



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 – May 16, 2023

ITEM:

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

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

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 Saginaw City Council at the October 18, 2022 meeting. The proposed agreement was not available at the time the meeting packet was prepared last October 2022. Therefore, we are bringing this back to you at this meeting for official approval.

FINANCIAL IMPACT:

The financial impact is not to exceed \$25,000 and will be paid from account 01-6141-1300 (Economic Development Incentive).

RECOMMENDATION

Staff recommends approval of the 380 Economic Development Incentive Agreement with Blazing Hospitality (as originally approved at the October 18, 2022 City Council Meeting).

ATTACHMENTS:

- 380 Economic Development Incentive Agreement with Blazing Hospitality
- Copy of October 18, 2022 Agenda
- Copy of October 18, 2022 Minutes (page 7 of 14)

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 fluid and cursive, with the first name "Keith" being more prominent.

Keith C. Rinehart, Director of Community & Economic Development

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SAGINAW, TEXAS AND SP SA DEVELOPMENT, LLC**

This CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into by and between the CITY OF SAGINAW, TEXAS, a Texas municipal corporation within Tarrant County, Texas (“City”), and SP SA DEVELOPMENT, LLC a Texas limited liability company (“Developer”), each of which may be singularly referred to as “Party” and jointly referred to as “Parties,” acting by and through their respective authorized officers and representatives, for the purposes and considerations stated below:

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code (“Chapter 380”), an incentive to Developer to develop land wholly located within the City limits for a restaurant or coffee shop; and

WHEREAS, Developer owns property located at 1005 N. Saginaw Blvd., Saginaw, Tarrant County, Texas, (the “Property”) upon which is located a dilapidated structure; and

WHEREAS, to develop the Property, the existing structure must be demolished; and

WHEREAS, the Parties agree that the Development contemplated herein has been proposed by Developer and is being incentivized herein by the City because of the anticipated benefit to the general public by establishing a viable business on the Property; and

WHEREAS, the City has the discretionary authority under Article 52-a of the Texas Constitution and Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and through which stimulates business and commercial activity within the City; and

WHEREAS, the City Council finds and determines that making economic development Grant Payment to Developer in accordance with this Agreement will further the objectives of the City, benefit the City and the City’s inhabitants, and promote economic development and stimulate business and commercial activity in the City.

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

**SECTION 1.
FINDINGS INCORPORATED**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. PROGRAM AND TERM

- 2.1 Program. Pursuant to Section 380.001 of the Texas Local Government Code, a program is hereby established for the development of the Property to demolish substandard and outdated structures in the City for the reasons set forth in the recitals, and to encourage new, quality development. The terms of this Agreement shall implement the program.
- 2.2 Term. The term of this Agreement shall begin on the Effective Date and will continue until all obligations of each Party are completed.

SECTION 3. DEFINITIONS

For purposes of this Agreement, the following words shall have the meanings ascribed:

BANKRUPTCY OR INSOLVENCY means the dissolution or termination (other than a dissolution or termination by reason of Developer merging with an affiliate) of Developer's existence as a going business, insolvency, appointment of receiver for any part of Developer's property and such appointment is not terminated within 60 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within 60 days after the filing thereof.

CERTIFICATE OF OCCUPANCY means a certificate issued by the City certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for human occupancy.

DEMOLITION means the demolition of the current structure located on the Property.

DEVELOPMENT means the demolition of the structure located on the Property so that a more desirable business or restaurant can be located there.

EFFECTIVE DATE means the date set forth in Section 9 of this Agreement.

FORCE MAJEURE means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless cause by the intentionally wrongful acts of omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

GRANT PAYMENT means a payment of up to Twenty-Five Thousand Dollars (\$25,000.00) to reimburse Developer for demolishing the current structure located on the Property.

IMPOSITIONS 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 Developer or any property or any business owned by Developer within the City.

PROPERTY means the property on which the Development is located, as depicted in “Exhibit A.”

SECTION 4. OBLIGATIONS OF DEVELOPER

The obligation of City to provide a Grant Payment shall be conditioned upon the compliance and satisfaction by Developer of the terms and conditions of the Agreement and each of the conditions set forth herein:

- 4.1 Conditions of Grant Payment. In consideration of City agreeing to pay Developer the Grant Payment in accordance with the terms, provisions and conditions of this Agreement, Developer agrees to the following, which are not obligations of Developer, but are conditions that must be fulfilled in order to receive the Grant Payment:
- (A) Demolish the structure located on the Property no later than July 31, 2023.
 - (B) Provide documentation satisfactory to the City showing the cost of the Demolition.
 - (C) Remain current and paid on all Impositions, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.
- 4.2 Good Standing. Developer shall not have an uncured breach or default of this Agreement or any other agreement between the Parties concerning the Development and shall be solely responsible for the payment of all fees and for securing all permits necessary for construction of the Development. For all portions of the Property owned by Developer, all ad valorem taxes owed to the City or other jurisdiction for the Property are to remain current.

