City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING, PUBLIC HEARING AND WORKSHOP

Meeting, Public Hearing, Workshop and/or Executive Session
6:00 PM - Tuesday, November 5, 2019
Saginaw City Hall Council Chambers
333 West McLeroy Blvd.

In accordance with Section 551.042 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 Dennis Hudson, Saginaw Park Baptist Church

(3) Audience Participation--On the Video Screen

(4) Consent Agenda

(a) Action regarding Recommendation for Purchase of Seasonal Christmas Lights and Features for Citywide Decorations--Keith Rinehart, Director of Community Services

(b) Action regarding Lease Agreement with Northwest Plumbing to allow a Mural to be painted on the north side of the Northwest Plumbing Building located at 109 N. Saginaw Blvd.--Keith Rinehart, Director of Community Services

(c) Action regarding Interlocal Agreement with Tarrant County College for

use of the Northwest Campus Police Firing Range for the period January 1, 2020 through December 31, 2022--Lee Howell, Chief of Police

(d) Action regarding Financial Management Software Contract with STW, Inc.--Kim Quin, Finance Director

(e) Action regarding Capital Improvements Advisory Committee recommendation regarding Land Use Assumptions and Impact Fees--Rick Trice, P.E., Director of Public Works

(f) Action Regarding Acceptance of Special Warranty Deed for Lot 22X, Block 1, Spring Creek Addition, Phase IIA--Rick Trice, P.E., Director of Public Works

(g) Action regarding the Purchase of Three Pickup Trucks for the Public Services, Drainage and Water Departments--Rick Trice, P.E., Director of Public Works

(h) Action regarding purchase of one 2019 Polaris ATV for the Parks Department--Rick Trice, P.E., Director of Public Works

(i) Action regarding purchase of One Boom Arm Mower and Tractor for the Drainage Department--Rick Trice, P.E., Director of Public Works

(5) Recognition of 2019 Saginaw Train & Grain Festival Committee Members--Gabe Reaume, City Manager

(6) Presentation regarding Human Trafficking Awareness--Chaplain Julie Green, Hearts of Faith Ministry

(7) Introduction of Society of St. Vincent de Paul Group and Services--Eileen Watson, President

(8) PUBLIC HEARING - Consideration and Action regarding recommendation from Planning and Zoning Commission on a Specific Use Permit to allow the operation of a mini warehouse facility on approximately 4.65 Acres out of Lot 2R4, Block A, Van Zandt Place Addition, located north of West Bailey Boswell Road behind EECU in Saginaw (Ordinance No. 2019-21)--Rick Trice, P.E., Director of Public Works

(9) Consideration and Action regarding Adoption of an Ordinance amending the Zoning Regulations by establishing an Overlay District along Saginaw Boulevard generally described as: All properties zoned Office Professional, Neighborhood Commercial, and Community Commercial that have frontage and/or access (Either direct or through another property) to Saginaw Boulevard from East Industrial on the South, the Railroad on the East, and the Northern City Boundary; Which District includes Regulations/Restrictions

governing Land Use and Development Standards; and Providing for Revisions to the Regulations governing Amortization/Discontinuation of Legal Non-Conforming Use Status (Public Hearing for this Item was held on 12-18-2018. Item was tabled at that same meeting.) (Ordinance No. 2019-22)--Gabe Reaume, City Manager

(10) Recess into Workshop--Todd Flippo, Mayor

(11) Annual Work Plan--Gabe Reaume, City Manager

(12) Reconvene Back into Regular Session--Todd Flippo, Mayor

(13) Executive Session

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

551.087 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 Applications--701 W. Bailey Boswell Rd.; 705 W. Bailey Boswell Rd.; 709 W. Bailey Boswell Rd.; and 713 W. Bailey Boswell Rd.

(14) Adjournment--Todd Flippo, Mayor

City of Saginaw

Meeting Date: 11/5/2019

Agenda Items: (4)(a)

Staff Contact: Keith C. Rinehart
Director of Community Services

E-mail: krinehart@saginawtx.org

Phone: 817-230-0351

SUBJECT:
Consideration and Action regarding Recommendation for Purchase of Seasonal Christmas Lights and Features for Citywide Decorations

BACKGROUND/DISCUSSION:
Each year, the Keep Saginaw Beautiful Committee (KSB) decorates the municipal buildings with lights as well as wreaths and trees. Lights will be installed at the Entry Monument Sign (Longhorn and Business 287), Kiwanis Park, Fire Station #1, Building Inspections/Code Enforcement Building (former Chamber of Commerce Building), Library, City Hall, Police Station, Recreation Center, Caboose, Large Pavilion, Concession Stand, Gazebo and Light Poles in Willow Creek Park, Fire Station #2 and the Community Center.

First Choice Light will install, remove, store and maintain each light string and fixture.

FINANCIAL IMPACT:
The financial impact will be $25,250 made payable to First Choice Lights. This is a KSB budgeted item.

RECOMMENDATION:
The Keep Saginaw Beautiful Committee is recommending the approval of the purchase (rental) of seasonal Christmas lights and features for citywide decorations.

ATTACHMENTS:

Description

Council Communique

City of Saginaw

Community Services Department
333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

From: Keith C. Rinehart, Director of Community Services

Date: City Council Meeting – November 5, 2019

PRESENTER:

Keith C. Rinehart, Director of Community Services

ITEM:

Consideration and Action regarding Recommendation Purchase of Seasonal Christmas Lights and Features for Citywide Decorations

DISCUSSION:

Each year, the Keep Saginaw Beautiful Committee (KSB) decorates the municipal buildings with lights as well as wreaths and trees. Lights will be installed at the Entry Monument Sign (Longhorn and Business 287), Kiwanis Park, Fire Station #1, Building Inspections/Code Enforcement Building (former Chamber of Commerce Building), Library, City Hall, Police Station, Recreation Center, Caboose, Large Pavilion, Concession Stand, Gazebo and Light Poles in Willow Creek Park, Fire Station #2 and the Community Center.

First Choice Light will install, remove, store and maintain each light string and fixture.

FISCAL IMPACT:

The financial impact will be $25,250 made payable to First Choice Lights. This is a KSB budgeted item.

RECOMMENDATION

The Keep Saginaw Beautiful Committee is recommending the approval of the purchase (rental) of seasonal Christmas lights and features for citywide decorations.

ATTACHMENTS:

- Invoice from First Choice Lights

If you have any questions, please feel free to contact me at 817-230-0351.

Thank you,

Keith C. Rinehart

Director of Community Services
City of Saginaw

FIRST CHOICE LIGHTS

Quote #2355

AWAITING RESPONSE

City of Saginaw
333 W McLeroy / Saginaw, Tx 76179

Sent on
10/01/2019

Rental Christmas Lights

Marker Sign
Installation and removal of wreaths

Kiwanis Park
Installation and removal of C9 lights on the fence
Installation and removal of C9 lights on the Gazebo
Installation and removal of mini lights on 4 Bald Cypress
Installation and removal of 14' tree with ornaments and tree topper

Fire Station #1
Installation and removal of C9 lights on the roof line----RED (3 sides and lower level)

Chamber of Commerce Building
Installation and removal of C9 lights on the building and restroom (3 sides & includes the gables)
Installation and removal of C9 lights on the train (3 sides)
Installation and removal of 48" wreath on the front of the train
Installation and removal of 24' tower tree

Library
Installation and removal of C9 lights on the roof line (3 sides)

City Hall
Installation and removal of C9 lights on the roof line (3 sides)

Police Station
Installation and removal of C9 lights on the roof line (BLUE) (3 sides--All flat levels)

Recreation Center
Installation and removal of C9 lights on the roof line (3 sides--All flat levels)
Installation and removal of 24' tower tree

Caboose and Gazebo

Installation and removal of C9 lights on the fence
Installation and removal of C9 lights on the caboose
Installation and removal of (2) 48" wreaths on the caboose
Installation and removal of C9 lights on the gazebo down from the caboose (4 sides)
Installation and removal of mini lights on poles of the gazebo

Pavilion and Concession
Installation and removal of C9 lights on the concession and pavilion (4 Sides)

Poles in the Park
Installation and removal of mini lights on 12 small poles
Installation and removal of mini lights on 19 tall poles

Fire Station #2
Installation and removal of C9 lights on the roof line---RED (3 sides)

Community Center
Installation and removal of C9 lights on the roof line (3 sides)

	TOTAL
	$25,250.00
Subtotal	$25,250.00
Total	$25,250.00

***** TERMS LISTED ABOVE SUPERSEDE TERMS BELOW *****

3 YEARS DEFAULT TERM
You hereby agree to a 3-year agreement - price will be the same for each of the 3 years. Changes/additions to be billed separately. Early termination fee will be equal to 50% of remaining contract at time of cancellation.

REQUIRED DEPOSIT
A minimum deposit of 50% is required upon acceptance of this estimate. Balance is due in full on or before the day of installation. This estimate is valid for 14 days.

GENERAL TERMS AND CONDITIONS

GENERAL WAIVER
The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.
Neither of us shall be liable to the other for indirect, incidental, special, punitive or exemplary damages that result from the performance or the failure to perform any duties under this

Agreement.

You hereby acknowledge and agree that in any and all events, our liability to you for any damages that you may incur as a result of our acts or omissions or negligence shall not exceed the greater of available insurance or the fee charged for the service under this Agreement.

ENTIRE AGREEMENT & EFFECT

This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties. This Agreement shall be binding upon and shall inure to the benefit of Consultant and the Client and to the Consultant's successors and assigns, if any. This Agreement shall be construed to permit the assignment by Consultant of its rights or obligations arising under this Agreement. Furthermore, the Client shall require any subsequent successor, whether direct or indirect, by purchase, merger, consolidation or otherwise, to all or substantially all of the business and/or assets of the Client to assume expressly and to agree to perform this Agreement in the same manner and to the same extent that the Client would be required to perform it if no such succession had taken place. The Client's failure to do so will be a breach of this Agreement.

ENFORCEABILITY, SEVERABILITY AND/OR REFORMATION

In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

In the event that any court determines that any of the covenants, provisions or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended, and/or modified only by and through the mutual agreement of all parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all parties to this Agreement.

PAYMENT AS CONSENT IN LIEU OF SIGNATURE

Payment shall constitute your acceptance of the terms and conditions in lieu of signature and shall carry the same weight and force as if signed in person or digitally.

ELECTRONIC SIGNATURES

The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

STORAGE

Storage is free to all returning customers. If customer doesn't return the following year a 10% storage fee will be added to final bill. In the even storage is not paid in full, stored material will

become property of First Choice Lights.

CHRISTMAS/HOLIDAY LIGHTING & DECOR TERM(S)

COLORS/DESIGN
Carefully review the colors and design listed in the estimate above/attached. The installation crew will use the details on the form to install the lights and decorations on your home. Once you have accepted/signed, any errors or changes in color/design will incur an additional fee if a change is requested.

ALL INCLUSIVE LEASE/RENTAL
If you are leasing/renting the lights then the agreement includes all materials, clips, timers, extension cords, decorations, etc. First Choice Lights (The Company) will service and maintain the lights and decorations for the contracted time-frame including repairs, maintenance, replacements of parts, decorations, and accessories during the lease term in the event that the item(s) fail to light. As an all-inclusive lease/rental, the materials remain property of The Company. The client is renting the lights and/or decorations for the agreed upon term. Customer is responsible for maintaining and providing adequate electrical outlets adjacent to the proposed locations for its lit decorations and building lights.

WARRANTY, SERVICE, MAINTENANCE
We warrant all materials, lights, and decorations for the entire lease term. All service calls and materials are covered for the duration of the lease term except for theft, vandalism, or Acts of God. The Company is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of God and will make efforts to replace any damaged product for an additional charge. In the event that items are stolen, they will be replaced at the expense of the customer. The Company is not responsible for any client supplied lights or materials. The manufacturer, not The Company, warrants any and all purchased materials. Replacement materials may be purchased/leased and added to your order upon your approval. *We do not guarantee that each individual bulb will light for the entire installation period.*

DEPOSIT/PAYMENT TERMS
A minimum deposit of 50% must be received before work will begin. The balance must be paid in full on or before completion of the installation. Customer acknowledges that The Company fills their schedule well in advance, and all cancellations will be charged 50% of the total cost. All deposits and/or down payments are non-refundable.

WEDDING/EVENT LIGHTING TERM(S)
COLORS/DESIGN
Carefully review the colors, descriptions, and design(s) listed in the estimate above/attached. The installation crew will use the details on the form to install the lights for your event. Once you have accepted/signed, any errors or changes in color/design will incur an additional fee if a change is requested.

DEPOSIT/PAYMENT TERMS
A minimum deposit of 50% must be received to secure your event date and hold your reservation. Any/all balances due are to be paid in full no less than 14 days before the event date. Any fees/charges incurred within 14 days of the event, on the event date, or after the event must be

paid in full immediately upon receipt of invoice/notice.

REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES
Each party signing this Agreement represents and warrants that s/he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

MATERIAL CHANGE(S) TO PROPERTY, SCOPE OF WORK, INSURANCE REQUIREMENTS, ETC.
Any material change(s) to the physical property location, scope of work, insurance requirements, federal/state/or local laws, will grant The Company the right to re-evaluate the terms of this contract at its discretion. The Company cannot and will not be held liable for failure to fulfill contractual obligations due to any of the above changes or any other changes that are outside of the control of The Company.

TARIFFS AND TAXES
All prices included in the quote are inclusive of the "now current" tariffs and taxes. Tariffs and taxes may or may not be listed as a line item on the estimate. The absence of a tax or tariff line item does not absolve or remove the client's obligation to pay/remit any applicable tarrifs' or taxes as required by law. Any increase in tariffs may be added to subsequent years of the contract at the discretion of The Company. Any changes in applicable taxes will be added at the "then current" rate.

THE SIGNER(S) HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

Contact First Choice Lights

P.O. Box 1103, Roanoke Tx 76262
817-682-5262 firstchoicelights@gmail.com FirstChoiceLights.com

Created with getjobber.com

City of Saginaw

Meeting Date: 11/5/2019

Agenda Items: (4)(b)

Staff Contact: Keith Rinehart
Director of Community Services

E-mail: krinehart@saginawtx.org

Phone: 817-230-0351

SUBJECT:
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.

BACKGROUND/DISCUSSION:
The proposed agreement is between the City of Saginaw and Northwest Plumbing. It addresses the painting of the mural on the north side wall of the Northwest Plumbing building. At the October 15, 2019 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:
Staff recommends approval of the Lease Agreement with Northwest Plumbing to allow a Mural to be painted on the north side of the Northwest Plumbing Building located at 109 N. Saginaw Blvd.

ATTACHMENTS:

Description

Mural Lease

Lease Agreement Exhibit A

STATE OF TEXAS §

§

COUNTY OF TARRANT §

LEASE AGREEMENT FOR MURAL

WHEREAS, the Northwest Plumbing building ("Building") located at (address) Saginaw, Texas, ("Property") is owned by Northwest Plumbing, 109 N. Saginaw Blvd. ("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 _____, 2019 ("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 north-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 (name of street) 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 §

§

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 _____, 2019.

_____

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 _____, 2019.

_____

Notary Public in and for the State of Texas

_____

Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT “A”

Saginaw's Original Fire Station

City of Saginaw

Meeting Date: 11/5/2019

Staff Contact: Lee Howell
Chief of Police

Agenda Items: (4)(c)

E-mail: lhowell@saginawpolice.org

Phone: (817) 232-0311 ext. 2374

SUBJECT:
Action regarding renewal of an interlocal agreement between the City and Tarrant County College for use of the Northwest Campus Police Firing Range for a three year period.

BACKGROUND/DISCUSSION:
Peace Officers with the State of Texas are required to achieve or exceed firearms proficiency every year with a live fire qualification on a shooting range. Training and practice are essential throughout the year for all officers. Tarrant County College has a excellent range facility which is safe and convenient to our city.

The terms of this agreement are for three (3) calendar years beginning January 1, 2020. Saginaw peace officers will have exclusive use of the firing range, classrooms, and restrooms, for twenty (20) days in each calendar year. This is adequate for the current number of sworn police and fire employees to train and qualify to meet TCOLE requirements.

FINANCIAL IMPACT:
Upon execution of the agreement within 30 days the City shall pay $22,500 to TCC to cover the three year period. This amount is budgeted in the FY 19-20 Police Department line item 01-4690-05-00.

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

TCC Firing Range Interlocal Agreement

STATE OF TEXAS	§	**USE AGREEMENT FOR**
	§	**THE TARRANT COUNTY**
COUNTY OF TARRANT	§	**COLLEGE POLICE FIRING RANGE**

1. PARTIES

This Agreement is made by and between the Tarrant County College ("TCC") and the City of Saginaw ("Saginaw"), pursuant to the authorities granted by Texas Local Government Code Chapter 791, Inter-local Cooperation Act, in order to allow the peace officers employed by Saginaw to adequately conduct firearms training within Tarrant County. Any reference to Tarrant County College or TCC in this Agreement means Tarrant County College, a political subdivision of the State of Texas.

2. TERM

This Agreement is effective from January 1, 2020 through December 31, 2022, unless otherwise terminated or modified as provided in this Agreement.

3. TCC RESPONSIBILTIIES

TCC agrees to make the Northwest Campus Police Firing Range (WPFR), restrooms, classroom, and related support facilities, available to Saginaw for its exclusive use for twenty (20), non-holiday bearing, days in each calendar year during the term of this Agreement for training purposes. A day is defined as two (2) 4-hour periods or one (1) 8-hour period.

TCC may utilize the funds paid by Saginaw as consideration under this Agreement at its discretion.

TCC agrees to ensure that no other users, including students or other TCC personnel, shall use the WPFR during the periods of time reserved for Saginaw, without the prior consent of Saginaw. Saginaw agrees to make payment to TCC within 30 days of the signing of this document.

4. SAGINAW RESPONSIBILITIES

Saginaw agrees it will only permit peace officers employed by Saginaw who are required by Saginaw to carry firearms as part of their official duties to access and utilize the WPFR.

Saginaw agrees to notify the WPFR Rangemaster no later than October 1 of each year of the specific weeks or other periods of time Saginaw requests the use of the WPFR during the upcoming calendar year.

Saginaw agrees to have a certified Rangemaster or Firearms Instructor for Saginaw on site at all times when Saginaw is utilizing the WPFR. The WPFR Rangemaster and Assistant Rangemasters may be onsite when Saginaw is utilizing the WPFR.

Saginaw agrees to adhere to the WPFR rules, policies, and regulations, as set forth by the WPFR Rangemaster in writing, including any fees for shooting past the set hours of the WPFR .

Saginaw agrees that all personnel utilizing the WPFR facility will sign the WPFR – Hold Harmless Agreement prior to their utilization of the facility.

Saginaw shall pay Twenty-Two Thousand, Five Hundred and No/100 Dollars ($22,500.00) to TCC, within thirty days after the execution of this Agreement, in consideration of the use of the WPFR as provided for in this Agreement.

5. TERMINATION

A. Without Cause: This Agreement may be terminated without cause by either party with sixty (60) days' notice in writing. If terminated by either party, a pro rata share of the payments made under this Agreement shall be refunded to Saginaw. The pro rata share will be defined as how many days, whole days (8 hours) and half days (4 hours), are remaining on the agreement beginning January 1, 2020 and ending December 31, 2022. A day is remaining on the agreement if Saginaw has not actually utilized the WPFR for that time when the notice of termination is given. A half day is worth $187.50 and a whole day is worth $375.00.

B. With Cause: TCC reserves the right to terminate the Agreement immediately with notice, in whole or in part, at its sole discretion, for the following reasons:

1) Significant failure of Saginaw personnel to follow written safety rules, policies, and regulations. Prior to any such termination the WPFR Rangemaster shall contact the Rangemaster or Firearms Director for Saginaw and give notice of the violations. Saginaw shall have 30 days to correct the violations..
2) Failure of Saginaw to make payment as required under this Agreement.

C. With Cause: Saginaw reserves the right to terminate the Agreement immediately with notice for the following reasons, and upon such termination the pro rata formula in Section 5.A will apply:

1) TCC fails to adequately maintain and secure the facility.
2) TCC fails to provide the minimum required range times.
3) TCC fails to provide the range times at reasonable times throughout the year. Prior to any such termination, the Saginaw PD liaison will contact the WPFR Rangemaster to discuss alternate dates. TCC will be allowed 30 days to make any corrections.

6. INDEMNIFICATION

To the extent allowed by law and without waiving any immunities or protections afforded by law, TCC shall indemnify and hold harmless Saginaw for any and all claims, losses, damages, causes of actions, injuries, including death, of whatever kind arising from or related to the selection, installation, operation, maintenance, repair, or removal of all or any part of the WPFR, equipment, and support facilities.

To the extent allowed by law and without waiving any immunities or protections afforded by law, Saginaw agrees to hold harmless and indemnify TCC from and against any claim, loss, damage, cause of action, expense and/or liability resulting from Saginaw's exercise of its rights and privileges under this Agreement whenever such claim, loss, damage, cause of action, expense and/or liability arises from a negligent or wrongful act or omission by an employee of Saginaw while acting within the scope of his or her employment.

7. NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person, or the successor to that position, shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

SAGINAW
Lee Howell
Chief of Police
505 W. McLeroy Boulevard
Saginaw, TX 76179

TCC
Adam Bush
Coordinator – Rangemaster
Police Firing Range
Room 1104-A WPFR
4801 Marine Creek Parkway
Fort Worth, Texas 76179

A copy of any notices will also be sent to:

Tarrant County College District
Attention: Office of the Chancellor
1500 Houston Street
Fort Worth, Texas 76102

8. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties.

9. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural, and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

10. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid, void or unenforceable, this determination will not affect the legality or validity or any of the remaining provisions. The unenforceable, void, invalid, or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

11. IMMUNITY

This Agreement is expressly made subject to TCC's and Saginaw's Governmental Immunity, including, without limitation, any immunity created or preserved by Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit, any immunities from liability, or any limitation of tort liability that TCC or Saginaw has by common law, by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

12. COMPLIANCE OF LAWS AND VENUE

In providing services required by this Agreement, TCC and Saginaw must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations.

This Agreement must be authorized by the governing body of each party to the Agreement.

All payments made under this Agreement must be made from current revenues available to the paying party.

13. RELATIONSHIP OF PARTIES

TCC is an independent contractor and not an agent, servant, joint enterpriser, joint venturer, or employee of Saginaw. Saginaw is an independent contractor and not an agent, servant, joint enterpriser, joint venturer, or employee of TCC. TCC and Saginaw agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees in conjunction with the performance under this Agreement.

14. SIGNATORY WARRANTY

TCC and Saginaw represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of this Agreement have been made by authorized representatives of the parties to validly and legally bind the parties to all terms, promises and provisions set forth in this Agreement.

EXECUTED THIS _____ DAY OF _____ 20___.

SAGINAW:

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

***Approved as to Form:**

_____
By: Bryn Meredith, City Attorney

TCC:

_____
Sonya Brown, Dean – PSSBS, TCC-NW

_____
Adam Bush, Coordinator – Rangemaster WPFR

***Approved as to Form:**

Previously approved 11.22.2016
By: Angela Robinson, General Counsel

City of Saginaw

Meeting Date: 11/5/2019

Agenda Items: (4)(d)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
Action regarding financial management system software agreement with STW, Inc.

BACKGROUND/DISCUSSION:
The City has used financial management software provided by STW Inc. for many years. The City uses the base financial, utility billing, cash receipts, fixed assets, payroll, and purchase card functions, as well as the supporting tools and software. The attached agreement is for a five year period.

FINANCIAL IMPACT:
The financial impact is estimated to be $17,175 per year, the same as the current year. Funding for the agreement is included in the FY19/20 approved budget.

RECOMMENDATION:
Staff recommends approval of the financial management software agreement with STW, Inc.

ATTACHMENTS:

Description

STW contract

Contract Between City of Saginaw, Texas, and STW, Inc.

For Licensing, Installing and Supporting Application Software

The parties to this Contract are STW, Inc., a Texas corporation, on behalf of itself and its Affiliates ("STW") and City of Saginaw, Texas, a Texas general law municipality ("Customer"). This Contract sets forth the terms and conditions under which STW will furnish Licensed Products and provide certain services described herein to Customer, and Customer will pay therefor. "Party" means Customer or STW collectively, and Customer and STW shall be referred to as "Parties".

Exhibits attached which are a part of this Contract are:
Appendix A - the STW Investment Quotation for the City of Saginaw, Texas

For and in consideration of the mutual undertakings herein set forth, the Parties hereto agree as follows:

1) **DEFINITIONS.** The following terms as defined below are used throughout this Contract.
   a) "Affiliate." A business entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.
   b) "Authorized Copies." The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined as follows:
      i) the single copy of the Licensed Software and the related Licensed Documentation delivered by STW under this Contract; and
      ii) any additional copies made by the Customer, as authorized in Section 3(c) and 3(d).
   c) "Designated System." The hardware and software as specified, listed in Appendix A, and installed at 333 West McLeroy Blvd, Saginaw, Texas 76179.
   d) "Initial Term" is from 10/1/2019 (the "Effective Date") until 9/30/2024.
   e) "Licensed Custom Software." Any software programs (or portions of programs) developed by STW specifically for Customer's own use.
   f) "Licensed Documentation." The published user manuals and documentation that STW makes generally available for the Licensed Software.
   g) "Licensed Products." (1) The Licensed Software, (2) Licensed Documentation, (3) Updates, and (4) Licensed Custom Software provided under this Contract, or (5) any copy of items (1) - (4).
   h) "Licensed Software." The machine-readable object code version of the

software that STW makes generally, commercially available.

i) "Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term.

j) "Updates." Any enhanced and/or improved versions of the Licensed Software provided under Appendix A of this Contract and released to the Customer after execution of this Contract.

k) "Lease Fees": The sum of annual recurring fees for all software modules contracted by the Customer.

l) "Extended Support": See Appendix A for a detailed description.

m) "Annual Recurring Fees": The sum of all Lease Fees and Extended Support contracted by the Customer.

n) "Installation": The service provided by STW to install the Licensed Software modules contracted by Customer on the Designated Systems and provision of the Licensed Products to the Customer.

o) "Conversion": The service provided by STW to enable (convert and validate) past Customer data into the Designated System.

p) "Training": The service provided by STW to train Customer contacts on the use of the Licensed Products.

q) "Travel": Expenses required by STW personnel to commute to the Customer site to complete work required by Customer including but not limited to hotel, mileage, meals, and time to commute.

2) PRIMARY CONTACTS AND REPRESENTATIVES.

The primary contact for STW during the term of this Contract shall be:

Mr. Steven Franklin
212 East Franklin Street
Grapevine, Texas 76051
Phone: (817) 329-1711
Fax: (817) 421-0206

The primary contact for Customer during the term of this contract shall be:

Mr. Todd Flippo
333 West McLeroy Blvd
Saginaw, Texas 76179
Phone: (817) 230-0332

Both Parties shall notify the other Party in writing of any change in the primary contact.

3) LIMITED USE LICENSE.

a) In consideration of annual software rental fees and other charges, if any, and the applicable custom software fees, if any, as provided in Appendix A, STW hereby grants Customer and Customer hereby accepts from STW a limited, non-transferrable and non-exclusive right to use the Licensed Software only on the Designated System and only for its internal processing needs, subject to the terms and conditions specified herein for a term as provided by Section 18 herein.

b) Once Customer has paid the annual software rental fees for Licensed Software, Customer shall have the right and license to use the Licensed Software only for the Customer's own use and only on the Designated System for the Term.

c) In order to assist Customer in the event of an emergency, Customer is permitted to make up to two (2) backup copies on magnetic media of each application of the Licensed Software and one back up copy of the related Licensed Documentation. These Authorized Copies may be stored off-site away from Customer's premises (as specified in the Definitions Section) so long as they are kept in a location secure from unauthorized use. Customer or anyone obtaining access through Customer shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product includes, without limitation, copies of the following:
   i) program libraries, both source or object code;
   ii) operating control language;
   iii) test data, sample files, or file lay outs;
   iv) program listings; and
   v) licensed documentation.

d) Upon written request by Customer, and with written permission by STW, additional Authorized Copies may be made for Customer's internal use only.

e) Customer may use the Licensed Products on the Designated System only while it has access to and operates the Designated System, and only during the Term.

f) If the Designated System is located at Customer’s premises and it becomes temporarily inoperable, Customer may load and use the Software on another System until the original Designated System becomes operable.

g) Any other use or transfer of the Software will require STW's prior approval, which approval will not be unreasonably withheld, and which may be subject to additional charges.

h) Customer may use Licensed Products only in and for the Customer's own internal purposes and business operations. Customer will not permit any other person to use Licensed Products, whether on a time-sharing, remote job entry or other multiple-user arrangement. Customer may make back-up

archival copies of the Software and any related Updates. Customer will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the location of each of these copies. Customer will not otherwise attempt to copy, translate, modify, adapt, decompile, disassemble or reverse engineer Licensed Products. The Licensed Software will be resident on Customer's Designated System, during the Term of the Contract.

4) PAYMENT.

