

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, February 7, 2023

Saginaw City Hall Council Chambers

333 West McLeroy Blvd.

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

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

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

(1) Call to Order--Valerie Junkersfeld, Mayor Pro-Tem

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

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

(2) Invocation--Pastor Ronnie Mills, Kingdom Chapel

(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, January 17, 2023--Janice England, City Secretary

(b) Action Regarding Building Improvement Grant Agreement with Wrecker ASAP (200 S. Blue Mound Rd.)--Keith Rinehart, Director of Community & Economic Development

- (c) Action regarding Resolution No. 2023-01, Calling for a General Election to be held on May 6, 2023 to elect the Offices of City Council Place 4 and City Council Place 6--Janice England, City Secretary
 - (d) Action regarding Ordinance No. 2023-06, Calling for a Special Election to be held on May 6, 2023 to determine whether the Voters of the City of Saginaw desire to continue a Sales and Use Tax for Street Maintenance in the City--Janice England, City Secretary
 - (e) Action regarding Interlocal Agreement Between the Cities of Azle, Lake Worth, Saginaw, White Settlement, Pelican Bay, and Reno; and My Health My Resources of Tarrant County--Northwest Tarrant County Crisis Intervention Team--Russell Ragsdale, Chief of Police
 - (f) Action regarding Salary Adjustments for Police Department (discussed at 1/17/2023 City Council Meeting)--Russell Ragsdale, Chief of Police
 - (g) Action regarding Salary Adjustments (discussed at 1/17/2023 City Council Meeting)--Melanie McManus, Director of Human Resources
 - (h) Action regarding BUS287 Green Ribbon Project Phase II Funding--Randy Newsom, Director of Public Works
- (5) Consideration and Action regarding Resolution No. 2023-02, Declaring intention to reimburse an amount not to exceed \$16,950,000 for certain capital expenditures with proceeds from debt; and placing time restrictions on the issuance of tax-exempt obligations--Kim Quin, Finance Director
- (6) 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
- (b) ILT Charter School Traffic

- (7) Adjournment--Valerie Junkersfeld, Mayor Pro-Tem**



City of Saginaw

Meeting Date: 2/7/2023

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, January 17, 2023

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on January 7, 2023 are presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Council Minutes, 01-17-2023

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
JANUARY 17, 2023**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Paul Felegy
Councilmember	Nicky Lawson
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Trenton Tidwell, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Lee Howell
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Russell Ragsdale
Asst. Police Chief	Brandon Badovinac
Police Lieutenant	James Crippen
Fire Chief	Doug Spears
Director of Public Works	Randy Newsom
Dir. of Comm. & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Municipal Court Judge	Lorraine Irby
Communications Manager	Pedro Zambrano
Planning Manager	Susy Victor-Trevino
Police Officer	Brian Stewart

Absent from the meeting:

None

Visitors at the meeting:

Brack St. Clair	Joey Tubbs
Shawn Tubbs	David Miank
Brent Wooten	Randy Mauger
Kelly Stewart	Aaron Hultgen
Jonathan Reames	Abra Nusser
John Reynolds	Jennifer Ripka
Ronnie Horton	Margaret Somereve
Amanda Towns	

(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

Ms. Amanda Towns of the First Baptist Church gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, January 3, 2023

b. Action regarding Approval for Weaver and Tidwell, LLP to perform the Fiscal Year 2022-2023 Audit

Summary: After a request for proposals for professional auditing services on June 18, 2019 the City Council awarded a two year contract with the option of three one-year extensions to Weaver and Tidwell to perform audit services for fiscal years 2018-2019 and 2019-2020. Two of the three one-year extensions have been completed. This action will authorize Weaver and Tidwell to complete the third extension. The estimated cost for the fiscal year 2022-2023 audit is \$48,710. A single audit will likely be needed which will be an additional \$5,300 charge.

c. Action regarding Proposal for Professional Services for Roof Technical Services, Inc. for Professional Engineering/Roof Consulting Services for the Police Department

Summary: The Police Department roof replacement is complex and will be grant-funded. Therefore it is recommended that a roof specialist prepare the bid documents and recommend a qualified contractor to make the needed repairs. Roof Technical Services Inc. has submitted a proposal to cover the services mentioned. Due to the sensitive nature of the contents in the building including records, evidence and IT equipment that have been or could be impacted by roof leaks and potentially compromised, the roof issue must be addressed soon.

d. Action regarding Contract for Independence Day Fireworks

Summary: Pyro Shows of Texas is the vendor who we used in last year's fireworks show and we were able to book them for this year's July 1st event. The cost for this year's show is \$22,000 with a 50% (\$11,000) deposit due when we sign the contract. Funds for this expenditure are available in the Parks Donation Fund.

e. Action regarding Eagle Mountain-Saginaw-ISD Memo of Understanding for TLETS/NLETS Access

Summary: The Eagle Mountain-Saginaw ISD is requesting TLETS/NLETS access through the Saginaw Police Department. Due to their agency not being a Public Service Answering Point (PSAP), they are unable to obtain this access on their own. The proposed Memo of Understanding (MOU) covers this request. In the past we have had a similar MOU with Burlington Northern Railroad. Due to the low volume of entries/clearances, we do not anticipate there being any financial impact on the Saginaw Police Department. The proposed MOU is for the period of one year which will allow re-evaluation to determine a potential cost after the first year if warranted.

Mayor Flippo stated that he had received requests to pull Items 4c and 4d from the Consent Agenda.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Items 4a, 4b, and 4e of the Consent Agenda as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

The Council considered Item 4c. Action regarding Proposal for Professional Services for Roof Technical Services, Inc. for Professional Engineering/Roof Consulting Services for the Police Department.

Motion was made by Councilmember Bighorse with a second by Councilmember Copeland to approve Item 4c of the Consent Agenda as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

The Council considered Item 4d. Action regarding Contract for Independence Day Fireworks.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Item 4d of the Consent Agenda as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(5) Introduction of K9 “Six”

Police Chief Ragsdale introduced Saginaw K9 Officer “Six” and his handler, Police Corporal Manning. “Six” recently completed training and is certified as a narcotics detection K9 and is also certified in tracking and suspect apprehension.

(6) Presentation of Texas Coalition for Affordable Power (TCAP) Founding Member Award

Ms. Margaret Somereve, Executive Director of the Texas Coalition for Affordable Power, gave a brief presentation regarding TCAP and its purpose. The City of Saginaw has been a member since 2001 when TCAP was founded. She presented a TCAP Founding Member Award to the City.

(7) Presentation of Comprehensive Annual Financial Report for the Year Ended September 30, 2022

Ms. Jennifer Ripka of Weaver and Tidwell, L.L.P. presented the Comprehensive Annual Financial Report for the year ended September 30, 2022. She briefly explained the contents of the report. She expressed her appreciation to Finance Director Quin for her assistance during the audit process.

(8) Consideration and Action regarding Ordinance No. 2023-5, Appointment of Municipal Court Judge and Associate Judges; and Approval of Municipal Court Judge Agreement

Municipal Court Judge Irby gave a brief overview of the municipal court process.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Ordinance No. 2023-5, appointing the Municipal Court Judge and Associates Judges; and to approve the Municipal Court Judge Agreement. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

Mayor Pro-Tem Junkersfeld left the Council Chambers prior to Item 10 due to a Conflict of Interest.

(9) PUBLIC HEARING – Consideration and Action regarding Recommendation from Planning and Zoning Commission on Request for a Specific Use Permit to allow the Expansion, Construction, and Operation of a Mini-Warehouse Facility located at 221 and 225 S. Belmont St. (Ordinance No. 2023-1 & Ordinance No. 2023-04)

Mayor Flippo declared the public hearing for this item opened at 6:40 p.m. Mr. David Miank explained his request for a Specific Use Permit at 221 and 224 S. Belmont Street to the Council. Mayor Flippo called for any public input. There was none. Mayor Flippo declared the public hearing closed at 6:54 p.m.