SECTION 5. OBLIGATIONS OF CITY

- 5.1 Grant Payment. Provided Developer is in compliance with each material term of this Agreement and has provided documentation satisfactory to the City showing the cost of the Demolition, the City will make a Grant Payment in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) to reimburse Developer for the cost of the Demolition.
- 5.2 Default. Should Developer fail to demolish the structure by the date required in Section 4, this Agreement shall terminate and the City shall have no obligation to make the Grant Payment.

SECTION 6. TERMINATION; OFFSET

- 6.1 Termination. This Agreement terminates at the end of the Term, and may, prior to the Expiration Date, be terminated upon any one or more of the following:
- (A) by mutual written agreement of the Parties;
 - (B) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
 - (C) should any written warranty, representation or statement made or furnished to City by Developer under this Agreement or any document(s) related hereto furnished to the City is/are false or misleading in any material respect, either now or at the time made or furnished, and the furnishing Party fails to cure same within thirty (30) days after written notice from the receiving Party describing the violation, or if such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence;
 - (D) upon written notice by City, if any Impositions owed to City or the State of Texas by Developer shall have become delinquent (provided, however, Developer retains the right to timely and properly protest and contest any such taxes or Impositions);
 - (E) upon written notice by City, if Developer suffers an event of Bankruptcy or Insolvency; or
 - (F) upon written notice by either Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.
- 6.2 Offsets. City may, at its option, offset any amounts due and payable to Developer under this Agreement against any debt (including taxes) lawfully due to City, from Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt in question has been reduced to judgment by a court.

SECTION 7. INDEMNIFICATION

- 7.1 **DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AND EMPLOYEES AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS**

SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS OR EMPLOYEES, ARISING OUT OF DEVELOPER'S PERFORMANCE OF THIS AGREEMENT; PROVIDED, HOWEVER, IN NO EVENT WILL DEVELOPER HAVE ANY SUCH INDEMNIFICATION OBLIGATION FOR ANY CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR CAUSED BY THE SOLE NEGLIGENCE, SOLE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY OTHER SOLE ACT OR OMISSION OF THE CITY OR ITS OFFICERS OR EMPLOYEES. NOTHING IN THIS PARAGRAPH MAY BE CONSTRUED AS WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY AND DEVELOPER, THE RESPONSIBILITY, IF ANY, OF DEVELOPER TO INDEMNIFY THE CITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

- 7.2 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. The City, their past, present and future officers, elected officials, directors, employees and agents of the City does not assume any responsibility to any third party in connection with Developer's construction of the Development.

SECTION 8. MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this Agreement:

- 8.1 Amendments. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of all Parties.
- 8.2 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Tarrant County, Texas.
- 8.3 Assignment; Conveyance of the Property. This Agreement may not be assigned without the express written consent of all of the other Parties.
- 8.4 Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto and upon any successor or approved assignee of Developer. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on Developer's behalf has full authority to execute this Agreement and bind it to the same.

- 8.5 Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- 8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- 8.7 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No other understanding, oral or otherwise, in direct conflict with this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment. Neither Party is relying on any statement, representation, nor warranty of the other Party not expressly set out in this Agreement. Each of the undersigned authorized representatives of the Parties warrants and represents and does hereby state and represent that no promise or agreement which is not herein expressed has been made to him or her in executing this Agreement, and that none of us is relying upon any statement or representation of any agent of the Parties. Each Party is relying on his or her own judgment and each Party has been represented by independent counsel of its choosing.
- 8.8 Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed.
- 8.9 Further Acts and Releases. The Parties agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.
- 8.10 Governmental Powers; Waiver of Immunity. By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities or rights.
- 8.11 No Third Party Beneficiaries. The performance of the respective obligations of the Parties under this Agreement are not intended to benefit any party other than the City or Developer except as expressly provided otherwise herein. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.
- 8.12 Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or

by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If intended for City, to:

City of Saginaw
333 West McLeroy Blvd.
Saginaw, Texas 76179
Attn: City Manager
Facsimile: (817) 332-4644

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Bryn Meredith
Facsimile: (817) 332-4740

If intended for Developer, to:

SP SA Development
4940 N. Tarrant Parkway
Fort Worth, Texas 76244
Attn: Smit Shaw
Facsimile: _____

With a copy to:

Attn: _____
Facsimile: _____

- 8.13 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall any Party be an agent, representative, trustee or fiduciary of the other. No Party shall have any authority to bind any other Party to any agreement.
- 8.14 Severability. The Parties declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms. The Parties explicitly agree that this Clause 8.14 does not apply if the unenforceability relieves one Party from substantially all of its duties and obligations under this Agreement.
- 8.15 Time is of the Essence. Subject to the terms contained herein, time is of the essence in the performance of this Agreement.
- 8.16 Compliance with Law. All aspects of the construction and development of the Development shall be in substantial conformance with applicable state, federal and local laws.
- 8.17 Inspection. The City shall have access at all times to inspect construction of the Development.
- 8.18 No Alteration of Development Regulations. This Agreement is not intended to and does not waive or alter any development requirement imposed by City ordinances, City development regulations or other law.