Customer agrees to pay STW the amounts specified in Appendix A in U.S. dollars and by the Effective Date and on each anniversary of the Effective Date during the Initial Term. For any Renewal Term, Customer shall pay STW for the applicable fees specified in Appendix A on each anniversary of the Effective Date. Customer shall pay STW for reasonable travel-related expenses, pre-approved by Customer, in accordance with Customer's policy and guidelines, monthly as incurred. Any amount not in dispute which is not paid when due will accrue interest at the rate of one (1) percent per month, or the maximum interest allowable under applicable law, whichever is less. Customer will pay such interest when remitting the principal amount to STW. Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on STW's net income. STW will make every effort to avoid related Sales Taxes. If any Sales Taxes related to the amounts under this Contract are found at any time to be payable, the amount may be billed by STW to, and shall be paid by, Customer. Because Customer or the transactions contemplated by the Contract are exempt from Sales Taxes, Customer agrees to provide STW, as evidence of such tax exempt status, proper exemption certificates or other documentation provided to STW.

5) LICENSED SOFTWARE UPDATES, CUSTOMER SUPPORT.

a) STW agrees to provide Customer, at no additional charge, with the Updates that STW may make generally available during the Contract period. This Paragraph will not be interpreted to require STW to either:
   i) develop and/or release Updates; or
   ii) customize Updates to satisfy Customer's particular requirements.

b) Updates will not include any new Products that STW decides, in its discretion, to make generally available as a separately priced Update or option.

c) The following services shall also be included as Support, and provided under this Section:
   i) Temporary fixes to Licensed Products;
   ii) Revisions to Licensed Documentation to reflect new software functions, features and operations;
   iii) Reasonable telephone and/or remote (dial-in) support for Licensed Products, Monday through Friday from 8:00 a.m. to 5:00 p.m., local time, excluding holidays; and
   iv) Invitations to and participation in user group meetings, if any.

d) Additional support for other services is available as requested by Customer,

using the hourly rates as provided in Appendix A of this Contract. Such hourly rates are subject to change after one (1) year from the Effective Date. Any such change in hourly rates must be communicated to the Customer in writing not less than sixty days prior to the effective date of the rate change. Any rate change not so communicated will be ineffective, and the rate shall revert to the rate provided in Appendix A of this Contract. Hourly rates may not be raised more than once in any period of twelve (12) months, or in any given fiscal year. These additional services include, but are not limited to, the following:

i) Designing, programming and supporting Licensed Custom Software.
ii) Maintaining modified Licensed Software and/or Licensed Custom Software.
iii) File conversion and assistance.
iv) Installation of Updates.

6) LIMITED WARRANTIES.

a) Warranty. STW warrants that Licensed Software and Updates will (1) conform to STW published product manuals in effect on the date of delivery; and (2) perform substantially as described in the accompanying Licensed Documentation after delivery for 90 calendar days. STW does not warranty that the Licensed Products will satisfy or may be customized to satisfy all of Customer's requirements.

b) Remedies. In case of breach of such warranty , STW or its representative will use commercially reasonable efforts to correct or replace any defective Licensed Software or Update or, if not practicable, STW will accept the return of the defective Licensed Software and will provide a pro-rata refund to Customer the amount actually paid to STW for the defective Licensed Software, and a pro-rata share of any maintenance fees that Customer actually paid to STW for the period that such Licensed Software was deficient. Customer acknowledges that this Paragraph sets forth Customer's exclusive remedy, and STW's exclusive liability, for any breach of warranty related to the limited warranty of the Licensed Software and Updates.

c) Disclaimer. Except as expressly provided in this Contract, all other warranties, conditions, representations, indemnities and guarantees with respect to the Licensed Products whether expressed or imputed, arising by law, custom, prior oral or written statements by STW or its licensors or representatives or otherwise, including, but not limited to, any warranty or merchantability, fitness for particular purpose or non-infringement, are hereby overridden, and excluded and disclaimed.

d) The foregoing warranties do not apply if the Licensed Products have been modified or are supported by any party other than STW or its authorized licensors or representatives.

7) INDEMNITY.

a) STW agrees to indemnify and hold Customer harmless from and against

any and all judgments, suits, costs and expenses subject to the limits set forth in this Contract resulting from any alleged infringement of any patent (U.S. only) or copyright arising from the licensing of the Licensed Software pursuant to this Contract.

b) If an action is brought against Customer regarding Licensed Software, STW will defend Customer at STW's expense and, subject to Section 8 of this Contract, pay the damages and costs finally awarded against STW in the infringement action, or against Customer for an infringement for which STW has agreed to indemnify Customer under this Contract. Such damages are due Customer only under the following conditions: (1) Customer notifies STW promptly upon learning that the claim might be asserted; (2) STW has control over the defense of the claim and any negotiation for its settlement or compromise; and (3) Customer takes no action contrary to STW's interest.

c) If a claim described in Paragraph 7(b) may be or has been asserted, Customer will permit STW, at STW's option and sole expense to (1) procure the right to continue using the Licensed Product; (2) replace or modify the Licensed Software to eliminate the infringement while providing functionally equivalent performance; or (3) accept the return of the Licensed Software and provide a pro-rata refund to Customer the amount actually paid to STW for such Licensed Software that is unused, and a pro-rata share of any Support fees that Customer actually paid to STW for the period that such Licensed Software was found to be in violation.

d) Limitation. STW shall have no indemnity obligation to Customer if an infringement claim results from the following:

   i) a correction or modification of the Licensed Software not provided by STW;

   ii) the failure to promptly install an Update; or

   iii) the combined use of the Licensed Software with software not provided or supplied by STW, provided, however, that STW acknowledges that the software in question will be used with an operating system or other, similar software, and that such use being necessary for operation of the Licensed Software shall not limit liability under this subsection.

8) NO CONSEQUENTIAL DAMAGES.

Under no circumstances will STW or its licensors or representatives be liable for any consequential indirect special, punitive, or incidental damages, whether foreseeable or unforeseeable based on Customer's claims or those of its customers, including, but not limited to, claims for loss of data, goodwill, profits, use of money or use of the Licensed Products, interruption in use or availability of data, stoppage or other work or impairment of other assets out of breach or failure of express or implied warranty, breach of contract, misrepresentation of negligence, strict liability in tort or otherwise, except only in the case of death or personal injury where and to the extent that applicable law requires such liability. In no event will the aggregate liability which STW or its Affiliates or representatives may incur in any action or proceeding exceed the total amount

actually paid by Customer for the specific Licensed Product that directly caused the damage.

9) OWNERSHIP.

a) All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Licensed Products and Feedback are and will remain the exclusive property of STW or its licensors, whether or not specifically recognized or perfected under applicable law. Customer shall obtain no right, title or interest in the Licensed Products by virtue of this Contract other than the non-exclusive, nontransferable license to use the Licensed Products as restricted herein. Customer will not take any action that jeopardizes STW's or its licensor's proprietary rights or acquire any right in the Licensed Products, except the limited use rights specified in Section 4. STW agrees to notify customer in writing if STW determines that Customer has or is about to take any action identified above which Customer has agreed not to take.

b) STW or its licensor will own all rights in any copy, translation, modification, adaptation or derivation of the Licensed Products, including any Feedback, improvement or development thereof.

10) CONFIDENTIAL INFORMATION AND NON-DISCLOSURE.

a) Customer acknowledges that Licensed Products incorporate confidential and proprietary information developed or acquired by or licensed to STW. Customer will take all reasonable precautions necessary to safeguard confidentiality or proprietary notice placed on Licensed Products as and to the extent allowed by law. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

b) Subject to requirements of the Freedom of Information Act (FOIA) and applicable state and local statutes, ordinances, and rules relating to open records, each party shall hold all confidential information in trust and confidence for the Party claiming confidentiality and not use such confidential information other than for the benefit of that Party. The other Party agrees not to disclose any such confidential information by publication or otherwise, to any other person or organization, unless ordered to do so by a court of law or otherwise required under federal or State, local, or other law.

c) Customer hereby acknowledges and agrees that all Licensed Products are confidential information and proprietary to STW. In addition to other restrictions set forth elsewhere in this Contract or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard STW's proprietary rights in Licensed Products, including without limitation the following measures:

   i) Customer shall permit access to Licensed Products only to those

employees who require access and only to the extent necessary to perform Customer's internal processing needs.

11) TERM & TERMINATION.

a) Unless either Party terminates this Contract in writing no less than ninety (90) days before the end of the Initial Term, this Contract shall renew for another period of the same duration as the Initial Term. The "Term" of this Contract is the Initial Term, and the Renewal Term. Reasonable price increases are applicable after the first year of the Contract if such price increases are provided in writing and, if such increase is greater than 5%, approved in writing by both Parties.

b) By Customer: If STW materially breaches any term of this Agreement and fails to cure such breach within ninety (90) days after notice by Customer, the Customer may terminate this Agreement immediately upon notice.

c) By STW: If Customer fails to make prompt payments to STW when invoiced and within the time frame outlined in this Contract, or if Customer fails to fulfill its responsibilities as prescribed in this Contract, STW may at its option terminate this Contract, as follows:
   i) The termination notice shall define the reason(s) for termination;
   ii) If the reason cited for termination is Customer's failure to make prompt payment, Customer shall have fifteen (15) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
   iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Contract.
   iv) At the end of ninety (90) days, unless the notice of termination has been revoked in writing by STW, the Contract terminates.

d) This Contract may be terminated without judicial or administrative resolution if Customer or STW, or any of Customer's, or STW's employees or representatives breach any term or condition hereof
   i) Either Party may terminate this Contract in the event of bankruptcy, insolvency and/or assignment for the benefit of creditors of or by either Party.
   ii) Upon the termination of this Contract for any reason, STW's maintenance and support of the Licensed Products will cease, and the license shall be considered terminated.
   iii) Upon termination of this Contract for any reason, Customer shall return or destroy all copies of the previously Licensed Product and shall cease all use of the Licensed Product and, upon request certify as to such actions.
   iv) The provisions of Sections 7, 8, 9, 10, 12, 16 and 18 will survive the termination of this Contract.

e) By Non-appropriation: Customer, a political subdivision of the State of

Texas, operates on a fiscal year October 1 through September 30. In the event sufficient funds are not appropriated for the payment of the contract amounts required to be paid in any fiscal year, then the Customer shall not be obligated to make the payments provided for in the Contract for such period, or thereafter, regardless of whether the Initial Term or Renewal Term has expired. The Agreement shall be deemed to have terminated on the last date for the fiscal year which adequate appropriation was not made. Customer agrees to deliver proof of non-appropriation and notice to STW of such termination at least thirty (30) days prior to the end of fiscal year during the Term.

12) RIGHT TO INSPECTION.

During the term of this Contract, STW or its representative may, upon 30 days prior written notice to Customer, inspect the files, computer processors, equipment and facilities of Customer during normal working hours, for not more than four hours and not more than four times per calendar year, to verify Customer's compliance with this Contract. The Customer shall not be billed or charged any amount for an inspection under this paragraph. The Customer shall not be responsible for reimbursement of travel or other expenses incurred in an inspection under this paragraph.

13) INSTALLATION AND TRAINING.

a) STW shall make available to Customer qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. Customer and STW will develop a mutually agreeable training schedule. Costs for hourly services for the first year of the Term are described in Appendix A.
b) Installation and training support services will be performed at Customer's premises, unless otherwise stated.
c) Training shall consist of both operational and administrative information.
d) Training will also include hardware and data communications systems, as applicable, including, but not limited to, system configuration, back-up and recovery training, standards for system management and general operations training for Customer personnel.
e) Each software application, training shall be provided by STW. Each program shall be demonstrated step-by-step, practicing each menu, each screen, and each entry as well as explaining how to use the written and/or on-line documentation.

14) INDEPENDENT CONTRACTOR.

STW is an independent contractor. The personnel of one Party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each Party shall be responsible for the acts of its own employees.

15) INSURANCE REQUIREMENTS.

Each Party shall be responsible for Worker Compensation coverage for its own personnel. STW shall not commence work under this Contract until it has

obtained, at its own expense, Worker Compensation Insurance. STW shall procure and maintain, during the term of this Contract, Worker Compensation Insurance for all of its employees or representatives who engage in the work to be performed. Should Customer require other insurance coverage of STW, it shall be provided at Customer's expense upon notice to STW.

16) NOTICES

Notices to STW shall he mailed certified mail, return receipt requested to: Mr. Steven Franklin at 212 East Franklin, Grapevine, TX 76051.
Notices to Customer shall be mailed certified mail, return receipt requested to: Ms. Kim Quin, City of Saginaw, Texas, 333 West McLeroy Blvd, Saginaw, Texas, 76179

17) MISCELLANEOUS.

a) All notices or approvals required or permitted under this Contract must be given in writing.

b) This Contract will bind both the Customer's and STW's Affiliates. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas, U.S.A. If any provision of this Contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Contract.

c) STW shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with STW's website and marketing materials, subject to and only after receipt of Customer's trademark usage guidelines provided to STW. This Contract shall not be deemed to transfer any rights in any of Customer's intellectual property to STW. STW shall retain only a limited, non-exclusive, revocable license to use Customer's logos and trade names for marketing, and only as limited by Customer's trademark and usage guidelines. STW shall retain its limited, non-exclusive, revocable license under this paragraph for not more than one year after the termination of this Contract, and shall discontinue all use thereafter, unless expressly directed otherwise by Customer's usage guidelines.

d) Except as set forth in this Paragraph, neither Party shall assign, delegate, or otherwise transfer this Contract or any of its rights or obligations to a third party without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either Party may assign, without such consent but upon written notice, its rights and obligations under this Contract to: (i) its Affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Contract, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Contract shall inure to the benefit of and bind each Party's permitted assigns and successors.

e) The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree,

therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

f) Neither Party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Contract due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the Party delayed or prevented from performing.

g) If any provision of this Contract is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Contract will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Contract will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Contract.

h) This Contract contains the complete and exclusive statement of the agreement between the Parties concerning the matters referred to herein and replaces any prior oral or written representations or communications between the Parties. Each individual signing below represents that they have the requisite authority to execute this Contract on behalf of the organization for which they represent and that all necessary formalities have been met. This Contract is effective upon the last date shown on this page. No modification of this Contract will be binding, unless in writing and signed by an authorized representative of each Party.

AGREED TO BY:

STW Inc.	**Customer: City of Saginaw, Texas**
By: _____	**By:** _____
Steven Franklin, President	**Mr. Todd Flippo**
	_____
	Mayor
Date _____	**Date** _____

Appendix A

1) **Installation Time**.
   Installation has been completed pursuant to the prior agreement between the parties.

2) **Licensed Products and Charges**:

Appendix A Charges Summary	Annual Fees
Applications Currently Leased	$13,900.00
Additional Products/Services	$3,275.00
Reporting Tools	$ 0.00

Applications Currently Leased	Annual Lease Amount
General Ledger	975.00
Accounts Payable	975.00
Budget Preparation	555.00
Payroll	1,115.00
Utility Billing	1,255.00
Cash Receipts	835.00
Fixed Assets	835.00
Purchase Card	1,315.00
Payroll Timesheets	2,625.00
Payroll Budgeting	2,100.00
Accounts Receivable	0.00
Report Distribution	0.00
Requisitions	0.00
STW Tools	1,315.00
Total	**$13,900.00**

Additional Products/Services	
Supporting Software	2,050.00
STW Backups	600.00
Security License	375.00
Email Service	250.00
OpenGov Interface	0.00
Total Additional Products/Services	**$3,275.00**

Note: Any amounts that are zero are for applications/products currently not used.

Amounts specified for Vision and Intellicus are based upon the previous year's amounts and may change. The amounts will be billed at the time a bill is received

from the vendor.

Reporting Tools	
Intellicus	0.00
Vision (Infor)	0.00
Total Additional Products/Services	**$ 0.00**

3) **Miscellaneous**:
   a) STW may engage independent contractors to perform all or part of STW's obligations under this Contract. STW shall monitor and supervise any such independent contractors. Use of independent contractors shall not relieve STW of any obligation under the contract, and any act of any such independent contractor which would constitute a failure of performance by STW shall be deemed a failure of performance by STW, and may constitute a breach of this Contract.
   b) Should the Customer require additional Services beyond the estimated amount as specified in the Summary table below, such services shall be performed and charged to Customer at $145 / hour.

4) **Hardware**
   a) Customer may install the Licensed Software on a system of hardware owned by Customer. The system of hardware shall be owned by Customer, and STW shall acquire no right to that hardware system. Customer's hardware system may include several terminals or access points of any type preferred by Customer. Customer may upgrade, improve, or replace the hardware system in question, at Customer's sole expense, and continue to use the Licensed Software on only that hardware system.

City of Saginaw

Meeting Date: 11/5/2019

Agenda Items: (4)(e)

Staff Contact: Rick Trice, P.E.
Public Works Director

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action regarding Capital Improvements Advisory Committee recommendation regarding Land Use Assumptions and Impact Fees

BACKGROUND/DISCUSSION:
As set forth in the Local Government Code, the Capital Improvements Committee meets twice yearly to review the progress of the capital improvements plan and report to the City Council any needed revisions or updates to the land use assumptions, capital improvements plan, and impact fees.

The committee met on October 23, 2019 for that purpose. They voted unanimously to advise the City Council that the project expenditures are on schedule and that there is no reason to update the land use assumptions, and the impact fees are valid at this time.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
Staff concurs with the recommendation from the Capital Improvements Advisory Committee that the project expenditures are on schedule and there is no reason to update the land use assumptions, and the impact fees are valid at this time.

ATTACHMENTS:

Description

CIAC Minutes

CIAC Recommendation

MINUTES OF A REGULAR MEETING OF THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE HELD AT THE CITY HALL ON OCTOBER 23, 2019

Present at the Meeting:

Mike Parish	Place 5	Chairman
Alysa Grayson	Place 1	Committee Member
Chris Carter	Place 3	Committee Member
Rick Trice		Director of Public Works
Mary Ragle		Recording Secretary

Absent from the Meeting:

Vacant	Place 2	Committee Member
Sharon Vickers	Place 4	Committee Member

Visitors at the Meeting:

None

ITEM 1 CALL TO ORDER

Chairman Parish called the meeting to order at 5:15 p.m.

ITEM 2 APPROVAL OF MINUTES

The minutes of a regular scheduled meeting held April 24, 2019 were presented for approval. Motion was made by Member Carter with a second by Chairman Parrish to approve the minutes as presented. Motion carried unanimously.

For: Chairman Parish,
Members Grayson, Carter

Against: None

Absent: Member Vickers

(3) Election of Vice Chairman

Chairman Parrish nominated Member Carter. There were no other nominations.

All present were in favor of Member Carter as Vice Chairman.

ITEM 5 REVIEW OF CAPITAL IMPROVEMENTS PROJECTS AND IMPACT FEE REVENUES AND EXPENSES

DPW Trice briefly explained the duties of the committee members and impact fees.

DPW Trice reviewed the information that had been furnished to the members in their packets and answered any questions they had. He also gave an update on current and future projects.

ITEM 5 RECOMMENDATION TO COUNCIL

Motion was made by Vice Chairman Carter with a second by Member Grayson to advise the City Council that the project expenditures are on schedule and the land use assumptions are valid. Motion carried unanimously.

For: Chairman Parish, Vice Chairman Carter
Member Grayson

Against: None

Absent: Member Vickers

ITEM 6 ADJOURNMENT

Motion was made by Vice Chairman Carter with a second by Member Grayson to adjourn the meeting. Motion carried unanimously.

For: Chairman Parish, Vice Chairman Carter
Member Grayson

Against: None

Absent: Member Vickers

Chairman Parish declared the Capital Improvements Advisory Committee meeting of April 24, 2019 adjourned at 5:50 p.m.

CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

10/23/19

RECOMMENDATION TO COUNCIL:

A motion was made by Chris Carter with a second by Alyssa Kramer to advise the City Council that the project expenditures are on schedule and the land use assumptions are valid. Motion carried.

For: C Carter

Against:

Absent Bob Bates

Aharon Vickers

City of Saginaw

Meeting Date: 11/5/2019

Agenda Items: (4)(f)

Staff Contact: Rick Trice, P.E.
Director Public Works

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding Acceptance of Special Warranty Deed for Lot 22X, Block 1, Spring Creek Addition, Phase IIA

BACKGROUND/DISCUSSION:
The City has received a request from DR Horton-Texas, Ltd to accept a Special Warranty Deed for property that was previously dedicated to the City by plat. Lot 22X, Block 1, Spring Creek Addition, Phase IIA was dedicated to the City as a Drainage and Utility Easement and Dedicated Parkland. DR Horton requested the action because they were informed by Tarrant County Appraisal District that they will not recognize the conveyance of the property by plat for taxing purposes.

FINANCIAL IMPACT:
This item has no Financial Impact

RECOMMENDATION:
It is recommended that the City Council accept the Special Warranty Deed for Lot 22X, Block 1, Spring Creek Addition, Phase IIA and authorize the filing in the Tarrant County, Texas Deed Records.

ATTACHMENTS:

Description

Special Warranty Deed
Spring Creek Addition Plat

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§
COUNTY OF TARRANT §

D.R. HORTON – TEXAS, LTD., a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto **THE CITY OF SAGINAW, TEXAS**, having an address at POB 79070, Saginaw, Texas 76179, (i) all that real property situated in the County of Tarrant, State of Texas, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, and (ii) together with all improvements now or hereafter situated thereon, and the lessor's or landlord's interest in all space leases or occupancy agreements covering all or any portion of such real property and the improvements situated thereon (collectively, the "Property") for public recreation or open space purposes or any other public purpose consistent with the development of the subject property for public recreation or open space land, including the construction of streets, sewers, utilities or other use for the public benefit.

This Deed is made and accepted expressly subject to validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements (collectively, the "Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise, subject to the Exceptions.

EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS DEED, GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS DEED GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW.

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Executed to be effective as of September 1, 2019.

GRANTOR:

D.R. HORTON – TEXAS, LTD.,
a Texas limited partnership

By: D.R. Horton, Inc.,
a Delaware corporation,
its authorized agent

By:_____

Name:_____

Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of September, 2019, by _____, the _____ of D.R. Horton, Inc., a Delaware corporation, authorized agent of D.R. Horton – Texas, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

_____

[Seal] Notary Public, State of Texas

GRANTEE: CITY OF SAGINAW, TEXAS

By:_____

Name:_____

Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of September, 2019, by _____, as _____ of the City of Saginaw, Texas.

_____

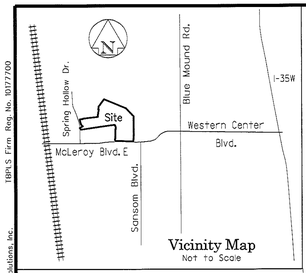
[Seal] Notary Public, State of Texas

EXHIBIT A

LEGAL DESCRIPTION

Lot 22X, Block 1, of AMENDING PLAT OF SPRING CREEK ADDITION PHASE IIA, an addition to the City of Saginaw, Tarrant County, Texas, according to the plat thereof recorded in Clerk's File Number D217081139, Official Public Records, Tarrant County, Texas.

Default
8:00:00 AM
3/2/2017
G:\JOB\DRH15008_Spring_Creek\Sur\DRH15008_rpp2.dgn
Copyright© 2017 Peloton Land Solutions, Inc.
TBPLS Firm Reg. No. 10117700



Vicinity Map
Not to Scale

ON THE 10th DAY OF April, 2017
THIS AMENDING PLAT WAS APPROVED BY:

NAN STANFORD
(CITY MANAGER)

MARK M. WHITE
DIRECTOR OF PLANNING AND
COMMUNITY DEVELOPMENT

CITY OF SAGINAW, TEXAS CORPORATE SEAL

JANICE ENGLAND
(CITY SECRETARY)

UTILITY EASEMENTS

ANY PUBLIC UTILITY, INCLUDING THE CITY OF SAGINAW, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THE PLAT AND ANY PUBLIC UTILITY INCLUDING THE CITY OF SAGINAW, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.

NO PERMANENT STRUCTURES SHALL BE CONSTRUCTED OVER AN EXISTING WATER, SANITARY SEWER, OR UTILITY EASEMENT.

PUBLIC OPEN SPACE RESTRICTION

NO STRUCTURE, OBJECT, OR PLANT OF ANY TYPE MAY OBSTRUCT VISION FROM A HEIGHT OF (30) INCHES TO A HEIGHT OF TEN (10) FEET ABOVE THE TOP OF THE CURB, INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, WALKS, SIGNS, TREES, SHRUBS, CARS, TRUCKS, ETC. IN THE PUBLIC OPEN SPACE EASEMENTS AS SHOWN ON PLAT. THESE OPEN SPACE EASEMENTS WILL REMAIN IN EFFECT UNTIL VACATED BY ORDINANCE ADOPTED BY THE CITY COUNCIL OF SAGINAW AND THE PROPERTY REPLATTED.

THE PRECEDING PUBLIC OPEN SPACE EASEMENT RESTRICTIONS MAY BE ALTERED TO PERMIT, ON COMMERCIALLY ZONED LOTS, THE PLACEMENT WITHIN THE EASEMENT AREA OF ONE SINGLE POLE SIGN WITH SAID POLE NOT TO EXCEED 14" IN DIAMETER AND WITH EVERY PORTION OF SAID SIGN ALLOWING A MINIMUM HEIGHT CLEARANCE BETWEEN IT AND THE GROUND OF TEN FEET.

DRAINAGE EASEMENT RESTRICTIONS

NO FILLING OR CONSTRUCTION, WITHOUT THE WRITTEN APPROVAL OF THE CITY OF SAGINAW, SHALL BE ALLOWED WITHIN A DRAINAGE EASEMENT, AND THEN ONLY AFTER DETAILED ENGINEERING PLANS AND STUDIES SHOW THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT, AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PART TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF ONE (1) FOOT ABOVE THE 100-YEAR FLOOD ELEVATION BASED ON LAND USE.

ALL CORNERS ARE 5/8 INCH IRON RODS WITH PLASTIC CAPS STAMPED "PELOTON" UNLESS OTHERWISE NOTED.

"M" = THE MAINTENANCE OF THE DRAINAGE EASEMENT IS THE RESPONSIBILITY OF THE LOT OWNER.

N
W E
S

0 100 200 300
GRAPHIC SCALE IN FEET

Basis of Bearing is NAD 83
Texas North Central Zone 4202

STREET
50' R.O.W.
ANGLE VARIES
120'
STREET
20' x 20'
PUBLIC OPEN SPACE EASEMENT
(P.O.S.E.)
TYPICAL AT LOCAL TO LOCAL STREET INTERSECTIONS
P.O.S.E.

Waterline Easement Detail
4.99' ROW
N40° 11'24"W 57.67'
2
38
46
N89° 47'47"W 43.55'
S43° 35'59"W 17.89'
Lot Line
N89° 47'47"W 252.05'
S89° 47'47"E 270.62'
N43° 35'59"E 17.89'
S89° 47'47"E 34.59'
15' ROW

C#	DELTA	RADIUS	LENGTH	LONG CHORD
C1	90°00'00"	50.00'	78.54'	S51°48'50"E 70.71'
C2	83°02'56"	50.00'	72.47'	N41°39'42"E 66.28'
C3	08°29'22"	225.00'	33.34'	N04°22'55"E 33.31'
C4	15°12'12"	325.00'	86.24'	S73°46'18"E 85.99'
C5	25°25'34"	225.00'	99.85'	S11°07'01"W 99.03'
C6	60°00'31"	50.00'	52.37'	S36°12'25"E 50.01'
C7	08°42'44"	500.00'	76.03'	S01°50'47"E 75.96'
C8	10°18'37"	1730.00'	311.31'	S88°03'42"W 310.89'
C9	26°06'42"	192.00'	87.50'	N70°07'48"E 86.75'
C10	26°06'42"	208.00'	94.79'	S70°07'48"W 93.79'
C11	32°49'42"	208.00'	119.18'	N67°23'00"E 117.55'
C12	32°49'42"	192.00'	110.01'	S67°23'00"W 108.51'

LINE TABLE		
L1	S36° 23'29"E	7.07'
L2	N53° 37'36"E	7.07'
L3	S21° 10'12"E	7.07'
L4	N68° 49'48"E	7.07'
L5	S47° 51'21"W	35.13'
L6	N42° 19'41"W	35.46'
L7	N47° 32'01"E	7.08'
L8	S42° 29'25"E	7.07'
L9	S87° 29'25"E	10.40'
L10	N87° 29'25"W	17.05'
L11	N84° 51'54"W	78.64'

LOT AREAS BLOCK 2			
LOT	AREA	LOT	AREA
10	6050	34	6588
11	6396	35	6342
12	8630	36	6669
13	9535	37	7947
14	6050	38	7345
15	6050	39	7370
16	6050	40	11223
17	6050	41	9351
18	6050	42	6050
19	6050	43	6050
20	6050	44	10265
21	6050	45	6875
22	6050	46	6875
23	6050	47R	6502
24	6050	48R	6058
25	9089	49R	6685
26	9750	50R	6337
27	6206	51R	6052
28	6050	52R	6051
29	6337	53R	6150
30	6520	54R	6051
31	7626	55R	6051
32	8649	56R	6587
33	7209	46X	134686

LOT AREAS BLOCK 1			
LOT	AREA	LOT	AREA
8	6050	25	6050
9	6050	26	6426
10	6050	27	6687
11	6353	28	6431
12	6746	29	6325
13	6320	30	6050
14	6325	31	8237
15	6325	32	7150
16	6325	33	10602
17	6325	34	12474
18	6325	35	8917
19	6325	36	6532
20	6325	37	6121
21	7513	38	6087
22	7563	39	6050
23	6050	40	6508
24	6050	22X	579684
		23X	26453

LOT AREAS BLOCK 3	
LOT	AREA
11	7134
12	6052
13	6745
14	6469
15	9044
16	6050
17	6050
18	6050
19	6050
20	6050
21	6050
22	6050
23	6050
24	7016

LOT TABULATION		
BLOCK 1	35 LOTS	(2 OPEN SPACES)
BLOCK 2	48 LOTS	(1 OPEN SPACE)
BLOCK 3	14 LOTS	
RESIDENTIAL	94 LOTS	
OPEN SPACE	3 LOTS	
TOTAL	97 LOTS	

LEGEND	
B.L.	BUILDING LINE
IRF	IRON ROD FOUND
U.E.	UTILITY EASEMENT
P.O.S.E.	PUBLIC OPEN SPACE EASEMENT
C.R.T.C.T.	COUNTY RECORDS TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS TARRANT COUNTY, TEXAS
S.S.E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
MFF	MINIMUM FINISH FLOOR

LAND USE TABLE	
RESIDENTIAL LOTS	14.759 AC.
OPEN SPACE	17.006 AC.
RIGHT-OF-WAY	4.469 AC.
TOTAL	36.234 AC.

