINEER is retained by CLIENT to provide a site representative for the purpose of observing specific portions of construction work or other field activities as set forth in the ESTIMATE, then this phrase applies. For the specified assignment, GEOTECHNICAL ENGINEER will report observations and professional opinions to CLIENT. No action of GEOTECHNICAL ENGINEER or GEOTECHNICAL ENGINEER'S site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNICAL ENGINEER will report to CLIENT any observed geotechnically-related work which, in GEOTECHNICAL ENGINEER'S professional opinion, does not conform with plans and specifications, but GEOTECHNICAL ENGINEER does not assume a duty to detect any such nonconformance, as its obligation is limited to reporting what it observes to CLIENT as stated in this paragraph. The GEOTECHNICAL ENGINEER has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNICAL ENGINEER'S presence on site does not in any way guarantee the safety, completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

GEOTECHNICAL ENGINEER will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement or CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay GEOTECHNICAL ENGINEER in accordance with the procedures indicated in the ESTIMATE and its attachments. Invoices will be submitted to CLIENT by GEOTECHNICAL ENGINEER, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNICAL ENGINEER in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. In the absence of written notification described above, the amount as stated on the invoice will be paid.

Time is of the essence for payments due GEOTECHNICAL ENGINEER. Accordingly, invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. At the option of the GEOTECHNICAL ENGINEER, CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, except for any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Disputed amounts withheld by the client which are subsequently resolved in favor of the GEOTECHNICAL ENGINEER will carry the additional charge, as described above, effective thirty (30) days from the date of the original invoice. In the event CLIENT fails to pay GEOTECHNICAL ENGINEER within sixty (60) days after invoices are rendered, CLIENT agrees that GEOTECHNICAL ENGINEER will have the right to consider the failure to pay the GEOTECHNICAL ENGINEER's invoice as a breach of this AGREEMENT.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, GEOTECHNICAL ENGINEER will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

In recognition of the relative risks and benefits of the Project to both the CLIENT and the GEOTECHNICAL ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the GEOTECHNICAL ENGINEER and the GEOTECHNICAL ENGINEER'S officers, directors, employees, agents, and subconsultants to the CLIENT or to anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the GEOTECHNICAL ENGINEER, or the GEOTECHNICAL ENGINEER'S officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the GEOTECHNICAL ENGINEER under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the GEOTECHNICAL ENGINEER be liable for lost profits or consequential, special, or indirect damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Accordingly, GEOTECHNICAL ENGINEER and OWNER mutually agree to waive consequential damages, including lost profits and other delay damages for claims, disputes, or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver includes but is not limited to, all consequential damages due to either party's termination of this AGREEMENT.

INDEMNIFICATION

The CLIENT shall indemnify and hold harmless the GEOTECHNICAL ENGINEER, its officers, directors, agents, and employees from and against all claims (including negligence), damages, losses, and expenses, including but not limited to reasonable and necessary attorney's fees, arising out of or related to the work or services of the CLIENT or its agents, employees, consultants and contractors of any tier or any third party under the client's control. Notwithstanding the foregoing, except for claims for bodily injury or death of the CLIENT, its agents, or its subcontractors of any tier, CLIENT shall not be required to indemnify or hold harmless the GEOTECHNICAL ENGINEER against a claim caused by negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract by the GEOTECHNICAL ENGINEER, its agents or employees, or any third party under the GEOTECHNICAL ENGINEER'S control, other than the client or its agent, employee, or subcontractor of any tier.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNICAL ENGINEER of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNICAL ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNICAL ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNICAL ENGINEER to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNICAL ENGINEER for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

GEOTECHNICAL ENGINEER agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNICAL ENGINEER harmless for any and all consequences of disclosures made by GEOTECHNICAL ENGINEER which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT'S responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT releases and waives any claim against GEOTECHNICAL ENGINEER arising from GEOTECHNICAL ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, the detection, presence, handling, removal, abatement, or disposal of any hazardous materials that exist on or adjacent to the project site, and any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNICAL ENGINEER which are found to be contaminated. This includes any soil or rock cuttings, and contaminated drilling or wash water which is generated as a consequence of drilling activities.

DISPUTE RESOLUTION

All claims, disputes, and other matters in controversy between GEOTECHNICAL ENGINEER and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation before and as a condition precedent to other remedies provided by law.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of mediation as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where GEOTECHNICAL ENGINEER's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

* * *

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

CLIENT

By:

Position

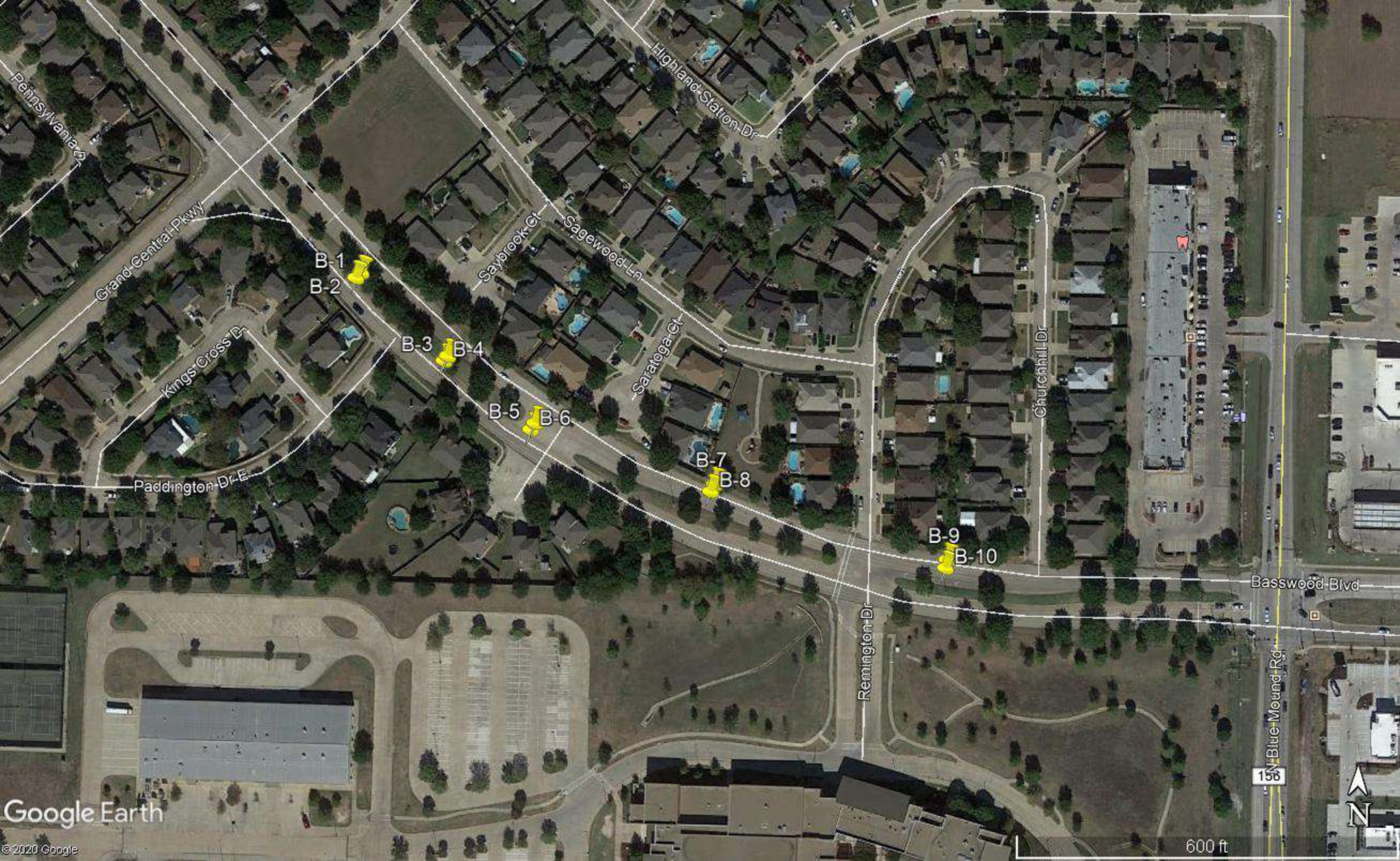
Date

CMJ ENGINEERING, INC.

By: James P. Sappington IV, P.E.

President
Position

May 20, 2021
Date





City of Saginaw

Meeting Date: 6/1/2021

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (4)(c)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Action regarding Administrative Services Agreement for ICMA Retirement Corporation 457 Plan

BACKGROUND/DISCUSSION:

The city currently offers a voluntary 457 retirement savings plan for employees through Equitable, formerly known as AXA. This is separate and unrelated to the Texas Municipal Retirement System, which is mandatory for all employees. The plan costs nothing to the city and is offered to employees as a voluntary deduction. Approximately 25 employees contribute to the current 457 plan.

Staff would like to offer a 457 plan through ICMA RC, which is structured differently than the current plan through Equitable. This would give employees an option of different plans if they choose to open a voluntary 457 plan account.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

ICMA RC 457 Plan

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Saginaw

Type: **457**

Account #: **304988**

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation (“ICMA-RC”), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Saginaw** (“Employer”), an **Entity** organized and existing under the laws of the State of **Texas** with an office at **333 West McLeroy Boulevard, Saginaw, Texas 76179**.

RECITALS

Employer acts as public plan sponsor of a retirement plan (“Plan”), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the “Funds”) for the investment of plan assets as referenced in VantageTrust’s principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds’ Fact Sheets (together, “VT Disclosures”); and

ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

4. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for ICMA-RC, or its wholly owned subsidiary, to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's model plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render

Plan number 304988

investment advice, is neither the “Plan Administrator” nor “Plan Sponsor” as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a “fiduciary” of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan’s investment options. Employer shall have exclusive responsibility for the Plan’s investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement IncomeAdvantage Fund.
- (d) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be **0.55%** per annum of the amount of

Plan number 304988

Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.

- (b) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC, or its wholly owned subsidiary, receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.
- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (d) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

8. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

9. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such modification.

- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

Plan number 304988

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Texas**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF SAGINAW

By _____
Signature/Date

By Gabe Reaume
Name and Title (Please Print)

**INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION**

By 
Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to PlanAdoptionServices@icmarc.org, or
- (c) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Participant Services, Voice Response System, Account Access, and TextAccess, and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- (k) Making available access to ICMA-RC's plan sponsor EZLink web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Account Access.
- (o) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

Certificate Of Completion

Envelope Id: 507FC642968D47649A82FEDB216ADDA2

Status: Delivered

Subject: Please DocuSign: ICMA-RC City of Saginaw New 457 304988 SSC 1106

Source Envelope:

Document Pages: 11

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

ICMA-RC Client Contracts Administration

AutoNav: Enabled

777 North Capitol St. NE

Enveloped Stamping: Enabled

Washington DC, WA 20002

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

clientcontracts_icma-rc@icmarc.org

IP Address: 199.91.136.12

Record Tracking

Status: Original

Holder: ICMA-RC Client Contracts Administration

Location: DocuSign

4/12/2021 3:33:07 PM

clientcontracts_icma-rc@icmarc.org

Signer Events**Signature****Timestamp**

Gabe Reaume

Sent: 4/12/2021 3:46:55 PM

greaume@saginawtx.org

Viewed: 5/12/2021 9:44:26 AM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/12/2021 9:44:26 AM

ID: aab36e48-c580-42fb-a006-1f6ca48cf95e

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

ASA Administration

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ASA_Administration@icmarc.org

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Plan Adoption Services

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Sent: 4/12/2021 3:46:55 PM

PlanAdoptionServices@icmarc.org

ICMA-RC - Client Services

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Jennifer Perry

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Sent: 4/12/2021 3:46:55 PM

JAPerry@icmarc.org

ICMA-RC

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/12/2021 3:46:55 PM
Certified Delivered	Security Checked	5/12/2021 9:44:26 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ICMA-RC- Client Contracts (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ICMA-RC- Client Contracts:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: clientcontracts_icma-rc@icmarc.org

To advise ICMA-RC- Client Contracts of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clientcontracts_icma-rc@icmarc.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from ICMA-RC- Client Contracts

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clientcontracts_icma-rc@icmarc.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ICMA-RC- Client Contracts

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to clientcontracts_icma-rc@icmarc.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ICMA-RC- Client Contracts as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ICMA-RC- Client Contracts during the course of your relationship with ICMA-RC- Client Contracts.



City of Saginaw

Meeting Date: 6/1/2021

Staff Contact: Abdoulie Jarju
Administrative Intern

Agenda Items: (4)(d)

E-mail: ajarju@saginawtx.org

Phone: 817-230-0350

SUBJECT:

Action regarding Approval of Funds for Sister City Delegation Visit

BACKGROUND/DISCUSSION:

As part of the Train & Grain Festival, our Sister City Banjul's Mayor Rohey Lowe and some of the Banjul City Council will be invited to Saginaw for a one week stay. We intend to have a feature at the Train & Grain Festival that showcases Gambian culture, music, and food.

FINANCIAL IMPACT:

The estimated financial impact will be \$15,000 which will pay for airfare and lodging for a delegation to be in Saginaw from October 14-October 21. The funds will come from hotel occupancy taxes.

RECOMMENDATION:

Staff recommends approval.