- 8.19 Undocumented Workers. As required by Subchapter B of Chapter 2264 of the Texas Government Code, Developer certifies that to Developer's knowledge it does not and will not knowingly employ an undocumented worker. If after receiving a Grant Payment set forth in this Agreement Developer is convicted under 8 USC Section 1324(a)(6), Developer shall repay the amount of the Grant Payment (or portion that he has received) plus 10% interest not later than the 120th day after the date the City notifies Developer of the violation. Developer is not liable for a violation of this Section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.
- 8.20 Rough Proportionality; Nexus. Developer acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation and dedication are related both in nature and extent to the impact of the Development. Developer waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Development.
- 8.21 Gift to Public Servant. Each Party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other Party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditures made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.
- 8.22 Interpretation. This Agreement shall not be construed against the drafting Party.
- 8.23 Limitation of Liability. In no event will either Party be liable to the other Party for any indirect, special, punitive, or exemplary damages.
- 8.24 Expedited Permit Review. The City agrees to expedite the review of any permits submitted by Developer related to the project that is the subject of this Agreement.
- 8.25 Anti-Boycott Verifications. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

For purposes of this paragraph, Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

- 8.26 Iran, Sudan and Foreign Terrorist Organizations. Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law and excludes Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. For purposes of this paragraph, Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.
- 8.27 Fossil Fuels Boycott Verification. As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Developer hereby verifies that Developer, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code, as amended.
- 8.28 Firearms Discrimination Verification. As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, SB 19), as amended, Developer hereby verifies that Developer, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

SECTION 9. EFFECTIVE DATE.

This Agreement shall become effective upon the execution of the Agreement by all Parties.

Executed by the parties to be effective on the Effective Date.

CITY OF SAGINAW, TEXAS

Todd Flippo, Mayor

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 2023
by Todd Flippo, the Mayor of the City of Saginaw, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

SP SA DEVELOPMENT, LLC

Smit Shaw, Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023 by
Smith Shaw, the manager of SP SA Development, LLC, a Texas limited liability company, on
behalf of such entity.

(SEAL)

Notary Public, State of Texas

EXHIBIT A

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, October 18, 2022

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 Michael Orr, Saginaw Church of Christ

(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, September 20, 2022--Janice England, City Secretary

(b) Action regarding Recommendation from Advisory Recreation and Parks Board for Early Weather Warning System--Randy Newsom, Director of Public Works

- (c)** Action regarding Recommendation from Advisory Recreation and Parks Board for Relocation of Kiwanis Veterans Memorial Park--Randy Newsom, Director of Public Works
- (d)** Action regarding Recommendation from Advisory Recreation and Parks Board for the Purchase of a Christmas Tree--Randy Newsom, Director of Public Works
- (e)** Action regarding Approval of Interlocal Agreement with Tarrant County for Construction of an Earthen Berm at Highland Station Park--Randy Newsom, Director of Public Works
- (f)** Action regarding Funding Interlocal Agreement with Tarrant County for FM 156 at Industrial Avenue Intersection Improvements (Construction Phase)--Randy Newsom, Director of Public Works
- (g)** Action regarding Authorization of an Interlocal Agreement with the City of Fort Worth for Intersection Improvements for FM 156 at Industrial Avenue/Cantrell Sansom Road--Randy Newsom, Director of Public Works
- (h)** Action regarding Authorization of Task 2 to Professional Services Agreement with Cobb, Fendley & Associates, Inc. to provide Right-of-Way Services for the FM 156 at Industrial Avenue Intersection Project (CSJ # 0718-02-076)--Randy Newsom, Director of Public Works
- (i)** Consideration and Action regarding a Chapter 380 Economic Development Incentive Agreement with Blazing Hospitality (1005 N. Saginaw Blvd)--Keith Rinehart, Director of Community & Economic Development
- (j)** Action regarding Aquatic Center Repairs and Renovations--Keith Rinehart, Director of Community & Economic Development
- (k)** Action regarding New Fire Engine Purchase--Doug Spears, Fire Chief
- (l)** Action regarding Contract Renewal with Tarrant County Emergency Services District #1 for 2022-2023--Doug Spears, Fire Chief
- (5)** Proclamation--Banjul, Texas Day & Introduction of Guests from Sister City Banjul, The Gambia--Todd Flippo, Mayor
- (6)** Award Recognition: Texas Municipal League Excellence in Management Innovation Award & Texas Municipal League Excellence in Communication Award--Todd Flippo, Mayor
- (7)** Consideration and Action regarding Recommendation from Planning and Zoning Commission regarding Site Plan for Senior Living at Saginaw Phase 3

on 2.987 acres out of the Alexander F. Albright Survey, Abstract No. 1849, more commonly known as 816 W. McLeroy Blvd.--Anand Patel, Journey Capital