Motion was made by Councilmember Copeland with a second by Councilmember Bighorse to approve Ordinance No. 2023-01 and Ordinance No. 2023-04 approving the request for a Specific Use Permit to allow the expansion, construction, and operation of a mini-warehouse facility located at 221 and 225 S. Belmont St. as recommended by the Planning and Zoning Commission. Motion carried unanimously. 6-0-1-0

For: Mayor Flippo, Councilmembers Felegy, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: Mayor Pro-Tem Junkersfeld

Absent: None

- (10) PUBLIC HEARING -- Consideration and Action regarding Recommendation from Planning & Zoning Commission on Amending the Zoning Ordinance of the City of Saginaw regarding a Change in Zoning from City Facility (CF) to Planned Development (PD) with Restaurant and Entertainment Uses on the Approximate 2.4 Acres out of “SAGINAW, BLOCK 4 PT BLK 4”, more commonly known as 400 S. Saginaw Boulevard and “SAGINAW, BLOCK 4 ALL LESS E25”, more commonly known as 405 S. Belmont Street, Saginaw, Texas 76179 (Per TAD) (Ordinance No. 2023-02)

Mayor Flippo declared the public hearing for this item opened at 6:55 p.m. Mayor Flippo called for public comments. Mr. Shawn Tubbs addressed the Council. He asked about the impact of this item on the existing Veteran’s Memorial. Mayor Flippo explained that plans are to move the Veteran’s Memorial to the park behind City Hall. This will make the memorial more accessible for the public. There being no further public comment, Mayor Flippo declared the public hearing closed at 7:00 p.m.

Motion was made by Councilmember Felegy with a second by Councilmember Bighorse to approve Ordinance No. 2023-02, approving the change in zoning from City Facility (CF) to Planned Development (PD) with restaurant and entertainment uses as presented, and recommended by the Planning and Zoning Commission. Motion carried unanimously. 6-0-1-0

For: Mayor Flippo, Councilmembers Felegy, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: Mayor Pro-Tem Junkersfeld

Absent: None

Mayor Pro-Tem Junkersfeld returned to the Council Chambers after the completion of Item 10.

- (11) PUBLIC HEARING – Consideration and Action regarding Recommendation from Planning & Zoning Commission on Request to Amend the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) Amending Article 5 “Permitted Uses”, Article 6 “Zoning Districts”, Article 8 “Supplemental District Regulations”, and Article 12 “Definitions”, Providing for Standards relating to a New Neighborhood Mixed-Use Zoning District (Ordinance No. 2023-03)

Mayor Flippo declared the public hearing for this item opened at 7:01 p.m. Ms. Abra Nusser of Peloton Land Solutions gave a brief presentation regarding the proposed amendments to the Neighborhood Mixed Use Zoning District. Mayor Flippo called for public comment. Mr. Brent Wooten expressed his support of the proposed amendments. There being no further comment, Mayor Flippo declared the public hearing closed at 7:18 p.m.

Motion was made by Councilmember Lawson with a second by Councilmember Felegy to approve Ordinance No. 2023-03, approving Ordinance No. 2023-03 as presented, and recommended by the Planning and Zoning Commission. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(12) Consideration and Action regarding Board Appointments

Councilmembers Lawson, Bighorse, and Copeland stated their recommendations for appointments to the Advisory Recreation and Parks Board, Animal Shelter Advisory Committee, Board of Adjustment, Diversity & Inclusion Committee, and the Keep Saginaw Beautiful Board.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to appoint the following as recommended: Advisory Recreation & Parks Board – Move Jane Lyon from Alternate No. 1 to Place No. 1, Appoint Michael Arbuckle to Alternate No. 1, and Appoint Adhel Torres to Alternate No. 2; Animal Shelter Advisory Committee – Move Carolle Cox from Alternate No. 1 to Place No. 8, Move John Peet from Alternate No. 2 to Alternate No. 1, and Appoint Laura Yandell to Alternate No. 2; Board of Adjustment – Appoint Eric King to Alternate No. 2; Diversity & Inclusion Committee – Appoint Val Visas to Place No. 3; Keep Saginaw Beautiful Board - Move Teresa Johnson from Place No. 5 to Place No. 1, Move Kelly Stewart from Place No. 6 to Place No. 2, Appoint Crystal Philp to Place No. 3, Appoint Corie Blake to Place No. 4, Appoint Melissa King to Place No. 5, Appoint Lena Goff to Place No. 6, and Appoint Jarred Coursey to Place No. 7. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(13) Discussion of 2023 Work Plan Projects

The suggested projects for the 2023 Work Plan were discussed. City Manager Reaume explained that a resolution adopting the 2023 Work Plan will be presented at the next Council Meeting for action.

(14) Discussion regarding Salary Compression and Starting Salaries

Director of Human Resources McManus gave a brief presentation regarding employee salaries including compression and starting salaries. She explained three recommendations for consideration.

Recommendation #1

Increase minimum full time salaries to \$17.50 per hour now (mid-year budget adjustment). This affects 12 positions citywide (8 filled, 4 vacant).

Total Cost for this Fiscal Year: \$21,813 (General Fund \$19,248; Enterprise Fund \$2,565)

Recommendation #2

Public Works employees at Crew Leader level and below receive a “step” adjustment now (mid-year budget adjustment). (Approximately 3%)

Total Cost for this Fiscal Year: \$10,198 (General Fund \$4,593; Enterprise Fund \$5,605)

Recommendation #3

Police Department Adjustments (mid-year budget adjustment)

11 sworn officers \$31,106.27 plus benefits

2 civilian employees \$5,828.30 plus benefits

Total Cost for this Fiscal Year: \$36,934.57 plus benefits (est. total \$48,000)

Following some discussion, the consensus of the Council was to proceed with all three recommendations with an effective date of February 1, 2023, and to place this on the next agenda for action.

Director of Human Resources McManus pointed out that the proposed changes will have a trickle effect on the salaries of other positions on the salary plan. Mayor Flippo requested the impact be reviewed. Finance Director Quin reminded the Council that the proposed changes include partial year funding, and will have to be fully funded in future fiscal years. She added that this will have an effect on the tax rate.

(15) 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
- b. ILT Charter School Traffic

1 § 551.087. Texas Government Code. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to 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—200 S. Blue Mound Road

Mayor Flippo declared the meeting recessed into Executive Session at 8:19 p.m.

Mayor Flippo declared the meeting back in Regular Session at 9:05 p.m.

(16) Adjournment

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

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of January 17, 2023 adjourned at 9:05 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 2/7/2023

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

Agenda Items: (4)(b)

E-mail: krinehart@saginawtx.org

Phone: 18172300331

SUBJECT:

Action Regarding Building Improvement Grant Agreement with Wrecker ASAP (200 S. Blue Mound Rd.)

BACKGROUND/DISCUSSION:

On Tuesday, January 17, 2023, the Saginaw City Council received information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted in December 2022 by Wrecker ASAP in regards to their property located 200 S. Blue Mound Rd. The City Council determined in that session to award an amount not-to-exceed \$10,000 in reimbursable and matching dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

FINANCIAL IMPACT:

Maximum of \$10,000 from Account # 01-6142-13-00 Building Improvement Grants

RECOMMENDATION:

Approve as recommended by the City Council in Executive Session.

ATTACHMENTS:

Description
Council Communique



COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

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

Date: City Council Meeting – February 7, 2023

ITEM:

Action Regarding Building Improvement Grant Agreement with Wrecker ASAP (200 S. Blue Mound Rd.)

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

On Tuesday, January 17, 2023, the Saginaw City Council received information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted in December 2022 by Wrecker ASAP in regards to their property located 200 S. Blue Mound Rd. The City Council determined in that session to award an amount not-to-exceed \$10,000 in reimbursable and matching dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

FINANCIAL IMPACT:

Maximum of \$10,000 from Account # 01-6142-13-00 Building Improvement Grants

RECOMMENDATION

NA

ATTACHMENTS:

- Building Improvement Grant Application
- 380 Agreement

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

Thank you,

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

Keith C. Rinehart, Director of Community & Economic Development

Building Improvement Grant Program Agreement

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

WITNESSETH:

WHEREAS, the Property Owner is the owner of property located at 200 S. Blue Mound Rd., Saginaw, Texas; and

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

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

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

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

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

Section 1. Term

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

Section 2. Definitions

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

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

Section 3. Economic Development Incentive

(a) Payment. Subject to the Property Owner's continued satisfaction of the terms and conditions of this Agreement and of the Policy, and the obligation of the Property Owner to repay the Incentive pursuant to Section 5(b) hereof, the City agrees to provide the Building Improvement Grant to the Property Owner to be paid in a single lump-sum payment after Property Owner makes a written request for reimbursement, in accordance with the requirements of the Policy. The total Building Improvement Grant shall be an amount not to exceed \$10,000 and eligibility for any Enhancement category shall be limited as set forth in the Policy.

