City of Saginaw

Meeting and/or Executive Session Agenda

Tuesday, September 5, 2023, 6:00 PM
Council Chamber
333 West McLeroy Boulevard
Saginaw, Texas 76179

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

1A. Call To Order -- Todd Flippo, Mayor

1B. Pledges--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"

1C. Invocation--Pastor Joe Rangel, SOBA Church

1D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments.

2: Consent Agenda

All items listed 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.

2A. Action regarding Minutes, August 8, 2023--Janice England, City Secretary

2B. Action regarding Interlocal Agreement with Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services for the Elderly and Persons with Disabilities for the Period of October 1, 2023 through September 30, 2024--Keith Rinehart, Director of Community & Economic Development

2C. Action Regarding Renewal of an Interlocal Agreement to Provide Animal Control Services to the City of Blue Mound--Lee Howell, Asst. City Manager

2D. Action regarding Service Vehicle Replacement for Building and Code Compliance Department--Doug Spears, Fire Chief

3: Proclamations-Presentations

3A. Proclamation for the Small Business Administration Recognizing their 70th Anniversary--Keith Rinehart, Director of Community & Economic Development

3B. Discussion of Safety Concerns regarding School Related Traffic--Russell Ragsdale, Police Chief

4: Public Hearings

No Items

5: Business

5A. Consideration and Action regarding Employee Survey--Melanie McManus, Director of Human Resources

5B. Consideration and Action regarding First Amendment to Fort Worth City Secretary Contract No. 49683, An Interlocal Agreement between City of Fort Worth and Saginaw for Participation in the Environmental Collection Center Household Hazardous Waste Program--Matt Regan, Environmental/Drainage Manager

5C. Consideration and Action regarding requirement of Multi-pet permit, and permit for Fostering of dogs and cats--Joe Stout, Chairman of the Animal Shelter Advisory Committee

5D. Consideration and Action regarding Ground Lease with Triton Saginaw, LLC for Property at 400 S. Saginaw Blvd. and 405 S. Belmont St.--Bryn Meredith, City Attorney

5E. Consideration and Action regarding Chapter 380 Agreement with Triton Saginaw, LLC--Bryn Meredith, City Attorney

5F. Consideration and Action regarding the use of Parks Donations Fund for 2023 Holiday Drone Show--Pedro Zambrano, Communications Manager

5G. Consideration and Action regarding an Employee Retention Incentive--Doug Spears, Fire Chief & Kim Quin, Finance Director

5H. Consideration and Action regarding Employee Incentive Program--Melanie McManus, Director of Human Resources

6: Executive Session

The City Council may take action on any Executive Session item posted.

6A. 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:

6B. Any Posted Item

6C. 551.087 Texas Government Code. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including:

6D. 400 S. Saginaw Blvd. and 405 S. Belmont St.

7: Adjournment

No Items

Signature:

Date Posted: August 31, 2023

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Minutes, August 8, 2023--Janice England, City Secretary

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Consent Agenda	Item: B

Reference File

BACKGROUND/DISCUSSION:

The minutes of the August 8th City Council Meeting are presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

Attachments

Minutes Draft, 8-8-2023.pdf

****The Following Document is a draft of the minutes and not the official approved minutes****

Minutes for the City Council meeting

333 West McLeroy Boulevard, Saginaw, Texas, 76179.

August 8, 2023, 6:00 PM - August 8, 2023, 9:15 PM

Roll Call: (The following members were in attendance)

Todd Flippo, Mayor
Cindy Bighorse, Place 5
Mary Copeland, Place 6
Randy Edwards, Place 4
Paul Felegy, Place 1
Valerie Junkersfeld, Mayor Pro Tem
Nick Lawson, Place 2

1. Call To Order

1A. Call To Order -- Todd Flippo, Mayor - 6:00 PM

Mayor Flippo called the meeting to order at 6:00 p.m.

Present:

City Manager Gabe Reaume

Asst. City Manager Lee Howell

Finance Director Kim Quin

Finance Manager Jennifer Garrett

City Secretary Janice England

Police Chief Russell Ragsdale

Fire Chief Doug Spears

Director of Public Works Randy Newsom

Director of Human Resources Melanie McManus

Director of Community & Economic Development Keith Rinehart

Library Director Ellen Ritchie

Communications Manager Pedro Zambrano

IT Manager Greg Clayton

Chief Building Official Larry Little

Police Lieutenant James Crippen

Absent:

City Attorney Bryn Meredith

City Engineer Trenton Tidwell, P.E.

Visitors:

John Peet

Karen Fruhwirth

Jennifer Flippo

1B. Pledges--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" - 6:00 PM

1C. Invocation - 6:01 PM

Councilmember Lawson gave the invocation.

1D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments. - 6:01 PM

2. Consent Agenda

All items listed 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.

2A. Consent Agenda -

3. Proclamations-Presentations

No Items

4. Public Hearings

4A. Public Hearing on the Fiscal Year 2023/2024 Proposed Budget--Kim Quin, Finance Director - 6:02 PM
Public Hearing was opened at 6:02 PM and closed at 9:11 PM

Mayor Flippo declared the public hearing for this item opened at 6:02 p.m. Finance Director Quin gave a brief overview of the proposed Fiscal Year 2023/2024 budget. There was discussion regarding the addition of a firefighter position and a fire department administrative position to the proposed budget as well as ways to fund the positions. Reviewing the proposed positions at mid year was also discussed. Mayor Flippo called for any public comments. There were none. Mayor Flippo declared the public hear closed at 9:11 p.m.

Valerie Junkersfeld made a motion to Table that was seconded by Cindy Bighorse with a result of 7 - 0
Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Bighorse to table the public hearing on the Fiscal Year 2023/2024 Proposed Budget until the August 15th City Council Meeting.

5. Business

5A. Consideration and Action regarding Removal of Crisis Communications Training from the Proposed Fiscal Year 2023/2024 Budget--Councilmember Felegy and Mayor Pro-Tem Junkersfeld - 9:12 PM

The consensus of the Council was to remove the Crisis Communications Training from the proposed budget.

5B. Consideration and Action regarding scheduling Budget Workshop on Saturday, August 12, 2023--Councilmember Felegy, Councilmember Lawson, and Mayor Pro-Tem Junkersfeld - 9:12 PM

After some discussion, the consensus of the Council was a Saturday Budget Workshop was not needed.

6. Executive Session

The City Council may take action on any Executive Session item posted.
No Items

7. Adjournment

7A. Adjournment--Todd Flippo, Mayor - 9:15 PM

Motion was made by Councilmember Edwards with a second by Councilmember Felegy to adjourn the meeting.

Motion carried unanimously. 7-0-0-0

Mayor Flippo declared the meeting adjourned at 9:15 p.m.

Randy Edwards made a motion to Approve that was seconded by Paul Felegy

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Interlocal Agreement with Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services for the Elderly and Persons with Disabilities for the Period of October 1, 2023 through September 30, 2024--Keith Rinehart, Director of Community & Economic Development

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Consent Agenda	Item: C

Reference File

BACKGROUND/DISCUSSION:

The proposed Interlocal Agreement with the Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services is for the period of October 1, 2023 through September 30, 2024. Since the City is only allocated one day per week for transportation, it will be Monday.

By participating in the program, qualifying residents of Saginaw are entitled to a one-way trip fare of $2.50. The annual cost for the City's participation is $1,795. There is no additional cost because funding has been granted to Trinity Metro by the Federal Transit Administration under Section 5310 of Title 49 of the United States Code. The goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them.

FINANCIAL IMPACT:

The financial impact will be $1,795. Funds for this expenditure are budgeted in the Community Services Budget, Senior Center Programs, Account No. 01-5235-0800.

RECOMMENDATION:

Staff recommends approval of the agreement.

Attachments

090523 TCTS ILA Saginaw 2023-2024.pdf

City of Saginaw

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 – September 5, 2023

ITEM:

Action regarding Interlocal Agreement with Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services for the Elderly and Persons with Disabilities for the Period of October 1, 2023 through September 30, 2024 and Interlocal Agreement for Section 5310 Enhancement Program

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

The proposed Interlocal Agreement with the Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services and the proposed Interlocal Agreement for Section 5310 Enhancement Program are for the period of October 1, 2023 through September 30, 2024. Since the City is only allocated one day per week for transportation, it will be Monday.

By participating in the program, qualifying residents of Saginaw are entitled to a one-way trip fare of $2.50. The annual cost for the City's participation is $1,795. There is no additional cost because funding has been granted to Trinity Metro by the Federal Transit Administration under Section 5310 of Title 49 of the United States Code. The goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them.

RECOMMENDATION:

- Staff recommends approval of the agreement.

FINANCIAL IMPACT:

- The financial impact will be $1,795. Funds for this expenditure are budgeted in the Community Services Budget, Senior Center Programs, Account No. 01-5235-0800.

ATTACHMENTS:

- TCTS ILA Saginaw 2023 – 2024

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

Thank you,

Keith C. Rinehart, Director of Community & Economic Development

FWTA Interlocal Agreement No. _____
City Contract No. _____

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

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

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

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

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

WHEREAS, Trinity Metro has been awarded the grant for this area and the City of Saginaw is contributing a total of $1,795.00 towards the administrative costs of the Section 5310 service (TCTS) for the period from October 1, 2023 through September 30, 2024; and

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

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

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Saginaw will be allocated one day (Monday), each week as their primary designated day for transportation. On that day, all available vehicles will be provided for service to qualified Saginaw residents. On the remaining days of the week, rides are available subject to the priority requests from other cities on a first-come basis.

2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.

3. Trinity Metro will administer transportation services to the citizens of the City of Saginaw under the program known as Tarrant County Transportation Services from October 1, 2023 through September 30, 2024.

4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Saginaw according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.

5. The City of Saginaw will pay the authorized amounts to Trinity Metro within 30 days of receipt of invoice. The payment will be for the period from October 1, 2023 through September 30, 2024.

6. Trinity Metro will provide access upon request to the Section 5310 records to the City of Saginaw.

7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.

8. The term of this agreement will begin October 1, 2023 and end September 30, 2024.

9. The City of Saginaw will be considered a participating community and the qualifying residents of Saginaw will be entitled to ride TCTS for a one-way trip fare of $2.50.

CITY OF SAGINAW, TEXAS

By: _____
Mayor

ATTEST:

_____

APPROVED AS TO FORM:

_____
City Attorney
City of Saginaw, Texas

FORT WORTH TRANSPORTATION AUTHORITY:

By: _____
Richard Andreski
President & CEO

City of Saginaw

City Council Memorandum

Prepared By: Lee Howell

Action Regarding Renewal of an Interlocal Agreement to Provide Animal Control Services to the City of Blue Mound--Lee Howell, Asst. City Manager

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Consent Agenda	Item: D

Reference File

BACKGROUND/DISCUSSION:

Beginning with FY 2019-20, Saginaw has maintained an Interlocal Agreement with the City of Blue Mound to provide Animal Control services. The City of Blue Mound seeks to renew this contract and agrees to a 100% increase in the annual contract fee. Blue Mound has paid $1500 to Saginaw annually since the initial execution of the agreement in FY 19-20. Blue Mound has agreed to increase the annual fee to $3000 for FY 23-24. In addition, Saginaw collects all adoption and other associated fees from animals impounded or owner surrendered from Blue Mound. Adoption fee recovery ranges from $100 to $135, depending on the species and size of the animal, and typically cover cost for; sterilization, adoption fees, microchip, heartworm testing, rabies vaccinations, dewormer, and booster shots. These fees total on average approximately $3000 in additional revenue annually.

FINANCIAL IMPACT:

Revenue of $3000 per year.

RECOMMENDATION:

Staff recommends approval.

Attachments

Interlocal Agreement for Animal Services Renewal (Saginaw and Blue Mound).FINAL.pdf

INTERLOCAL AGREEMENT
FOR ANIMAL CONTROL SERVICES

This Interlocal Agreement for Animal Control Services ("Agreement") is made and entered into by and between the City of Saginaw, Texas ("Saginaw"), and the City of Blue Mound, Texas ("Blue Mound"). Saginaw and Blue Mound may sometimes hereafter be referred to collectively as the "parties" and individually as a "party."

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, Saginaw and Blue Mound represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, Saginaw operates Animal Control Services for the purpose of reducing general animal control problems in Saginaw; and

WHEREAS, Blue Mound currently has a need for such Animal Control Services and is not equipped to render such services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both Saginaw and Blue Mound find it mutually desirable to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

ARTICLE 1.
DEFINITIONS

For the purposes of this Agreement, the following definitions will apply:

"Animal Control Services" shall mean the services provided by Saginaw in response to a Blue Mound Call, including: (1) the humane capture of stray, unrestrained, homeless, abandoned, or unwanted animals and the humane transportation of captured animals to the Animal Shelter; (2) response to calls regarding animals that have entered a person's residence or onto property under the person's possession and control; (3) response to calls regarding animal bites and scratches, including the initial investigation of such incidents; (4) the capture of a biting animal for state-mandated rabies quarantine observation by the Local Rabies Control Authority; (5) response to calls regarding animal cruelty, including the initial investigation of such incidents; (6) restraint of and the administration of the process for dangerous animals (as defined in the Blue Mound Code of Ordinances); and (7) enforcing and issuing citations for violations of

the animal control regulations of the City of Blue Mound. Animal Control Services do not include trapping dangerous wild animals (as defined in the Saginaw Code of Ordinances), horses, or livestock, removal of deceased animals, or responding to barking dog violations.

"Animal Shelter" shall mean the facility known as the Saginaw Animal Shelter currently located at 205 Brenda Lane, Saginaw, Texas 76179.

"Blue Mound Call" shall mean calls made by Blue Mound to request Animal Control Services.

Any word or phrases not specifically defined herein shall have as its ordinary and commonly understood meaning.

ARTICLE 2.
SAGINAW'S OBLIGATIONS

2.1 Saginaw agrees to provide Animal Control Services within the corporate limits of Blue Mound in accordance with the terms of this Agreement.

2.2 Saginaw will provide one animal control officer to patrol Blue Mound occasionally on a daily basis.

2.3 Saginaw will dispatch or respond with at least one animal control officer in response to a Blue Mound Call. Saginaw will dispatch its on-call animal control officer to a Blue Mound Call for after-hour emergencies.

2.4 Saginaw will respond only to Blue Mound Calls reported as follows. During business hours, Saginaw will respond to Blue Mound Calls from Blue Mound directly to Animal Services. For an after-hour emergency, Saginaw will respond only to Blue Mound Calls made by Blue Mound to Saginaw PD, which will then dispatch the on-call animal control officer. Animal Services will not respond to and Saginaw will not dispatch an animal control officer in response to a call from a resident of Blue Mound. All reports of animal control issues or requests from residents of Blue Mound shall be directed to Blue Mound.

2.5 Saginaw agrees to transport all captured animals to the Animal Shelter and house all captured animals at the Animal Shelter; provided, however, that some animals may be released back into their natural habitat at the discretion of Saginaw's animal control officer.

2.6 To the extent permitted by law, and as provided by the Texas Public Information Act, Texas Government Code, Ch. 552, as amended, Saginaw agrees to keep confidential any rabies vaccination certificate information provided by Blue Mound.

2.7 Saginaw shall be entitled to charge fees related to the impoundment or adoption of captured animals from Blue Mound. These fees include holding fees, shot fees, microchip fees, adoption fees and other standard fees as established in the Blue Mound Code of Ordinances. Saginaw shall be entitled to charge and collect these fees from the residents of Blue Mound, and Saginaw shall be entitled to retain these fees for the services that Saginaw is providing.

2.8 Saginaw animal control officers patrolling in Blue Mound shall issue all citations for violations that occur in Blue Mound on a ticket book provided by Blue Mound. All citations issued by Saginaw animal control officers shall be delivered to the Blue Mound Police Department Dispatch office. Any citations that need to be mailed will be mailed by the Blue Mound Municipal Court. All citations issued by the Saginaw animal control officers for violations that occur in Blue Mound shall be prosecuted in the Blue Mound Municipal Court. Any and all fines or fees collected from the prosecution of citations for violations that occur in Blue Mound shall be retained by Blue Mound.

2.9 Saginaw animal control officers shall be responsible for performing dangerous dog and dog bite investigations and for handling dangerous dog proceedings in Blue Mound Municipal Court, at the sole discretion of the Saginaw animal control officers.

2.10 Saginaw animal control officers shall be responsible for performing animal cruelty investigations, but Blue Mound shall be responsible for filing all charges with the appropriate court when the investigation warrants.

2.11 Saginaw's obligations to provide an animal control officer in response to a Blue Mound Call shall be subject to an officer's availability. Saginaw is not in violation of this Agreement if Saginaw is unable to provide an animal control officer in response to a Blue Mound Call because all of Saginaw's animal control officers on-duty or on-call are unavailable.

ARTICLE 3.
BLUE MOUND'S OBLIGATIONS

3.1 Blue Mound agrees to receive all calls for Animal Control Services from its citizens to determine if Animal Control Services are needed, and if so, to initiate a Blue Mound Call. Blue Mound shall not direct or advise citizens to call Saginaw for Animal Control Services.

3.2 Blue Mound shall fully cooperate with Saginaw in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of an animal, including rabies vaccination certificates maintained by any department of Blue Mound; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or scratch; and the name and address of any person believed to own an animal which Blue Mound has called Saginaw to capture or remove.

3.3 Blue Mound agrees to assist with the apprehension of any animal in appropriate situations if reasonably requested by Saginaw.

3.4 Blue Mound agrees to provide Blue Mound ticket books as necessary for use by Saginaw animal control officers performing Animal Control Services under this Agreement.

3.5 Blue Mound will be responsible for filing and prosecuting all criminal or civil charges, in the appropriate court, for any animal control violations of Blue Mound's rules and regulations or for any violations of state law, at the sole discretion of Blue Mound, except for dangerous dog proceedings that Saginaw elects to handle.

3.6 Blue Mound will be responsible for the registration of animals as required by the Blue Mound Code of Ordinances and the management of records related to this process. Blue Mound shall provide records to Saginaw of all animals that are registered with Blue Mound.

3.7 Blue Mound agrees that Blue Mound's police department shall be responsible for handling all barking dog complaints within Blue Mound. Saginaw shall have no obligation to respond to or handle a barking dog complaint from Blue Mound.

3.8 The parties agree that Saginaw will not provide any of the Animal Control Services until Blue Mound has adopted ordinances that are similar to Saginaw's ordinances governing animal control so that the animal control officers of Saginaw will have a uniform set of laws to apply and enforce.

ARTICLE 4.
CONSIDERATION AND FEES

4.1 Blue Mound agrees to pay to Saginaw the sum of Three Thousand & no/100 Dollars ($3,000) per year, payable on May 1 of each year, for the Animal Control Services provided under this Agreement.

4.2 Blue Mound agrees that Saginaw may charge, or cause to be charged, the fees set out in Article A3.000 of Blue Mound's Code of Ordinances, as amended, to the owners of animals for impoundment, quarantine, boarding, holding, microchip, adoption, as well as veterinary bills and other standard fees that are due.

4.3 Saginaw agrees that Blue Mound may prosecute all citations issued by Saginaw animal control officers in the Blue Mound Municipal Court and that Blue Mound may keep all fines collected by Blue Mound from these citations.

ARTICLE 5.
REPORTS

Saginaw shall provide to Blue Mound, upon request, a copy of any report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal and rabies control activities. Saginaw shall also render to Blue Mound at reasonable intervals, such reports and accounting as Blue Mound from time to time may require; provided however, if such request becomes burdensome, Saginaw may invoice for the cost of preparation of such reports.

ARTICLE 6.
JURISDICTION

By this Agreement, Blue Mound grants full and complete authorization and jurisdiction to Saginaw's Animal Control Officers for the enforcement of all applicable state and municipal laws and ordinances involving animal control within Blue Mound's corporate limits, including the authority, but not the obligation, to issue citations and to make appearances in Blue Mound's municipal courts.

ARTICLE 7.
TERM, TERMINATION, AND RENEWAL

7.1 Term and Renewal. This Agreement shall be effective from the full execution of this Agreement by the parties and continuing thereafter through September 30, 2024. This Agreement may be renewed annually thereafter for additional one (1) year terms upon approval by both parties.

7.2 Termination. This Agreement may be terminated by either party for any reason upon 30 days written notice to the other party. All costs and liabilities incurred by Saginaw on behalf of Blue Mound prior to the termination shall be the responsibility of the Blue Mound.

ARTICLE 8.
LIABILITY

8.1 Responsibility for Claims. The parties agree, to the extent authorized by law and without waiving any immunity, right, protection, or defense to which a party may be entitled, that each party shall only be responsible for any claims for damages, costs, and expenses to a person or persons or property arising from or caused by the act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission, but only to the extent the party would otherwise be liable under law.

8.2 Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however, waiving any governmental immunity, right, protection, or defense available to any party individually under Texas law. Each party shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE 9.
INDEPENDENT CONTRACTOR

Saginaw shall be responsible for the Animal Control Services contemplated under this Agreement. Saginaw shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal Control Services. Saginaw shall have ultimate control over the execution of the work under this Agreement. Saginaw shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees.

ARTICLE 10.
GENERAL PROVISIONS

10.1 Severability. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

10.2 Multiple Originals. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

10.3 Authorization. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

10.4 Governing Law and Venue. The Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in a State District Court of Tarrant County, Texas.

10.5 Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

10.6 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if 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 Saginaw, to:
City of Saginaw, Texas
Attn: City Manager
333 W. McLeroy Blvd
Saginaw, Texas 76179

If intended for Blue Mound, to:
City of Blue Mound
Attn: Mayor
301 S. Blue Mound Road
Blue Mound, Texas 76131

10.7 Waiver. No waiver or modification of this Agreement or of any rights or obligations hereunder shall be valid or binding, unless and until it is in a writing expressly providing for such waiver or modification in clear and unequivocal terms and signed by the party or parties to be charged.

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

EXECUTED TO BE EFFECTIVE on this the ____ day of _____, 20___.

CITY OF SAGINAW, TEXAS

_____
Gabe Reaume, City Manager

Date: _____

CITY OF BLUE MOUND, TEXAS

_____
Darlene Copeland, Mayor

Date: _____

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Service Vehicle Replacement for Building and Code Compliance Department--Doug Spears, Fire Chief

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Consent Agenda	Item: E

Reference File

BACKGROUND/DISCUSSION:

2023-24's City Council adopted budget includes purchasing a replacement vehicle for the Building and Code Compliance Department. The current in service vehicle, a 2017 Ford Escape has since been removed from service due to air bag equipment failure rendering it unsafe for use. The cost for airbag system repair coupled with the considerable amount of repair cost and downtime this vehicle has historically required makes the case not pursuing air bag system repair and replacing the vehicle now as opposed to waiting until after October 1. This vehicle is primarily used by our Code Compliance Manager and undergoes a lot of daily use. Having the current vehicle removed from service has a significant impact on code compliance activities necessitating sooner rather than later replacement. Staff has located and acquired three quotes for like vehicles. The quotes are attached. The vehicle proposed is a Chevy Colorado, a mid-size vehicle. This will continue the intent of standardizing the fleet in the department with the same manufacturer and model vehicles. The Colorado is an economical vehicle that meets the needs of the department duties and activities.

FINANCIAL IMPACT:

2023-24's budget allocated $44,000 for the vehicle. The actual purchase price has been reduced significantly from when we received initial quotes, likely due to market correction/stabilization. Moritz Chevrolet - $33,888 Bruce Lowrie Chevrolet - $35,439 Five Star Chevrolet - $34,591
There will be some necessary upfitting of the vehicle - graphics, tool box, floor mats, etc... Overall price will remain well below the budgeted amount. The vehicle and upfitting will be purchased in the current fiscal year using one-time reserves. The $44,000 approved in the upcoming budget will not be expended.

RECOMMENDATION:

Approval to proceed with vehicle replacement purchasing from Moritz Chevrolet.

Attachments

Aug 2023 Bldg-Code Vehicle Quotes.pdf

MORITZ

SALES AGREEMENT

Tag No. _____

Date 08/29/23 XX NEW (1 miles)

DEAL# 225997
CUST# 604181
STK# 226885

☐ NEW-DEMO (_____ miles)

☐ USED (_____ miles)

9101 Camp Bowie West Fort Worth, TX 76116
817-508-2000

PURCHASER'S NAME CITY OF SAGINAW OFFICE PHONE _____

STOCK NO. 226885

STREET ADDRESS 205 BRENDA LN RES. PHONE (682)712-3919

CITY SAGINAW COUNTY TARRANT STATE TX ZIP 76179

YR 2023 MK CHEVROLET MOD COLORADO CLR SUMMIT W S/N 1GCGSCEC8P1226885

TRADE IN:

YEAR _____ MAKE _____ MODEL _____ TAG NO. _____

VALIDATION NO. _____ DATE _____

SERIAL NO. _____ STATE _____

AMOUNT OF PAYOFF N/A ACCT# _____

LIEN HELD BY _____

SOCC TIL _____ QUOTED BY _____

CASH SALE PRICE	33618.00
NON-FACTORY INSTALLED EQUIP	N/A
PROTECTION PACKAGE	
TOTAL RETAIL PRICE	33618.00
TRADE-IN ALLOWANCE	N/A
TRADE DIFFERENCE	33618.00
CUSTOMER SERVICE	N/A
SUB-TOTAL	33618.00
STATE SALES TAX	N/A
DEALER'S INVENTORY TAX	72.82
TITLE REG. FEE N/A STATE INSP 7.00	7.00
TEMP TAG FEE	5.00
INSURANCE REGISTRATION FEE	1.00
ROAD AND BRIDGE FEE	20.00
DOCUMENTARY FEE	150.00
LICENSE FEE	4.75
TITLE CONVENIENCE FEE	10.00
SUB-TOTAL	33888.57
AMOUNT OWED ON TRADE-IN	N/A
TOTAL AMOUNT DUE	33888.57
DOWN PAYMENT	N/A
WARRANTY $	N/A
BALANCE OWED	33888.57
LIEN HOLDER	
ADDRESS	
CITY, STATE	ZIP
LOAN OFFICER	
THRU	
AMOUNT	N/A

② DISCLAIMER OF WARRANTIES

[illegible]

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor collector, is not a tax imposed on a consumer by the government and is not required to be charged by the dealer to the consumer.

① VEHICLE SALE

[illegible]

⑦ A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

⑦ UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL, PERO ESTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTATACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

AS BUYER OF THE ABOVE DESCRIBED VEHICLE, I UNDERSTAND AND AGREE THAT THE SELLER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE, ANY ADD-ON, EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY SELLER.