City of Saginaw

Meeting Date: 6/1/2021

Staff Contact: Joseph Laster
Emergency Management Coordinator

Agenda Items: (5)

E-mail: josephlaster@saginawfire.us

Phone: 817-230-0433

SUBJECT:

Presentation of COVID-19 Vaccination Clinic Final Report

BACKGROUND/DISCUSSION:

The COVID-19 vaccination clinic that was being conducted at the Saginaw Recreation Center has completed operations. A final operational report is being provided to Council. A written summary is attached and a brief Power Point review will be presented.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

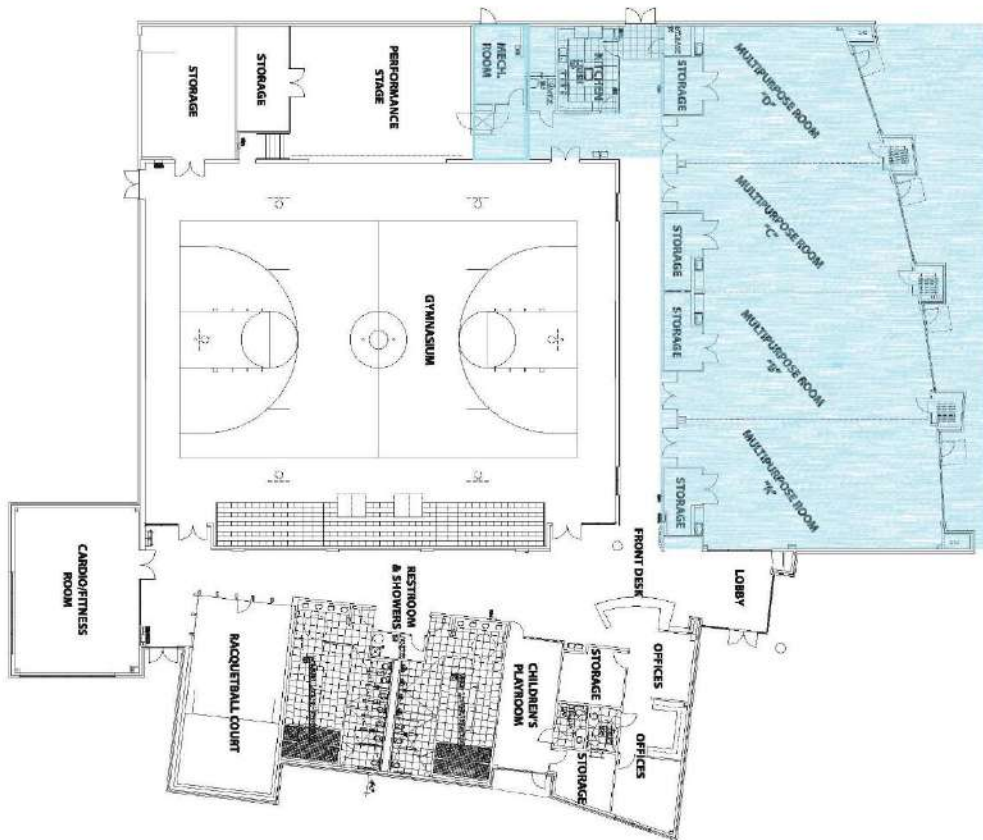
Description

Vaccination Clinic Final Report

Saginaw COVID Vaccine Report

APRIL 5TH-MAY 18TH, 2021
JOSEPH LASTER, EMC

The City of Saginaw was approached by the University of North Texas Health and Science Center (UNTHSC) in mid-March on the possibility of hosting a vaccine clinic. The Saginaw Recreation Center (633 W McLeroy Blvd) was the location of interest for UNTHSC. UNTHSC hired the Lumin Consulting group to work directly with the city on establishing the site. The Saginaw Fire Department worked directly with the Saginaw Recreation Staff and the Lumin group to iron out logistics. The clinic was set up on the north side of the recreation center in four multipurpose rooms.



The vaccine clinic offered Pfizer- BioNTech COVID-19 vaccine. Once individuals obtain their first dose, they are instructed to return for their second dose in 21 days. Based on evidence from clinical trials, the Pfizer-BioNTech vaccine was 95% effective at preventing laboratory-confirmed COVID-19 illness in people without proof of the previous infection. Community outreach efforts were conducted by the City of Saginaw, as well as UNTHSC.

City staff present to support clinic included Emergency Management Coordinator, Saginaw Police Officer, and Recreation Center Staff. Community Emergency Response Team (CERT) volunteers were also present to assist.

Vaccination Rate by Zip Code

<i>Zip Code</i>	<i>March 24</i>	<i>May 19</i>
76106	4.38%	6.00%
76114	8.59%	14.28%
76131	22.09%	47.34%
76135	8.13%	11.95%
76164	6.35%	10.99%
76179	11.10%	14.46%

The data reflects the first doses administered in the highlighted zip codes. This data is updated every Wednesday by Tarrant County Public Health. This data does not suggest the Saginaw vaccine location is solely responsible for this growth.

The most drastic increase observed is from the **76131** (Blue Mound, Fort Worth, Saginaw) zip code, where vaccination increased 25.25%. Zip code **76114** (Fort Worth, River Oaks, Westworth Village, Samson Park, Lake Worth) increased by 5.59%. Zip code **76164** (Fort Worth) increased by 4.64%. Zip code **76135** (Fort Worth, Lake Worth, Lakeside) increased by 3.82%. Zip Code **76179** (Avondale, Fort Worth, Eagle Mountain, Pecan Acres, Saginaw) increased by 3.36%. Zip code **76106** (Fort Worth, Saginaw) increased by 1.62%.

