City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING AND WORKSHOP

Meeting, Workshop, and/or Executive Session Agenda
6:00 PM - Tuesday, January 7, 2020
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 Sean Reed, The Crossroads Church

(3) Audience Participation

(4) Consent Agenda

(a) Action Regarding Minutes, December 3, 2019--Janice England, City Secretary

(b) Action Regarding Approval of Funds for Keep Saginaw Beautiful Committee Project – Irrigation/Sprinkler System for Flower Bed at Knowles/McLeroy Blvd.--Keith Rinehart, Director of Community Services

(c) Action Regarding Purchase of Badger Orion Cellular System Water Meters--Rick Trice, P.E., Director of Public Works

(d) Action Regarding Acceptance of a General Warranty Deed from Mearstone Properties, L.P.--Rick Trice, P.E., Director of Public Works

(e) Action Regarding City Council Consent to Permit for a Small Cell Node at 821 Blueridge Trail--Rick Trice, P.E., Director of Public Works

(f) Action regarding Rejection of Bids for Police Parking Lot Expansion and Authorization to Rebid--Rick Trice, P.E., DIrector of Public Works

(g) Action Regarding Hazard Mitigation Action Plan Resolution Adoption (Resolution 2020-01)--Doug Spears, Fire Chief

(h) Action Regarding Economic Development Director Agreement--Gabe Reaume, City Manager

(i) Action Regarding a Supplemental Agreement with Union Pacific Railroad for Fairmount Sanitary Sewer Crossing--Rick Trice, P.E., Director of Public Works

(5) It's Time Texas Community Challenge 2020--Todd Flippo, Mayor

(6) Consideration and Action regarding Recommendation for Approval of Public Visual Art Policy and Procedures--Keith Rinehart, Director of Community Services

(7) Consideration and Action Regarding Acceptance of a Right-of-Way Dedication Deed and Temporary Construction Easement from Wal-Mart Real Estate Business Trust--Rick Trice, P.E., Director of Public Works

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

(9) Discussion regarding Recommendation from Citizens' Bond Committee--Todd Flippo, Mayor

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

(11) Executive Session--The City Council may take action on any Executive Session item posted.

551.071. Texas Government Code.

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

(a) Any Posted Item

551.087 Texas Government Code.

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

(a) Building Improvement Grant Application--201 N. Saginaw Blvd.

(b) Building Improvement Grant Application--1029 N. Saginaw Blvd., Suite F

(c) Building Improvement Grant Application--1137 N. Saginaw Blvd.

(d) Application for Chapter 380 Agreement--Southwest Corner of S. Saginaw Blvd. and Palomino Dr.

(12) Adjournment--Todd Flippo, Mayor

City of Saginaw

Meeting Date: 1/7/2020

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, December 3, 2019

BACKGROUND/DISCUSSION:
The minutes of the December 3rd City Council Meeting are being presented for approval.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

December 3 2019 MInutes

CITY OF SAGINAW
CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 W. MCLEROY BLVD.
DECEMBER 3, 2019

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Tankersley
Councilmember	Charles Beasley
Councilmember	Patrick Farr
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Andrew Simonsen, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Lee Howell
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Director of Community Svcs.	Keith Rinehart
Director of Human Resources	Melanie McManus
Director of Economic Dev.	Alora Wachholz
Library Director	Ellen Ritchie
Police Officer	Tyler Stanley

Absent from the meeting:

None

Visitors at the meeting:

Joseph Nash	Vance Tindle
Miranda Tindle	Travis Albritton
Brack St. Clair	Jorge Garza
Peter Sanjur	Kim Traylor
Jaxon Davis	Emilie Fleming
Jennifer Fleming	Chris Fleming
Peter Drolet	Aaron Farmer
Adnel Torres	Matthew McNatt
Monica Davis	Kathryn Johnson
Kelly Stewart	Jim Chadwell
Gary Solada	Clay Cristy

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Rabbi Mordecai Griffin of Sar Shalom Synagogue gave the invocation

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, November 19, 2019

b. Action regarding Cancellation of December 17, 2019 City Council Meeting

Summary: Due to the upcoming holidays and the fact that there are no pending items for the December 17, 2019 meeting, it is recommended that the meeting be cancelled.

c. Action regarding Interlocal Agreement with Eagle Mountain-Saginaw Independent School District for the Purpose of Providing Police Services to the District for the Period of October 1, 2019 through September 30, 2020