PURCHASER SIGNATURE 08/29/2023 DATE

ACCEPTED BY 08/29/2023 DATE
DEALER OR AUTHORIZED REPRESENTATIVE

LOUIS D HUMPHREYS
HEARTBEAT M BOWIE
SALESPERSON DATE

Buyer:	Co Buyer:	Deal #:	225997
CITY OF SAGINAW		Deal Type:	Retail
205 BRENDA LN		Deal Date:	08/29/2023
SAGINAW, TX 76179		Print Time:	12:01pm
Home #: (682) 712-3919	Home #:		
Work #:	Work #:	Salesperson:	LOUIS D HUMPHREYS

Vehicle

		Stock #:	Description:	VIN:	Mileage:
New	☑				
Used	☐				
Demo	☐	226885	2023 CHEVROLET TRUCK COLORADO	1GCGSCEC8P1226885	1

Trade

MSRP:	$	34,365.00
Sale Price:	$	33,618.00
Total Financed Aftermarkets:	$	0.00
Tint and Nitro:	$	0.00
Total Rebates:	$	0.00
Sale Price After Rebates:	$	33,618.00
Total Trade Allowance:	$	0.00
Trade Difference:	**$**	**33,618.00**
Documentary Fee:	$	150.00
State & Local Taxes:	$	72.82
Total License and Fees:	$	47.75
Total Cash Price:	**$**	**33,888.57**
Total Trade Payoff:	$	0.00
Delivered Price:	**$**	**33,888.57**
Cash Down Payment + Deposit:	$	0.00
Unpaid Balance:	**$**	**33,888.57**

Option 1: (retail)

· City is responsible for Licensing

Moritz

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

CHEVROLET

2023 COLORADO 2WD LT CREW CAB

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK CLOTH SEATS

ENGINE, 2.7L TURBO
TRANSMISSION, 8-SPEED AUTO

Visit us at www.chevy.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS
- 3 YEAR/36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT

*WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL
- AUTOMATIC START/STOP
- CAPLESS FUEL FILL
- WHEELS, 17" ARGENT METALLIC ALUMINUM
- TIRE, COMPACT SPARE
- TIRES, ALL-SEASON, BLACKWALL

CONNECTIVITY & TECHNOLOGY
- 3 YEARS REMOTE ACCESS PLAN; ONSTAR & WI-FI DATA CAPABLE SEE ONSTAR.COM FOR TERMS
- SIRIUSXM AUDIO WITH SXM TRIAL SUBSCRIPTION
- KEYLESS OPEN AND START
- KEYLESS START
- HITCH VIEW

INTERIOR
- SEAT ADJUSTER, DRIVER 6-WAY MANUAL
- SEAT ADJUSTER, FRONT PASSENGER 4-WAY MANUAL
- WINDOW, POWER WITH FRONT PASS EXPRESS DOWN
- SEAT, REAR 60/40 SPLIT-FOLD W/ FOLDING BENCH WITH STORAGE
- LIGHTING, INTERIOR, DUAL READING LAMP
- CENTER CONSOLE, FLOOR
- JET BLACK CLOTH SEATS
- 11.3" DIAG ADVANCED COLOR LCD DISPLAY WITH GOOGLE BUILT-IN COMPATIBILITY INCLUDING NAV CAPABILITY, CONNECTED APPS
- WIRELESS APPLE CARPLAY/ ANDROID AUTO FOR COMPATIBLE PHONES
- STEERING WHEEL, WRAPPED
- DRIVER INFORMATION CENTER, 8" DIAGONAL DIGITAL DISPLAY
- REAR SEAT REMINDER

EXTERIOR
- TAILGATE, REMOTE LOCKING
- CORNERSTEP, REAR BUMPER
- HEADLAMPS, HALOGEN

SAFETY & SECURITY
- CHEVY SAFETY ASSIST: *INTELLIBEAM-AUTO HIGH BEAM *FOLLOWING DISTANCE INDICATOR, REQUIRES FUTURE SOFTWARE UPDATE *FORWARD COLLISION ALERT *LANE KEEP ASSIST W/ LANE DEPARTURE WARNING *AUTOMATIC EMERGENCY BRAKING *FRONT PEDESTRIAN AND BICYCLIST BRAKING
- TEEN DRIVER

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	**$31,600.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

LT CONVENIENCE PACKAGE:	1,270.00
• EZ LIFT AND LOWER TAILGATE	
• FOG LAMPS, FRONT LED	
• TAILGATE KEYED CYLINDER LOCK	
• TILT AND TELESCOPING STEERING WHEEL	
• STOWFLEX TRAILGATE, STORAGE	
• VISORS, DRIVER & FRONT PASS. ILLUMINATED VANITY MIRRORS	
• REAR WINDOW, SLIDING	
• REAR WINDOW DEFROSTER	
• DUAL ZONE CLIMATE CONTROL	
• CRUISE CONTROL	
REAR AXLE 3.42 RATIO	INC.
TOTAL OPTIONS	$1,270.00
TOTAL VEHICLE & OPTIONS	$32,870.00
DESTINATION CHARGE	1,495.00
TOTAL VEHICLE PRICE*	**$34,365.00**

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

COLORADO 2WD

Fuel Economy **22** MPG combined city/hwy — 20 city, 25 highway

4.5 gallons per 100 miles

Small pickup trucks range from 18 to 37 MPG. The best vehicle rates 132 MPGe.

You spend **$2,000** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **$2,000**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 5 (1–10, Best)

Smog Rating (tailpipe only): 7 (1–10, Best)

This vehicle emits 406 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions, learn more at fueleconomy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.95 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score		To Be Rated
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.		
Frontal Crash	Driver	To Be Rated
	Passenger	To Be Rated
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.		
Side Crash	Front seat	To Be Rated
	Rear seat	To Be Rated
Based on the risk of injury in a side impact.		
Rollover		To Be Rated
Based on the risk of rollover in a single-vehicle crash.		

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236

Equipped with the safety and security of OnStar:
Visit onstar.com for details

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 45%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 23%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
WENTZVILLE, MO U.S.A.
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal law. Do not remove prior to delivery to the ultimate purchaser. Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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GM LBL PROD 0043 - 01/27/2023

ORDER NO CTDC28 SALES CODE E
SALES MODEL CODE 14F43
DEALER NO 07114
FINAL ASSEMBLY:
WENTZVILLE, MO U.S.A.
VIN 1GCGSCEC8P1226885 REISSUE

DEALER TO WHOM DELIVERED
MORITZ CHEVROLET, LTD.
PO BOX 121819
FORT WORTH, TX 76121-1819

First off I would like to thank you for considering Bruce Lowrie for your next vehicle purchase.

Here is a price break down of the Colorado we spoke about.

NEW	
	$34,440.00
WINDOW TINT	$599
DOC FEE	$150
TITTLE+LICENSE	$250
	$35,439.00
	0.0625
TAXES	$2,214.94
TOTAL 'OTD'	$37,654.00

Please click here for more information and photos.

Best Regards,

Mitch Smith
Internet Manager
Bruce Lowrie Chevrolet
Direct: (817) 568-4868
mitch@brucelowriechevrolet.cmdlr.com
IF YOU WOULD PREFER TO RECEIVE TEXT, PLEASE SEND 'YES' TO (817) 659-2117
After you reply YES, please text me your first and last name

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

CHEVROLET

2023 COLORADO 2WD LT CREW CAB

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK CLOTH SEATS

ENGINE, 2.7L TURBO
TRANSMISSION, 8-SPEED AUTO

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SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

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EXTERIOR

- TAILGATE, REMOTE LOCKING
- CORNERSTEP, REAR BUMPER
- HEADLAMPS, HALOGEN

SAFETY & SECURITY

- CHEVY SAFETY ASSIST:
  *INTELLIBEAM-AUTO HIGH BEAM
  *FOLLOWING DISTANCE INDICATOR, REQUIRES FUTURE SOFTWARE UPDATE
  *FORWARD COLLISION ALERT
  *LANE KEEP ASSIST W/ LANE DEPARTURE WARNING
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• VISORS, DRIVER & FRONT PASS. ILLUMINATED VANITY MIRRORS	
• REAR WINDOW, SLIDING	
• REAR WINDOW DEFROSTER	
• DUAL ZONE CLIMATE CONTROL	
• CRUISE CONTROL	
WHEEL LOCKS (DLR INSTALLED)	75.00
REAR AXLE 3.42 RATIO	INC.
TOTAL OPTIONS	$1,345.00
TOTAL VEHICLE & OPTIONS	$32,945.00
DESTINATION CHARGE	1,495.00
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Visit us at www.chevy.com

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

COLORADO 2WD

Fuel Economy **22** MPG
combined city/hwy
20 city
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This vehicle emits 406 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fueleconomy.gov

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Smartphone QR Code™

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Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

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Based on the risk of injury in a side impact.

Rollover — To Be Rated
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Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

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U.S./CANADIAN PARTS CONTENT: 45%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 23%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
WENTZVILLE, MO U.S.A.
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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GVLBL_PROD_0042 – 09/27/2023

ORDER NO C12K97 SALES CODE E
SALES MODEL CODE 1KF43
DEALER NO 07021
FINAL ASSEMBLY:
WENTZVILLE, MO U.S.A.
VIN 1GCGSCEC6P1227761 REISSUE

DEALER TO WHOM DELIVERED
BRUCE LOWRIE CHEVROLET, INC.
711 SW LOOP 820
FORT WORTH, TX 76134-1299

RE: Chevy Colorado

Chad Coffman <CCoffman@sampack.com>
Tue 8/29/2023 11:00 AM
To:Larry Little <llittle@saginawtx.org>

1 attachments (58 KB)
vehicledetailPDF - 2023-08-29T105557.699.pdf;

Larry,

I have this one that just came in. It was sold but the customer backed out I just found out.

MSRP:	$33,095.00
Dealer Adds:	+$1,496.00
Total:	$34,591.00

Only additional items that I would have to add are my inventory tax of $65.86 and $355.50 in fees. If we don't use all the fees to get your exempt plates, you'll be reimbursed the difference.

Chad Coffman
Fleet Sales Director
Five Star Chevrolet
ccoffman@sampack.com
Office - 972-389-6731

Our Core Values INTEGRITY, CARING, SELF DISCIPLINE, CONTINUOUS IMPROVEMENT, FUN
Our mission is to provide a best-in-class experience in such a way that our customers know we are their trusted friend in the automotive business
*Our Vision is creating a culture where our employees can**LOVE** their jobs and our customers **LOVE** our employees.*

TOP 100
PLACES TO WORK 2022
The Dallas Morning News

Sam Pack
Auto Group

From: Larry Little <llittle@saginawtx.org>
Sent: Tuesday, August 29, 2023 10:31 AM
To: Chad Coffman <CCoffman@sampack.com>
Subject: Re: Chevy Colorado

Chad,
I appreciate the quick response, unfortunately I can only purchase a white one at this time. would you happen to have any full- size crew cabs 4 cylinder white than you could give me a quote on?

Thanks,

Vehicle Locator

Dealer Information

SAM PACK'S FIVE STAR CHEVROLET
1735 SOUTH I-35E
CARROLLTON, TX 75006
Phone: 972-389-6700
Fax: 972-466-0714

1GCGSCEC4P1231422

Model Year: 2023
Make: Chevrolet
Model: Colorado
14F43-LT Crew Cab
PEG: 2LT-LT Option Package 2WD
Primary Color: GAZ-Summit White
Trim: H2Z-Jet Black, Cloth
Engine: L2R-ENGINE GAS, 4 CYL, L4, 2.7L, DI, TURBO, DOHC, ALUM
Transmission: N8R-TRANSMISSION AUTO 8 SPD, 8L45, GEN 2, CPA, ATSS

Event Code: 5000-Delivered to Dealer
Order #: CTGSBT
MSRP: $33,095.00

Order Type: TRE-Retail Stock
Stock #: P1231422
Inventory Status: Available

Additional Vehicle Information	SOLD CHAD FLEET - PO IN HOUSE
GM Marketing Information	

Vehicle Options

No Cost Options

FE9-Federal Emissions
GU6-Rear Axle, 3.42 Ratio
L2R-ENGINE GAS, 4 CYL, L4, 2.7L, DI, TURBO, DOHC, ALUM
N8R-TRANSMISSION AUTO 8 SPD, 8L45, GEN 2, CPA, ATSS

Other Options

2LT-LT Option Package 2WD	719-SEAT BELT COLOR BLACK (10)
A2V-ADJUSTER DRIVER SEAT 6WAY, DISCONT MAN RECLINE, MAN FORE/AFT, MAN HEIGH T	A50-SEAT FRT BKT
A91-Remote Locking Tailgate	B30-Floor Covering, Carpet
B34-Front Floor Mats, Carpeted	B35-Rear Floor Mats, Carpeted
BW5-Black Exterior Molding, B/S, Side Window	C67-Single-Zone Manual Air Conditioning
D31-Interior Rearview Tilt Mirror	D75-Exterior Door Handles, Body Color
DWV-MIRROR O/S LH & RH, RC, ELEC, MANFOLD, FLAT/DRVR, CNVX/PASS	GAZ-Summit White
H2Z-Jet Black, Cloth	KW7-GENERATOR 170 AMP
NCH-LOCK MANUAL CHILD LOCK SYSTEM (REAR DOOR LATCH)	PED-Chevy Safety Assist
PPW-PHONE PROJECTION PHONE PROJECTION WIRELESS	PRF-Remote Access Plan
PZ8-IMAGE ADJUSTMENT HITCH VIEW	Q5W-WHEEL 17 X 8.0, J, ALUMINUM, DESIGN 1
QDC-Tire, Compact Spare: T175/90D18, Blackwall	QHR-Tire: 255/65R17 All-season, Blackwall
RTI-WHEEL SPARE 18 X 4.5, B, STEEL, DESIGN 1	RWL-CHASSIS DRIVE LINE REAR WHEEL DRIVE (RWD)
U2K-SiriusXM Satellite Radio	UBP-RECPT USB FLR CNSL R SINGLE, CHARGE
UE1-OnStar Communication System	UEU-Forward Collision Alert
UHY-Automatic Emergency Braking	UQ3-Enhanced Audio Speaker System
URL-Infotainment Display	UVB-High Definition Rear Vision Camera
VK3-Front License Plate Kit	VV4-Communication Equip Mobile Internet Connectity

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Proclamation for the Small Business Administration Recognizing their 70th Anniversary--Keith Rinehart, Director of Community & Economic Development

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Proclamations-Presentations	Item: A

Reference File

BACKGROUND/DISCUSSION:

Seventy years ago, President Dwight D. Eisenhower signed into law an act of Congress establishing the Small Business Administration with the purpose of promoting and supporting the growth and success of small businesses across the United States of America. Since its founding, the SBA has stood as a pillar of support for America's entrepreneurs, fostering the growth and vitality of small businesses, the backbone of our economy.

The SBA plays a vital role in fostering entrepreneurship, ensuring capital access, assisting with contracts and providing counseling services to small businesses and entrepreneurs so they have the opportunity to turn good ideas into great businesses. The SBA has been instrumental in providing unparalleled access to capital for entrepreneurs who faced obstacles in securing traditional financing. Through the SBA's loan guarantee programs, small businesses have thrived, creating millions of jobs, economic growth, and the realization of countless American Dreams.

Let us recognize their pivotal role as engines of innovation, job creation and community prosperity, as we work together to build a vibrant, inclusive and resilient economy for all Americans.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

Attachments

090523 SBA Proclamation.pdf

SBA Proclamation.pdf

City of Saginaw

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 – September 5, 2023

ITEM:

Proclamation for the Small Business Administration Recognizing their 70th Anniversary

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

Seventy years ago, President Dwight D. Eisenhower signed into law an act of Congress establishing the Small Business Administration with the purpose of promoting and supporting the growth and success of small businesses across the United States of America. Since its founding, the SBA has stood as a pillar of support for America's entrepreneurs, fostering the growth and vitality of small businesses, the backbone of our economy.

The SBA plays a vital role in fostering entrepreneurship, ensuring capital access, assisting with contracts and providing counseling services to small businesses and entrepreneurs so they have the opportunity to turn good ideas into great businesses. The SBA has been instrumental in providing unparalleled access to capital for entrepreneurs who faced obstacles in securing traditional financing. Through the SBA's loan guarantee programs, small businesses have thrived, creating millions of jobs, economic growth, and the realization of countless American Dreams.

Let us recognize their pivotal role as engines of innovation, job creation and community prosperity, as we work together to build a vibrant, inclusive and resilient economy for all Americans.

FINANCIAL IMPACT:

NA

RECOMMENDATION

NA

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

Thank you,

Keith C. Rinehart, Director of Community & Economic Development

Office of the Mayor

Proclamation

City of Saginaw

WHEREAS, seventy years ago, President Dwight D. Eisenhower signed into law an act of Congress establishing the Small Business Administration (SBA) with the purpose of promoting and supporting the growth and success of small businesses across the United States of America; and

WHEREAS, since its founding, the SBA has stood as a pillar of support for America's entrepreneurs, fostering the growth and vitality of small businesses, the backbone of our economy; and

WHEREAS, today, we recognize the SBA's invaluable contributions and dedication to empowering entrepreneurs, fostering economic opportunity and innovation, and building a vibrant, inclusive and resilient economy for all Americans; and

WHEREAS, over the past seven decades, the SBA has implemented groundbreaking programs and innovative lending initiatives that have helped entrepreneurs transform the economic landscape of our nation. By recognizing these achievements, we honor the SBA's commitment to fostering economic opportunity and supporting the indomitable spirit of our small business owners; and

WHEREAS, the SBA plays a vital role in fostering entrepreneurship, ensuring capital access, assisting with contracts and providing counseling services to small businesses and entrepreneurs so they have the opportunity to turn good ideas into great businesses; and

WHEREAS, the SBA has been instrumental in providing unparalleled access to capital for entrepreneurs who faced obstacles in securing traditional financing. Through the SBA's loan guarantee programs, small businesses have thrived, creating millions of jobs, economic growth, and the realization of countless American Dreams; and

WHEREAS, recognizing the extraordinary contributions that American women make to our economy, the SBA established the Office of Women's Business Ownership, empowering women entrepreneurs and women-owned small businesses to thrive;

NOW, THEREFORE, I, Todd Flippo, Mayor of the City of Saginaw, Texas, do hereby proclaim September 5, 2023 to be ***Small Business Administration Day*** in the City of Saginaw. I urge the people of Saginaw, Texas to celebrate the 70th anniversary of SBA and honor their remarkable legacy by continuing to support and uplift small businesses.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Saginaw, Texas to be affixed this 5th day of September, 2023.

CITY OF SAGINAW, TEXAS
CORPORATE SEAL

_____

Todd Flippo, Mayor

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Discussion of Safety Concerns regarding School Related Traffic--Russell Ragsdale, Police Chief

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Proclamations-Presentations	Item: B

Reference File

BACKGROUND/DISCUSSION:

Police Chief Ragsdale will address concerns regarding school related traffic.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding Employee Survey--Melanie McManus, Director of Human Resources

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Business	Item: A

Reference File

BACKGROUND/DISCUSSION:

The employee survey is part of the 2023 work Plan Project list adopted by the City Council at the February 21, 2023 council meeting. During the council meeting on June 6, 2023. City Council approved the contract with OnPointe Insights to conduct the 2023 City Employee Survey.

FINANCIAL IMPACT:

$4,000 from fund balance was approved on June 6, 2023.

RECOMMENDATION:

Approval of the City Employee's Survey prepared by OnPointe Insights

Attachments

City of Saginaw Employee Survey - By Onpointe Insight.pdf

StaffPOV Survey Inputs

Saginaw, Texas - *July 2023*

Example email introduction for the employee survey

Subject: City of Saginaw Employee Survey Invitation

Dear [Employee's Name],

We are excited to announce the launch of our City Employee Survey, and we value your feedback. Help shape the future of our organization and make it an even better place to work.

The survey covers various aspects of your work experience, including engagement, satisfaction, and ratings for the things that are most important to you. Your responses will remain anonymous, and we assure you that your opinions will be treated with the utmost confidentiality. Simply click on the survey link below to get started:

[Insert survey link]

The survey will be about 5-6 minutes long, and it will be available until [end date]. Your participation is highly appreciated. Together, we can create an exceptional workplace for all.

Best regards,

[Name]
[Position/Title]
****

Reminder: City of Saginaw Employee Survey

The Saginaw City employees who have completed the employee feedback survey, thank you! If you were waiting for a better time, we could use your help now.

Help shape the future of our organization and make it an even better place to work. As mentioned before, the survey covers various aspects of your work experience, including engagement, satisfaction, and ratings for the things that are most important to you. Your responses will remain anonymous, and we assure you that your opinions will be treated with the utmost confidentiality. Simply click on the survey link below to get started:

[Insert survey link]

The survey will be about 5-6 minutes long, and it will be available until [end date]. Your participation is highly appreciated. Together, we can create an exceptional workplace for all.

Best regards,

[Name]
[Position/Title]

SURVEY

Thank you for agreeing to participate in our employee survey. Your input will help the city focus on the things that matter most. It will likely take approximately 6-8 minutes to complete.

Emp_Status

What is your employment status with the city?

- Part Time (Flex)
- Full Time

Department

Which department or group below do you work for? We've grouped smaller departments to preserve anonymity. (Note: We will remove the numbers, which are counts for reference.)

- Police (49)
- Fire (30)
- Public Works / Inspections (35)
- General Administration (Admin, Communications, Court, IT) (22)
- Library / Community Services / Animal Services (30)

CityRating - Improved/Declined

In your opinion has the mood or vibe of our working environment improved, stayed the same or declined in the past year or two?

- Improved
- Stayed the same
- Declined

CityRating - Right/Wrong Direction

Overall, as a place to work, would you say that the city is headed in the right direction or wrong direction?

- Right direction
- Wrong direction

CityRating - Better/Worse

Compared with other cities in our region, which statement below captures your feelings about working for Saginaw?

- It is much better
- It is about the same
- It is much worse
- Unknown / Not applicable

CityRating - Motivation

How motivated do you feel to do your job at the start of each new day?

- Very motivated
- Somewhat motivated
- Neutral
- Somewhat unmotivated
- Very unmotivated

ENGAGEMENT & MEANING

Note: The next few questions will help the city know what you feel are important priorities. We'll ask you to select 2 items from a list that are MOST important to you. You may wish you could choose 3 or more, because as many things are important to you - but pick the top 2. This time-tested approach keeps the survey short while creating an aggregate priority that is informative.

*The desire of the city is that all employees feel ENGAGEMENT and MEANING in their work. Of the statements below on the topic, which **TWO** are **most important** for city leaders to focus on now?*

Examples	Items for the Survey (City to refine)
Recognition for work accomplishments	
A **sense of pride** because of work done for the city	
Leaders who value and **appreciate your opinions**	
Work that is challenging, yet satisfying	
Work that is **meaningful and worthwhile**	
Leaders **capitalize** on your **strengths**	

ACCEPTING & DIVERSIFIED

*The city desires all employees to feel ACCEPTED and that we create a HEALTHY and DIVERSIFIED environment. Of the statements below on the topic, which **TWO** are **most important** for city leaders to focus on now?*

Examples	Items for the Survey (City to refine)
A welcoming environment for **all age groups, genders and sexual orientations**	
People of **all races** are welcome	
Policies applied fairly to all employees	
The city welcomes a healthy balance of **opinions**	
Different ideas and **opinions** are **heard** and respected	
A work environment **free of** any form of **harassment**	

GROWTH & AUTONOMY

*The city desires city employees to experience GROWTH and have a healthy level of AUTONOMY. Of the statements below on the topic, which **TWO** are **most important** for city leaders to focus on now?*

Examples	Items for the Survey (City to refine)
Appropriate level of **autonomy** in your job	Appropriate level of **autonomy** in your job
Leaders who care about your success	**Leaders who care** about your success
Routine **discussions**/reviews about your **career path**	Routine **discussions**/reviews about your **career path**
The right **tools and resources** to execute your responsibilities	The right **tools and resources** to execute your responsibilities
Sufficient **training** to perform job well	Sufficient **training** to perform job well
Opportunities that help in gaining new skills	**Opportunities for advancement** are clearly posted and open to all

TEAMWORK / WORK-LIFE-HARMONY

Fostering TEAMWORK and assuring employees have WORK/LIFE HARMONY is important. Of the statements below on the topic, which 2 are MOST important for city leaders to focus on now?

Examples	Items for the Survey (City to refine)
Positive **team environment**	
Collaboration with other departments/teams	
Workload you can manage	
Balance between personal and professional life	
Work in your team is well **planned** and organized	
Clear goals/objectives	

LEADERSHIP

*Think for a moment about the Department Heads and the Executive Leadership Team **(this does not include elected officials unless specifically mentioned)** for the city. Of the statements below, which **TWO** are **most** important for city leaders to focus on now?*

Examples	Items for the Survey (City to refine)
Leaders have solid job/**technical knowledge**	Leaders have solid job/**technical knowledge**
Leaders have **integrity**	Leaders have **integrity**
Leaders seek the best **interest of residents** of the city	Leaders seek the best **interest of residents** of the city
Leaders **communicate** effectively with employees	Leaders **communicate** effectively with employees
Elected officials are **supportive** of city employees	**Leaders** and **elected officials** that **work well together** to maintain the city's strategic vision
Leaders **work well with elected officials** to maintain city's strategic vision	Leaders make it **comfortable** to report concerns or issues

OVERALL RATINGS

This list now combines all of the issues you selected as being MOST important. How is ${CityName} doing on these important issues?

NOTE: 10 items selected above will be shown	*Very Good, Good, Fair, Poor, Very Poor*
	▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢

OVERALL MOST IMPORTANT

From the same list of your MOST important issues, which 3 do you feel are MOST important for city leaders to focus on now? (Select 3).

NOTE: 10 items selected above will be shown	Staff will select Most Important 3 out of 30 issues

COMPENSATION / BENEFITS RATING

We're almost done. Think briefly about your compensation and benefits. Which 2 are most important to you?

Your current salary	
Healthcare benefits	
Retirement benefits	
Vacation/holiday benefits	
Longevity pay	
Education and professional development	
Employee appreciation	

And, how would you rate your level of satisfaction?

5-Point Scale on Right	*Very Satisfied . . . . Very dissatisfied*
Your current salary	
Healthcare benefits	
Retirement benefits	
Vacation/holiday benefits	
Longevity pay	
Education and professional development	
Employee appreciation	

FINALQ (At the request of council members on Thursday, we added these questions)

How much do you agree with the following statements?

5-Point Scale on Right	*Strongly agree . . . . Strongly disagree*
I am aware of the city's policies regarding workplace harassment and discrimination	
The city has a good cadence of meetings for sharing information	
City management shares important information in a consistent manner	
City management uses funds wisely	
City management appropriately sustains ongoing operations and maintains facilities	
Elected officials are supportive of city employees	

POSITIVE_OE

*Think about the **positive things** happening in ${cityname} that make it a good place to work. What 1 to 3 positive things would you like management to continue doing?*

(Note: If using your phone and it is supported, you may **press the microphone and speak** your message.)

OPEN END

CHANGES_OE

*Think for a moment about **changes or improvements** you would like to see to make working for ${cityname} better. What 1 to 3 changes or improvements would you like management to thoughtfully consider?*

(Note: If using your phone and it is supported, you may **press the microphone and speak** your message.)

OPEN END

Thank you for your participation! You may now close this window.

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding First Amendment to Fort Worth City Secretary Contract No. 49683, An Interlocal Agreement between City of Fort Worth and Saginaw for Participation in the Environmental Collection Center Household Hazardous Waste Program--Matt Regan, Environmental/Drainage Manager

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Business	Item: B

Reference File

BACKGROUND/DISCUSSION:

This item is for approval of the First Amendment to Fort Worth City Secretary Contract No. 49683, an Interlocal Agreement between the City of Fort Worth and Saginaw for participation in the Environmental Collection Center Household Hazardous Waste Program. Saginaw has participated in this program for many years. The program allows Saginaw residents to visit the collection center on Bridge Street in Fort Worth or the mobile collection unit that will be in Saginaw (on a date to be announced later) at no cost to the resident. The amendment addresses an increase in the fee from $50 to $95 per household per visit effective October 1, 2023.

NOTE: THIS ITEM WAS TABLED AT THE AUGUST 15TH CITY COUNCIL MEETING.

Here are some answers to questions the Council had at the previous meeting from Matt Regan, Environmental/Drainage Manager.

Is what we are doing really protecting the environment?

1 gallon of oil can contaminate a million gallons of water.

A single pint of oil released into a lake or wetland can cover 1 acre (43560 sqft) of surface water. 1100 gallons of oil could contaminate Eagle Mountain lake.

On average we take in about 2,000 gallons of used motor oil per calendar year.

One gallon of gasoline containing MtBE (Methyl tert-Butyl Ether) can contaminate over 6 million gallons of drinking water, which is enough to supply more than 63 average households for an entire year.

Is there a log kept of residents who drop items off?

There is a log given to the City when we are billed. This log contains names and addresses.

Is there a log of the items dropped off?

There is no log of what each resident drops off that is given from or kept at the ECC facility.

When usable paint is dropped off to the share location, is the City charged?

Yes. However, when paint is dropped off, typically only 20% of the cans are still usable paint. Most of it is unusable or dried.

How many residents use this service?

Over the last 4 fiscal years;

1067 uses by Saginaw residents

531 are from Annual Clean-up events

Average 267 per FY including clean-up events

Total of 135,524 lbs. of material has been recycled or disposed of for an average of 33,881 lbs. per year

Annual Clean-ups average 14,000 lbs.

Average of 127 lbs. per drop off, including Annual Clean-ups

City of Fort Worth Environmental Collection Center allow residents to dispose or recycle many items.

I spoke to the manager at the facility to get clarification on some additional inquiries.

While we get charged for the resident to drop off items, in all the years (15+) he has been at that location, he doesn't recall any person who dropped off 1 can of paint, or 1 battery. Most vehicles that use the facility have a trunk load full of different items.

Items accepted by the ECC;

Automotive fluids (up to 10 gallons)

Batteries (no limit given)

Cleaners & chemicals (up to 10 gallons)

Cooking oil (up to 10 gallons)

Lawn/garden/pool chemicals (up to 20 gallons)

Light bulbs (up to 20 bulbs)

Paint & painting supplies (up to 30 gallons)

What's not accepted?

Ammunition & Explosives

Appliances & electronics

Building materials

Bulk trash & yard waste

Butane/propane cylinders

Medicines & Medical waste

Tires

Asbestos/PCBs/radioactive items

Food for thought;

This is a service we provide for the residents of Saginaw and has been very much appreciated by the residents that use it.

Holding an annual clean-up is required by our TCEQ issued SWMP.

Cost of cleaning up a minimal sized spill is about $4,000.

Cost of hiring a company to host our Annual Clean-up event could range from $12,000 to $20,000 for the event alone.

Obtaining our own permit to hold, collect, and dispose of HHW is not cost effective for Saginaw.