TOP 10 ZIP CODES WHICH UTILIZED THE CLINIC

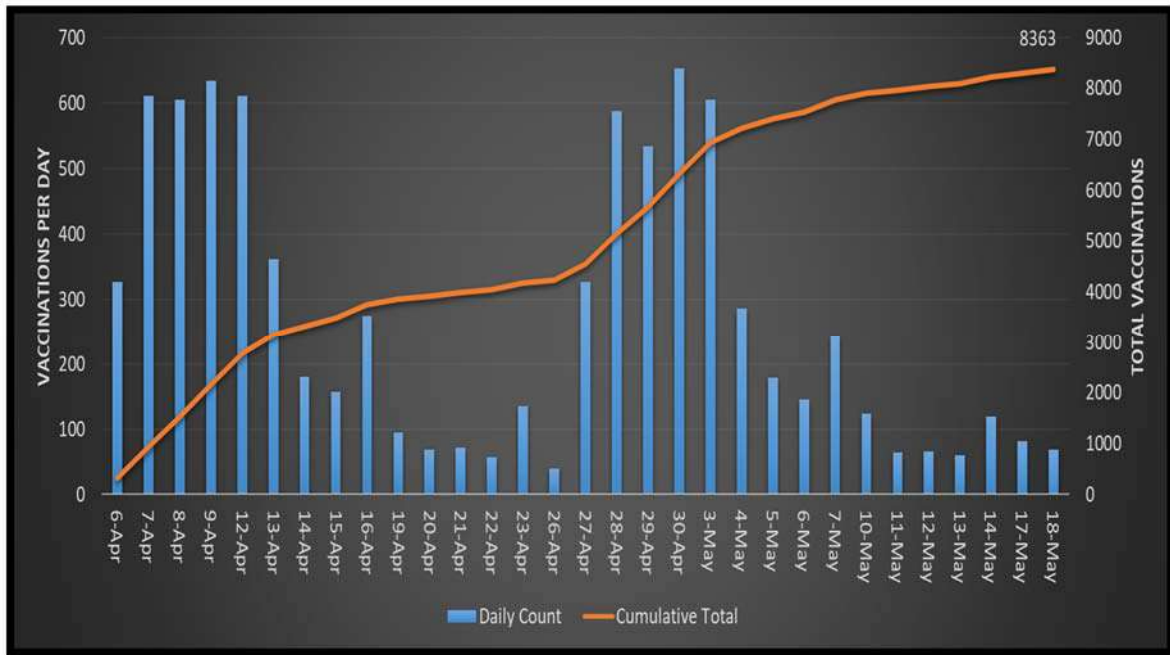
<i>Zip Code</i>	<i>Count</i>	<i>% Total</i>
76179	2,125	25%
76244	1,373	16%
76137	1,014	12%
76108	491	6%
76116	420	5%
76106	370	4%
76117	245	3%
76148	245	3%
76131	192	2%
76111	169	2%

The Lumin consulting group provided this data in partnership with OptumServe.

The majority of clinic use came from the **76179** (Fort Worth, Saginaw) zip code. Zip code **76244** (Tarrant County unincorporated between I35 and U.S. 377) and **76137** (Fort Worth, Haltom City, Watauga, Melody Hills) were also a large portion of turnout for the clinic.

Doses Administered

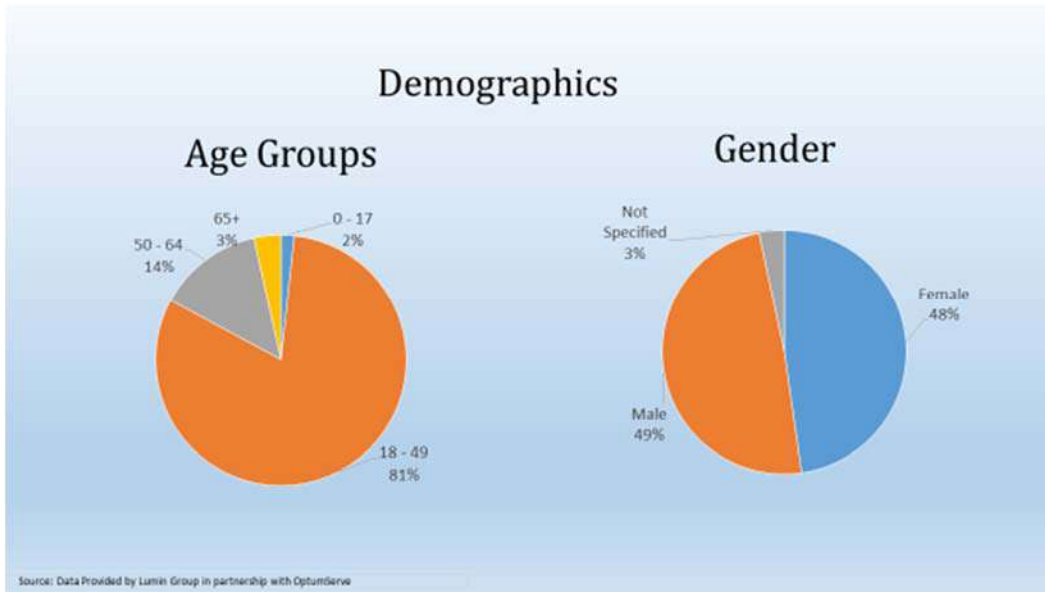
Date:	1 st dose Pfizer	2 nd dose Pfizer	Date:	1 st dose Pfizer	2 nd dose Pfizer
WEEK 1			WEEK 2		
4.5.21	Set-up/Training		4.12.21	606	5
4.6.21	325	1	4.13.21	351	10
4.7.21	608	3	4.14.21	178	2
4.8.21	606	0	4.15.21	148	9
4.9.21	628	5	4.16.21	263	12
WEEK 3			WEEK 4		
4.19.21	89	6	4.26.21	37	3
4.20.21	63	6	4.27.21	46	281
4.21.21	67	4	4.28.21	26	561
4.22.21	56	1	4.29.21	22	511
4.23.21	130	5	4.30.21	54	599
WEEK 5			WEEK 6		
5.3.21	15	589	5.10.21	8	115
5.4.21	14	272	5.11.21	6	58
5.5.21	12	166	5.12.21	5	60
5.6.21	13	132	5.13.21	11	49
5.7.21	19	223	5.14.21	13	107
WEEK 7					
5.17.21	8	74			
5.18.21	19	48			
Total Vaccines Administered		8,363			



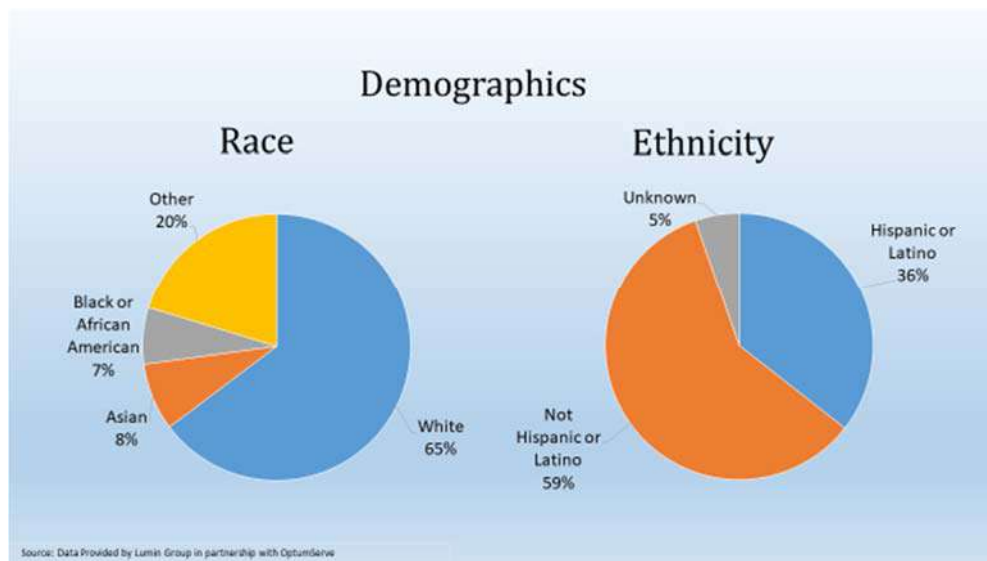
This data was collected between the Saginaw Office of Emergency Management and the Lumin Group.