- (8) Consideration and Action regarding Recommendation from Planning and Zoning Commission regarding Preliminary Plat for Victory Shops Saginaw, Tracts 1 (Tracts 3C/3E per TAD) and 2 (Tract 1 per TAD), 76.61 acres out of the J. Walker Survey, Abstract No. 1602 and the J.A. Bradford Survey, Abstract No. 183--Will Winkelmann, P.E., Winkelmann & Associates
- (9) PUBLIC HEARING -Consideration and Action regarding Ordinance No. 2022-18, amending the City's Drainage Utility System Schedule of Charges--Kim Quin, Finance Director
- (10) Consideration and Action regarding Recommendation from Advisory Recreation and Parks Board for Saginaw Switchyard Expansion--Randy Newsom, Director of Public Works
- (11) Consideration and Action regarding an Economic Development Agreement by and between the City of Saginaw, Texas and Triton Saginaw, LLC for the sale and development of real property located at 400 S. Saginaw Boulevard and 405 S. Belmont Street--Keith Rinehart, Director of Community & Economic Development
- (12) Consideration and Action regarding Appointments: a. Animal Shelter Advisory Committee; b. Advisory Recreation and Parks Board; and c. Board of Adjustment--Nicky Lawson, Councilmember
- (13) Consideration and Action regarding Ordinance No. 2022-08, Carport Regulation Amending Ordinance (Public Hearing was held on 8/16/2022)--Doug Spears, Fire Chief and Larry Little, Chief Building Official
- (14) Consideration and Action regarding a contract with OnPointe Insights to conduct the Citywide Customer Satisfaction Survey--Pedro Zambrano, Communications Manager
- (15) Discussion - Saginaw Home Improvement Program (SHIP)--Doug Spears, Fire Chief; Larry Little, Chief Building Official; and Salvador Gonzalez, Management Analyst
- (16) **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

(17) Adjournment--Todd Flippo, Mayor

City Council Agenda

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- (f) Action regarding Funding Interlocal Agreement with Tarrant County for FM 156 at Industrial Avenue Intersection Improvements (Construction Phase)--Randy Newsom, Director of Public Works
- (g) Action regarding Authorization of an Interlocal Agreement with the City of Fort Worth for Intersection Improvements for FM 156 at Industrial Avenue/Cantrell Sansom Road--Randy Newsom, Director of Public Works
- (h) Action regarding Authorization of Task 2 to Professional Services Agreement with Cobb, Fendley & Associates, Inc. to provide Right-of-Way Services for the FM 156 at Industrial Avenue Intersection Project (CSJ # 0718-02-076)--Randy Newsom, Director of Public Works
- (i) Consideration and Action regarding a Chapter 380 Economic Development Incentive Agreement with Blazing Hospitality (1005 N. Saginaw Blvd)--Keith Rinehart, Director of Community & Economic Development
- (j) Action regarding Aquatic Center Repairs and Renovations--Keith Rinehart, Director of Community & Economic Development
- (k) Action regarding New Fire Engine Purchase--Doug Spears, Fire Chief
- (l) Action regarding Contract Renewal with Tarrant County Emergency Services District #1 for 2022-2023--Doug Spears, Fire Chief
- (5) Proclamation--Banjul, Texas Day & Introduction of Guests from Sister City Banjul, The Gambia--Todd Flippo, Mayor
- (6) Award Recognition: Texas Municipal League Excellence in Management Innovation Award & Texas Municipal League Excellence in Communication Award--Todd Flippo, Mayor
- (7) Consideration and Action regarding Recommendation from Planning and Zoning Commission regarding Site Plan for Senior Living at Saginaw Phase 3

on 2.987 acres out of the Alexander F. Albright Survey, Abstract No. 1849, more commonly known as 816 W. McLeroy Blvd.--Anand Patel, Journey Capital

