

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, June 6, 2023

Saginaw City Hall Council Chambers

333 West McLeroy Blvd.

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

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

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

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

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

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

(3) Audience Participation--On the Video Screen

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

(a) Action regarding Minutes, May 2, 2023--Janice England, City Secretary

(b) Action regarding Minutes, May 16, 2023--Janice England, City Secretary

(c) Action regarding Building Improvement Grant Agreement with JD & Co Hair Studio (712 S. Saginaw Blvd.)--Keith Rinehart, Director of Community & Economic Development

- (d) Action regarding the Purchase of Email Network Monitoring Equipment and Software--Greg Clayton, IT Director
 - (e) Action regarding Task Order No. 1 Amendment No. 2 with Cobb, Fendley & Associates, Inc. to provide Utility Adjustment Coordination Services for the FM156 at Industrial intersection Project (CSJ# 0718-02-076)--Randy Newsom, Director of Public Works
 - (f) Action regarding Memo of Understanding for Library Courier serving the MetroShare Community of Libraries--Ellen Ritchie, Library Director
- (5) Introduction of new Emergency Management Coordinator - Jennifer Nieder-Doug Spears, Fire Chief
 - (6) Oath of Office for Councilmember Place 4--Janice England, City Secretary
 - (7) Election of Mayor Pro-Tem--Todd Flippo, Mayor
 - (8) Consideration and Action regarding Appointment of Councilmember Edwards to Crime Control and Prevention District Board of Directors--Janice England, City Secretary
 - (9) Consideration and Action regarding Appointment of Councilmember Edwards to Tax Increment Reinvestment Zone No. 1 Board of Directors--Janice England, City Secretary
 - (10) Consideration and Action regarding the 2023 Employee Survey - Work Plan Project--Melanie McManus, Director of Human Resources
 - (11) Consideration and Action regarding Award of Bid for the Saginaw Kiwanis Veterans Memorial Relocation--Laura Presley, P.L.A., Kimley-Horn & Associates
 - (12) Building and Code Compliance Presentation--Larry Little, Chief Building Official
 - (13) FY2023/2024 Budget Workshop--Kim Quin, Finance Director
 - (14) **Executive Session--The City Council may take action on any Executive Session item posted.**

551.071. Texas Government Code.

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

of Chapter 551, including the following items:

(a) Any Posted Item

551.074 Texas Government Code.

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

(a) City Manager

(15) Adjournment--Todd Flippo, Mayor



City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, May 2, 202

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on May 2, 2023 are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 5-2-2023

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MAY 2, 2023**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Paul Felegy
Councilmember	Nicky Lawson
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Trenton Tidwell, P.E.
City Engineer	Laura Presley, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Lee Howell
Finance Director	Kim Quin
Finance Manager	Jennifer Garrett
City Secretary	Janice England
Director of Public Works	Randy Newsom
Fire Chief	Doug Spears
Police Chief	Russell Ragsdale
Dir. of Community & Eco Dev.	Keith Rinehart
Human Resource Director	Melanie McManus
Library Director	Ellen Ritchie
Chief Building Official	Larry Little
Environmental Manager	Matt Regan
Recreation Services Manager	Vickie Weldon
Communications Manager	Pedro Zambrano
Police Officer	Pruitt

Absent from the meeting:

None

Visitors at the meeting:

Brack St. Clair	Jack Earney
Rick Russell	John Peet
Lynn Blackmon	Kelly Stewart
Karen Cromwell	John Reynolds
Beverly Brown	Ronnie Horton
Cameron Flippo	Jill Love

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

In the absence of Pastor Hudson, Councilmember Lawson gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, April 18, 2023

b. Action regarding Purchase of a 200 KW Generator for the Recreation Center

Summary: The Saginaw Recreation Center was constructed and opened to the public in June 2004. It was the result of a 2000 Bond Election that residents voted for as a specific need for Saginaw. Since that time, it has been the largest facility in Saginaw. Because of its size and open space, it has been used as an emergency evacuation center on multiple occasions for hurricane evacuee relief. During the freeze of 2021, the facility was shut down and could not be used because we had no alternative power generator and the building was deemed useless as a warming or evacuation center. Prior to the Fiscal Year 2022-2023 Budget Process, staff sought and received quotes for a generator that would suffice to power the Recreation Center during an emergency. The City Council approved funds in the Fiscal Year 2022-2023 Budget for the purchase of a generator for the Recreation Center in the amount of \$205,000 (Capital Outlay Account 01-7000-08). During the spring of 2023 bids were advertised for the purchase and installation of a 200 KW generator. Bids were received and opened on April 12, 2023. Bids ranged from \$189,469 to \$219,169. Staff has reviewed the bids and recommends award of the bid for the purchase and installation of a 200 KW generator to McDonald Municipal and Industrial Inc. in the amount of \$189,469.

c. Action regarding Purchase and Installation of Two Water Heaters for Police Department from TDIndustries through BuyBoard Cooperative Purchasing

Summary: This item is for approval of the purchase and installation of two water heaters from TDIndustries for the Police Department. The current water heaters have been inoperable for almost a year. Officers are unable to take hot showers after working out, and the jail staff need hot water for the washing machine. The total cost will be \$31,000 utilizing BuyBoard Purchasing Cooperative. Funds for this expenditure are available in the Fund Balance of the General Fund.

d. Action regarding Purchase and Installation of Two Heat Exchangers for Police Department from TDIndustries through BuyBoard Cooperative Purchasing

Summary: This item is for approval of the purchase and installation of two heat exchangers from TDIndustries for the Police Department. The current heat exchangers on the roof top units are cracked. Staff is unable to turn the heat on without the possibility of leaking carbon monoxide into the building. The total cost will be \$6,084 utilizing BuyBoard Purchasing Cooperative. Funds for this expenditure are available in the Fund Balance of the General Fund.

e. Action regarding Renewal Agreement between City of Saginaw and HUB International for Benefits Consulting Services

Summary: In March of 2020 it became evident that we needed to make the decision to change insurance brokers. In May 2020 City Council approved a three year Benefit Consulting Services Agreement with HUB International. With this came significant savings. The financial impact for the renewal agreement is \$39,375 annually. Staff recommends approval to ensure that the City can continue to offer the best benefits at the most affordable price both to the employee and the City.

f. Action regarding the 2023 Employee Survey – Work Plan Project

Summary: The employee survey is part of the 2023 Work Plan Project list adopted by the City Council at the February 21, 2023 City Council Meeting. In order to get the best, unbiased, honest responses by employees, staff recommends to hire a third party to conduct the survey. OnPointe Insights was the company that conducted the 2022 Citizen Survey and staff recommends hiring them to conduct the employee survey. OnPointe Insights has provided a suggested survey that was sent out to Councilmembers for feedback. Funds are available to cover this expenditure in the amount of \$4,000 in the Fund Balance of the General Fund.

g. Action regarding Letter of Support for Tarrant County College District Child Care Infant and Toddler Infrastructure Expansion Proposal

Summary: The City received the following request from Kristen Jakowitsch, Ed.D., Consultant, Office of the Executive Vice Chancellor/Provost. "Tarrant County College is exploring opportunities to expand child care offerings on our campuses in the interest of serving our students and local communities. An RFA for the Child Care Associates Institute to Advance Child Care Infant and Toddler and Infrastructure Expansion Grant was recently released. TCCD intends to submit proposals for an Early/Head Start facility on our Northwest and South campuses. Both locations are identified as high need areas for quality early childhood education and we recognized the positive impact that the creation of these facilities can have within the community and for our students. Given Saginaw's proximity to our Northwest campus, I hope that you might be able to provide a signed letter of support on behalf of the City of Saginaw."

Mayor Flippo stated that he has received requests to remove Items 4c and 4f from the Consent Agenda for discussion.

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

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

Against: None

Abstain: None

Absent: None

The Council considered Item 4c. Action regarding Purchase and Installation of Two Water Heaters for Police Department from TDIndustries through BuyBoard Cooperative Purchasing.

Motion was made by Councilmember Lawson with a second by Councilmember Bighorse to approve Item 4c as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

The Council considered Item 4f. Action regarding the 2023 Employee Survey – Work Plan Project.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Bighorse to table Item 4f until the first Council Meeting in June. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(5) Discussion of Veteran Owned Business Bidding Preference

City Attorney Meredith gave a brief explanation of Veteran Owned Business Bidding Preference. Mr. Rick Russell addressed the Council. He gave a presentation including the definition of a Veteran Owned Small Business and Historically Underutilized Businesses (HUB) which includes Veteran Owned Small Businesses. He encouraged the Council to consider including HUBs in the City's bidding and purchasing policy. Finance Director Quin explained that the current purchasing policy includes Disabled Veterans, and Veterans could be added if the Council chooses to do so. Mr. John Peet addressed the Council. He expressed his support for adding Veteran Owned Small Businesses. The Council concurred to direct staff to move forward with this and bring back a proposal for action.

(6) Consideration and Action regarding Individual Project Order (IPO) with Kimley-Horn & Associates for the 2023 Parks and Recreation Master Plan Update

There was discussion regarding the proposed IPO. Mr. Brack St. Clair, Chairman of Advisory Recreation and Parks Board addressed the Council and expressed his support. He also stated that the Board voted to recommend approval of the IPO to the City Council. Ms. Kelly Stewart addressed the Council and expressed her concerns with some items included in the IPO.