Weeks 1 and 2 saw the most significant influx of individuals utilizing the clinic. These patrons returned for their second dose on weeks 4 and 5. Most days, the clinic would surpass their appointments, vaccinating walk-ins regularly. A waiting list was compiled of over fifty individuals at the start of the clinic. The waiting list was exhausted by Friday of week 1.

DEMOGRAPHIC DATA



81% of the clinics use was contributed to the 18-49 age group, with the 50-64 age group contributing 14% of use. The use by gender appears to be split almost down the middle.



The majority of clinic use came from the white population, not Hispanic or Latino. Historically the Black, Hispanic, and Asian communities have been resistant to COVID vaccines. UNTHSC will continue to find ways to reach those communities. **End of Report**



City of Saginaw

Meeting Date: 6/1/2021

Staff Contact: Kim Quin
Finance Director

Agenda Items: (6)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

Consideration and Action regarding authorization of the sale of \$9,000,000 in General Obligation Bonds

BACKGROUND/DISCUSSION:

Voters in Saginaw approved three bond propositions on May 1, 2021. Bond propositions include: \$37,550,000 for street and roadway improvements, \$18,700,000 for a new library, and \$11,200,000 for park improvements and a new senior center. The proposed \$9,000,000 bond sale will include \$6,800,000 for Knowles Drive Phase 1, \$1,500,000 for library design, and \$700,000 for senior center design.

FINANCIAL IMPACT:

A financial analysis and proposed timetable will be presented to the City Council by SAMCO Capital Markets.

RECOMMENDATION:

Staff recommends approval of issuing \$9,000,000 in voter approved general obligation bonds.



City of Saginaw

Meeting Date: 6/1/2021

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (8)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Presentation and Discussion of Employee Benefits.

BACKGROUND/DISCUSSION:

A representative from HUB International, the City's benefits consultant, will present an analysis and comparison of employee benefits.

FINANCIAL IMPACT:

The presentation will provide information that will be useful during the FY2021/2022 budget process.

RECOMMENDATION:

This item is informational only and requires no action.

ATTACHMENTS:

Description

Emp Benefits Presentation



Risk & Insurance | Employee Benefits | Retirement & Private Wealth



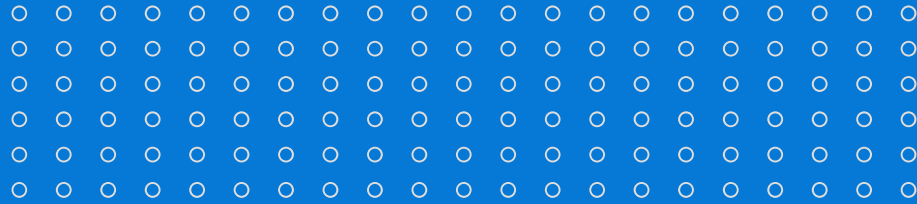
City of Saginaw 2021 Benefits Review & Discussion

Consultant – Brett Bowers, MBA

Account Manager – Brooke Spaniol

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Overview



2020 / 2021 Inforce Vendors – Renewal Recap



COVERAGE	CARRIER	2020 / 2021 RFP Outcome	Next Renewal
Medical/Rx	CIGNA	Cigna' s proposal was -17% under UHC for a comparable plan of benefits and included a <u>2-Year rate guarantee</u> . The City maintained the existing 3 medical plans (Copay, Alt. Copay & HDHP).	October 1, 2022 <i>1st year of 2 year rate guarantee</i>
Dental	CIGNA	Cigna' s proposal was -15% under UHC for a comparable plan of benefits.	October 1, 2021
Vision	CIGNA	Cigna' s proposal was -14.4% under UHC for comparable plan of benefits and included a <u>2-Year rate guarantee</u> .	October 1, 2022 <i>1st year of 2 year rate guarantee</i>
Basic Life/AD&D, Vol. Life/AD&D	CIGNA	Cigna' s proposal was -31% under The Standard for comparable plan of benefits and included a <u>3-Year rate guarantee</u> . <i>(Note) Texas Life also provide Voluntary Life</i>	October 1, 2023 <i>1st year of 3 year rate guarantee</i>

2020 / 2021 Inforce Vendors – Renewal Recap



COVERAGE	CARRIER	2020 / 2021 RFP Outcome	Next Renewal
Voluntary Long Term Disability	CIGNA	Cigna' s proposal was -25% under The Standard for comparable plan of benefits and included a <u>3-Year rate guarantee.</u>	October 1, 2023 <i>1st year of 3 year rate guarantee</i>
Flexible Spending	Alt Bentley Yates	Flexible Spending (1) F.S.A. Administration: \$2,700 with \$500 Rollover (2) Dependent Care: \$5,000	Confirming- No Change
Health Savings Account-	UMB Bank	Health Savings Account (1) H.S.A. Administration	No Change
Voluntary Products	Aflac	Aflac currently provides: (1) Cancer Policy- (2) Accident Policy- (3) Critical Illness- (4) Hospital Indemnity	No Change
COBRA	Self Administered	Consider TPA? (1) COBRA Administration	Adding 10/1/21

2020 / 2021– Renewal Recap

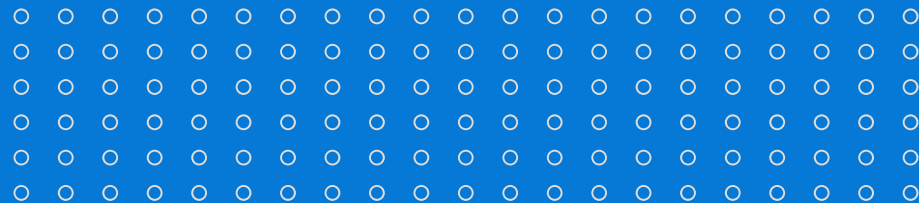


Contribution / Subsidies

The City evaluated potential plan design changes and a more standardized approach to providing contributions (so that plans were cost neutral, subsidies based off a percentage rather than a flat dollar amount, etc.). The City polled their employees and the employees elected to continue with the contribution strategy already in place.

As part of the RFP negotiation, Cigna offered a one-month premium credit equal to around **\$82,000**.