- (8) Consideration and Action regarding Recommendation from Planning and Zoning Commission regarding Preliminary Plat for Victory Shops Saginaw, Tracts 1 (Tracts 3C/3E per TAD) and 2 (Tract 1 per TAD), 76.61 acres out of the J. Walker Survey, Abstract No. 1602 and the J.A. Bradford Survey, Abstract No. 183--Will Winkelmann, P.E., Winkelmann & Associates
- (9) PUBLIC HEARING -Consideration and Action regarding Ordinance No. 2022-18, amending the City's Drainage Utility System Schedule of Charges--Kim Quin, Finance Director
- (10) Consideration and Action regarding Recommendation from Advisory Recreation and Parks Board for Saginaw Switchyard Expansion--Randy Newsom, Director of Public Works
- (11) Consideration and Action regarding an Economic Development Agreement by and between the City of Saginaw, Texas and Triton Saginaw, LLC for the sale and development of real property located at 400 S. Saginaw Boulevard and 405 S. Belmont Street--Keith Rinehart, Director of Community & Economic Development
- (12) Consideration and Action regarding Appointments: a. Animal Shelter Advisory Committee; b. Advisory Recreation and Parks Board; and c. Board of Adjustment--Nicky Lawson, Councilmember
- (13) Consideration and Action regarding Ordinance No. 2022-08, Carport Regulation Amending Ordinance (Public Hearing was held on 8/16/2022)--Doug Spears, Fire Chief and Larry Little, Chief Building Official
- (14) Consideration and Action regarding a contract with OnPointe Insights to conduct the Citywide Customer Satisfaction Survey--Pedro Zambrano, Communications Manager
- (15) Discussion - Saginaw Home Improvement Program (SHIP)--Doug Spears, Fire Chief; Larry Little, Chief Building Official; and Salvador Gonzalez, Management Analyst
- (16) **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

(17) Adjournment--Todd Flippo, Mayor

Posted:

Date: 10-14-2022

Time: 9:30am

By: [Signature]

Removed:

Date: 10-19-2022

Time: 8:15am

By: [Signature]

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 WEST MCCLEROY BLVD.
OCTOBER 18, 2022**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Paul Felegy
Councilmember	Nicky Lawson
Councilmember	Charles Tucker
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
City Secretary	Janice England
Police Chief	Russell Ragsdale
Fire Chief	Doug Spears
Director of Public Works	Randy Newsom
Dir. of Comm. & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Communications Manager	Pedro Zambrano
Police Officer	Gonzalez
Chief Building Official	Larry Little
Planning Manager	Susy Victor-Trevino
Management Analyst	Salvador Gonzalez
Management Analyst	Abdulai Jarju
Management Analyst	Ayoub Kahondogoro
Management Intern	Aabid Rajwani

Absent from the meeting:

Councilmember	Cindy Bighorse
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Visitors at the meeting:

Brack St. Clair	Conor Croney
Liz Ruiz	Antony McCallum
Michael Orr	Kelly Stewart
Andy Patel	Kay Curro
Mike Karns	Cannon Karns
Doug Hipkind	Will Winkelmann

Bill McMahon
Kevin Pantoja
Damon Ing

Martin Adler
Jerry Young
Dr. Zarina Blankenbaker

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

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

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, September 20, 2022

b. Action regarding Recommendation from Advisory Recreation and Advisory Parks Board for Early Weather Warning System

Summary: The proposed early weather warning system will assist staff in protecting residents during times of inclement weather. There are many outdoor locations throughout the City including our parks, softball field, aquatic center, and the Saginaw Switchyard where an early warning system could give staff the time to advise residents to vacate before bad weather moves in. The proposed contract includes the installation of one weather station and access for ten (10) users. The initial cost will be \$5,000 with an annual renewal fee of \$3,500 for a period of seven (7) years. The Advisory Recreation and Parks Board considered this item at their meeting on September 26, 2022 and voted to recommend approval to the City Council.

c. Action regarding Recommendation from Advisory Recreation and Parks Board for Relocation of Kiwanis Veterans Memorial Park

Summary: This item is a request for consideration of the relocation of Kiwanis Veterans Memorial Park. The park is currently located on Saginaw Boulevard just south of Fire Station #1. This is not a desirable location due to the noise from vehicle traffic and trains. A more desirable location is the area directly behind City Hall. Currently this location is known as Meditation Park. The estimated cost is \$245,000 and will come from the future Parks Bond Funds. The Advisory Recreation and Parks Board considered this item at their meeting on October 10, 2022 and voted to recommend approval to the City Council.

d. Action regarding Recommendation from Advisory Recreation and Parks Board for the Purchase of a Christmas Tree

Summary: In 2021, the annual Christmas Parade route was changed in order to accommodate more entries. The new route started at Willow Creek Elementary and ended at the Switchyard. In order to continue the tradition of lighting the Christmas Tree at the end of the parade, the Christmas Tree located at the Recreation Center was moved to the Switchyard. This worked great for the event but left a void at the Recreation Center. The Advisory Recreation and Parks Board considered this item at their meeting held on October 10th. They voted to recommend that a replacement tree be purchased for the Recreation Center. The cost for the proposed tree is \$25,670.70. Funds are available in the Parks Donation Fund for this expenditure.

e. Action regarding Approval of Interlocal Agreement with Tarrant County for Construction of an Earthen Berm at Highland Station Park