THIS DOCUMENT RECORDED IN INSTRUMENT NUMBER _____, DATE _____

CERTIFICATION

I, TODD A. BRIDGES, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON ACCURATELY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND SUPERVISION IN OCTOBER, 2013 AND THAT ALL CORNERS ARE AS SHOWN.

Todd A. Bridges 3-2-17
TODD A. BRIDGES
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4940

STATE OF TEXAS REGISTERED TODD A. BRIDGES 4940 PROFESSIONAL LAND SURVEYOR

AMENDING PLAT OF
SPRING CREEK ADDITION PHASE II A

LOTS 8-40, 22X & 23X, BLOCK 1; LOTS 10-46, 47R-56R, 46X BLOCK 2; LOTS 11-24, BLOCK 3

36.234 ACRES

BEING AN AMENDING PLAT OF SPRING CREEK ADDITION, PHASE IIA, AN ADDITION TO THE CITY OF SAGINAW RECORDED IN INSTRUMENT NUMBER D215049001, COUNTY RECORDS, TARRANT COUNTY, TEXAS AS AMENDED IN SPRING CREEK ADDITION IIA, AN ADDITION TO THE CITY OF SAGINAW RECORDED IN INSTRUMENT NUMBER D216269698, SAID COUNTY RECORDS, SITUATED IN THE J. BILES SURVEY, ABSTRACT NUMBER 119, THE J. ARMENDRIS SURVEY, ABSTRACT NUMBER 58, AND THE D. COOKS SURVEY, ABSTRACT NUMBER 345, TARRANT COUNTY, TEXAS

DATE OF PREPARATION: FEBRUARY, 2017

OWNER / DEVELOPER

D.R. HORTON-TEXAS, LTD.
6751 NORTH FREEWAY
FORT WORTH, TEXAS 76131

STATE OF TEXAS }}
COUNTY OF TARRANT }}

OWNER'S ACKNOWLEDGMENT AND DEDICATION}}

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT WITHIN THE AREA DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEING A TRACT OF LAND SITUATED IN THE J. BILES SURVEY, ABSTRACT NUMBER 119, THE D. COOKS SURVEY, ABSTRACT NUMBER 345, AND THE J. ARMENDRIS SURVEY, ABSTRACT NUMBER 58, TARRANT COUNTY, TEXAS, BEING ALL OF SPRING CREEK ADDITION, PHASE IIA, AN ADDITION TO THE CITY OF SAGINAW RECORDED IN INSTRUMENT NUMBER D215049001, COUNTY RECORDS, TARRANT COUNTY, TEXAS, AS AMENDED IN SPRING CREEK ADDITION, PHASE IIA, AN ADDITION TO THE CITY OF SAGINAW RECORDED IN INSTRUMENT NUMBER D216269698, SAID COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PHASE IIA (D215049001), BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, MARIPOSA AT SPRING HOLLOW, AN ADDITION TO THE CITY OF SAGINAW RECORDED IN INSTRUMENT NUMBER D215160320, SAID COUNTY RECORDS, AND BEING IN THE NORTH RIGHT-OF-WAY LINE OF MCLEROY BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8 INCH IRON ROD BEARS S 52°13'18" W, 0.57 FEET;

THENCE WITH THE WEST LINE OF SAID PHASE IIA AND THE EAST AND NORTH LINES OF SAID LOT 1, BLOCK 1, THE FOLLOWING BEARINGS AND DISTANCES:

N 00° 45'55"E, 31.38 FEET, LEAVING SAID NORTH RIGHT-OF-WAY LINE, TO A 5/8 INCH IRON ROD FOUND;

N 02° 30'14"E, 350.19 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 01° 29'04"W, 111.83 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 06° 08'21"W, 54.94 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 37° 04'43"W, 50.42 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND;

S 83° 33'34"W, 329.70 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND;

S 81° 14'24"W, 907.68 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, BEING IN THE EAST RIGHT-OF-WAY LINE OF SPRING HOLLOW DRIVE, THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND, BEARS N 83° 04'30"E, 0.14 FEET;

THENCE WITH SAID EAST RIGHT-OF-WAY LINE AND NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 69.40 FEET, THROUGH A CENTRAL ANGLE OF 07° 30'08", HAVING A RADIUS OF 530.00 FEET, THE LONG CHORD WHICH BEARS N 36° 00'24"W, 69.35 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE CONTINUING WITH SAID EAST RIGHT-OF-WAY LINE AND REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 7.81 FEET, THROUGH A CENTRAL ANGLE OF 00° 57'09", HAVING A RADIUS OF 470.00 FEET, THE LONG CHORD WHICH BEARS N 39° 11'48"W, 7.81 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, SPRING CREEK, AN ADDITION TO THE CITY OF SAGINAW, RECORDED IN INSTRUMENT NUMBER D206266574, SAID COUNTY RECORDS;

THENCE WITH THE SOUTH AND EAST LINES OF SAID SPRING CREEK, THE FOLLOWING BEARINGS AND DISTANCES:

N 57° 04'28"E, 123.91 FEET, DEPARTING SAID RIGHT-OF-WAY LINE, TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 2, FROM WHICH A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND, BEARS N 79° 00'51"E, 0.14 FEET;

N 46° 34'14"W, 67.25 FEET, FROM WHICH, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND BEARS S 16° 32'34"W, 0.20 FEET;

N 21° 46'05"W, 104.04 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND;

N 09° 26'18"W, 52.84 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND;

N 06° 48'50"W, 55.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND;

N 83° 11'10"E, 110.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND;

N 06° 48'50"W, 10.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 83° 11'10"E, 555.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND;

N 05° 51'49"E, 60.83 FEET, FROM WHICH A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" BEARS S 60° 09'02"E, 0.31 FEET;

N 08° 37'36"E, 211.91 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND;

N 81° 22'17"W, 17.07 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 08° 37'36"E, 110.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND;

N 36° 06'56"E, 324.14 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" FOUND AT THE EAST CORNER OF SAID SPRING CREEK, IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO HEATHER RIDGE ESTATES, RECORDED IN INSTRUMENT NUMBER D206124127, SAID COUNTY RECORDS;

THENCE S 67° 38'54"E, 860.00 FEET, WITH SAID WEST LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" FOUND;

THENCE S 44° 11'54"E, 404.25 FEET, CONTINUING WITH SAID WEST LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER AND BURGESS" FOUND AT THE NORTHEAST CORNER OF SAID SPRING CREEK ADDITION (215049001);

THENCE S 00° 34'47"E, 686.53 FEET, WITH THE EAST LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE S 04° 16'31"W, 236.24 FEET CONTINUING WITH SAID EAST LINE, TO A 5/8 INCH IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF AFOREMENTIONED EAST MCLEROY BOULEVARD, AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID NORTH RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 135.81 FEET, THROUGH A CENTRAL ANGLE OF 13° 34'51", HAVING A RADIUS OF 572.96 FEET, THE LONG CHORD WHICH BEARS S 86° 19'39"W, 135.49 FEET, FROM WHICH A 5/8 INCH IRON ROD WITH PLASTIC CAP FOUND BEARS, N 88° 19'17" W, 0.22 FEET;

THENCE N 85° 58'42"W, 293.38 FEET, CONTINUING WITH SAID NORTH RIGHT-OF-WAY LINE, TO THE BEGINNING OF A CURVE TO THE LEFT, FROM WHICH A 5/8 INCH IRON ROD WITH PLASTIC CAP BEARS, N 81° 16'43"W, 0.26 FEET;

THENCE CONTINUING WITH SAID NORTH RIGHT-OF-WAY LINE AND SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 234.10 FEET, THROUGH A CENTRAL ANGLE OF 04° 38'01", HAVING A RADIUS OF 2894.79 FEET, THE LONG CHORD WHICH BEARS N 89° 11'54"W, 234.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,578,353 SQUARE FEET OR 36.234 ACRES OF LAND MORE OR LESS. DESIGNATED HEREIN AS:

SPRING CREEK ADDITION
PHASE IIA

LOTS 8-40, 22X & 23X, BLOCK 1; LOTS 10-46, 47R-56R, 46X BLOCK 2, AND LOTS 11-24, BLOCK 3, AN ADDITION TO THE CITY OF SAGINAW, TARRANT COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE PUBLIC'S USE FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, RIGHTS-OF-WAY AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

EXECUTED THIS THE 6th DAY OF March, A.D., 2017

BY: D.R. HORTON-TEXAS, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: D.R. HORTON, INC.
A DELAWARE CORPORATION
ITS AUTHORIZED AGENT

BY: Randy Horton

Randy Horton
Assistant Secretary

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ~~XXXXX~~ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN MY HAND AND SEAL OF OFFICE, THIS THE 6th DAY OF March, 2017

Katie Sabin
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES 11-12-18

KATIE SABIN
ID # 130023623
My Comm. Exp. Nov. 12, 2018

The purpose of this amending plat is to correct Minimum Finish Floor Grades, and to dedicate Lots 22X, Block 1, to the City of Saginaw.

Heather Ridge Estates
Inst. No. D206124127
P.R.T.C.T.

Floodplain Easement
to be dedicated to the City of Saginaw

100 YEAR FLOODPLAIN
PER FEMA MAP 48439C0180K
DATED SEPTEMBER 25, 2009
(EAST SIDE IS OFF THIS MAP)

Proposed 100 yr. Floodplain

LOT 93X, BLOCK 1
DRAINAGE AND UTILITY EASEMENT
PRIVATE PARK
0.607 Acres

LOT 22X, BLOCK 1
DRAINAGE AND UTILITY EASEMENT
PARK LAND DEDICATION
(VIA THIS PLAT)
13.307 Acres

LOT 92X, BLOCK 1
DRAINAGE AND UTILITY EASEMENT
PARK LAND DEDICATION
(VIA THIS PLAT)
13.307 Acres

LOT 46X, BLOCK 2
DRAINAGE & UTILITY EASEMENT
PRIVATE PARK
3.092 Acres

Lot 1, Block 1
Mariposa at Spring Hollow
Inst.# D215160320
C.R.T.C.T.

Remainder
Saginaw Spring
Creek, L.P.
Inst. No. D205324504
Tract 1
C.R.T.C.T.

Saginaw Spring Creek, L.P.
Inst. No. D208131553
C.R.T.C.T.

Spring Creek
Inst. No. D206266574
P.R.T.C.T.

Bana
Inst. No.
D188027640
P.R.T.C.T.

Saginaw Spring
Creek, L.P.
Inst. No. D205324504
Tract 2
C.R.T.C.T.

20' S.S.E.
Vol. 5626, Pg 905
C.R.T.C.T.

Sanitary Sewer line to be abandoned via this plat

Approx. Survey Line

ZONING = SF3

ZONING = MF1
REZONED TO MF2

Spring Hollow Drive
Spring Drive
Creek Terrace Drive
Hidden Creek Court
Terrace Court
Brookhollow Lane

J. Biles Survey
Abstract 119

J. Armendris Survey
Abstract 58

J. Walker Survey
Abstract 1602

J. Bradford Survey
Abstract 163

D. Cooks Survey
Abstract 345

East McLeroy Boulevard

Point of Beginning

Δ = 00° 57'09"
L = 7.81'
R = 470.00'
LC= N39° 11'48"W
7.81

Δ = 07° 30'08"
L = 69.40'
R = 530.00'
LC= N36° 00'24"W
69.35

Δ = 04° 38'01"
L = 234.10'
R = 2,894.79'
LC= N89° 11'54"W
234.04'

Δ = 13° 34'51"
L = 135.81'
R = 572.96'
LC= S86° 19'39"W
135.49'

100 YEAR FLOODPLAIN
PER FEMA MAP 48439C0180K
DATED SEPTEMBER 25, 2009
(EAST SIDE IS OFF THIS MAP)

Job #:	DRH15008
Drawn By:	D. F. W. B.
Checked By:	T. Bridges
Date:	02-14-17

Revisions:

PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY, SUITE 260
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

SHEET
OF SHEETS

City of Saginaw

Meeting Date: 11/5/2019

Staff Contact: Rick Trice, P.E.
Director of Public Works

Agenda Items: (4)(g)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action regarding the Purchase of Three Pickup Trucks for the Public Services, Drainage and Water Departments

---

BACKGROUND/DISCUSSION:
The 2019-20 Drainage budget included funds in the amount of $25,000 for the purchase of a new service truck. The 2019-20 Public Services and Water Department budgets each included funds in the amount of $35,000 for the purchase of a new service truck.

Bids were received on a per truck basis from the following dealerships:

Dealership	**Bid**	
	Vehicle #1	Vehicle #2
James Wood Chevrolet	$25,000.00	$30,107.00
The Thompson Group	$30,152.16	No Bid
Westway Ford	$46,355.00	$52,605.00

The Westway Ford bid was for an F-150 on vehicle #1 and F-250 on vehicle #2. James Wood Chevrolet and The Thompson Group bid was for a Chevrolet 1500 for vehicle #1. James Wood Chevrolet submitted a bid for a Chevrolet 2500 for vehicle #2. The Thompson Group did not submit a bid for vehicle #2.

FINANCIAL IMPACT:
The total financial impact will be $85,214.00. Funds in the amount of $25,000 is budgeted for the replacement of the Drainage Department truck (Drainage, Account 14-7000-00-00, Capital Outlay/Special Request). Funds in the amount of $35,000 is budgeted for the replacement of the Water Department (Water, Account 05-7000-50-00, Capital Outlay/Special Request). Funds in the amount of $35,000 is budgeted for the replacement of the Public Services Department truck (Public Services, Account 01-7000-06-00, Capital Outlay/Special Request).

RECOMMENDATION:

Staff recommends approval of the purchase of one 2019 Chevrolet 1500 Pickup Truck for the Drainage Department, one 2019 Chevrolet 2500 Pickup Truck for the Water Department and one 2019 Chevrolet 2500 Pickup Truck for the Public Services Department from James Wood Chevrolet.

ATTACHMENTS:

Description

Newsom Recommendation Memo
Drainage Budget Info
Water Budget Info
Public Services Budget Info

Memorandum

October 30, 2019

To: Rick Trice, DPW
From: Randy Newsom, Operations Supt.
Subject: Recommendation to Purchase Service Truck's

In the 2019-20 Public Services Department Budget, Drainage Department Budget and Water Department Budget a new vehicles was approved for each. Our Chief Mechanic, Jeff Mayhue, has gotten bids for each of the departments vehicles. He is recommending we purchase all three vehicles from James Wood Motors. They submitted the lowest bids on all of the vehicles below.

Drainage Department Vehicle: - 2019 Chevrolet Silverado 1500 –
Acct. # 14-7000-00-00 funded amount $25,000. Replaces Unit #206 - 2009 Toyota Tacoma which has exceeded its service life

Low Bid – James Wood Motors - $25,000

Water Department Vehicle – 2019 Chevrolet Silverado 2500 –
Acct. # 05-7000-00-00 funded amount $35,000. Replaces Unit # 206 – 2001 Ford F250 with over 217,000 miles

Low Bid – James Wood Motors - $30,107

Public Services Vehicle – 2019 Chevrolet Silverado 2500 –
Acct. # 01-7000-06-00 funded amount $35,000. Replaces Unit # 421 – 2001 Ford F250 with over 150,000 miles.

Low Bid – James Wood Motors - $30,107

I have attached the quotes that the Chief Mechanic received for your review. I would like to recommend to Council for their consideration and approval of the purchase of 3 new service trucks from James Wood Motors. I would like to get this item on the next Council agenda for November 5, 2019.

JAMES WOOD MOTORS, INC.

2111 HWY 287 S
PO BOX 479
DECATUR, TX 76234
(940) 627-2177

DATE: 10/01/2019
DEAL NUMBER: 224043

PURCHASER NAME: CITY OF SAGINAW
ADDRESS: 333 W MCLEROY BLVD
CITY: SAGINAW | COUNTY: TARRANT | STATE: TX | ZIP: 761791452
RESIDENCE PHONE: | BUSINESS PHONE:
E-MAIL ADDRESS: jmayhue@saginawtx.org | MOBILE PHONE: (682) 712-3919

✓ New / Used	Car / ✓ Truck	Year	Make	Model	Body	VIN
		2019	CHEVROLET	SILVERADO 1500 4X4	CREW CAB	2GCVKNEC7K1209338

Color: WHITE | Trim: | Miles: | Stock Number:

OPTIONAL EQUIPMENT AND/OR ACCESSORIES

VEHICLE PRICE	36,088.00
BID ASSIST FAN 815990	11,100.00

TRADE 1 Miles: License #:
Year: Make: Model:
VIN: Stock #:
Payoff To:
Phone Number: Account No.:
Contact:
Good Until:

TRADE-IN ALLOWANCE	0.00
BALANCE OWED	0.00
NET ALLOWANCE ON TRADE-IN(S)	0.00

Lienholder:
Address:
City: State: Zip Code:
Draft On:
Address:

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

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CASH SALE OF MOTOR VEHICLE		36,088.00
** DEALER INVENTORY TAX		0.00
STATE AND LOCAL TAXES		0.00
LICENSE FEE WEIGHT		0.00
TRANSPORTATION, TITLE, REG., STATE INSP.		12.00
* DOCUMENT FEE		0.00
TOTAL PRICE OF UNIT		36,100.00
DOWN PAYMENT		
REBATE(S)	11,100.00	
NET TRADE-IN	0.00	
CASH/DEPOSIT	0.00	
VSC/CL-AH REFUNDS		
TOTAL DOWN PAYMENT		11,100.00
BALANCE DUE ON DELIVERY		25,000.00
VSC		0.00
DRAFT		25,000.00

Reference Number:
Customer Accepts Protection Package at this time? Yes No

CUSTOMER SIGNATURE

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes my prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS REPRESENTATIVE.

Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER 10/01/2019 **DATE**

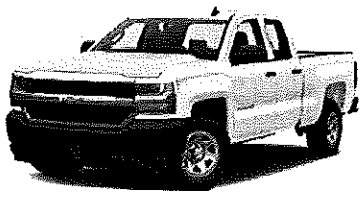
SALESPERSON WILLIAM BRADLEY GUNTER 1158

PURCHASER 10/01/2019 **DATE**

ACCEPTED BY DEALER OR AUTHORIZED REPRESENTATIVE

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The Thompson Group
CLASSIC
GRAPEVINE & ARLINGTON
Your personal car or entire fleet... One Call Does It All!



2019 Chevrolet 1500 4x4 Double Cab

GAZ – Summit White	H2G – Jet Black Seats
PVC - Remote Keyless Entry Power Lock Tailgate	LV3 – 4.3L V6 Gas Engine
Cruise Control, Power Heated Mirrors	1WT – Work Truck
MYC – 6 Speed Auto Transmission	GU6 - Rear Axle, 3.42 Ratio
RC5 – All Terrain Tires	BAQ – Work Truck Package
G80 – Auto Locking Rear Differential	1500 – 7,000lbs GVWR
Z82 - Trailing Package	CK10753

PRICING

MSRP	$40,300.00
The Thompson Group Discount	$10,147.84
The Thompson Group Bid Price*:	**$30,152.16**

*Does not include registration fees

#1

JAMES WOOD MOTORS, INC.

2111 HWY 287 S
PO BOX 479
DECATUR, TX 76234
(940) 627-2177

DATE 10/01/2019 | DEAL NUMBER 224040

PURCHASER NAME
CITY OF SAGINAW
ADDRESS
333 W MCLEROY BLVD

CITY	COUNTY	STATE	ZIP
SAGINAW	TARRANT	TX	761791452

RESIDENCE PHONE | BUSINESS PHONE

E-MAIL ADDRESS: jmayhue@saginawtx.org | MOBILE PHONE: (682) 712-3919

		Year	Make	Model	Body	VIN
✓ New	Car					
Used	✓ Truck	2019	CHEVROLET TRUCK	2500	PK LWB XCB SILVER...	2GC2CREG3K1226860

Color SUMMIT WHITE **Trim** JET BLACK/DARK ASH **Miles** 5 **Stock Number** 193173

OPTIONAL EQUIPMENT AND/OR ACCESSORIES

VEHICLE PRICE	40,095.00
BID ASSIST FAN 815990	10,000.00

TRADE 1 **Miles** **License #**
Year **Make** **Model**
VIN **Stock #**
Payoff To
Phone Number **Account No.**
Contact
Good Until

TRADE-IN ALLOWANCE	0.00
BALANCE OWED	0.00
NET ALLOWANCE ON TRADE-IN(S)	0.00

Lienholder
Address
City **State** **Zip Code**
Draft On
Address

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CASH SALE OF MOTOR VEHICLE		40,095.00
** DEALER INVENTORY TAX		0.00
STATE AND LOCAL TAXES		0.00
LICENSE FEE WEIGHT 9500		0.00
TRANSPORTATION, TITLE, REG., STATE INSP.		12.00
* DOCUMENT FEE		0.00
TOTAL PRICE OF UNIT		40,107.00
DOWN PAYMENT		
REBATE(S)	10,000.00	
NET TRADE-IN	0.00	
CASH/DEPOSIT	0.00	
VSC/CL-AH REFUNDS		
TOTAL DOWN PAYMENT		10,000.00
BALANCE DUE ON DELIVERY		30,107.00
VSC		0.00
DRAFT		30,107.00

Reference Number

Customer Accepts Protection Package at this time? **Yes** **No**

CUSTOMER SIGNATURE

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes my prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS REPRESENTATIVE.

Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER 10/01/2019 **DATE** **SALESPERSON** WILLIAM BRADLEY GUNTER 1158

PURCHASER 10/01/2019 **DATE** **ACCEPTED BY** Brad Gunter
DEALER OR AUTHORIZED REPRESENTATIVE

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#2

JAMES WOOD MOTORS, INC.

2111 HWY 287 S
PO BOX 479
DECATUR, TX 76234
(940) 627-2177

DATE 10/01/2019 | DEAL NUMBER 224041

PURCHASER NAME
CITY OF SAGINAW
ADDRESS
333 W MCLEROY BLVD
CITY SAGINAW | COUNTY TARRANT | STATE TX | ZIP 761791452
RESIDENCE PHONE | BUSINESS PHONE
E-MAIL ADDRESS jmayhue@saginawtx.org | MOBILE PHONE (682) 712-3919

✓ New / Used	✓ Car / ✓ Truck	Year	Make	Model	Body	VIN	
		2019	CHEVROLET TRUCK	2500	PK LWB XCB SILVER...	2GC2CREG3K1225160	

Color SUMMIT WHITE | Trim JET BLACK/DARK ASH | Miles 5 | Stock Number 193174

OPTIONAL EQUIPMENT AND/OR ACCESSORIES

VEHICLE PRICE	40,095.00
BID ASSIST FAN 815990	10,000.00

TRADE 1 Miles | License #
Year | Make | Model
VIN | Stock #
Payoff To
Phone Number | Account No.
Contact
Good Until

TRADE-IN ALLOWANCE	0.00
BALANCE OWED	0.00
NET ALLOWANCE ON TRADE-IN(S)	0.00

Lienholder
Address
City | State | Zip Code
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CASH SALE OF MOTOR VEHICLE		40,095.00
** DEALER INVENTORY TAX		0.00
STATE AND LOCAL TAXES		0.00
LICENSE FEE WEIGHT 9500		0.00
TRANSPORTATION, TITLE, REG., STATE INSP.		12.00
* DOCUMENT FEE		0.00
TOTAL PRICE OF UNIT		40,107.00
DOWN PAYMENT		
REBATE(S)	10,000.00	
NET TRADE-IN	0.00	
CASH/DEPOSIT	0.00	
VSC/CL-AH REFUNDS		
TOTAL DOWN PAYMENT		10,000.00
BALANCE DUE ON DELIVERY		30,107.00
VSC		0.00
DRAFT		30,107.00

Reference Number

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PURCHASER 10/01/2019 **DATE** **SALESPERSON** WILLIAM BRADLEY GUNTER 1158

PURCHASER 10/01/2019 **DATE** **ACCEPTED BY** DEALER OR AUTHORIZED REPRESENTATIVE

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Jeff Mayhue

From: Kyle Abramson <kyleabramson@westwayford.com>
Sent: Thursday, October 03, 2019 9:41 AM
To: Jeff Mayhue
Subject: Your Exclusive Internet Price from Westway Ford

Hi Jeff,

Thank you for your time and consideration in advance. Here are some options that you may be interested in. My name is Kyle Abramson, and I realize that shopping for a new vehicle is an exciting time! I am honored to be part of your information-gathering process and answer any questions you have.

1

2019 Ford F-150 MSRP $46,355

XL

VIN: 1FTEW1EPXKKE90308 Stock: KKE90308

4WD Standard Pickup Trucks V6 Cylinder Engine 10-Speed

2

2019 Ford Super Duty F-250 SRW MSRP $52,605

XLT

VIN: 1FT7W2B63KEC11158 Stock: KEC11158

4WD Standard Pickup Trucks 8 Cylinder Engine 6-Speed Automatic

VIEW DETAILS

We have these in stock! Plus we have several others with a variety of options and accessories for you to consider. Can you visit the dealership today or is another day this week better? Our 100% transparent no pressure process allows you the comfort and ease of finding the right vehicle on your terms. A Product Specialist will be in contact shortly to discuss your specific needs and budget.

Kyle Abramson
Product Specialist

Westway Ford
801 Airport Freeway
Irving, TX 75062
(972) 659-2326 office
(469) 321-2400mobile

Monday - Saturday: 8:30 to 9:00pm

*All Special Internet Pricing includes all incentives and may require to be financed thru Ford Financial. Any dealer value adds not included. Westway Ford is proud to serve the entire North Texas area including Dallas, Fort Worth, Irving, Euless, Grapevine, Garland, Mesquite, Plano, Frisco, Allen, McKinney, Van Alstyne, Duncanville, Richardson, Carrolton, Grand Prarie, Hurst, Coppell, Lewisville, Flower Mound and Denton.

.

CITY OF SAGINAW
BUDGET SUPPLEMENT
2019-2020

DRAINAGE UTILITY FUND EXPENDITURES

14-2559-00-00 TSF TO ENT FD-REIM SAL/OPER $ 86,185
This account will reimburse the Enterprise Fund for one-half the cost of salary and benefits of the Environmental Specialist and Environmental Assistant.

14-2560-00-00 TSF TO ENT FD-REIM GLTD $ -
This account will reimburse the Enterprise Fund for a portion of the vactor truck capital lease payment.

14-2561-00-00 TSF TO GEN FD-REIM SAL/OPER $ 129,775
This account will reimburse the General Fund for the cost of salary and benefits of two (2) Drainage Utility Maintenance Workers.

14-9206-00-00 TSF TO CAPITAL PROJECTS FUND $ -
This account will transfer funds to the capital projects fund

$	-
$	-

14-4200-00-00 UNIFORMS $ 1,200
This account is to supply uniforms. The Department is under contract with a uniform company. They launder the uniforms and make needed repairs which keep the employees looking neat and professional.

14-4620-00-00 SUPPLIES $ 45,000
This account is for rental equipment, supplies, and subcontractors for drainage utility projects.

14-4630-00-00 DISPOSAL COSTS $ 10,000
This is needed for disposing of debris from cleaning out the inlets and drainage canals throughout the city.

14-4900-00-00 MAINTENANCE & REPAIRS $ -

14-5100-00-00 BAD DEBTS $ -
Represents the amount owed to the City of Saginaw that is written off as uncollectible. Accounts that are more than one year past due.

14-6150-00-00 EDUCATIONAL TRAINING/TRAVEL $ 1,000
This is used to send two employees to annual continued education courses in Gradeall operation, Street Sweeper operation and mosquito abatement.

14-6200-00-00 ENGINEERING FEES $ -
This represents the design cost of drainage projects as needed.