Adding an absorbent to paint is not always necessary. From the TCEQ website, If your can is less than 1/4 full, remove the lid and place the can in a well-ventilated area. The paint will dry in a few days. Once dry, the can may be thrown in your trash.

Time to Recycle and Earth911 are additional resources for North Central Texas recycling options for residential, commercial and industrial customers.

For more information, https://www.tceq.texas.gov/p2/hhw

FINANCIAL IMPACT:

The financial impact will be the increase in the fee from $50 to $95 per household per visit. As in past years, funds were included in the FY2023-2024 budget for this expense.

RECOMMENDATION:

Staff recommends approval.

Attachments

ECC Rate letter April 17 2023 V4.pdf

Amendment to ECC Agreement Saginaw.pdf

Date: April 17, 2023

SUBJECT: City of Fort Worth Environmental Collection Center Rate Increase

Dear Participating City,

I would like to thank you for being a customer to the City of Fort Worth, Environmental Collection Center (ECC). Over the last 25 years, the ECC has grown from servicing 5,000 households per year to disposing of waste from more than 30,000 homes annually. We have accomplished this with limited pricing adjustments since inception, even maintaining pricing during the COVID pandemic as to not further burden cities with additional costs during that time.

As we discussed earlier this year, due to a dramatic increase in disposal costs, we must raise the price for citizens to dispose of household chemical waste at the ECC. We did consider the stakeholder feedback received at previous meetings and elected to delay any cost increase until October 2023 to ensure that jurisdictions have time to communicate this change with residents

Effective October 1, 2023 the cost per household to properly dispose of chemical waste at the ECC will go from $50 to $95. Barring any unforeseen circumstances, we anticipate this rate will remain in effect through September 30, 2025.

We have avoided raising our prices for as long as possible, but we can no longer prolong the inevitable. Thank you for being a participating city and we look forward to working with you in the future. If you have any questions, please do not hesitate to contact me at 817-392-5153 or james.keezell@fortworthtexas.gov.

Sincerely,

James Keezell

Jim Keezell
Assistant Code Compliance Director
Solid Waste Services Division
City of Fort Worth

cc: Brandon Bennett, Director Code Compliance
Ben Carson, Senior Administrative Services Manager, Code Compliance
HRIS Records

FIRST AMENDMENT TO
FORT WORTH CITY SECRETARY CONTRACT NO. 49683
AN INTERLOCAL AGREEMENT
BETWEEN CITY OF FORT WORTH AND SAGINAW
FOR PARTICIPATION IN THE ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

This First Amendment to Fort Worth City Secretary Contract No. 49683 ("First Amendment") is made between the City of Fort Worth ("Fort Worth"), a municipal corporation, and City of Saginaw, ("Participating City") and located in Tarrant County, Texas, acting herein by and through Todd Flippo its duly authorized Mayor

WHEREAS, Fort Worth and Participating City entered into an Interlocal Agreement identified as Fort Worth City Secretary Contract No. 49683 (the "Agreement") for participation in the Environmental Collection Center Household Hazardous Waste Program; and

WHEREAS, due to rising costs of the program, Fort Worth must increase the cost that each participating City pays per visit to the Environmental Collection Center or per participating household in a Mobile Collection Event; and

WHEREAS, Fort Worth and Participating City agree to amend the Agreement to an increase in the cost per household visit to the ECC or per participating household in a Mobile Collection Event from $50.00 to $95.00; and

WHEREAS, Fort Worth and Participating City also agree to amend the Agreement to allow the cost per household to be adjusted so long as there is mutual agreement by Fort Worth and the Participating City.

NOW THEREFORE, known by all these present, Fort Worth and Participating City, acting herein by the through their duly authorized representatives, agree to the following terms, which amend the Agreement as follows.

I.

AMENDMENTS

1. Section 10 "Compensation", Paragraph A of the Agreement is hereby deleted in its entirety and restated as follows:

> Participating City agrees to pay Fort Worth the sum of **$95.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated. Fort Worth may adjust the cost per household visit to the ECC (or per

participating household in a Mobile Collection Event) by providing Participating City at least ninety (90) days written notice and by mutual consent. If Participating City does not consent to the adjustment, then this Agreement may be terminated in accordance with the Agreement.

II.

ALL OTHER TERMS SHALL REMAIN THE SAME

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

III.

ELECTRONIC SIGNATURE

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

[Signature Page Follows]

SIGNATURE PAGE

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S ENVIRONMENTAL COLLECTION CENTER HOUSEHOLD HAZARDOUS WASTE PROGRAM

Effective October 1, 2023.

FORT WORTH:

City of Fort Worth By: _____ Name: Valerie Washington Title: Assistant City Manager Date: _____ **Approval Recommended:** By: _____ Name: James Keezell Title: Assistant Director Code Compliance **Attest**: By: _____ Name: Jannette Goodall Title: City Secretary	**Contract Compliance Manager**: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Rex Johnson_____ Title: Environmental Supervisor **Approved as to Form and Legality**: By: _____ Name: Christopher Austria Title: Assistant City Attorney **Contract Authorization:** **M&C:** 28276

PARTICIPATING CITY

City of Saginaw By: _____ Name: Todd Flippo Title: Mayor Date: _____ **Attest**: By: _____ Name: Janice England Title: City Secretary	**Approved as to Form and Legality**: By: _____ Name: Bryn Meredith Title: City Attorney

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding requirement of Multi-pet permit, and permit for Fostering of dogs and cats--Joe Stout, Chairman of the Animal Shelter Advisory Committee

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Business	Item: C

Reference File

BACKGROUND/DISCUSSION:

At a Regular Meeting of the City Council on March 7, 2023, Members directed the Animal Shelter Advisory Committee to explore amendments to Animal Control ordinances, specifically regarding regulations and permitting of "Multi-pet" ownership and "Fostering" of pets in the City Limits. Over the course of several meetings the Advisory Committee Members and City Staff discussed the current Code and agreed on recommended amendments and additions. Joseph Stout, Chairman of the Advisory Committee, will present an overview of the recommended changes.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends adoption of the amendments and additions at Council discretion.

Attachments

Multi pet permit jws.pdf

Foster Permit jws.pdf

DRAFT

Definitions

Service Animals: A service animal is a dog trained to perform a task directly related to a person's disability. Examples: A person who uses a wheelchair may have a dog that is **trained to retrieve objects for them**.

A person with depression may have a dog that is **trained to perform a task to remind them to take their medication**.

A person with PTSD may have a dog that is **trained to lick their hand to alert them to an oncoming panic attack**.

A person who has epilepsy may have a dog that is **trained to detect the onset of a seizure and then help the person remain safe during the seizure**.

Emotional support animals are not recognized by ADA because providing emotional support or comfort is not a task related to a person's disability. Example – If the dog's mere presence provides comfort, it is not a service animal under the ADA. But if the dog is trained to perform a task related to a person's disability, it is a service animal under the ADA. For example, if the dog has been trained to sense that an anxiety attack is about to happen and take a specific action to help avoid the attack or lessen its impact, the dog is a service animal.

For the purpose of this section a foster home will not be eligible for a multi-pet permit if they currently have a foster permit.

Multi-Pet Permit

(a) Number of Dogs and Cats Allowed

Except as provided by this section, no residence within the city shall harbor more than five (5) adult dogs, five (5) adult cats, or five (5) adult dogs and cats in any combination (4 dogs and 1 cat or 4 cats and 1 dog). No residence within the city shall harbor more than one litter of puppies or one litter of kittens over 4 months of age at any given time.

(b) Multi-Pet Permit

Any person desiring to keep more than five adult dogs and/or cats or more than one litter of puppies or kittens at a residence may apply with the animal control authority for a multi-pet permit allowing them to keep two additional dogs or cats ("service animals" as defined in section TBD_ Definitions will be counted in this number, and are not exempt from registrations). The applicant shall pay an application fee at the time of filing.

The animal control authority is authorized to issue such a permit if the following conditions are met:

1. An applicant provides the animal control authority with information concerning the maximum number of animals to be kept at any one time at such premises and a record search indicates there have been no enforcement actions for violations of this chapter within the preceding 12 months.

2. The applicant shall be the owner of the property. If the applicant is a renter/tenant they must provide a notarized letter from the property owner stating permission to allow multi pets on the premises. If the applicant is a tenant and not the owner of the property, written, notarized permission from a property owner must be provided annually or upon request of the animal services manager or his/her designee.

3. The animal control authority inspects the property; and deems it appropriate for housing multiple pets based on criteria including, but not limited to:

    - Facilities shall be of sufficient size as to allow each animal to move about freely. Size of the facility shall be in proportion to the size of the individual animal's height and weight.
    - Adequate food and water must be provided so that each and all animals kept shall be maintained in good health and free of malnutrition and/or dehydration.
    - The said premises shall be kept in a sanitary condition and reasonably free of animal waste, parasites, insects, and flies that could be harmful to the animal's health and/or to the health of the general public.
        a. The animals and the facility must be kept free of odor or stench which is offensive to a person of ordinary sensibilities.
        b. The animals must be maintained in a manner which does not pose a danger to the health of the animals themselves or adjacent animals.
        c. The animals must not cause noise which is offensive or disturbing to a person of ordinary sensibilities on adjoining or adjacent premises.
        d. All animals must be vaccinated and must wear current rabies tags at all times in accordance with this chapter.
        e. All animals at the residence will be sterilized.
        f. All animals at the residence will be microchipped, and proof of registry with a national database will be required at the time of application.

4. Fees for the issuance of a multi-pet permit shall be set by City Council. (The Animal Shelter Advisory Committee recommends an annual fee of not less than $50.00 plus the cost of registrations.)

5. Such permit may be revoked by the animal control authority for cause, including but not limited to, violations of the provisions of this chapter or the inability of the permit holder to keep the animals in a healthy or sanitary environment.

6. Multi-pet permits must be renewed annually and each renewal will require inspection and approval by the animal control authority or its designee.

7. Any person either denied a multi-pet permit, or who has had their permit revoked, may file an appeal with the city manager or his/her designee. Such appeal must be made in writing within 10 days of receiving written notice from the animal control authority of the permit denial or revocation. If no appeal request is filed within the 10-day period, the denial or revocation of the permit becomes final. Upon receiving an appeal, the City Manager or his/her designee shall hold a hearing at a time and place of his/her designation. Based upon the recorded evidence of such hearing, the City Manager or his/her designee shall make a final finding.

8. Changes in residence or ownership: Multi-pet permits are issued for specific owners of a specific property. Application for a new multi-pet permit will be required if:

   (a) The original permit holder moves to a new residence within the city limits and wishes to keep more than five adult dogs/cats or more than one litter of puppies/kittens on the new property, or if
   (b) Ownership of the property for which a permit was originally issued changes and the new owners/tenants desire to keep more than five adult dogs/cats or more than one litter of puppies/kittens.

Complaints

1. A person may file a complaint for violations of this chapter to the animal control authority of the city. The report must be in writing and made under oath (notarized), and the report must include the following:
   - Name, address, and telephone number of complainant and other witnesses;
   - Date, time, and location of the incident forming the basis of the report;
   - Description of the violation;
   - Name, address, and telephone number of the animal owner, if known;
   - A statement of facts upon which such report or application is based;
   - Any other relevant facts or circumstances; and
   - A Texas state notary stamp and signature.

2. The animal control authority, upon receipt of a report filed under this section or upon learning of a violation, shall investigate the complaint and may issue sworn reports based on the animal control authority's investigation or observation.

3. Filing of False Claims and Reports

   a. A person commits an offense if he knowingly initiates, communicates or circulates a claim of ownership for an animal with the Animal Services Manager or his/her designee that he knows is false or baseless.

b. A person commits an offense if he knowingly initiates, communicates or circulates a report of a violation of City ordinance or State law with the Animal Services Manager or his/her designee that he knows is false or baseless.

Revocation of Permit

The animal services manager or his/her designee may revoke any multi-pet permit after a hearing for any one or more of the following reasons:

a. Impoundment of a cat or dog by the city more than three times during a 12-month period.

b. More than two final convictions of a person for violating this chapter.

c. Any combination of a and b totaling two incidents.

d. Upon a determination that the cat or dog is a "dangerous animal" or "dangerous dog" as defined in this chapter.

Upon revoking the multi-pet permit, the animal services manager or his/her designee shall notify the applicant of said action in writing. Written notification shall be deemed made when a certified letter, return receipt requested, addressed to the last known mailing address of applicant is deposited in the U.S. mail.

Upon the expiration of 10 days after written notification of revocation is deposited in the U.S. Mail, as provided above, applicant will need to remove all excess animals over the limit allowed by ordinance (5 dogs or 5 cats or any combination totaling 5) for a period of 12 months.

If found in violation of over the limit citations may be issued at the animal services manager’s or his/her designee’s discretion. Every day the violation exists constitutes a new and separate violation.

DRAFT

Foster Permit

Definitions

Animal Rescue Group or Animal Rescue Organization: A 501c3 non-profit group dedicated to pet adoption or animal welfare.

Approved Rescue Group or Animal Rescue Organization: Any animal rescue group or animal rescue organization that has filed their 501C3 with the Saginaw Animal Services Adoption and Rescue Coordinator and is currently in compliance with Saginaw Animal Services standards of care which include but are not limited to sterilization, vaccinations, or medical care etc. for animals previously pulled for Saginaw Animal Services.

Animal Foster Home: Any residence that is registered with a 501c3 non-profit animal rescue or animal rescue organization for the purpose of temporarily housing domestic animals in need of adoption into a permanent household. The foster home must be inspected and approved by the rescue group and may be subject to inspection by Animal Services Center staff at any time.

Animal Foster Home Caregiver: A person who harbors fostered animals through an animal services-approved rescue group.

For the purpose of this section a foster home will not be eligible for a foster permit if they currently have a multi-pet permit.

Animal Foster Home Requirements

(a) Fostered animals are to be provided with adequate food, water, shelter, and shade as defined by __Sec. TBD__

(b) The foster home must provide an area in which to segregate newly fostered animals until those animals can be socialized with other animals living in the foster home.

(c) The number of animals allowed to be fostered at a location shall be based on adequate housing space as determined by the size of animals being housed, and should not be more than three adult animals (dogs/cats) or no more than two litters (dogs/cats).

(d) All cats and kittens over the age of sixteen (16) weeks who are fostered animals must be vaccinated against rabies.

(e) All dogs and puppies over the age of sixteen (16) weeks who are fostered animals must be vaccinated against rabies.

(f) Foster caregivers shall obtain a city license for any animal remaining in the home for more than ten (10) days. A fostered animal remaining in the home for more than one hundred twenty (120) days will no longer be considered a foster animal; such animals will be considered owned animals and owners will be required to meet all obligations of ownership. Rescue groups may apply to the animal services manager or their designee for an extension of up to sixty (60) days. A second extension of up to (60) days may be granted at the discretion of the animal services manager.

(g) The foster home shall keep records for each fostered animal, including a rabies certificate and documentation for the length of time the animal has been in the foster home. These records will be provided to the animal services manager or his/her designee upon request.

(h) The foster shall be the owner of the property where the foster home is located or have notarized written permission of the owner of the property in order to participate as a foster home. If the foster is a tenant and not the owner of the property, written, notarized permission from the property owner or management company must be provided annually or upon request of the animal services manager or his/her designee.

(i)The foster shall provide a letter from the rescue group stating they are an approved foster for the rescue group and provide proof of 501c3 status to the animal services manager or his/her designee. This letter will also include the number(s), species, age, color and sex of the animal(s), sterilization proof (if completed, or estimated date of sterilization), and microchip number that is implanted in the animal.

Foster Permit Fees.

Fees for the issuance of a foster permit shall be set by the City Council. The Animal Services Advisory Committee recommends an annual fee of not less than $50.00 plus the cost of registrations.

Foster Home Complaints.

(a) Foster homes shall consent to inspection of the premises by the animal services manager or his/her designee during regular business hours in response to a complaint.
(b) The animal services officer who responds to a complaint at a registered foster home will inform the foster home of the nature of the complaint.
(c) Failure to rectify any violations will result in the suspension of a foster home's designation until the violations are corrected.
(d) The rescue group under which the foster home operates will be notified of any complaint and findings.

The rescue group will remove the foster home from their approved foster home list if any violations are not remedied to the satisfaction of the animal services manager or his/her designee.

Other Laws to Apply

Nothing in this division shall be construed as excusing an animal foster home or an animal foster home caregiver from all other pertinent laws, including those prohibiting nuisances or disturbances.

Complaints

1. A person may file a complaint for violations of this chapter to the animal control authority of the city. The report must be in writing and made under oath (notarized), and the report must include the following:
    - Name, address, and telephone number of complainant and other witnesses;
    - Date, time, and location of the incident forming the basis of the report;
    - Description of the violation;
    - Name, address, and telephone number of the animal owner, if known;
    - A statement of facts upon which such report or application is based;
    - Any other relevant facts or circumstances; and
    - A Texas state notary stamp and signature.

2. The animal control authority, upon receipt of a report filed under this section or upon learning of a violation, shall investigate the complaint and may issue sworn reports based on the animal control authority's investigation or observation.

3. Filing of False Claims and Reports
    a. A person commits an offense if he knowingly initiates, communicates or circulates a claim of ownership for an animal with the Animal Services Manager or his/her designee that he knows is false or baseless.
    b. A person commits an offense if he knowingly initiates, communicates or circulates a report of a violation of City ordinance or State law with the Animal Services Manager or his/her designee that he knows is false or baseless.

Revocation of Permit

The animal services manager or his/her designee may revoke any foster permit after a hearing for any one or more of the following reasons:

a. Impoundment of a cat or dog by the city more than three times during a 12-month period.

b. More than two final convictions of a person for violating this chapter.

c. Any combination of a and b totaling two incidents.

d. Upon a determination that the cat or dog is a "dangerous animal" or "dangerous dog" as defined in this chapter.

Upon revoking the foster permit, the animal services manager or his/her designee shall notify the applicant of said action in writing. Written notification shall be deemed made when a certified letter, return receipt requested, addressed to the last known mailing address of applicant is deposited in the U.S. Mail.

Upon the expiration of 10 days after written notification of revocation is deposited in the U.S. Mail, as provided above, applicant will need to remove all excess animals over the limit allowed by ordinance (4 dogs and 1 cat or 4 cats and 1 dog) for a period of 12 months.

If found in violation of over the limit, citations may be issued at the animal services manager’s or his/her designee’s discretion. Every day the violation exists constitutes a new and separate violation.

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding Ground Lease with Triton Saginaw, LLC for Property at 400 S. Saginaw Blvd. and 405 S. Belmont St.--Bryn Meredith, City Attorney

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Business	Item: D

Reference File

BACKGROUND/DISCUSSION

The proposed Ground Lease Agreement with Triton Saginaw, LLC addresses the lease of the approximate 0.25 acre parcel adjacent to the former fire station building located at 400 S. Saginaw Blvd. The terms of the lease are included in the attachments. You will recall that public hearings were held earlier this year and at the City Council Meeting held on February 21, 2023, the City Council adopted Resolution No. 2023-05, approving the non-park use of the property.

NOTE: THIS ITEM WAS TABLED AT THE AUGUST 15TH CITY COUNCIL MEETING.

FINANCIAL IMPACT:

RECOMMENDATION:

Attachments

Ground Lease Triton Saginaw LLC.pdf

Council Minutes--2-21-2023.pdf

Resolution No. 2023-05.pdf

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "**Lease**") is made and entered into by and between CITY OF SAGINAW, a Texas municipal corporation ("**Lessor**"), and TRITON SAGINAW, LLC, a Texas limited liability company ("**Lessee**") effective as of _____, 2023 ("**Commencement Date**").

W I T N E S S E T H

WHEREAS, Lessor is the owner of the fee simple estate in that certain tract or parcel of land, together with all improvements thereon, lying and being situated in Denton County, Texas and described more particularly in Exhibit A attached hereto and incorporated herein by reference for all purposes (the "**Leased Premises**"); and

WHEREAS, Lessee desires to lease the Leased Premises for a term of 39 years.

1. DEMISE.

Effective as of the Commencement Date, in consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the other terms, covenants, and conditions of this Lease, Lessor does hereby LEASE, DEMISE, and LET unto Lessee, and Lessee does hereby take and lease from Lessor, the Leased Premises, TO HAVE AND TO HOLD the Leased Premises, together with all rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Leased Premises, including, but not limited to, any and all easements, rights, titles and privileges of Lessor now or hereafter existing in, to, or under adjacent streets, sidewalks, alleys, party walls and property contiguous to the Leased Premises, and reversions which may hereafter accrue to Lessor as owner of the Leased Premises by reason of the closing of any street, sidewalk or alley, for the term hereinafter provided, upon and subject to the terms, conditions and agreements hereinafter contained.

2. TERM.

The term of this Lease shall be for thirty-nine (39) years, beginning on the date hereof and ending at midnight on _____, 2062.

3. RENTAL.

So long as this Lease remains in force and effect, Lessee promises to pay to Lessor rents, in the manner, at the time, and in the amounts specified below:

3.1. Rent: Lessee agrees to pay Lessor rent on [July 1st] of each calendar year in the amount of One Hundred Dollars ($100) per year, increasing by One Hundred Dollars ($100) every 5th calendar year during the term. Notwithstanding the foregoing, Lessee shall have the option to pay the full amount of rent due for the upcoming calendar year in advance of the due date. Should Lessee exercise its option to pay the full amount of rent in advance, Lessor acknowledges that Lessee's requirements and obligations for the applicable, upcoming calendar year have been satisfied.

3.2. Place and Manner of Payment: Subject to the further provisions hereof, the rent hereunder shall be payable to Lessor at the original or changed address of Lessor set forth in Section 18.6 hereof or to such other person at such address as Lessor may designate from time to time in writing. In addition to other proper methods of payment, all payments of rent and other sums payable to Lessor by Lessee under this Lease may be made, and shall be deemed to have been properly made, by the mailing to Lessor of Lessee's check or draft in the amount of such payment, and shall be deemed timely made if mailed by Lessor on or before the due date thereof.

3.3. Payments to Assignees and Third Parties: If Lessor's interest in this Lease shall be assigned to a third party or if any sum accrued or to accrue hereunder shall ever be assigned or if any third party other than Lessor shall ever be entitled to collect such sum, then in any such event written notice shall be given immediately by Lessor to Lessee.

(a) No sale or voluntary transfer of ownership of Lessor's interest in the Leased Premises shall be binding upon Lessee until (i) Lessee shall have received written notice from Lessor (or the successor assignor) of such sale or transfer, together with a certified copy of the recorded deed or other instrument of conveyance, and (ii) the successor assignor has complied with the provisions of Section 3.4 hereof.

(b) If and when Lessor's interest in this Lease shall be owned by more than one person, firm, corporation or entity, such parties shall arrange among themselves for the joint execution of a notice specifying one such party or agent and an address therefor for the receipt of notices to Lessor under this Lease and to which all payments to Lessor under this Lease shall be made, and notices delivered and payments made by Lessee in accordance with such jointly executed notice shall constitute notice and payment to all parties included within the term "Lessor".

(c) In the event that there is any dispute as to who shall be entitled to receive any sum payable hereunder, Lessee shall, at its option, have the right to pay such sum into the registry of any court of competent jurisdiction located in Tarrant County, Texas, in connection with a bill of interpleader or similar proceeding filed by Lessee, naming Lessor and such other claimant as parties, or, in the alternative, Lessee may deposit such sum to the credit of Lessor and such other claimant, as their respective interests may appear, in such state or national bank domiciled in Dallas, Texas, as may be selected by Lessee. The making of such payment in connection with the filing of such proceeding or such bank deposit shall discharge Lessee from any further obligation for payment of the installment of rent so paid or deposited.

(d) In the event Lessor shall have given Lessee notice that a third party is entitled to receive payment of any sum and if Lessee thereafter pays such sum to the third party named in such notice, such payment to the third party named in the notice shall fully discharge Lessee of any further obligation for such sum.

4. QUIET ENJOYMENT.

Lessor has full right to make this Lease and, subject to the terms and conditions of this Lease and all matters of public record to the extent that the same are valid and subsisting and affect

the Leased Premises, Lessee shall have quiet and peaceable enjoyment of the Leased Premises during the term hereof.

5. TAXES.

5.1. Payment of Taxes: Lessee agrees to pay and fully discharge all taxes, special assessments, and governmental charges of every character imposed during the term of this Lease upon the Leased Premises, or any part thereof, and all improvements now or hereafter erected thereon, except that Lessee shall not be chargeable with (i) any voluntary assessment liens imposed under Chapter 399 of the Texas Local Government Code unless consented to by Lessee, or (ii) any income taxes imposed under any existing or future laws of the United States or any state or any political or taxing authority on the rentals provided for in this Lease, nor shall Lessee be chargeable with any estate, inheritance, gift, capital gains tax, or other tax imposed under any existing or future laws of the United States or any state or any political or taxing authority on the transfer of the interest of any Lessor by death or otherwise, nor with any gross receipts, sales, excise, or use taxes, if any, imposed on rentals paid to Lessor, nor with any franchise tax or license fee levied upon or against any Lessor, nor with any taxes similar to any of the above excepted taxes. Lessee shall pay all such taxes, charges and assessments to the public officer charged with the collection thereof before the same shall become delinquent, and Lessee agrees to indemnify and save harmless Lessor from all such taxes, charges and assessments. Lessee shall have exclusive right to render the Leased Premises for all taxing jurisdictions.

5.2. Tax Contests: Lessee shall have the right (in its own name or in the name of Lessor, or both, as Lessee may determine appropriate) to contest the validity or amount of any such taxes, charges and assessments which it is obligated to pay under this Lease, in which event the payment thereof may be deferred during the pendency of such contest. If requested by Lessee, Lessor shall join Lessee as a party to any such contest at no cost or expense to Lessor.

6. CONDEMNATION.

6.1. Total Taking: If the Leased Premises in its entirety is taken (which term when used in this Article VI shall include any domain proceedings) for any public or quasi-public use or improvement by virtue of eminent domain, this Lease shall terminate as of the date of the actual commencement of the physical taking of the Leased Premises, and the rentals shall be abated during the unexpired portion of this Lease, effective on the date of such actual commencement of the physical taking of the Leased Premises; provided that such termination of this Lease shall not prejudice the rights of the parties with respect to the computation of the amounts of the awards for such taking as hereinafter provided. In the event of any such taking, Lessor and Lessee shall together make one claim for their combined interests in the Leased Premises and the net award (after deduction of reasonable fees and expenses of collection, including, but not limited to, reasonable attorneys and experts fees) shall be paid as follows:

(a) Lessor shall receive an amount equal to the sum of (i) the then present value of all rents to be received under this Lease, plus (ii) the then present value of Lessor's reversionary interests in the Leased Premises.

(b) Lessee shall receive the remainder of the award.

6.2. Partial Taking: If only a part of the Leased Premises is taken for any public or quasi-public use or improvements by virtue of eminent domain, this Lease shall remain in effect as to that part of the Leased Premises not taken (unless so much of the Leased Premises shall be so taken as to render the balance, in the sole discretion of Lessee, unsuitable for use by Lessee for the uses and purposes contemplated, in which event this Lease shall terminate as provided in Section 6.1, Lessor and Lessee shall together make a single claim for their combined interests in the portion taken, and the award obtained shall be divided pursuant to Sections 6.2(b) and 6.2(c) hereof), but the rentals shall be reduced during the unexpired portion of this Lease on a just and proportionate basis having due regard to the relative value of the portion of the Leased Premises so taken as compared to the remainder thereof and taking into consideration the extent, if any, to which Lessee's use of the remainder of the Leased Premises shall have been impaired or interfered with by reason of such partial taking. Lessee, at its option, may restore or repair the portion of the improvements, if any, then on the Leased Premises not taken by such condemnation. If no restoration is involved, the award shall be divided in accordance with Sections 6.2(b) and 6.2(c). In the event that Lessee elects to restore or repair, Lessor and Lessee shall together make one claim for their combined interests in the Leased Premises and the net award (after deduction of reasonable fees and expenses of collection, including, but not limited to, reasonable attorneys and experts fees) shall be paid as follows:

(a) Lessee shall receive an amount equal to the cost of restoration or repair and the value of the property so taken attributable to any period prior to the expiration of the term hereof (including any renewals of extensions).

(b) Out of any award remaining after a distribution in accordance with Section 6.2(a), Lessor shall receive an amount equal to the sum of (i) the then present value of all rents to be paid under this Lease attributable to the portion of the Leased Premises taken, plus (ii) the then present value of Lessor's reversionary interest in the portion of the Leased Premises taken.

(c) Lessee shall receive the remainder of the award, if any.