Summary: The proposed Interlocal Agreement (ILA) with Tarrant County covers the construction of an earthen berm at Highland Station Park. The berm will be approximately 450' long x 12' wide x 8' tall. Tarrant County will furnish the labor and equipment for this project. The Tarrant County Commissioner's Court has approved the proposed ILA. The responsibilities of Tarrant County and the City of Saginaw are listed in the agreement. As you will recall, the purpose of the berm is to help reduce the lights and noise from the new apartment complex located on the east side of the park.

f. Action regarding Funding Interlocal Agreement with Tarrant County for FM 156 at Industrial Avenue Intersection Improvements (Construction Phase)

Summary: Fuel City Saginaw, LLC has led an effort to secure authorization for a Texas Department of Transportation (TXDOT) Project to improve the intersection of FM 156 (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. The proposed Interlocal Agreement (ILA) with Tarrant County will provide for County participation in the construction of the project in the amount of \$109,000. The funds will be available on a reimbursable schedule (\$25,000-4th quarter of 2022; \$36,000-1st quarter of 2023; \$36,000-2nd quarter of 2023; and \$12,000-3rd quarter of 2023). Upon execution of an Advance Funding Agreement (AFA) with the TXDOT, the City will be required to make payment for the City's share of the project estimated at \$301,000. An executed copy of the AFA and a copy of the City's payment will be required to obtain reimbursement.

g. Action regarding Authorization of an Interlocal Agreement with the City of Fort Worth for Intersection Improvements for FM 156 at Industrial Avenue/Cantrell Sansom Road

Summary: Fuel City Saginaw, LLC has led an effort to secure authorization for a Texas Department of Transportation Project to improve the intersection of FM 156 (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 although Fuel City, City of Fort Worth, and potentially the City of Blue Mound will be participants requiring one or more Interlocal Agreements for the phases of work. The proposed Interlocal Agreement with Fort Worth will provide for their utility relocations within the Fort Worth right-of-way and also facilities owned by the City of Fort Worth within the City of Saginaw's right-of-way.

h. Action regarding Authorization of Task 2 to Professional Services Agreement with Cobb, Fendley & Associates, Inc. to provide Right-of-Way Services for the FM 156 at Industrial Avenue Intersection Project (CSJ # 0718-02-076)

Summary: On September 20, 2022, the City Council authorized a Professional Services Agreement with Cobb, Fendley & Associates, Inc. (Cobb Fendley) to provide Utility Clearance Coordination Services for the FM 156 at Industrial Avenue Intersection Project (CSJ # 0718-02-076). The contract allowed for future amendments to the contract with scope and fee to be authorized by the City Council. Task 2 will authorize Cobb Fendley to manage and negotiate right-of-way required for the project. Three parcels of land will be acquired. The scope includes all necessary documentation and processes as required by the Texas Department of Transportation. Final purchase costs and outside fees and potential relocation costs are not included in the fee and will be authorized by the City Council as parcels are processed/acquired. The total fee is \$50,900 and will Lump Sum on a Task Basis. Payments will be made based on the percentage complete of the overall tasks as described in Exhibit "B" of the Agreement. Funds for this expenditure are available from the 2020 Certificates of Obligation, Account 06-1516-20.

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

Summary: The proposed agreement is a Chapter 380 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.

j. Action regarding Aquatic Center Repairs and Renovations

Summary: In February 2021, the City as well as most of the State of Texas suffered from a debilitating winter storm. Residents and business owners incurred significant damages from temperatures that hovered below zero (0) for one week. The State Electrical grid was also offline and not working thus providing no running water or electricity. The City of Saginaw suffered these same symptoms. As a reminder the City of Saginaw was not the only municipality or residential pool that had damage. Most, if not all, municipalities had damage and repairs to make. Parts and service technicians were on short supply. In October 2021, the City Council approved a contract with DCC to begin repairs and renovations with the feature renovations and the beach entry prior to, and in conjunction with the previously approved replaster and pump room repairs. At that meeting, staff discussed that these were repairs that we knew needed to be made. At this meeting it was discussed with the City Council that

there was still the unknown once we made the repairs, turned on the electricity, and turned on the water. On April 5, 2022, City Manager Reaume sent an email to the City Council reminding that the Aquatic Center contractor has found additional items to repair/replace. Staff has submitted claims to the insurance adjuster for approximately \$20,500 of this amount to be reimbursed. Insurance may or may not approve items as a part of the winter storm claim. Regardless, these items need to be repaired and replaced prior to opening for public use. The amount for repairs that the contractor found at this time is \$24,495.89. During the week of October 3, 2022, the City received a revised bill for the remaining number of repairs that were found and made prior to and during the 2022 Summer Swim Season that includes the resurfacing of the pool. The reason for the delay of the bill was due to a warranty issue to the pool resurfacing that will be corrected at no charge to the City within the month of October 2022. The remaining amount owed is \$80,608.71. Funds are available in account 01-7000-08-00 to cover this expenditure.