14-6205-00-00 PERMIT FEES $ 1,500
State mandated municipal Stormwater permit fee. (MS4 - 5 year permit)
The permitting process is a long one. Currently operating under extension of old permit.
This account reduced in FY16/17 by 90% to $3,000 because of delays on the part of the state in implementing new storm water fees.

14-7000-00-00 CAPITAL OUTLAY/SPECIAL REQUEST $ 1,567,000

E Cement Creek Improvement Phase 2 construction	$	1,240,000
E Cement Creek Improvement Phase 3 design	$	164,000
Boom Arm mower with tractor	$	135,000
half ton service truck	$	25,000
portable stormwater meter	$	3,000
	$	1,567,000

TOTAL $ 1,841,660

CITY OF SAGINAW
BUDGET SUPPLEMENT
2019-2020

WATER & WASTEWATER

05-7000-50-00	**CAPITAL OUTLAY/SPECIAL REQUEST**				**$ 884,550**
		50% APWA accreditation	$	6,850	
		UB telephone payment system	$	9,500	
		replace 50% of residential meters w/ cellular	$	684,000	
		rehab 5 booster pumps	$	35,000	
		replace sewer main camera	$	110,000	
		backflow management software	$	4,200	
		replace service truck	$	35,000	
			$	-	
			$	884,550	
05-XXXX-55-00	**EF CAPITAL PROJECTS**				**$ 3,119,050**
05-7022-55-00	(impact fees $)	Saginaw Blvd 16" WL PH2	$	1,086,050	
05-7023-55-00		FM 156 Utility Relocation	$	325,500	
05-7021-55-00		Fairmount 12" sewer rehab PH1	$	1,094,000	
05-7026-55-00		BNSF Utility Relocation	$	467,500	
05-7024-55-00		I&I sewer repair projects	$	146,000	
					$ 12,206,290

CITY OF SAGINAW
BUDGET SUPPLEMENT
2019-2020

PUBLIC SERVICES

01-6850-06-00 TELEPHONE EXPENSES				**$ 4,680**
This account includes cell phone expense.				
01-7000-06-00 CAPITAL OUTLAY/SPECIAL REQUEST				**$ 91,850**
	50% APWA accreditation	$	6,850	
	ADA plan phase 3A	$	50,000	
	service truck replacement	$	35,000	
		$	-	
TOTAL				**$ 1,567,725**

City of Saginaw

Meeting Date: 11/5/2019

Staff Contact: Rick Trice, P.E.
Director of Public Works

Agenda Items: (4)(h)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action regarding purchase of one 2019 Polaris ATV for the Parks Department

---

BACKGROUND/DISCUSSION:
The 2019-20 Parks budget included funds in the amount of $12,000 for the purchase/replacement of an ATV. Bids were received from two bidders. The low bidder provided a bid for a two seated ATV versus a single seated.

Bids were received from the following:

Dealership	Bid
Grapevine Powersports	$10,783.21
Freedom Powersports	$11,753.68

FINANCIAL IMPACT:
The total financial impact will be $10,783.21. Funds in the amount of $12,000 are budgeted for the replacement of the ATV (Parks, Account 01-7000-07-00, Capital Outlay/Special Request).

RECOMMENDATION:
Staff recommends approval of the purchase of one 2019 ATV from Grapevine Powersports for the Parks Department.

ATTACHMENTS:

Description
Newsom Memo
Budget Information

Memorandum

October 30, 2019

To: Rick Trice, DPW
From: Randy Newsom, Operations Supt.
Subject: Recommendation to Purchase ATV

In the 2019-20 Parks Department Budget new ATV vehicles was approved. Our Chief Mechanic, Jeff Mayhue, has gotten quotes on several ATV vehicles. He has reviewed the quotes and has recommended we purchase the new ATV from Grapevine Power Sports.

The ATV he is recommending is a 2019 Polaris ATV. This vehicle is a two seat ATV which will allow for a wider range of usage.

Parks Department ATV -- 2019 Polaris ATV
Acct. # 01-7000-00-00 – funded amount $12,000.

Grapevine Powersports - $10,783.21

I have attached the quotes that the Chief Mechanic received for your review. I would like to recommend to Council for their consideration and approval of the purchase the new Polaris ATV from Grapevine Motorsports. I would like to get this item on the next Council agenda for November 5, 2019.

GRAPEVINE POWERSPORTS
4120 WILLIAM D TATE AVE
GRAPEVINE TX 76051
(817) 481-2500

Buyer's Order

Date
Deal No.
Salesperson Denise Armstrong
Lienholder NONE

+

C W H Email

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified.

Unit Information

N / U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2019	POLARIS	R19RNA57B1	3NSRNA575KE746859	746859	$10,509.00

Options:

2-Seats

Dealer Unit Price	$10,509.00
Factory Options	$0.00
Added Accessories	$0.00
Freight	$100.00
Dealer Prep	$0.00

Notes:

Trade Information

SPECIAL INV TAX	$24.21
Cash Price	$10,633.21
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$10,633.21
Sales Tax	$0.00
Title/License/Registration Fees	$0.00
Document or Administration Fees	$150.00
Credit Life Insurance	$0.00
Accident & Disability	$0.00
Total Other Charges	$150.00
Sub Total (Net Sale + Other Charges)	$10,783.21
Cash Down Payment	$0.00
Amount to Pay/Finance	$10,783.21

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted. Any difference in payoff amount is the Buyer's i

Documentary Fee is not an official fee. A documentary fee i not required by law, but may be charged to buyers for handling documents relating to the sale.
A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.

Buyer Signature _____ Dealer Signature _____

Co-Buyer Signature _____

Thank You for Your Business!

P.

Salesperson: SHANE RANEY

DATE: 10/01/2019

NAME: Jeff Mayhue

ADDRESS:

CITY: **STATE:** TX **ZIP:**

EMAIL: jmayhue@saginawtx.org

CELL # (682) 712-3919 **BUS. #** **HOME #**

VIN: (extra units on back)

FREEDOM POWERSPORTS
WWW.FREEDOMPOWERSPORTSUSA.COM

STOCK#	NEW USED	YEAR	MAKE	MODEL	COLOR	MILES/HOURS
		2020	can-am	hd 5 dps		0

	FREIGHT	SET-UP
PRE-OWNED	$0.00	$587.00
0-199cc	$284.00	$324.00
200-499cc	$387.00	$324.00
500cc+	$564.00	$378.00
SxS	$643.00	$432.00
PWC	$614.00	$432.00
BOAT	$1,886.00	$1,657.00
Sshot/Vhall	$995.00	$995.00

Delivery Charge: $

Parts / Accessories Amount

Labor / Install Amount

Total Parts/Accessories/Labor

SELL PRICE

Ag Exempt : Yes / No

11699

+FIS

Single Seat

----------F.S.P.----------

VSC PPM

Initial Investment

11753.68

TRADE

Year
Make
Model
Color
Miles/Hours
Payoff? YES / NO
Payoff Amount:
Lienholer:
VIN:

VALUE

Monthly Investment - W.A.C.

FINANCE / CASH / CHECK
CREDIT CARD (+3% svc fee)

This worksheet is provided to better assist you in understanding the pricing, trade-in and financing information. Any payment amounts are ESTIMATES ONLY based on approved credit, applicable taxes, vehicle selection, trade value(s), correct payoff and other factors specific to your transaction. Final payment amount may vary. By signing, I acknowledge and approve the information on this page.

Upon agreeable terms being reached, I am ready to purchase this vehicle today.

CUSTOMER APPROVAL:

FREEDOM POWERSPORTS DECATUR WWW.FREEDOMPOWERSPORTSTX.COM **BILL OF SALE**

201 W. THOMPSON STREET
TEL: 940-627-0627 FAX: 940-627-0629

Deal Number:

Date: 10/1/2019

Buyer Information:

CITY OF SAGINAW

Phone H: W:
SS#: DL:
DOB:

Co-Buyer Information:

Phone H: W:
SS#: DL:
DOB:

Unit(s) Lienholder:

	Yr	Make	Model	VIN	Odom	Price
New	2020	CAN-AM	DEFENDER DP	[redacted]		$10,499.00

Trade In Trade Lienholder:

Yr	Make	Model	VIN	Odom

WARRANTY

___ Polaris Factory Warranty
___ Suzuki Factory Warranty
___ Kawasaki Factory Warranty
___ FREEDOM POWERSPORTS 100%
___ 30 day/1000 mile Warrant
___ FREEDOM POWERSPORTS 50%
___ 30 day/1000 mile Warranty
___ Sold AS IS, NO WARRANTY

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller, Decatur Powersports dba FREEDOM POWERSPORTS, Decatur, Texas, expressly disclaims all warranties, either expressed or implied, including any implied warranty or merchantability or fitness for a particular purpose, and FREEDOM POWERSPORTS neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

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

ITEMIZATION OF SALE

Price	**$10,499.00**
Total Parts/Accessories	$0.00
Freight & Set-Up	$1,075.00
SUB TOTAL	**$11,574.00**
Trade Allowance	$0.00
Less Payoff	$0.00
Net Trade in	$0.00
SUB TOTAL LESS NET TRADE	**$11,574.00**
Inspection	$0.00
License or Title	$33.00
Service Contract	$0.00
State & Local Tax	$0.00
Dealer Inventory Tax	$21.68
Platinum Service	$0.00
GAP	$0.00
Theft	$0.00
Tire & Wheel	$0.00
Documentation Fee	$125.00
GRAND TOTAL	**$11,753.68**
CASH WITH ORDER	**$0.00**
Insurance	$0.00
BALANCE DUE ON DELIVERY	**$11753.68**

I, the undersigned, agree to purchase from you the following merchandise under the terms and conditions as specified herein. It is further agreed that the delivery date shall be as soon as possible. Neither you no the manufacturer will be held liable for failure to effect delivery on special orders or merchandise not already in inventory.

BUYER: _____ CO-BUYER: _____

SALES REPRESENTATIVE: _____ ACCEPTED BY DEALER: _____

Salesperson: SHANE RANEY

DATE: 10/01/2019

NAME: Jeff Mayhue city of saginaw

ADDRESS:

CITY: **STATE:** TX **ZIP:**

EMAIL: jmayhue@saginawtx.org

CELL # (682) 712-3919 **BUS. #** **HOME #**

VIN: JK1AFCM19LB530719

FREEDOM POWERSPORTS
WWW.FREEDOMPOWERSPORTSUSA.COM

(extra units on back)

STOCK#	✓NEW USED	YEAR	MAKE	MODEL	COLOR	MILES/HOURS
530719		2020	KAWASAKI	MULE 4010 4X4	RED	0

	FREIGHT	SET-UP
PRE-OWNED	$0.00	$587.00
0-199cc	$284.00	$324.00
200-499cc	$387.00	$324.00
500cc+	$564.00	$378.00
SxS	$643.00	$432.00
PWC	$614.00	$432.00
BOAT	$1,886.00	$1,657.00
Sshot/Vhall	$995.00	$995.00

Delivery Charge: $

Parts / Accessories Amount

Labor / Install Amount

Total Parts/Accessories/Labor

SELL PRICE

Ag Exempt : Yes / No

10,199
+FTS

Single Seat

----------F.S.P.----------

VSC PPM

Initial Investment

$ 10250

TRADE

Year
Make
Model
Color
Miles/Hours
Payoff? YES / NO
Payoff Amount:
Lienholer:
VIN:

VALUE

Monthly Investment - W.A.C.

FINANCE / CASH / CHECK

CREDIT CARD (+3% svc fee)

This worksheet is provided to better assist you in understanding the pricing, trade-in and financing information. Any payment amounts are ESTIMATES ONLY based on approved credit, applicable taxes, vehicle selection, trade value(s), correct payoff and other factors specific to your transaction. Final payment amount may vary. By signing, I acknowledge and approve the information on this page.

Upon agreeable terms being reached, I am ready to purchase this vehicle today.

CUSTOMER APPROVAL:

FREEDOM POWERSPORTS DECATUR WWW.FREEDOMPOWERSPORTSTX.COM BILL OF SALE

201 W. THOMASON STREET
Ph: 940-627-3627 FAX: 940-627-0629

Deal Number:

Date: 9/28/2019

Buyer Information:

CITY OF SAGINAW

Phone H: W:
SS#: DL:
DOB:

Co-Buyer Information:

Phone H: W:
SS#: DL:
DOB:

Unit(s) Lienholder:

	Yr	Make	Model	VIN	Odom	Price
New	2020	KAWASAKI	MULE 4010 4	JKAFCM19LB5x0719		$8,999.00

Trade In Trade Lienholder:

Yr	Make	Model	VIN	Odom

WARRANTY

___ Polaris Factory Warranty
___ Suzuki Factory Warranty
___ Kawasaki Factory Warranty
___ FREEDOM POWERSPORTS 100%
___ 30 day/1000 mile Warrant
___ FREEDOM POWERSPORTS 50%
___ 30 day/1000 mile Warranty
___ Sold AS IS, NO WARRANTY

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller, Decatur Powersports dba FREEDOM POWERSPORTS, Decatur, Texas, expressly disclaims all warranties, either expressed or implied, including any implied warranty or merchantability or fitness for a particular purpose, and FREEDOM POWERSPORTS neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

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

ITEMIZATION OF SALE

Price	$8,999.00
Total Parts/Accessories	$0.00
Freight & Set-Up	$1,075.00
SUB TOTAL	**$10,074.00**
Trade Allowance	$0.00
Less Payoff	$0.00
Net Trade in	$0.00
SUB TOTAL LESS NET TRADE	**$10,074.00**
Inspection	$0.00
License or Title	$33.00
Service Contract	$0.00
State & Local Tax	$0.00
Dealer Inventory Tax	$18.00
Platinum Service	$0.00
GAP	$0.00
Theft	$0.00
Tire & Wheel	$0.00
Documentation Fee	$125.00
GRAND TOTAL	**$10,250.00**
CASH WITH ORDER	**$0.00**
Insurance	$0.00
BALANCE DUE ON DELIVERY	**$10250.00**

I, the undersigned, agree to purchase from you the following merchandise under the terms and conditions as specified herein. It is further agreed that the delivery date shall be as soon as possible. Neither you nor the manufacturer will be held liable for failure to effect delivery on special orders or merchandise not already in inventory.

BUYER: _____ CO-BUYER: _____

SALES REPRESENTATIVE: _____ ACCEPTED BY DEALER: _____

CITY OF SAGINAW
BUDGET SUPPLEMENT
2019-2020

PARKS DEPARTMENT

01-6150-07-00 EDUCATIONAL TRAINING/TRAVEL **$ 1,000**

This account includes funding for schools concerning Park Maintenance and Safety.

01-6300-07-00 UTILITIES **$ 32,545**

Parks share of gas, electric, and water expense. Each meter has been assigned to responsible dept.

01-6500-07-00 INSURANCE-GEN LIABILITY/AUTO **$ 2,195**

This represents the Parks share of insurance expense. We have insurance through Texas Municipal League (TML). Estiamated city wide cost is $155,895.

01-6850-07-00 TELEPHONE EXPENSES **$ 780**

This account includes cell phones expense.

01-7000-07-00 CAPITAL OUTLAY/SPECIAL REQUEST **$ 19,800**

Replace ATV	$12,000
Replace pressure washer	$7,800

TOTAL **$ 329,855**

City of Saginaw

Meeting Date: 11/5/2019

Agenda Items: (4)(i)

Staff Contact: Rick Trice, P.E.
Director of Public Works

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action regarding purchase of One Boom Arm Mower and Tractor for the Drainage Department

---

BACKGROUND/DISCUSSION:
The 2019-20 Drainage Departments included budgeted funds in the amount of $135,000 each for the purchase of a new Boom Arm Mower and Tractor. The purchase will be made through Zimmerer Kubota & Equipment, Inc. utilizing the Buy Board Cooperative Purchasing contract.

The total amount of the purchase is $123,275.78 ($58,834.18 boom arm mower, $64,441.60 tractor).

FINANCIAL IMPACT:
The total financial impact will be $123,275.78. Funds in the amount of $135,000 is budgeted for the replacement of the Drainage Department's Boom Arm Mower and Tractor (Drainage, Account 14-7000-00-00, Capital Outlay/Special Request).

RECOMMENDATION:
Staff recommends approval of the purchase of one Boom Arm Mower and Tractor for the Drainage Department from Rockdale Country Ford utilizing the Buy Board Cooperative Purchasing contract in the total amount of $123,275.78.

ATTACHMENTS:

Description

Newsom Recommendation Memo

Drainage Budget Info

Memorandum

October 30, 2019

To: Rick Trice, DPW
From: Randy Newsom, Operations Supt.
Subject: Recommendation to Purchase Boom Arm Mower & Tractor

In the 2019-20 Drainage Department Budget a new Kubota Boom Arm Mower and Tractor were approved. This piece of equipment will replace the 1990 Kubota Boom Arm Mower & Tractor that we currently have. Our Chief Mechanic, Jeff Mayhue, has researched and determined that our best option is to purchase this piece of equipment is from Zimmer Kubota utilizing the BuyBoard contract.

The budgeted amount is $135,000 funded from the Drainage Department Special Request account 017000-00-00. The cost of the new tractor and mower will be $123,275.78 utilizing the BuyBoard contract. We will also have an additional savings of $4,000 from the trade-in of our old tractor and mower.

I would like to recommend to Council for consideration and approval of the purchase of the Boom Arm Mower & Tractor from Zimmer Kubota utilizing the BuyBoard Contract in the amount $123,275.78. I would like to get this on the agenda for next Council on November 5, 2019.

BuyBoard® Cooperative Purchasing

CE - #515-16, GM - #529-17

M6S-111SDSC WEB QUOTE #1481460
Date: 10/14/2019 3:33:06 PM

-- Customer Information --
Mayhue, Jeff
City of Saginaw
jmayhue@saginawtx.org
682-712-3919

Quote Provided By
Zimmerer Kubota & Equipment, Inc.
Steve Lee
5165 Mark IV Parkway
Ft. Worth , TX 76106
email: stevel@zkmail.com
phone: 8172816143

-- Standard Features --

Kubota

M Series

M6S-111SDSC
4WD MIDSIZE UTILITY TRACTOR, ELECTRO-HYDRAULIC SHUTTLE TRANSMISSION & CAB
*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS ***

DIESEL ENGINE
Kubota V3800 Direct Injection
3.8L (230 cu. In.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
12V 900 CCA Battery
Charging Output 80 amps Cab

MODEL SPECIFICATIONS
SAE Gross HP: 114
Engine Net HP: 105
Max . PTO HP: 95

EXHAUST EMISSION CONTROL TYPE
DPF System (Diesel Particulate Filter)
SCR System
DEF Tank Capacity: 4.2 Gal

HYDRAULICS / HITCH / DRAWBAR
Open Center Gear Pump
Max. Flow @ Rated Engine Speed:
Cab: 2600 RPM
Power Steering: 12.9 gpm
Impl. Flow: 17.6 gpm
Total Flow: 30.5 gpm

REMOTE VALVES
(1) SCD (Self Canceling Detent)
(1) FD (Float Detent)

3 POINT HITCH & DRAWBAR
Cat II 3-point Hitch
@ Lift Points: 4960 lbs
(ASAE)@ 24" Behind: 3858 lbs
Telescoping Lower Links
Stabilizers
Swinging Drawbar

POWER TAKE OFF
Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2405 Eng. rpm
1000 RPM @ 2389 Eng. RPM
Optional 540/1000 standard on
2 speed PTO Model

LIGHTING
2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Cab Mounted Worklights
2 Rear Cab Mounted Worklights

SELECTED TIRES
AMR8559A & AMR9256C AG TIRES
FRONT - 340/85R24 R1W Goodyear OptTrac
REAR - 460/85R34 R1W Goodyear OptTrac Cast

TRANSMISSION
16F/16R or 32F/32R Swing Shift Plus
Shuttle Shift: Electric Hydraulic
Main Shift: 8-Speed syncronized w/swing shift
Range Shift: 2-Speed Constant Mesh
Dual Speed: 2-Speed power shift
Clutch - Multi-Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE
Hydrostatic Power Steering
2WD: Steel Adjustable
4WD: Cast Iron, Bevel Gear 55 Deg
Mechanical Differential Lock
Adj. (Rim) Tread Spacing

FLUID CAPACITY
Fuel Tank Capacity: 46.2 gal
Cooling System: 2.5 gal
Crankcase: 2.8 gal
Hydraulics/Trans: 15.8 gal
Front Axle case: 1.9 gal
Bevel Gear case: 0.9 gal

INSTRUMENTS
LCD Display:
shuttle position, DEF guage,
Clock, Travel Speed, PTO RPM,
Hour Meter, Trip Meter,
Fuel Consumption, PM Level, RPM Memory
Oil Pressure
Fuel Gauge
Coolant Temperature
Swing Shift H/L Digital Light Indicator
4WD Indicator
Water Separator Ligh

CAB
Tilt Steering Wheel
Retractable Seat belt
12V - Outlet
Cup Holder
Coth Suspension Seat
Side view mirrors
Front wiper and washer

SAFETY EQUIPMENT
Flip-Up PTO Shield
Safety Start Switches
Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

-- Custom Options --

M6S-111SDSC Base Price:	$74,031.00
Configured Price:	$74,031.00
BUY BOARD Discount:	($16,286.82)
SUBTOTAL:	$57,744.18
Factory Assembly:	$250.00
Dealer Assembly:	$0.00
Freight Cost:	$590.00
PDI:	$250.00
Total Unit Price:	$58,834.18
Quantity Ordered:	1
Final Sales Price:	$58,834.18

Purchase Order Must Reflect the Final Sales Price

To order equipment – purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

BuyBoard® Cooperative Purchasing

CE - #515-16, GM - #529-17

M6-101DTC-F WEB QUOTE #1481462
Date: 10/14/2019 3:34:29 PM

-- Customer Information --
Mayhue, Jeff
City of Saginaw
jmayhue@saginawtx.org
682-712-3919

Quote Provided By
Zimmerer Kubota & Equipment, Inc.
Steve Lee
5165 Mark IV Parkway
Ft. Worth , TX 76106
email: stevel@zkmail.com
phone: 8172816143

-- Standard Features --

Kubota

Not Available in Nebraska

M Series

M6-101DTC-F
4WD FARM TRACTOR, ELECTRO-HYDRAULIC SHUTTLE TRANSMISSION & CAB
*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS ***

DIESEL ENGINE
Kubota V3800 Direct Injection
3.8L (230 cu. In.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
w/Wastegate and Intercooled
Fuel Tank Capacity: 50.2 Gal
130 Amp Alternator Cab
12V 900 CCA Battery
SAE Gross HP: 104.5
Engine Net HP: 97.1
Max . PTO HP: 82.0
@ 2600 Engine RPM

EXHAUST EMISSION CONTROL TYPE
DPF System (Diesel Particulate Filter)
SCR System
DEF Tank Capacity: 4.2 Gal

HYDRAULICS / HITCH / DRAWBAR
Open Center Gear Pump
Max. Flow @ Rated Engine Speed:
Power Steering: 16.1 gpm
Impl. Flow: 18.7 gpm
Total Flow:34.8 gpm

REMOTE VALVES
(1) SCD (Self Canceling Detent)
(1) FD (Float Detent)
In-Cab Flow Control Adjustment

3 POINT HITCH & DRAWBAR
Cat II 3-point Hitch
@ Lift Points: 8598 lbs
@ 24" Behind: 6834 lbs
2 External Lift Cylinders
Electronic Position and Draft Control
Telescoping Lower Links
Stabilizers
Swinging Drawbar - Straight

POWER TAKE OFF (540)
Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2405 Eng. rpm
SAE 1 3/8" Twenty-One Spline
1000 rpm @ 2389 Eng. rpm

LIGHTING
2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Front Cab Halogen Worklights
2 Rear Halogen Worklights

TRANSMISSION
24F/24R Intelli-Shift
Auto 4WD Function
Three Range, 8-Speed Semi-Powershift
Auto Shift Mode - Field & Road
Auto 4WD Function
Electro-Hydraulic Shuttle Shift
Electro-Hydraulic Front & Rear Diff. Lock
Clutch - Multi Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE
Hydrostatic Power Steering
4WD: Cast Iron, Bevel Gear Type
Bi-Speed Turn Feature
Planetary Final Drives
Adj. (Rim) Tread Spacing

FLUID CAPACITY
Cooling System: 11.3 qts
Crankcase: 10.5 qts
Hydraulics/Trans: 17.2 gal

INSTRUMENTS
LCD readout for MPH and PTO rpm
26 Mode LCD Readout
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature
Gear Speed Digital Light Indicator
Digital Light Indicator F/R Direction

GRAND-X CAB
4-post, ROPS Certified
RH & LH Doors
Tinted Glass Doors and Windows
In-roof window/vent
Tilt and Telescoping Steering Wheel
Deluxe Air Ride Seat
Dual Level Air Conditioning & Heater
Front and Rear Wiper/Washer
Front Sun Visor
Rear View Mirror
LH & RH Telescoping Side Mirrors
Radio Ready Cab
Steps, Left and Right Side
Interior Dome Light
12V – 30-Amp 2 Wire Coupler
12V – 3 Pin 30-Amp Coupler
12V - Outlet
Cup Holder
Instructor Seat Ready
Horn

SAFETY EQUIPMENT
Flip-Up PTO Shield
Safety Start Switches
Electric Key Shut Off
Parking Brake
Turn Signals

-- Custom Options --

M6-101DTC-F Base Price:	$81,220.00
Configured Price:	$81,220.00
BUY BOARD Discount:	($17,868.40)
SUBTOTAL:	$63,351.60
Factory Assembly:	$250.00
Dealer Assembly:	$0.00
Freight Cost:	$590.00
PDI:	$250.00
Total Unit Price:	$64,441.60
Quantity Ordered:	1
Final Sales Price:	$64,441.60

Purchase Order Must Reflect the Final Sales Price

To order equipment – purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

Zimmerer Kubota & Equipment, INC.
5600 NE Loop 820
Fort Worth, Texas 76117
817-281-6143 Toll Free 1-800-444-8447 Fax 817-581-1297

Customer	City of Saginaw	e-mail	
Address	Proposed Trade-in	Phone #	
City		Fax #	

Description of Equipment	Amount
1990 Kubota M8030F w/ Tiger TRB-50C boom mower	-$4,000.00
Note: Trade in value shown can be used toward any new equipment we sell. Trade in amount will be deducted from established Buy Board pricing on new unit.	

Finance options		
Months	APR	Payment
12		
24		
36		
42		
48		
60		
72		
84		

Sub Total	$0.00
Extended Warranty	$0.00
Trade-in Value	$0.00
Trade Difference	$0.00
Sales Tax 8.25%	$0.00
Trade-in Payoff	$0.00
Dealer's Heavy Eq. Tax	$0.00
T.E.R.P. Tax (50+ hp)	$0.00
UCC/doc fee	$0.00
Property Insurance	$0.00
Down Payment	$0.00
Total Trade allowance	**-$4,000.00**

Trade-in Description	Amount

All Prices Quoted are Discount for Cash or Check Purchases. Credit Cards are Gladly Accepted at Our Non-Discounted Price.

PROPOSAL ONLY NOT A SALES INVOICE

Kubota

Sales Person Steve Lee Date 10/17/2019

TERRAINKING™
Engineering Practical Solutions

CITY OF SAGINAW
BUDGET SUPPLEMENT
2019-2020

DRAINAGE UTILITY FUND EXPENDITURES

14-2559-00-00 TSF TO ENT FD-REIM SAL/OPER — $ 86,185
This account will reimburse the Enterprise Fund for one-half the cost of salary and benefits of the Environmental Specialist and Environmental Assistant.

14-2560-00-00 TSF TO ENT FD-REIM GLTD — $ -
This account will reimburse the Enterprise Fund for a portion of the vactor truck capital lease payment.

14-2561-00-00 TSF TO GEN FD-REIM SAL/OPER — $ 129,775
This account will reimburse the General Fund for the cost of salary and benefits of two (2) Drainage Utility Maintenance Workers.

14-9206-00-00 TSF TO CAPITAL PROJECTS FUND — $ -
This account will transfer funds to the capital projects fund

$	-
$	-

14-4200-00-00 UNIFORMS — $ 1,200
This account is to supply uniforms. The Department is under contract with a uniform company. They launder the uniforms and make needed repairs which keep the employees looking neat and professional.

14-4620-00-00 SUPPLIES — $ 45,000
This account is for rental equipment, supplies, and subcontractors for drainage utility projects.

14-4630-00-00 DISPOSAL COSTS — $ 10,000
This is needed for disposing of debris from cleaning out the inlets and drainage canals throughout the city.

14-4900-00-00 MAINTENANCE & REPAIRS — $ -

14-5100-00-00 BAD DEBTS — $ -
Represents the amount owed to the City of Saginaw that is written off as uncollectible. Accounts that are more than one year past due.

14-6150-00-00 EDUCATIONAL TRAINING/TRAVEL — $ 1,000
This is used to send two employees to annual continued education courses in Gradeall operation, Street Sweeper operation and mosquito abatement.

14-6200-00-00 ENGINEERING FEES — $ -
This represents the design cost of drainage projects as needed.