6.3. Temporary Taking: In the event of a taking of all or part of the Leased Premises by a governmental authority for temporary public or quasi-public use, this Lease shall not terminate and Lessee shall be entitled to the award made or damages granted in connection with such temporary taking attributable to any period prior to the expiration of the term hereof (including any renewals of extensions).

7. USE OF LEASED PREMISES.

7.1. Use: Lessee shall have the right to use the Leased Premises for the sole purpose of providing surface parking to the general public and operating a commercial business which is permitted under the zoning ordinance which is applicable to the Leased Premises.

7.2. Compliance with Laws: Lessee shall comply with all federal, state, county and city laws and ordinances applicable to the Leased Premises. Lessee shall have the right (in its own name or in the name of Lessor, or both, as Lessee may determine appropriate) to contest the enforcement or validity of any such laws and ordinances. If requested by Lessee, Lessor shall join Lessee as a party to any such contest at no cost or expense to Lessor.

8. IMPROVEMENTS.

8.1. Construction: Lessee may, but shall not be obliged to, construct and erect at its sole cost, risk and expense, upon the Leased Premises, or partly on the Leased Premises and adjoining premises, and in accordance with the site plan approved by the City and attached hereto as Exhibit B (the "**Site Plan**"), buildings and improvements of such type and of such construction for the Use characterized in Section 7 of this Lease, provided that Lessee obtain Lessor's prior approval, which such approval shall not be unreasonably withheld, conditions, or delayed.

8.2. Right to Demolish: Lessee shall have the right, at any time and from time to time and at Lessee's sole cost, risk and expense, but only with Lessor's prior approval (such approval not to be unreasonably withheld, conditioned or delayed), to alter structurally or otherwise remodel, reconstruct, add to, tear down, demolish, remove or destroy any building or improvements, or any part thereof, now or hereafter located on the Leased Premises or partly on the Leased Premises and adjoining premises. Notwithstanding the foregoing, Lessee shall not have the right to remove or demolish improvements to the Leased Premises related to the Veteran's Memorial, such improvements to be removed or relocated by the Lessor only, at Lessor's sole cost and expense. At the written request of Lessee, Lessor shall, within sixty (60) days after receipt of such written request, remove or relocate such improvements to the Leased Premises related to the Veteran's Memorial in accordance with Lessee's request. Lessee shall not be obligated to reconstruct any improvements demolished or otherwise destroyed by condemnation.

8.3. Liens: Lessee is under the affirmative obligation before any work is commenced upon the Leased Premises to inform any entity doing said work that the Leased Premises is owned by the Lessor and said Lessor is not subject the imposition of liens for work performed. Lessee covenants and agrees to protect, indemnify, defend, and hold harmless Lessor from and against all bills, claims, liens, and rights to liens for labor and materials and architects', contractors' and subcontractors' claims, and all other fees, claims and expenses incident to the Lessee's construction and completion of such buildings and improvements.

8.4. Title to Improvements: Title to and ownership of any such buildings and improvements so constructed by Lessee or any sublessee shall be and remain in Lessee throughout the term of this Lease.

8.5. Surrender: Subject to the rights and options of Lessee's mortgage (including any subsidiary of a Lessee mortgage which holds title to the Leased Premises, a "**Mortgage**") and subleases/licensees hereunder, Lessee covenants and agrees, at the termination of this Lease, whether by limitation, forfeiture, or otherwise, to quit, surrender and deliver to Lessor possession of the Leased Premises with all the buildings and improvements thereon (excluding all furniture, furnishings and equipment therein belonging to and removable by Lessee or its subtenants under the terms of this Lease) free and clear of any encumbrances, save Lessee's Mortgage, and in good condition and repair, ordinary wear and tear and damage by casualty excepted, all of which buildings and improvements shall become and remain the property of Lessor.

9. EASEMENTS, ZONING AND RESTRICTIONS.

9.1. Easements and Dedications: In order to develop the Leased Premises, it may be necessary or desirable that street, water, sewer, drainage, gas, power lines, set back lines, and other easements, and dedications, and similar rights be granted or dedicated over or within portions of the Leased Premises by plat, replat, grant, deed or other appropriate instrument; provided no such instrument shall be recorded against the Leased Premises without Lessor's prior approval (such approval not to be unreasonably withheld, conditioned or delayed). Lessor shall, on reasonable written request of Lessee, join with Lessee in executing and delivering such documents, from time to time, and throughout the Lease term, as may be appropriate, necessary or required by the several governmental agencies, public utilities and companies for the purposes of granting such easements and dedications.

9.2. Zoning: In the event that Lessee deems it necessary or appropriate to obtain use, zoning, site plan approval or any permit from the City of Saginaw, Texas or any other governmental entity having jurisdiction over the Leased Premises, or any part thereof, Lessor agrees, from time to time, on reasonable written request of Lessee, to the extent allowed by state law and Lessor's charter, ordinances and regulations, to execute such documents, or join in such petitions, applications and authorizations as may be appropriate, required or requested by Lessee and to co-operate in good faith with Lessee in all such efforts. Notwithstanding the foregoing, no application for rezoning, or amendment to the existing zoning affecting the Leased Premises shall be made without Lessor's prior approval, such approval not to be unreasonably withheld, conditioned or delayed.

9.3. Restrictions: At the reasonable written request of Lessee, Lessor shall, from time to time, execute and deliver or join in the execution and delivery of such documents as are appropriate, necessary or required to impose on the Leased Premises or release the Leased Premises from, as the case may be, such covenants, conditions and restrictions providing for, inter alia, exclusive uses of the Leased Premises, or any part thereof, the establishment of common and parking areas, the establishment of party walls, and provisions for the enlargement of the common and parking areas by the establishment of mutual and reciprocal parking rights and the rights of ingress and egress, and other matters, for the purpose of the orderly development of the Leased Premises. Notwithstanding the foregoing, no such instrument shall be recorded and/or released from or against the Leased Premises without Lessor's prior approval, such approval not to be unreasonably withheld, conditioned or delayed. In the event, such instrument is recorded without Lessor's prior approval, Lessee covenants and agrees (i) to release the same upon ten (10) days written notice from Lessor, and (ii) to protect, indemnify, defend, and hold harmless Lessor from and against all claims incident to the Lessee's recording of the same.

10. INSURANCE.

10.1. Builder's Risk: To the extent required by Lessee's Mortgagees (as defined herein), during the construction of any buildings and improvements, or any replacements or substitutions therefor, Lessee shall, at its sole cost and expense, keep and maintain policies of builder's risk insurance covering the full insurable value of all construction.

10.2. Fire and Extended Coverage: During the term of this Lease, Lessee shall, at its sole cost and expense, keep and maintain policies of insurance on any buildings and improvements against loss or damage by fire or damage by other risks now insured against by "extended coverage" provisions of policies generally in force on buildings or improvements of like type in the City of Saginaw, Texas.

10.3. General Liability: During the term of this Lease, Lessee shall, at its sole cost and expense, keep and maintain policies of comprehensive general liability insurance with limits, which may be effected by primary and excess coverage, of not less than $1,000,000 with respect to bodily injury or death to any number of persons in any one accident, not less than $1,000,000 with respect to property damage in any one accident. Such limits shall be increased during the term of this Lease (including any renewals and extensions) by such amount as is standard for similar properties within City of Saginaw, Denton County, Texas, for similar properties with the same type of improvements as may from time to time be situated upon the Leased Premises.

10.4. Forms of Policies: All insurance required herein shall (a) be carried in the name of Lessor, Lessee, and any applicable mortgagees to Lessee's Mortgage ("**Mortgagees**"), as their respective interests may appear, or name each of such parties as additional insureds, as the case may be; (b) provide that any loss thereunder (except in the case of comprehensive general liability insurance) may be adjusted with, and payable solely to either Lessee or named Mortgagees; (c) require at least fifteen (15) days advance written notice to Lessor and named Mortgagees prior to the cancellation thereof; and (d) where appropriate, contain provisions whereby the insurer releases and waives all rights of subrogation against both Lessor and named Mortgagees requesting same.

10.5. Blanket Policies: Lessee may have blanket insurance policies relating to the Leased Premises and other properties. The blanket insurance policies will not modify the coverages set forth in Section 10.

10.6. Copy of Insurance Policy(s). Upon commencement of the Term and thereafter whenever Lessor shall reasonably request, Lessee shall furnish Lessor with copies of Lessee's said insurance policies or with certificates evidencing, to Lessee's reasonable satisfaction, that such insurance is in effect.

10.7. Periodic Adjustments to Insurance Coverage. Lessor and Lessee agree that no more than once every five (5) years during the Term, Lessor shall be permitted to review and analyze with a third party insurance consultant the policies that are required to be carried pursuant to the terms of this Lease to insure that such policies meet the then existing industry standards for similar properties located in the City of Saginaw, Tarrant County, Texas. Upon completion of such analysis and review, Lessor shall deliver a copy of such analysis and review to Lessee along with any recommended adjustments to the policy limits, deductibles and coverages so as to meet the then existing industry standards. To the extend commercially reasonable, Lessor and Lessee agree to adopt such recommended adjustments, and shall amend this Lease as necessary to give effect thereto.

10.8. Indemnification.

Lessee hereby agrees to indemnify, defend, and hold free and harmless Lessor, its elected officials, employees, representatives, directors, officers, successors and assigns (collectively, the "**Lessor Indemnified Parties**") from and against any and all liabilities, claims, losses, causes of action, damages and out-of-pocket expenses, including, without limitation, interest, penalties, reasonable attorneys' fees and expenses and third party fees, and all amounts paid in the investigation, defense, and/or settlement of any claims, suits, proceedings, judgments, losses, damages, costs, liabilities and the like, which may be suffered, incurred or paid by the Lessor Indemnified Parties arising (i) in whole or in part, directly or indirectly, from or out of the use of the Leased Premises by the Permitted Users, except to the extent the same arise out of the negligence or willful misconduct of Lessor, (ii) in whole or in part, directly or indirectly, from or out of the gross negligence or willful misconduct of Lessee and Lessee's agents, contractors and representatives, and (iii) in whole or in part, directly or indirectly, from or out of Lessee's breach of its duties and obligations under this Lease.

10.9. Waiver of Subrogation.

(a) To the extent permitted by applicable law and without affecting the insurance coverages required to be maintained hereunder, Lessee waives (with the intent that the waiver be, to the extent permitted by applicable law, effective against Lessee itself and against any Person claiming through Lessee, including any insurance company claiming by subrogation) all rights Lessee may have now or in the future against Lessor for compensation for any damage, bodily injury (including disease and resulting death), personal injury, advertising injury, and damage to property of other parties, whether occurring or arising on the Leased Premises or the Parking Lot, to the extent Lessee is or will be compensated by the above referenced liability insurance policies or would be but for a failure of Lessee to diligently assert a liability insurance claim or to maintain liability insurance as required by this Section 10 **(REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF LESSOR)**. Lessee must have its legality insurance policies endorsed to make them valid notwithstanding this waiver if the endorsement is required to prevent a loss of insurance coverage.

(b) To the extent permitted by applicable law and without affecting the insurance coverages required to be maintained hereunder, Lessor waives (with the intent that the waiver be, to the extent permitted by applicable law, effective against Lessor itself and against any Person claiming through Lessor, including any insurance company claiming by subrogation) all rights Lessor may have now or in the future against Lessee for compensation for any damage to the Parking Lot, the Leased Premises or the Lessors other property to the extent Lessor is or will be compensated by the above referenced property insurance policies or would be but for a failure of Lessor to diligently assert an insurance claim or to maintain the property insurance required by this Section 10 **(REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF LESSEE)**. Lessor must have its legality insurance policies endorsed to make them valid notwithstanding this waiver if the endorsement is required to prevent a loss of insurance coverage.

11. SUBLETTING AND ASSIGNMENT.

11.1. Right to Sublet and License: Lessee may from time to time sublet or license the Leased Premises in whole or in part at any time and from time to time without Lessor's consent. The making of any such sublease or license shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations hereunder.

11.2. Right to Assign: Lessee may assign this Lease at any time without the consent of the Lessor, provided the Lessee shall, in each case other than an assignment to a Mortgagee (or a Successor Owner [defined below]), deliver to Lessor an instrument in recordable form under the terms of which the assignee of Lessee's interest in this Lease assumes all of the burdens, terms, covenants, conditions and obligations of Lessee hereunder. After delivery by the assigning Lessee to Lessor of the assumption certificate described hereinabove, the assigning lessee shall be relieved of any and all of Lessee's liabilities or obligations hereunder and the Lessor shall look only to such successor lessee for performance of all of the obligations and liabilities of the Lessee under this Lease of every kind and character thereafter to accrue. Each successor lessee shall have a right to make a further assignment of this Lease and to be relieved from liability hereunder as long as the conditions of this Section 11.2 are fulfilled.

11.3. Recognition of Subleases: Notwithstanding anything herein to the contrary, if for any reason this Lease and/or the rights of Lessee hereunder are terminated for any reason, by operation of law or otherwise, Lessor agrees that such termination shall not result in any termination of any sublease or license of the Leased Premises, and that each such sublease or license shall continue for the duration of its respective term and any extensions thereof as a direct lease or license (as applicable) between the Lessor and the subtenant/licensee thereunder, with the same force and effect as if Lessor hereunder had originally entered into such sublease or license. Except as otherwise required by law, any such subtenant/licensee shall not be named or joined in any action or proceeding by Lessor under this Lease to recover possession from Lessee. On the date of expiration or sooner termination of this Lease, Lessee shall be deemed to assign (and by the execution hereof does assign, effective upon such expiration or termination) to Lessor all of its right, title and interest under any and all subleases/licenses affecting any portion of the Leased Premises. If this Lease is terminated and a new Lease is executed under Section 12.4 below, such subleases/licenses will automatically become subleases/licenses under such new Lease. Lessor agrees to execute any document reasonably requested by any such subtenant/licensee to evidence the foregoing.

12. FINANCING.

12.1. Right to Finance: Lessee shall from time to time and at any time have the right to encumber by one or more mortgages, deeds of trust, security agreements, or other instruments in the nature thereof, as security for one or more loans, indebtednesses or obligations, this Lease, its right to use and occupy the Leased Premises, the leasehold estate created hereby, all right, title and interest in and to any improvements on the Leased Premises, as well as in and to any and all other improvements at any time located on or partially on the Leased Premises, and any other property so affixed to said land, buildings or improvements as to be a part thereof. Any such indebtedness or obligation and any such mortgage, deed of trust or security agreement securing same shall be for such amount and on such other terms and conditions as Lessee may agree to.

12.2. Notices to Mortgagee: If at any time after execution and recordation in Denton County, Texas, of any such mortgage, deed of trust, or other instrument in the nature thereof, Lessee or the Mortgagee shall notify Lessor in writing that any such mortgage or deed of trust has been given and executed by Lessee, and shall furnish Lessor with the address to which Mortgagee desires copies of notices to be mailed (or designate some person or entity as the agent and/or representative of the Mortgagee for the purpose of receiving copies of notices), Lessor hereby agrees that Lessor will thereafter deliver, in addition to any other notice Lessor shall be required by this Lease to deliver to Mortgagee, at the address so given, by registered mail, postage prepaid, return receipt requested, and at the same time that such notice is placed in the mail or otherwise delivered to Lessee, duplicate copies (a "**Default Notice**") of any and all notices in writing which Lessor may from time to time give or serve upon Lessee under and pursuant to the terms and provisions of this Lease, including but not by way of limitation, any notices of default required to be sent by virtue of Section 13 hereof. Lessor shall also notify each Mortgagee of any proposed action requiring the prior approval of Mortgagee hereunder and any casualty or condemnation loss.

12.3. Right to Cure: Mortgagee shall have the right to cure any Lessee default hereunder in accordance with the timeframes set forth in Sections 13.1 and 13.2. If Mortgagee elects to cure any Lessee default under Sections 13.1 or 13.2 hereof, upon the cure of such default, Mortgagee shall not be required to continue to keep all rent current or to pursue acquisition of the leasehold estate. Prior to obtaining possession of the leasehold estate under this Lease, Mortgagee shall not be required to cure those defaults which are only capable of being cured while in possession of the Leased Premises so long as Mortgagee shall be proceeding with reasonable diligence to obtain the leasehold estate under this Lease and possession of the Leased Premises, whether by foreclosure or otherwise. To cure any Lessee default, Mortgagee may enter the Leased Premises and exercise any of the rights and powers granted to Mortgagee under this Lease or at law. Lessee irrevocably directs that Lessor accept, and Lessor agrees to accept, performance by Mortgagee of any term, covenant or provision under this Lease.

12.4. Option for New Lease: Upon termination of this Lease for any reason other than expiration by passage of time of the original stated term (or any applicable extension thereof), Lessee shall deliver written notice of such termination to any Mortgagee about which Lessor has been notified pursuant to Section 12.2 hereof and such Mortgagee shall have the option within ninety (90) days after receipt of written notice of such termination, to elect to receive from Lessor a new lease of the Leased Premises for the unexpired balance of this Lease term, or any renewal and extension hereof, on the same terms and conditions as in this Lease set forth, and Lessor agrees to execute such new lease provided such Mortgagee:

(a) shall forthwith cure any monetary default of Lessee under the Lease;

(b) shall undertake forthwith to remedy any nonmonetary default of Lessee under the Lease, excluding those which by their nature are incapable of cure by any other person; and

(c) shall thereafter observe and perform all covenants and conditions in such Lease contained on the part of Lessee to be observed and performed excluding those which by their nature are incapable of performance by any other person.

In the event that more than one (1) Mortgagee shall exercise the foregoing option for a new lease, Lessor shall enter into a new lease with the Mortgagee, or the designee of such Mortgagee, having the highest priority among those Mortgagees which exercised the option.

If a Mortgagee or another party acquires the Lessee's leasehold estate in the Leased Premises through a foreclosure or deed in lieu of foreclosure (such owner, a "**Successor Owner**"), the Successor Owner shall not be:

(aa) subject to any claims or defenses which Lessor might have against Lessee;

(bb) liable or responsible for any default by Lessee under this Lease or obligated to cure any prior default by Lessee under this Lease; provided, however, that upon acquisition of the Lessee's leasehold estate in the Leased Premises by Successor Owner and the Successor Owner becoming the tenant under this Lease, (i) Lessor shall retain the right to terminate this Lease if Successor Owner fails to cure any continuing non-monetary default of Lessee or a default in the payment of rent payments, other than those defaults personal to Lessee and not susceptible to cure by Successor Owner, if Lessor has delivered written notice of such default to Successor Owner prior to Successor Owner obtaining possession of the Leased Premises and (ii) any default of Successor Owner as tenant under this Lease shall be the responsibility of Successor Owner, to the extent provided by and in accordance with the terms of this Lease;

(cc) liable or responsible for any agreement of Lessee to indemnify or defend Lessor, or to reimburse Lessor for any sums expended by Lessor; provided, however, that upon acquisition of the Lessee's leasehold estate in the Leased Premises by Successor Owner and Successor Owner becoming the tenant under this Lease, Successor Owner shall be responsible for its indemnification, defense or reimbursements obligations under this Lease, to the extent provided by and in accordance with the terms of this Lease, and solely with respect to those obligations arising from events occurring after Successor Owner's acquisition of the Leased Premises;

(dd) required to occupy or operate in, or to cause tenants to occupy or operate in, the Leased Premises.

12.5. No Liability: No Mortgagee shall be or become liable to Lessor as an assignee of this Lease or otherwise, unless such Mortgagee expressly assumes by written instrument such liability, and no assumption shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such mortgage or deed of trust or other instrument or from a conveyance from Lessee pursuant to which the purchaser at foreclosure or grantee shall acquire the rights and interest of Lessee under the terms of this Lease. If a Mortgagee acquires an interest in the Leased Premises and subsequently sells such interest, such Mortgagee shall be fully released from any liability hereunder.

12.6. Waiver of Rents: If Lessee defaults under the terms of any such first mortgage, and a Successor Owner acquires Lessee's leasehold estate, whether by exercising such Mortgagee's power of sale, by judicial foreclosure, or by assignment in lieu of foreclosure of exercise of power of sale, Lessor agrees to waive the rents falling due until the earlier to occur of six (6) months following the acquisition by such Successor Owner or the date such Successor Owner sells or

assigns the leasehold estate to a new lessee, such waiver of rents being conditioned on the following:

(a) Payments of all taxes, assessments, and insurance premiums required by this Lease to be paid by Lessee are current, or are brought current by the Successor Owner, and are kept current by the Successor Owner;

(b) Payments of all utility charges for the Leased Premises are current or are brought current and are kept current;

(c) The Successor Owner performs all of Lessee's obligations for maintaining the Leased Premises and the improvements thereon in good order and repair;

(d) All income and rents from the operation of the Leased Premises or the improvements thereon shall be held by such Successor Owner and applied on a monthly basis in the following manner:

(i) to payment of items (a) through (c) above and such Successor Owner's reasonable expenses incurred in operating the Leased Premises and the improvements thereon;

(ii) to payment of normal amortization payments payable on the first mortgage;

(iii) to cure any rent defaults of Lessee and to payment of normal rents payable by Lessee under the Lease; and

(iv) the remainder, if any, shall be applied to reduce the principal amount of the first leasehold mortgage.

12.7. Modifications:

(a) Lessor shall not accept any surrender of or agree to any termination of or enter into any modification or amendment of this Lease without the prior written consent thereto by any such Mortgagee, and any attempt to do so without such written consent shall be void and of no force and effect.

(b) Lessor agrees to modify this Lease from time to time for the purpose of incorporating herein such additional mortgagee protective provisions as may be reasonably requested by any such Mortgagee; provided such modifications are reasonably acceptable to Lessor and not inconsistent with any of the monetary terms of this Lease.

12.8. Rights Cumulative: All rights of Mortgagee under this Lease shall be cumulative.

12.9. Lessor's Right to Finance: Lessor may not encumber by mortgage, deed of trust, security agreement, or other instrument in the nature thereof (any "**Fee Encumbrance**"), any of Lessor's right, title or interest in the Leased Premises without the prior written consent of Lessee and its Mortgagee.

13. DEFAULT.

13.1. Monetary Default: In the event of a default on the part of Lessee in payment of rentals or insurance premiums, or any other monies required to be paid by Lessee under this Lease, if Lessor shall deliver to Lessee and each Mortgagee as required by Section 12.2 hereof a written notice specifying such default and if the default as specified by such notice shall continue for a period of thirty (30) days after the date of delivery of such notice, then in such event Lessor shall have the right at Lessor's election to take any of the remedies set forth hereinafter; provided that if there be one or more Mortgagees who are entitled to notice of default by reason of Section 12.2 hereof, Lessor shall not have the right to exercise any such remedies until and unless it has delivered to such Mortgagees a second notice of such default, specifying that such default remains uncured and if, within thirty (30) days after the delivery of such second notice of default any such Mortgagee or its designee pays the rentals, insurance premiums, or other monies required to be paid by Lessee as specified in such written notice of default.

13.2. Non-Monetary Default: In the event of any breach of this Lease by Lessee, other than as specified in Section 13.1, if Lessor shall deliver to Lessee and each Mortgagee as required by Section 13.2 hereof a written notice specifying such breach and if the breach so specified by such notice shall not be removed or cured for a period of thirty (30) days after the date of delivery of such notice without Lessee or any Mortgagee or a designee of any Mortgagee having commenced to remove or cure such breach (and thereafter proceeding with reasonable diligence to completely remove or cure such breach), then in such event Lessor shall have the right at its election to exercise any of the remedies set forth hereinafter; provided that if there be one or more Mortgagees who are entitled to notice of default by reason of Section 12.2 hereof, Lessor shall not have the right to exercise any such remedies until and unless it has delivered to such mortgagees a second notice of default, specifying (i) that such breach remains uncured and (ii) a date of termination of the Lease if the breach continues, which date shall not be less than thirty (30) days following receipt of the second notice. If, within thirty (30) days after the delivery of such second notice of default, any such Mortgagee notifies Lessor that it intends to remove or cure such breach, the termination of this Lease, as fixed in Lessor's second notice shall be postponed or extended until the earlier to occur of (a) six (6) months after receipt of the second notice by all such mortgagees or (b) the date on which such removal or cure is accomplished. Provided, further that if any Mortgagee of Lessee's interest under Article XII of this Lease is not in actual possession of the Leased Premises at the time of such breach, then the time within which such default shall be extended until such Mortgagee can obtain actual possession, provided that during such interim the Mortgagee under a mortgage of the leasehold estate authorized by Article XII, or its designee, shall pay or cause to be paid all rents, taxes, assessments, and insurance premiums provided for hereunder as and when they become due under the terms of this Lease.

13.3. Enforcement of Remedies: Upon Lessor's becoming entitled to pursue its remedies against Lessee, and subject to the rights of a Mortgagee as granted by Articles XII and XIII, including a Mortgagee's right to receive notices sent to Lessee granted by Section 12.2 and Mortgagee's right to cure events of default granted by Sections 12.3, 13.1 and 13.2, Lessor may enforce the performance of this Lease in any mode provided by law, or this Lease may be terminated at Lessor's discretion. Upon Lessor's electing to terminate and subject to Section 12.4 hereof, this Lease shall cease and come to an end as if that were the date originally fixed herein for the expiration of the term hereof.

13.4. No Waiver: No waiver by either party of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

13.5. Bankruptcy: The bankruptcy or insolvency of Lessee, an assignment by Lessee for the benefit of Lessee's creditors, the appointment of a trustee, liquidator or receiver for Lessee, reorganization by Lessee, an admission by Lessee of its inability to pay its debts as the same become due and/or the seeking or granting of any order of relief in any proceeding commenced by or against Lessee under any present or future federal or state bankruptcy, insolvency or creditors relief statute shall not affect this Lease so long as all covenants of Lessee are continued in performance by Lessee or its successors or legal representatives. Furthermore, with respect to the rights of a Mortgagee, all notices of default and the periods for curing the same shall be extended for such period of time as Lessee and/or its interest under this Lease are involved in any bankruptcy, receivership, custodial or other legal proceeding preventing such Mortgagee from curing any such default and/or obtaining title to the interest of Lessee under this Lease and/or actual possession of the Leased Premises.

14. NON-LIABILITY.

14.1. Lessor Non-Liability: Lessor shall not be liable to Lessee or to Lessee's employees, subtenants, patrons or visitors for any damages to persons or property caused by any act of negligence or any other act of Lessee, its agents or employees, or any subleasee/licensee of the Leased Premises holding under Lessee, or due to fire, tornado or other casualty, or due to any building on the Leased Premises and appurtenances thereon being improperly constructed, or being or becoming out of repair, or due to any cause whatsoever by reason of the use, occupancy or enjoyment of the Leased Premises by Lessee.

14.2. Lessor Non-Liability: The term "Lessor", as used in this Lease shall mean only the holder for the time being of the Lessor's interest in this Lease. Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the liability of Lessor hereunder in the event of a breach by Lessor of any of the terms, covenants and conditions of this Lease to be performed by Lessee shall be limited to the equity of Lessor in the Leased Premises. In furtherance of the foregoing, Lessee agrees that its sole remedy against Lessor as a result of a breach of any of the terms, covenants or conditions hereof shall be termination of this Lease.

15. FORCE MAJEURE.

It is expressly understood and agreed that if the curing of any default (other than failure to pay rent, taxes, insurance premiums or other sums of money) or the performance of any other covenant, agreement, obligation or undertaking herein contained (other than payment of rent, taxes, insurance premiums or other sums of money) is delayed by reason of war, riots or civil commotion, acts of God, governmental restrictions, regulations, or interferences, fire or other casualty, strikes, shortages or labor or material, or any circumstances reasonably beyond the control of the party obligated or permitted under the terms hereof to do or perform the same and without such party's fault, regardless of whether any such circumstance is similar to any of those enumerated or not, each such party shall be excused from doing or performing the same during such period of delay.

16. ESTOPPEL CERTIFICATES.

Lessor and Lessee shall, from time to time, without additional consideration promptly upon request, execute and deliver to each other or to any person whom the requesting party may designate, an estoppel certificate consisting of statements, if true, that (i) this Lease is in full force and effect, with rent current through the date of the certificate (or stating the date through which rent has been paid); (ii) this Lease has not been modified or amended (or setting forth all modifications and amendments); (iii) to the best of such party's knowledge and belief, the other party is not then in default, and Lessee and Lessor have fully performed all of Lessee's and Lessor's obligations, hereunder; and (iv) if true, the transactions, if any, described in the request do not constitute an event of default under this Lease; and such further instruments of a similar nature evidencing the agreement of Lessor or Lessee to any Mortgagee or prospective purchaser or lessee or sublessee as may be reasonably requested by lessor or Lessee or any leasehold Mortgagee, fee mortgagee of Lessor, assignee or transferee of the interest of Lessor or Lessee, or subtenant/licensee, as applicable.