k. Action regarding New Fire Engine Purchase

Summary: The Fire Department's 2003 year model fire engine is at the very end of useful life cycle requiring replacement. Delivery time for new apparatus is 26-27 months necessitating immediate order. Staff was aware of anticipated pricing increases from apparatus manufacturers and extended delivery times for orders so maximum effort was extended to quickly establish the design specs to meet our needs, consider manufacturers, and purchase method options to potentially avoid price increases where possible. Pierce has been, and continues to be, our preferred fire apparatus manufacturer. Preemptive effort has resulted in us being able to forgo the impact of two pricing increases, one from the motor manufacturer and one from the fire engine manufacturer saving us \$14,366 and \$63,483 respectively. As we have on previous apparatus purchases we plan to utilize our membership in the BuyBoard Purchasing Cooperative and its competitive procurement process to receive the maximum pricing discount from vendors and continue taking advantage of available Pierce pre-pay discounts. The apparatus purchase price from Siddons Martin Emergency Group is \$938,868. Applying a chassis prepay discount of \$11,406, a full prepay discount of \$25,585 (\$35,581 total from both), and the BuyBoard fire apparatus purchase fee adjusts the purchase price to \$903,377. Funding in the amount of \$950,000 was approved by the City Council in the current year's budget utilizing \$800,000 in savings from the new fire station construction project and \$150,000 of American Rescue Plan Act Funds. The remaining budgeted funds will be utilized to purchase the necessary loose equipment for the apparatus from various vendors. The narrow time window to preempt the apparatus pricing increases has prevented us from finalizing our loose equipment list.

l. Action regarding Contract Renewal with Tarrant County Emergency Services District #1 for 2022-2023

Summary: Through contract the Saginaw Fire Department provides fire, rescue and emergency medical services to designated unincorporated areas of Tarrant County. Saginaw will be compensated \$112,000 for the services provided in fiscal year 2022-2023 and has been awarded a \$25,000 fire equipment grant that will be utilized to replace some of the department's aged thermal imaging cameras and other loose fire equipment.

Mayor Flippo stated that he has received requests to pull Items 4b, 4c, 4d, 4e, and 4j from the Consent Agenda.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Copeland to approve Items 4a, 4f, 4g, 4h, 4i, 4k, and 4l as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

The Council considered the items pulled from the Consent Agenda.

- b. Action regarding Recommendation from Advisory Recreation and Advisory Parks Board for Early Weather Warning System
- c. Action regarding Recommendation from Advisory Recreation and Parks Board for Relocation of Kiwanis Veterans Memorial Park
- d. Action regarding Recommendation from Advisory Recreation and Parks Board for the Purchase of a Christmas Tree
- e. Action regarding Approval of Interlocal Agreement with Tarrant County for Construction of an Earthen Berm at Highland Station Park
- j. Action regarding Aquatic Center Repairs and Renovations

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Lawson to table Item 4d. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Felegy to approve Items 4b, 4c, 4e, and 4j as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

(5) Proclamation – Banjul, Texas Day & Introduction of Guests from Sister City Banjul, The Gambia

City Manager Reaume introduced guests from Banjul, The Gambia that were present at the meeting. Banjul, The Gambia and the City of Saginaw became Sister Cities in 2021 through Sister Cities International. Mayor Flipppo read a proclamation that proclaimed October 18, 2022 to be “Banjul Day in the City of Saginaw, Texas”. He presented the proclamation to Banjul Councilmember Mamour Touray. Councilmember Touray briefly addressed the Council and encouraged everyone to visit Banjul.

The Council considered Item No. 14 at this point in the meeting.

- (14) Consideration and Action regarding a contract with OnPointe Insights to conduct the Citywide Customer Satisfaction Survey

Mr. Ron Gailey of OnPointe Insights (via Zoom) gave a brief presentation regarding options for customer satisfaction surveys. The three options were as follows: 1 year option with a one time cost of \$15,950 for a single survey; 2 year commitment with a cost of \$12,450 per year (total \$24,900); and 3 year commitment with a cost of \$9,950 per year (total \$29,850).

Motion was made by Councilmember Felegy with a second by Mayor Pro-Tem Junkersfeld to approve the three year commitment option. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

- (6) Award Recognition: Texas Municipal League Excellence in Management Innovation Award & Texas Municipal League Excellence in Communication Award

City Manager Reaume announced that the City was presented with two awards at the recent Texas Municipal League (TML) Conference. The awards were the TML Excellence in Management Innovation Award for the Student Apprentice Program, and the TML Excellence in Communication Award for the Garage Gabs. The City was also honored with a nomination along with the City of Athens, and the City of Andrews for the TML Excellence in City Spirit Award for the Building Improvement Grant Program.