14-6205-00-00 PERMIT FEES — $ 1,500
State mandated municipal Stormwater permit fee. (MS4 - 5 year permit)
The permitting process is a long one. Currently operating under extension of old permit.
This account reduced in FY16/17 by 90% to $3,000 because of delays on the part of the state in implementing new storm water fees.

14-7000-00-00 CAPITAL OUTLAY/SPECIAL REQUEST — $ 1,567,000

E Cement Creek Improvement Phase 2 construction	$	1,240,000
E Cement Creek Improvement Phase 3 design	$	164,000
Boom Arm mower with tractor	$	135,000
half ton service truck	$	25,000
portable stormwater meter	$	3,000
	$	1,567,000

TOTAL — $ 1,841,660

City of Saginaw

Meeting Date: 11/5/2019

Agenda Items: (8)

Staff Contact: Rick Trice, P.E.
Director Public Works

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

PUBLIC HEARING - Consideration and Action regarding recommendation from Planning and Zoning Commission on a Specific Use Permit to allow the operation of a mini warehouse facility on approximately 4.65 Acres out of Lot 2R4, Block A, Van Zandt Place Addition, located north of West Bailey Boswell Road behind EECU in Saginaw.

BACKGROUND/DISCUSSION:

This item is a public hearing. This item is a request for approval of a specific use permit to allow a mini warehouse facility on approximately 4.65 Acres out of Lot 2R4, Block A, Van Zandt Place Addition, located north of West Bailey Boswell Road behind EECU in Saginaw.

The property is currently zoned Community Commercial (CC). The Ultimate Land Use Plan designates the property as Community Commercial (CC). A Specific Use Permit is required to allow a mini warehouse in Community Commercial (CC) zoning.

Per the City's Zoning Ordinance, the following Special Conditions apply:

1. A site plan is required.
2. All outdoor lighting, including parking lot lighting, shall be directed away from any property zoned or developed for residential uses.
3. Mini-warehouses.
    a. The principal access to the mini-warehouse complex shall be provided by an access drive of not less than 24 feet in width;
    b. The lot area used for mini-warehouse structures facing onto a public street shall not be greater than 100 feet in width including the access drive. The remainder of the lot devoted to the mini-warehouse use shall not face on any other public street;
    c. The boundary of the mini-warehouse complex shall be screened by walls or other devices from any adjoining use that, in the opinion of the council, is incompatible with the mini-warehouse use.

Sec. 5-4 G. *Conditions of permit approval* lists thirteen conditions to be considered. The applicant has

provided a written response to these conditions and it is included in the Commission's packet.

The Planning and Zoning Commission met on October 8, 2019 and denied the SUP by a 2-1 vote.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
Staff recommends approval of the Specific Use Permit allowing the operation of a mini warehouse facility on approximately 4.65 Acres out of Lot 2R4, Block A, Van Zandt Place Addition, located north of West Bailey Boswell Road behind EECU in Saginaw.

ATTACHMENTS:

Description

P&Z Packet October 8, 2019
P&Z Minutes October 8, 2019
Draft Ordinance--SUP MiniWhse
Ordinance Exhibits

CITY OF SAGINAW PLANNING AND ZONING COMMISSION
NOTICE OF REGULAR MEETING
Saginaw City Hall
333 West McLeroy Boulevard
6:00 P.M. – Tuesday, October 8, 2019

	(1)	**Call To Order**	Chairman Lewis
PG 2	(2)	**Roll Call To Establish Quorum**	Chairman Lewis
PG 3	(3)	**Audience Participation**	Chairman Lewis
PG 4	(4)	**Approval Of Minutes** Regular Meeting And Public Hearing On September 10, 2019	Chairman Lewis
PG 7	(5)	**PZ 1019-01 PUBLIC HEARING** Consideration And Action Regarding A Request for Approval of a Specific Use Permit to Be Allowed to construct and operate a Mini Warehouse Facility on Approximately 4.65 Acres of Land Out of Lot 2R4, Block A, Van Zandt Place Addition, Located North of The 700 Block of West Bailey Boswell Road in Saginaw	Jim Maibach Peyco Southwest
	(6)	**Staff Report**	Public Works Director Rick Trice, P. E.
PG 26	A.	Discussion Of Residential, Commercial And Industrial, And City Capital Projects	
PG 32	B.	Update Commission Of City Council Action On Previous Cases	

(7) **EXECUTIVE SESSION**

1 § 551.071. Consultation with Attorney. The Planning and Zoning Commission may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Planning and Zoning Commission 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

(8) **Adjournment** Chairman Lewis

DATE POSTED:_____ TIME:_____ BY:_____
DATE RETRIEVED:_____ TIME:_____ BY:_____

The City Hall is wheelchair accessible and special parking is available on the east side of the building or in front of the Library located west of City Hall. If special accommodations are required, please contact Mary Ragle at 817-230-0441 a minimum of 72 hours in advance of the meeting.

10/08/2019 P&Z Packet Page #1

PLANNING AND ZONING COMMISSION

Kenneth Haney Vice Chairman	Place No. 1	Term Expires May 2020
William Barngrover	Place No. 2	Term Expires May 2021
Matthew Lewis Chairman	Place No. 3	Term Expires May 2020
Malinda Julien	Place No. 4	Term Expires May 2021
Jason LaBruyere	Place No. 5	Term Expires May 2020
John Peet	1st Alternate	Term Expires May 2021
Randy Villarreal	2nd Alternate	Term Expires May 2020

- **Sec. 2-8. - Meeting and quorum**

A quorum for the conduct of business shall consist of three members of the commission. The members of the commission shall regularly attend meetings and public hearings of the commission and shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.

10/08/2019 P&Z Packet Page #2

Audience Participation

If anyone in the audience wishes to address the board on any item listed on the agenda, please fill out one of the audience participation forms located by the east door of the Council Room. After the form is completed, please hand it to the board secretary. Your request to speak will be given to the chairman and you will be called upon to speak when that item is discussed.

10/08/2019 P&Z Packet Page #3

MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCLEROY BOULEVARD
SEPTEMBER 10, 2019

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Director Public Works		Rick Trice
City Attorney		Alicia Kreh
Chief Building Official		Larry Little
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 4	Malinda Julien
Member	Place No. 5	Jason LaBruyere
Alternate Member	Alt. No. 2	Randy Villarreal
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Clay Cristy
Robert Dorazil
Gerald Sappington

(1) Call to Order

Chairman Lewis called the meeting to order at 6:50 p.m.

(2) Roll Call to Establish Quorum

Chairman Lewis called roll. The quorum will consist of Chairman Lewis, Vice Chairman Haney, Member Barngrover

(3) Audience participation

Item bypassed. No one other than representatives relating to item 5 were present.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on August 13, 2019 were presented for approval. A motion was made by Member Barngrover with a second by Vice Chairman Haney to approve the minutes for August 13, 2019 as presented. Motion carried unanimously.

For: Chairman Lewis, Vice Chairman Haney
Member Barngrover,

10/08/2019 P&Z Packet Page #4

Against: None

Absent Members Julien, LaBruyere, Alternate Members Villarreal, John Peet

(5) PZ 0919-01 PUBLIC HEARING

Consideration And Action Regarding A Request To Change The Zoning Classification Of Approximately 21.96 Acres Of Land Out Of Abstract 1798, Henry Robertson Survey, Tract 1N, Located At The Southwest Corner Of Blue Mound Road (Hwy 156) And East Bailey Boswell Road From Community Commercial (CC) And Multifamily (MF1) To Community Commercial (CC) (9.8 Acres) And Multifamily (MF2) (11.49 Acres) And Revising The Official Zoning Map In Accordance And By Amending The Comprehensive Land Use Plan

Chairman Lewis opened the Public Hearing at 6:51 p.m.

Director of Public Works Rick Trice reviewed the information included in the members' packets for this item.

Chairman Lewis asked for an explanation for changing from MF1 to MF2. Clay Cristy, engineer for the owner stated that the increased density would help support the commercial development proposed. He also stated that the reconfiguration of the existing zoning would locate more commercial zoning along East Bailey Boswell Road and Blue Mound Road (Hwy156) and tuck the multifamily behind the commercial.

Member Barngrover asked about ROW for the Blue Mound Road expansion. Mr. Cristy stated this will be included in platting.

Vice Chairman inquired about type of buildings for the multifamily. Mr. Cristy stated it would be 2 to 3 stories.

Chairman Lewis asked if there were any more comments. There were none.

Chairman Lewis closed the public hearing at 6:56 p.m.

A motion was made by Vice Chairman Haney with a second by Member Barngrover to recommend that the city council approve the zoning request for the property located at the southwest corner of East Bailey Boswell Road and Blue mound road to change the zoning from Community Commercial (CC) and Multifamily (MF1) to Community Commercial (CC) and Multifamily (MF2) Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Member Barngrover,

Against: None

Absent Members Julien, LaBruyere, Alternate Members Villarreal, John Peet

(6) Staff Report

A. Discussion of Residential, Commercial, Industrial, and City Capital Projects

B. Previous Cases

DPW Trice reviewed projects and developments included in information included in the members' packets. He also gave an update on projects throughout the city.

(7) EXECUTIVE SESSION

10/08/2019 P&Z Packet Page #5

1 § 551.071. Consultation with Attorney. The Planning and Zoning Commission may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Planning and Zoning Commission 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

No executive session was held

(8) Adjournment

Motion was made by Member LaBruyere with a second by Member Julien to adjourn the meeting. Motion carried unanimously.

For: Chairman Lewis, Vice Chairman Haney
Member Barngrover,

Against: None

Absent Members Julien, LaBruyere, Alternate Members Villarreal, John Peet

Chairman Lewis declared the meeting of September 13, 2019 closed at 6:59 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary

10/08/2019 P&Z Packet Page #6

City of Saginaw

205 Brenda Lane
P. O. Box 79070
Saginaw, Texas 76179
817-230-0500
Fax 817-232-9868
www.ci.saginaw.tx.us

DATE: October 4, 2019

TO: Chairman and Members of the Planning and Zoning Commission

FROM: Rick Trice, P.E., Director Public Works

SUBJECT: PZ 1019-01 - PUBLIC HEARING.

Consideration and action regarding a request for Specific Use Permit to allow the operation of a mini warehouse facility on approximately 4.65 Acres out of Lot 2R4, Block A, Van Zandt Place Addition, located north of West Bailey Boswell Road behind EECU in Saginaw.

Applicant: James Maiback
Owner: Havener HH LP, Gary Havener
Engineer: Kimley-Horn
Existing Zoning: Community Commercial (CC)
Ultimate Land Use Plan: Community Commercial (CC)

BACKGROUND: This item is a public hearing. This item is a request for approval of a specific use permit to allow a mini warehouse facility on approximately 4.65 Acres out of Lot 2R4, Block A, Van Zandt Place Addition, located north of West Bailey Boswell Road behind EECU in Saginaw.

The property is currently zoned Community Commercial (CC). The Ultimate Land Use Plan designates the property as Community Commercial (CC). A Specific Use Permit is required to allow a mini warehouse in Community Commercial (CC) zoning.

The following Special conditions apply:

1. A site plan is required.
2. All outdoor lighting, including parking lot lighting, shall be directed away from any property zoned or developed for residential uses.
3. Mini-warehouses.
   a. The principal access to the mini-warehouse complex shall be provided by an access drive of not less than 24 feet in width;

10/08/2019 P&Z Packet Page #7

b. The lot area used for mini-warehouse structures facing onto a public street shall not be greater than 100 feet in width including the access drive. The remainder of the lot devoted to the mini-warehouse use shall not face on any other public street;
c. The boundary of the mini-warehouse complex shall be screened by walls or other devices from any adjoining use that, in the opinion of the council, is incompatible with the mini-warehouse use.

Sec. 5-4 G. *Conditions of permit approval* lists thirteen conditions to be considered. The applicant has provided a written response to these conditions and it is included in the Commission's packet.

If you have any questions, please let me know.

Sincerely,

Rick Trice, P.E.
Director of Public Works

10/08/2019 P&Z Packet Page #8

AG	SF1	SF2	SF3	SF4	SFA	DX	ZLL	MH	MF1	MF2		OP	NC	CG	CF	LI	HI	
											Building Materials Manufacturing						P	7, 22
S											Dairy Processing							7, 22
											Electronics Manufacturing					P	P	7, 22
											Laundry, Dry Cleaning & Dyeing Plant including Diaper Service					P	P	7
S											Line Compressor Station	S	S	S	S	S	S	1, 15, 24
											Machine Shop					P	P	
											Manufacturing Facility (Light)					P	P	7, 22
											Meat Product Processing						S	2, 7, 22
											Metal Recycling Facility						S	
											Mini-warehouse		S	S		P	P	2, 7, 18
											Natural Resources Mining							
P	P	P	P	P	P	P	P	P	P	P	Oil and Gas Wells	P	P	P	S	P	P	15
											Pharmaceutical Plant					P	P	7, 22
											Plastic Products Manufacturing					P	P	7, 22
											Salvage Yard							7
											Stockyard						S	2, 7, 22
											Storage and Warehousing Establishment					P	P	2, 7, 13
											Storage Yard					P	P	7
											Telecommunications, Wireless Facility							14
											Textile Manufacturing					P	P	7, 22
											Warehousing, Freight Office and or Storage					P	P	7, 13, 22
											Welding or Machine Shop					P	P	7

10/08/2019 P&Z Packet Page #9

Sec. 5-2. - Special conditions for listed uses.

A. *Description of land use table conditions and special regulations.* The following describe conditions and special regulations for uses listed in the permitted use table. Additional requirements may be added to these herein by the planning and zoning commission or city council as deemed necessary to protect the health, safety, and gen-eral welfare of the citizens of Saginaw. No construction or occupancy shall commence for any permitted use until the conditions herein stated or required by the planning and zoning commission and city council have been met.

1. A site plan will be required in accordance with section 8-1, Site Plan Requirements.
2. A site plan, in accordance with section 8-1, Site Plan Requirements, will only be required in districts which require a specific use permit.
3. All storage shall be within completely enclosed buildings or effectively screened with screening not less than six feet nor more than eight feet in height, provided no storage located within 50 feet of such screening shall exceed the maximum height of such screening.
4. Temporary buildings for construction purposes for a period not to exceed the duration of such construction.
5. May not be located within 300 feet of any property zoned for a residential use or any property which is occupied by a church, public school, day care or nursing home. The measurement of distance shall be measured as a radius from the edge of the property line.
6. Permitted on a temporary basis only, in accordance with section 8-7, Temporary Uses and Special Events.
7. All outdoor lighting, including parking lot lighting, shall be directed away from any property zoned or developed for residential uses.
8. Any proposed stable or barn must be set back 150 feet from a residential property line. Only animals permitted within the corporate limits by the City Code will be permitted on site.
9. Pens, outdoor kennels, or animal runs must be located 150 feet from any residentially zoned property.
10. A copy of the state certification of licensing or registration as described in Section 42.052 of Chapter 42 - Texas Human Resources Code must be provided to the city.
11. Shall not be used for the storage of wrecked vehicles, or the dismantling of vehicles or the storage of vehicle parts.
12. All vehicles being stored for repair shall be screened from all public rights-of-way.
13. All equipment shall be stored and displayed on a hard all weather surface.
14. Antenna and towers shall be permitted and regulated in accordance with section 8-14, Wireless Communications Facilities.
15. Oil and gas wells shall comply with Ordinance No. 2007-09, as it may be amended. No gathering station/compressor stations shall be permitted in SF-1, SF-2, SF-3, SF-4, ZLL, DX, MF1, MF2 and MH zoning districts.
16. Accessory dwelling/garage apartments are limited to a maximum of 500 square feet.
17. Any business which uses the operation of motor vehicles on site, such as go cart tracks, shall not be located within 500 feet from any residentially zoned property.
18. Mini-warehouses.
    a. The principal access to the mini-warehouse complex shall be provided by an access drive of not less than 24 feet in width;
    b. The lot area used for mini-warehouse structures facing onto a public street shall not be greater than 100 feet in width including the access drive. The remainder of the lot devoted to the mini-warehouse use shall not face on any other public street;
    c. The boundary of the mini-warehouse complex shall be screened by walls or other devices from any adjoining use that, in the opinion of the council, is incompatible with the mini-warehouse use.
19. Shall comply with the regulations of article 10, Retirement Housing Regulations.
20. Any nonresidential use abutting a residentially zoned property shall be screened from public view by a solid fence, wall, berm, live plant material, or any combination thereof.

10/08/2019 P&Z Packet Page #10

21. Must comply with regulations provided in section 7-2, Carport Overlay District.

Star-Telegram MEDIA
Arlington Citizen-Journal | The Keller Citizen | La Estrella
Mansfield News-Mirror | Star-Telegram Northeast | Weatherford Star-Telegram
star-telegram.com | 808 Throckmorton St. | Ft Worth, Tx. 76102-6315

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
600657	0004396989	PUBLIC NOTICE CITY OF SAGINAW The City	Public Notice	$583.26	1	33.00 Li

Attention: Janice England

CITY OF SAGINAW
PO BOX 79070
FORT WORTH, TX 761790070

PUBLIC NOTICE
CITY OF SAGINAW
The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on October 8, 2019 to consider a request for Specific Use Permit to allow the operation of a mini warehouse facility on approximately 4.65 Acres out of Lot 2R4, Block A, Van Zandt Place Addition, located north of West Bailey Boswell Road behind EECU in Saginaw.
The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on October 15, 2019 to consider the above mentioned request for a Specific Use Permit, contingent upon the receipt of a report regarding the Specific Use Permit from the Planning and Zoning Commission.
Both meetings will be at the City of Saginaw City Hall located at 333 W McLeroy Boulevard, Saginaw, Texas, 76179.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any questions regarding this matter to Rick Trice at 817-230-0500.

PUBLIC NOTICE
CITY OF SAGINAW
The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on October 8, 2019 to consider a request for Specific Use Permit to allow the operation of a mini warehouse facility on approximately 4.65 Acres out of Lot 2R4, Block A, Van Zandt Place Addition, located north of West Bailey Boswell Road behind EECU in Saginaw.
The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on October 15, 2019 to consider the above mentioned request for a Specific Use Permit, contingent upon the receipt of a report regarding the Specific Use Permit from the Planning and Zoning Commission.
Both meetings will be at the City of Saginaw City Hall located at 333 W McLeroy Boulevard, Saginaw, Texas, 76179.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any questions regarding this matter to Rick Trice at 817-230-0500.

THE STATE OF TEXAS

County of Tarrant

Before me, a Notary Public in and for said County and State, this day personally appeared VICTORAI RODELA, Bid and Legal Coordinator for the **Star-Telegram**, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

1 Insertion(s)

Published On:
September 27, 2019

(Principal Clerk)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 27th day of September in the year of 2019

Notary Public -

AMBAR LIZARAGA
My Notary ID # 132631231
Expires May 1st, 2023

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

10/08/2019 P&Z Packet Page #11

205 Brenda Lane
P O Box 79070
Saginaw, Texas 76179
817-230-0500
Fax: 817-232-9868

City of Saginaw

September 27, 2019

NOTICE OF PUBLIC HEARING

RE: PZ 1019-01 Request for consideration of approval of a Specific Use Permit to allow construction and operation of a mini warehouse in Saginaw. This use is allowed in a Community Commercial (CC) Zoning District with the approval of a specific use permit.

Dear Property Owner:

The Planning and Zoning Commission of the City of Saginaw will hold a Public Hearing on the 8th day of October, 2019 at 6:00 p.m. and the City Council of the City of Saginaw, Texas, will hold a Public Hearing on the 15th day of October , 2019 at 6:00 p.m. in the Council Chambers of the Saginaw City Hall, 333 West McLeroy Boulevard, Saginaw, Texas, for the purpose of considering a request from James L. Maibach, 1703 N. Peyco Dr., Arlington, Tx 76001 to construct and operate a mini warehouse on property located north of the 700 block of West Bailey Boswell Road (behind the E. R. and EECU).

These hearings are open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. A reply form is provided for your convenience. Another person may also represent you.

The enclosed map shows the area of request. The circle around the area is that within which property owners are required by law to be notified. Only that area which is shaded or crosshatched is the property to be considered.

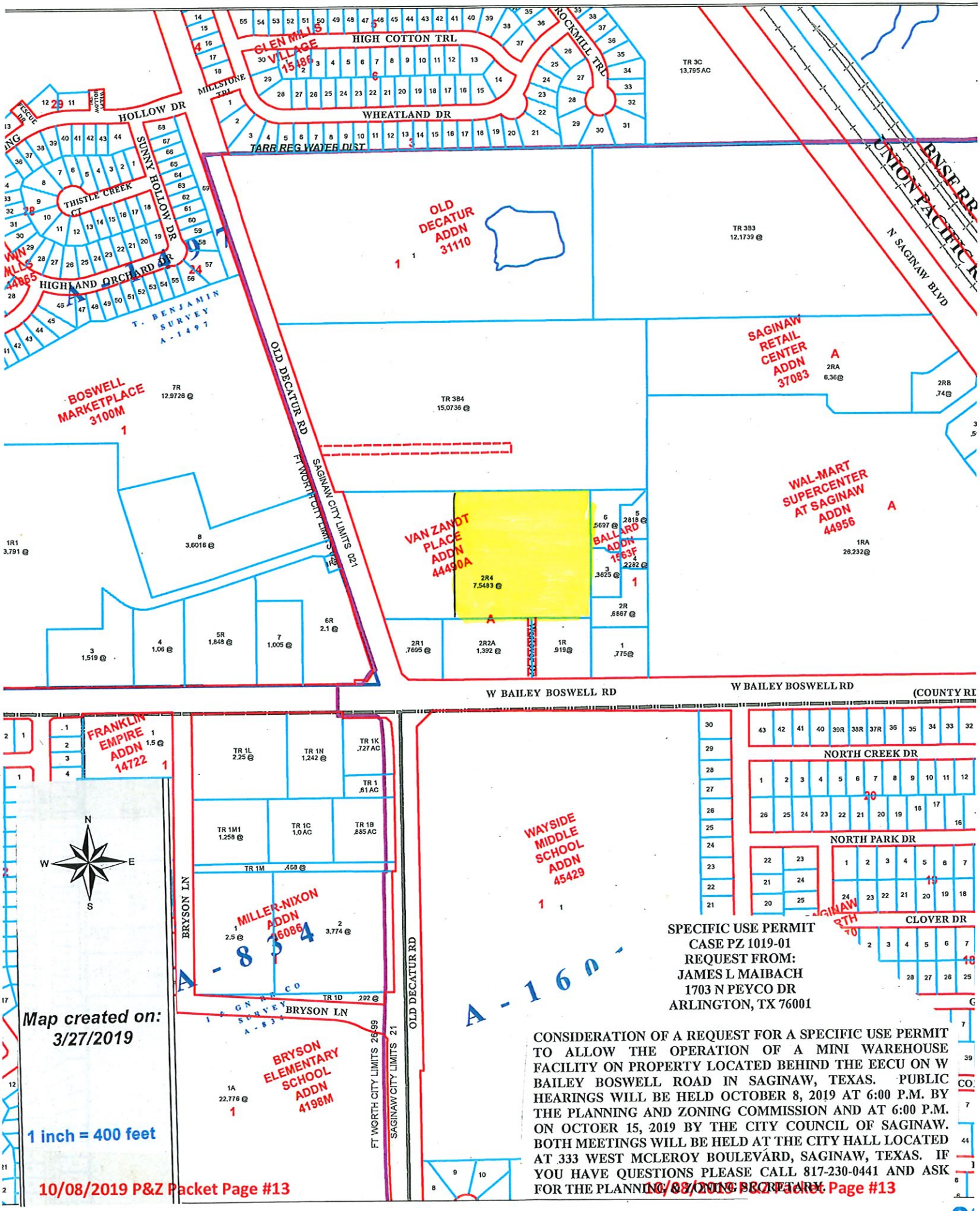
If you have any questions you may call me at 817-230-0500 ext 2441 or Rick Trice, Director of Public Works at ext. 2449.

Sincerely,

Mary Ragle
Planning & Zoning Secretary

Enclosures: Map of requested property and reply form.

10/08/2019 P&Z Packet Page #12



Map created on:
3/27/2019

1 inch = 400 feet

SPECIFIC USE PERMIT
CASE PZ 1019-01
REQUEST FROM:
JAMES L MAIBACH
1703 N PEYCO DR
ARLINGTON, TX 76001

CONSIDERATION OF A REQUEST FOR A SPECIFIC USE PERMIT TO ALLOW THE OPERATION OF A MINI WAREHOUSE FACILITY ON PROPERTY LOCATED BEHIND THE EECU ON W BAILEY BOSWELL ROAD IN SAGINAW, TEXAS. PUBLIC HEARINGS WILL BE HELD OCTOBER 8, 2019 AT 6:00 P.M. BY THE PLANNING AND ZONING COMMISSION AND AT 6:00 P.M. ON OCTOER 15, 2019 BY THE CITY COUNCIL OF SAGINAW. BOTH MEETINGS WILL BE HELD AT THE CITY HALL LOCATED AT 333 WEST MCLEROY BOULEVARD, SAGINAW, TEXAS. IF YOU HAVE QUESTIONS PLEASE CALL 817-230-0441 AND ASK FOR THE PLANNING & ZONING SECRETARY.

10/08/2019 P&Z Packet Page #13

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Planning & Zoning Secretary, City of Saginaw, Texas, P. O. Drawer 79070, Saginaw, Texas 76179

If you have questions concerning the request, you may call 817/230-0441.

REPLY

RE: Planning and Zoning Commission Meeting on 10/8/19 and City Council Meeting on 10/15/19 to consider a request for a Specific Use Permit to be allowed to construct and operate a mini-warehouse facility on property located north of the 700 block of W. Bailey Boswell Road (behind the E. R. and E. E. C. U.)

Name:_____

Address:_____

Phone Number:_____

( ) In Favor

( ) Opposed

Reasons and/or Comments

_____

_____

_____

_____

_____

_____

_____

_____

_____

10/08/2019 P&Z Packet Page #14

PZ1010 1 45429 1 1
EAGLE MOUNTAIN SAGINAW ISD
1200 N OLD DECATUR ROAD
SAGINAW TX 76179

PZ1010 1 44490A 2R2A
HAVENER HH LP
PO BOX 121689
FORT WORTH TX 76121

PZ1010 1 A1497 3B04
AM & JK DEVELOPMENT LLC
927 CONDOR DR
COPPELL TX 75019

PZ 1019 01 44956 A 1RA
WALMART REALT EST BUS
% PROPERTY TAX MS 0555
P O BOX 8080
BENTONVILLE AR 72712

PZ1010 1 44490A A1R
E E C U
1617 W 7TH ST
FORT WORTH TX 76102

PZ1010 1 44490A 2R1
7-ELEVEN INC
55 IVAN ALLEN JR BLVD NW STE 845
ATLANTA GA 30308

PZ1010 1 1563F 1 1-6
BALLARD FAMILY INVESTMENTS
701 W BAILEY BOSWELL RD
SAGINAW TX 76179

10/08/2019 P&Z Packet Page #15

City of Saginaw

APPLICATION FOR SPECIFIC USE PERMIT

I. PROPERTY INFORMATION

LOCATION OF PROPERTY: 1400 N. Old Decatur Rd.

LEGAL DESCRIPTION: (REF. SITE PLAN)

LOT: 2R4 BLOCK: A ADDITION: Van Zandt Place

TRACT: _____ ABSTRACT: 1497 SURVEY: Benjamin Thomas

ZONING: CC - Community Commercial

PRESENT USE AND IMPROVEMENTS ON PROPERTY: Vacant Land

APPLICANT INFORMATION:		
James L. Maibach	1703 N. Peyco Dr. Arlington, TX 76001	(817) 467-6803
APPLICANT NAME	ADDRESS	TELEPHONE

II. OWNER INFORMATION:

Havener HH LP	PO Box 121969 Fort Worth, TX 76121	(817) 239-1717
PROPERTY OWNER NAME	ADDRESS	TELEPHONE

by: Gary W. Havener
(Property Owner Signature)

III. AGENT INFORMATION:

Brandon Middleton	801 Cherry St. Suite1300, Unit 11 Fort Worth, TX 76102	(817) 339-2275
AGENT	ADDRESS	TELEPHONE

(Agent Signature)

HAS A PREVIOUS APPLICATION OR APPEAL BEEN FILED ON PROPERTY?

☐ NO ☑ YES, DATE Sept. 2014

I CERTIFY THAT ~~(I AM THE LEGAL OWNER OF RECORD)~~ (I HAVE SECURED THE PROPERTY OWNER'S PERMISSION) AND HAVE FULL AUTHORITY TO MAKE THIS APPLICATION AND/OR APPEAL

APPLICANT SIGNATURE

9/9/2019
DATE

10/08/2019 P&Z Packet Page #16

IV. REQUESTED ACTION

SPECIFIC USE REQUESTED: SUP for Mini-Warehouse.