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Plan Performance



2017-18 and 2018-19 Claims vs. Premium

Date	Subscribers	Medical Cost	Capitation	Rx Cost	Total Cost	Premium Cost	Loss Ratio
17-Oct	127	\$26,583	\$3,618	\$16,018	\$46,219	\$133,933	34.5%
17-Nov	126	\$35,529	\$3,589	\$14,149	\$53,267	\$132,773	40.1%
17-Dec	126	\$44,944	\$3,531	\$16,006	\$64,481	\$130,182	49.5%
18-Jan	130	\$44,915	\$3,755	\$17,722	\$66,392	\$132,861	50.0%
18-Feb	130	\$49,277	\$3,769	\$12,635	\$65,681	\$134,255	48.9%
18-Mar	131	\$76,485	\$3,784	\$9,670	\$89,939	\$135,530	66.4%
18-Apr	134	\$84,527	\$3,829	\$14,678	\$103,034	\$136,209	75.6%
18-May	135	\$110,589	\$3,933	\$7,747	\$122,269	\$140,255	87.2%
18-Jun	135	\$43,934	\$3,918	\$19,547	\$67,399	\$140,693	47.9%
18-Jul	132	\$38,175	\$3,944	\$26,448	\$68,567	\$137,921	49.7%
18-Aug	133	\$171,437	\$3,814	\$25,393	\$200,644	\$137,921	145.5%
18-Sep	134	\$203,512	\$3,858	\$21,226	\$228,596	\$139,540	163.8%
Plan Year Total	131	\$929,907	\$45,342	\$201,239	\$1,176,488	\$1,632,073	72.1%
Per Capita		\$7,094	\$346	\$1,535	\$8,975	\$12,451	
18-Oct	135	\$72,702	\$3,829	\$14,141	\$90,672	\$137,953	65.7%
18-Nov	135	\$145,977	\$3,814	\$26,284	\$176,075	\$137,952	127.6%
18-Dec	136	\$567,308	\$3,829	\$36,185	\$607,322	\$138,137	439.7%
19-Jan	136	\$798,495	\$3,829	\$35,663	\$837,987	\$138,339	605.7%
19-Feb	137	\$603,606	\$3,933	\$33,858	\$641,397	\$140,749	455.7%
19-Mar	138	\$94,010	\$4,955	\$31,209	\$130,174	\$144,208	90.3%
19-Apr	141	\$425,277	\$5,011	\$47,275	\$477,563	\$143,271	333.3%
19-May	138	\$170,583	\$4,974	\$31,913	\$207,470	\$144,045	144.0%
19-Jun	136	\$103,106	\$4,900	\$22,823	\$130,829	\$141,416	92.5%
19-Jul	136	\$76,233	\$4,900	\$28,462	\$109,595	\$140,254	78.1%
19-Aug	135	\$195,256	\$4,733	\$11,380	\$211,369	\$138,176	153.0%
19-Sep	135	\$94,165	\$4,770	\$9,511	\$108,446	\$138,092	78.5%
Plan Year Total	137	\$3,346,718	\$53,477	\$328,704	\$3,728,899	\$1,682,592	221.6%
Per Capita		\$24,518	\$392	\$2,408	\$27,318	\$12,327	
\$ Difference from Prior Year		\$2,416,811	\$8,135	\$127,465	\$2,552,411	\$50,519	
% Change from Prior Year		259.9%	17.9%	63.3%	217.0%	3.1%	

Target Loss Ratio
< 85%

CIGNA – YTD Claims vs. Premium



Date	Subscribers	Medical Cost	Fees	Rx Cost	Total Cost	Premium Cost	Loss Ratio
20-Oct	138	\$20,467	\$0	\$9,915	\$30,382	\$10,174	298.6%
20-Nov	140	\$109,935	\$89	\$13,020	\$123,044	\$145,049	84.8%
20-Dec	136	\$134,494	\$125	\$19,690	\$154,309	\$139,523	110.6%
21-Jan	136	\$210,647	\$184	\$13,755	\$224,586	\$137,334	163.5%
21-Feb	136	\$62,971	\$651	\$17,265	\$80,887	\$139,322	58.1%
21-Mar	135	\$78,086	\$763	\$20,342	\$99,191	\$137,862	71.9%
Plan Year Total	137	\$616,600	\$1,812	\$93,987	\$712,399	\$709,264	100.4%
Per Capita		\$4,506	\$13	\$687	\$5,206	\$5,183	

Target Loss Ratio
< 85%

Large Claimants

FULLY INSURED NON-PARTICIPATING

Claims Exceeding : \$25,000.00

Reported Claims: InNet, OutNet, Drug

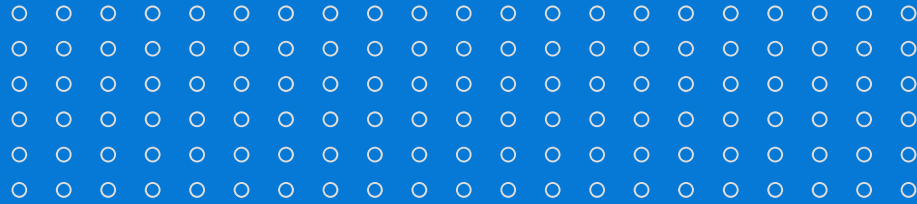
Note: Diagnosis is based on the largest medical claim amount

REL	ICD DESCRIPTION	CLAIMANT TOTAL
CH	NEURALGIA AND NEURITIS, UNSPECIFIED	\$27,042
SB	CALCULUS OF KIDNEY WITH CALCULUS OF URETER	\$75,203
SB	COVID-19	\$45,960
SB	OTHER SPECIFIED SEPSIS	\$152,683
CH	TYPE 1 DIABETES MELLITUS WITH KETOACIDOSIS WITHOUT COMA	\$32,152
SB	SPRAIN OF ANTERIOR CRUCIATE LIGAMENT OF LEFT KNEE, INIT	\$40,956
CH	POISONING BY OTH ANTIPSYCHOT/NEUROLEPT, SELF-HARM, INIT	\$53,200
		\$427,197