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

Section 4. Building Improvement Grant Conditions

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

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

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

Section 5. Termination

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

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

Section 6. Miscellaneous

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

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

If intended for Property Owner, to:

Wrecker ASAP
Attn: Lionel Bseiso
200 S. Blue Mound Rd.
Saginaw, TX 76131

If intended for City, to:

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

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

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

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

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

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

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

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

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

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

City of Saginaw, Texas

By:

Todd Flipppo, Mayor,

Attest:

By:

City Secretary

Executed on this _____ day of _____, 2023.

Property Owner

By: _____

Name:

EXHIBIT "A"

ENHANCEMENTS AND CONSTRUCTION COSTS

B.I.G. Application

4	Enhancements	Total Cost	Policy Max %	Policy Max \$	Amount Requested	Amount Approved
A	Façade: (Section 4.3)	\$49,908	50%	\$5,000	\$5,000	-
B	Interior Renovation: (Section 4.4)	\$12,000	50%	\$5,000	\$5,000	-
C	Landscaping: (Section 4.5)	-	-	-	-	-
D	Lighting: (Section 4.6)	-	-	-	-	-
E	Parking / Driveways: (Section 4.7)	\$18,000	50%	\$5,000	\$5,000	-
F	Pedestrian Amenities: (Section 4.8)	-	-	-	-	-
G	Signage: (Section 4.9)	\$7,000	50%	\$3,500	\$3,500	-
H	Code Compliance: (Section 4.10)	\$18,000	50%	\$5,000	\$5,000	-
I	Demolition: (Section 4.11)	\$500	50%	\$250	\$250	-
J	Public Art: (Section 4.12)	\$8,400	50%	\$4,200	\$4,200	-
TOTAL UPGRADES		\$113,808	TOTAL AMOUNT REQUESTED		\$27,950	
		TOTAL BUILDING IMPROVEMENT GRANT APPROVED:				
L	Describe any planned Non-Grant Enhancements: We have cleaned the entire property of debris and brush undergrowth. We have brought the current building up to code to obtain our Certificate of Occupancy. We have worked with the City Planner and our neighbors to install fencing and paint the current building a color that conforms to the uniformity of the area. We have moved the waste oil tanks to the rear of the building to enhance curb appeal. We desire to own and display a beautiful addition to the City of Saginaw, and we'd like to ask for your help to get there.					
We have already removed and repaved poor areas of the parking lot at a cost of \$18,000						

B.I.G. Application

1 PROJECT INFORMATION				
A	<u>Property Address:</u> 200 S. Blue Mound Rd.			
B	<u>Estimated Begin Work Date:</u> December 15, 2022		<u>Estimated Completion Date:</u> March 15, 2023	
C	<u>Years in Business at this Location:</u> 3 Months (closed on property in September 2022)			
D	<u>Reason for Requesting Grant:</u> Construct a new building. Fence, sign and upgrade the existing building and property.			
2 ELIGIBILITY OF PROPERTY				
	Yes	No	Item	Notes
A	X		Within the City?	
B	X		Commercially zoned?	
C	X		Tax Paying entity?	
D	X		City taxes in good standing?	
E		X	No City liens existing?	
F	X		Proof of ownership provided?	
G		X	Outstanding code violations?	
H	X		Frequency of Grants OK?	• In accordance with Section 3.1.8
3 ELIGIBILITY OF BUSINESS				
	Yes	No	Item	Notes
A	X		Business taxes in good standing?	
B	X		If not owner, authorization provided?	

B.I.G. Application

6	GRANT PRIORITIES			
	Yes	No	Preferred Area / Business?	Notes
A	X		Transportation Corridors including: McLeroy Blvd.	• This is also located one block from N/S Saginaw Blvd.
B	X		Downtown	• Located in the geographic center of town
C		X	Retail	• ZONED COMMUNITY COMMERCIAL: Real Estate
D		X	Restaurants	
E	X		Professional Office	• Century 21 Alliance Properties
F		X	Industrial and manufacturing	
G	X		Any sales-tax generating business	• Century 21 Alliance Properties
6	ATTACHMENTS / EXHIBITS			
	Yes	No	Item	Notes
A	X		Ownership documentation	• See attached...
B	X		Photos of existing condition	• Photos of existing building and signage
C			Drawings, renderings, plans of the proposed enhancements	• Photos concepts of new signage
D	X		Written description of enhancements including building materials and color schemes	• Yes
E	X		Construction cost estimate	• \$7,000 – Asphalt
F		*X	Copy of the signed lease agreement	• Not required – Applicant is owner
G		*X	Written support of grant application from the owner	• Not required – Applicant is owner

TAD – PROPERTY VALUATION

PROPERTY LOCATION: 200 S. Blue Mound Rd.

\$ Values

ACCT#: 3830918

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

Year	Improvement Market	Land Market	Total Market	Total Appraised ¹
2022	\$508,322	\$21,082	\$529,404	\$529,404
2021	\$376,814	\$21,082	\$397,896	\$397,896
2020	\$376,814	\$21,082	\$397,896	\$397,896
2019	\$376,814	\$21,082	\$397,896	\$397,896
2018	\$283,918	\$21,082	\$305,000	\$305,000

\$ Values

ACCT#: 5958687

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

Year	Improvement Market	Land Market	Total Market	Total Appraised ¹
2022	\$0	\$100,536	\$100,536	\$100,536
2021	\$0	\$100,536	\$100,536	\$100,536
2020	\$0	\$100,536	\$100,536	\$100,536
2019	\$0	\$100,536	\$100,536	\$100,536
2018	\$0	\$100,536	\$100,536	\$100,536

A zero value indicates that the property record has not yet been completed for the indicated tax year
¹ Appraised value may be less than market value due to state-mandated limitations of value increases

TAX VERIFICATION

PROPERTY LOCATION: 200 S. Blue Mound Rd.

Account: 00005830918

TOTAL DUE: \$2,534.76

OWN: PAY: ADD TO CART: PAYMENTS: STATEMENT

Basic Information

PARCEL: 88E89 LIONEL AND 88E90 AVE	TYPE: Real	LOCATION: 200 S. BLUE MOUND RD	LEGAL: COCK, DAVID SURVEY ABB TRACT 20
12716 WHITE SETTLEMENT RD FORT WORTH, TX 76106			

View More >>

Property Tax Record

Sort by: Descending

Show: Current Due All Years

PAYMENT HISTORY / RECEIPTS

2022	Bill Amount: \$2,534.76
------	-------------------------

ACCT#: 3830918
\$2,534.76

Account: 00005598687

TOTAL DUE: \$13,347.55

OWN: PAY: ADD TO CART: PAYMENTS: STATEMENT

Basic Information

PARCEL: 88E89 LIONEL AND 88E90 AVE	TYPE: Real	LOCATION: 200 S. BLUE MOUND RD	LEGAL: COCK, DAVID SURVEY ABB TRACT 20
12716 WHITE SETTLEMENT RD FORT WORTH, TX 76106			

View More >>

Property Tax Record

Sort by: Descending

Show: Current Due All Years

PAYMENT HISTORY / RECEIPTS

2022	Bill Amount: \$13,347.55
------	--------------------------

ACCT#: 5958687
\$13,347.55

EXHIBIT “B”

BUILDING IMPROVEMENT GRANT POLICY

Saginaw, Texas

Building Improvement Grant Policy

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

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

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

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

Section 1.

Introduction & Goals

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

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

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

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

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

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

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

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

Section 2.

Definitions

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

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

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

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

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

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

City: The City of Saginaw, Texas.

City Council: The City Council of the City.

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

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

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

Enhancements: Shall be as defined in Section 4 herein.

Façade: Shall mean the exterior of a building.

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

Policy: Shall mean this Building Improvement Grant Policy.

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

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

Staff: The City Manager or their designee.

Section 3.

Eligibility

The following Properties and Businesses are eligible to receive Grants.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.