V. APPLICANT JUSTIFICATION FOR REQUEST

PLEASE ATTACH ADDITIONAL SHEET IF NECESSARY

All Storage is a leader in the self-storage market proving the best all-around facilities and amenities at each location. This proposed development is for a first class self-storage facility. The site is located behind 3 existing buildings on Bailey Boswell. On Old Decatur Rd. the project will also be buffered from the street by the remaining lot which compliments the use. The current zoning of the property is CC and the self-storage use is allowed with an SUP. The project features a 3 story building for climate controlled storage. This building is planned to feature a leasing office, interior drive-thru access, and internal elevators for accessing the above floors. Quality design is incorporated into the project site and the exteriors of the building. There are also two smaller single story buildings that will also be comprised of masonry materials. All together, this project meets the ordinances for the CC zoning district in parking, height, landscape, screening, exteriors, and no variances are being requested. We look forward to working on this project.

9-10-2019
DATE RECEIVED

APPLICATION TAKEN BY

$750.00
FEE RECEIVED

175803
RECEIPT NUMBER

P&Z MEETING DATE

CITY COUNCIL MEETING DATE

ACTION TAKEN: APPROVED ☐ DENIED ☐ DATE: _____

VOTE: FOR ☐ AGAINST ☐ ABSTAIN ☐

10/08/2019 P&Z Packet Page #17

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com
In God We Trust

WENDY BURGESS
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00041619269
AD NUMBER: 44490A A . 2R4
CERTIFICATE NO : 78226423

DATE : 9/13/2019
FEE : $10.00

COLLECTING AGENCY
WENDY BURGESS
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY
KIMLEY HORN

801 CHERRY STSUITE 1300 UNIT 11
FORT WORTH TX 76102

PROPERTY DESCRIPTION
VAN ZANDT PLACE ADDITION BLOCK
A LOT 2R4

0001400 N OLD DECATUR RD
7.5483 ACRES

PROPERTY OWNER
HAVENER HH LP

PO BOX 121969
FORT WORTH TX 761211969

YEAR	TAX UNIT	AMOUNT DUE
2018	CITY OF SAGINAW	$0.00
2018	Tarrant County	$0.00
2018	JPS HEALTH NETWORK	$0.00
2018	TARRANT COUNTY COLLEGE	$0.00
2018	EAGLE MOUNTAIN/SAGINAW ISD	$0.00
	TOTAL	$0.00

ISSUED TO : KIMLEY HORN
ACCOUNT NUMBER: 00041619269
TOTAL CERTIFIED TAX: $0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

_____Deputy

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Peyco Southwest Realty Inc.
In Arlington Since 1976

Real Estate Brokerage ♦ Development ♦ Appraisals ♦ Property Tax Consulting

September 30, 2019

Re: All Storage | Saginaw, SUP Zoning Requirements Letter

City of Saginaw
205 Brenda Lane
Saginaw, TX 76179

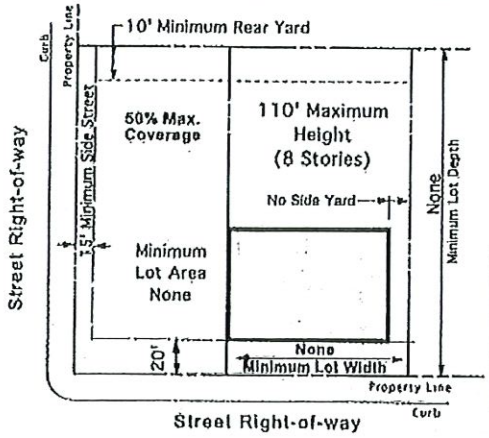
To Mary Ragle:

Please find the below 13 responses in accordance with Zoning Ordinance Section 5.4 G 1-13.

1. The proposed use complies with all of the requirements of the zoning district in which the property is located.

    a. *Purpose.* The "CC" district is established to provide for a broad range of retail and service oriented commercial uses. This district is generally located near major thoroughfares because of the intensity of vehicular traffic visiting these uses. Because of the more intense commercial use, care should be given in locating the CC district near residential uses.
        i. **The desired use of a mini warehouse/self-storage facility is appropriate in its purpose for CC zoning. The business concept blends the ability of patrons to be able to purchase boxes, tape, and other packing material, along with a service-oriented business in providing a location for people to store belongings in a secure and safe location. The site is located near major thoroughfares of Bailey Boswell Rd and Old. Decatur Rd. The proposed development sits behind existing CC zoned businesses 7-Eleven, Medical City ER Saginaw, EECU Credit Union, and is screened by these businesses from the closest residential neighborhood to the southeast of the subject property. Its location is considered a secondary retail location.**
    b. *Permitted uses.* Uses in the "CC" district shall be in accordance with section 5-1, Permitted Use Table.
        i. **The proposed development is in accordance with Section 5-1; with an appropriate Special Use Permit.**
    c. *Area requirements.* The requirements regulating the minimum lot size, minimum yard size (front, side, and rear), maximum building height (stories and feet), and maximum lot coverage, and minimum floor area, as it pertains to this district, shall conform with the provisions provided in the density, area, yard, height, and lot coverage requirements for the CC zoning district.

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CC – Zoning District Area Requirements	
Minimum Lot Area	NA
Minimum Lot Width	NA
Minimum Lot Depth	NA
Minimum Front Yard	20 ft.
Minimum Side Yard	None
Minimum Rear Yard	10 ft.
Maximum Lot Coverage	50 %
Maximum Building Height	110 ft. or 8 stories

i. **The proposed development complies with all Area Requirements as shown in provided plans and listed below.**

ii. **Min Front Yard 20' – Complies**
Min Side Yard None – Exceeds yard space on both sides of building.
Min Rear Yard 10' – Complies
Max Lot Coverage: 50% (Lot Area: 202,370 SF)
Lot Coverage: 44% (Ground Level Bldg. SF: 89,700 SF)
Max Building Height 110' – Complies. (Proposed Bldg. Height: 51'-6")

d. *Off-street parking and loading requirements.* Off-street parking and loading requirements shall conform to the provisions of section 8-9, Off Street Parking and Loading Requirements.

i. **Per Section 8-9, 1 parking space per 3,000 SF of Floor Area.**
Total floor area: 247,100 SF. 82 spaces required | 83 spaces are provided.

e. *Landscaping.* Landscaping shall be in accordance with section 8-13, Landscaping Regulations.

i. **Landscaping in accordance with section 8-13 per landscape plan**

f. *Signs.* Signs shall be in accordance with section 8-10, Sign Regulations.

i. **Signs in accordance with section 8-10.**

g. *Exterior construction.* Exterior Construction shall be in accordance with section 9-1.C, Commercial.

i. **Project complies with the masonry requirements within the zoning district.**

2. The proposed use as located and configured will contribute to or promote the general welfare and convenience of the city.

a. **The proposed climate controlled, internal access, self-storage development will be a benefit for the city and residents of Saginaw. As the greater Fort Worth area continues to expand, Saginaw is and will continue to be a sought-after location for new residents. The proposed development will provide a safe, secure, climate-controlled facility that is centrally located to new development along Bailey Boswell and Old Decatur Rd. The site is configured behind existing community centered businesses. Due to the lack of immediate visibility, this location would not be as well suited for retail development. To the west, on Old Decatur, there will be**

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a second lot that will also provide a buffer from the site to the street. No street frontage is being proposed with this project.

3. The benefits that the city gains from the proposed use outweigh the loss of or damage to any homes, business, natural resources, agricultural lands, historical or cultural landmarks or sites, wildlife habitats, or natural, scenic, or historical features of significance, and outweigh the personal and economic cost of any disruption to the lives, business and property of individuals affected by the proposed use.
    a. **The current tax value for the subject (TAD account #:41619269) as a vacant tract of land is $301,932, and with the current agricultural exemptions the taxes received on the property for Saginaw City and Eagle Mountain/Saginaw ISD total $13.96. This development will make an impact on these figures. While the land may have served an agricultural purpose in the past, the continued development around the site has diluted its potential. Additionally, the developer is not aware of any cultural or historical significance of the site, and this would have most likely come forward as a point of contention in prior development around the subject. Businesses around the proposed development will likely see more visitors to their respective businesses, as new development helps drive additional visibility to an area.**

4. Adequate utilities, road access, drainage and other necessary supporting facilities have been or shall be provided.
    a. **The developer of the subject has worked closely with the City of Saginaw to ensure all necessary improvements are taken to account. The drainage is being designed with a detention pond in an effort to match the existing drainage conditions. Widening of access easements on the Southwest corner of the property will improve access to the subject site. Utilities are available and will be extended to the site. The developer will continue to refine utility details during the building permitting process.**

5. The design, location and arrangement of all public and private streets, driveways, parking spaces, entrance and exits shall provide for a safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments.
    a. **As mentioned in item 4, the developer is planning on expanding the access easement on the southwest corner of the subject to allow for additional ease of access to the subject. In addition, the development features an EZ Drive-Thru in the middle of the building which provides patrons the security and comfort of loading/unloading vehicles in and out of the facility. The site is designed to connect to the existing drives while providing access to the around the site without disrupting existing traffic or adjacent developments.**

6. The issuance of the specific use permit does not impede the normal and orderly development and improvement of neighboring vacant property.
    a. **The vacant tract to the west of the subject (Unplatted lot 2R4B) is in support of the development and is working closely with developer. There is no foreseen hinderance**

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to this property at this point. Additionally, as part of this project, Water and Sewer utilities will be extended to this lot. The vacant lot to the North is under development and should bear no hindrance from this development.

7. The location, nature and height of the buildings, structures, walls and fences are not out of scale with the neighborhood.
   a. **The buildings are setback from the street in both directions and they fit within the zoning regulations for this district. The zoning standards on this lot allow for more lot coverage and building height than what is being proposed. The overall height of the building (51'-6") is in accordance with CC zoning, using 50% of the maximum allowed height. The project is below the existing allowed guidelines and fits in with the existing uses and the future proposed uses.**

8. The proposed use will be compatible with and not injurious to the use and enjoyment of neighboring property, nor significantly diminish or impair property values within the vicinity.
   a. **The proposed subject will be beneficial to the surrounding development, as new development has the potential to bring new patrons and customers to the surrounding businesses. Customers that may choose to utilize this climate controlled secure self-storage facility are likely to also visit the surrounding businesses of 7-Eleven, Walmart, Chick-Fil-A, etc. Additionally, development of this site near these businesses will help promote a cleaner/more established neighborhood, as vacant lots can sometimes lead to illegal dumping and other activities.**
9. Adequate nuisance prevention measures have been or shall be taken to prevent or control offensive odors, fumes, dust, noise, vibration and visual blight.

   a. **The proposed self-storage facility will not produce odors, fumes, dust, noise, vibration, or visual blight. To the contrary, the proposed subject is likely to assist with dampening of noise and visual blight from traffic on Bailey Boswell to the residential neighbors to the North of the subject. Additionally, the development has the amenity of the EZ Drive-Thru which mitigates the visibility of vehicles loading and unloading.**

10. Sufficient on-site lighting is provided for adequate safety of patrons, employees and property, and such lighting is adequately shielded or directed so as not to disturb or adversely affect neighboring properties.
    a. **On-site lighting will be designed to lighting code and city ordinance requirements. Building lighting is to be directed downward/away from adjacent residential districts.**
       As discussed in item 8, the development of the vacant land will improve the security for the surrounding businesses as development of a vacant lot is a crime deterrent in itself.

11. There is sufficient landscaping and screening to ensure harmony and compatibility with adjacent properties.
    a. **An integral part of the project is the landscaping. It will be done to city ordinance, and it will be very compatible with the adjacent properties. Additionally the**

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development of the vacant land will add landscaping that is currently not present, and help yield a more well established area.

12. The proposed operation is consistent with the applicants submitted plans, master plans, projections, or where inconsistencies exist, the benefits outweigh the costs.
    a. **The developer has and will continue to be willing to work with city to comply with needs and concerns for the proposed site. The developer wishes to be an asset to the city of Saginaw through their development, and wishes to see continual improvement for the surrounding neighborhoods.**

13. The proposed use is in accordance with the City of Saginaw Comprehensive Land Use Plan.
    a. **The Ultimate Land Use Plan as available from the City of Saginaw's website shows the site planned for (CC) Community Commercial. As mentioned in item 1, mini warehouse/self-storage is allowed with a Specific Use Permit. The subject is inline with the cities desires and plans for the area, and will continue to be an asset to the surrounding community.**

Thank you for your time in reviewing this letter, please feel free to contact us with any comments or concerns that you might have.

Respectfully,

Jim Maibach, President
Peyco Southwest Realty, Inc.
jmaibach@peycosouthwest.com
817-467-6803

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15.065 ACRE PORTION
JOHN Y. PAK, AND WIFE VIVIAN PAK
VOL. 10437, PG. 1728
D.R.T.C.T.

ZONING: AG

8' CEDAR WOOD FENCE

N 90°00'00" E – 470.62'

FD. 1/2" I.R.

PROP. OUTFALL STRUCTURE TO MATCH EX. SHEET FLOW CONDITIONS & DRAIN NORTH

8' CEDAR WOOD FENCE

10' REAR YARD SETBACK AREA FOR DETENTION

PROPOSED FIRE HYDRANT

PROPOSED FIRE HYDRANT

25' FIRELANE AND ACCESS DRIVE

BENJAMIN THOMAS SURVEY, A–1497

15' LANDSCAPE BUFFER

20' FRONT YARD SETBACK

N 17°50'54" W – 643.05'

OLD DECATUR ROAD
(COUNTY ROAD 4107 – A VARIABLE WIDTH R.O.W.)

LOT 2R4B
UNPLATTED

ZONING: COMMUNITY COMMERCIAL

BLOCK A
VAN ZANDT PLACE ADDITION
CLERK'S FILE NO. D212304343
P.R.T.C.T.

N 00°04'41" W – 430.29'

BUILDING A
3-STORY BUILDING
78,700 SF/FLOOR
236,100 SF GROSS

270'

BUILDING C
(16) - 10'X25'
4,000 SF GROSS

18.0'

EZ-DRIVE-THRU

25'

290'

83'

GATE 2

PROPOSED ALL STORAGE SITE
LOT 2R4A
202,370 SF
4.65 AC

ZONING: COMMUNITY COMMERCIAL

25' ACCESS DRIVE

37' ACCESS DRIVE

BUILDING B
(20) - 10'X35'
7,000 SF GROSS

S 00°05'20" E – 425.55'

8' CEDAR WOOD FENCE

EX. OFFICE BUILDING

LOT 2, BLOCK 1
BALLARD ADDITION
CAB. A, SLD. 9369
P.R.T.C.T.

10.1'

ZONING: COMMUNITY COMMERCIAL

OFFICE
1,532 SF

PROPOSED 25' UTILITY EASEMENT

PROPOSED 10' PERMANENT ACCESS EASEMENT

ACCESS EASEMENT
DOC. NO. D213217552
(COMMITMENT TRACT 2)

PROPOSED FIRE HYDRANT

PROPOSED FIRE HYDRANT

8' CEDAR WOOD FENCE

FD. 5/8" I.R.

S 89°55'19" W – 198.84'

30.00'

CUT CROSS

S 89°55'19" W – 470.70'

149.58'

149.59'

197.40'

EX. PUBLIC 8" WATER LINE

40' DRAINAGE, UTILITY, & PERMANENT ACCESS EASEMENT
DOC. NO. D212304343

25' INGRESS/EGRESS EASEMENT
DOC. NO. D208029822

EX. 7–ELEVEN BUILDING
LOT 2R1

ZONING: COMMUNITY COMMERCIAL

ACCESS EASEMENT
DOC. NO. D213217552
(COMMITMENT TRACT 2)

LOT 2R2

ZONING: COMMUNITY COMMERCIAL

LOT 2R3

ZONING: COMMUNITY COMMERCIAL

EX. MEDICAL CENTER ER SAGINAW BUILDING

BLOCK A
VAN ZANDT PLACE ADDITION
CLERK'S FILE NO. D212304343
P.R.T.C.T.

16' WATER EASEMENT
DOC. NO. D208018435
P.R.T.C.T.

EX. EECU CREDIT UNION BUILDING
LOT 1R, BLOCK A
VAN ZANDT PLACE ADDITION
DOC. NO. D208018435
P.R.T.C.T.

ZONING: COMMUNITY COMMERCIAL

EX. OFFICE BUILDING

LOT 1, BLOCK 1
BALLARD ADDITION
CAB. A, SLD. 9369
P.R.T.C.T.

ZONING: COMMUNITY COMMERCIAL

SANITARY SEWER EASEMENT
DOC. NO. D213217552

25'X25' PUBLIC OPEN SPACE EASEMENT
A–11695, P.R.T.C.T.

8.264 ACRES
WESTOVER BAILEY BOSWELL, LTD.
CLERK'S FILE NO. D206011205
D.R.T.C.T.

ZONING: COMMUNITY COMMERCIAL

ACCESS EASEMENT
DOC. NO. D213217552

24' ACCESS EASEMENT
DOC. NO. D212304343 P.R.T.C.T.

CONNECT TO EX. SSWR MANHOLE

SOUTH – 202.67'

24' ACCESS EASEMENT
DOC. NO. D208018435 P.R.T.C.T.

S 00°05'20" E – 201.11'

10' UTILITY EASEMENT/CABINET A, SLIDE 9369

20' FRONT YARD SETBACK

15' LANDSCAPE BUFFER

FD. 1/2" I.R.

S 47°45'50" E
31.00'

S 89°55'26" W – 416.70'

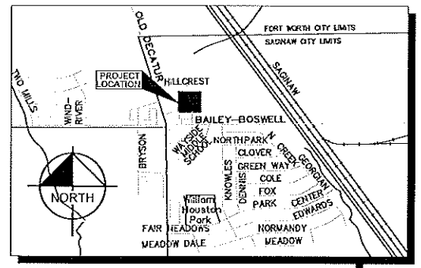
25' UTILITY & DRAINAGE EASEMENT
DOC. NO. D212304343

10' X10' DRAINAGE EASEMENT
DOC. NO. D212304343 P.R.T.C.T

EX. PUBLIC 8" SSWR LINE

LANDSCAPE EASEMENT
DOC. NO. D213217552

WEST BAILEY–BOSWELL ROAD
(COUNTY ROAD 4040 – A VARIABLE WIDTH R.O.W.)



LOCATION MAP
N.T.S.

LEGEND

BOUNDARY LINE	
PROPOSED FIRE LANE	FL
EX. FIRE LANE	FL
PROPOSED PARKING COUNT	
PERMANENT ACCESS EASEMENT	
PROPOSED FENCE	
EX. 8" WATER LINE	
EX. 8" SANITARY SEWER LINE	8" SS
PROP. FIRE HYDRANT	
EX. FIRE HYDRANT	
EX. SANITARY SEWER MANHOLE	S

ZONING: COMMUNITY COMMERCIAL
USE: MINI WAREHOUSE (ALLOWED BY SUP AREA REQUIREMENTS)
MIN. FRONT YARD: 20 FT.
MIN. REAR YARD: 10 FT.
MAX. LOT COVERAGE: 50%
PROP. LOT COVERAGE: 43%
MAX. BUILDING HEIGHT: 110 FT (8 STORIES)
PROP. BUILDING HEIGHT: 51.5 ft (3 STORIES)

PARKING
1 SPACE PER 3,000 SF PER FLOOR AREA
PARKING REQ'D: 247,100 SF/ 3,000 SF PER 1 SPACE = 82 SPACES
TOTAL PARKING PROVIDED: 83 SPACES
HANDICAPPED SPACES REQ'D: 4 SPACES
HANDICAPPED SPACES PROVIDED: 4 SPACES

NOTE:
A. LANDSCAPING IN ACCORDANCE WITH SECTION 6.13.
B. ALL SITE LIGHTING WILL CONFORM TO LIGHTING CODE.
C. BUILDING LIGHTING TO BE DIRECTED AWAY FROM THE DOWNWARD OF ANY ADJACENT RESIDENTIAL DISTRICT.

LEGAL DESCRIPTION

BEING a tract of land out of the Heirs of Benjamin Thomas Survey, Abstract No. 1497, situated in the City of Saginaw, Tarrant County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in July of 2019, said tract being a portion of Lot 2R4, Block A, Van Zandt Place, an addition to the City of Saginaw, Texas according to the plat thereof recorded as Document No. D212304343 in the Plat Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch capped steel rod found for the southeast corner of said Lot 2R4;

THENCE South 89 degrees 55 minutes 19 seconds West with the southerly boundary line of said Lot 2R4 a distance of 470.70 feet to a 1/2 inch "MILLER 5665" capped steel rod set;

THENCE North 00 degrees 04 minutes 41 seconds West a distance of 430.29 feet to a 1/2 inch "MILLER 5665" capped steel rod set in the northerly boundary line of said Lot 2R4 from which a 1/2 inch capped steel rod found for the northwest corner thereof bears WEST at 362.72 feet, said found rod being in the easterly right-of-way line of Old Decatur Road;

THENCE EAST with the northerly boundary line of said Lot 2R4 a distance of 470.62 feet to a 1/2 inch capped steel rod found for the northeast corner thereof;

THENCE South 00 degrees 05 minutes 20 seconds East with the easterly boundary line of said Lot 2R4 a distance of 429.65 feet to the point of beginning and containing 4.6458 acres of land, more or less.

SPECIFIC USE PERMIT SITE PLAN
ALL- STORAGE SAGINAW - LOT 2R4, BLOCK A
BEING 4.6458 ACRES OUT OF THE HEIRS OF
BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497,
CITY OF SAGINAW, TEXAS
SEPTEMBER 2019

OWNER:
HAVENER HH LP.
P.O. BOX 121569
FORT WORTH, TX 76121-1969

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
801 CHERRY ST, UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
P. 817.339.2275
BRANDON MIDDLETON, P.E.

DEVELOPER:
RELIABLE PAVING
1903 PEYCO DR. II
ARLINGTON, TX 7601...
P. 817.467
OZIEL VIC

No.	REVISIONS	DATE	BY

Kimley»Horn
801 CHERRY STREET, UNIT 11, SUITE 1300, FORT WORTH, TX 76102
PHONE: 817-335-6511
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Prepared for Concept Plans Approval
Not to be used for construction or permits
Kimley»Horn
Engineer BRANDON D. MIDDLETON
P.E. No. 125115 Date SEPTEMBER 2019

KHA PROJECT 000000000
DATE SEPTEMBER 2019
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY CUZ
CHECKED BY BDM

ALL- STORAGE
SAGINAW
CITY OF SAGINAW, TEXAS

SPECIFIC USE PERMIT
SITE PLAN

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

15.085 ACRE PORTION
JOHN Y. PAK, AND WIFE VIVIAN PAK
VOL. 10437, PG. 1728
D.R.T.C.T.

ZONING: AG

PROP. OUTFALL STRUCTURE TO MATCH EX. SHEET FLOW CONDITIONS & DRAIN NORTH

8' CEDAR WOOD FENCE

N 90°00'00" E – 470.62'

FD. 1/2" I.R.

AREA FOR DETENTION

PROPOSED FIRE HYDRANT

25' FIRELANE AND ACCESS DRIVE

PROP. PRIVATE 8" WATER LINE

PROP. FIRE SERVICE

BENJAMIN THOMAS SURVEY, A–1497

LOT 2R4B
UNPLATTED

ZONING: COMMUNITY COMMERCIAL

BLOCK A
VAN ZANDT PLACE ADDITION
CLERK'S FILE NO. D212304343
P.R.T.C.T.

N 00°04'41" W – 430.29'

270'

BUILDING A
3-STORY BUILDING
78,700 SF/FLOOR
236,100 SF GROSS

BUILDING C
(16) - 10'X25'
4,000 SF GROSS

18.0'

8' CEDAR WOOD FENCE

EZ-DRIVE-THRU

PROP. PRIVATE 8" WATER LINE

PROPOSED ALL STORAGE SITE
LOT 2R4A
202,370 SF
4.65 AC

ZONING: COMMUNITY COMMERCIAL

S 00°05'23" E – 202.60'

BUILDING B
(20) - 10'X30'
7,000 SF GROSS

EX. OFFICE BUILDING

LOT 2, BLOCK 1
BALLARD ADDITION
CAB. A, SLD. 9369
P.R.T.C.T.

ZONING: COMMUNITY COMMERCIAL

OLD DECATUR ROAD
(COUNTY ROAD 4107 – A VARIABLE WIDTH R.O.W.)

N 17°50'34" W – 645.05'

OFFICE
1,532 SF

PROPOSED FIRE HYDRANT

PROPOSED 10' PERMANENT ACCESS EASEMENT

PROPOSED 25' UTILITY EASEMENT

PROP. DOMESTIC SERVICE

PROP. PRIVATE 6" SSWR LINE

PROP. PUBLIC 8" SSWR LINE

PROP. PUBLIC 8" WATER LINE

S 89°55'19" W – 198.84'

30.00'
CUT CROSS

S 89°55'19" W
149.59'

470.70'

149.58'

197.40'

CONNECT TO EX. WATER LINE

EX. 7–ELEVEN BUILDING
LOT 2R1
ZONING: COMMUNITY COMMERCIAL

LOT 2R2
ZONING: COMMUNITY COMMERCIAL

LOT 2R3
ZONING: COMMUNITY COMMERCIAL

EX. MEDICAL CENTER ER SAGINAW BUILDING

BLOCK A
VAN ZANDT PLACE ADDITION
CLERK'S FILE NO. D212304343
P.R.T.C.T.

EX. EECU CREDIT UNION BUILDING
LOT 1R, BLOCK A
VAN ZANDT PLACE ADDITION
DOC. NO. D208018435
P.R.T.C.T.

ZONING: COMMUNITY COMMERCIAL

EX. OFFICE BUILDING

LOT 1, BLOCK 1
BALLARD ADDITION
CAB. A, SLD. 9369
P.R.T.C.T.

ZONING: COMMUNITY COMMERCIAL

S 00°05'23" E – 201.11'

SOUTH – 202.67'

CONNECT TO EX. SSWR MANHOLE

FD. 1/2" I.R.

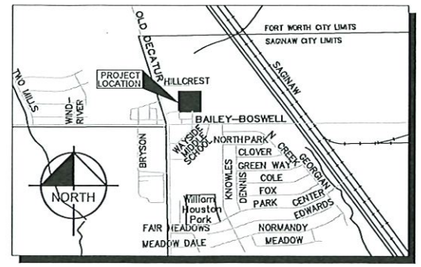
S 47°25'56" W
31.04'

S 89°55'26" W – 416.70'

8.264 ACRES
WESTOVER BAILEY BOSWELL, LTD.
CLERK'S FILE No. D206011205
D.R.T.C.T.

ZONING: COMMUNITY COMMERCIAL

WEST BAILEY–BOSWELL ROAD
(COUNTY ROAD 4040 – A VARIABLE WIDTH R.O.W.)



LOCATION MAP
N.T.S.

LEGEND

BOUNDARY LINE	
PROPOSED FIRE LANE	FL
EX. FIRE LANE	FL
PROPOSED PARKING COUNT	(#)
PERMANENT ACCESS EASEMENT	
PROPOSED FENCE	
PROP. 8" WATER LINE	
EX. 8 WATER LINE	
PROP. 8" SANITARY SEWER LINE	
EX. 8" SANITARY SEWER LINE	
PROP. FIRE HYDRANT	
EX. FIRE HYDRANT	
PROP. SANITARY SEWER MANHOLE	S
EX. SANITARY SEWER MANHOLE	S

ZONING: COMMUNITY COMMERCIAL
USE: MINI WAREHOUSE (ALLOWED BY SUP AREA REQUIREMENTS)
MIN. FRONT YARD: 20 FT.
MIN. REAR YARD: 10 FT.
MAX. LOT COVERAGE: 50%
PROP. LOT COVERAGE: 43%
MAX. BUILDING HEIGHT: 110 FT (8 STORIES)
PROP. BUILDING HEIGHT: 51.5 ft (3 STORIES)

PARKING
1 SPACE PER 3,000 SF PER FLOOR AREA
PARKING REQ'D: 247,100 SF/ 3,000 SF PER 1 SPACE = 82 SPACES
TOTAL PARKING PROVIDED: 83 SPACES
HANDICAPPED SPACES REQ'D: 4 SPACES
HANDICAPPED SPACES PROVIDED: 4 SPACES

NOTE:
A. LANDSCAPING IN ACCORDANCE WITH SECTION 8-13.
B. ALL SITE LIGHTING WILL CONFORM TO LIGHTING CODE.
C. BUILDING LIGHTING TO BE DIRECTED AWAY FROM THE DOWNWARD OF ANY ADJACENT RESIDENTIAL DISTRICT.

LEGAL DESCRIPTION

BEING a tract of land out of the Heirs of Benjamin Thomas Survey, Abstract No. 1497, situated in the City of Saginaw, Tarrant County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in July of 2019, said tract being a portion of Lot 2R4, Block A, Van Zandt Place, an addition to the City of Saginaw, Texas according to the plat thereof recorded as Document No. D212304343 in the Plat Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch capped steel rod found for the southeast corner of said Lot 2R4;

THENCE South 89 degrees 55 minutes 19 seconds West with the southerly boundary line of said Lot 2R4 a distance of 470.70 feet to a 1/2 inch "MILLER 5665" capped steel rod set;

THENCE North 00 degrees 04 minutes 41 seconds West a distance of 430.29 feet to a 1/2 inch "MILLER 5665" capped steel rod set in the northerly boundary line of said Lot 2R4 from which a 1/2 inch capped steel rod found for the northwest corner thereof bears WEST at 362.72 feet, said found rod being in the easterly right-of-way line of Old Decatur Road;

THENCE EAST with the northerly boundary line of said Lot 2R4 a distance of 470.62 feet to a 1/2 inch capped steel rod found for the northeast corner thereof;

THENCE South 00 degrees 05 minutes 20 seconds East with the easterly boundary line of said Lot 2R4 a distance of 429.65 feet to the point of beginning and containing 4.6458 acres of land, more or less.