Motion was made by Councilmember Copeland with a second by Councilmember Lawson to approve the IPO with Kimley-Horn & Associates for the 2023 Parks and Recreation Master Plan Update. Motion carried. 4-3-0-0

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

Against: Mayor Pro-Tem Junkersfeld, Councilmembers Tucker and Bighorse

Abstain: None

Absent: None

(7) Consideration and Action regarding Award of Bid for Knowles Drive Phase 2 & 3 Project

Motion was made by Councilmember Bighorse with a second by Mayor Pro-Tem Junkersfeld to table this item until the next City Council Meeting. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(8) Consideration and Action regarding Approval for City Delegation to attend All America City Award Finalist Conference

Motion was made by Councilmember Copeland with a second by Councilmember Tucker to approve funds for a City Delegation to attend the All America City Award Finalist Conference. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(9) Finance Department Presentation

Finance Director Quin explained the Finance Department is responsible for managing the financial resources of the City, and being good stewards of the City's finances. She stated the majority of the Finance Department staff is present. Staff members including Finance Manager Garrett, Municipal Court Administrator Brown, Utility Billing Supervisor Cromwell, and Utility Billing Specialist Reynolds addressed the City Council regarding their duties and responsibilities.

(10) City Secretary's Office Presentation

City Secretary England gave a presentation on the duties and responsibilities of the City Secretary's Office.

(11) Executive Session

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

a. Any Posted Item

(12) Adjournment

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

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of May 2, 2023 adjourned at 8:15 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(b)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, May 16, 2023

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on May 16, 2023 are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 5-16-2023

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MAY 16, 2023**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Paul Felegy
Councilmember	Nicky Lawson
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Trenton Tidwell, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Lee Howell
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Russell Ragsdale
Fire Chief	Doug Spears
Director of Public Works	Randy Newsom
Director of Comm. & Eco. Dev.	Keith Rinehart
Library Director	Ellen Ritchie
Environmental Manager	Matt Regan
Communications Manager	Pedro Zambrano
Chief Building Official	Larry Little
Animal Services Manager	Jose Wheeland
Management Analyst	Salvador Gonzalez
Police Officer	Aaron Callahan

Absent from the meeting:

Director of Human Resources	Melanie McManus
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Visitors at the meeting:

Nika Davis	Jaime Morgan
Grace Sears	Michael Burch
Faith Sears	William Sears
Camryn Simon	Mia McGavley
Shriya Chapagai	Srijan Sharma
Dakota Waters	Yzurium Milton
Sparsha Acharya	Britton New
Kylie Ashcraft	Brittany Broskus

Reynold Broskus	Doug Crosthwait
Kristi Haney	Maria Guynes
Megan Guynes	Kelly Henderson
Ronnie Horton	Breanna Farley
Taylor Guadian	Linda Salinas
Jennifer Wheeland	Danny Copeland

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Mr. Doug Crosthwait of the First Baptist Church gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding a Chapter 380 Economic Development Incentive Agreement with Blazing Hospitality (1005 N. Saginaw Blvd.)

Summary: The proposed agreement is a Chapter 380 Economic Development Incentive Agreement with Blazing Hospitality. It addresses the demolition of the existing building at 1005 N. Saginaw Blvd. The building has been vacant for many years. The purpose of the demolition is to support future development of the property. The agreement sets forth the City's participation which is an amount not to exceed \$25,000. This item was originally approved by the City Council at the October 18, 2022 meeting. The proposed agreement was not available at the time the meeting packet was prepared last October. Therefore, we are bringing this back to the Council for official approval. In addition, this property finally sold to Blazing Hospitality Group on May 4, 2023. The financial impact is not to exceed \$25,000 and will be paid from Account 01-6141-13 (Economic Development Incentive).

b. Action regarding Resolution No. 2023-11, City of Saginaw's Application to Texas Department of Transportation's 2023 Transportation Alternatives Set-Aside (TA) Call for Projects

Summary: In January of 2023, a Preliminary TA (Transportation Alternative) Set-Aside Grant Application was submitted to TXDOT for McLeroy Blvd Phase 3 from Knowles Drive to Business 287. On March 14, 2023, the City was notified that the preliminary application was reviewed and deemed eligible – allowing the City to continue to the next step, submitting a Detailed Application. For the Detailed Application to be submitted, the City must adopt a resolution in support of the application. If the Detailed Application is accepted, TXDOT would require a 20% local match and Saginaw would be responsible for all overruns and all non-reimbursable costs. The local match and other costs would be paid for with the 2021 Bond Funds.

c. Action regarding Ordinance No. 2023-18, Authorizing the Mayor to Execute a Quitclaim Deed Abandoning an Eight (8) Foot Utility Easement to Richard Linthicum, Owner of Lot 27, Block 1 of The Dominion Phase II

Summary: City Staff was contacted by Mr. Richard Linthicum, owner of 1120 Little John Drive, regarding the intent to remove an unused eight (8) foot utility easement at the rear of the property. Staff reviewed letters from the utilities company as well as any potential City utilities in the easement, and found there to be no conflict. The neighboring property went through a similar process in 2018.

Mayor Flippo stated that he received a request to pull Item 4a from the Consent Agenda for discussion.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Items 4b and 4c as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

The Council considered Item 4a. Action regarding a Chapter 380 Economic Development Incentive Agreement with Blazing Hospitality (1005 N. Saginaw Blvd.)

Motion was made by Councilmember Copeland with a second by Mayor Pro-Tem Junkersfeld to approve the Chapter 380 Economic Development Incentive Agreement with Blazing Hospitality as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(5) Recognition of Members of Mayor's Youth Advisory Council

Management Analyst Gonzalez gave a brief overview of the activities of the Mayors' Youth Advisory Council. The members of the Mayor's Youth Advisory Council were presented with certificates in recognition of their participation.

(6) Consideration and Action regarding Resolution No. 2023-12, Canvassing Returns and Declaring Results of the General Election held on May 6, 2023

City Secretary England stated that Resolution No. 2023-12 canvasses the May 6th General Election. The results were as follows.

Councilmember Place 4

Brack St. Clair	379 Votes
Randy L. Edwards	462 Votes

Councilmember Place 6

Mary Copeland	442 Votes
Rick Russell	428 Votes

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Bighorse to approve Resolution No. 2023-12, canvassing the returns and declaring the results of the General Election held on May 6, 2023. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

- (7) Consideration and Action regarding Resolution No. 2023-13, Canvassing Returns and Declaring Results of the Special Election held on May 6, 2023 to determine whether the voters of the City of Saginaw desire to continue a Sales and Use Tax for Street Maintenance in the City.

City Secretary England stated that Resolution No. 2023-13 canvasses the May 6th Special Election. The results were as follows.

Proposition A

For 735

Against 169

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Copeland to approve Resolution No. 2023-13, canvassing the returns and declaring the results of the Special Election held on May 6, 2023. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

- (8) Presentation to Outgoing Councilmember Tucker

Mayor Flippo and the Council recognized outgoing Councilmember Tucker with an award for his years of service on the City Council as well as his years of service on the Advisory Recreation and Parks Board. Mayor Flippo also presented him with a City Service pin in recognition of his completion of five (5) years of service on the City Council.

Note: Outgoing Councilmember Tucker left the meeting at this point.

- (9) Recognition of Mayor Flippo's 15 Years of Service

Mayor Pro-Tem Junkersfeld presented Mayor Flippo with a City Service pin in recognition of his completion of fifteen (15) years of service on the City Council.

(10) Oath of Office for Councilmember Place 6

City Secretary England administered the Oath of Office for Councilmember Place 6, Mary Copeland. She explained that incoming Councilmember Edwards is out of town tonight. He will be given the Oath of Office at the next City Council Meeting.

(11) Election of Mayor Pro-Tem

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Bighorse to table this item until the next City Council Meeting. Motion carried unanimously. 6-0-0-0

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

Against: None

Abstain: None

Absent: None

(12) PUBLIC HEARING—Consideration and Action regarding Recommendation from Planning & Zoning Commission regarding request to Amend the Zoning Ordinance of the City of Saginaw, regarding a change in Zoning from Community Commercial (CC) to Heavy Industrial (HI) on approximately 12.85 acres of land out of the Bursey, John Survey, Abstract 122, Tract 2A1 & 6A1 & Part C1 Street more commonly known as 2301 Terminal Road (Ordinance No. 2023-16)

Mayor Flippo declared the public hearing for this item opened at 6:24 p.m. Mr. Britton New explained his request for rezoning the property at 2301 Terminal Road from Community Commercial (CC) to Heavy Industrial (HI). Mayor Flippo read a note from Ms. Suzanne Boyce, President of Attebury Grain, LLC in support of the request. The Planning and Zoning Commission voted to recommend approval to the City Council. Mayor Flippo called for any public input. There was none. Mayor Flippo declared the public hearing closed at 6:29 p.m.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Felegy to approve Ordinance No. 2023-16, zoning change from Community Commercial (CC) to Heavy Industrial (HI) on property at 2301 Terminal Road as presented, and recommended by the Planning and Zoning Commission. Motion carried unanimously. 6-0-0-0

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

Against: None

Abstain: None

Absent: None

- (13) PUBLIC HEARING—Consideration and Action regarding Recommendation from Planning & Zoning Commission regarding Amending Appendix A, “Zoning”, Article 8, “Supplemental District Regulations, Section 8-9, Off-Street Parking and Loading Requirements” of the Saginaw City Code by updating On Premise Parking Requirements and Residential and Non Residential Parking Standards (Ordinance No. 2023-17)

Mayor Flippo declared the public hearing for this item opened at 6:29 p.m. Chief Building Official Little gave a presentation explaining the proposed ordinance. The Planning and Zoning Commission voted to recommend approval to the City Council. Mayor Flippo called for public input. There was none. Mayor Flippo declared the public hearing closed at 6:54 p.m.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Felegy to approve Ordinance 2023-17, amending the Zoning Ordinance, On Premise Parking Requirements as presented, and recommended by the Planning and Zoning Commission. Motion carried unanimously. 6-0-0-0

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

Against: None

Abstain: None

Absent: None

- (14) Consideration and Action regarding Award of Bid for Knowles Drive Phases 2 & 3 Project (Tabled at 5-2-2023 Meeting)

Motion was made by Councilmember Lawson with a second by Mayor Pro-Tem Junkersfeld to approve the award of the bid for Knowles Drive Phases 2 & 3 Project to DDM Construction Corporation. Motion carried unanimously. 6-0-0-0

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

Against: None

Abstain: None

Absent: None

- (15) Library Presentation

Library Director Ellen Ritchie gave a presentation regarding the Library’s budget, duties, and staff. Adult Services Librarians Ronnie Horton and Megan Guynes gave an overview of the programs and services offered at the Library for adults. Children Services Librarian Kristi Haney gave an overview of the programs and services offered for children.