17. Intentionally Deleted.

18. MISCELLANEOUS.

18.1. Relationship: Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

18.2. Numbers and Gender: Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

18.3. Recording: Upon execution and delivery of this Lease, Lessor and Lessee shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.

18.4. Heading. The headings, captions, and arrangements used in this Lease are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Lease, not affect the meaning thereof.

18.5. References: All references to "Article", "Articles", "Exhibit", "Exhibits", "Section", "Sections", "Subsection" or "Subsections" contained in this Lease are, unless specifically indicated otherwise, references to articles, exhibits, sections and subsections of this Lease.

18.6. Notices: Whenever this Lease requires or permits any consent, approval, notice, request, or demand from one party to another, unless otherwise provided, the consent, approval, notice, request or demand must be in writing to be effective and will be effective upon delivery, and shall be deemed to have been given on the third (3rd) business day after it is enclosed in an envelope, addressed to the party to be notified at the address stated on the signature page hereof

(or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Postal Service, registered mail, return receipt requested.

18.7. Laws: This Lease is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of such State and of the United States shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation hereof.

18.8. Partial Invalidity: If any provision of any of this Lease is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Lease shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Lease a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

18.9. Prior Agreements: This Lease embodies the entire agreement between the parties relating to the subject matter hereof, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed jointly by Lessor and Lessee and supplemented only documents delivered or to be delivered in accordance with the express terms hereof.

18.10. Approval from Lessor and/or City: The parties hereby agree that any instance in which Lessor's approval is required by Lessee, such approval may be completed and approved by the City Manager of the City of Saginaw, Tarrant County, Texas, on behalf of the Lessor/City.

18.11. Multiple Counterparts: This Lease may be executed in a number of identical counterparts, each of which constitutes an original and all of which constitute, collectively, one agreement; but in making proof of this Lease, it shall not be necessary to produce or account for more than one such counterpart.

18.12. Successors and Assigns: This Lease shall be binding upon and inure to the benefit of Lessor and Lessee, and their respective successors and assigns.

18.13. Merger of Title: No merger of Lessee's interest in this Lease or of the leasehold estate created by this Lease with the fee simple estate in the Leased Premises, or any part thereof, shall occur by reason of the fact that the same person may acquire or own or hold, directly or indirectly, (i) Lessee's interest in this Lease or the leasehold created by this Lease and (ii) the fee estate in the Leased Premises or any part thereof or any interest therein, and no such merger shall occur unless and until all persons having an interest in the ownership interests described in (i) and (ii) above (including any Mortgagee) shall join in a written instrument effecting such merger and shall record same.

18.14. Spreading of Mortgage: Notwithstanding the fact that no merger of estates shall occur upon the simultaneous ownership by the same person or entity of the fee simple estate in the Leased Premises and the leasehold estate created by this Lease, a leasehold mortgage in existence

at the time such simultaneous ownership occurs shall nevertheless attach to the fee simple interest held by the Lessee in the Leased Premises, as well as continuing to encumber the leasehold estate.

18.15. Time is of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Lease.

18.16. Attorney's Fees: In the event either party hereto fails to comply with any of the terms of this Lease to be complied with on its part and the other party commences legal proceeding to enforce the terms of the Lease, the prevailing party in any such proceeding shall receive from the other its reasonable attorney's fees.

18.17. Landlord's Liens. Lessor waives all statutory and contractual liens and security interests against Lessee's property by virtue of this Lease.

18.18. No Waiver of Sovereign Immunity. The Parties expressly agree that no provision of the Lease is in any way intended to constitute a waiver by the City of Saginaw of any immunities from suit or from liability that the City of Saginaw may have by operation of law.

18.19. Lease Subject to Existing Laws. Notwithstanding anything to the contrary contained herein, this Lease shall be subject to the provisions of federal and state law, including, without limitation, the provisions of section 253.001 (b) of the Texas Local Government Code, as it may be amended. In addition, notwithstanding anything to the contrary contained herein, this Lease shall be subject to the zoning on the Lease Premises, as of the Commencement Date of this Lease. No provision of this Lease shall require the City Council of the City of Saginaw, to approve a change in the zoning to the Leased Premises and Lessee agrees and acknowledges that zoning is legislative and discretionary and a denial of a zoning change to the Lease Premises shall never constitute a breach of this Lease. Lessee acknowledges that the current zoning on the Lease Premises is lawful and applicable to the Leased Premises, and waives the right to challenge same.

[Signature page follows.]

EXECUTED as of the ___ day of _____, 2023.

LESSOR:

CITY OF SAGINAW, TEXAS

By:_____
Name: _____
Title: _____

Address:

_____
_____
_____, Texas

LESSEE:

TRITON SAGINAW, LLC,
a Texas limited liability company

By:_____
Name: _____
Title: _____

Address:

320 W. Main Street
Lewisville, Texas 75057
Attn: Kristian Teleki

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

SITE PLAN

(6) PUBLIC HEARING – Consideration and Action regarding Proposal to Relocate the Surface Improvements made to Veteran's Memorial at Kiwanis Park to 333 West McLeroy Blvd. and to consider the Approval of a Non-Park Use of the Park Property as a Component of a Proposed Economic Development Project involving a Multi-Restaurant Concept and Entertainment Venue

Mayor Flippo declared the public hearing for this item opened at 6:37 p.m. City Attorney Meredith explained the purpose of the public hearing is for input concerning the relocation of the Veterans Memorial and input concerning a non-park use of the park property.

Mr. John Peet addressed the Council. He expressed his concerns about the relocation of the park. There being no further public comments, Mayor Flippo declared the public hearing closed at 6:54 p.m.

Motion was made by Councilmember Lawson with a second by Councilmember Bighorse to approve the relocation of the surface improvements made to Veteran's Memorial at Kiwanis Park to 333 West McLeroy Blvd. and approve the non-park use of the park property as a component of a proposed economic development project involving a multi-restaurant concept and entertainment venue (Resolution No. 2023-05). Motion carried. 5-0-1-1

For:	Mayor Flippo, Councilmembers Felegy, Lawson, Bighorse, and Copeland
Against:	None
Abstain:	Mayor Pro-Tem Junkersfeld (due to Conflict of Interest)
Absent:	Councilmember Tucker

RESOLUTION NO. 2023-05

A RESOLUITON OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, APPROVING THE NON-PARK USE OF KIWANIS PARK AS A COMPONENT OF A PROPOSED ECONOMIC DEVELOPMENT PROJECT; MAKING CERTAIN FINDINGS IN ACCORDANCE WITH TEXAS PARKS AND WILDLIFE CODE SEC. 26.001 ET SEQ.; APPROVING THE RELOCATION OF THE PARK IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Saginaw is a Texas home-rule municipal corporation 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;

WHEREAS, the City Council considered public input regarding the proposed non-park use of the Kiwanis Park property as a component of a proposed economic development project involving a multi-restaurant concept and entertainment venue;

WHEREAS, the City Council supports the relocation of current park surface improvements to a location that is more suitable for public use and enjoyment;

WHEREAS, notice of a public hearing was published on January 31, 2023, February 7, 2023, and February 14, 2023 in a newspaper of general circulation; and

WHEREAS, the City Council conducted the public hearing on February 21, 2023, to consider the use of parkland for the non-park purposes detailed herein.

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

SECTION 1.

That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2.

The City Council finds that, having taken into account clearly enunciated local preferences, there is no feasible and prudent alternative to the use of the parkland (identified in the attached Exhibit "A").

The City Council further finds that all reasonable planning has been done to minimize harm to the parkland from the resulting use.

Based on the foregoing, the use of the park property for the purposes outlined herein, is hereby approved.

SECTION 3.

That this resolution shall be effective immediately from and after its adoption.

ADOPTED AND APPROVED THIS 21st DAY OF February, 2023.

APPROVED: _____
Todd Flippo, Mayor

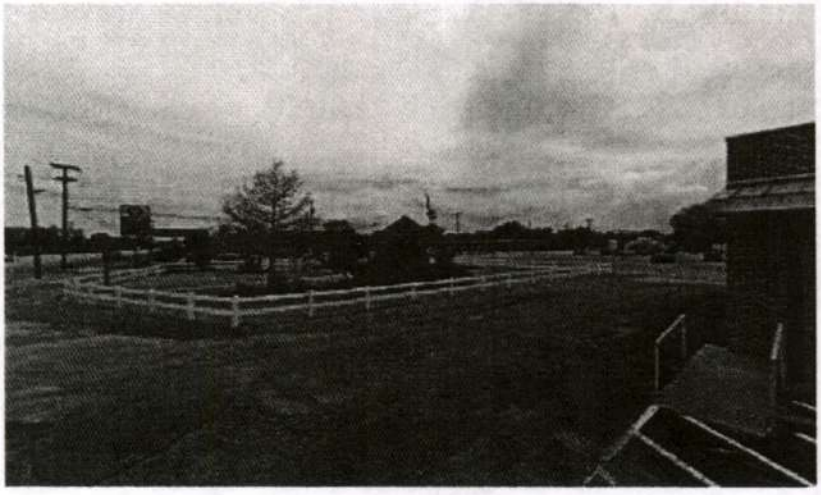
ATTEST: _____
Janice England, City Secretary

CITY OF SAGINAW TEXAS
CORPORATE
SEAL

Google Maps

Imagery ©2023 Maxar Technologies, U.S. Geological Survey, Map data ©2023 50 ft

Google Maps Kiwanis Park



Kiwanis Park

Park

Directions Save Nearby Send to phone Share

Saginaw, TX 76179

ci.saginaw.tx.us

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding Chapter 380 Agreement with Triton Saginaw, LLC--Bryn Meredith, City Attorney

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Business	Item: E

Reference File

BACKGROUND/DISCUSSION:

The proposed Chapter 380 Agreement with Triton Saginaw, LLC addresses the sale and development of the property at 400 S. Saginaw Blvd. and 405 S. Belmont St. This was approved at the October 18, 2022 City Council Meeting pending the property being vacated by the Fire Department. The Fire Department has now vacated the property. The proposed agreement was drawn up by the City Attorney.

NOTE: THIS ITEM WAS TABLED AT THE AUGUST 15TH CITY COUNCIL MEETING.

FINANCIAL IMPACT:

RECOMMENDATION:

Attachments

Economic Incentive 380 Agreement 8.9.23.pdf

Council Minutes--10-18-2022.pdf

ECONOMIC DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SAGINAW, TEXAS
AND
TRITON SAGINAW, LLC

This Economic Development Agreement ("**Agreement**") is made and entered into by and between the City of Saginaw, Texas ("**City**"), and Triton Saginaw, LLC, a Texas limited liability company ("**Company**"). Company and the City may sometimes hereafter be referred to individually as a "party" or collectively as the "parties."

RECITALS:

WHEREAS, the City owns an approximate 2.50-acre tract of real property commonly known as 400 S. Saginaw Boulevard and 405 S. Belmont Street, and as more particularly described on the attached Exhibit A ("**Property**"); and

WHEREAS, pursuant to Ordinance No. 2023-02, the City has rezoned the Property to Planned Development (PD) zoning with Community Commercial (CC) Development Regulations; and

WHEREAS, pursuant to Resolution No. 2023- 05, the City has determined, with respect to a portion of the Property that is currently used as park, that: 1) there is no feasible and prudent alternative to the use of the park, and 2) all reasonable planning has been done to minimize harm to the park, and therefore desires to ground lease such portion to permit development of the Property; and

WHEREAS, the City publicly bid the Property for sale in accordance with all state law requirements and has selected Company as a buyer and ground lessee; and

WHEREAS, Company, an affiliate of Local Favorite Restaurants, LLC, a Texas limited liability company ("**Local Favorite**"), plans to construct a unique outdoor lifestyle environment development on the Property, including three restaurants and performance stage; and

WHEREAS, the City seeks to incentivize the development; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the City; and

WHEREAS, the City has determined that the incentives set forth in this Agreement will serve the public purpose of promoting local economic development, will diversify the economy of the state and the City, will assist in eliminating unemployment and underemployment in the state and the City, and will enhance business and commercial activity within the City; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes

economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the state, by assisting in the elimination of unemployment or underemployment in the state, and by the development or expansion of commerce within the state; and

WHEREAS, the City owns a road vehicle originally designed to assist in fighting fires and built with the capability of operating firefighting equipment such as hoses, ladders, and pumps and carrying teams of firefighters to emergency scenes ("**Vehicle**"); and

WHEREAS, the Vehicle is aging, reaching the end of its service life, and will be replaced with a new firefighting apparatus; and

WHEREAS, in connection with the City's efforts to serve the public purpose of promoting local economic development, diversify the economy of the state and the City, assist in eliminating unemployment and underemployment in the state and the City, and enhance business and commercial activity within the City, the City desires to convey the Vehicle to Company, and Company desires to accept the conveyance of said Vehicle, subject to the terms, conditions, and regulations set forth under Chapter 380 of the Texas Local Government Code and this Agreement.

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

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

"**Agreement**," "**City**," "**Company**," and "**Property**" have the meanings set forth above.

"**Capital Investment**" means the actual cost incurred related to the design, engineering, construction, furnishing, fixturing, and equipping of the Development, including the actual design, engineering, and construction costs of all buildings, renovations, site preparation, structures, infrastructure, offsite improvements (if any), utilities, landscaping and onsite improvements, including labor and materials, and the actual cost of any furniture, fixtures, or equipment installed in connection with the Development. It does not include value of the land, insurance costs, legal fees and expenses, marketing costs or any interest paid to finance the cost of Capital Investment.

"**Certificate of Occupancy**" means the document issued by the City to Company certifying that a building or structure complies with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy, whether temporary or permanent.

"**Development**" means a three-restaurant compound including Twisted Root Burger Company, Taqueria La Ventana, and Del Toro BBQ (*provided, however*, that (i) Company may substitute the restaurant brand or concept for Taqueria La Ventana or Del Toro BBQ with another

complimentary restaurant brand or concept operated by Local Favorite with the written approval of the City Manager (such approval not to be unreasonably withheld, conditioned, or delayed), and (ii) the Development must include a Twisted Root Burger Company), with a common "biergarten" serving all three restaurants, and a performance stage, all as depicted on the attached Exhibit B.

"**Effective Date**" means the date this Agreement is fully executed by both the City and Company.

"**Expiration Date**" shall mean the date all parties have met their obligations under this Agreement, unless terminated sooner in accordance with this Agreement.

"**Grant**" means the payment to be made by the City to Company pursuant to this Agreement as a reimbursement for a portion of the cost of the utility improvements to be done on the Property in the amount of (a) $150,000 if Company achieves Substantial Completion with all three (3) restaurants by the Completion Date, or (b) $100,000 if Company achieves Substantial Development with at least two (2) restaurants by the Completion Date.

"**Term**" means the term of this Agreement as described in Article 2 of this Agreement.

ARTICLE 2
TERM

2.01 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Development to the City. The terms of this Agreement implement the program.

2.02 Term. The term of this Agreement ("**Term**") will commence on the Effective Date and will continue until the Expiration Date.

ARTICLE 3
CONVEYANCE OF PROPERTY

3.01 Conveyance of Property. In consideration of Company constructing the Development, the City shall deliver to Company a special warranty deed ("**Deed**"), in the form attached hereto as Exhibit C and a ground lease (the "**Ground Lease**"), in the form attached hereto as Exhibit D, within thirty (30) days of receiving Company's written request for the Deed. Notwithstanding the foregoing, the Deed will not be delivered before the date that is ninety (90) days following the Effective Date, subject to 6.03, below. The Parties acknowledge and agree that the fair market value of the land and improvements comprising the Property is the same as the assessed value of the Property determined by the Tarrant County Appraisal District for the calendar year 2022, which is $1,145,829.00.

3.02 Conveyance of Vehicle. In consideration of Company constructing the Development, and in connection with the City's conveyance of the Property through the Deed and Ground Lease pursuant to Article 3.01 set forth above, the City shall deliver a certificate or registration of title for the Vehicle, which such certificate or registration of title shall convey such Vehicle and all right, title, and interest therein to Company free and clear of any and all liens and encumbrances on title. City shall deliver the certificate or registration of title for the Vehicle by no later than June 1, 2024; provided, however, in the event City requires the continued use of the Vehicle, City shall send Company written notice fifteen days prior to June 1, 2024 indicating the need for the vehicle and providing Company with a new deadline by which the title to the Vehicle shall be conveyed. Company agrees that the Vehicle will be publicly displayed on the Property and may not be removed from the Property or transferred/sold to a third party without the prior written approval of the city council of the City.

3.03 Due Diligence. Company and its authorized representatives shall have the right during the period from the Effective Date until it requests the Deed to enter upon the Property, including buildings and structures, at all reasonable times and from time to time for the purposes of inspecting the Property. The City consents to Company conducting a Phase I Environmental Site Assessment of the Property. Company shall not conduct any invasive testing, including, without limitation, any Phase II Environmental Site Assessment, without the prior written approval of the City Manager, such approval which shall not be unreasonably withheld, conditioned, or delayed. Any entry shall be at the sole cost, expense and risk of Company. Company hereby indemnifies and agrees to hold the City harmless from and against any and all loss, cost or expense (including attorneys' fees and expenses) resulting directly or indirectly, from any entry by Company, or any employee, agent, principal or independent contractor of Company, upon the Property; provided, however, that the Company shall in no event be liable for the mere discovery of any hazardous materials or other conditions on the Property except to the extent exacerbated by the actions of the Company or its employees, agents, principals or independent contractors. SUCH INDEMNIFICATION WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR THE BENEFIT OF THE CITY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF THE CITY, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED UPON OR ALLEGED AGAINST THE CITY, BUT WILL NOT BE ENFORCED TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY. Company shall notify the City not less than three (3) business days in advance of any such proposed entry to conduct the inspection of the Property. The City's representatives may be present during any such entry by Company to perform the Phase I Environmental Site Assessment but must be present when Company enters any structure or improvement on the Property. Further, Company agrees (i) to not interfere with the City operations conducted on the Property; and (ii) to repair any damage to the Property caused by Company or its agents or employees and restore the Property to the same condition existing at the time immediately prior to any such damage.

3.04 Title Insurance. The conveyance of the Property will be subject to all matters of record and ad valorem taxes for the year in which the conveyance of the Property is made. The Company will be solely responsible for obtaining title insurance on the Property and the City agrees to

execute such affidavits as are necessary for Company to obtain title insurance for the Property. At the Company's election and at its sole cost (including any escrow and recording fees), conveyance of the Property may be conducted by and through a title company selected by Company.

ARTICLE 4
COVENANTS OF COMPANY

4.01 Company Obligations. In consideration of the City agreeing to convey the Property and provide the Grant and permit fee waivers, Company agrees to the following:

(a) By the last day of the twelfth month following the conveyance of the Property and Ground Lease to the Company, or December 31, 2024, whichever is earlier (the "**Completion Date**"), Company must substantially complete construction of the Development in substantial compliance with the concept plan on the attached Exhibit B, and receive a Certificate of Occupancy for least two of the three restaurants within the Development ("**Substantial Completion**"). In the event Company desires to make a material modification to the concept plan attached as Exhibit B, such material modification must be approved by the City's city council; and

(b) Company agrees to make a Capital Investment of no less than $2,500,000.

(c) Company will construct the Development in compliance with all federal, state, and local laws and regulations.

4.02 Undocumented Workers. Company covenants and certifies that it does not knowingly and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay to the City the full amount of all payments made under Article 5 of this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company receives a notice of violation from the City.

ARTICLE 5
COVENANTS OF CITY

Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this section, the City will be obligated to do the following:

5.01 Grant. Provided Company has fulfilled its obligations in Article 4 of this Agreement, the City will pay the Grant to Company within thirty (30) days of receiving a Payment Request from Company. For purposes of this section, "**Payment Request**" means a written request for the Grant

which is accompanied by documentation, on a form satisfactory to the City Manager, evidencing Company's satisfaction of its obligations under Article 4 of this Agreement.

5.02 Permit Fee Waiver. The City agrees to waive building permit fees for initial construction of the Development. No building permit fees will be waived for any portion of the Development once all three restaurants have received a Certificate of Occupancy.

ARTICLE 6
TERMINATION; REPAYMENT; OFFSETS

6.01 Termination. This Agreement may be terminated upon any one or more of the following:

(a) By mutual written agreement of the parties;

(b) (1) if Company fails to provide written notice to the City by the date that is ninety (90) days following the Effective Date that Company intends to take title to the Property, or (2) upon written notice by Company, if Company elects not to take title to the Property on or before the date that is ninety (90) days following the Effective Date;

(c) Upon written notice by the City, if Company fails to achieve Substantial Completion on or before the Completion Date;

(d) Upon written notice by the City, if Company defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided, however, if such breach or default is not susceptible to cure within such 30-day period, such reasonable period of time as the City Manager determines so long as Company is diligently pursuing such cure, such extended cure period which shall not exceed one hundred twenty (120) days).

6.02 Repayment. In the event this Agreement is terminated by the City pursuant to Sections 6.01(d), Company shall immediately refund to the City an amount equal to the amount of the Grant and permit fee waivers that have been provided by the City to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate, accruing from the Effective Date until paid. The repayment obligation of Company set forth in this Section 6.02 hereof shall survive termination of this Agreement.

6.03 Liquidated Damages for Failure to achieve Substantial Completion. In the event this Agreement is terminated by the City under Section 6.01(c) after title to the Property has been conveyed to the Company, Company agrees to pay the City one lump sum payment in the amount of $2,000,000, such amount which is due and payable within thirty (30) days of the City's demand

for payment. The amount set forth herein shall be considered liquidated damages and not as a penalty for Company's failure to perform its material obligations under this Agreement. Notwithstanding the foregoing, in the event Company has taken title to the Property but has not commenced construction of vertical improvements upon the Property, Company, at its election, may reconvey the Property to the City free and clear of all encumbrances except for those encumbrances which (i) existed at the time Company took title to the Property, and (ii) are otherwise approved by the City Manager, in his/her sole discretion.

6.04 **Termination Prior to Taking Title to the Property**. In the event this Agreement is terminated by the City or Company under Section 6.01(b), this Agreement shall automatically terminate without payment of any penalty and be of no further force or effect and neither party shall have any further obligations to each other with respect to the Property, except as expressly survives the termination of this Agreement

6.04 **Offsets.** The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, and regardless of whether or not the debt due to the City has been reduced to judgment by a court.

ARTICLE 7
INDEMNIFICATION

COMPANY, IN PERFORMING THE OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE DEVELOPMENT. COMPANY AGREES TO INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE BY COMPANY OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF COMPANY, OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS BUT NOT TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY.

ARTICLE 8
GENERAL PROVISIONS

8.01 Mutual Assistance. Company and the City shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

8.02 Representations and Warranties. Company represents and warrants to the City that it has the requisite authority to enter into this Agreement. Company represents and warrants to the City that it will not violate any federal, state or local laws in constructing the Development, and that the Development shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

8.03 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.04 Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the transaction contemplated herein.

8.05 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by Company and the City.

8.06 Assignment. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Company may not assign any portion of this Agreement without the prior written approval of the city council of the City. Notwithstanding the foregoing, Company shall be permitted to collaterally assign this Agreement to a third party lender providing financing for the Development and City shall execute a consent to collateral assignment in a form substantially and reasonably acceptable to the City Manager and approved by the City Attorney. City shall use commercially reasonably efforts to review and approve such collateral assignment within ten (10) business days of receipt of such request for the same. The parties agree that any collateral assignment document which amends any term of this Agreement other than the notice provisions in Section 8.07 must be approved by the City's city council, such approval to be given (or not given) in the city council's sole discretion.

8.07 Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth (5th) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

COMPANY: c/o Triton Saginaw, LLC
1845 Woodall Rodgers Frwy., Suite 1100

Dallas, Texas 75201
Attn: Legal Department

With a copy to: Munsch Hardt Kopf & Harr, P.C.
500 N. Akard Street, Suite 3800
Dallas, Texas 75201
Attn: Phillip Geheb

CITY: City of Saginaw
333 West McLeroy Blvd.
Saginaw, TX 76179
Attn: City Manager

With a copy to: Saginaw City Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

8.08 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

8.09 Choice of Law/Venue/Attorney Fees. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

8.10 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement, upon which the parties must agree, and which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

8.12 No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a company or joint venture between the parties.

8.13 Limitation of Liability. The parties further agree that neither party will be liable to the other under this Agreement for indirect, special, consequential (including lost profits), or exemplary damages.

8.14 Governmental Function. The parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of the City and the State of Texas, assisting in the elimination of unemployment or underemployment of the state, and developing and expanding commerce in the state, and is for all purposes a governmental function of the City for the benefit of the citizens of the City and the State of Texas. The parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the City by law and given to it by the State of Texas as part of the state's sovereignty.

8.15 Full Execution Required. This Agreement will not be binding on either party unless fully executed by both parties.

8.16 Force Majeure. If Company is unable to achieve Substantial Completion on or before the Completion Date due to a Force Majeure event, then the deadline for performance shall be extended for the duration of the Force Majeure event; provided, however, that Company must give written notice to City of the existence and cause of such Force Majeure event within thirty (30) days after Company becomes aware of the same. "Force Majeure" means any act that (i) materially and adversely affects Company's ability to perform or delays Company's ability to do so, (ii) is beyond the reasonable control of Company, and (iii) is not due to Company's fault or negligence. NOTWITHSTANDING THE FOREGOING, NO OBLIGATION IN THIS AGREEMENT MAY BE EXTENDED BY MORE THAN TWELVE (12) MONTHS IN THE CUMULATIVE BY REASON OF FORCE MAJEURE. Other than the foregoing, no Force Majeure type provision is applicable to this Agreement.

[Signature Page to Follow]

EXECUTED effective as of _____, 2023.

CITY OF SAGINAW, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

TRITON SAGINAW, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

The Property

EXHIBIT "B"

The Development

EXHIBIT "C"

Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The City of Saginaw, Texas ("***Grantor***"), for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor paid by Triton Saginaw, LLC, a Texas limited liability company ("***Grantee***"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and easements described below, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee the real property located in Tarrant County, Texas, described on **EXHIBIT A**, together with all and singular the rights and appurtenances pertaining to such property, including, without limitation, all improvements thereon (the property described in this clause is herein referred to collectively as the "***Property***").

For Grantor and Grantor's successors and assigns forever, a reservation is hereby made of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor, except, however, such waiver of Grantor's right of ingress and egress to and from the surface of the Property does not include, and Grantor expressly reserves the right to conduct, seismic activities on the Property. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the surface of the Property.

This conveyance is made subject to and excepting all restrictions, exceptions, covenants, conditions, easements, reservations, rights-of-way, oil, gas or mineral leases and other matters, if any, affecting title to the Property, which are shown of record in the county in which the Property is located as of the date hereof (collectively, the "***Permitted Exceptions***"); provided, however, that that nothing contained herein shall be construed as reinstating any matter of record, which has expired or was previously released upon the Property, as a result of being a Permitted Exception.

BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE REPRESENTS AND WARRANTS TO GRANTOR THAT GRANTEE IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT OF GRANTOR OR ANY AGENT, OFFICER, EMPLOYEE, OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF GRANTOR.

WITHOUT IN ANY MANNER LIMITING THE PROVISIONS OF THE PRECEDING PARAGRAPH, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONVEYANCE, BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE AGREES THAT GRANTEE IS TAKING THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY GRANTOR WITH RESPECT TO THE PROPERTY, ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN ADEQUATE TIME TO CONDUCT WHATEVER EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS GRANTEE MAY DESIRE OR DETERMINE WARRANTED, AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR ITS CONDITION BY GRANTOR OR ANY OF GRANTOR'S OFFICERS, AGENTS, EMPLOYEES OR OTHER PERSONS ACTING OR PURPORTING TO ACT ON BEHALF OF GRANTOR, BUT GRANTEE IS RELYING SOLELY ON ITS OWN EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY.

WITHOUT LIMITING THE PROVISIONS OF PRECEDING PARAGRAPHS, GRANTEE EXPRESSLY RELEASES AND DISCHARGES GRANTOR AND ITS OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, BROKERS AND CONTRACTORS FROM ANY AND ALL OBLIGATIONS, CLAIMS, ADMINISTRATIVE PROCEEDINGS, JUDGMENTS, DAMAGES, FINES, COSTS, AND LIABILITIES ARISING OUT OF OR RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF (COLLECTIVELY, THE "***CLAIMS***") (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED), INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION WHICH SHALL INCLUDE, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGICAL CONDITION OF, AND ANY ENVIRONMENTAL RISK RELATING TO, THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE BUT NOT TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGEMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY. The release set forth in this paragraph specifically includes any Claims under any Environmental Laws

or with respect to any Environmental Risk. "***Environmental Laws***" means all applicable legal requirements regarding health, safety or the environment and includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, and any other state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Special Warranty Deed. IT IS SPECIFICALLY INTENDED BY GRANTOR AND GRANTEE THAT THE RELEASE CONTAINED HEREIN BE WITHOUT LIMIT, IRRESPECTIVE OF THE CAUSE OR CAUSES OF ANY SUCH CLAIMS (INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES [INCLUDING GRANTOR], WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE) BUT NOT TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGEMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY. An "***Environmental Risk***" consists of (a) the presence of any asbestos or asbestos-containing materials, (b) the presence, Release, threatened Release, discharge, or threatened discharge of any radioactive materials or "hazardous substance" or "hazardous waste" (as defined by any Environmental Laws), or (c) the presence, Release, threatened Release, discharge, or threatened discharge of any oil or other substance containing polychlorinated biphenyl (as defined in 40 CFR 761.3). "***Release***" shall mean, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers and other closed receptacles).