SPECIFIC USE PERMIT SITE PLAN
ALL- STORAGE SAGINAW - LOT 2R4, BLOCK A
BEING 4.6458 ACRES OUT OF THE HEIRS OF
BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497,
CITY OF SAGINAW, TEXAS
SEPTEMBER 2019

OWNER:
HAVENER HH LP.
P.O. BOX 121969
FORT WORTH, TX 76121-1969

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
801 CHERRY ST, UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
P. 817.339.2275
BRANDON MIDDLETON, P.E.

DEVELOPER:
RELIABLE PAVING
1903 PEYCO DI
ARLINGTON, T
P. 817.467.077
OZIEL VIGIL

No.	REVISIONS	DATE	BY

Kimley»Horn
801 CHERRY STREET, UNIT 11, SUITE 1300, FORT WORTH, TX 76102
PHONE: 817-335-6511
WWW.KIMLEY-HORN.COM TX F-928

DOCUMENTS RELEASED FOR REVIEW ONLY
FOR REVIEW ONLY
Prepared for Concept Plan submittal
Not for construction purposes or permits.
Kimley»Horn
Engineer BRANDON B. MIDDLETON
P.E. No. 100185 Date SEPTEMBER 2019

KHA PROJECT 000000000	DESIGNED BY	KHA
DATE SEPTEMBER 2019	DRAWN BY	CUZ
SCALE AS SHOWN	CHECKED BY	BDM

ALL- STORAGE
SAGINAW
CITY OF SAGINAW, TEXAS

CONCEPTUAL
UTILITY PLAN

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

September 24, 2019	CITY OF SAGINAW PUBLIC WORKS REPORT TO CITY MANAGER		
Name of Development	**Developer**	**# of Lots**	**Status**
Willow Vista Phase 3A	Mearl McBee	47	42 permits issued for new homes.
Willow Vista Phase 3B	Mearl McBee	50	46 permits issued for new homes
Willow Vista Phase 3C	Mearl McBee	74	Acceptance letter issued 6/11/19
Creekwood Phase 4	Hillwood Residential	72	71 permits issued for new homes.
Bar C Ranch, Phase 1	Steve Hawkins Custom Homes	79	73 permits issued for new homes.
Bar C Ranch, Phase 2	Steve Hawkins Custom Homes	66	25 permits issued. Final Acceptance pending completion of landscape along Bailey Boswell Rd. Released to issue permits.
Basswood Crossing, Phase 1 Final Plat and Civil Construction Plans	D R Horton	75	73 permits issued for new homes.
Basswood Crossing, Phase 2 Final Plat and Civil Construction Plans	D R Horton	140 11 Open space	139 permits issued for new homes.
Basswood Crossings Phase 3, (includes Phase 4)	D R Horton	213	92 permits issued. 25 permits in review. Acceptance Letter issued 8/28/19.
Capital Projects:			
Name of Project	**Status**	**Estimated Date of Completion**	**Comments:**
East Bailey Boswell Rd reconstruction Phase II	98% complete.	October 2019	Pending development punch list.
East Bailey Boswell Rd reconstruction Phase III Overpass	Project delayed.	Spring 2021	Verbal agreement with Railroad and TxDOT for construction plans
Street Maintenance Fund Projects:			
Name of Project	**Status**	**Estimated Date of Completion**	**Comments:**
Fairmount Street	complete	September 2019	Complete.
West McLeroy Spot Repairs	Pending county schedule	September 2019	Completed south side of roadway. North side to begin September 2019.

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East McLeroy	IPO approved 4/16/19.	Pending bond project selection	Contract document preparation underway. Project delayed pending final bond project selection.
Public Works			
Project	**Status**	**Estimated Date of Completion**	**Comments:**
Food Truck Park	Pavilions Under Construction	October 2019	Construction underway
Fairmount Sanitary Sewer	Final Plans submitted.	4th Qtr of 2019	Preconstruction meeting 9/26
BNSF Utility Relocations	Plans and Spec preparation under way.	4th Qtr of 2019	Work included with Fairmount Sanitary Sewer project
Worthy Street Improvements	100 Block of Worthy	4th Qtr of 2019	Council approved ROW dedication 5/7/19. Awaiting utility clearance.
Building and Inspections:			
Building Permits	**Location**	**Status**	**Comments**
Miller Milling	221 Fairmount Street	under construction	$67,000,000 building and equipment expansion. Pending Fire and Building Final Inspections.
Miller Milling	221 Fairmount Street	Permit Issued	$750,000 railcar cleaning canopy. Pending final inspections.
Ryder Truck Maintenance Depot	Near intersection of Watson and Triad	Temp C O Issued	Pending drainage evaluation
Ventura Foods	1100 Defiel Road	Permit Issued	Phase 1 rail extension
RaceTrac Diesel Fuel	145 N Saginaw Blvd	Permit issued	Construction underway
I Nail & Bar	532 S Saginaw Blvd	Permit Pending	Permit approved. Pending payment
Dancer Strip Center	240 S Saginaw Blvd	Permit Issued	Under Construction.
Mr. Froze	240 S Saginaw Blvd #400	Permit issued	Under construction
Dental Office	240 S Saginaw Blvd #300	Permit issued	Under construction
Shipley's Donuts	240 S Saginaw Blvd #100	Permit issued	Under Construction

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Highland Middle School	1001 E Bailey Boswell Rd	Permit Issued	$2,000,000 renovation. Pending final inspections.
5 Local Schools EMS ISD	various	Permits Issued	Security upgrades. Pending final inspections
Creekwood Commercial	616 E Bailey Boswell Rd	Permit Issued	Medical office finish out. Construction underway.
Saginaw DC Industrial	923 Cook Lane	Permit Issued	39,088 SF Building under construction.
Saginaw DC Industrial	1008 Cook Lane	Permit Issued	81,222 SF Building under construction.
Industrial Outdoor Ventures	1341 Jarvis Rd	Permit issued	Civil construction work underway
2 JT Development	900 E. Industrial	Under Review	Civil and build plans submitted.
Take 5 Oil Change	112 W Bailey Boswell Rd	Permit Issued	Under construction
BOA			
Applicant	**Location**	**Status**	**Comments**
Planning & Zoning	**Location**	**Status**	**Comments**
Beltmill Planned Development	NE corner Saginaw Blvd and E Bailey Boswell Rd	Under Review	2nd DRC meeting scheduled for 9/25/2019
The Square Preliminary Plat	North and West of Wal-Mart	Under Review	Pending review comments being addressed. TxDot permit under way for proposed median and signal.
City	Amendment to Zoning Ordinance Saginaw Blvd Overlay District	Pending	
Saginaw Skilled Nursing Facility Zoning	NE corner Knowles Dr and W McLeroy Blvd	Approved	P&Z recommended approval on 7/9/19, City council approved on 9/3/19
Saginaw Skilled Nursing Facility SUP	NE corner Knowles Dr and W McLeroy Blvd	Approved	P&Z recommended approval on 8/13/19, City council to approved on 9/3/19
Saginaw Skilled Nursing Facility Final Plat	NE corner Knowles Dr and W McLeroy Blvd	Pending	Under review
City	Master Thoroughfare plan amendment	Pending	W. J. Boaz and W McLeroy from Knowles Dr to Saginaw Blvd (Hwy 287)

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UCD Saginaw	SW Corner of Blue Mound Road and E Bailey Boswell Road	Approved	Request for zoning change from Community Commercial (CC) and Multi Family (MF1) to Community Commercial and Multi Family (MF2) P&Z recommended approval on 9/10/19, city council approved on 9/17/19.
Gary Havener	Specific Ues Permit W Bailey Boswell Rd behind EECU	Tentatively scheduled for P&Z 10/8 and CC 10/15/19	All Storage climate controlled mini warehouses.
Code Enforcement	**Location**	**Status**	**Comments**
TXDOT Issues	**Location**	**Status**	**Comments**
FM 156 Expansion	FM 156 from Western Center to US 287	90% plans due August 2018	IPO approved by council 7/2/19. Plans and spec preparation underway.
City Council Considerations			
Project Dream Play	North end of Willow Creek Park	Construction contract awarded.	Construction Underway.

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CITY OF SAGINAW

AUGUST 2019

COMMERCIAL BUILDING REPORT

C/O ISSUED THIS MONTH

DATE	NAME	ADDRESS	PERMIT #	BUILDING	FIRE	IWORQ	CERTIFICATE
8/2/19	EMERALD CUSTOM POOLS	116 MCLEROY BLVD W	CO-43-18/19	08/02/19	07/31/19	8/2/19	08/15/19

DATE	NAME	ADDRESS	PERMIT #	COMMENTS
2/5/18	A T & T AUTHORIZED RETAILER	923 SAGINAW BLVD N	CO-22-17/18	
3/28/19	RYDER SYSTEM INC	1325 TRIAD BLVD	CO-27-18/19	

COM/IND OPEN BUILDING PERMITS

DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
4/28/17	MILLER MILLING	221 FAIRMOUNT ST S	20546	NEW BUILDING	NEW FLOUR MILL
10/6/17	BASSWOOD CROSSING HOA	1205 HIGH COUNTRY TR	21468	FENCE	SUBDIVISION FENCE (PHASE I)
11/28/17	MILLER MILLING	221 FAIRMOUNT ST S	21905	ACCESSORY	CHLORINE STORAGE
4/9/18	RYDER TRUCK	1325 TRIAD BLVD	21725	NEW BUILDING	NEW OFFICE & MAINTENANCE FACILITY
4/20/18	BASSWOOD CROSSING HOA	1205 HIGH COUNTRY TR	22686	FENCE/WALL	RETAINING WALL FOR SUBDIVISION (PHASE 2)
5/31/18	T MOBILE	620 PARK CENTER BLVD	22908	REMODEL	ANTENNA
7/5/18	BASSWOOD CROSSING HOA	1205 HIGH COUNTRY TR	22741	FENCE	SUBDIVISION FENCE (PHASE 2)
7/5/18	BASSWOOD CROSSING HOA	1205 HIGH COUNTRY TR	23088	FENCE/WALL	RETAINING WALL - SUBDIVISION (PHASE 3)
7/9/18	U F P	444 SANSOM BLVD	23101	ACCESSORY	DETACHED ACCESSORY TO STORE RAW MATERIAL
7/17/18	AT&T MOBILITY	300 OLD DECATUR RD N A	23130	REMODEL	UPGRADE ANTENNA
7/27/18	U F P	444 SANSOM BLVD	23228	ADDITION	ADDITION TO EXISTING BUILDING FOR STORAGE
7/31/18	BASSWOOD CROSSING HOA	1205 HIGH COUNTRY TR	23263	FENCE	SUBDIVISION FENCE (PHASE 3)
10/11/18	SAGINAW STRIP CENTER	240 SAGINAW BLVD N	23362	NEW BUILDING	COMMERCIAL LEASE SPACE
12/17/18	MILLER MILLING	221 FAIRMOUNT ST S	23716	ADDITION	RAIL CAR CLEANING CANOPY
1/15/19	WAUKESHA PEARCE INDUSTRIES	850 INDUSTRIAL AVE	23864	REMODEL	ROOF
1/24/19	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	23714	REMODEL	REMODEL
2/4/19	MR FROZE MARGARITA EXPRESS	240 SAGINAW BLVD S 400	23837	REMODEL	FINISH OUT
2/12/19	VENTURA FOODS	1100 DEFIEL RD	23492	ADDITION	ROOF & CATWALK
8/6/00	MONARCH TOWERS - WEST	124 OPAL ST	23973	REMODEL	ANTENNA
3/25/19	SAGINAW DC PARK	923 COOK LN	25273	NEW BUILDING	WAREHOUSE WITH OFFICE SPACE INSIDE
3/25/19	SAGINAW DC PARK	1008 COOK LN	25274	NEW BUILDING	WAREHOUSE WITH OFFICE SPACE INSIDE
3/29/19	WOODCREST	532 SAGINAW BLVD S	25501	REMODEL	FINISH OUT
4/8/19	SAGINAW HIGH SCHOOL	800 BLUE MOUND RD N	23967	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/8/19	WAYSIDE MIDDLE SCHOOL	1300 OLD DECATUR RD	23968	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/8/19	SAGINAW ELEMENTARY SCHOOL	301 MCLEROY BLVD W	23969	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/8/19	WILLOW CREEK ELEMENTARY SCHOOL	1100 MCLEROY BLVD W	23970	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/8/19	HAFLEY DEVELOPMENT CENTER	616 MCLEROY BLVD W	23971	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/9/19	SAGINAW DC PARK	240 BLUE MOUND RD S	25936	JOB TRAILER	JOB TRAILER
4/17/19	CANN REAL ESTATE	722 SAGINAW BLVD	25538	REMODEL	FINISH OUT
6/12/19	EAGLE'S POINT BAR & GRILL	1029 SAGINAW BLVD C	26424	ACCESSORY	FENCED IN PATIO AREA
6/17/19	SHIPLEY DONUTS	240 SAGINAW BLVD S 100	25280	REMODEL	FINISH OUT
6/18/19	SAGINAW NUTRITION	1029 SAGINAW BLVD N	26346	REMODEL	FINISH OUT
6/25/19	WILLOW CREEK PARK PAVILIONS	752 KNOWLES DR S	26328	NEW BUILDING	2 NEW PAVILIONS
7/3/19	I O V 1341 JARVIS	1341 JARVIS RD	26326	PAVING	STORAGE PARKING LON
7/8/19	AWESOME BLOSSOM	100 HAMPSHIRE ST S 100	26638	REMODEL	REPLACE FLOOR TRUSS SYSTEM
7/9/19	RACETRAC 2515 - DIESEL	149 SAGINAW BLVD	25745	NEW BUILDING	NEW DIESEL PUMPS & CANOPY
7/10/19	D & K STOCKER INVESTMENTS	989 KENNEDY LN	26470	PAVING	SITE IMPROVEMENTS

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7/10/19	VIBRANT CHURCH	228 BELMONT ST	26471	REMODEL	REMODEL STAGE AREA
7/11/19	WOODCREST	548 SAGINAW BLVD S	26663	REMODEL	WHITE BOX FINISH OUT FOR FUTURE TENANT
7/31/19	WAL-MART	1401 SAGINAW BLVD	56177	REMODEL	ONLINE GROCERY PICK UP AREA
COM/IND BUILDING PERMITS ISSUED THIS MONTH					
DATE	**NAME**	**ADDRESS**	**PERMIT #**	**TYPE**	**COMMENTS**
8/1/19	CREEKWOOD LHLP	608 BAILEY BOSWELL RD E 140	26676	REMODEL	INTERIOR REMODEL
8/6/19	SAGINAW DENTAL	240 SAGINAW BLVD S 200	26572	REMODEL	FINISH OUT
8/8/19	DOS PROJECT - STANDARD MEAT	455 SANSOM BLVD	26157	REMODEL	REMODEL
8/9/19	ARDENT MILLS	401 INDUSTRIAL AVE E	26700	PAVING	REPLACING PAVING INCLUDING FIRE LANE
8/20/19	SMALL WORLD CONSIGNMENT	1029 SAGINAW BLVD N F 3	26643	REMODEL	FINISH OUT
8/28/19	TAKE 5 OIL CHANGE	112 BAILEY BOSWELL RD W	25941	NEW BUILDING	NEW OIL CHANGE SERVICE
COM/IND BUILDING PERMITS TO BE PICKED UP					
DATE	**NAME**	**ADDRESS**	**PERMIT #**	**TYPE**	**COMMENTS**
1/3/19	AT&T CELL TOWER	300 OLD DECATUR RD N A	23823	REMODEL	UPGRADE ANTENNA
4/23/19	I NAILS & BAR	532 SAGINAW BLVD S	26085	REMODEL	FINISH OUT
8/21/19	EMERALD CUSTOM POOLS & PATIOS	116 MCLEROY BLVD W	26867	ACCESSORY	PERGOLA
8/21/19	EMERALD CUSTOM POOLS & PATIOS	116 MCLEROY BLVD W	26868	ACCESSORY	CABANA
8/20/19	T MOBILE	203 BAILEY BOSWELL RD E	26872	REMODEL	UPGRADE ANTENNA
BUILDING PERMITS IN PLAN REVIEW					
DATE	**NAME**	**ADDRESS**	**PERMIT #**	**TYPE**	**COMMENTS**
11/29/18	U F P	444 SANSOM BLVD	23733	ADDITION	ADDITION OF BREAKROOM
8/20/19	2 J T DEVELOPMENT	900 INDUSTRIAL AVE E	26537	NEW BUILDING	NEW SHELL BUILDING
CLOSED PROJECTS					
DATE	**NAME**	**ADDRESS**	**PERMIT #**	**TYPE**	**COMMENTS**
9/6/18	CREEKWOOD LHLP	616 BAILEY BOSWELL RD E	23153	NEW BUILDING	NEW SHELL BUILDING
10/2/18	KIRK BONDS	116 SAGINAW BLVD N	23317	REMODEL	COMMERCIAL LEASE SPACE
3/13/19	EPIPHANY DERMATOLOGY	616 BAILEY BOSWELL RD E 200	23750	REMODEL	FINISH OUT
7/31/19	I O V 1341 JARVIS	1353 JARVIS RD	26658	STORM SHELTER	INSTALLING IN GROUND STORM SHELTER

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10/08/2019 P&Z Packet Page #31

PLANNING AND ZONING COMMISSION
2019 CASE REPORT

CASE #	APPLICANT	LOCATION	REQUEST	PZ DATE	P&Z DECISION	CC DATE	CC DECISION
PZ 0419-01, 02	Michael Clark, Winkleman & Assoc	The Square, north and west of Walmart between Saginaw Boulevard and Old Decatur Road	Final Development Plan and change zoning to a Planned Development	04/19/19	Recommended Approval	4/4/16/19	Approved
PZ 0519-01	Clay Cristy, ClayMoore Eng	Southwest corner E Bailey Boswell Rd and Blue Mound Rd (H156)	Change Zoning	05/14/19	Applicant Requested that the item be tabled. Tentatively scheduled for 9/10 P&Z and 9/17 CC		
PZ 0719-01	Brad Childers, Barron Stark Engineering	NE Corner West McLeroy Blvd and N Knowles	Change Zoning: Office Professional to Neighborhood Commercial	07/09/19	Recommended Approval	09/03/19	Approved
PZ 0819-01	Brad Childers, Barron Stark Engineering	NE Corner West McLeroy Blvd and N Knowles	SUP to be allowed to operate a Skilled Nursing Facility (nursing home)	08/13/19	Recommended Approval	09/03/19	approved
PZ 0819-02	City	Zoning Ordinance Amendment	To add regulation and definition governing Public, Private, and Open Enrollment Charter Schools	08/13/19	Recommended Approval	08/20/19	Approved
PZ 0919-01	Clay Cristy P. E. ClayMoore Eng	SW Corner E Bailey Boswell and N Blue Mound Rd	Reconfigure and change zoning from MF (MF1) and Community (CC) to MF (MF2) and Community Commerial (CC)	09/10/19	Recommended Approval	09/17/19	Approved

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MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCLEROY BOULEVARD
OCTOBER 8, 2019

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Member	Place No. 2	William Barngrover
Member	Place No. 4	Malinda Julien
Director Public Works		Rick Trice
City Attorney		Alicia Kreh
Recording Secretary		Mary Ragle

Absent from the Meeting:

Vice Chairman	Place No. 1	Kenneth Haney
Member `	Place No. 5	Jason LaBruyere
Alternate Member	Alt. No. 2	Randy Villarreal
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Jim Maibach
Cole Carter
Randal Johnson
Brandon Middleton
Oziel Vigil

(1) Call to Order

Chairman Lewis called the meeting to order at 6:00 p.m.

(2) Roll Call to Establish Quorum

Chairman Lewis called roll. The quorum will consist of Chairman Lewis, Member Barngrover, Julien

(3) Audience participation

Chairman Lewis explained the procedure to be followed to address the Commission.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on September 10, 2019 were presented for approval. Member Julien advised that who made the motion and second was incorrect for the adjournment. A motion was made by Member Barngrover with a second by Member Julien to approve the minutes for September 10, 2019 with the correction as noted. Motion carried unanimously.

For: Chairman Lewis,

Member Barngrover, Julien

Against: None

Absent Vice Chairman Haney, Member LaBruyere, Alternate Members Villarreal, John Peet

(5) PZ 1019-01 PUBLIC HEARING

Consideration And Action Regarding A Request for Approval of a Specific Use Permit to Be Allowed to construct and operate a Mini Warehouse Facility on Approximately 4.65 Acres of Land Out of Lot 2R4, Block A, Van Zandt Place Addition, Located North of The 700 Block of West Bailey Boswell Road in Saginaw

Chairman Lewis opened the Public Hearing at 6:04 p.m.

Director of Public Works Rick Trice reviewed the information included in the members' packets for this item.

Jim Maibach, with Peyco Southwest located at 1703 N. Peyco Drive in Arlington, Texas, was present to represent the applicant for this item.

Mr. Maibach reviewed some of the conveniences and services associated with this project. He explained the storage units will be located at the rear of and north of the commercial businesses on West Bailey Boswell Road. He said that apartments are proposed to the north of this development. Mr. Maibach advised that the developer plans to preserve the tree line along the property line.

Chairman Lewis asked about the previous application for a specific use permit for a mini warehouse facility at this location. Oziel Vigil, with Reliable Commercial located at 1903 Peyco Drive in Arlington advised the commission that this request is different than the one a few years ago.

Chairman Lewis shared that he recalled the reason for denial at the 1st request was related to size and height and visibility from W Bailey Boswell Road.

Member Julien asked about the size of the lettering for the wall sign on the building. Mr. Oziel stated most of the signage on the building would not be visible as it would be directly behind the emergency room on West Bailey Boswell Road.

Member Barngrover inquired if the proposed drainage would be adequate. Brandon Middleton, with Kimley Horn located at 801 Cherry Street in Fort Worth responded that they are still working with the development on the north to ensure that it would be adequate.

Other questions and concerns brought up by the members were increased traffic, lighting, ingress and egress height of skyline and other items.

Chairman Lewis asked if there were any more comments. There were none.

Chairman Lewis closed the public hearing at 6:28 p.m.

A motion was made by Chairman Lewis with a second by Member Barngrover to recommend that the city council deny the request for a specific use permit (SUP) to be allowed to construct and operate a mini warehouse facility north of the 700 block of West Bailey Boswell Road behind E. E. C. U. and the E. R. Motion carried.

For: Chairman Lewis,
Member Barngrover

Against: Member Julien

Absent Vice Chairman Haney, Member LaBruyere, Alternate Members Villarreal, John Peet

(6) Staff Report
A. Discussion of Residential, Commercial, Industrial, and City Capital Projects
B. Previous Cases

DPW Trice reviewed projects and developments included in information included in the members' packets. He also gave an update on projects throughout the city.

(7) EXECUTIVE SESSION

1 § 551.071. Consultation with Attorney. The Planning and Zoning Commission may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Planning and Zoning Commission 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

No executive session was held

(8) Adjournment

Motion was made by Member Barngrover with a second by Member Julien to adjourn the meeting. Motion carried unanimously.

For: Chairman Lewis,
Member Barngrover, Julien

Against: None

Absent Vice Chairman Haney, Member LaBruyere, Alternate Members Villarreal, John Peet

Chairman Lewis declared the meeting of October 8, 2019 closed at 6:36 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2002-04, AS AMENDED, THE ZONING REGULATIONS OF THE CITY OF SAGINAW, TEXAS, BY APPROVING A SPECIFIC USE PERMIT TO ALLOW THE OPERATION OF A MINI WAREHOUSE FACILITY ON APPROXIMATELY 4.65 ACRES OF LAND OUT OF LOT 2R4, BLOCK A OF THE VAN ZANDT PLACE ADDITION LOCATED NORTH OF THE 700 BLOCK OF WEST BAILEY BOSWELL ROAD (BEHIND E.E.C.U. AND THE E.R.) IN SAGINAW, REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Saginaw heretofore adopted Ordinance No. 2002-04, as amended, the Zoning Regulations of the City of Saginaw, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with Sections 1-3 and 5-4 of the Zoning Regulations of the City, the owner of Lot 2R4, Block A, Van Zandt Place Addition in Saginaw, Tarrant County, Texas, has filed an application for a Specific Use Permit to allow the operation of mini warehouse facility and

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on October 8, 2019, and the City Council of the City of Saginaw, Texas,

held a public hearing on November 5, 2019, with respect to the Specific Use Permit described herein; and

WHEREAS, the City Council has determined that the requested Specific Use is compatible with adjacent property use and consistent with the character of the neighborhood; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the rezoning of the property.

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

SECTION 1)

Ordinance No. 2002-04, as amended, is hereby amended by approving the following specific use:

> An approximately 4.56 acres out of Lot 2R4, Block A, Van Zandt Addition, a Specific Use Permit to allow the operation of a mini warehouse facility, as more fully described Exhibit “A” and by the site plan shown in Exhibit “B” attached hereto and incorporated herein.

SECTION 2)

The Specific Use Permit as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 3)

The official map of the City of Saginaw is amended and the City Secretary is directed to revise the official zoning map to reflect the approved Specific Use Permit as set forth above.

SECTION 4)

The use of the property described above shall be subject to all applicable regulations contained in the Zoning Regulations and all other applicable and pertinent ordinances of the City of Saginaw.

SECTION 5)

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Saginaw, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6)

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 7)

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars ($2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 8)

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of Ordinance No. 2002-04, as amended, or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9)

The City Secretary of the City of Saginaw is hereby directed to publish in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Texas Local Government Code.

SECTION 10)

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 5th DAY OF NOVEMBER 2019.

_____
MAYOR, TODD FLIPPO
ATTEST:

_____
CITY SECRETARY, JANICE ENGLAND

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY, BRYN MEREDITH

EXHIBIT "A"

LEGAL DESCRIPTION

BEING a tract of land out of the Heirs of Benjamin Thomas Survey, Abstract No. 1497, situated in the City of Saginaw, Tarrant County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in July of 2019, said tract being a portion of Lot 2R4, Block A, Van Zandt Place, an addition to the City of Saginaw, Texas according to the plat thereof recorded as Document No. D212304343 in the Plat Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch capped steel rod found for the southeast corner of said Lot 2R4;

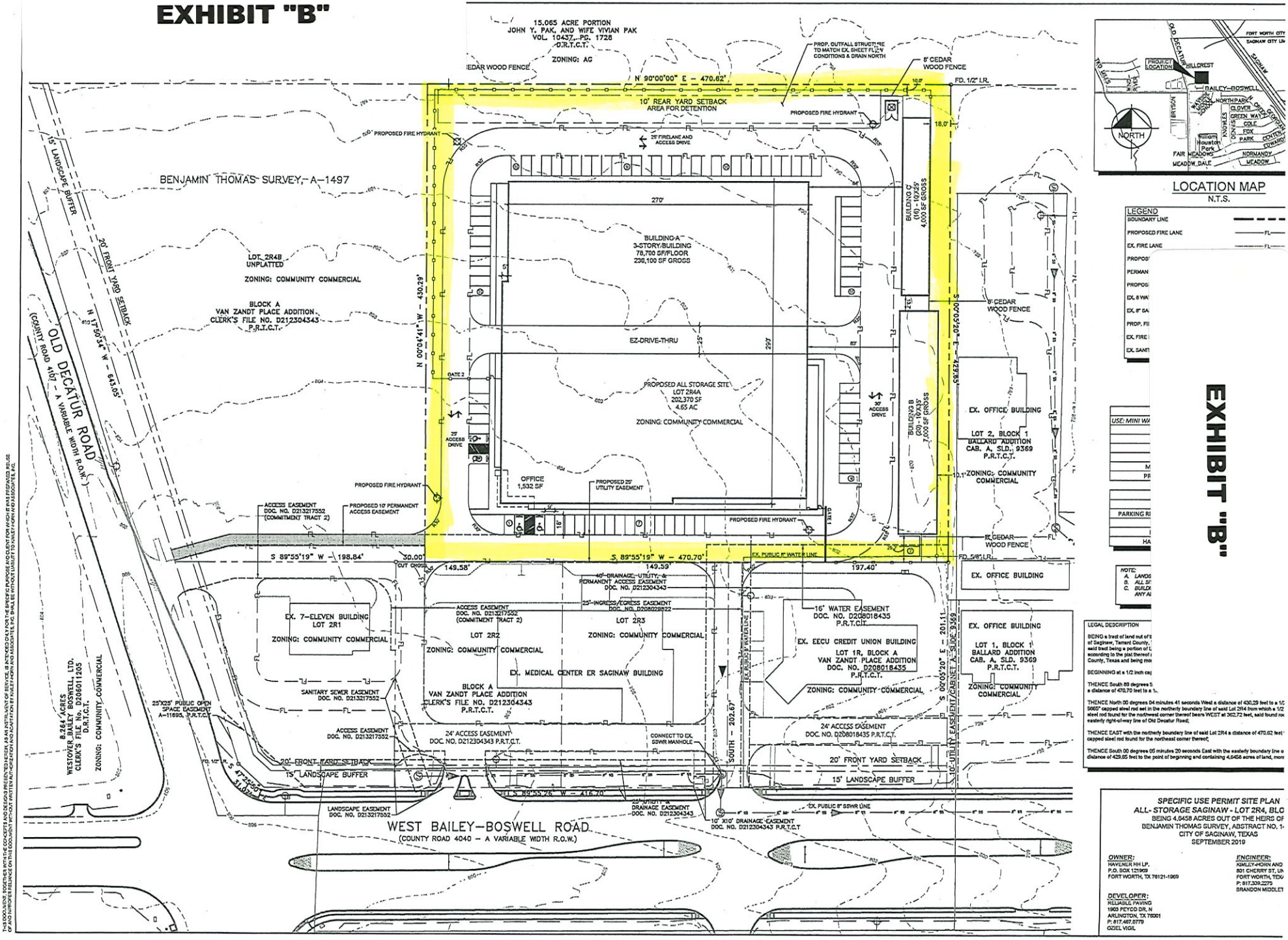
THENCE South 89 degrees 55 minutes 19 seconds West with the southerly boundary line of said Lot 2R4 a distance of 470.70 feet to a 1/2 inch "MILLER 5665" capped steel rod set;

THENCE North 00 degrees 04 minutes 41 seconds West a distance of 430.29 feet to a 1/2 inch "MILLER 5665" capped steel rod set in the northerly boundary line of said Lot 2R4 from which a 1/2 inch capped steel rod found for the northwest corner thereof bears WEST at 362.72 feet, said found rod being in the easterly right-of-way line of Old Decatur Road;

THENCE EAST with the northerly boundary line of said Lot 2R4 a distance of 470.62 feet to a 1/2 inch capped steel rod found for the northeast corner thereof;

THENCE South 00 degrees 05 minutes 20 seconds East with the easterly boundary line of said Lot 2R4 a distance of 429.65 feet to the point of beginning and containing 4.6458 acres of land, more or less.