(16) Animal Services Presentation

Animal Services Manager Jose Wheeland gave a presentation regarding the current staffing and duties of Animal Services as well as their achievements and long term objectives.

(17) Executive Session

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

a. Any Posted Item

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

a. Building Improvement Grant Application—712 S. Saginaw Blvd.

Mayor Flippo declared the meeting recessed into Executive Session at 8:21 p.m.

Mayor Flippo declared the meeting back in Regular Session at 8:34 p.m.

(18) Adjournment

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

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of May 16, 2023 adjourned at 8:34 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 6/6/2023

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

Agenda Items: (4)(c)

E-mail: krinehart@saginawtx.org

Phone: 18172300331

SUBJECT:

Action Regarding Building Improvement Grant Agreement with JD & Co Hair Studio (712 S. Saginaw Blvd.)

BACKGROUND/DISCUSSION:

On Tuesday, May 16, 2023, the Saginaw City Council received information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted by JD & Co Hair Studio in regards to their property located 712 S. Saginaw Blvd. The City Council determined in that session to award an amount not-to-exceed \$3,500 in reimbursable and matching dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

FINANCIAL IMPACT:

Maximum of \$3,500 from Account # 01-6142-13-00 Building Improvement Grants

RECOMMENDATION:

NA

ATTACHMENTS:

Description
Council Communique



COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

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

Date: City Council Meeting – June 6, 2023

ITEM:

Action Regarding Building Improvement Grant Agreement with JD & Co Hair Studio (712 S. Saginaw Blvd.)

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

On Tuesday, May 16, 2023, the Saginaw City Council received information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted by JD & Co Hair Studio in regards to their property located 712 S. Saginaw Blvd. The City Council determined in that session to award an amount not-to-exceed \$3,500 in reimbursable and matching dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

FINANCIAL IMPACT:

Maximum of \$3,500 from Account # 01-6142-13-00 Building Improvement Grants

RECOMMENDATION

NA

ATTACHMENTS:

- Building Improvement Grant Application
- 380 Agreement

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

Thank you,

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

Keith C. Rinehart, Director of Community & Economic Development

Building Improvement Grant Program Agreement

This Building Improvement Grant Program Agreement ("Agreement") is made by and between the City of Saginaw (the "City") and JD & Co Hair Studio ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner of property located at 712 S. Saginaw Blvd., Saginaw, Texas; and

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

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

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

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

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

Section 1. Term

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

Section 2. Definitions

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

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

Section 3. Economic Development Incentive

(a) Payment. Subject to the Property Owner's continued satisfaction of the terms and conditions of this Agreement and of the Policy, and the obligation of the Property Owner to repay the Incentive pursuant to Section 5(b) hereof, the City agrees to provide the Building Improvement Grant to the Property Owner to be paid in a single lump-sum payment after Property Owner makes a written request for reimbursement, in accordance with the requirements of the Policy. The total Building Improvement Grant shall be an amount not to exceed \$3,500 and eligibility for any Enhancement category shall be limited as set forth in the Policy.

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

Section 4. Building Improvement Grant Conditions

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

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

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

Section 5. Termination

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

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

Section 6. Miscellaneous

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

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

If intended for Property Owner, to:

JD & Co Hair Studio
Attn: Julie James
712 S. Saginaw Blvd.
Saginaw, TX 76179

If intended for City, to:

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

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

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

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

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

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

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

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

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

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

City of Saginaw, Texas

By:

Todd Flipppo, Mayor,

Attest:

By:

City Secretary

Executed on this _____ day of _____, 2023.

Property Owner

By: _____

Name:

EXHIBIT "A"

ENHANCEMENTS AND CONSTRUCTION COSTS

B.I.G. Application

1	PROJECT INFORMATION			
A	Property Address: 712 S. Saginaw Blvd.			
B	Estimated Begin Work Date: A.S.A.P.		Estimated Completion Date: June 30, 2023	
C	Years in Business at this Location: 7 Months			
D	Reason for Requesting Grant: New Sign.			
2	ELIGIBILITY OF PROPERTY			
	Yes	No	Item	Notes
A	X		Within the City?	
B	X		Commercially zoned?	
C	X		Tax Paying entity?	
D	X		City taxes in good standing?	
E		X	No City liens existing?	
F	X		Proof of ownership provided?	
G		X	Outstanding code violations?	
H	X		Frequency of Grants OK?	* In accordance with Section 3.1.8
3	ELIGIBILITY OF BUSINESS			
	Yes	No	Item	Notes
A	X		Business taxes in good standing?	
B	X		If not owner, authorization provided?	

B.I.G. Application

4	Enhancements	Total Cost	Policy Max %	Policy Max \$	Amount Requested	Amount Approved
A	Façade: (Section 4.3)	-	-	-	-	-
B	Interior Renovation: (Section 4.4)	-	-	-	-	-
C	Landscaping: (Section 4.5)	-	-	-	-	-
D	Lighting: (Section 4.6)	-	-	-	-	-
E	Parking / Driveways: (Section 4.7)	-	-	-	-	-
F	Pedestrian Amenities: (Section 4.8)	-	-	-	-	-
G	Signage: (Section 4.9)	\$7,000	50%	\$3,500	\$3,500	-
H	Code Compliance: (Section 4.10)	-	-	-	-	-
I	Demolition: (Section 4.11)	-	-	-	-	-
J	Public Art: (Section 4.12)	-	-	-	-	-
TOTAL UPGRADES		\$7,000	TOTAL AMOUNT REQUESTED		\$3,500	
		TOTAL BUILDING IMPROVEMENT GRANT APPROVED:				
L	Describe any planned Non-Grant Enhancements: NA					

B.I.G. Application

5	GRANT PRIORITIES			
	Yes	No	Preferred Area / Business?	Notes
A	X		Transportation Corridors including: Business 287	• Southern entry of town
B		X	Downtown	• Saginaw Overlay District
C	X		Retail Center	• ZONED COMMUNITY COMMERCIAL
D		X	Restaurants	
E		X	Professional Office	
F		X	Industrial and manufacturing	
G	X		Any sales-tax generating business	• JD & Co Hair Salon
6	ATTACHMENTS / EXHIBITS			
	Yes	No	Item	Notes
A	X		Ownership documentation	• See attached...
B	X		Photos of existing condition	• Photos of signage
C	X		Drawings, renderings, plans of the proposed enhancements	• Photo concept of new signage
D	X		Written description of enhancements including building materials and color schemes	• Yes
E	X		Construction cost estimate	• \$7,000
F	X		Copy of the signed lease agreement	• Yes
G	X		Written support of grant application from the owner	• Yes

42699701 (Commercial)
700 S SAGINAW BLVD, SAGINAW

Interactive Map

Property Type: Commercial
Legal Description: RANCHO NORTH ADDITION Block 16 Lot 7 PLAT
D220306440 PLAT D220306440
AIN: 33470-16-7-71
State Code: F1
Year Built: 1976
Agent of Authority: AMERICAN PROPERTY SERVICES
Agent Number: 00577

Site Number: 800059056
Site Name: MT Retail / Planet Fitness
Site Class: MixedComm - Mixed Use-Commercial
Number of Parcels: 3
Primary Building Name: SAGINAW CENTER / 42699701
Primary Building Type: Commercial
Gross Building Area: 14,180
Net Leasable Area: 14,160
Land Sqft: 64,313
Land Acres: 1.4760
Pool: None

Property Value Geolocation Taxing Units Ownership Exemptions Documents

5 Years historical Value

Year	Land Appr.	Imprv. Appr.	Total Appr.	Land Mkt.	Imprv. Mkt.	Total Mkt.
2023	\$385,878	\$1,694,934	\$2,080,812	\$385,878	\$1,694,934	\$2,080,812
2022	\$385,878	\$1,384,122	\$1,770,000	\$385,878	\$1,384,122	\$1,770,000
2021	\$385,878	\$739,904	\$1,125,782	\$385,878	\$739,904	\$1,125,782
0	N/A	N/A	N/A	N/A	N/A	N/A



WENDY BURGESS
TARRANT COUNTY
TAX ASSESSOR-COLLECTOR



100 E. Westhanks, Fort Worth, TX 76109
(817) 864-1700
e-mail: taxoffice@tarrantcounty.com
web: www.tarrantcounty.com

DUPLICATE RECEIPT

IN GOD WE TRUST

1
V.1.1

DATE: 05/10/2023
ACCOUNT: 00042699701
OWNER: VACUERO BALDINO PARTNERS LP
PARCEL ADDRESS: 0000700 S SAGINAW BLVD
EXEMPTIONS:

LEGAL: RANCHO NORTH ADDITION BLOCK 16
LOT 7 PLAT D220306440

PDN: 33470 16 7 71
ACRES: 1.476

RECEIPT #: 03847444

CHECK #: TCTAX0384670262

DEPOSIT #: 202301310732-2022/TARRANTCOUNTY

YEAR	TAXING ENTITY	TAXABLE VALUE	TAX RATE PER \$100	SNV TYPE	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2022	SAGINAW CITY	\$1,770,000.00	0.502942	L	02/01/2023	\$8,992.34	\$029.48
2022	TARRANT COUNTY	\$1,770,000.00	0.224609	L	02/01/2023	\$3,964.80	\$277.54
2022	I.C. HOSPITAL	\$1,770,000.00	0.224429	L	02/01/2023	\$3,972.38	\$279.08
2022	T.C. COLLEGE	\$1,770,000.00	0.190179	L	02/01/2023	\$3,364.81	\$181.28
2022	EAGLETSAG ISO	\$1,770,000.00	1.434609	L	02/01/2023	\$25,392.42	\$1,777.47

AMOUNT TENDERED \$47,749.77

AMOUNT PAID - THANK YOU

BASE TAX \$44,625.96

PENALTY & INTEREST \$3,123.81

TOTAL PAID \$47,749.77

REMAINING AMOUNT DUE
AS OF 05/10/2023
\$0.00

EXHIBIT “B”

BUILDING IMPROVEMENT GRANT POLICY

Saginaw, Texas

Building Improvement Grant Policy

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

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

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

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

Section 1.

Introduction & Goals

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

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

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

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

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

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

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

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

Section 2.

Definitions

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

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

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

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

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

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

City: The City of Saginaw, Texas.

City Council: The City Council of the City.

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

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

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

Enhancements: Shall be as defined in Section 4 herein.

Façade: Shall mean the exterior of a building.

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

Policy: Shall mean this Building Improvement Grant Policy.

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

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

Staff: The City Manager or their designee.

Section 3.

Eligibility

The following Properties and Businesses are eligible to receive Grants.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.

Enhancements

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

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

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

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

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

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

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

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

4.8. Pedestrian Amenities: The following are Eligible Enhancements:

- 4.8.1. Paving: Paving of a unique nature in areas that allow customers to congregate.
- 4.8.2. Seating Areas: Provisions for seating in areas where customers may congregate before, during or after supporting the business.
- 4.8.3. Shade: Provisions for shading pedestrian areas to include permanent or temporary canopies, awnings, umbrellas or similar shade structures.
- 4.8.4. Music: Provisions for permanent installation of fixtures to accommodate providing music in areas where customers congregate.
- 4.8.5. Trash Receptacles: Trash receptacles establishing or matching a design theme utilized throughout the pedestrian areas.
- 4.8.6. Play Equipment: Recreational equipment intended for the entertainment of children when placed on private property in close proximity to the primary building.

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

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

4.10. Code Compliance: The following are Eligible Enhancements:

- 4.10.1. Public Accessibility: Reconstruction or new construction to comply with public accessibility requirements.
- 4.10.2. Fire Suppression Systems: Replacement, upgrade, or installation of fire suppression systems in compliance with current codes.

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

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

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

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

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

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

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

Section 5.

Grant Priorities

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

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

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

5.1.2. Downtown areas.

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

5.2.1. Retail;

5.2.2. Restaurants;

5.2.3. Professional Office;

5.2.4. Industrial and manufacturing; and

5.2.5. Any sales-tax generating business.

Section 6.

Administrative Procedures

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

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

Applicants should contact the following to set up a meeting.

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

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

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

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

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

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

6.3.1. Review Criteria:

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.

Applicant / Owner Certifications

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

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

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

Section 8.

General Provisions

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

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City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Greg Clayton
IT Director

Agenda Items: (4)(d)

E-mail: gclayton@saginawtx.org

Phone: 817-235-6990

SUBJECT:

Action regarding the Purchase of Email Network Monitoring Equipment and Software

BACKGROUND/DISCUSSION:

Network alarm appliance and software detects, automatically investigates and responds to threats in real-time. Creating an understanding of how the organization operates, and monitors for events that are malicious and abnormal to the environment to reduce cyber risk of ransomware or any other attacks. Network and email-monitoring software communicate to create full loop monitoring of the network to easily remediate threats that spread throughout the environment such as any malicious software, any links that may contain viruses, account compromises and any spoofing that may occur.

FINANCIAL IMPACT:

The cost of this security enhancement is \$30,000 and will be funded with General Fund balance.

RECOMMENDATION:

Staff recommends approval of the enhanced network monitoring system.



City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Randy Newsom
Director of Public Works

Agenda Items: (4)(e)

E-mail: newsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:

Action regarding Task Order No. 1 Amendment No. 2 with Cobb, Fendley & Associates, Inc. to provide Utility Adjustment Coordination Services for the FM156 at Industrial intersection Project (CSJ# 0718-02-076)

BACKGROUND/DISCUSSION:

Fuel City Saginaw, LLC has led an effort to secure authorization for a Texas Department of Transportation (TXDOT) project to improve the intersection of FM156 (Blue Mound Road) and Industrial Avenue. The project was funded through the North Central Texas Council of Governments COVID-19 Infrastructure Project. The City of Saginaw is taking the lead as the Local Sponsor.

On September 20, 2022 the City Council authorized contract (Task Order no. 1) for Utility Coordination with CF in the amount of \$41,402. The contract provided for general utility coordination including identification of the utility companies and having facilities in the project corridor, transmittal of plans, communication with utility companies and meetings regarding conflicts identified. The contract is on an hourly not to exceed basis.

On February 21, 2023, City Council authorized Amendment Number 1 to Task Order 1 with CF to provide additional funds to comply with Texas Department of Transportation requirements for relocation within state and city rights-of-way. The amendment is necessary to comply with the State's requests for additional information and management of the utility clearance process and the effort to accomplish that.

The relocation process has resulted in two design plan modifications to avoid a ten-inch gas main. The relocation, if required, could potentially cost the city \$400,000. In addition to increased coordination efforts with TxDOT, the City and utility companies, the design modifications have unfortunately also impacted CF's budget in managing the utility clearance process.

Amendment Number 1 included \$36,530 in Optional Services that generally included preparation of exhibits and layouts for identified conflicts as directed by TxDOT. It appears that these services will not be necessary.

The increased budget and associated Tasks are shown below:

Item 1.A. Periodic meetings with the City/Developer on design and relocations; documentation of such

meetings (\$11,932)

Item 1.F. Coordination and correspondence for conflict resolutions with Client, Design Team & TxDOT (\$7,582)

Item 2.B. Periodic meetings with the City/Developer on design and relocations; documentation of such meetings (\$6,314)

Item 2.C. Utility Relocation Permit Review - Franchise Utilities Only (\$10,702)

Staff is recommending that the \$36,530 previously allocated for the Optional Services be applied to the remainder of the scope so that work can continue. The overall value of the contract will remain at the approved contract amount of \$107,140.

FINANCIAL IMPACT:

N.A.

RECOMMENDATION:

It is recommended that the City Council approve Amendment No. 2 to Task Order No. 1 with Cobb, Fendley & Associates, Inc. as described.

ATTACHMENTS:

Description

Task Order No.1 Amendment No. 2

ATTACHMENT A

TASK ORDER NO. 01 AMENDMENT NO. 02

Pursuant and subject to the above captioned MSA dated between City of Saginaw, Texas (CLIENT) and Cobb, Fendley & Associates, Inc. (CONSULTANT). CLIENT hereby authorizes CONSULTANT to perform the work described below upon the terms set forth and including the additional authorized fee detailed below:

CLIENT PROVIDED INFORMATION:

Work Site: FM 156 @ E Industrial Blvd/Cantrell Sansom Rd
Work to Be Performed: Utility Adjustment Coordination Services, Utility Engineering Services
Drawings, plans, specifications (are) (are not) attached: Are not
Date and Time to Commence: Upon Notice to Proceed
Date and Time to Complete: Approximately 10-12 months after the Work to Be Performed commences
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): None
Invoice Mailing Instructions: _____
Other Requirements or Variance from MSA (if any): _____

CONSULTANT PROVIDED INFORMATION:

Compensation:

- Utility Coordination Efforts: \$98,444.00
- Utility Engineering Efforts: \$8,696.00
 - Required Efforts from the Utility Engineering Efforts: \$8,696.00
 - Optional Efforts from the Utility Engineering Efforts: ~~\$36,530.00~~
 - Transfer these funds to Utility Coordination
- **Total: \$107,140.00**
 - Original Task Order 01 Total: \$41,402.00
 - **Task Order 01 Amendment 1 Total: \$65,738.00**
 - **Task Order 01 Amendment 2 Total: \$0.00**

Billing Terms: Hourly, according to Exhibit "B"

Scope of Work: See Exhibit "C"

ACCEPTANCE:

The foregoing TASK ORDER AMENDMENT is accepted on the terms set forth as indicated by the signatures below.

CONSULTANT:

COBB, FENDLEY & ASSOCIATES, INC.