Enhancements

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

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

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

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

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

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

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

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

4.8. Pedestrian Amenities: The following are Eligible Enhancements:

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

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

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

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

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

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

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

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

4.10. Code Compliance: The following are Eligible Enhancements:

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

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

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

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

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

4.13.1. Maximum Percentage: A Maximum Percentage of fifty percent (50%) shall be the maximum percentage of the total cost of any Enhancement that the City will grant the Applicant.

4.13.2. Maximum Per Enhancement Category: A Maximum Amount of five thousand dollars (\$5,000) is the maximum dollar amount to be granted for any category of Enhancement.

4.13.3. Accumulative Maximum Grant: Notwithstanding the Maximum Percentage and Maximum Per Enhancement Category limitations for each type of Enhancement, no Property or Business may receive more than five thousand dollars (\$5,000) in matching Grants during one 12-month period. The following examples are provided to clarify different application scenarios:

- A. Example 1: Applicant desires to do \$12,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$6,000, but the maximum Grant allowed by the Max Per Category would be \$5,000. The lesser of the two is \$5,000 which would be the maximum matching Grant for the \$12,000 landscaping project. Further, within a 12-month period the Applicant cannot receive additional grants for any Enhancements (per Section 4.13.3).
- B. Example 2: Applicant desires to do \$8,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$4,000, and the maximum Grant allowed by the Max Per Category would be \$5,000. The lesser of the two is \$4,000 which would be the maximum matching Grant for the \$8,000 landscaping project. Further, within a twelve-month period the Applicant cannot receive more grants for Landscape Enhancements (per Section 3.1.8), but may apply and receive a second matching Grant, not to exceed \$1,000 (\$5,000 max - \$4,000 Grant) for any Enhancement category *other than* Landscaping.

Section 5.

Grant Priorities

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

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

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

5.1.2. Downtown areas.

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

5.2.1. Retail;

5.2.2. Restaurants;

5.2.3. Professional Office;

5.2.4. Industrial and manufacturing; and

5.2.5. Any sales-tax generating business.

Section 6.

Administrative Procedures

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

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

Applicants should contact the following to set up a meeting.

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

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

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

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

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

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

6.3.1. Review Criteria:

- A. Completeness of Application: Completeness of the Application; including all required attachments.
- B. Grant Priorities: Whether the Application includes a targeted business classification or whether it is located in a targeted improvement area as defined in Section 5.

- C. Impact: An estimation of the impact that the Enhancements might have, particularly as a catalyst for continued private investment.
- D. Non-funded Improvements: Are the improvements associated with the Grant part of a larger effort to enhance the Property.
- E. Elimination of a Non-Conformity: Do the Enhancements eliminate a legal non-conforming aspect of the Property.

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

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

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

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

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

6.4.4. Recapture Provisions: Provide for the repayment of a Grant if the Applicant or the condition of the Property do not fulfill all obligations required under the Agreement. The City may take any remedy necessary to recover the funds, including filing a lien on the Property.

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

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

6.6.1. Required: All Grant documents, including the Agreement with the City, must be executed and all required permits must be received prior to issuance of the Notice to Proceed.

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

Section 7.

Applicant / Owner Certifications

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

- 7.1. Application Accuracy: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.
- 7.2. Compliance: I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Grant upon completion of the project shall constitute approval of the project by any City department or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.
- 7.3. Insurance: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.
- 7.4. Maintenance: I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.

- 7.5. Discretionary Rights: I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this policy.
- 7.6. Policy Promotion: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.
- 7.7. Indemnification: I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agree to indemnify the City, the Board, and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.

Section 8.

General Provisions

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

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City of Saginaw

Meeting Date: 2/7/2023

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(c)

E-mail: jengland@saginawtxorg

Phone: 817-230-0327

SUBJECT:

Action regarding Resolution No. 2023-01, Calling for a General Election to be held on May 6, 2023 to elect the Offices of City Council Place 4 and City Council Place 6

BACKGROUND/DISCUSSION:

Resolution No. 2023-01 calls the City's General Election for Council Place 4 and Council Place 6. The date of the election will be May 6, 2023. The deadline for candidate applications is Friday, February 17, 2023 at 5:00 p.m. (Note: City Hall will be open from 11:30 a.m. to 5:00 p.m. on February 17th only to accept candidate applications. No other business will be handled during these hours.) The proposed resolution has been reviewed by the City Attorney.

FINANCIAL IMPACT:

N/A The purpose of this item is simply to call the election.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2023-01 as presented.

ATTACHMENTS:

Description
Resolution

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, CALLING FOR A GENERAL ELECTION TO ELECT THE OFFICES OF CITY COUNCIL PLACE 4 AND CITY COUNCIL PLACE 6 TO BE HELD ON MAY 6, 2023; APPROVING A JOINT ELECTION WITH TARRANT COUNTY; AND ESTABLISHING PROCEDURES FOR THAT ELECTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the general election for City Council members of the City of Saginaw is required to be held on May 6, 2023, at which time the voters will elect persons to fill the offices of City Council Place 4 and City Council Place 6;

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

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

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

Section 1. General Election Called. An election is hereby called to elect the offices of City Council Place 4 and City Council Place 6 to serve from May of 2023 until May of 2026 or until their successors are duly elected and qualified. The election shall be held on May 6, 2023 at the John Ed Keeter Public Library, 355 W. McLeroy Blvd., Saginaw, Texas 76179 and location(s) designated in the Joint Election Agreement between the hours of 7:00 a.m. and 7:00 p.m.

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

Section 3. Application for Place on Ballot. Qualified persons may file as candidates by filing applications in the office of the City Secretary from 7:30 a.m. to 5:30 p.m., Monday through Thursday, from January 18, 2023 through February 16, 2023; and 7:30 a.m. to 11:30 a.m., on Fridays, January 20 and 27, 2023 and February 3 and 10, 2023; and from 7:30 a.m. to 5:00 p.m. on Friday, February 17, 2023.

Section 4. Early Voting.

a. Early voting by personal appearance. Early voting by personal appearance shall commence April 24, 2023 and shall continue daily until May 2, 2023 at the locations designated in the Agreement for joint election. Hours for early voting by personal appearance shall be from 8:00 a.m. to 5:00 p.m., from April 24, 2023 through April 28, 2023; from 7:00 a.m. to 7:00 p.m. on each of April 29, 2023, May 1, 2023, and May 2, 2023; and from 10:00 a.m. to 4:00 p.m. on April 30, 2023.

b. Early voting by mail. Heider Garcia, the Tarrant County Chief Deputy Elections Administrator (“Elections Administrator”) or his successor is hereby designated as Early Voting Clerk for the general election. Applications for early voting by mail may be delivered to the Elections Administrator or his successor at the following address: P.O. Box 961011, 2700 Premier Street, Fort Worth, Texas 76161, FAX: 817-850-2344, Email: votebymail@tarrantcounty.com, not later than close of business on April 25, 2023. Early voting by mail ballots shall be mailed to the Elections Administrator or his successor at

P.O. Box 961011, Fort Worth, Texas 76161-0011.

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

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

1. Former Eagle Mountain-Saginaw ISD Administration Building
1200 N. Old Decatur Road, Saginaw, Texas 76179
2. Tarrant County Elections Center
2700 Premier Street, Fort Worth, Texas, 76111

Section 5. Appointment of Election Judge and Alternate Election Judge.

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

Section 6. Method of Voting. Tarrant County's Hart InterCivic Verity Voting System (Version 2.4) shall be used for absentee voting by mail; early voting by personal appearance; regular voting on election day; and provisional voting. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Code.

Section 7. Governing Law and Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident

qualified voters of the City shall be eligible to vote at the election.

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

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

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

ADOPTED AND APPROVED this 7th day of February, 2023.

APPROVED:

Todd Flipppo, Mayor

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney



City of Saginaw

Meeting Date: 2/7/2023

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(d)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Ordinance No. 2023-06, Calling for a Special Election to be held on May 6, 2023 to determine whether the Voters of the City of Saginaw desire to continue a Sales and Use Tax for Street Maintenance in the City

BACKGROUND/DISCUSSION:

In 2001 the Texas Legislature passed House Bill 445 allowing cities, with voter approval, to dedicate a portion of their local sales tax rate to street maintenance and repairs. The sales tax may be used only to maintain and repair existing municipal streets. Saginaw voters approved the Street Maintenance Sales Tax in May 2007 (1/8 cent). The tax expires four years after it takes effect unless voters reauthorize it. It was reauthorized by voters in 2011, 2015, and 2019.