Large Claims as a percentage of overall claims= **60%**



3



Plan Designs & Contribution Analysis



Medical Benefits - CIGNA



NETWORK	Open Access Plus	Open Access Plus	H.S.A. Open Access Plus
EPO or PPO	OAPIN 2500	OAPIN 5000	HSAIN 5000
MEDICAL BENEFITS	COPAY-EPO	ALT COPAY- EPO	HDHP
Deductible (Indiv / Family)	Includes Deductible, Copay, Coinsurance	Includes Deductible, Copay, Coinsurance	Includes Deductible, Copay, Coinsurance
In-Network	\$2,500 Ind. / \$5,000 Fam.	\$5,000 Ind. / \$10,000 Fam.	\$5,000 Ind. / \$10,000 Fam.
Non-Network	-	-	-
Out Of Pocket Max (Indiv / Family)			
In-Network	\$4,000 Ind. / \$8,000 Fam.	\$7,150 Ind. / \$14,300 Fam.	\$6,000 Ind. / \$12,000 Fam.
Coinsurance			
In-Network	0%	20%	0%
Telemedicine	\$0	\$0	\$55
Physician Office Visit			
In-Network	\$30	\$15	Deductible
Specialist Office Visit			
In-Network	\$60	\$100	Deductible
Preventive Care			
In-Network	0%	0%	0%
Urgent Care			
In-Network	\$75	\$25	Deductible
Emergency Room			
In-Network	\$300 + Ded.	\$300 + Ded. + Coin.	Deductible
Non-Network	\$300 + Ded.	\$300 + Ded. + Coin.	-
Diagnostic Lab & X-Ray			
In-Network	0% in office setting; 0% Deductible + Coinsurance for outpatient or independent lab	0% in office setting; Deductible + Coinsurance for outpatient or independent lab	Deductible
Rehab Therapy- PT/OT/ST			
In-Network	\$60	\$100	Deductible
In-Patient Hospital			
In-Network	Deductible	Deductible + 20%	Deductible
Out-Patient			
In-Network	Deductible	Deductible + 20%	Deductible
Prescriptions	No Separate Deductible	No Separate Deductible	No Separate Deductible Does Include Preventive Drug
Preferred Generic - Retail & Mail	\$10 / 2.5X	\$10 / 2.5X	\$10 / 2.5X
Non-Preferred Generic - Retail & Mail	\$10 / 2.5X	\$10 / 2.5X	\$10 / 2.5X
Preferred Brand - Retail & Mail	\$35 / 2.5X	\$35 / 2.5X	\$35 / 2.5X
Non-Preferred Brand - Retail & Mail	\$60 / 2.5X	\$60 / 2.5X	\$60 / 2.5X
Preferred Specialty Drugs	\$60	\$60	\$60

2020 / 2021 Benchmark



	Public Benchmark		City of Saginaw		
Number of Benchmark Cities	63				
Number of Enrolled Employees			135		
Plans Offered	Non HDHP	HDHP	3		
Current Carrier			Cigna		
Plan Year	2020-2021		2021		
Plan Type			EPO	EPO	HDHP HSA
Subscriber Enrollment			90	20	25
% of Subscriber Enrollment			67%	15%	19%
HSA or HRA Contribution	n/a	\$1,066 EE \$1,829 Fam	n/a	n/a	\$1,800
Individual Deductible	\$1,775	\$3,149	\$2,500	\$5,000	\$5,000
Family Deductible	\$3,865	\$6,216	\$5,000	\$10,000	\$10,000
Individual Out of Pocket	\$4,413	\$4,824	\$4,000	\$7,150	\$6,000
Family Out of Pocket	\$10,377	\$10,778	\$8,000	\$14,300	\$12,000
Coinsurance	19%	14%	0%	20%	0%
Office Visits/Specialist	\$26 PCP Copay / \$50 Specialist Copay	Ded./14%	\$30 PCP Copay / \$60 Specialist Copay	\$15 PCP Copay / \$100 Specialist Copay	Ded./0%
Urgent Care	\$64 Copay	Ded./14%	\$75 Copay	\$25 Copay	Ded./0%
Emergency Room	\$239 Copay + Coinsurance	Ded./14%	\$300 Copay + Ded	\$350 Copay + Ded./20%	Ded./0%
Inpatient Surgery	Ded./20%	Ded./14%	Ded./0%	Ded./20%	Ded./0%
Pharmacy - Retail Only	Tier 1 - \$10 Tier 2 - \$41 Tier 3 - \$77 Tier 4 - \$144	Ded./14%	Tier 1 - \$10 Tier 2 - \$35 Tier 3 - \$60	Tier 1 - \$10 Tier 2 - \$35 Tier 3 - \$60	Tier 1 - \$10 Tier 2 - \$35 Tier 3 - \$60

City of Saginaw Rates/Contributions compared to Benchmark

Employee Contributions	Public Benchmark		City of Saginaw		
Plan	Non HDHP	HDHP	Copay	Alt Copay	HDHP HSA
Employee	\$49	\$17	\$0	\$0	\$0
EE + Spouse	\$428	\$347	\$650	\$461	\$449
EE + Child	\$297	\$229	\$384	\$223	\$235
EE + Family	\$622	\$501	\$1,373	\$452	\$1,028

- ❑ The City funds employee only cost at 100% for all three plans which is rich compared to norms. However, it does not align with best practices. Recommendation would be to restructure employee only subsidy to steer members to plans with more effective cost control measures (example: HDHP Plan, Narrow Network Plans).
- ❑ Typically a funding structure will be set up to incentivize employees into the lowest cost plan which is designed to transform the way health care is delivered and purchased. The goal is to make employees engaged consumers of their health care. Currently, the funding is set up in a way that the plan with the greatest impact to save costs and mitigate trend for the City is not the lowest cost plan (HDHP Plan).
- ❑ The benefits offered (including plan cost share and premium cost share for employees with spouses and families) are significantly behind benchmarks.

2020 -2021 Contributions



HSA Plan	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Contribution Per Paycheck (\$)
Employee	25	\$580	\$580	100%	\$0	\$0
+ Spouse	1	\$814	\$365	45%	\$449	\$224.57
+ Children	8	\$600	\$365	61%	\$235	\$117.74
+ Family	0	\$1,393	\$365	26%	\$1,028	\$513.94
Premium Contributions - Annual	25	\$241,352	\$213,357	88%	\$27,995	
HSA Contributions (\$1,745 Per Employee.)		\$43,500	\$43,500	100%	\$0	
Total Contributions - Annual		\$284,852	\$256,857	90%	\$27,995	

Alt Copay	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Contribution Per Paycheck (\$)
Employee	20	\$649	\$649	100%	\$0	\$0
+ Spouse	2	\$904	\$443	49%	\$461	\$230.33
+ Children	17	\$666	\$443	67%	\$223	\$111.46
+ Family	1	\$895	\$443	50%	\$452	\$225.77
Premium Contributions - Annual	20	\$324,102	\$262,152	81%	\$61,950	

Copay	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Contribution Per Paycheck (\$)
Employee	90	\$730	\$730	100%	\$0	\$0
+ Spouse	5	\$1,015	\$365	36%	\$650	\$325.23
+ Children	22	\$749	\$365	49%	\$384	\$191.98
+ Family	2	\$1,738	\$365	21%	\$1,373	\$686.54
Premium Contributions - Annual	90	\$1,088,464	\$915,118	84%	\$173,347	

- ❑ The City does not contribute a flat dependent subsidy towards health care but rather significantly varies its contribution amongst rate tiers. For example, the city ranges from 21% Family to 49% Child(ren) subsidy on the Copay plan which is the plan closes to our benchmark PPO plan. As a best practice, most municipalities will contribute a flat % subsidy towards spouse, children and family and then allow employees buy up for more costly plans.
- ❑ To gauge whether the plans are cost neutral we calculated costs assuming 100% of employees are enrolled on each plan (HSA, Alt Copay and Copay). The HSA Plan and the Copay plan are cost neutral. However, the Alt Copay plan is not cost neutral and that is why there are not any single employees enrolled on that plan.
- ❑ Overall, we would recommend to look at plan options to reduce out pocket cost sharing from Deductibles and Out of Pockets and recalibrate the employers funding structure. Consider re-evaluating funding all plans at 100% and build in increases so that other areas of benefits and subsidies can be improved.