By: _____

Printed Name: Josh Canuteson

Title: Vice President

Date: 5/30/2023

CLIENT:

CITY OF SAGINAW, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "B"

DESCRIPTION OF WORK TASK			Senior Engineer I or Project Manager II	Engineer III or Project Manager I	Engineer II	Engineer I	Graduate Engineer	Senior Technician III	Senior Technician II	Senior Technician I	Total Labor Hours	Total Labor Cost per Task
Contract to be performed as Hourly, Not to Exceed			\$238.00	\$184.00	\$163.00	\$135.00	\$113.00	\$179.00	\$156.00	\$135.00		
Utility Adjustment Coordination												
Utility Adjustment Coordination												
	1	Utility Coordination										
		A. Coordinate activities with the City/Developer and related parties on proposed improvements and ROW		6	14	30		8	50		108	\$16,668.00
		B. Coordinate with local and other utility committees (county, city, etc.)- If Necessary		4		10			6	10	30	\$4,372.00
		C. Provide utility contact list				4				8	12	\$1,620.00
		D. Provide illustration of project footprint				4			6	10	20	\$2,826.00
		E. Provide and obtain initial project notification letters (NOPC, NORA, and Clearance Letter) *per TxDOT request				13				13	26	\$3,510.00
		F. Coordination and correspondence for conflict resolutions with Client, Design Team & TxDOT (Assume 10 meetings) *previously discussed and approved		6	2	22		12	24	12	78	\$11,912.00
	2	Coordination with Utility companies										
		A. Establish contact with utility owners (Assume 10 Utility Owners- Only Franchise Utilities)				10				10	20	\$2,700.00
		B. Meetings										
		Schedule and attend all meetings with utility owners, prepare meeting documents (Assume 20 meetings- Only Franchise Utilities)		8		20				32	60	\$8,492.00
		Attend initial meetings and an on-site field meet with UO (on-site meetings held on if needed basis)	4			8				8	20	\$3,112.00
		Periodic meetings with the City/Developer on design and relocations; documentation of such meetings (Assume 12 monthly meetings)		6	8	26			26	12	78	\$11,594.00
		C. Utility Relocation Permit Review - estimated 10 Permits - 3 reviews/each permit - Franchise Utilities Only		2	10	48		12	48	68	188	\$27,294.00
		D. Create and maintain Utility Clearance Schedule (assume 12 monthly Iterations to match the 12 montly meetings with Developer and TxDOT, per TxDOT's request)		6		12				12	30	\$4,344.00
Utility Engineering												
Utility Engineering												
	1	Engineering Activities										
		A. Utility Layout (including all existing utilities which are to remain in place or be abandoned, and all adjusted utilities) - Optional NTP by the City is required										
		B. Prepare and maintain utility conflict matrix (Submittals at 90% Roadway Design Milestones)		2	6	16		6	16		46	\$7,076.00
		C. Prepare and maintain utility conflict exhibits (Submittals 1-KMZ File & 1-Conflict Exhibit Pkg Roadway Design Milestones) -Optional NTP by the City is required										
		D. Review of proposed Utility Adjustments - Optional NTP by the City is required										
		E. Proposed Utility Layouts (1 Iteration of Roadway Design Milestone -Optional NTP by the City is required										
		F. Prepare Utility Certifications (per TxDOT's request)				4				8	12	\$1,620.00
		Prepare Special Provisions Report (Utility Management Plan) - Intentionally omitted										
Total			4	40	40	227	0	38	176	203	728	
Subtotal Labor Costs Utility Adjustment Coordination			952.00	7,360.00	6,520.00	30,645.00	0.00	6,802.00	27,456.00	27,405.00		\$107,140.00

Request per City

Request per TxDOT

TxDOT Procedures

Exhibit "C"

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer shall perform engineering services consisting of Utility Adjustment Coordination as described below.

FUNCTION CODE 130 - UTILITY COORDINATION & ENGINEERING

Utility Adjustment Coordination

Utility Adjustment Coordination shall include utility coordination meetings with individual utility companies, communication, and coordination with utilities. This contract of work is to be completed on an hourly, not to exceed limit.

1. Utility Coordination

The Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the City of Saginaw ("City") to achieve timely project notifications, and formal coordination meetings.

- A. The Utility Coordinator shall coordinate all activities with the City, or their designee, to facilitate the orderly progress and timely completion of the City design phase. The Utility Coordinator shall be responsible for the following:
 - i. Orientation. The Utility Coordinator shall prepare and present, in collaboration with City staff, instruction and orientation sessions as required by the City. The instruction shall introduce the SUE Plans, the proposed utility layout, processes, demonstrate the technology and develop plans with utilities to clear the project area.
 - ii. External Communications. The Utility Coordinator shall coordinate all activities with the City and its consultants or other contractors or representatives, as authorized by the City. The Utility Coordinator shall provide the City copies of diaries, correspondence, and other documentation of work-related communications between the Utility Coordinator, utility owners and other outside entities when requested by the City.
- B. The Utility Coordinator shall coordinate with the local utility committees including but not limited to Utility Owner management parties, City utility representatives, political or special interest parties to present a footprint and other documentation of the City's projects with represented utility companies and owners as required or requested by the City. The Utility Coordinator shall also coordinate with any other utility committees which may include county, city, or other officials, if needed or requested by the City.
- C. The Utility Coordinator shall provide the City and all affected utility companies and owners a Utility Contact List for the project with all information such as: (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Physical

addresses; (e) E-mail addresses.

D. The Utility Coordinator shall advise utility companies and owners of the general characteristics of the project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.

E. The Utility Coordinator shall provide initial project notification letters to all affected utility companies, owners, and other concerned parties, if needed or requested by the City. The Utility coordinator will be responsible to provide and obtain the following:

- i. The Utility Coordinator shall prepare and provide the Notice of Proposed Construction (NOPC). If requested by the City, the Utility Coordinator shall send the NOPC to the Utility Companies 14 to 30 days prior to the initial project meeting. The Utility Coordinator shall send NOPC form to stakeholders in the project limits to give notice of the upcoming construction project.
- ii. The Utility Coordinator shall prepare and provide the Notice of Required Accommodation (NORA) forms if the utility is found to conflict with the project. The Utility Coordinator shall ensure all appropriate documentation is sent with these forms.
- iii. The Utility Coordinator shall prepare and provide the Utility Clearance Letters of the anticipated dates by which utility facilities that conflict with the project limits will be adjusted.

F. As required, to facilitate utility conflict identification and resolution, the Utility Coordinator shall:

- i. Schedule all utility coordination meetings and ensure compatibility with the schedule of the City.
- ii. Set agenda for all coordination meetings as directed by the City.
- iii. Establish and promote the desired agenda and methodologies for utility construction within the project limits. Typical strategies include Accommodate, Mitigate, and Avoid. The agenda and methodologies may allow the construction of utilities as a part of the highway contract.

2. Coordination with Utility Companies

As required, to facilitate utility conflict identification and resolution, the Utility Coordinator shall:

A. Establish contact with all existing franchise utilities within and adjacent to the project limits and set up utility coordination meetings to discuss concepts and options for construction. Contact with municipalities to be handled by other parties.

B. Schedule all utility coordination meetings and ensure compatibility with the schedule of the City.

- i. The Utility Coordinator shall schedule, prepare meeting documents, and attend meeting with affected franchise utility owners on progress, status, and facilitation of relocation process. The Utility Coordinator will provide meeting minutes for all attendees. Meetings with municipalities will be handled by other parties.
- ii. Initial Project Meeting. The Utility Coordinator shall attend an initial meeting and an on-site inspection (when appropriate or at the request of the City) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.
- iii. The Utility Coordinator shall coordinate periodic utility design and relocation progress meetings with the City, design consultant, and the State for coordination purposes. Such meetings must commence as early as possible in the design process and continue until completion of the project. The Utility Coordinator must provide and produce meeting minutes of all meetings with said City, design consultant, and State within seven business days. The frequency of these meetings must be appropriate to the matters under discussion.

C. Utility Relocation Design Review. Work with franchise utilities to retrieve, process, and to review the utility relocation design packages intended to be submitted into the TxDOT permitting system (UIR/RULIS) and to ensure that the proposed franchise utilities: (1) follow the Texas Utility Accommodation Rules (UAR), (2) resolve identified conflicts, and (3) do not create additional conflicts with the proposed project.

- i. Assume one design package per franchise utility owner that will go through initial review and iterations up to 3 times.
- ii. Assume all SUE and existing files in CAD format are shared with CF by the City and/or developer.
- iii. Assume that the Utility Engineering party supplies CF with the CAD file of proposed utility alignments for relocations.
- iv. Assume that all municipal permits will be reviewed by the appropriate permitting agency.

D. The Utility Coordinator shall prepare and maintain a project utility relocation schedule indicating and depicting order of tasks, critical dates, milestones, deliverables, and City review requirements. The Utility Coordinator shall review the schedule monthly and provide updates regarding its progress on the schedule to the City.

Utility Engineering

Utility Engineering includes the identification of utility conflicts, coordination, compliance with the UAR and/or with City ordinance, and resolution of utility conflicts. The Utility Engineer shall coordinate all activities with the City and State, or the City's/State's designee, to facilitate the orderly progress and timely completion of the City's design phase.

1. Coordination of Engineering Activities

A. Utility Layout: The Engineer shall maintain a utility layout in the latest version of MicroStation or AutoCAD used by the State. The Engineer shall ensure this layout includes all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. The Engineer shall utilize this layout to monitor the necessity and evaluate alternatives. The Utility Engineer shall utilize the layout of existing utilities as prepared, if available, and make a determination of the following: *Optional Services NTP by the City is required.*

- i. Facilities in conflict with the proposed project that are to be relocated.
- ii. Facilities to be abandoned in place.
- iii. Facilities to remain in service and in place as a result roadway design adjustments and meeting current UAR and/or City ordinance.
- iv. The Utility Engineer shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation.
- v. The Engineer shall coordinate this information with the City immediately upon discovery.