Ordinance No. 2023-06 calls the Special Election to be held on May 6, 2023 for voters to consider the reauthorization of the Sales and Use Tax for Street Maintenance. The proposed ordinance has been reviewed by the City Attorney.

Note: The total sales tax in Saginaw is 8.25%. The State collects 6.25% and the City collects 2%. Of the City's 2%, one (1) cent goes into the City's General Fund, 1/8 cent goes to the Street Maintenance Fund, 3/8 cent is dedicated to the Crime Control and Prevention District and 1/2 cent is dedicated to the reduction of property taxes.

FINANCIAL IMPACT:

N/A The purpose of this item is only to call the election.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2023-06 as presented.

ATTACHMENTS:

Description

Ordinance

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 6, 2023, TO DETERMINE WHETHER THE VOTERS OF THE CITY OF SAGINAW DESIRE TO CONTINUE A SALES AND USE TAX FOR STREET MAINTENANCE IN THE CITY; APPROVING A JOINT ELECTION AGREEMENT WITH TARRANT COUNTY; DESIGNATING A POLLING PLACE; APPOINTING AN ELECTION JUDGE AND AN ALTERNATE JUDGE; PROVIDING FOR NOTICE; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the Texas Tax Code, V.T.C.A., Chapter 327.001 et. seq, (the “Act”), the City adopted a one-eighth of one percent (1/8%) sales and use tax to provide for street maintenance; and

WHEREAS, the Act provides that the sales and use tax for street maintenance expires after four (4) years unless it is reauthorized at an election; and

WHEREAS, the Act provides that the City Council may call an election to reauthorize a previously adopted sales and use tax to provide for street maintenance by adopting an ordinance; and

WHEREAS, the Act provides that an election to reauthorize the sales and use tax shall be held in accordance with Chapter 321 of the Tax Code; and

WHEREAS, Section 321.403 of the Tax Code states that such an election must be held on the first succeeding uniform date for which sufficient time elapses for the holding of an election; and

WHEREAS, Section 41.001 of the Texas Election Code (the “Code”) specifies that the first Saturday in May shall be a uniform election date;

WHEREAS, all of the City and its voting precincts are located within Tarrant County only; and

WHEREAS, by this Ordinance, it is the intention of the City Council to adopt all requirements of an Election Order and Notice of Election in accordance with state law, and authorize an agreement with Tarrant County for joint election services.

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

**SECTION 1.
ORDER**

A special election shall be held on Saturday, May 6, 2023, to submit to the voters a proposition to determine whether to reauthorize the one-eighth (1/8) of one percent (1%) sales and use tax for street maintenance purposes.

**SECTION 2.
BALLOT**

The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the proposition, with the ballots to contain such provisions, markings, and language as required by law, and with such proposition to be expressed substantially as follows:

PROPOSED

FOR	()	THE REATHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF SAGINAW AT THE RATE OF ONE-EIGHTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL
AGAINST	()	STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.

SECTION 3

JOINT ELECTION AGREEMENT APPROVED: The Mayor is authorized to execute the Joint Election Agreement (the "Agreement") between Tarrant County and the City. In the event of a conflict between this Ordinance and the Agreement, the Agreement shall control.

SECTION 4

ELECTION DAY POLLING PLACE: The Election Day polling place for the special election shall be at the John Ed Keeter Public Library, 355 W. McLeroy Blvd., Saginaw, Texas 76179 and the location(s) designated in the Joint Election Agreement between the hours of 7:00 a.m. and 7:00 p.m.

SECTION 5

APPOINTMENT OF ELECTION JUDGE AND ALTERNATE ELECTION JUDGE: The Presiding Election Judge and Alternate Presiding Election Judge shall be appointed

by Tarrant County as indicated in the Agreement and authorized by Chapter 271 of the Code.

SECTION 6

PUBLICATION AND POSTING OF NOTICE OF ELECTION: Notice of the election shall be published at least once in the newspaper in accordance with the provisions of the Code and City Charter.

SECTION 7

EARLY VOTING

a. Early voting by personal appearance. Heider Garcia, Tarrant County Election Administrator (“Elections Administrator”), or his successor is hereby designated as the Early Voting Clerk for the election, as so indicated in the Agreement. Early voting by personal appearance shall commence April 24, 2023 and shall continue until May 2, 2023. Hours for early voting by personal appearance shall be from 8:00 a.m. to 5:00 p.m., from April 24, 2023 through April 28, 2023; from 7:00 a.m. to 7:00 p.m. on each of April 29, 2023, May 1, 2023, and May 2, 2023; and from 10:00 a.m. to 4:00 p.m. on April 30, 2023..

b. Early voting by mail. The Elections Administrator, or his successor, shall be responsible for the Early Voting applications and ballots. Applications for early voting by mail may be delivered to Heider Garcia, Tarrant County Elections Administrator, P.O. Box 961011, Fort Worth, Texas 76111-0011, FAX: 817-850-2344, Email: votemail@tarrantcounty.com, not later than close of business on April 25, 2023. Early voting by mail ballots shall be mailed to the Elections Administrator at the same address. The City Secretary is directed to forward applications and ballots she may receive to the Elections Administrator as provided in the Agreement.

c. Early Voting Ballot Board. Early voting, both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board which is hereby created. According to the Agreement, Tarrant County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the election.

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

1. Former Eagle Mountain-Saginaw ISD Administration Building
1200 N. Old Decatur Road, Saginaw, Texas 76179
2. Tarrant County Elections Center
2700 Premier Street, Fort Worth, Texas, 76111

SECTION 8

METHOD OF VOTING: Tarrant County’s Hart InterCivic Verity Voting System (Version 2.4) shall be used for absentee voting by mail, early voting by personal

appearance, regular voting on election day, and provisional voting. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Agreement and the Code.

SECTION 9

NOTICES: This Ordinance shall serve as the Order of Election (as required by Section 3.001 of the Code) and as the Notice of Election (as required by Section 4.001 of the Code). Notice shall be published in the newspaper in accordance with state law.

SECTION 10

NECESSARY ACTIONS: The Mayor or the City Secretary of the City, in consultation with the City Attorney as needed, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Agreement in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 11

EFFECTIVE DATE: This ordinance shall be in full force and effective immediately after its passage.

PASSED AND APPROVED THIS 7th DAY OF FEBRUARY, 2023.

APPROVED:

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney



City of Saginaw

Meeting Date: 2/7/2023

Staff Contact: Russell Ragsdale
Chief of Police

Agenda Items: (4)(e)

E-mail: ragsdale@saginawpolice.org

Phone: (817)232-0311 ext 2372

SUBJECT:

Action regarding Interlocal Agreement Between the Cities of Azle, Lake Worth, Saginaw, White Settlement, Pelican Bay, and Reno; and My Health My Resources of Tarrant County--Northwest Tarrant County Crisis Intervention Team

BACKGROUND/DISCUSSION:

The cities of Azle, Lake Worth, Saginaw, White Settlement, Pelican Bay, Reno, and My Health My Resources of Tarrant County are committed to creating a team to reduce the hazards associated with interactions between law enforcement and people suffering with mental illness as well as proactively engaging mental health individuals who pose a threat to the community.

FINANCIAL IMPACT:

There will be some training impacts. The department will need to dedicate at least one officer to serve on the NWTC CIT team who will be certified as a mental health peace officer and will also be training in hostage negotiations.

We already send the majority of our folks to the mental health peace officer course, and we have 5 within the department who are hostage negotiators, so this training will have a minimum impact.

Our goal is to proactively engage and build rapport with individuals suffering a mental health crises who pose a threat to the community and respond to high risk suicidal/homicidal person calls for service with a goal of bringing the call to a peaceful resolution.

RECOMMENDATION:

Staff recommends approving the interlocal agreement.