Dental Plan: CIGNA

- ❑ Recommend offering a DHMO plan (in addition to the current PPO Plan) and pay 100% for employees to enroll in this coverage and offer the current plan as a buy-up

DENTAL BENEFITS	CIGNA
	DPPO GC 1K 4 Tier
	Passive PPO
<u>Type I – Preventive Services</u>	2020-21
Deductible	Waived
Oral Exams -	No cost
Fluoride treatments-children under ____ limit ____ per calendar year	No cost
(2) Cleanings per calendar year	No cost
Sealants for children under ____ not to exceed \$ ____ per calendar year	No cost
Full mouth X-ray 1 series in a ____ consecutive month period	No cost
Periapical and Intraoral X-rays	No cost
Bitewings X-rays once per calendar year	No cost
<u>Type II – Basic Services</u>	
Coinsurance	80%
Emergency Exams	80%
Non-preventive X-rays	80%
Amalgam and resin-based composite fillings	80%
Extractions	80%
Anesthesia	80%
Periodontics	80%
Oral Surgery	80%
<u>Type III – Major Services</u>	
Coinsurance	50%
Replacement of Crowns	50%
Dental Implants	50%
Removable / fixed bridge-work	50%
Partial or complete dentures	50%
<u>Type IV – Orthodontia</u>	
Coinsurance	50%
Orthodontia Eligibility	Child up to age 19
Orthodontia Lifetime Maximum	\$1,000
<u>Calendar Year Deductible</u>	
Individual	\$50
Family	\$150
<u>Maximums and UCR Info</u>	
Dental Annual Maximum	\$1,000
Network	Cigna Total DPPO
UCR Out of Network Percentile	90th



Voluntary Vision Plan: CIGNA



VOLUNTARY VISION BENEFITS		2020-22
		1025
Eye Exam	Network	\$10
	Non-Network	\$45 Allowance
<u>Frames/ Lenses, and/or</u>		
Single Vision	Network	\$25 Copay
	Non-Network	\$32 Allowance
Bifocal Lenses	Network	\$25 Copay
	Non-Network	\$55 Allowance
Trifocal Lenses	Network	\$25 Copay
	Non-Network	\$65 Allowance
Progressive Lenses	Network	\$25 Copay
	Non-Network	\$80 Allowance
Frames	Network	\$25 Copay- \$130 Allowance +20%
	Non-Network	\$71 Allowance
<u>CONTACTS</u>		
Medically Necessary Contacts 1 year supply	Network	\$25 Copay
	Non-Network	\$210 Allowance
Elective Contact 1 year supply	Network	\$25 Copay- \$130 Allowance
	Non-Network	\$105 Allowance
Exam Frequency		12
Lens Frequency		12
Frames / Contacts Frequency		24 frames / 12 contacts
Network		Cigna Vision PPO

❑ Benefits are in-line with benchmarks. No recommendations.

Voluntary Long Term Disability: CIGNA



VOLUNTARY LTD BENEFITS	CIGNA
	2020-23
Class Description	All Active / 30hrs per week
Definition of Earnings	BAE
Monthly Percentage	60%
Monthly Maximum	\$5,000
Guarantee Issue	\$5,000
Minimum Benefit	\$100
Elimination Period	180 days
Maximum Benefit Duration	SSNRA
Definition of Own Occ/Any Occ	24 Months
Earnings Test	80/60 AND
Survivor Benefit	3 Month's Lump Sum
Pre-existing Limitations	3 prior/12 insured
Mental/Nervous Limits	24 months
Drug & Alcohol Limits	24 months
Work Incentive	Included
Taxable Benefit	Taxable
FICA Match	Included
W-2 Preparation	Included

- ❑ Recommended plan design change to increase monthly maximum to \$7,500
 - Added income protection for those earning up to \$100,000 with minimum rate impact (typically less than \$1,000 to \$2,000 annually).

Basic Life & AD&D: Cigna



BASIC LIFE BENEFITS	CIGNA
	2020-23
Class Description	Full Time / 30 hrs per week
Definition of Earnings	BAE
Basic Life Schedule - Employee	\$50,000
Basic Life Includes \$5,000 Spouse Benefit	Yes
Basic Life Includes \$1,000 per Child(ren) Benefit	Yes
Maximum Benefit	\$50,000
Guarantee Issue Amount	\$50,000
Age Reduction Schedule	65% at 65, 50% at 70, 35% at 75
Terminates at Retirement	Yes
Waiver of Premium	Disabled Prior to Age 60, Elim Period, To age 65
Accelerated Death Benefit	50% to \$25,000
Conversion	Included
Portability	Included
BASIC AD&D BENEFITS	
Class Description	Full Time / 30 hrs per week
Definition of Earnings	BAE
Basic AD&D Schedule	
Maximum Benefit	\$50,000
Age Reduction Schedule	65% at 65, 50% at 70, 35% at 75
Education	Included
Seatbelt	Included
Air Bag	Included
Common Carrier Benefit	Not Included
Bereavement Counseling	Not Included

❑ In-line with benchmarks. No recommendations.

Voluntary Life & AD&D: Cigna



VOLUNTARY LIFE & AD&D BENEFITS	CIGNA
	2020-23
Class Description	All Active Full time Employees
Definition of Earnings	Base Annual Earnings
Employee Life Schedule	Increments of 10,000
Employee Maximum Benefit	\$300,000
Employee Guarantee Issue Amount	\$150,000
Age Reduction Schedule	65% at age 65 50% at age 70 35% at age 75 Rounded to the next higher \$1,000
Waiver of Premium	Included
Accelerated Death Benefit	75% TO \$225,000
Conversion	Included
Portability	Included
Value Adds	
Spouse Life Schedule	\$5,000 - \$300,000 up to 100% of Employee's Voluntary Amount
Spouse Maximum Benefit	\$300,000
Spouse Guarantee Issue Amount	\$25,000
Child(ren) Life Schedule	\$1,000 - or \$10,000
FINANCIALS (per \$1,000)	
Age	EE + SP
20 or under	\$0.077
20 - 24	\$0.077
25 - 29	\$0.077
30 - 34	\$0.082
35 - 39	\$0.108
40 - 44	\$0.160
45 - 49	\$0.258
50 - 54	\$0.391
55 - 59	\$0.652
60 - 64	\$0.750
65 - 69	\$1.470
70 - 74	\$2.520
75 or over+	\$8.309
Children	\$0.20
AD&D	0.02 / EE + SP + CH

❑ In-line with benchmarks. No recommendations.

Thank you.

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