B. The Utility Engineer must provide the City/State and all affected utility companies with a Utility Conflict Matrix (UCM) and Utility Conflict Layout. The Engineer is responsible for updating and maintain the UCM and Utility Conflict Layout throughout the project for one Milestone.

C. Utility Adjustments: For this project, all Non-Reimbursable Utility Adjustments shall be submitted into the Utility Installation Review (UIR) system by the utility company for the project. The Utility Engineer shall assist the utility company with adjustment plans preparation. The utility company should submit adjustment plans to the Utility Engineer for review. The Utility Engineer shall review permit requests including plans to ensure compliance with the UAR and ensure the Non-Reimbursable Utility Adjustments shall not conflict with highway construction. The Utility Engineer shall request the utility company submit the Non-Reimbursable Utility Adjustments including permit requests with adjustment plans into the UIR, for review. The Utility Engineer shall forward the State-approved permit to the utility company. *Optional Services NTP by the City is required.*

D. Proposed Utility Layout

The Engineer shall prepare the Proposed Utility Layout in the latest version of Microstation or AutoCAD used by the City/State that can be overlaid on the base file with drainage. The Engineer shall: *Optional Services NTP by the City is required.*

- i. Ensure that conflicts have been resolved.
- ii. Ensure all stakeholders have concurred with the various alignments.
- iii. Establish the sequence of construction for all utility relocation work whether it is included as a part of the Road Construction or not.
- iv. Determine which utilities will be as part of the contract.
- v. Determine which facilities will be relocated prior to construction.

E. Utility Certification and Special Provisions: The Utility Engineer shall submit upon request from the State, a Utility Certification or a Special Provisions report. The Utility Certification or Special Provisions report will certify that all utilities are clear for highway construction. However, if the utility adjustments are not complete prior to highway project letting, a Special Provision shall be required outlining all outstanding utility conflicts and their effects on highway construction. Furthermore, a Utility Clearance schedule, signed by the utility owner shall be provided with the certification as noted above. The formats for the Certification and the Clearance schedule will be provided by the State. *Optional Services NTP by the City is required.*

EXCLUSIONS

1. Utility Agreements for Utility Adjustments

- A. All AFA agreements will be coordinated by others. The Utility Coordinator also assumes that no Standard Utility Agreements for reimbursable interests will be required for this project.
- B. The Utility Coordinator assumes no Joint Use Agreements required for this project.

2. Utility Engineering

- A. The Utility Engineer assumes no Special Provisions report (Utility Management Plan) will be required for this project.

3. Utility Coordination of Municipal facilities

- A. Coordination of municipal related relocation and efforts to be handled by others.

DELIVERABLES

The UC deliverables for the project will consist of:

- A. Contact List of all affected utility companies and owners;

- B. Meeting Minutes and Agendas from meetings held with utility companies and the City;
- C. Weekly progress report that includes utility updates and statuses delivered to the City or their representative;
- D. Access to live project tracking reports including permit and agreement tracking through CF online data host, Smartsheets;
- E. Utility Conflict Matrix & Utility Conflict Exhibits;
 - i. Including the inventory of utilities within the project scope, detailing:
 - 1. the ownership, utility type and size (if available);
 - 2. location within the project site;
 - 3. their conflict status;
 - 4. any recommendations to the client's designers for potential conflict avoidance or mitigation opportunities; and
 - 5. preliminary clearance schedule provided by Utility Owners.
- F. Proposed Utility Alignment Plan file (in .DGN or .DWG and .PDF format) depicting the proposed alignments for utilities that require relocation and any proposed abandonments or removals of existing utilities; and
- G. Prepare Utility Certifications upon final submittal and all utilities are clear of the ROW

SCHEDULE OF WORK

It is understood that the UC schedule is heavily dependent upon several factors, including, but not limited to: the availability of project stakeholders (including utility owners, their consultants, the City, etc.), possession of ROW and easements, and construction schedules. It is anticipated that the UC and UE work will be performed over the next 10-12 months after work commences. The Utility Coordination and Engineering efforts will conclude once the utility companies have completed construction and cleared the project area. The City will provide Notice to Proceed (NTP) in writing prior to commencement of UC and UE related work.



City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Ellen Ritchie
Library Director

Agenda Items: (4)(f)

E-mail: lritchie@saginawtx.org

Phone: 817-230-0340

SUBJECT:

Action regarding Memo of Understanding for Library Courier serving the MetroShare Community of Libraries

BACKGROUND/DISCUSSION:

This MOU establishes the internal courier that serves the MetroShare Community of Libraries. The Benbrook Library District provides the courier vehicle and personnel, while each of the member libraries pay a proportionate share of the costs. The courier transports books, media, and other materials back and forth between all 11 libraries, enabling us to provide a wide variety of library materials to our patrons in a timely fashion. The MetroShare courier currently stops at the Saginaw Public Library twice a week.

FINANCIAL IMPACT:

The annual cost is \$853. Funds for this expenditure are available in the Library's budget in the General Fund.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Proposed MOU

STATE OF TEXAS

COUNTY OF TARRANT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Benbrook Library District, the City of Burleson, Texas; the City of Decatur, Texas; the City of Haltom City, Texas; the City of Haslet, Texas; the City of Keller, Texas; the City of Richland Hills, Texas; the City of Roanoke, Texas; the City of Saginaw, Texas; the City of Watauga, Texas; and the Forest Hill Library District, each governmental entities organized under the laws of the State of Texas (individually referred to as “Party” and collectively as “Parties”) effective October 1, 2022.

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

WHEREAS, the Benbrook Library District (“Benbrook”), the Cities of Burleson, Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw, and Watauga (collectively referred to herein as “the Cities”) and the Forest Hill Library District (“Forest Hill”) have entered into an MOU for the reciprocal lending of library materials (“Reciprocal Lending Agreement”); and

WHEREAS, Benbrook desires to acquire a vehicle suitable for transporting books and other library materials to other libraries participating in the Reciprocal Lending Agreement; and

WHEREAS, the Cities and Forest Hill have the need to transport books and other library materials to other libraries participating in the Reciprocal Lending Agreement.

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

I.

A. **Benbrook’s Responsibilities:** Benbrook agrees to:

1. Acquire, maintain, and insure a vehicle suitable for the transportation of books and other library materials.
2. Hire an employee whose primary responsibility will be to transport books and other library materials shared in accordance with the Reciprocal Lending Agreement to each of the Parties.
3. Use its best efforts to schedule the delivery of books and other library materials shared in accordance with the Reciprocal Lending Agreement to each of the Parties on a consistent basis in accordance with the Schedule set forth in Exhibit A attached

hereto and incorporated herein. However, Benbrook shall have no responsibility for delivering materials on days on which Benbrook is closed.

4. Provide a monthly report at the MetroShare Director's meeting regarding the services provided herein.

B. The Cities and Forest Hill's responsibilities: The Cities and Forest Hill agree to:

1. Reimburse Benbrook for (i) a proportionate share of gasoline expenses incurred by Benbrook under this MOU; and (ii) a proportionate share of the salary of the employee hired by Benbrook in accordance with Paragraph I.A.2 over and above any grant funding received from the Texas State Library and Archives Commission for this purpose. The amount to be paid by the Cities and Forest Hill is outlined in Exhibit B attached hereto and incorporated herein.
2. The payment required by paragraph I.B.1 above shall be paid within thirty (30) days of execution of this MOU.

C. Dispute Resolution: Disputes arising between the parties regarding lost materials shall be resolved by the library directors involved in the dispute. Should the Parties fail to resolve the dispute, the President of MetroShare will review the matter and issue a final determination. If the President is involved in the dispute, then the Vice President will issue a final determination.

II.

A. Term: The term of this MOU is for a period of one year beginning on October 1, 2022, and ending September 30, 2023. This MOU shall automatically renew for successive one (1) year terms unless terminated as provided in Section II.B. below.

B. Termination: Any Party to this MOU may, without stating cause or justification, terminate this MOU by giving written notice to the other Parties at least sixty (60) days in advance of the expiration of the then current Term. Upon termination, the MOU and the Parties' obligations will continue through the then current Term.

III.

Each Party shall operate hereunder as an independent contractor and not as an officer, member, trustee, agent, servant, or employee of any other Party. Each Party shall be solely responsible for the acts and omissions of its officers, members, trustees, agents, servants, and employees. No Party shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of officers, members, trustees, agents, servants, or employees of any other Party.

IV.

Nothing in this MOU shall waive any statutory or common-law immunity or defense of Benbrook, the Cities, or Forest Hill, nor shall anything contained within this MOU inure to the benefit of any third party.

V.

The persons executing this MOU are duly authorized to sign this MOU on behalf of such Party.

VI.

This MOU contains the entire agreement of the Parties with respect to the subject matter hereof. Each Party has participated in the negotiation and review of this MOU and the terms of this MOU shall not be construed against or in favor of a Party hereto merely because such Party or its counsel is a drafter of this MOU.

VII.