ATTACHMENTS:

Description

Interlocal agreement-NWTC- CIT

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF AZLE, LAKE WORTH, SAGINAW,
WHITE SETTLEMENT, PELICAN BAY AND RENO AND MY HEALTH MY
RESOURCES OF TARRANT COUNTY**

This Agreement is entered into by and between the **City of Azle, Texas**, a Texas home-rule municipal corporation; the **City of Lake Worth, Texas**, a Texas home-rule municipal corporation; the **City of White Settlement, Texas**, a Texas home-rule municipal corporation; the **City of Saginaw, Texas**, a Texas home-rule municipal corporation, the **City of Pelican Bay, Texas**, a Texas Type A general law municipality, the **City of Reno, Texas**, a Texas Type A general law municipality (each “City” or collectively the “Cities”), and **My Health My Resources of Tarrant County** (“MHMRTC”), a community center created pursuant to Chapter 534 of the Texas Health and Safety Code. Cities and MHMRTC may sometimes hereafter be referred to individually as a “Party” or collectively as the “Parties.” This Agreement shall be effective as of the date of the last signature below (“Effective Date”).

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS, the Cities’ police departments routinely engage with citizens suffering from mental health crises and behavioral health challenges; and

WHEREAS, MHMRTC provides mental health law liaison services within Tarrant County to provide a therapeutic alternatives to incarceration that include follow-up, health and wellness checks, advocacy, and training for local law enforcement; and

WHEREAS, the Cities and MHMRTC desire to create the Northwest Tarrant County Crisis Intervention Team to reduce the hazards associated with interactions between law enforcement and people suffering with mental illness as well as proactively engaging mental health individuals who pose a threat to the community.

NOW, THEREFORE, the Cities and MHMRTC hereby contract, agree, and covenant for good and valuable consideration as follows:

I. PURPOSE

The purpose of this Agreement is to create the Northwest Tarrant County Crisis Intervention Team (“NWTC CIT”) which will establish a cooperative and mutually-beneficial working relationship between the Parties, with the goal of identifying persons experiencing a mental illness or crisis, facilitating communication between cooperating agencies and the behavioral health community; developing a foundation that promotes effective solutions for assisting those in mental health crisis or with behavioral health challenges; reducing the need for individuals in crisis to have further involvement with the criminal justice system; developing and overseeing each City’s multi-faceted strategies for improving response; providing interaction

and follow-up with individuals in acute mental health crises; and providing guidance in the area of training, policy, procedures and oversight, while improving the safety for officers and the Northwest Tarrant County community.

II. GOALS OF THE NWTC CIT

- (a) To proactively engage and build rapport with individuals suffering a mental health crises who pose a threat to the community.
- (b) To respond to high risk suicidal/homicidal person calls for service with a goal of bringing the call to a peaceful end when possible, by using specialized training with a focus on de-escalation techniques.
- (c) To provide support to participating agencies and various other law enforcement organizations related to individuals with poor mental health and threats against dignitaries, public servants, public figures, and other persons of interest.
- (d) To provide intelligence, resources, and support to outside law enforcement agencies, such as the FBI, Homeland Security, and neighboring agencies.
- (e) To collaborate with MHMRTC law liaison mental health professionals in order to provide outreach and follow-up to individuals who have had contact with a law enforcement agency and exhibit a sign of mental illness.
- (f) To provide support to participating agencies and patrol on tactical calls including, but not limited to, intelligence gathering, hostage negotiation, and coordinating with MHMRTC. Other collaborations will increase as regionalization efforts within Northwest Tarrant County expand (regional SWAT team, regional major case, etc.).

III. DURATION

- (a) This Agreement shall be effective upon the Effective Date and shall remain in full force and effect until this Agreement is terminated by the Parties in accordance with the terms set forth herein. All rights and obligations arising under this Agreement are non-assignable unless otherwise agreed to by both Parties. This Agreement and any exhibits that may be incorporated herein constitutes the sole agreement of the Parties and supersedes any other understandings or written or oral agreements between the Parties regarding the subject matter herein.
- (b) Any Party may terminate this Agreement without cause, by providing thirty (30) days written notice to the other Parties as provided in Section X herein.
- (c) The terms of this Agreement may be amended upon written approval by each Parties' designated representatives without requiring further approval by their respective governing bodies, if any. The amendment(s) becomes effective upon the date of approval by all Parties.

IV. CITY RESPONSIBILITIES

- (a) Each participating City shall assign at least one police officer to the NWTC CIT. At a minimum, the assigned officer will be a TCOLE certified Mental Health Peace Officer. Each City further agrees to ensure that the assigned officer received hostage negotiation training and certification within one (1) year of the officers assignment to the NWTC CIT.
- (b) Officers assigned to NWTC CIT shall fulfill all duties and responsibilities as stated within their respective department's general orders or standard operating procedures, as well as those orders and directions received from their division chain of command, and NWTC CIT chain of command. At any time, if an order issued by the NWTC CIT chain of command to an officer goes against that officer's home agency's policies or procedures, that officer will follow his home agency's policies and procedures. Additionally, the NWTC CIT officer shall:
 - (1) As necessary, develop, document, and utilize rapport with persons suffering mental illness in order to reduce conflict between those individuals and the police department and to maintain up-to-date, reliable information concerning criminal behavior and threats to the community.
 - (2) Aggressively and proactively endeavor to fulfill the mission and goals of the NWTC CIT on an individual and team basis.
 - (3) Produce thorough and well written reports.
 - (4) Participate fully in team training and with an open mind.
 - (5) Receive performance critique during training and operational debriefs.
 - (6) Notify the NWTC CIT chain of command of any developed crime trend threat or criminal information that is relevant to the responsibilities of NWTC CIT.
 - (7) Immediately notify the home agency on-duty supervisor as well as the NWTC CIT chain of command in the event that forced entry may be necessary by task-force members while conducting work on behalf of the task-force.
 - (8) Immediately notify the home agency on-duty supervisor as well as the NWTC CIT chain of command when a task-force member is enroute to a priority 1 call, or a call that involves a weapon (when safe to do so) while conducting work on behalf of the task-force.
 - (9) Immediately notify the home agency on-duty supervisor as well as the NWTC CIT chain of command when outside agencies or specialized units request assistance from NWTC CIT.

V. MHMRTC RESPONSIBILITIES

MHMRTC shall provide trained mental health personnel through its law liaison team to assist with follow-up, health and wellness checks, and advocacy and training for personnel from the participating Cities.

VI. TRAINING

All training of personnel participating in the NWTC CIT (other than required TCOLE training) pertaining to the responsibilities outlined in this Agreement, including but not limited to: crisis intervention techniques and de-escalation, suicide risks and protective factors, and best practice interventions, shall be a collaborative effort between the Cities and MHMRTC.

VII. REPORTING AND DOCUMENTATION

- (a) Data compilation and reporting processes will be coordinated between each City and MHMRTC.
- (b) The Parties shall communicate regularly to ensure that MHMRTC and each City are sharing all appropriate information and coordination of services for individuals in crisis.
- (c) The Parties shall implement and observe all required physical, technical, and administrative safeguards regarding the data compiled and reported under this Agreement.

VIII. OTHER PROVISIONS

- (a) Costs Reimbursed.
 - (1) Each Party is responsible for all costs it incurs in participating in this Agreement. No Party shall be reimbursed by any other Party for costs incurred pursuant to this Agreement. Personnel who are assigned, designated, or ordered by their employer to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation, benefits and rights for the performance of such duties, including injury, death, or Worker's Compensation benefits, as though the performance was rendered directly to his or her regular employer.
 - (2) All wage and disability payments, pension payments, damage to equipment and clothing, medical expenses, travel expenses, including food and lodging, or any benefits or payments to which an employee is entitled shall be paid by the employee's regular employer.

(b) Liability.

- (1) Each Party shall be legally responsible for the conduct of their respective employees, regardless of whether such employees are performing duties at the request of or under the authority, direction, suggestion, or order of the NWTC CIT or individuals from other participating entities. This assignment of civil liability is intended to be different than the liability otherwise assigned under section 791.006(b) of the Texas Government Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
- (2) All equipment used by any Party to carry out this Agreement shall be owned, leased, or rented by the Party using the equipment. All employees participating in the NWTC CIT shall remain employees of their respective participating entity during performance pursuant to this Agreement, for all purposes.

- (c) Waiver of Immunity. Nothing herein shall be construed to be a waiver of immunity by any Party under Chapter 101 of the Texas Civil Practice and Remedies Code, (Tort Claims Act).