All taxes and other assessments assessed against the Property for the year _____ have been prorated or otherwise settled between the parties, and Grantee assumes and agrees to pay such taxes and assessments in full. If this Special Warranty Deed or Grantee's use of the Property after the date hereof results in additional taxes or assessments for periods before the date hereof, such taxes and assessments shall be the obligation of and paid by Grantee.

TO HAVE AND TO HOLD the Property, subject to the matters set forth above, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

Executed to be effective as of the _____ day of _____, 2023.

GRANTOR:

CITY OF SAGINAW, TEXAS

By:_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____, _____ of the City of Saginaw, Texas, a Texas municipality, on behalf of said municipality.

_____
Notary Public
My commission expires:_____

EXHIBIT A

The Property

EXHIBIT "D"

Form of Ground Lease

[See Attached]

Councilmembers Felegy, Lawson, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

(Mayor Pro-Tem Junkersfeld left the Council Chambers at this time due to a Conflict of Interest with Item 11.)

(11) Consideration and Action regarding an Economic Development Agreement by and between the City of Saginaw, Texas and Triton Saginaw, LLC for the sale and development of real property located at 400 S. Saginaw Blvd. and 405 S. Belmont Street

Director of Community & Economic Development Rinehart gave a brief history of the property located at 400 S. Saginaw Blvd. and 405 S. Belmont Street; the decision to construct a new fire station; and requests from residents for more sit down restaurants, retail, and entertainment venues. He explained that bids were advertised for the property that will be vacant when the fire department moves to their new facility on W. McLeroy. The winning bid was submitted by Local Favorite Restaurants. Mr. Mike Karns, Chief Executive Officer of Local Favorite Restaurant, gave a presentation outlining their vision for the property which includes two (2) with the possibility of three (3) branded sit-down restaurants and one (1) entertainment venue.

Motion was made by Councilmember Lawson with a second by Councilmember Tucker to approve an Economic Development Agreement by and between the City of Saginaw, Texas and Triton Saginaw LLC for the sale and development of real property located at 400 S. Saginaw Blvd. and 405 S. Belmont St., and authorize the Mayor to execute the agreement subject to the City Attorney's approval of the final version of the agreement. Motion carried unanimously. 5-0-1-1

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

Against: None

Abstain: Mayor Pro-Tem Junkersfeld

Absent: Councilmember Bighorse

(Mayor Pro-Tem Junkersfeld returned to the Council Chambers at this point.)

(12) Consideration and Action regarding Appointments: a. Animal Shelter Advisory Committee; b. Advisory Recreation and Parks Board; and c. Board of Adjustment

a. Animal Shelter Advisory Committee

Motion was made by Councilmember Lawson with a second by Councilmember Copeland to make the following appointments to the Animal Shelter Advisory Committee: appoint Judy Deller to Place No. 7; appoint Crystal Amador to Place No. 8; and appoint Stacy Liebel to Place No. 9. Motion carried unanimously. 6-0-0-1

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

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding the use of Parks Donations Fund for 2023 Holiday Drone Show--Pedro Zambrano, Communications Manager

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Business	Item: F

Reference File

BACKGROUND/DISCUSSION:

FlyLight Drone Shows provides municipalities with drones shows for their events. Last year they were our vendor for the 2022 Holiday Parade & Christmas Tree Lighting Ceremony and it was a crowd favorite. For the 2023 Holiday Parade the cost will be $24,000 for 150 drones.

The Parks Board voted to have the event on Saturday, December 2, 2023.

FINANCIAL IMPACT:

$24,000 from the Parks Donation fund. As of August 24, 2023 the current Parks Donation cash balance is $114,816.29.

RECOMMENDATION:

The Parks Advisory Board unanimously voted to recommend the use of $24,000 from the Parks Board Donations Fund.

Attachments

12.02.23 Saginaw Drone Show pdf.pdf

FLYLIGHT
DRONE SHOWS

City Of Saginaw Holiday Drone Show Estimate

Proposal Created: 08/22/2023

About FlyLight Drones, LLC

- We provide epic, custom drone light shows and sky-sized story sharing with our fleet of premium drones, team of drone experts, and creative designers. Our Chief Pilot, Blake Stoltz, brings over 23 years of drone and large scale production experience to each event.
- Our Drone Shows are powered by *Verge Aero*- an American-made, first class drone software technology, and fleet of the safest drones available; receiving many accolades including being featured as a Golden Ticket Winner on “America’s Got Talent”.
- Our shows offer time-code synchronization for ultimate precision, show renderings, as well as the brightest and truest colors due to our drone LED light engines having white LED’s, whereas most drones on the market can only create a blue tinted illusion of white resulting in a less visually stunning effect .
- Our promise is to make your show as custom, innovative, and as memorable as possible while also providing outstanding support to guarantee a premier drone show for the entire community.
- Unmanned Aircraft Liability in the amount of $1(M), within the policy includes Premise Liability. We have the ability to to add client and venue as additional insured party for added benefit.
- All pilots hold a current FAA Part 107 certificate (Small Unmanned Aircraft Certificate). Additionally, we hold all required waivers, specifically 14CFR 107.9 (a)(2)&(b) and 107.35, adhering to FAA regulations.
- A secured safety set back area will be maintained insuring our drones do not fly over people or vehicles as required by the FAA.

FLYLIGHT
DRONE SHOWS

Custom Designed Shows Start with a Vision

- Armed with the best in the industry, our shows are not only unique and endlessly customizable, but tell a complete story. It all starts with a conversation and story board.

- Custom soundtracks are a must to create the true emotion of your show. On-site, we work with audio professionals to insure the soundtrack is a format easy for playback.

- The design process will include your team along with our group of talented show designers and coordinators.

FLYLIGHT
DRONE SHOWS

A Few Of Our Favorite Shows

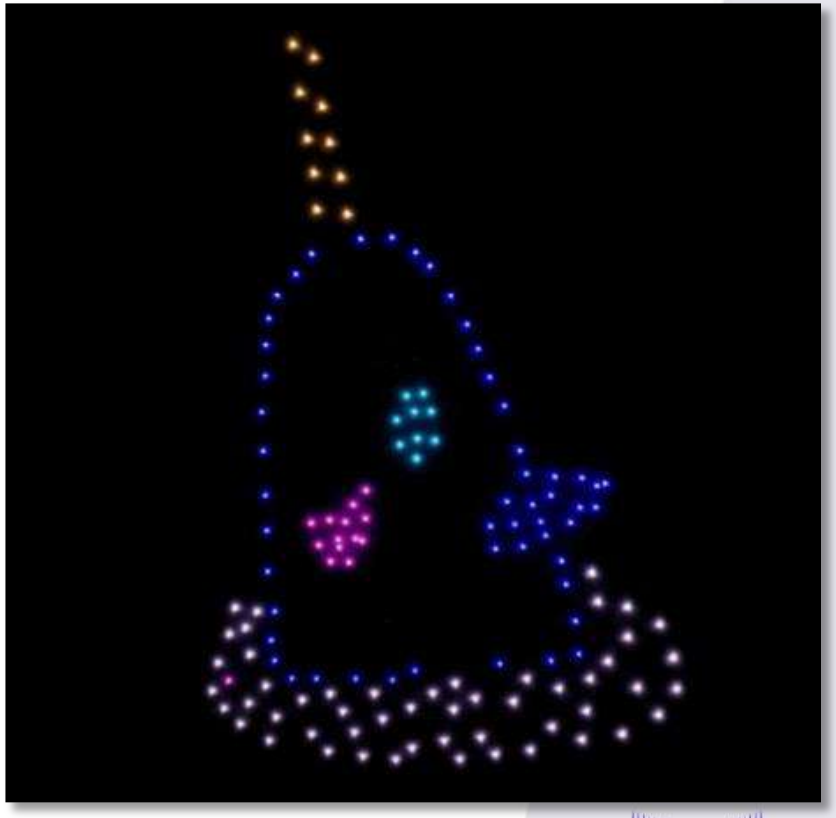
FLYLIGHT
DRONE SHOWS

City of Saginaw Christmas

- FlyLight Drones flew a custom holiday themed drone light show to celebrate the holidays with the community, reaching many thousands of audience members and viewers.
- The show flew 150 drones, and averaged 12 minutes with 14 custom animations.
- Themes included The Grinch, Charlie Brown’s Christmas, Elf on a Shelf, Santa, and Frozen (in addition to everyone's favorite holiday icons like Rudolph, Frosty and mistletoe).
- Custom city logos were also featured during the flight.
- The shows gained attention and were highlighted in multiple local news papers, blogs and shared across social media.

FLYLIGHT
DRONE SHOWS

Visuals



Christmas Drone Show

FLYLIGHT
DRONE SHOWS

Allen Graduation Ceremony

- FlyLight Drone Shows launched a fleet of 300 drones
- AHS was presented with a surprise Drone and Firework combination show to conclude the 2023 graduation ceremony.
- The drone light show entertained guests for approximately 12 minutes, and displayed 14 animations accompanied with fireworks.
- The drone show was flown to a custom soundtrack developed by Allen High School student council.
- The show provided entertainment for approximately 10,000 students, parents, and staff.
- This show gained a lot of momentum on social media, and was viewed by over 2mm.

FLYLIGHT
DRONE SHOWS

Visuals

Allen Eagle's Drone Show

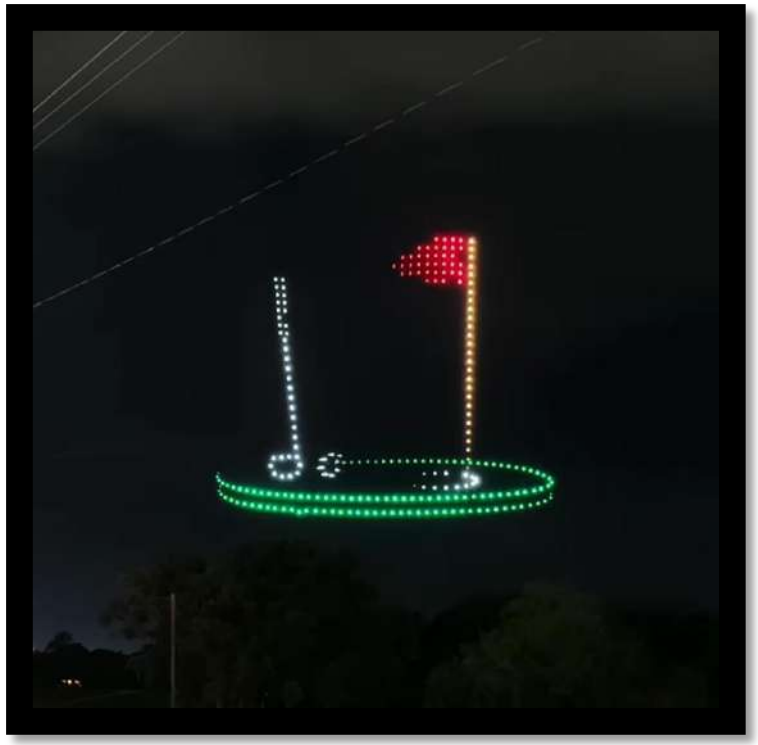
FLYLIGHT
DRONE SHOWS

The Amigo Party and Cuatro Hermanos Foundation

- Flylight Drones launched a fleet of 300 drones.
- This annual fundraiser event was elevated to new heights with a drone show displaying event logos, live raffle draw winners- a first for drone shows, and a drone displayed QR code directing viewers to an informative donation page.
- The show lasted 12 minutes, and featured 15 custom animations choreographed to a custom soundtrack.
- This events success metrics (attendance, and donations) more than doubled from previous years events.
- The drone show reached thousands of viewers and generated a lot of buzz on social media, and also awareness for the Cuatro Hermanos Foundation.

FLYLIGHT
DRONE SHOWS

Visuals



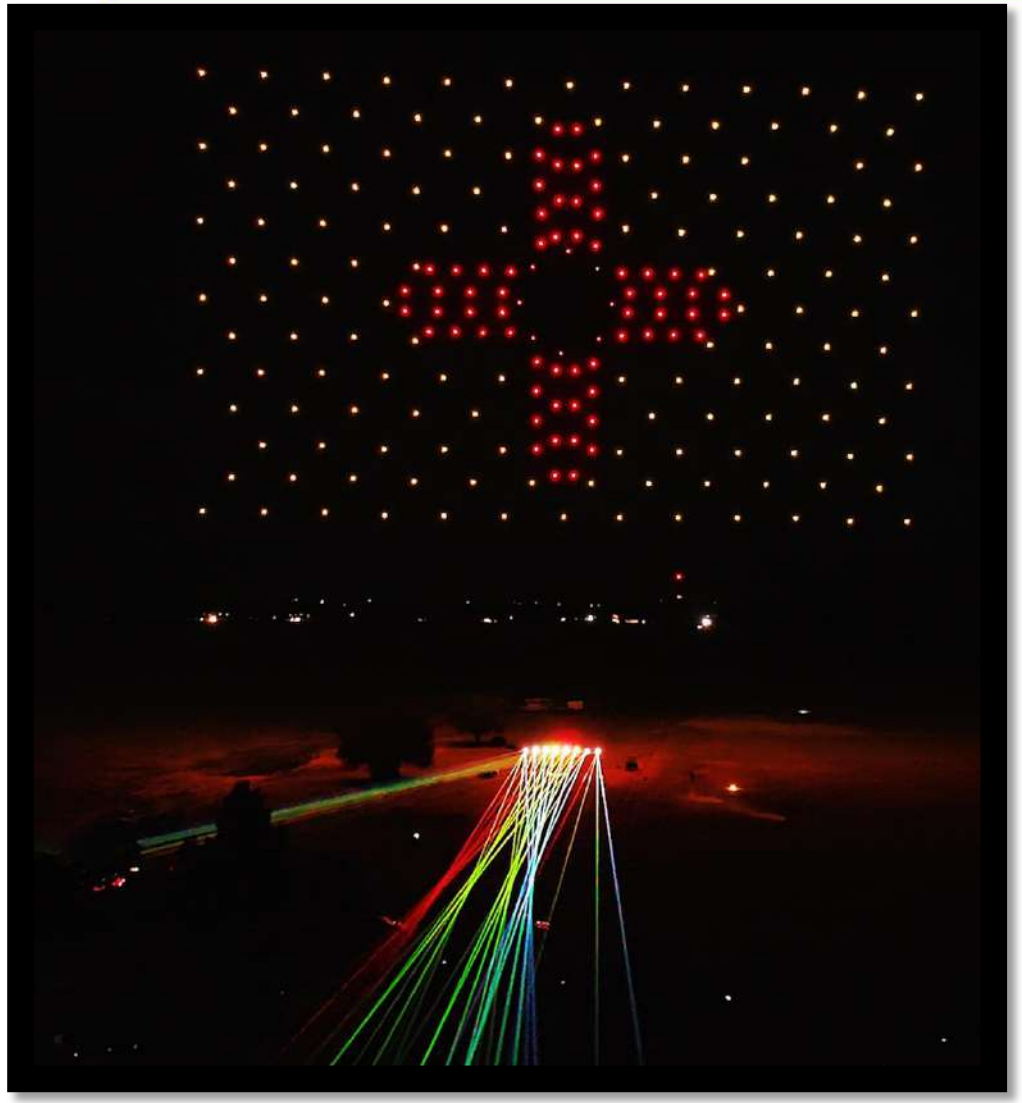
FLYLIGHT
DRONE SHOWS

Church On The Move Roswell, NM

- Flylight Drone Shows launched a fleet of 200 drones.
- Church on the Move wanted to celebrate Veterans and America's Independence with a 12 minute drone show featuring 14 animations.
- The show flew to a custom soundtrack and awed over 2,000 guests.
- The show concluded with a choreographed firework show.
- Animations included astronauts landing on the moon, the state flag, statue of Liberty, sponsor logos and other various July 4th themes.

FLYLIGHT
DRONE SHOWS

Visuals



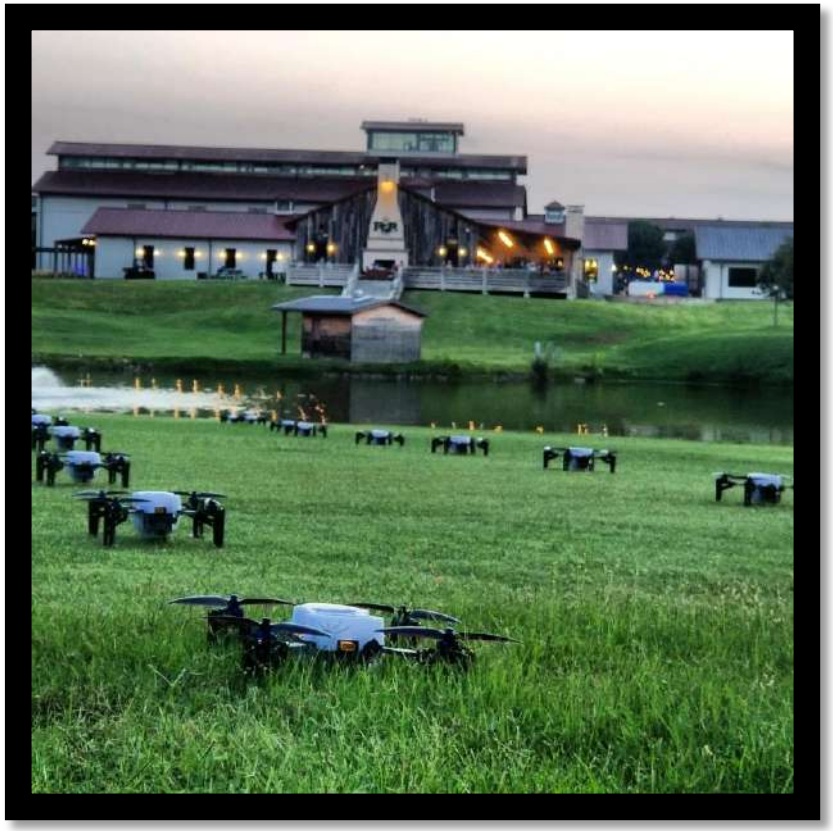
FLYLIGHT
DRONE SHOWS

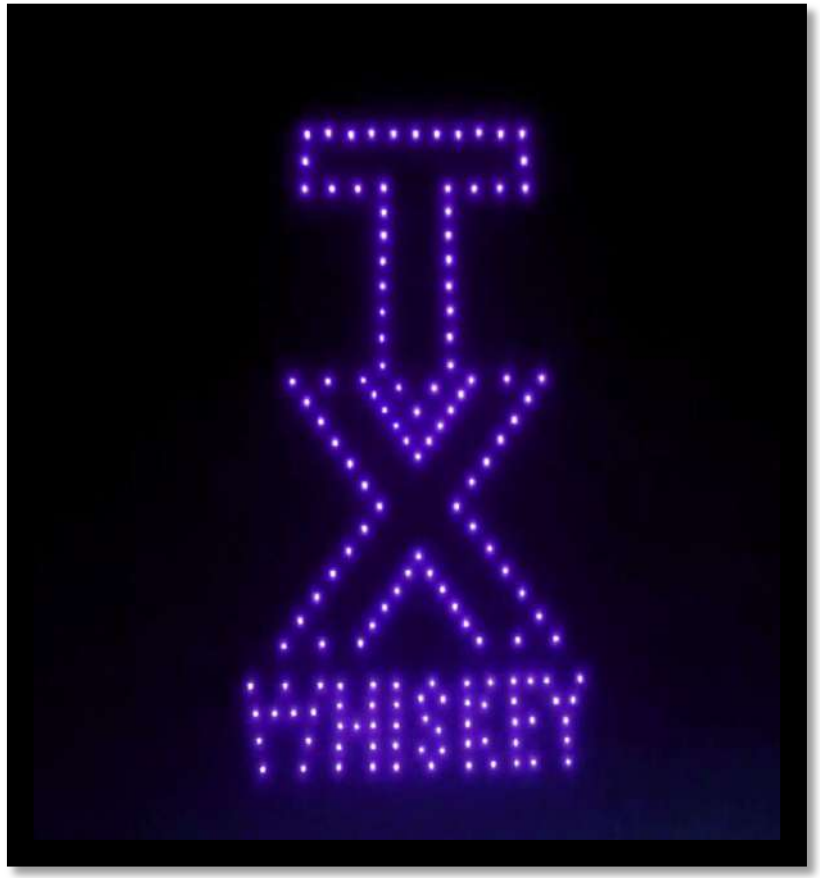
TX Whiskey Brands (American Whiskey Collective)

- FlyLight Drone Shows launched a fleet of 150 drones.
- The AWC concluded their corporate event with a custom drone light show celebrating all their brands; Smooth Ambler, Jefferson’s, Rabbit Hole and TX Whiskey.
- The drone light show entertained guests for approximately 10 minutes, and featured 14 animations.
- The show flew to a custom soundtrack from song selections by the client.
- Show was flown at the TX Whiskey location in Fort Worth for over 500 guests.

FLYLIGHT
DRONE SHOWS

Visuals





[AWC Highlight Video]

FLYLIGHT
DRONE SHOWS

Perot Museum of Nature and Science 10th Anniversary

- FlyLight Drone Shows launched 2 flights of 150 drones for large scale production use.
- Perot Museum of Nature & Science entertained all of their guests during the Grand 10th Anniversary event in November 2022 with science themed custom drone shows.
- In conjunction with the Museum we reserved Reunion Tower lawn and flew 2 different shows all themed for the 10 year anniversary; animations included dinosaurs, planets, science lab equipment amongst many other custom animations.

FLYLIGHT
DRONE SHOWS

Visuals

FLYLIGHT
DRONE SHOWS

Madri Gras Celebration

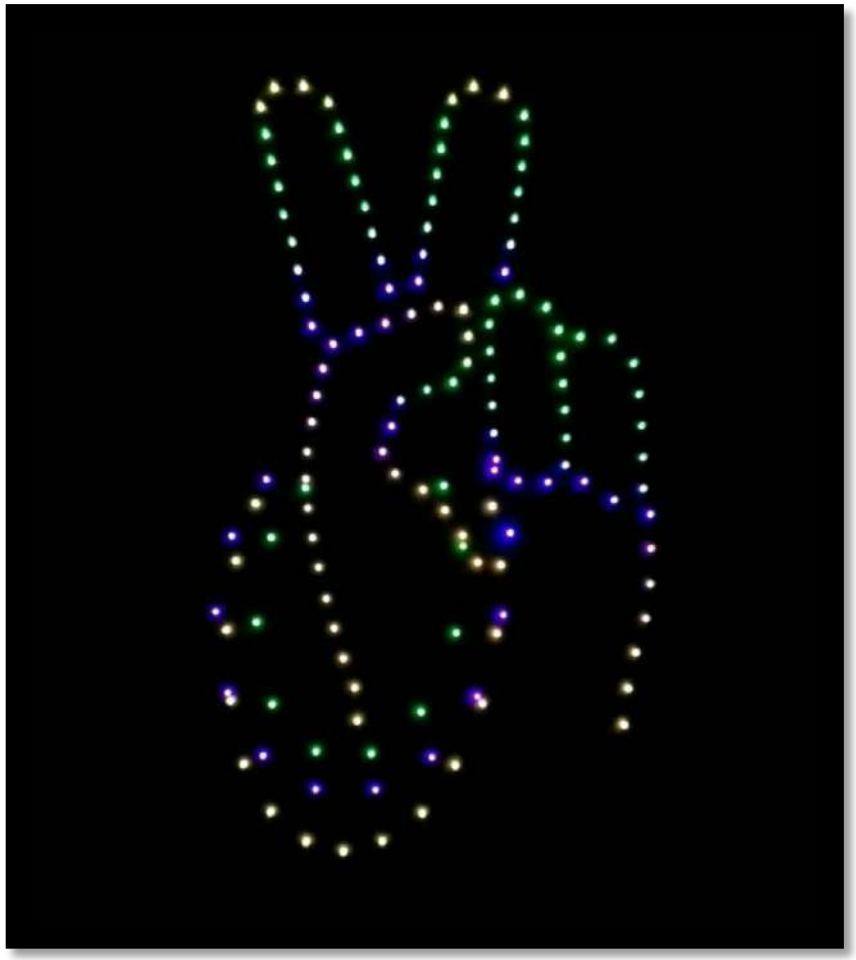
- FlyLight Drone Shows launched a fleet of 200 drones for Lake Front Little Elm’s Mardi Gras celebration

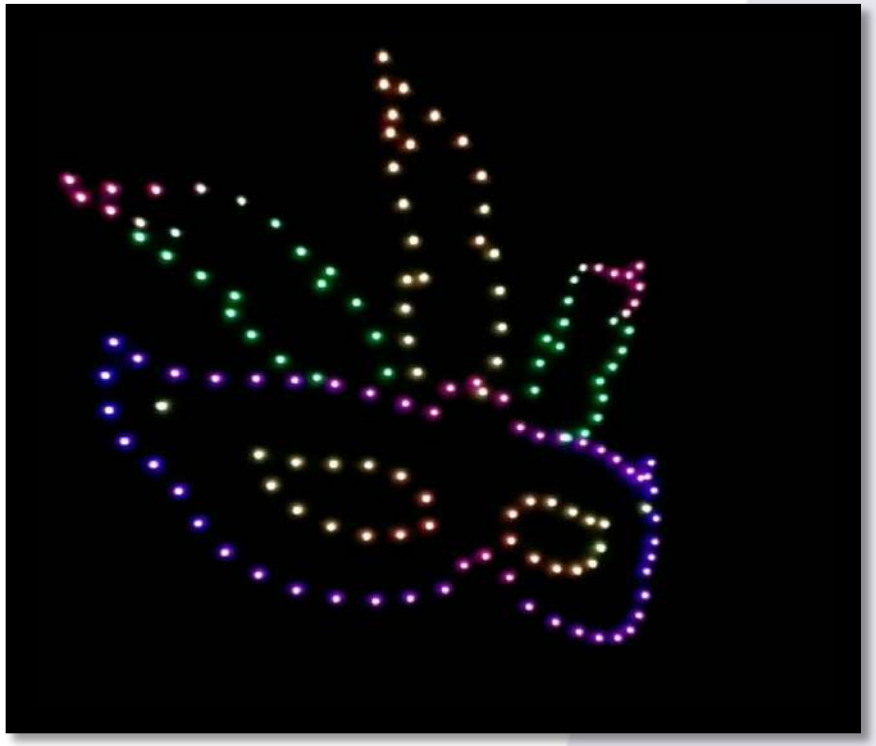
- The City of Little Elm has partnered with FlyLight Drone shows on many occasions to bring their community together to celebrate. This has included a Halloween themed show, 6 different Christmas themed shows, a Mardi Gras themed show, and most recently a custom “ Brew and Que” barbeque town celebration.

- This show has been a favorite for our team and for the City of Little Elm alike. It flew for 12 minutes, and displayed 15 one-of-a-kind animations; including hot air balloons to jazz musicians, crawdads to frozen daiquiris.

FLYLIGHT
DRONE SHOWS

Visuals





FLYLIGHT
DRONE SHOWS

Concept

FLYLIGHT
DRONE SHOWS

City of Saginaw Drone Show

- FlyLight Drone Shows will launch a fleet of 150 drones to create a spectacular custom drone show.
- Drone Light Show will include a variety of festive holiday themed animations; highlighting and celebrating the event to be choreographed with a custom music soundtrack.
- The drone light show will entertain for 12 minutes, and will include up to 14 custom visually stunning animations.
- December 2nd 2023.- Timing of show to be determined. Crew will arrive on site 5 hours prior to determined flight time to begin set-up and testing, upon conclusion of the show, tear-down will require approximately 3 hours.
- **Additional Videos: You Tube Videos**
- *Recommended location contingent on audience location.*

FLYLIGHT
DRONE SHOWS

Pricing

- 150 Count Drone Show
- Total cost $24,000

- All estimates are created custom for your story and will be turn-key for you. The cost per drone includes waivers, custom designs, render, pilot, crew, insurance, and all other expenses associated specifically with the drone light show.