Unless notified otherwise in writing, all notices are required to be given to all Parties in writing and delivered in person or sent via certified mail to the other Parties at the following respective addresses:

Benbrook Representative: Director-Benbrook Public Library 1065 Mercedes St. Benbrook, TX 76126	Burleson Representative: Deputy Director-Burleson Public Library 248 S.W. Johnson Ave. Burleson, TX 76028
Decatur Representative: Director-Decatur Public Library 1700 S. Highway 51 Decatur, TX 76234	Forest Hill Representative: Director-Forest Hill Public Library 6962 Forest Hill Dr. Forest Hill, TX 76140
Haltom City Representative: Director-Haltom City Public Library 4809 Haltom Rd. Haltom City, TX 76117	Haslet Representative: Director-Haslet Public Library 100 Gammill St. Haslet, TX 76052
Keller Representative: Director-Keller Public Library 640 Johnson Rd. Keller, TX 76248	Richland Hills Representative: Director-Richland Hills Public Library 6724 Rena Dr. Richland Hills, TX 76118
Roanoke Representative: Library Manager-Roanoke Public Library 308 S. Walnut St. Roanoke, TX 76262	Saginaw Representative: Director-Saginaw Public Library 355 W. McLeroy Blvd. Saginaw, TX 76179
Watauga Representative: Director-Watauga Public Library 7109 Whitley Rd. Watauga, TX 76148	

{SIGNATURE PAGES TO FOLLOW}

EXECUTED this _____ day of _____, 2022 by the
Benbrook Library District.

BENBROOK LIBRARY DISTRICT

By: _____
Carol Hafer
President, Board of Trustees

Attest:

EXECUTED this _____ day of _____, 2022 by the
City of Burleson, Texas.

CITY OF BURLESON, TEXAS

By: _____
Bryan Langley, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Decatur, Texas.

CITY OF DECATUR, TEXAS

By: _____
Nate Mara

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Haltom City, Texas.

CITY OF HALTOM CITY, TEXAS

By: _____
Rex Phelps, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Haslet, Texas.

CITY OF HASLET, TEXAS

By: _____
Gary Hulse, Mayor

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Keller, Texas.

CITY OF KELLER, TEXAS

By: _____
Mark Hafner, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Richland Hills, Texas.

CITY OF RICHLAND HILLS, TEXAS

By: _____
Candice Edmondson, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Roanoke, Texas.

CITY OF ROANOKE, TEXAS

By: _____
Cody Petree, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Saginaw, Texas.

CITY OF SAGINAW, TEXAS

By: _____
Gabe Reaume, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Watauga, Texas.

CITY OF WATAUGA, TEXAS

By: _____
Joshua Jones, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
Forest Hill Library District.

FOREST HILL LIBRARY DISTRICT

By: _____
Dr. Nicole Johnson
President, Board of Trustees

ATTEST:

EXHIBIT A

Route

The Benbrook Van will be leaving Benbrook and traveling to the following stops on Mondays and Fridays:

From	To	Mileage	Travel Time
Benbrook	Burleson	17.2	20
Burleson	Keller	33	50
Keller	Decatur	35.3	50
Decatur	Benbrook	50.2	60

The Benbrook Van will be leaving Benbrook and traveling to the following stops on Tuesdays and Thursdays:

From	To	Mileage	Travel Time
Benbrook	Burleson	17.2	20
Burleson	Forest Hill	12.2	15
Forest Hill	Richland Hill	14.4	25
Richland Hill	Haltom City	3.6	10
Haltom City	Watauga	3.8	10
Watauga	Keller	5.6	15
Keller	Roanoke	4.6	15
Roanoke	Haslet	9.2	20
Haslet	Saginaw	10.7	25
Saginaw	Benbrook	17.6	25

This route is subject to change with notice.

Library Closings

On the days that Benbrook Library is closed, no deliveries will be made. These are the following days for FY23:

Thursday, November 24th
Friday, November 25th
Friday, December 23rd
Monday, December 26th

Monday, January 2nd
Monday, May 29th
Tuesday, July 4th
Monday, September 4th

Benbrook will decide if the weather is not fit for driving. If the days can be made up for inclement weather, they will be made up on Wednesday. If a partner library will be closed for a day, then they will need to let Benbrook Library know when possible.

EXHIBIT B

The following amounts will be paid by each Party, including the \$468 cost of gas.

	% of 2021 Budget budget		Gas	Courier Yr 1	TOTAL
Benbrook					
Burleson	\$ 1,326,038	17%	\$468	\$813	\$ 1,281
Forest Hill	\$ 313,948	4%	\$468	\$193	\$ 661
Richland					
Hills	\$ 376,848	5%	\$468	\$231	\$ 699
Haltom					
City	\$ 975,513	13%	\$468	\$598	\$ 1,066
Keller	\$ 1,653,429	22%	\$468	\$1,014	\$ 1,482
Roanoke	\$ 613,383	8%	\$468	\$376	\$ 844
Decatur	\$ 552,072	7%	\$468	\$339	\$ 807
Haslet	\$ 330,354	4%	\$468	\$203	\$ 671
Saginaw	\$ 627,404	8%	\$468	\$385	\$ 853
Watauga	\$ 811,846	11%	\$468	\$498	\$ 966
TOTALS	\$ 7,580,835	100%	\$4680	\$4,650	\$ 9,330



City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Doug Spears
Fire Chief

Agenda Items: (5)

E-mail: dougspears@saginawfire.us

Phone: 817-232-0412

SUBJECT:

Introduction of new Emergency Management Coordinator - Jennifer Nieder

BACKGROUND/DISCUSSION:

Introduction of our new Emergency Management Coordinator Jennifer Nieder. Jennifer started with us on the 23rd so we want to take opportunity to introduce her to City Council.

Jennifer has a Bachelor's Degree in Emergency Management, has served in the U.S. Navy and has previously worked as a Licensed Practical Nurse or LPN.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Janice England
City Secretary

Agenda Items: (7)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Election of Mayor Pro-Tem

BACKGROUND/DISCUSSION:

Each year following the election, the City Council must choose one of its members to serve as Mayor Pro-Tem.

This item was tabled at the May 16, 2023 City Council Meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Janice England
City Secretary

Agenda Items: (8)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Consideration and Action regarding Appointment of Councilmember Edwards to Crime Control and Prevention District Board of Directors

BACKGROUND/DISCUSSION:

The members of the City Council serve as the Crime Control and Prevention District (CCPD) Board of Directors. The purpose of this item is to take action to remove former Councilmember Tucker from the CCPD Board of Directors and to appoint Councilmember Edwards to the CCPD Board of Directors.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the removal of former Councilmember Tucker and the appointment of Councilmember Edwards to the Crime Control and Prevention District Board of Directors.



City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Janice England
City Secretary

Agenda Items: (9)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Consideration and Action regarding Appointment of Councilmember Edwards to Tax Increment Reinvestment Zone No. 1 Board of Directors

BACKGROUND/DISCUSSION:

The members of the City Council serve on the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board of Directors (along with a representative of Tarrant County and the Tarrant County College District). The purpose of this item is to remove former member Tucker from the TIRZ No. 1 Board of Directors and to appoint Councilmember Edwards to the TIRZ No. 1 Board of Directors.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the removal of former Councilmember Tucker and the appointment of Councilmember Edwards to the TIRZ No. 1 Board of Directors.



City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Melanie McManus
Director of Human Resources

Agenda Items: (10)

E-mail: mmcmanus@saginawtx.org

Phone: 817-230-0330

SUBJECT:

Consideration and Action regarding the 2023 Employee Survey - Work Plan Project

BACKGROUND/DISCUSSION:

The employee survey is part of the 2023 Work Plan Project list adopted by City Council at the February 21, 2023 council meeting. In order to get the best, unbiased, honest responses by employees, staff recommends to hire a third party to conduct the survey. OnPointe Insights was the company that conducted the 2022 Citizen Survey and staff recommends hiring them to conduct the employee survey.

OnPointe Insights has provided a suggested survey that was sent out to Councilmembers for feedback. During the May 2, 2023 City Council Meeting, Council tabled this item to give feedback to the potential vendor. Staff is bringing this item back to recommend to City Council to approve the contract with OnPointe Insights prior to sending them the feedback questions from Council.

FINANCIAL IMPACT:

\$4,000 from Fund Balance

RECOMMENDATION:



City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Randy Newsom
Director of Public Works

Agenda Items: (11)

E-mail: newsom@saginawtx.org

Phone: 8172300448

SUBJECT:

Consideration and Action regarding Award of Bid for the Saginaw Kiwanis Veterans Memorial Relocation

BACKGROUND/DISCUSSION:

Bids for the Saginaw Kiwanis Veterans Memorial Relocation were opened on May 25, 2023. See attached letter and bid tabulation sheet from Laura Presley of Kimley-Horn & Associates. After review of the bids, Cole Construction, Inc. was determined to be the lowest responsive bidder. Their base bid is \$207,443 with an alternate bid in the amount of \$26,452 for a total bid of \$233,895. The alternate bid includes replacement footers if needed for the monument signs. It's possible that this will not be needed but it can't be determined until we begin the relocation.

FINANCIAL IMPACT:

The financial impact will be \$233,895. Funds in the amount of \$245,000 including \$45,000 for the Kimley-Horn IPO were approved on October 18, 2022. The balance of \$33,895 will come from unobligated Park Bond Funds.

RECOMMENDATION:

Staff recommends approval of award of the bid to Cole Construction, Inc. as presented.