IX. CONFIDENTIALITY AND SHARING OF INFORMATION

- (a) The Cities and MHMRTC personnel shall be knowledgeable of and abide by all applicable law pertaining to confidentiality of information related to a consumer's mental history and other medical records, including, but not limited to, the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).
- (b) The Cities and MHMRTC personnel will share information to ensure coordination of care. This information may include police incident reports or protected health information, subject to the requirements of the Texas Public Information Act. The Parties agree that each shall treat as confidential all information regarding either Party's business, operations, and policy that is not otherwise publicly available or subject to disclosure by law.

X. NOTICES

All notices to any Party to this Agreement must be in writing and must be delivered by hand, electronic mail, or registered or certified mail, return receipt requested, to the Party to whom the notice is given at its address set out below or to another address the receiving Party has designated with proper notice to the sending Party.

MHMRTC:

My Health My Resources of Tarrant County

ATTN: _____

Email: _____

CITY OF AZLE, TEXAS:

Azle Police Department

ATTN: Chief Bennett Hall

505 W. Main Street

Azle, TX 76020

Email: bhall@cityofazle.org

With a copy to: City of Azle
ATTN: Tom Muir, City Manager
505 W. Main Street
Azle, TX 76020
Email: tmuir@cityofazle.org

CITY OF LAKE WORTH, TEXAS:

Lake Worth Police Department

ATTN: Chief J.T. Manoushagian

3805 Adam Grubb

Lake Worth, TX 76135

Email: jmanoushagian@lakeworthtx.org

With a copy to: City of Lake Worth
ATTN: Stacey Almond, City Manager
3805 Adam Grubb
Lake Worth, TX 76135
Email: salmond@lakeworthtx.org

CITY OF WHITE SETTLEMENT, TEXAS:

White Settlement Police Department
ATTN: Chief Christopher Cook
8900 Clifford Street
White Settlement, TX 76108
Email: ccook@wspd.us

With a copy to: City of White Settlement
ATTN: Jeff James, City Manager
214 Meadow Park Drive
White Settlement, TX 76108
Email: jjames@wstx.us

CITY OF SAGINAW, TEXAS:

Saginaw Police Department
ATTN: Chief Russell Ragsdale
505 W. McLeroy Blvd.
Saginaw, TX 76179
Email: rragdale@saginawpolice.org

With a copy to: City of Saginaw
ATTN: Gabe Reaume, City Manager
333 W. McLeory Blvd.
Saginaw, TX 76179
Email: greaume@saginawtx.org

CITY OF PELICAN BAY, TEXAS:

Pelican Bay Police Department
ATTN: Chief Brad Anderson
1300 Pelican Circle
Pelican Bay, Texas 76020
Email: _____

With a copy to: City of Pelican Bay
ATTN: Cynthia Daniels, City Secretary
1300 Pelican Circle
Pelican Bay, Texas 76020
Email: _____

CITY OF RENO, TEXAS:

City of Reno

ATTN: Scott Passmore, City Administrator

195 W. Reno Rd.

Azle, TX 76020

Email: scott.passmore@renotx.gov

XI. INDEPENDENT CONTRACTOR

In performing the duties under this Agreement, each Party is acting as an independent contractor, and not as an agent, representative, servant, or employee of the other Party. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder.

XII. PAYMENTS

Any and all payments arising under this Agreement for the performance of governmental functions or services must be made from current revenues available to the paying Party.

XIII. COMPLIANCE

Each Party shall comply with all federal, state and city statutes, ordinances, and regulations applicable to the performance of the services under this Agreement.

XIV. ENTIRE AGREEMENT

This document embodies the entire agreement and understanding between the Parties. There are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

XV. AMENDMENTS

No alteration, change, modification, or amendment of the terms of this Agreement shall be valid or effective unless made in writing, signed by both Parties and approved by the governing body of each Party.

XVI. WAIVER

No waiver of performance by either Party shall be construed or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

XVII. GOVERNING LAW AND VENUE

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas — Fort Worth Division. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XVIII. SUCCESSORS AND ASSIGNS

Neither Party shall assign, sublet or transfer its interest herein without the prior written consent of the other Parties. Any attempted assignment or transfer of all or any part hereof without such prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and permitted assigns.

XIX. NO THIRD-PARTY BENEFICIARIES

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

XX. SEVERABILITY

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

XXI. FORCE MAJEURE

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed.

XXII. CONTRACT CONSTRUCTION.

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

XXIII. CAPTIONS.

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

XXIV. AUTHORIZATION & APPROVAL

This Agreement has been approved by the governing bodies of Azle, Lake Worth, White Settlement, Saginaw, Pelican Bay, Reno, and MHMRTC, respectively. The execution of this Agreement has been authorized by an act of the governing bodies of Azle, Lake Worth, White Settlement, Saginaw, Pelican Bay, Reno and MHMRTC at a duly called and posted meeting.

IN WITNESS WHEREOF, we have hereunto set our hands this the _____ day of _____, 2023, in multiple originals.

CITY OF AZLE, TEXAS

CITY OF LAKE WORTH, TEXAS

By: Tom Muir, City Manager

Date: _____

ATTEST:

By: Stacey Almond, City Manager

Date: _____

ATTEST:

By: Yael Forgey, City Secretary

By: Holly Fimbres, City Secretary

CITY OF WHITE SETTLEMENT, TEXAS

By: Jeff James, City Manager

Date: _____

ATTEST:

By: Amy Arnold, City Secretary

CITY OF PELICAN BAY, TEXAS

By: Tamra Olague, Mayor

Date: _____

ATTEST:

By: Cynthia Daniels, City Secretary

CITY OF SAGINAW, TEXAS

By: Gabe Reaume, City Manager

Date: _____

ATTEST:

By: Janice England, City Secretary

CITY OF RENO, TEXAS

By: Sam White

Date: _____

ATTEST:

By: Scott Passmore, City Administrator

MY HEALTH MY RESOURCES OF TARRANT COUNTY

By: _____

Title: _____

Date: _____



City of Saginaw

Meeting Date: 2/7/2023

Staff Contact: Russell Ragsdale
Chief of Police

Agenda Items: (4)(f)

E-mail: ragsdale@saginawpolice.org

Phone: (817)232-0311 ext 2372

SUBJECT:

Action regarding Salary Adjustments for Police Department (discussed at 1/17/2023 City Council Meeting)

At the previous council meeting, discussion of salaries within the police department was had. Council requested that we come back with additional information, specifically to the position of Dispatch Supervisor.

BACKGROUND/DISCUSSION:

The Police Department, like the other department within the city, are significantly behind our neighbors reference to pay. The police department presented a study involving 24 policing agencies, showing our pay to be 13% or more behind the average for those cities. We requested council consider moving eleven sworn officers and two non-sworn employees into their proper step, based on their tenure. During this discussion, we also spoke about our dispatch/records supervisor being more than 35% behind the average of nine agencies that submitted pay information. Council requested that we determine the cost for moving the dispatch/records supervisor and bring those cost back to council.

The 15 year non-sworn employee has tendered his resignation. He will be going to another agency as a dispatch supervisor and will be making close to \$20K more than his salary here in Saginaw

FINANCIAL IMPACT:

To move the original 11 sworn officers and 2 non-sworn would cost:
 $\$33,934.31 + 30\% \text{ for Benefits} = \text{Total cost of } \$48,477.59$

To move our Dispatch/records supervisor from Grade 23 to Grade 26 and then to Step 2 based on tenure:
 $\$8179.21 + 30\% \text{ for benefits} = \text{Total cost of } \$11,684.59$

Total Financial impact for all \$60,162.18

RECOMMENDATION:

Staff requests Council approve the adjustments to salary as a mid-year adjustment.



City of Saginaw

Meeting Date: 2/7/2023

Staff Contact: Melanie McManus
Director of Human Resources

Agenda Items: (4)(g)

E-mail: mmcmanus@saginawtx.org

Phone: 8172300330

SUBJECT:

Action regarding Salary Adjustments (discussed at 1/17/2023 City Council Meeting)

BACKGROUND/DISCUSSION:

Salary adjustments were discussed at the January 17th City Council Meeting. Council requested additional information regarding employees affected by the "trickle down effect" of the proposed salary adjustments. That information and Staff's recommendation is included in the attachment.

FINANCIAL IMPACT:

The total financial impact will be \$66,646..

RECOMMENDATION:

Staff's recommendation is attached.