- *3D show renders may be provided in advance of your show.*

FLYLIGHT
DRONE SHOWS

Contact Information

- Stephanie Allison

FlyLight Drones, LLC

steph@flylightdrones.com

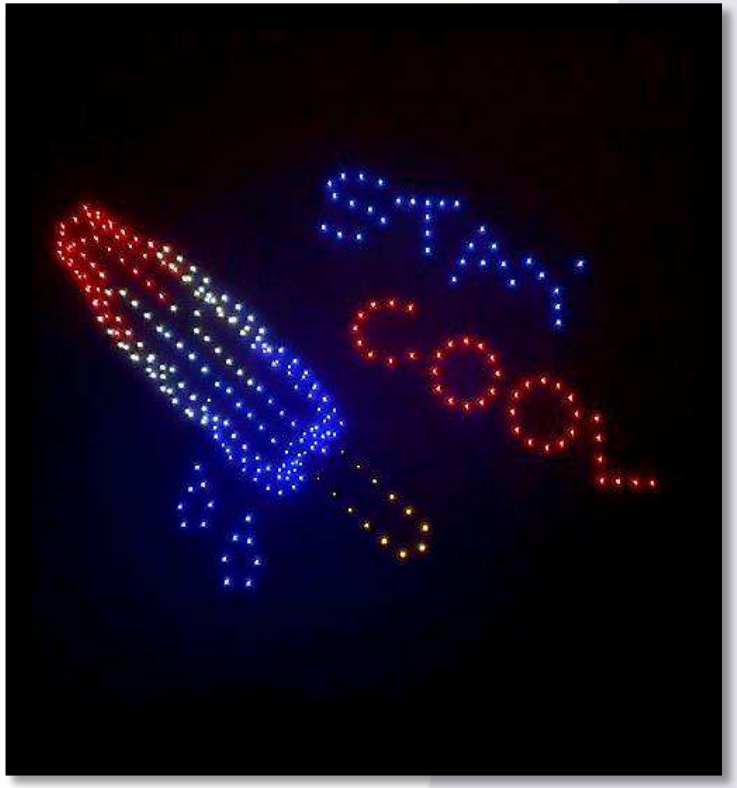
www.flylightdrones.com

1605 Crescent Circle, Ste 200

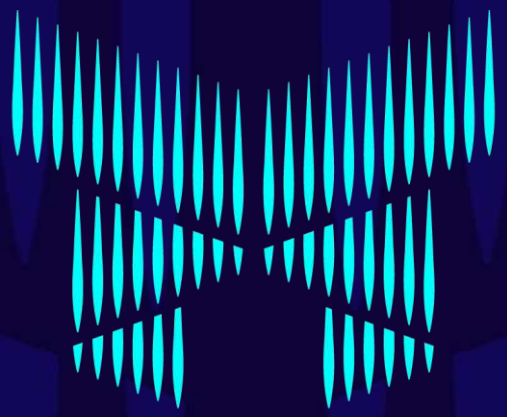
Carrollton Texas 75006

682-553-4716

Follow us on Instagram @flylightdrones



FLYLIGHT
DRONE SHOWS



FLYLIGHT

DRONE SHOWS

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding an Employee Retention Incentive--Doug Spears, Fire Chief & Kim Quin, Finance Director

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Business	Item: G

Reference File

BACKGROUND/DISCUSSION:

During budget discussions the City Council expressed an interest in granting one-time payments to City employees. The intention of the proposed retention incentive plan is to provide a meaningful impact to lower wage earners while recognizing all employees. The plan calculates the one-time payments based on salary ranges with the lowest salary ranges receiving the highest retention incentive. Full time employees will receive a one-time payment equal to 12.38% to 0.35% ($4,955 to $758) of their budgeted salary and part time employees will receive $2,000. All payments will be subject to payroll taxes, TMRS, and federal withholding deductions. The retention incentive will be paid to employees with one or more years of service in October. Employees with less than one year of service will be paid 50% at 6 months and 50% at one year of employment. All incentives will be paid in Fiscal Year 2023/2024.

The proposed retention incentive plan is supported by all Department Heads, the Assistant City Manager, and the City Manager.

FINANCIAL IMPACT:

The estimated cost of the retention incentive payments is $502,153 with $428,463 coming from the General Fund balance and $73,690 from the Enterprise Fund balance.

RECOMMENDATION:

Staff recommends approval of the one-time retention incentive payments for Fiscal Year 2023/2024.

Attachments

Employee Appreciation Recommendation abv.pdf

CITY OF SAGINAW
EMPLOYEE RETENTION INCENTIVE

Full/Part	Est. 23/24 Salary	Group %	Group Allocation	Position Incentive	Incentive Amt	Incentive Rnd	Adjustment	Proposed Incentive	Incent %	SS	TMRS	Total Cost
F	40,040.00	10%	$ 4,004.00	$ 4,954.50	$ 4,954.50	$ 4,955		$ 4,955	12.38%			
F	40,040.00		$ 4,004.00	$ 4,959.30	$ 4,954.50	$ 4,955		$ 4,955	12.38%			
F	41,241.00		$ 4,124.10	$ 4,959.30	$ 4,959.30	$ 4,959		$ 4,959	12.02%			
F	41,241.00		$ 4,124.10	$ 4,959.30	$ 4,959.30	$ 4,959		$ 4,959	12.02%			
F	41,241.00		$ 4,124.10	$ 4,864.80	$ 4,959.30	$ 4,959		$ 4,959	12.02%			
F	41,241.00		$ 4,124.10	$ 4,674.60	$ 4,959.30	$ 4,959		$ 4,959	12.02%			
F	41,593.00		$ 4,159.30	$ 4,585.50	$ 4,864.80	$ 4,865		$ 4,865	11.70%			
F	42,400.00		$ 4,240.00	$ 4,538.40	$ 4,674.60	$ 4,675		$ 4,675	11.03%			
F	42,400.00		$ 4,240.00	$ 4,498.20	$ 4,674.60	$ 4,675		$ 4,675	11.03%			
F	42,478.00		$ 4,247.80	$ 4,498.20	$ 4,585.50	$ 4,586		$ 4,586	10.80%			
F	42,478.00		$ 4,247.80	$ 4,460.20	$ 4,585.50	$ 4,586		$ 4,586	10.80%			
F	42,478.00		$ 4,247.80	$ 4,375.60	$ 4,585.50	$ 4,586		$ 4,586	10.80%			
F	42,478.00		$ 4,247.80	$ 4,367.20	$ 4,585.50	$ 4,586		$ 4,586	10.80%			
F	43,672.00		$ 4,367.20	$ 4,367.20	$ 4,538.40	$ 4,538		$ 4,538	10.39%			
F	43,672.00		$ 4,367.20	$ 4,367.20	$ 4,538.40	$ 4,538		$ 4,538	10.39%			
F	43,672.00		$ 4,367.20	$ 4,367.20	$ 4,538.40	$ 4,538		$ 4,538	10.39%			
F	43,672.00		$ 4,367.20	$ 4,247.80	$ 4,538.40	$ 4,538		$ 4,538	10.39%			
F	43,756.00		$ 4,375.60	$ 4,247.80	$ 4,498.20	$ 4,498		$ 4,498	10.28%			
F	44,602.00		$ 4,460.20	$ 4,247.80	$ 4,460.20	$ 4,460		$ 4,460	10.00%			
F	44,982.00		$ 4,498.20	$ 4,247.80	$ 4,375.60	$ 4,376		$ 4,376	9.73%			
F	44,982.00		$ 4,498.20	$ 4,240.00	$ 4,375.60	$ 4,376		$ 4,376	9.73%			
F	45,384.00		$ 4,538.40	$ 4,240.00	$ 4,367.20	$ 4,367		$ 4,367	9.62%			
F	45,855.00		$ 4,585.50	$ 4,159.30	$ 4,247.80	$ 4,248		$ 4,248	9.26%			
F	46,746.00		$ 4,674.60	$ 4,124.10	$ 4,240.00	$ 4,240		$ 4,240	9.07%			
F	48,648.00		$ 4,864.80	$ 4,124.10	$ 4,159.30	$ 4,159		$ 4,159	8.55%			
F	49,593.00		$ 4,959.30	$ 4,124.10	$ 4,124.10	$ 4,124		$ 4,124	8.32%			
F	49,593.00		$ 4,959.30	$ 4,124.10	$ 4,124.10	$ 4,124		$ 4,124	8.32%			
F	49,593.00		$ 4,959.30	$ 4,004.00	$ 4,124.10	$ 4,124		$ 4,124	8.32%			
F	49,545.00		$ 4,954.50	$ 4,004.00	$ 4,004.00	$ 4,004		$ 4,004	8.08%			
			$ 127,931.60	$ 127,931.60	$ 131,556.00	$ 131,557		$ 131,557		$ 10,064	$ 27,933	$ 169,555
F	50,556.00	6%	$ 3,033.36	$ 3,584.82	$ 3,584.82	$ 3,585		$ 3,585	7.09%			
F	50,556.00		$ 3,033.36	$ 3,480.36	$ 3,584.82	$ 3,585		$ 3,585	7.09%			
F	51,538.00		$ 3,092.28	$ 3,480.36	$ 3,480.36	$ 3,480		$ 3,480	6.75%			
F	51,746.00		$ 3,104.76	$ 3,475.38	$ 3,475.38	$ 3,475		$ 3,475	6.72%			
F	52,107.00		$ 3,126.42	$ 3,347.16	$ 3,347.16	$ 3,347		$ 3,347	6.42%			
F	52,107.00		$ 3,126.42	$ 3,344.22	$ 3,347.16	$ 3,347		$ 3,347	6.42%			
F	52,107.00		$ 3,126.42	$ 3,344.22	$ 3,347.16	$ 3,347		$ 3,347	6.42%			
F	53,084.00		$ 3,185.04	$ 3,309.84	$ 3,344.22	$ 3,344		$ 3,344	6.30%			
F	53,635.00		$ 3,218.10	$ 3,280.56	$ 3,309.84	$ 3,310		$ 3,310	6.17%			
F	54,676.00		$ 3,280.56	$ 3,218.10	$ 3,280.56	$ 3,281		$ 3,281	6.00%			
F	55,164.00		$ 3,309.84	$ 3,185.04	$ 3,218.10	$ 3,218		$ 3,218	5.83%			
F	55,737.00		$ 3,344.22	$ 3,126.42	$ 3,185.04	$ 3,185		$ 3,185	5.71%			
F	55,737.00		$ 3,344.22	$ 3,126.42	$ 3,185.04	$ 3,185		$ 3,185	5.71%			
F	55,786.00		$ 3,347.16	$ 3,126.42	$ 3,126.42	$ 3,126		$ 3,126	5.60%			
F	57,923.00		$ 3,475.38	$ 3,104.76	$ 3,104.76	$ 3,105		$ 3,105	5.36%			
F	58,006.00		$ 3,480.36	$ 3,092.28	$ 3,092.28	$ 3,092		$ 3,092	5.33%			
F	58,006.00		$ 3,480.36	$ 3,033.36	$ 3,092.28	$ 3,092		$ 3,092	5.33%			
F	59,747.00		$ 3,584.82	$ 3,033.36	$ 3,033.36	$ 3,033		$ 3,033	5.08%			
			$ 58,693.08	$ 58,693.08	$ 59,138.76	$ 59,137		$ 59,137		$ 4,524	$ 12,557	$ 76,218
F	60,366.00	4%	$ 2,414.64	$ 2,791.28	$ 2,791.28	$ 2,791		$ 2,791	4.62%			
F	60,820.00		$ 2,432.80	$ 2,791.28	$ 2,713.24	$ 2,713		$ 2,713	4.46%			
F	60,820.00		$ 2,432.80	$ 2,791.28	$ 2,713.24	$ 2,713		$ 2,713	4.46%			
F	61,539.00		$ 2,461.56	$ 2,713.24	$ 2,709.96	$ 2,710		$ 2,710	4.40%			
F	61,539.00		$ 2,461.56	$ 2,709.96	$ 2,709.96	$ 2,710		$ 2,710	4.40%			
F	61,539.00		$ 2,461.56	$ 2,709.96	$ 2,709.96	$ 2,710		$ 2,710	4.40%			
F	62,298.00		$ 2,491.92	$ 2,709.96	$ 2,658.40	$ 2,658		$ 2,658	4.27%			
F	62,472.00		$ 2,498.88	$ 2,709.96	$ 2,649.80	$ 2,650		$ 2,650	4.24%			
F	63,951.00		$ 2,558.04	$ 2,658.40	$ 2,631.04	$ 2,631		$ 2,631	4.11%			
F	63,951.00		$ 2,558.04	$ 2,649.80	$ 2,631.04	$ 2,631		$ 2,631	4.11%			
F	63,951.00		$ 2,558.04	$ 2,631.04	$ 2,631.04	$ 2,631		$ 2,631	4.11%			
F	64,524.00		$ 2,580.96	$ 2,631.04	$ 2,580.96	$ 2,581		$ 2,581	4.00%			
F	65,775.00		$ 2,631.00	$ 2,631.04	$ 2,558.04	$ 2,558		$ 2,558	3.89%			
F	65,776.00		$ 2,631.04	$ 2,631.04	$ 2,558.04	$ 2,558		$ 2,558	3.89%			
F	65,776.00		$ 2,631.04	$ 2,631.00	$ 2,558.04	$ 2,558		$ 2,558	3.89%			
F	65,776.00		$ 2,631.04	$ 2,580.96	$ 2,558.04	$ 2,558		$ 2,558	3.89%			
F	65,776.00		$ 2,631.04	$ 2,558.04	$ 2,558.04	$ 2,558		$ 2,558	3.89%			
F	66,245.00		$ 2,649.80	$ 2,558.04	$ 2,498.88	$ 2,499		$ 2,499	3.77%			
F	66,460.00		$ 2,658.40	$ 2,558.04	$ 2,491.92	$ 2,492		$ 2,492	3.75%			
F	67,749.00		$ 2,709.96	$ 2,498.88	$ 2,461.56	$ 2,462		$ 2,462	3.63%			
F	67,749.00		$ 2,709.96	$ 2,491.92	$ 2,461.56	$ 2,462		$ 2,462	3.63%			
F	67,749.00		$ 2,709.96	$ 2,461.56	$ 2,461.56	$ 2,462		$ 2,462	3.63%			
F	67,749.00		$ 2,709.96	$ 2,461.56	$ 2,461.56	$ 2,462		$ 2,462	3.63%			
F	67,831.00		$ 2,713.24	$ 2,461.56	$ 2,432.80	$ 2,433		$ 2,433	3.59%			
F	69,782.00		$ 2,791.28	$ 2,432.80	$ 2,432.80	$ 2,433		$ 2,433	3.49%			
F	69,782.00		$ 2,791.28	$ 2,432.80	$ 2,432.80	$ 2,433		$ 2,433	3.49%			
F	69,782.00		$ 2,791.28	$ 2,414.64	$ 2,432.80	$ 2,433		$ 2,433	3.49%			
			$ 70,301.08	$ 70,301.08	$ 69,488.36	$ 69,490		$ 69,490		$ 5,316	$ 14,755	$ 89,561

CITY OF SAGINAW
EMPLOYEE RETENTION INCENTIVE

Full/Part	Est. 23/24 Salary	Group %	Group Allocation	Position Incentive	Incentive Amt	Incentive Rnd	Adjustment	Proposed Incentive	Incent %	SS	TMRS	Total Cost
F	70,507.00	2.50%	$ 1,762.68	$ 1,981.05	$ 1,981.05	$ 1,981		$ 1,981	2.81%			
F	71,875.00		$ 1,796.88	$ 1,981.05	$ 1,963.50	$ 1,964		$ 1,964	2.73%			
F	71,875.00		$ 1,796.88	$ 1,981.05	$ 1,963.50	$ 1,964		$ 1,964	2.73%			
F	71,875.00		$ 1,796.88	$ 1,981.05	$ 1,963.50	$ 1,964		$ 1,964	2.73%			
F	74,031.00		$ 1,850.78	$ 1,981.05	$ 1,923.35	$ 1,923		$ 1,923	2.60%			
F	74,031.00		$ 1,850.78	$ 1,981.05	$ 1,923.35	$ 1,923		$ 1,923	2.60%			
F	74,031.00		$ 1,850.78	$ 1,963.50	$ 1,923.35	$ 1,923		$ 1,923	2.60%			
F	74,693.00		$ 1,867.33	$ 1,923.35	$ 1,906.30	$ 1,906		$ 1,906	2.55%			
F	74,693.00		$ 1,867.33	$ 1,906.30	$ 1,906.30	$ 1,906		$ 1,906	2.55%			
F	75,118.00		$ 1,877.95	$ 1,906.30	$ 1,903.63	$ 1,904		$ 1,904	2.53%			
F	76,145.00		$ 1,903.63	$ 1,906.30	$ 1,877.95	$ 1,878		$ 1,878	2.47%			
F	76,252.00		$ 1,906.30	$ 1,906.30	$ 1,867.33	$ 1,867		$ 1,867	2.45%			
F	76,252.00		$ 1,906.30	$ 1,906.30	$ 1,867.33	$ 1,867		$ 1,867	2.45%			
F	76,252.00		$ 1,906.30	$ 1,906.30	$ 1,867.33	$ 1,867		$ 1,867	2.45%			
F	76,252.00		$ 1,906.30	$ 1,906.30	$ 1,867.33	$ 1,867		$ 1,867	2.45%			
F	76,252.00		$ 1,906.30	$ 1,903.63	$ 1,867.33	$ 1,867		$ 1,867	2.45%			
F	76,252.00		$ 1,906.30	$ 1,877.95	$ 1,867.33	$ 1,867		$ 1,867	2.45%			
F	76,252.00		$ 1,906.30	$ 1,867.33	$ 1,867.33	$ 1,867		$ 1,867	2.45%			
F	76,934.00		$ 1,923.35	$ 1,867.33	$ 1,850.78	$ 1,851		$ 1,851	2.41%			
F	78,540.00		$ 1,963.50	$ 1,850.78	$ 1,796.88	$ 1,797		$ 1,797	2.29%			
F	79,242.00		$ 1,981.05	$ 1,850.78	$ 1,762.68	$ 1,763		$ 1,763	2.22%			
F	79,242.00		$ 1,981.05	$ 1,850.78	$ 1,762.68	$ 1,763		$ 1,763	2.22%			
F	79,242.00		$ 1,981.05	$ 1,796.88	$ 1,762.68	$ 1,763		$ 1,763	2.22%			
F	79,242.00		$ 1,981.05	$ 1,796.88	$ 1,762.68	$ 1,763		$ 1,763	2.22%			
F	79,242.00		$ 1,981.05	$ 1,796.88	$ 1,762.68	$ 1,763		$ 1,763	2.22%			
F	79,242.00		$ 1,981.05	$ 1,762.68	$ 1,762.68	$ 1,763		$ 1,763	2.22%			
			$ 49,339.10	$ 49,339.10	$ 48,530.75	$ 48,531		$ 48,531		$ 3,713	$ 10,305	$ 62,548
F	80,896.00	1.50%	$ 1,213.44	$ 1,417.29	$ 1,417.29	$ 1,417		$ 1,417	1.75%			
F	80,896.00		$ 1,213.44	$ 1,417.29	$ 1,417.29	$ 1,417		$ 1,417	1.75%			
F	80,896.00		$ 1,213.44	$ 1,417.29	$ 1,417.29	$ 1,417		$ 1,417	1.75%			
F	81,504.00		$ 1,222.56	$ 1,417.29	$ 1,361.85	$ 1,362		$ 1,362	1.67%			
F	84,068.00		$ 1,261.02	$ 1,361.85	$ 1,335.93	$ 1,336		$ 1,336	1.59%			
F	86,468.00		$ 1,297.02	$ 1,335.93	$ 1,298.85	$ 1,299		$ 1,299	1.50%			
F	86,468.00		$ 1,297.02	$ 1,335.93	$ 1,298.85	$ 1,299		$ 1,299	1.50%			
F	86,468.00		$ 1,297.02	$ 1,335.93	$ 1,298.85	$ 1,299		$ 1,299	1.50%			
F	86,468.00		$ 1,297.02	$ 1,335.93	$ 1,298.85	$ 1,299		$ 1,299	1.50%			
F	86,590.00		$ 1,298.85	$ 1,335.93	$ 1,297.02	$ 1,297		$ 1,297	1.50%			
F	89,062.00		$ 1,335.93	$ 1,298.85	$ 1,261.02	$ 1,261		$ 1,261	1.42%			
F	89,062.00		$ 1,335.93	$ 1,297.02	$ 1,261.02	$ 1,261		$ 1,261	1.42%			
F	89,062.00		$ 1,335.93	$ 1,297.02	$ 1,261.02	$ 1,261		$ 1,261	1.42%			
F	89,062.00		$ 1,335.93	$ 1,297.02	$ 1,261.02	$ 1,261		$ 1,261	1.42%			
F	89,062.00		$ 1,335.93	$ 1,297.02	$ 1,261.02	$ 1,261		$ 1,261	1.42%			
F	90,790.00		$ 1,361.85	$ 1,261.02	$ 1,222.56	$ 1,223		$ 1,223	1.35%			
F	94,486.00		$ 1,417.29	$ 1,222.56	$ 1,213.44	$ 1,213		$ 1,213	1.28%			
F	94,486.00		$ 1,417.29	$ 1,213.44	$ 1,213.44	$ 1,213		$ 1,213	1.28%			
F	94,486.00		$ 1,417.29	$ 1,213.44	$ 1,213.44	$ 1,213		$ 1,213	1.28%			
F	94,486.00		$ 1,417.29	$ 1,213.44	$ 1,213.44	$ 1,213		$ 1,213	1.28%			
			$ 26,321.49	$ 26,321.49	$ 25,823.49	$ 25,822		$ 25,822		$ 1,975	$ 5,483	$ 33,280
F	100,155.00	1%	$ 1,001.55	$ 1,442.97	$ 1,442.97	$ 1,443	$ (240)	$ 1,203	1.20%			
F	100,240.00		$ 1,002.40	$ 1,266.18	$ 1,266.18	$ 1,266	$ (70)	$ 1,196	1.19%			
F	100,240.00		$ 1,002.40	$ 1,266.18	$ 1,266.18	$ 1,266	$ (70)	$ 1,196	1.19%			
F	101,025.00		$ 1,010.25	$ 1,266.18	$ 1,231.06	$ 1,231	$ (40)	$ 1,191	1.18%			
F	102,185.00		$ 1,021.85	$ 1,231.06	$ 1,182.94	$ 1,183		$ 1,183	1.16%			
F	102,185.00		$ 1,021.85	$ 1,182.94	$ 1,182.94	$ 1,183		$ 1,183	1.16%			
F	102,185.00		$ 1,021.85	$ 1,115.03	$ 1,182.94	$ 1,183		$ 1,183	1.16%			
F	102,185.00		$ 1,021.85	$ 1,052.52	$ 1,182.94	$ 1,183		$ 1,183	1.16%			
F	103,934.00		$ 1,039.34	$ 1,052.52	$ 1,115.03	$ 1,115		$ 1,115	1.07%			
F	105,102.00		$ 1,051.02	$ 1,051.02	$ 1,052.52	$ 1,053		$ 1,053	1.00%			
F	105,252.00		$ 1,052.52	$ 1,039.34	$ 1,051.02	$ 1,051		$ 1,051	1.00%			
F	105,252.00		$ 1,052.52	$ 1,021.85	$ 1,051.02	$ 1,051		$ 1,051	1.00%			
F	111,503.00		$ 1,115.03	$ 1,021.85	$ 1,039.34	$ 1,039		$ 1,039	0.93%			
F	118,294.00		$ 1,182.94	$ 1,021.85	$ 1,021.85	$ 1,022		$ 1,022	0.86%			
F	123,106.00		$ 1,231.06	$ 1,021.85	$ 1,010.25	$ 1,010		$ 1,010	0.82%			
F	126,618.00		$ 1,266.18	$ 1,010.25	$ 1,002.40	$ 1,002		$ 1,002	0.79%			
F	126,618.00		$ 1,266.18	$ 1,002.40	$ 1,002.40	$ 1,002		$ 1,002	0.79%			
F	126,618.00		$ 1,266.18	$ 1,002.40	$ 1,002.40	$ 1,002		$ 1,002	0.79%			
F	144,297.00		$ 1,442.97	$ 1,001.55	$ 1,001.55	$ 1,002		$ 1,002	0.69%			
			$ 21,069.94	$ 21,069.94	$ 21,287.93	$ 21,287		$ 20,867		$ 1,596	$ 4,431	$ 26,894
F	151,539.00	.5%	$ 757.70	$ 1,092.73	$ 1,092.73	$ 1,093	$ (100)	$ 993	0.66%			
F	152,544.00		$ 762.72	$ 900.08	$ 900.08	$ 900		$ 900	0.59%			
F	160,170.00		$ 800.85	$ 800.85	$ 800.85	$ 801		$ 801	0.50%			
F	180,016.00		$ 900.08	$ 762.72	$ 762.72	$ 763		$ 763	0.42%			
F	218,545.00		$ 1,092.73	$ 757.70	$ 757.70	$ 758		$ 758	0.35%			
			$ 4,314.07	$ 4,314.07	$ 4,314.07	$ 4,315		$ 4,215		$ 322	$ 895	$ 5,432

CITY OF SAGINAW
EMPLOYEE RETENTION INCENTIVE

Full/Part	Est. 23/24 Salary	Group %	Group Allocation	Position Incentive	Incentive Amt	Incentive Rnd	Adjustment	Proposed Incentive	Incent %	SS	TMRS	Total Cost
P	15.00				$ 2,000.00	$ 2,000		$ 2,000				
P	20.79				$ 2,000.00	$ 2,000		$ 2,000				
P	15.00				$ 2,000.00	$ 2,000		$ 2,000				
P	15.00				$ 2,000.00	$ 2,000		$ 2,000				
P	15.00				$ 2,000.00	$ 2,000		$ 2,000				
P	15.00				$ 2,000.00	$ 2,000		$ 2,000				
P	18.00				$ 2,000.00	$ 2,000		$ 2,000				
P	15.00				$ 2,000.00	$ 2,000		$ 2,000				
P	15.00				$ 2,000.00	$ 2,000		$ 2,000				
P	15.00				$ 2,000.00	$ 2,000		$ 2,000				
P	15.00				$ 2,000.00	$ 2,000		$ 2,000				
P	57.78				$ 2,000.00	$ 2,000		$ 2,000				
P	15.00				$ 2,000.00	$ 2,000		$ 2,000				
P	15.00				$ 2,000.00	$ 2,000		$ 2,000				
P	15.00				$ 2,000.00	$ 2,000		$ 2,000				
					$ 30,000.00	$ 30,000		$ 30,000		$ 2,295	$ 6,370	$ 38,665
						TOTAL ESTIMATED COST		**$ 389,619**		**$ 29,805.85**	**$ 82,727.80**	**$ 502,152.66**

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding Employee Incentive Program--Melanie McManus, Director of Human Resources

Meeting	Agenda Group	
Tuesday, September 5, 2023, 6:00 PM	Business	Item: H

Reference File

BACKGROUND/DISCUSSION:

An employee incentive program has been suggested. A draft policy is included in the attachments. Also included is a copy of a former City of Saginaw Employee Incentive Program-Cost Savings Suggestions/Safety Suggestions. That program was approved by the City Council in 1992.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

Attachments

employee suggestion program.pdf

Employee Cost Saving-Safety Suggestion Program--1992.pdf

EMPLOYEE SUGGESTION PROGRAM

All City of Saginaw employees are empowered to improve the way we do business and be recognized for their efforts to reduce cost, increase revenue and improve service to the citizens of the City of Saginaw. Every employee is urged to submit suggestions that will have a positive impact on our organization. No idea is too small and ideas may impact single departments, multiple departments or citywide.

Employee Eligibility (establish the employees who will be eligible to participate)

All employees of the City of Saginaw, both full and part time, are eligible to participate and receive cash awards if the suggestion is implemented except for the following:

- Members of City Council and appointed advisory boards
- Department Heads, Assistant City Manager, City Manager

Two or more employees may submit an idea as a team. The award will be divided equally among the team members.

Suggestion Eligibility

An eligible suggestion will need to be submitted using the Employee Suggestion form and be submitted to the Employee Suggestion Program. The idea will need to clearly outline how the suggestion will improve job performance and/or provide a cost savings. Successful suggestions will include adequate detail, data, as well as pictures/sketches if needed.