ATTACHMENTS:

Description

KHA Letter & Bid Tabulation Sheet



May 31, 2023

Mr. Randy Newsom
City of Saginaw
205 Brenda Lane
Saginaw, TX 76179

Re: Bid Results
Kiwanis Veterans Memorial Relocation

Dear Mr. Newsom:

On May 25, 2023, Saginaw received bids for the Kiwanis Veterans Memorial Relocation project. The following bid proposals were received:

Contractor	Total Base Bid
Capko Concrete Structures, LLC	\$231,110.00
Cole Construction, Inc.	\$207,443.00
The Fain Group, Inc.	\$317,992.60
C. Green Scaping, LP	\$225,721.00
GRod Construction, LLC	\$320,201.50
RLM EarthCo	\$286,292.65

Kimley-Horn and Associates, Inc. has reviewed the lowest bidder's qualifications and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews, it appears that Cole Construction, Inc. is the lowest responsive bidder.

Enclosed is a copy of the bid tabulation for your reference. Kimley-Horn's final OPCC for this project was \$265,000.

Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE No. F-928

Laura Presley, P.L.A.

Enclosure

Copy to: Mr. Gabe Reaume, City Manager, City of Saginaw

CHECKED BY:

Laura Presley
 Laura Presley, PLA 5/30/2023

Owner: City of Saginaw

Job No.: 061003160

Project: Saginaw Kiwanis Veterans Memorial Relocation

Date: May 30, 2023

				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6	
				Capko Concrete Structures, LLC		Cole Construction Inc.		The Fain Group, Inc.		C. Green Scaping, LP		GRod Construction LLC		RLM EarthCo	
				P. O. Box 426		10315 Alta Vista Road		2500 Great Southwest Parkway		2401 Handley Edenville Road		889 E. Rock Island Avenue		1150 Blue Mound Road W. Ste. 304	
				Azle, TX 76098		Fort Worth, TX 76244		Fort Worth, TX 76106		Fort Worth, TX 76118		Boyd, TX 76023		Fort Worth, TX 76052	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid															
1	Memorial Monument Relocation & Installation; Relocate 5 monuments, 1 lectern, 1 bench; Includes all necessary elements for removal, hauling, storage, and installation	1	LS	\$10,000.00	\$10,000.00	\$44,000.00	\$44,000.00	\$8,700.00	\$8,700.00	\$15,400.00	\$15,400.00	\$28,000.00	\$28,000.00	\$7,990.00	\$7,990.00
2	Reinforced Concrete Footings, 3 flagpoles	2	CY	\$1,250.00	\$2,500.00	\$824.00	\$1,648.00	\$1,500.00	\$3,000.00	\$4,170.00	\$8,340.00	\$900.00	\$1,800.00	\$3,679.50	\$7,359.00
3	Relocated Memorial Pavers	90	SF	\$25.00	\$2,250.00	\$19.00	\$1,710.00	\$80.00	\$5,400.00	\$68.00	\$6,120.00	\$87.00	\$7,830.00	\$69.41	\$6,246.90
4	New Memorial Pavers, Sand Setting Bed, Plaza	55	SF	\$40.00	\$2,200.00	\$44.00	\$2,420.00	\$52.00	\$2,860.00	\$38.00	\$2,090.00	\$75.00	\$4,125.00	\$36.49	\$2,006.95
5	Standard Concrete Sidewalk	1,430	SF	\$15.00	\$21,450.00	\$8.00	\$11,440.00	\$15.00	\$21,450.00	\$7.70	\$11,011.00	\$12.00	\$17,160.00	\$20.29	\$29,014.70
6	Stamped Concrete Sidewalk	91	SY	\$180.00	\$16,380.00	\$122.00	\$11,102.00	\$220.00	\$20,020.00	\$114.00	\$10,374.00	\$275.00	\$25,025.00	\$205.46	\$18,696.86
7	Demolition and Removals	1	LS	\$7,000.00	\$7,000.00	\$6,600.00	\$6,600.00	\$27,500.00	\$27,500.00	\$23,900.00	\$23,900.00	\$6,000.00	\$6,000.00	\$10,888.00	\$10,888.00
8	Site Drainage	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$14,700.00	\$14,700.00	\$3,534.00	\$3,534.00	\$8,300.00	\$8,300.00	\$7,606.00	\$7,606.00
9	Fine Grading and Earthwork	1	LS	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$16,100.00	\$16,100.00	\$7,102.00	\$7,102.00	\$19,500.00	\$19,500.00	\$11,946.00	\$11,946.00
10	Memorial Bench	1	EA	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00	\$8,900.00	\$8,900.00	\$12,400.00	\$12,400.00	\$7,500.00	\$7,500.00	\$12,503.00	\$12,503.00
11	Powder-Coated Bench	7	EA	\$3,200.00	\$22,400.00	\$2,600.00	\$18,200.00	\$2,400.00	\$16,800.00	\$3,125.00	\$21,875.00	\$3,600.00	\$25,200.00	\$3,113.57	\$21,794.99
12	Powder-Coated Picnic Table	1	EA	\$4,000.00	\$4,000.00	\$7,200.00	\$7,200.00	\$4,200.00	\$4,200.00	\$4,335.00	\$4,335.00	\$5,200.00	\$5,200.00	\$4,258.00	\$4,258.00
13	Heroes Memorial Park Sign	1	LS	\$7,000.00	\$7,000.00	\$4,400.00	\$4,400.00	\$5,800.00	\$5,800.00	\$3,800.00	\$3,800.00	\$17,000.00	\$17,000.00	\$15,264.00	\$15,264.00
14	McLeroy Park Sign	1	LS	\$5,000.00	\$5,000.00	\$2,800.00	\$2,800.00	\$920.00	\$920.00	\$650.00	\$650.00	\$875.00	\$875.00	\$1,613.00	\$1,613.00
15	Mobilization	1	LS	\$24,000.00	\$24,000.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$10,500.00	\$10,500.00	\$55,000.00	\$55,000.00	\$30,956.00	\$30,956.00
16	Large Canopy Trees, 3" Caliper	5	LS	\$2,000.00	\$10,000.00	\$1,160.00	\$5,800.00	\$2,800.00	\$14,000.00	\$2,240.00	\$11,200.00	\$5,100.00	\$25,500.00	\$2,033.80	\$10,169.00
17	Groundcover	21	EA	\$100.00	\$2,100.00	\$52.00	\$1,092.00	\$28.00	\$588.00	\$17.00	\$357.00	\$35.00	\$735.00	\$65.38	\$1,372.98
18	Common Bermuda Sod	16,350	SF	\$2.00	\$32,700.00	\$0.70	\$11,445.00	\$2.20	\$35,970.00	\$0.60	\$9,810.00	\$0.75	\$12,262.50	\$0.92	\$15,042.00
19	Irrigation System	1	LS	\$25,000.00	\$25,000.00	\$24,000.00	\$24,000.00	\$67,400.00	\$67,400.00	\$39,600.00	\$39,600.00	\$35,000.00	\$35,000.00	\$34,000.00	\$34,000.00
20	Hardwood Mulch	63	SF	\$10.00	\$630.00	\$2.00	\$126.00	\$4.20	\$264.60	\$1.00	\$63.00	\$3.00	\$189.00	\$13.02	\$820.26
21	Accent Lighting	2	EA	\$5,000.00	\$10,000.00	\$1,200.00	\$2,400.00	\$4,900.00	\$9,800.00	\$1,680.00	\$3,360.00	\$1,100.00	\$2,200.00	\$3,254.00	\$6,508.00
22	Wiring & Circuitry	1	LS	\$5,000.00	\$5,000.00	\$1,860.00	\$1,860.00	\$6,420.00	\$6,420.00	\$9,100.00	\$9,100.00	\$3,200.00	\$3,200.00	\$6,637.00	\$6,637.00
23	Flagpoles	3	EA	\$2,500.00	\$7,500.00	\$4,900.00	\$14,700.00	\$2,400.00	\$7,200.00	\$3,600.00	\$10,800.00	\$4,200.00	\$12,600.00	\$7,866.67	\$23,600.01
Total Base Bid					\$231,110.00		\$207,443.00		\$317,992.60		\$225,721.00		\$320,201.50		\$286,292.65
Alternate Bid															
24	Concrete encasement for 5 monuments, 1 lectern, 1 bench	34	CY	\$1,500.00	\$51,000.00	\$778.00	\$26,452.00	\$720.00	\$24,480.00	\$514.00	\$17,476.00	\$900.00	\$30,600.00	\$331.24	\$11,262.16
Total Alternate Bid					\$51,000.00		\$26,452.00		\$24,480.00		\$17,476.00		\$30,600.00		\$11,262.16
Grand Total Base + Alternate Bid					\$282,110.00		\$233,895.00		\$342,472.60		\$243,197.00		\$350,801.50		\$297,554.81



City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Larry Little
Chief Building Official

Agenda Items: (12)

E-mail: llittle@saginawtx.org

Phone: 817-230-0457

SUBJECT:

Presentational overview of the Building and Code Compliance Departments

BACKGROUND/DISCUSSION:

The Building and Code Compliance Departments have a wide range of responsibilities and duties all with the primary objective of ensuring a safe and vibrant community.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



City of Saginaw

Meeting Date: 6/6/2023

Staff Contact: Kim Quin
Finance Director

Agenda Items: (13)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

FY2023/2024 Budget Workshop

BACKGROUND/DISCUSSION:

Budget preparation has begun for the 2023/2024 fiscal year. Presentations will be made to the City Council throughout the spring and summer to review and discuss issues pertinent to the budget.

FINANCIAL IMPACT:

Items discussed may impact the FY 2023/2024 Proposed Budget.

RECOMMENDATION:

This is a workshop to discuss budget issues. No action will be taken.