- (7) Consideration and Action regarding Recommendation from Planning and Zoning Commission regarding Site Plan for Senior Living at Saginaw Phase 3 on 2.987 acres out of the Alexander F. Albright Survey, Abstract No. 1849, more commonly known as 816 W. McLeroy Blvd.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve the site plan for Senior Living at Saginaw Phase 3 as presented and recommended by the Planning and Zoning Commission. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

- (8) Consideration and Action regarding Recommendation from Planning and Zoning Commission regarding Preliminary Plat for Victory Shops Saginaw, Tracts 1 (Tract 3C/3E per TAD) and 2 (Tract 1 per TAD), 76.61 acres out of the J. Walker Survey, Abstract No. 1602 and the J.A. Bradford Survey, Abstract No. 183

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Copeland to approve the preliminary plat for Victory Shops Saginaw as presented and recommended by the Planning and Zoning Commission. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

- (9) PUBLIC HEARING – Consideration and Action regarding Ordinance No. 2022-18, amending the City's Drainage Utility System Schedule of Charges

Mayor Flippo declared the public hearing for this item opened at 7:41 p.m. Finance Director Quin briefly explained the process for amending the fees. Mayor Flippo called for public input. There was none. Mayor Flippo closed the public hearing at 7:42 p.m.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Ordinance No. 2022-18 as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

- (10) Consideration and Action regarding Recommendation from Advisory Recreation and Parks Board for Saginaw Switchyard Expansion

Brack St. Clair, Chairman of the Advisory Recreation and Parks Board, explained that the board voted to recommend approval of the expansion of the Saginaw Switchyard. Ms. Kelly Stewart expressed her concern regarding the small neighborhood parks in the City that have needs. She added that the park bond funds are limited and urged the Council to consider the smaller parks.

Motion was made by Councilmember Copeland with a second by Councilmember Tucker to approve the recommendation from the Advisory Recreation and Parks Board to expand the Saginaw Switchyard as presented. Motion carried unanimously. 6-0-0-1

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld,

Councilmembers Felegy, Lawson, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

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

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

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

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

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

Against: None

Abstain: Mayor Pro-Tem Junkersfeld

Absent: Councilmember Bighorse

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

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

a. Animal Shelter Advisory Committee

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

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

Against: None
Abstain: None
Absent: Councilmember Bighorse

b. Advisory Recreation and Parks Board

Motion was made by Councilmember Lawson with a second by Mayor Pro-Tem Junkersfeld to make the following appointments to the Advisory Recreation and Parks Board: move Wayne Giles from 2nd Alternate to Place No. 4; and appoint Jane Lyon to 1st Alternate. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

c. Board of Adjustment

Motion was made by Councilmember Lawson with a second by Councilmember Tucker to make the following appointments to the Board of Adjustment: move Mike Colegrove from 1st Alternate to Place No. 1; and move Steve Smiley from 2nd Alternate to 1st Alternate. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

(13) Consideration and Action regarding Ordinance No. 2022-08, Carport Regulation Amending Ordinance (Public Hearing was held on 8/16/2022)

Motion was made by Councilmember Lawson with a second by Mayor Pro-Tem Junkersfeld to approve Ordinance No. 2022-08, carport regulation amending ordinance as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

- (14) Consideration and Action regarding a contract with OnPointe Insights to conduct the Citywide Customer Satisfaction Survey

This item was considered immediately following Item No. 5.

- (15) Discussion – Saginaw Home Improvement Program (SHIP)

Management Analyst Gonzalez gave a presentation regarding the proposed Saginaw Home Improvement Program (SHIP). He explained that a formal program will be presented for action by the City Council at a future meeting.

- (16) 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

- (17) Adjournment

Motion was made by Councilmember Tucker with a second by Mayor Pro-Tem Junkersfeld to adjourn the meeting. Motion carried unanimously. 6-0-0-1

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

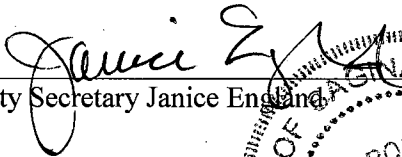
Against: None

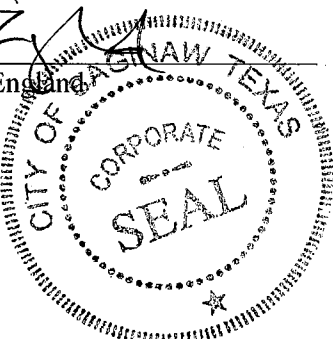
Abstain: None

Absent: Councilmember Bighorse

Mayor Flippo declared the City Council Meeting of October 18, 2022 adjourned at 9:30 p.m.

ATTEST:


City Secretary Janice England



APPROVED:


Mayor Todd Flippo