Types of suggestions that are eligible will:

- Improve service to our citizens
- Save time, materials or cost
- Improve a procedure
- Improve safety conditions for the employees
- Improve tools and/or equipment
- Eliminate unnecessary processes
- Simplify, reduce or eliminate reports and forms

Ineligible Suggestions

- Call attention to a problem but offer no solution.
- Normal maintenance unless it solves a maintenance problem.
- Salary adjustments or job reclassifications
- Suggestions that are within the scope of the employee's job responsibilities
- Recommendation to use or purchase a specific product or brand
- Duplication of a previously submitted suggestion
- Can be implemented without consulting a higher authority

Determination of Cash Awards (set the amounts the program will pay to the employees)

Awards for suggestions with verifiable monetary value will be 10% of the first year's net saving or net increase in revenue up to a maximum of $5000. The total cost to implement a suggestion is subtracted from the gross savings to determine net savings. Savings and revenues will be verified by the Finance Director. Awards will range from $25 to a maximum of $5000 for documented net savings. Award amounts will be recommended by the Finance Director to the City Manager, whose decision will be final. Awards for suggestions that are of intangible value are determined according to their impact on City operations and can range from $25 to a maximum of $1500.

EMPLOYEE SUGGESTION PROGRAM

If more space is needed than provided on this form, attach additional sheets as needed to clearly detail your suggestion.

Employee Name *	
Department	
Job Title	
Email	
Phone	

* If this is a team effort list all members of the team on the form.

State the problem, concern or issue that is being addressed:

_____
_____
_____
_____

Describe your proposed solution: Attach examples, photos, data as needed to explain.

_____
_____
_____
_____
_____
_____
_____
_____

Benefits from your suggestion: An eligible suggestion should generate costs savings, revenue enhancements or process improvements that positively impact City operations and services to the citizens.

Monetary Savings	Citizen Service Improvement	Process Improvement
Revenue Enhancement	Time Savings	Other:

_____

Employee(s) Signature

Please submit to your department head for review. Additional information may be requested.

_____

Department Head Signature

CITY OF SAGINAW

EMPLOYEE INCENTIVE PROGRAM

COST SAVING SUGGESTIONS/ SAFETY SUGGESTIONS

SAGINAW EMPLOYEE INCENTIVE PROGRAM
COST SAVINGS SUGGESTIONS/SAFETY SUGGESTIONS MANUAL

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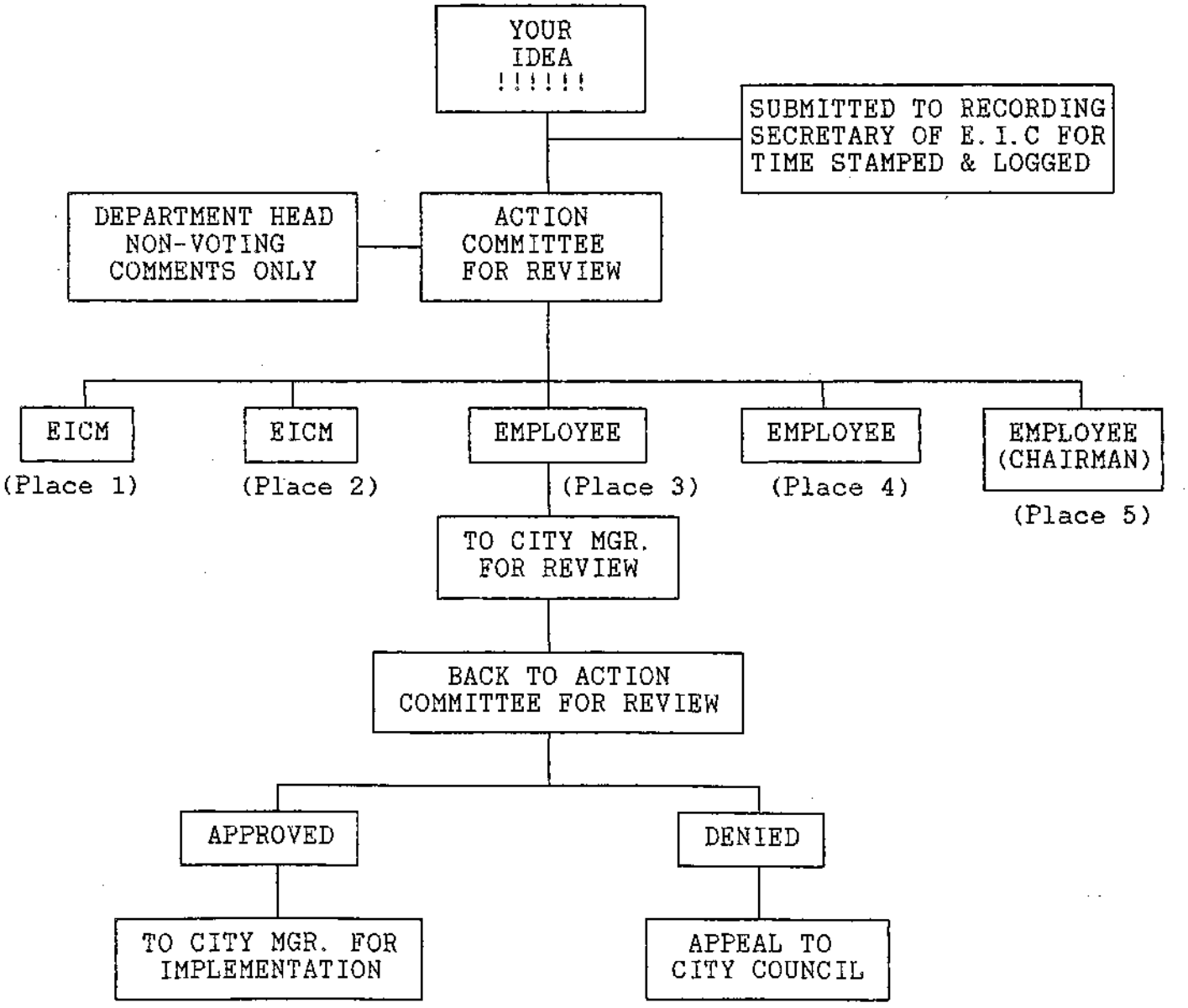
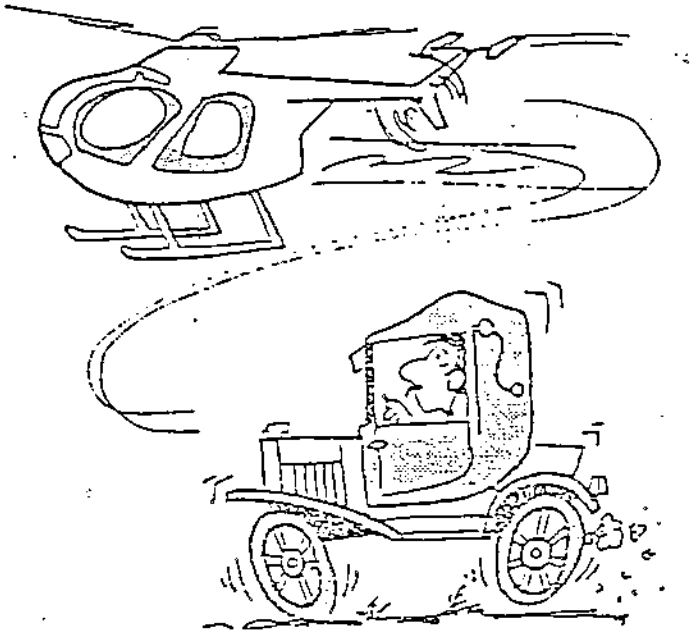
CITY OF SAGINAW

COST SAVINGS SUGGESTIONS/SAFETY SUGGESTIONS

FLOW CHART





BE WILLING TO CHANGE

We're all human. Whether we are consciously aware of it or not, most of us don't want the change represented in new ideas. In fact, we resist change. If we overcome these tendencies in ourselves and courageously challenge them in others we will achieve the goals of the Suggestion Program.

SAGINAW EMPLOYEE INCENTIVE PROGRAM
COST SAVING SUGGESTIONS/SAFETY SUGGESTIONS

SECTION I: PURPOSE

The purpose of this program is to establish a mechanism for facilitating innovative ideas from City of Saginaw employees and to provide a method for rewarding and recognizing suggesters.

SECTION II: POLICY

It is the City's policy to encourage employee involvement in the improvement of public service, worker safety, enhanced productivity and reduced costs through the establishment of this program.

SECTION III: AUTHORITY

Administered by the City Manager and the designated Action Committee Chairperson.

SECTION IV: DEFINITION OF SUGGESTION

A. An introduction of something new or an improvement to an existing procedure; an idea or opportunity which benefits the City of Saginaw and its citizens.

B. The suggestion must involve a productivity improvement, a new or improved idea or project, an experimental system, or a service.

C. All original, practical, and constructive ideas which benefit the City by reducing costs, generating revenue, increasing efficiency, improving services, enhancing productivity, improving working conditions, or enhancing employee safety will be considered.

SECTION V: ACTION COMMITTEE

A. The Action Committee is responsible for accepting, evaluating, and formulating recommendations for employee suggestions, and when appropriate, determining awards as set forth in Exhibit A.

B. The Action Committee shall have five members, Places 1 through 5, composed of City employees. The Action Committee shall consist of two members from the Employee Incentive Program Committee and three full or part-time employees. Places 2 and 4 shall be filled by members of the EIP Committee and Places 1, 3 and 5 shall be filled by full or part-time employees. Three members shall constitute a quorum.

C. Members shall serve on a rotating basis for a period of two years, except for the first year of implementation, Places 2 and 4 shall

serve only one year terms. Even numbered places will expire in even numbered years and odd numbered places will expire in odd numbered years.

D. In the event there is a vacant position on the Action Committee, the Employee Incentive Committee shall appoint a replacement to fill the unexpired term.

E. If a member of the Action Committee submits a suggestion for the Action Committee's consideration, then that member will be a nonparticipating member when his/her suggestion is evaluated.

SECTION VI: SUGGESTER

A City of Saginaw full time or part-time employee who has been employed for at least six months, or a retiree who presents a suggestion/idea which falls under the parameters of the Procedure. The City Manager shall not be eligible to submit suggestions. Department Heads, Supervisors, and any other employees who are directly involved in formulating the budget for their department shall only be eligible to submit suggestions in departments other than their own. See Exhibit B for a complete listing of Department Heads, Supervisors, and those exempt from making suggestions in their own departments.

SECTION VII: COMMITTEE ELIGIBILITY/APPOINTMENT

A. Full and part-time employees of the City of Saginaw employed at least six months prior to appointment, and whose positions are not that of a Department Head are eligible to serve on the Action Committee.

B. All interested employees may volunteer for the rotating Action Committee by sending name, department and telephone number to the Employee Incentive Program Committee. Members will be chosen at random by the Employee Incentive Program Committee.

C. Appointment to the Action Committee is on a volunteer basis as selected by the Employee Incentive Program Committee.

SECTION VIII: ACTION COMMITTEE RESPONSIBILITIES

The Action Committee shall follow a standard operation procedure (See Section X); receive all suggestions; maintain a log of all suggestions; collect relevant information concerning impact on departments/evaluate suggestions; keep suggesters advised of progress; discuss suggestion with appropriate Department Head or Supervisor; administer the Award Program; generate all publicity (Employee News Bulletins, Brochures, Posters, etc.); recommend funding and/or seek approval of funds to cover implementation/maintenance costs of suggestion; generate appeal process to the City Council; prepare quarterly action reports to the Employee Incentive Program Committee on the suggestion evaluation process; and prepare annual report to City Manager and Council. All meetings of the Action Committee shall

be tape recorded. Tape recordings of the meetings shall be kept at City Hall for a period of no less than two years and no longer than five years, unless otherwise dictated by law.

SECTION IX: CRITERIA FOR SUGGESTIONS

Eligible Suggestions

A. A suggestion may be entirely new or may be a new application of an old idea which can be adapted for the City of Saginaw's benefit.

B. All suggestions must pertain to conditions over which the City has control and not to those regulated by political or private concerns and businesses.

C. Suggestions relating to any activity of the City of Saginaw may be submitted.

D. Suggestions are considered in the order in which they are received.

E. Suggestions may be submitted by a group of employees or by an individual employee.

F. Suggestions must be accompanied by relevant information concerning impact on the department or departments affected. It is the responsibility of the suggester to provide support documentation, facts and figures, and cost estimates for implementation.

Ineligible Suggestions

A. Submitted suggestions that are currently under consideration by the Action Committee, or have been under previous management consideration for the two years prior.

B. Suggestions that have been presented and discussed in the past and were not implemented due to lack of funds may not be resubmitted by a new suggester.

C. Suggestions which are basically duplicates of other previously submitted suggestions.

D. Suggestions which express personal grievances, deal with salary adjustments and job classifications.

E. Suggestions which only call attention to a problem, or only recommend studies, reviews, or surveys; but offer no solution.

F. Suggestions that are not accompanied by documentation, facts, figures, and support data.

SECTION X: PROCEDURE FOR SUGGESTION SUBMISSION

A. If the suggester requires support documentation on existing cost figures, that information may be obtained through the Accounts

Payable Clerk. All requests must be submitted in writing and must spell out specific information such as vendor name, dates, etc. Only information from the current and prior fiscal year will be provided. The Accounts Payable Clerk will respond to the request within five working days.

B. A suggestion is submitted to the Employee Incentive Program Committee Secretary. (See Exhibit C) The Secretary will time stamp the suggestion. Then the suggestion will be assigned a control number. The Secretary will send the suggester a letter stating that the suggestion has been received and is being processed. The Secretary will then send the suggestion to the Action Committee.

C. The Action Committee evaluates the suggestion and the information submitted with the suggestion concerning impact on departments. The Action Committee discusses the suggestion with the appropriate Department Head or Supervisor for additional input and consideration. (See Exhibits D, E, F, & G)

D. The Action Committee makes a recommendation on the suggestion and submits the suggestion along with their recommendation to the City Manager for review and comments as well as a recommendation of implementation or rejection. (See Exhibit H)

E. If recommended for implementation by the City Manager, the Action Committee then determines the award and recognition based upon Exhibit A.

F. If not approved for implementation by the City Manager, the Suggester may appeal the decision to the City Council.

G. If the suggestion requires "seed" money, approval must be obtained from the Action Committee and the City Manager.

H. If funds are not available to implement a suggestion the suggestion will be placed in an inactive file. Suggestions in the inactive file shall be reviewed by the Action Committee twice a year.

I. To receive compensation for an inactive suggestion that becomes active, the employee must be actively employed by the City, unless the employee retired after submission of the suggestion. If not actively employed by the City, the rights to the suggestion revert back to the City.

J. After a suggestion has been approved for implementation, the City Manager will meet with the appropriate Department Head regarding implementation of the suggestion. At this time the Department Head will be given a copy of the approved suggestion.

K. If at any time the suggester feels the suggestion is not being implemented properly, the suggester should meet with the Action Committee and the Action Committee will follow up with the appropriate action. At no time during the process should the

suggester go directly to the City Manager. All communication should be through the Action Committee.

L. A status report will be made quarterly by the Department Head to the City Manager and Action Committee until the suggestion is completely implemented and the award is paid in full to the suggester. (See Exhibit J)

SECTION XI: CITY LIABILITY

The City reserves the right to terminate the Employee Suggestion Program (ESP) or to modify its terms and conditions at any time without prior notice.

The City has the sole, exclusive right to determine which suggestions will and which will not be implemented.

The City has the sole and exclusive right to establish the award policy and structure of the plan, to establish minimum and maximum awards and to determine the amount of the awards paid.

All decisions made by the ESP Action Committee regarding the eligibility of a suggestion, the amount of an award or the disposition of an appeal are final.

The City will not pay interest on an award, or any portion thereof, when payment is delayed for any reason.

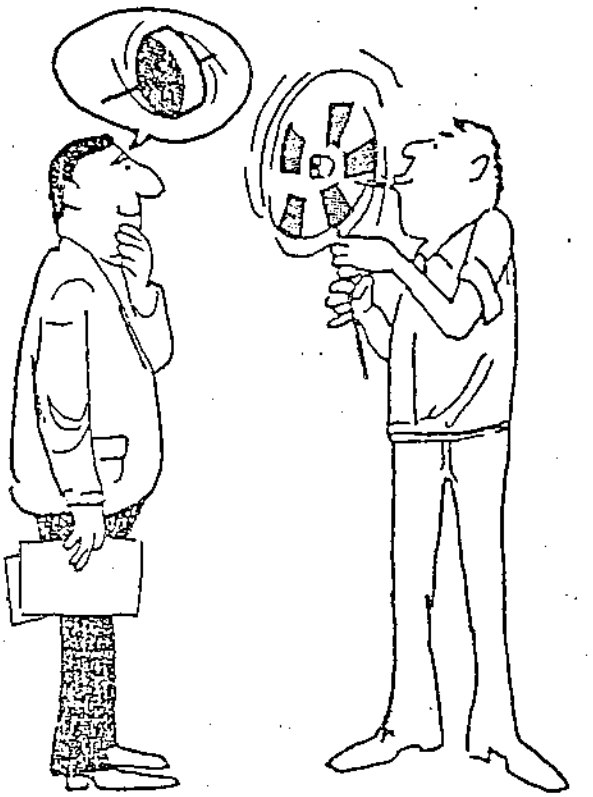
All suggestions which receive an award become the property of the City of Saginaw including all patents, mask works and copyrights upon implementation.

The City is entitled to use denied suggestions without liability following a one year waiting period from the final disposition of the suggestion.

The City is not liable to any employee for the loss or destruction of a suggestion or for any exhibits, samples or attachments thereto nor for any City or personal records pertaining thereto.

The City may, without incurring any liability, use an idea on a temporary basis in order to test its feasibility in actual use.

NOTE: For purposes of this section, "The City" shall consist of the ESP Action Committee, the City Manager and/or the City Council.



LOOK FOR THE RELATED IDEA

SAGINAW EMPLOYEE INCENTIVE PROGRAM
COST SAVING SUGGESTIONS/SAFETY SUGGESTIONS

AWARDS

There are two categories of suggestions. They are as follows.

1) Intangible Suggestions - Those which do not necessarily have a measurable dollar value. Suggestions involving working conditions, employee morale, public service or safety may fall into this category.

2) Tangible Suggestions - Those where a definite dollar value can be determined.

The Cash Awards shall be as follows.

1) Intangible Suggestions:

$25.00 per Suggestion

2) Tangible Suggestion:

A tangible suggestion must result in a savings of at least $750 once it is fully implemented.

$50.00 per Suggestion Upon Approval and Initial Implementation (This shall be in addition to the Total Award Amount.)

25% of the Total Award will be paid at the end of Six Months from the date of implementation.

The Balance of the Total Award will be paid at the end of One Year. Before the award is paid it must be proven that the City has realized the savings. Therefore an Award will be adjusted accordingly before the final payment is made if the savings has been more or less than originally projected.

The Total Award shall be determined as follows.

Cost Savings Realized	Amount of Award (+ $50 per suggestion upon approval and initial implementation)
$ 750 to $ 1,000	$ 50
$ 1,001 to $ 2,499	100
$ 2,500 to $ 4,999	250
$ 5,000 to $ 7,499	500
$ 7,500 to $ 9,999	750
$10,000 to $ 19,999	1,000
$20,000 and up	2,000 Maximum

The maximum award paid will be $2,000 regardless of the total savings over $20,000.

EXHIBIT B

SAGINAW EMPLOYEE INCENTIVE PROGRAM
COST SAVING SUGGESTIONS/SAFETY SUGGESTIONS

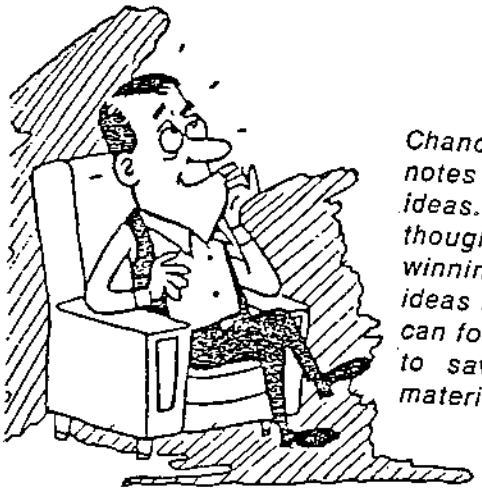
DEFINITION OF SUGGESTER

A Suggester shall be a full time or part time employee who has been employed for at least six months, or a retiree who presents a suggestion/idea which falls under the parameters of the Procedure. The City Manager shall be completely exempt from submitting suggestions. Department Heads, Supervisors, and any other employees who are directly involved in formulating the budget for his/her department shall be eligible to submit suggestions in any department other than their own. A list of those employees follows.

Building Official
Community Center Coordinator
Finance Director
Fire Chief
Janitor
Library Director
Municipal Court Judge
Police Captain
Police Chief
Public Works Director
Public Works Supervisor
Water & Sewer Superintendent
Water Supervisor
Sewer Supervisor

NOW . . .
YOU'RE READY
TO AIM FOR THE PAY-OFF!

THINK IT OUT!



Chances are, your first jotted-down notes are just the seeds of good ideas. If they are fed with more thought, they can grow into award-winning pay-offs. Think about those ideas now. Take out any "bugs" you can foresee. Show how they're going to save real money, time, effort, material or space.

NOW, GET A SUGGESTION FORM,
WRITE YOUR IDEA ON IT, AND TURN IT IN!!

EXHIBIT C

SUGGESTION NUMBER: _____

DATE RECEIVED: _____

DATE FORWARDED: _____

CITY OF SAGINAW

COST SAVING SUGGESTIONS/SAFETY SUGGESTIONS

SUGGESTION FORM

NAMES(S) (Please print or type) WORK PHONE OR EXT. NO.

JOB TITLE EMPLOYEE NO. HOME PHONE

DEPARTMENT EMPLOYED DEPARTMENT SUGGESTION INVOLVED

Attach additional sheets if necessary.

PRESENT CONDITION: Describe the current operation, process or work conditions.

TANGIBLE _____ **INTANGIBLE** _____

SUGGESTION: Be specific. What should be done to improve the operations, process or work condition? How should it be done?

SUGGESTION FORM
PAGE 2

SAVINGS OR BENEFITS: Give your best estimate of expected savings, expected revenue generated or expected benefits (safer work conditions, improved services, better quality control, etc.).

_____

_____

_____

_____

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_____

_____

_____

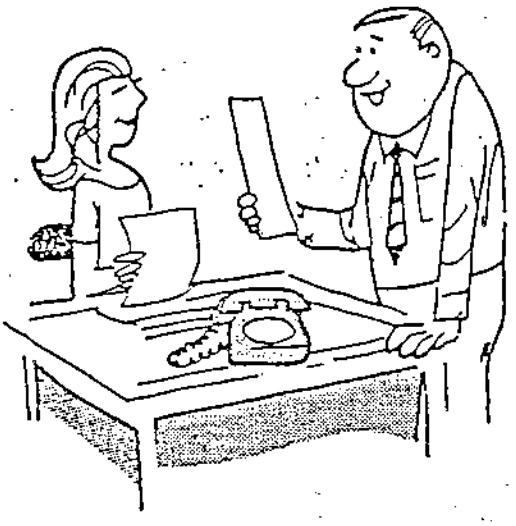
Are additional sheets attached? **Yes** ____ **No** ____

If this is a joint suggestion, it must be signed by all suggestors.

Signature: _____ Date: _____

Signature: _____ Date: _____

Final Action: _____ Date: _____



BE SPECIFIC

Be thorough when explaining your suggestion. This may require a little more effort on your part, but by doing this, you will make it easier for the Action Committee to review your suggestion and have a better chance of getting your suggestion approved.

EXHIBIT D

SAGINAW EMPLOYEE SUGGESTION PROGRAM
COST SAVINGS SUGGESTIONS/SAFETY SUGGESTIONS

THE ROLE OF THE ACTION COMMITTEE EVALUATOR

You are the person who gathers the facts to make a recommendation for implementation or non-implementation of the suggestion. It is important that your evaluation be sound, fair and uniform. This keeps employees interested in suggesting, provides a measure of legal protection for all concerned and achieves financial returns or other benefits. The quality of your work is the key to success.

Your approach, your attitude, your enthusiasm are important. Your treatment of a suggestion sets an example and keeps employees interested in submitting ideas because they know you are supporting their work.

As an evaluator, careful consideration should be given to the following:

Be objective. Do not let personalities influence your judgement.

Approach the evaluation in a positive manner and look for ways that the idea "can" be used rather than ways that it "cannot".

Thoroughly investigate all possibilities for adoption.

Review records, files and other background documentation pertaining to the suggestion.

Talk to the individuals working in the current process, operation or activity.

Be factual. A factually complete evaluation reveals to the suggester that the idea received a professional and objective review.

Know the rules of the Program.

Be prompt, normally 30 days after you receive the suggestion is enough time to prepare an adequate reply. When additional evaluation time is required, notify the suggester.

If it is a GOOD IDEA, encourage its implementation NOW.

EXHIBIT E

SAGINAW EMPLOYEE INCENTIVE PROGRAM
COST SAVING SUGGESTIONS/SAFETY SUGGESTIONS

ACTION COMMITTEE EVALUATION GUIDELINES

Each suggestion is different and will have to be evaluated for each specific situation, no routine step-by-step process can be provided. However, some basic analytical techniques can be applied.

Thoroughly familiarize yourself with the current situation or process in question. This can be accomplished through interviews and/or flow charts. The familiarization process should cover areas such as:

Labor cost, direct as well as indirect.

New and used product/equipment costs and specifications.

Purchase cost, lead time, life cycle.

Budget and staffing impacts.

Service levels and employee skill levels.

Work flow, Where is it from? What does it do? Where does it go?

Control processes.

Safety considerations.

Current or past management studies.

Once you have completed the process listed above, answers to a few more questions should be obtained. They are as follows:

Does the problem addressed in the suggestion really exist?

Will the proposed solution resolve the problem? Is there a better solution to the problem?

Should the suggestion be tested? Should the suggestion be implemented right away? If not, when?

What other work areas might be affected by the implementation of this suggestion? Should they be notified and when?

If a decision has been made to adopt this suggestion, who will perform this function? When will it be completed? How will the affected work areas and/or individuals be informed?

Does this suggestion, though not used itself, lead to another solution to the problem?

Suggestion No _____

EXHIBIT F

CITY OF SAGINAW

COST SAVING SUGGESTIONS/SAFETY SUGGESTIONS

ACTION COMMITEE SUGGESTION ANALYSIS FORM

NAME AND TITLE OF REVIEWER PHONE NO.

DEPARTMENT DEPARTMENT EFFECTED

Attach additional sheets if necessary.

Analysis of Suggestion:

Requirements (if any) for implementing suggestion, and estimated time needed for implementation. Will other departments be involved in implementation?

Estimated first year's savings (if any):

Recommendation:

Action Commitee Chairman's signature: _____

Date: _____

Department Head Signature: _____ Date: _____

EXHIBIT G

CITY OF SAGINAW

COST SAVINGS SUGGESTIONS/SAFETY SUGGESTIONS

DEPARTMENT HEAD/SUPERVISOR COMMENT FORM

COMMENTS/RECOMMENDATIONS:

Department Head/Supervisor Signature: _____

Date: _____

EXHIBIT H

CITY OF SAGINAW

COST SAVINGS SUGGESTIONS/SAFETY SUGGESTIONS

CITY MANAGER COMMENTS FORM

COMMENTS/RECOMMENDATIONS:

Approved Date: _____

Implementation Date: _____

City Manager's Signature:

_____

Date: _____

EXHIBIT I

CITY OF SAGINAW

COST SAVINGS SUGGESTIONS/SAFETY SUGGESTIONS

APPROVAL AND PAYMENT FORMS

SUGGESTION NO. _____

SUGGESTOR NAME: _____ S.S.# _____

NAMING SUGGESTION: _____

IMPLEMENTATION DATE: _____

$50.00 SUGGESTION PAY DATE: _____

CHECK NUMBER: _____

6 MONTH PAYMENT DATE: _____

AMOUNT: _____

CHECK NUMBER: _____

1 YEAR & FINAL PAYMENT DATE: _____

AMOUNT: _____

CHECK NUMBER: _____

EXHIBIT J

CITY OF SAGINAW

COST SAVINGS SUGGESTIONS/SAFETY SUGGUESTIONS

QUARTERLY STATUS REPORT

TO: CITY MANAGER

FROM: DEPARTMENT HEAD _____

DEPARTMENT _____

SUBJECT: _____ QUARTERLY REPORT

_____

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DEPARTMENT HEAD SIGNATURE: _____

DATE: :_____

CC: ACTION COMMITEE MEMBERS

REMEMBER, WE MAY REJECT A SUGGESTION, BUT NEVER A SUGGESTER!

Every idea isn't going to be stupendous, but even a small step toward improvement is a step in the right direction.