



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 – October 6, 2020

ITEM:

Action regarding Lease Agreement with Northwest Plumbing to allow a Mural to be painted on north side of the Northwest Plumbing Building located at 109 N. Saginaw Blvd.

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

The proposed agreement is between the City of Saginaw and Northwest Plumbing. It addresses the painting of the mural on the north sidewall of the Northwest Plumbing building. At the September 1, 2020 City Council Meeting, the City Council approved funds for a professional artist to paint the mural. The term of the lease agreement is ten years.

FINANCIAL IMPACT:

The financial impact of the lease agreement is \$10.

RECOMMENDATION

NA

ATTACHMENTS:

- Mural Lease
-

- Lease Agreement Exhibit A

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



STATE OF TEXAS §
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COUNTY OF TARRANT §

LEASE AGREEMENT FOR MURAL

WHEREAS, the Northwest Plumbing building (“Building”) located at 109 N. Saginaw Blvd Saginaw, Texas, Northwest Plumbing, 109 N. Saginaw Blvd. is owned by (“Owner) and the City of Saginaw (“City”) desires to lease the north side of the Building for a mural, which is described and depicted in the attached and incorporated Exhibit “A” hereto, (“Mural”) to be painted on such wall as a part of its Art in the Community Program; and

WHEREAS, the Owner is willing to lease such wall and refrain from altering or defacing the proposed Mural on such wall or blocking the view of such Mural for a period of TEN (10) years.

NOW THEREFORE:

1. This lease agreement (“Agreement”) is effective as of _____, 2020 (“Effective Date”) and shall terminate on the ten-year anniversary of the Effective Date, unless sooner terminated by agreement of the parties hereto.
2. Owner hereby leases the south-facing wall of the Building to the City for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, for a period of ten (10) years, for the purpose of painting and applying the Mural on such wall and grants to City, its agents, employees and contractors a right of access to such wall over the Property for the purpose of painting and applying the Mural; and on a periodic basis throughout the term of this Agreement, for the purpose of cleaning, maintaining and restoring such Mural. During the period of this lease Owner agrees to maintain a clear view of the Mural from (N. Saginaw Blvd.) and not to erect any building or other obstruction to the view of the Mural from such street, on the Property. Owner agrees to refrain from altering the wall containing the Mural and from defacing or painting over the Mural during the term of this Agreement.

3. This Agreement shall be binding on subsequent owners of the Property and shall run with the land for the term of this Agreement.
4. Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of Texas and exclusive venue shall lie in Tarrant County, Texas.
5. Entire Agreement. This Agreement is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Agreement or to any expressly mentioned exhibits not incorporated in writing in this Agreement.
6. Amendment of Lease Agreement. This Agreement may be amended only by an instrument in writing signed by Owner and City.
7. Notices. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the following address:

If to Owner:

If to City:

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

Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

SIGNED to be effective on the Effective Date.

CITY:

CITY OF SAGINAW, TEXAS

By: _____
Todd Flippo, Mayor

OWNER:

Northwest Plumbing

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

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COUNTY OF TARRANT §

Before me _____ on this day personally appeared _____ known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2020.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

Before me _____ on this day personally appeared
_____ known to me (or proved to me on the oath of _____
or through _____ (description of identity card or other document) to be the person whose
name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of
_____, 2020.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

A composite image consisting of two photographs. The left photograph is a black and white historical image showing a vintage fire truck, labeled 'UNIT 141', parked in front of a building with a sign that reads 'Continental Fire Hall'. Three men in uniform are standing around the truck. The right photograph is a modern color image of a white service truck with 'NORTHWEST' and 'EARTHWORKS' branding, parked in front of a large industrial building with silos. Both photographs have a small, identical window grid icon overlaid on them.