EXHIBIT "B"



LOCATION MAP
N.T.S.

LEGEND
BOUNDARY LINE
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EX. FIRE LANE
PROPOSED
PERMAN
PROPOSED
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EX. 8" SA
PROP. FI
EX. FIRE
EX. SANI

USE: MINI WA
PARKING RE

NOTE:
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C. BUILDI
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LEGAL DESCRIPTION

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according to the plat thereof
County, Texas and being mo

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a distance of 470.70 feet to a 1

THENCE North 00 degrees 04 minutes 41 seconds West a distance of 430.29 feet to a 1/2
5665" capped steel rod set in the northerly boundary line of said Lot 2R4 from which a 1/2
steel rod found for the northwest corner thereof bears WEST at 362.72 feet, said found ro
easterly right-of-way line of Old Decatur Road;

THENCE EAST with the northerly boundary line of said Lot 2R4 a distance of 470.62 feet
capped steel rod found for the northeast corner thereof;

THENCE South 00 degrees 05 minutes 20 seconds East with the easterly boundary line o
distance of 429.65 feet to the point of beginning and containing 4.6458 acres of land, more

SPECIFIC USE PERMIT SITE PLAN
ALL- STORAGE SAGINAW - LOT 2R4, BLO
BEING 4.6458 ACRES OUT OF THE HEIRS OF
BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1
CITY OF SAGINAW, TEXAS
SEPTEMBER 2019

OWNER:
HAVENLIN HH LP.
P.O. BOX 121969
FORT WORTH, TX 76121-1969

ENGINEER:
KIMLEY-HORN AND
801 CHERRY ST, UN
FORT WORTH, TEXA
P: 817.339.2279
BRANDON MIDDLET

DEVELOPER:
RELIABLE PAVING
1903 PEYCO DR, N
ARLINGTON, TX 76001
P: 817.467.0779
ODIEL VIGIL

EXHIBIT "B"

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED AND PUBLICATION OF THIS DOCUMENT WITHOUT THE WRITTEN AUTHORIZATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

City of Saginaw

Meeting Date: 11/5/2019

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (9)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Consideration and Action regarding Adoption of an Ordinance amending the Zoning Regulations by establishing an Overlay District along Saginaw Boulevard generally described as: All properties zoned Office Professional, Neighborhood Commercial, and Community Commercial that have frontage and/or access (Either direct or through another property) to Saginaw Boulevard from East Industrial on the South, the Railroad on the East, and the Northern City Boundary; Which District includes Regulations/Restrictions governing Land Use and Development Standards; and Providing for Revisions to the Regulations governing Amortization/Discontinuation fo Legal Non-Conforming Use Status (Public Hearing for this Item was held on 12-18-2018. Item was tabled at that same meeting.)

BACKGROUND/DISCUSSION:
The proposed ordinance was presented to the City Council at a Workshop held on August 7, 2018. The Planning and Zoning Commission met and considered the ordinance at their meeting on December 11, 2018. The Commission voted 4-1 to recommend approval to the City Council with the addition of language to clarify the requirements for bring non-conforming uses into compliance. At the December 18, 2018 City Council Meeting, the City Council held the posted public hearing for this item and also voted to table action on the proposed ordinance.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

12-18-2018 Packet Info.

City of Saginaw

Meeting Date: 12/18/2018

Agenda Items: (8)

Staff Contact: Rick Trice, P.E., Director Public Works

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

PUBLIC HEARING - Consideration and Action Regarding Adoption of an Ordinance Amending the Zoning Regulations by Establishing an Overlay District Along Saginaw Boulevard Generally Described as: All Properties Zoned Office Professional, Neighborhood Commercial, and Community Commercial That Have Frontage and/or Access (Either Direct or Through Another Property) to Saginaw Boulevard from East industrial on the South, the Railroad on the East, and the Northern City Boundary; Which District Includes Regulations/Restrictions Governing Land and Development Standards; and Providing for Revisions to the Regulations Governing Amortization/Discontinuation of Legal Non-conforming Use Status

---

BACKGROUND/DISCUSSION:

The proposed ordinance creates an Overlay District along Saginaw Boulevard from Longhorn Avenue to the northern City Limits. The regulations propose to "govern land use, building materials, landscaping, signage, and screening and recognize the street's unique character and importance as the city's primary commercial boulevard and entryway. The intent of these standards is to promote the public health, safety and general welfare, to coordinate and guide future development and redevelopment in accordance with the Comprehensive Plan and to protect and enhance the city's aesthetic and visual quality."

A number of uses Zoned Office Professional, Neighborhood Commercial, and Community Commercial located in the Overlay District will be designated as Prohibited Use or Uses Requiring a Specific Use Permit. Prohibited Uses can continue to operate until December 18, 2028 when they must be discontinued. The ordinance provides for an extension that may be granted through the Zoning Board of Adjustment if the owner demonstrates that it has not recovered its investment attributable to the use.

Uses Requiring a Specific Use Permit must obtain a Specific Use Permit before December 18, 2028 to become a conforming use.

The ordinance also provides development standards including setbacks, landscaping, screening, building materials and design, signage, and light standards. These standards will apply for all new development within the Overlay District. All existing structures that do not comply with the new standards will be considered legal non-conforming until such time that the structure is remodeled, repaired or rehabilitated such that the value of the work is equal to or exceeds 50% of the value of the structure as currently required in Article 4 of the Zoning Regulations or when an addition to the structure is made increasing the square footage greater than 20%.

The Planning and Zoning Commission met and considered the item on December 11, 2018. Several people

spoke at the meeting and expressed concerns generally about use, the building standards, effect on owners/tenants/property, and when and how the regulations would be applied. The Commission recommended with a 4-1 vote that the ordinance be forwarded to City Council for consideration with a request that ordinance language be added clarifying the requirements for bring non-conforming uses into compliance.

FINANCIAL IMPACT:
This action has no Financial Impact

RECOMMENDATION:
Staff recommends that the ordinance be adopted as submitted.

ATTACHMENTS:

Description
Ordinance
P&Z Minutes

ORDINANCE NO. 2018-____

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS AMENDING THE ZONING REGULATIONS OF THE CITY BY ESTABLISHING A ZONING OVERLAY DISTRICT ENCOMPASSING THE AREA GENERALLY DESCRIBED AS: ALL PROPERTIES ZONED OFFICE PROFESSIONAL, NEIGHBORHOOD COMMERCIAL, AND COMMUNITY COMMERCIAL THAT HAVE FRONTAGE AND/OR ACCESS (EITHER DIRECT OR THROUGH ANOTHER PROPERTY) TO SAGINAW BOULEVARD FROM EAST INDUSTRIAL BOULEVARD ON THE SOUTH, THE RAILROAD ON THE EAST AND THE NORTHERN CITY BOUNDARY; WHICH DISTRICT INCLUDES REGULATIONS/RESTRICTIONS GOVERNING LAND USE, SETBACKS, BUILDING MATERIALS, LANDSCAPING, SIGNAGE, SCREENING, LIGHT STANDARDS; AND PROVIDING FOR REVISIONS TO REGULATIONS GOVERNING AMORTIZATION/DISCONTINUATION OF LEGAL NON-CONFORMING USE STATUS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Saginaw, Texas has a substantial interest in protecting the health, safety, welfare, convenience and enjoyment of the general public and has adopted zoning regulations to further this interest; and

WHEREAS, the intent of these regulations is to guide future development and redevelopment in accordance with the Comprehensive Plan, to protect and enhance the city's aesthetic and visual quality, and to recognize Saginaw Boulevard's unique character and importance as the City's primary commercial boulevard and entryway; and

WHEREAS, this Ordinance 2008-___ does not create a new obligation to bring a nonconforming structure or a nonconforming sign into compliance with the standards set forth herein because nonconforming structures and signs are subject to preexisting regulations set forth in Article 4 of the Zoning Regulations of the City; and

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on December 11, 2018, and the City Council of the City of Saginaw, Texas held a public hearing on December 18, 2018, with respect to the amendments described herein; and

WHEREAS, the City of Saginaw, Texas has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication, and procedural requirements for adoption of the amendment proposed herein.

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

SECTION 1.

That Article 4 of the Zoning Regulations of the City is hereby amended by adding a new Section 4-13 and Section 4-14, which shall read as follows:

"Sec. 4-13. - Saginaw boulevard overlay district ("SBOD") limitations.

A. *Nonconformities in the SBOD.*

1. *Discontinuance.* Any nonconforming use of land which is located in the SBOD, described in Section 7-4 hereof, shall be discontinued no later than December 18, 2028, unless otherwise exempted.

2. *Residential exception.* The use of land or a building as a residence shall not be subject to this automatic amortization period.

B. *Appeal.* Any owner of such a nonconforming use may appeal to the Board of Adjustment to allow an extension of the amortization period.

Sec. 4-14. – Amortization.

A. *Determination.* The owner of a nonconforming use subject to automatic amortization pursuant to this Article 4 may appeal to the Board of Adjustment to allow an extension of the amortization period. Application shall be made to the Board of Adjustment on forms provided by the City and shall be filed with the City Secretary's office accompanied with the applicable filing fee established in the City's Fee Schedule.

B. *Public hearing.* The Board of Adjustment shall conduct a hearing for the purpose of determining whether an alternate date certain for termination of the nonconforming use is required based upon the criteria set forth in this Section 4-14. Prior notice of such hearing shall be given to the property owner.

C. *Effective date.* The alternate date, if required based upon evidence supporting the criteria set forth in this Section 4-14, established for termination of the nonconforming use shall give the property owner a reasonable opportunity to recover its investment in the nonconforming use from the time such use became nonconforming.

D. *Recoupment of investment.* The Board of Adjustment shall measure the reasonableness of the opportunity for recoupment of the property owner's investment by conditions existing at the time such use became nonconforming.

E. *Factors.* The following factors shall be considered by the Board of Adjustment in determining an alternate amortization period:

1. The owner's capital investment in structures, fixed equipment, and other assets that cannot reasonably be used in conformance with the zoning district regulations (excluding inventory and other assets that may be feasibly transferred to another site) made on the property before the time the use became nonconforming. Costs of replacements, improvements or additions made after the use became nonconforming shall not be included. Costs of the land or structures that reasonably can be used for a conforming use shall not be included.

2. Any costs that are directly attributable to the establishment of a compliance date, including demolition expenses and relocation expenses.

3. Recovery of investment, including net income and depreciation, and any profit or loss realized on the investment.

4. General character of the neighborhood in proximity to the nonconforming use and the necessity for all property within the City to conform to the regulations of the zoning ordinance.

F. *Compliance.* Should the Board of Adjustment establish an alternate compliance date for a nonconforming use, the use must cease operations on or before that date and it may not operate thereafter except in compliance with the applicable zoning district regulations. In the event the Board of Adjustment denies the application for an alternate compliance date, the original date established pursuant to the applicable provisions of this Article 4 shall apply and the use must cease operations on or before that date and it may not operate thereafter except in compliance with the applicable zoning district regulations."

SECTION 2.

That Article 7 of the Zoning Regulations of the City is hereby amended by adding a new Section 7-4, which shall read as follows:

" **Sec. 7-4. - Saginaw boulevard overlay district.**

A. *Purpose*. This ordinance establishes development standards for properties that have frontage and/or access (either direct or through another property) to Saginaw Boulevard . These regulations govern land use, building materials, landscaping,

signage, and screening and recognize the street's unique character and importance as the city's primary commercial boulevard and entryway. The intent of these standards is to promote the public health, safety and general welfare, to coordinate and guide future development and redevelopment in accordance with the Comprehensive Plan and to protect and enhance the city's aesthetic and visual quality.

B. *Boundaries*. The Saginaw Boulevard overlay district includes all properties zoned Office Professional, Neighborhood Commercial, and Community Commercial that have frontage and/or access (either direct or through another property) to Saginaw Boulevard from East Industrial Boulevard on the south, the railroad on the east and the northern city boundary. The provisions of the overlay district shall apply to all properties located fully or partially within the above defined area.

C. *Base zoning districts*. Where the Saginaw Boulevard overlay district requirements conflict with the base zoning for properties located within the area described in Section B above, the overlay district shall apply. Otherwise the base zoning of a property shall not be affected by the provisions of this overlay district.

D. General requirements of the saginaw boulevard overlay district.

1. *Permitted and prohibited uses.* Uses permitted by right or by Specific Use Permit within the overlay district shall be as noted for the base zoning districts in the use charts in Section 5-1 except as follows:

   a. *Prohibited uses*:

      (1) Auto Sales, New and Used
      (2) Building Material Sales
      (3) Cargo Container
      (4) Landscape Service
      (5) Machinery Sales or Repair
      (6) Mini-warehouse
      (7) Motorcycle Sales
      (8) Non-depository financial institutions
      (9) Recreational Vehicle Rental
      (10) Rental Yard, Commercial & Heavy Equipment
      (11) Stone Monument Sales

   b. *Uses requiring a specific use permit*. The following uses shall require approval of a Specific Use Permit in accordance with Section 5-4:

      (1) Convenience Store with fuel sales
      (2) Golf Course, Driving Range
      (3) Golf Course, Miniature

(4) Water Park, Commercial
(5) Auto Car Wash
(6) Auto Rental (Car & Truck)
(7) Auto Service Station
(8) Auto Service Station, Light Maintenance
(9) Contractor, no Outside Storage Permitted
(10) Exterminating Service
(11) Greenhouse or Plant Nursery
(12) Home Improvement Store
(13) Small Engine Repair
(14) Auto paint and body shop

c. *Non-Conforming uses.* Non-conforming uses shall be regulated by the provisions of Article 4, Section 4-13 of this ordinance.

2. *Setbacks.* Buildings shall be located on properties in accordance with the following minimum and maximum front yard setbacks:

a. For buildings with no drive aisles or parking located between the building face and the street right-of-way – a minimum setback of 20 feet and a maximum setback of 25 feet.

b. For buildings with drive aisles and/or parking located between the building face and the street right-of-way – maximum setback of 100 feet. Alternatively, the building setback may exceed 100 feet with a 15 foot increase in the minimum landscaped edge for single tenant buildings or multiple-tenant retail shopping centers that are 60,000 square feet or greater in size.

3. *Landscaping.* Landscaping shall be provided and installed in accordance with Section 8-13. Where buildings observe the 25 foot maximum setback, a minimum of 15 feet of landscaping must be provided between the building face and the street right-of-way.

4. *Screening.* Walls, fences, landscaping and other screening devices shall be installed in accordance with Section 8-12 and as follows:

a. *Trash enclosures.* Chain link with vinyl slats is prohibited as a screening material. Solid gates must be provided for trash enclosures that face a public street.

b. *Rooftop mechanical units.* Roof-mounted mechanical units must be screened from view at a point 5.5 feet above the property line with a parapet wall, screen, mansard roof, or alternative architectural element. The height of the screening element shall be equal or greater than the height of the mechanical unit(s) provided that the element shall not extend more than five feet above the roof on a one or two-story building or more than 13 feet above the roof on a building of

three or more stories. A mechanical unit which is taller than the maximum permitted height of the screening feature shall be set back from the screen five feet plus two feet for each foot it exceeds the height of the screen.

5. Building materials and design. All buildings constructed within the overlay district shall comply with the following:

a. *Building façade materials.* A minimum of 75% of each exterior wall shall be of masonry construction as defined in Section 12-2 and glass, except that concrete may only be used as an exterior material on the rear of buildings not visible from public streets. A maximum of 10% of any exposed exterior wall may be finished with exterior insulation and finish systems (EIFS).

b. *Building façade design.* The following articulation standards shall apply to all building facades that face public streets:

(1) *Horizontal articulation.* No building façade shall extend for a distance greater than three times its average height without a perpendicular offset. The depth of an offset may vary but shall be a minimum of 15% of the average building height. The minimum length of an offset shall be equal to 10% of the entire façade.

(2) As an alternative to the articulation requirement in (1) above, one-story commercial storefronts designed for multiple tenants with a minimum of 60% glass may utilize a minimum of four of the following architectural details along 100% of facades that face public streets:

(a) Canopies or awnings
(b) Pilasters
(c) Recessed entries
(d) Ornamental cornices
(e) Façade material change
(f) Color change
(g) Repetitive decorative applied features and/or decorative lighting

(3) *Vertical articulation.* No wall shall extend horizontally for a distance greater than three times its average height without a change in elevation. An elevation change shall be a minimum 15% of the average building height and shall extend for a distance of at least 10% of the entire façade.

d. *Roofs*. Flat roofs and parapet walls around flat roofs shall have a cornice, cap or other detail with a vertical dimension equal to at least three percent of the height of the building.

e. *Additions to non-conforming buildings*. The square footage of existing non-conforming buildings may be increased up to 20% without bringing the building into compliance with the above standards.

6. *Signage*. Signage in the overlay district shall comply with the following requirements:

a. Pole signs are prohibited.

b. Signs attached to or hung behind windows may only cover 25% of the window surface on each building face.

c. Freestanding signs must be monument signs with a maximum height of 12 feet and a maximum size of 90 square feet.

f. Single tenant properties are limited to one freestanding sign per street front.

g. For shopping centers and other multi-tenant uses, one multi-purpose sign of a monument style shall be allowed per street frontage. Multi-purpose monument signs shall not exceed 12 feet in height with a maximum overall square footage of 225 square feet. However, the copy area of the sign shall not exceed 150 square feet, leaving a base area of 75 square feet.

h. Murals may be painted or applied to the exterior walls of buildings; however, the mural shall not contain logos or names of any business entity.

7. *Light standards*. Light standards installed in parking lots shall not exceed 32 feet in height and shall be of square or shoebox design."

SECTION 3.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Saginaw, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 4.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed $2000.00, as provided by Sec. 1-13 of the Saginaw City Code. Each day a violation continues shall be deemed a separate offense.

SECTION 7.

The City Secretary of the City of Saginaw is hereby directed to publish at least twice in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 8.

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED ON this the _____ day of _____, 2018.

_____
TODD FLIPPO, MAYOR

ATTEST:

JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

BRYN MEREDITH, CITY ATTORNEY

MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCLEROY BOULEVARD
DECEMBER 11, 2018

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Member	Place No. 3	Malinda Julien
Alternate Member	Alt. No. 2	Randy Villarreal
City Manager		Gabe Reaume
Director Public Works		Rick Trice
Director Economic Development		Alora Wachholz
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 5	Jason LaBruyere
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Phyllis Jarrell	Cecelia Fierro	Randal Johnson
Lex Politz	Matt Baulier	Melanie Farris
Jon Julien	Jerry Quicksall	Kelly Farris
Bud Starnes	Averia Jones	Mike Harmelink
Thomas Mathias	Norma English	Tyler Rossi
James Hill	Kirk Bonds	Sherry Ballard
Debbie Hill	Chuck Bratton	
Jim Leatherwood	Kris S Hayter	

(1) Call to Order

Chairman Lewis called the meeting to order at 6:02 p.m.

(2) Roll Call to Establish Quorum

Chairman Lewis called roll. The quorum will consist of Chairman Lewis, Vice Chairman Haney, Members Barngrover, Julien, and Alternate Member Villarreal

(3) Audience Participation

Chairman Lewis advised the audience of the procedure to follow in order to speak on an item listed on the agenda.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on August 14, 2018 were presented for approval. A motion was made by Vice Chairman Haney with a second by Member Barngrover to approve the minutes as presented. Motion carried unanimously.

For: Chairman Lewis, Vice Chairman Haney,
Members Barngrover, Alternate Member Villarreal

Against: None

Absent Member LaBruyere, Alternate Member Peet

(5) PZ 1218-01 PUBLIC HEARING

Consideration And Action Regarding An Amendment To The Zoning Ordinance (No. 2002-04) By Adding A New Section 7-4, Establishing A Zoning Overlay District Encompassing The Area Generally Described As: All Properties Zoned Office Professional, Neighborhood Commercial, And Community Commercial That Have Frontage And/Or Access (Either Direct Or Through Another Property) To Saginaw Boulevard From East Industrial Boulevard On The South, The Railroad On The East And The Northern City Boundary; Which District Includes Regulations/Restrictions Governing Land Use, Setbacks, Building Materials, Landscaping, Signage, Screening, Light Standards; And Adding Section 4-13, Providing For Revisions To Regulations Governing Amortization/Discontinuation Of Legal Non-Conforming Use Status.

Chairman Lewis read the request and opened the Public Hearing at 6:01 p.m.

Director of Public Works Rick Trice reviewed the information in the members' packets. He advised the Commission that the Saginaw Boulevard Overlay District came about as a result of a Citizens' Summit that was held earlier in the year. Citizens representing different areas, groups and organizations met to discuss goals for the city. One of the most requested items was to improve the appearance of Saginaw Boulevard.

Phyllis Jarrell, reviewed the proposed ordinance explaining new regulations. She advised that an overlay district is a tool used by cities to improve existing areas of a city by adding to the zoning regulations.

Matt Baulier, 2112 Brockgate Dr Grapevine, Tx, stated he represents the cash stores. His concern relates to prohibited uses. He asked that consideration be given to existing established businesses on that list to be allowed to continue to operate and not have to comply with the 10 year discontinuance of nonconforming uses.

James Hill, Hill's Paint and Body Shop, stated a concern the requirement for screening of rooftop mechanical units. He said his concern is related to the paint booth stack on the roof. Phyllis Jarrell advised that the stack could be moved away from the front of the building to reduce visibility.

Jim Leatherwood, 2505 Ogollala Ct., Southlake, Tx, said he is a real estate broker with a relationship to some of the property owners on Saginaw Boulevard. His concern is with additional costs for small businesses relating to improvements to buildings and signage that will affect the pricing of rent that could price them out of the market for the area. He also asked for consideration for existing businesses that are on the prohibited list.

Debra Hill, 343 and 337 N Saginaw Blvd, stated her concern was with existing signs and would like consideration that those be allowed to stay.

Bud Starnes, 304 W McLeroy Boulevard, concerned with the limited space on Saginaw Boulevard now and the overlay district limiting even more by regulating what businesses can be in that area. He stated

that the city needs to be cautious about approving the overlay district and consider how the regulations will affect the existing property and business owners.

Thomas Mathias, 100 N Saginaw Boulevard, requested consideration for existing businesses on the prohibited use list to be exempt from the 10 year discontinuance date.

Lex Politz, 100 N Saginaw Boulevard, stated he welcomes the opportunity to beautify his property but requests consideration be given to existing established businesses on the prohibited use list not be affected by these regulations.

Gabe Reaume, City Manager, stated that the city council approved funds for building and façade improvements costs match for eligible participants. He stated businesses on the prohibited use list would have the opportunity to appeal prior to the 10 year deadline if they can prove they have not recouped their investment in the property in that time frame.

Kris S Hayter, 629 Babbling Brook Dr, said he is general manager for Elkins Hardware. He requested that the process to approve the Saginaw Boulevard Overlay District slow down some and. He said he agrees with the beautification of the boulevard but thinks if the citizens of the city want these improvements along the boulevard that they should bear some of the cost and that the business owners should not bear all of the cost.

Jerry Quicksall, 3028 Hulen Ct,. Fort Worth, said his property is located at 1005 N Saginaw Boulevard. He stated that a closer look at the industrial side of Saginaw should be considered. He also would like for the city council to take more time to review this proposal giving consideration to the existing business owners along Saginaw Boulevard.

Cecelia Fierro, 124 W. McLeroy Boulevard, stated that she did not feel property owners had been given adequate notice on this proposal. Director of Public Works, Rick Trice, stated requirements for notification were exceeded for this item.

Chairman Lewis closed the public hearing at 7:16 p.m.

There was a discussion regarding Specific Use Permits requirements, the additional regulations and use restrictions for the overlay district and other items of concern.

Motion was made by Member Barngrover with a second by Member Julien to recommend that the city council approve the Saginaw Boulevard Overlay district, with additional textural clarification for non-conforming buildings and uses. Motion carried.

For:	Chairman Lewis, Members Barngrover, Alternate Member Villarreal
Against:	Vice Chairman Haney
Absent	Member LaBruyere, Alternate Member Peet

(6) PZ 1218-02 PUBLIC HEARING

Consideration And Action Regarding An Amendment To The Zoning (Ordinance No. 2002-04) Section 5-1, To Provide For A New Permitted Use Of "Restaurant, Limited" In The Neighborhood Commercial And Community Commercial Zoning Districts; Amending Section 12-2 To Add A Definition For The "Restaurant, Limited" Use; And Section 8-9 To Provide Parking Requirements For The "Restaurant, Limited" Use.

Chairman Lewis opened the Public Hearing at 7:25 p.m.

Director of Public Works Rick Trice reviewed the information in the members' packets. He explained this is for a restaurant with no inside table service or consumption and has less parking demand.

There was a discussion regarding what types of businesses would be affected by this amendment.

Chairman Lewis closed the public hearing at 7:30 p.m.

A motion was made by Vice Chairman Haney with a second by Member Barngrover to recommend that the city council approve the amendment to the zoning ordinance adding "restaurant, Limited" with definition and regulations. Motion carried unanimously.

For: Chairman Lewis, Vice Chairman Haney,
Members Barngrover, Alternate Member Villarreal

Against: None

Absent Member LaBruyere, Alternate Member Peet

(7) PZ 1218-03 PUBLIC HEARING
Consideration And Action Regarding An Amendment To The Zoning Ordinance (No. 2002-04) Section 8-12 To Require A Permit And Approved Concept Plan For Fences Constructed On Key Lots; And Amending The Master Schedule Of Fees (Ordinance No. 2010-14) To Provide A Fee For A Key Lot Fence Permit.

Chairman Lewis read the request and opened the Public Hearing at 7:31 p.m.

Director of Public Works Rick Trice reviewed the information in the members' packets. He advised that the proposed amendment would allow staff to review screening devices along key lot side yards to help prevent inadequate site distance.

Chairman Lewis closed the public hearing at 7:34 p.m.

Motion was made by Member Barngrover with a second by Member Julien to recommend that the city council approve the amendment to the zoning ordinance regulating fences on key lots and adding a fee for permit. Motion carried unanimously.

For: Chairman Lewis, Vice Chairman Haney,
Members Barngrover, Alternate Member Villarreal

Against: None

Absent Member LaBruyere, Alternate Member Peet

(8) Staff Report
A. Discussion of Residential, Commercial, Industrial, and City Capital Projects
B. Previous Cases

DPW Trice reviewed projects and developments included in information included in the members' packets.

(9) EXECUTIVE SESSION

1 § 551.071. Consultation with Attorney. The Planning and Zoning Commission may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Planning and Zoning Commission 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

No executive session was held

(10) Adjournment

Motion was made by Vice Chairman Haney with a second by Member Barngrover to adjourn the meeting. Motion carried unanimously.

For: Chairman Lewis, Vice Chairman Haney,
Members Barngrover, Alternate Member Villarreal

Against: None

Absent Member LaBruyere, Alternate Member Peet

Chairman Lewis declared the meeting of December 11, 2018 closed at 7:40 p.m.

APPROVED:

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Matthew Lewis, Chairman

ATTEST:

_____

Mary Ragle, Recording Secretary