ATTACHMENTS:

Description

Salary Adj Info



Employee Salaries



Recommendation #5



Recommending additional adjustments with **approval** of Recommendation #2 and #4

Recommendation #4

- Public Works employees at Crew Leader level and below receive a “step” adjustment now (mid-year budget adjustment). (Approximately 3%)
- **\$ 10,198**
- General Fund \$ 4,593
- Enterprise Fund \$ 5,605

Recommendation #4

- Increase minimum **full time** salaries to at least \$17.50 per hour now (mid-year budget adjustment). This This affects 12 positions citywide. (8 filled, 4 vacant)
- **\$21,813**
- General Fund \$19,248
- Enterprise Fund \$ 2,565



Recommendation #5 (continued)

Recommending additional adjustments with **approval** of Recommendation #2 and #4

Additional Adjustments (trickle-down effect) – **\$ 34,635**

- General Fund \$ 10,918 (8 current employee's)
- Enterprise Fund \$ 23,717 (8 current employee's and 3 vacant positions)

Total Financial Impact **\$ 66,646**

- General Fund \$ 34,759
- Enterprise Fund \$ 31,887



City of Saginaw

Meeting Date: 2/7/2023

Staff Contact: Randy Newsom
Director of Public Works

Agenda Items: (4)(h)

E-mail: newsom@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Action regarding BUS287 Green Ribbon Project Phase II Funding

BACKGROUND/DISCUSSION:

In the Fall of 2022, the City of Saginaw entered into an agreement with TxDOT for the construction of Phase II of the BUS287 Green Ribbon Project. TxDOT funded \$400,000 towards the project with Saginaw agreeing to cover any costs above that amount with the City's approval. The project was awarded in the amount of \$406,337.70 which was \$6,337.70 above the estimated cost. In addition to this, staff recommended to the contractor to use two existing water meters in the area rather than boring lines under the roadway. This will result in the contractor having to lay 1,700' of 2" PVC with trenching. This will increase the cost by \$14,760.00 but will eliminate any chance for a leak under the road.

FINANCIAL IMPACT:

The total financial impact will be \$21,097.70. The funds to cover the increase of the contract will come from the General Fund Balance.

RECOMMENDATION:

Staff recommends approval of the 2022 BUS287 Green Ribbon Phase II contract increase of \$21,097.70.

ATTACHMENTS:

Description

BUS287 Green Ribbon Project Funding Info

Chuck Wier •

We have received an email from the Contractor stating that they met with Randy Newsome with the City of Saginaw regarding the water meters on project for the irrigation. The city wanted to use the 2 existing water meters that are already there instead of installing 5 new meters across Saginaw Blvd. This will save on the boring item, but it will require installing about 1,700 LF of 2" PVC mainline pipe and trenching to take water to all of the 5 beds.

There will be an increase in cost of \$14,760.00

Thanks,



Texas Department of Transportation



From: Presley, Laura
Sent: Monday, December 12, 2022 8:54 AM
To: 'Randy Newsom'
Cc: Utecht, Katherine
Subject: RE: CSJ 0013-10-089 BUS287 / Minton Rd Landscaping

Randy,

Yes, TXDOT confirmed that the project was awarded for \$406,337.70 and that this change will be an additional \$14,760.00 – putting the project \$21,097.70 over our award amount. I've copied the irrigation numbers from TXDOT below. Let us know if there are any questions or if we can provide any additional information.

From TXDOT:

The city wanted to use the 2 existing water meters that are already there instead of installing 5 new meters across Saginaw Blvd. This will save on the boring item, but it will require installing about 1,700 LF of 2" PVC mainline pipe and trenching to take water to all of the 5 beds.

The cost we received from Contractor was \$15.00/LF for 1,700 LF of 2" PVC Pipe which comes out to \$25,500.00.

The cost savings on the bore item will be \$30.00/LF times 358 LF = \$10,740.00.

There will be an increase in cost of \$14,760.00

Thanks,
Laura

Laura Presley, PLA
Kimlev-Horn | 801 Cherry Street, Unit 11, Suite 1300, Fort Worth, TX 76102



City of Saginaw

Meeting Date: 2/7/2023

Staff Contact: Kim Quin
Finance Director

Agenda Items: (5)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

Consideration and Action regarding Resolution No. 2023-02, Declaring intention to reimburse an amount not to exceed \$16,950,000 for certain capital expenditures with proceeds from debt; and placing time restrictions on the issuance of tax-exempt obligations. Authorization for the sale of \$16,950,000 in General Obligation Bonds.

BACKGROUND/DISCUSSION:

Voters in Saginaw approved three bond propositions on May 1, 2021. Bond propositions included: \$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 \$16,950,000 bond sale will include \$3,400,000 for the Knowles-McLeroy intersection, \$9,550,000 for phases 2 and 3 of Knowles Drive, and \$4,000,000 for park improvements.

FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of issuing \$16,950,000 in voter approved general obligation bonds and approval of the intent to reimburse resolution.

ATTACHMENTS:

Description

2023 bond sale time table

Resolution No. 2023-02



\$16,950,000*
CITY OF SAGINAW, TEXAS (THE "CITY")
GENERAL OBLIGATION BONDS, SERIES 2023
(THE "OBLIGATIONS")

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
																					30						

Proposed Timetable

Monday, January 23, 2023	SAMCO Capital Markets, Inc. ("SAMCO") sends Request for Information ("RFI") to City
Monday, January 30, 2023	City returns RFI to SAMCO
Thursday, February 2, 2023	First draft of Preliminary Official Statement ("POS") sent to bond counsel
Tuesday, February 7, 2023	Brief Counsel on bond issuance plan and receive "greenlight" to proceed Adopt Reimbursement Resolution
Wednesday, February 8, 2023	SAMCO receives comments on first draft of POS
Monday, February 13, 2023	Second draft of POS sent to bond counsel, Underwriters' Counsel, City Officials and rating agency for review
Monday, February 20, 2023	SAMCO receives comments on second draft of POS
Week of February 27, 2023	Conference calls with Rating Agency and Due Diligence with Underwriters' Counsel
Tuesday, February 28, 2023	Third and final draft of POS sent to bond counsel, Underwriters' Counsel and City Officials
Tuesday, March 7, 2023	SAMCO receives comments on third draft of POS
Monday, March 13, 2023	Bond Rating Due
Tuesday, March 14, 2023	Post POS to SAMCO website and email link to distribution list
Tuesday, March 21, 2023	Bond Pricing City Council authorizes the sale of the Bonds (6:00 P.M.)
Tuesday, March 28, 2023	Print and distribute Final Official Statement and post to SAMCO website
Wednesday, April 12, 2023	SAMCO notifies all parties of closing/delivery instructions
Wednesday, April 19, 2023	Obligations Closing; Funds wired to the City's depository bank

*Preliminary; subject to change.

**CITY OF SAGINAW
RESOLUTION NO. 2023-02**

A RESOLUTION DECLARING INTENTION TO REIMBURSE AN AMOUNT NOT TO EXCEED \$16,950,000 FOR CERTAIN CAPITAL EXPENDITURES WITH PROCEEDS FROM DEBT; AND PLACING TIME RESTRICTIONS ON THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS.

WHEREAS, the City of Saginaw, Texas (the “City”) is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit “A” hereto (collectively, the “Project”) prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, on August 2, 2022, the City adopted a resolution declaring intent to reimburse an amount not to exceed \$4,000,000 for certain capital expenditures with proceeds from debt on, and intends to supplement such prior reimbursement resolution with this resolution;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; NOW

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, for the purpose of reimbursing the City in an aggregate amount not to exceed \$16,950,000 for the payment of costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than eighteen (18) months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three (3) years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY, 2023.

Todd Flippo, Mayor
City of Saginaw, Texas

ATTEST:

Janice England, City Secretary

(Seal)

Exhibit "A"

The projects to be financed that are the subject of this Resolution are:

designing, constructing and equipping improvements and additions to City parks, including, trails, sports recreational facilities, senior center, parking, and related infrastructure;

designing, constructing, reconstructing, improving, extending, expanding, upgrading, and developing streets, roads, sidewalks, thoroughfares and related improvements in the City, including pedestrian right of ways, related drainage, utility relocation, signalization, landscaping, lighting, and signage; and

acquiring land and interests in land necessary for such projects.