Summary: The City and EMS-ISD have entered into an annual agreement since fiscal year 1999-2000 to provide police services to the District. The proposed agreement provides three School Resource Officers (SROs) and four Crossing Guards. The SROs provide assigned police presence at Saginaw High School, Highland Middle School, and Wayside Middle School. The agreement provides School Crossing Guard services for Bryson Elementary, Saginaw Elementary, High Country Elementary, and for the school crossing at the intersection of Basswood and High Country. EMS-ISD will reimburse the City for one-half (50%) of the annual salary and benefits of the three SROs and four Crossing Guards, plus 10% of the Police Sergeant position supervising these programs. Quarterly payments of $38,187.50 will be made for the SROs and Sergeant. A one-tine payment of $8,616.00 will be made for the School Crossing Guards. Total reimbursement will be $161,366. This agreement was approved by the EMS-ISD School Board at their meeting on November 18, 2019.

d. Action regarding Purchase of Replacement Outdoor Warning Siren

Summary: This item is for replacement of the outdoor warning siren located adjacent to Palomino Drive at a cost of $30,583 from American Communications. Replacement was included in the current fiscal year budget in the amount of $27,000 (Fire Department Budget, Account 01-7000-04, Capital Outlay/Special Request). The replacement includes the warning siren component, radio communications device required for control, the concrete pole to which the siren, power devices and controls are mounted and the necessary labor. The deficit will be covered with the savings of $2,849 from the purchase of cardiac monitors and the remaining $743 will be funded from within the Fire Department operating budget.

e. Action regarding Purchase of Four Replacement AEDs for City Facilities

Summary: This item is for replacement of four Automatic External Defibrillators (AEDs) that are placed in nine of our City Facilities. These four will replace the four oldest models which were manufactured in 2007and are well beyond their reliable life expectancy. The total cost will be $9,988 from ZOLL Medical Corporation. Funds are budgeted in the Fire Department Budget, Account 01-7000-04, Capital Outlay/Special Request for this expenditure.

f. Action regarding Purchase of Cardiac Monitor/Defibrillators

Summary: This item is for replacement of five Cardiac Monitor/Defibrillators at a cost of $137,162.72 which includes a trade in allowance for three of our existing monitors (two have no trade-in or used market value) from ZOLL Medical Corporation. A total of $150,000 was included in the current fiscal year budget (Fire Department Budget, Account 01-7000-04, Capital Outlay/Special Request).

g. Action regarding Railstream, LLC License Agreement

Summary: Railstream is a website that has 24 full motion cameras at railroad tracks across the country for its members to enjoy. The Railstream camera in Saginaw is on the Depot Building. Previously Railstream had an agreement with the Saginaw Area Chamber of Commerce. They would like to continue to live stream at the Depot Building. Under the proposed agreement, Railstream will pay the City $500 per year to locate their camera equipment at the Depot Building.

h. Action regarding Building Improvement Grant Agreement with Star Dobe, Inc. (Kwik Kar – 1216 S. Blue Mound Rd.)

Summary: On Tuesday, November 19, 2019, the City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application that was submitted on October 31, 2019 by Kwik Kar of Saginaw in regards to the property at 1216 S. Blue Mound Rd. The City Council determined in that session to award an amount not-to-exceed $1,650 in reimbursable, and matching dollars for the anticipated improvements. Funds are available for this grant in Account 01-6142-13. Building Improvement Grants.

i. Action regarding Authorization of a Contract to Replace the Roof at the Depot Building

Summary: Staff from Code Enforcement and the Building Inspection Departments will be moving their operations to the Depot Building soon. In preparation for this move the roof was found to be in need of replacement. Staff solicited bids from three roofing companies with the low bid being in the amount of $22,227 from GG Roofing and General Construction Contractors. Also a claim was made through TML Intergovernmental Risk Pool (TMLIRP). The claim was approved an initial payment of $1,339.03 has been made to the City. Upon completion of the roof replacement, TMLIRP will remit the balance of the cost less the deductible of $250.

j. Action regarding Approval of Change Order No. 1 to the Saginaw Manhole and Pipe Rehabilitation Contract

Summary: On October 1, 2019, the City Council awarded a contract in the amount of $186,880 to Barclay's Premier Utility Services for the Saginaw Manhole and Pipe Rehabilitation Contract. Subsequent to the award, staff met with the contractor to review the scope of work. The contractor proposed some modifications to the scope that would result in added value to the project. The proposal resulted in replacement of additional sanitary sewer pipe using trenchless (pipe bursting) technology. The pipe proposed for replacement is clay pipe that has limited future serviceability. The proposed change in scope will remove all "open cut" segments from the project resulting in less traffic disruption. The result of the Change Order is an increase in total pipe replacement from 585 feet to 1,241 feet. The rehabilitation of two manholes will be removed from the project to keep the revised contract amount within statutory limits. The contract provides $7,779 in allowances for unknown contingencies. The total financial impact from Change Order No. 1 will be $46,720. Funds to cover this increase will come from Fund Balance.

Councilmember Farr requested that Item 4g be pulled from the Consent Agenda for discussion.

Motion was made by Councilmember Farr with a second by Councilmember Tucker to approve the consent agenda with the exception of Item 4g as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

A brief discussion regarding Item 4g followed. Councilmember Farr suggested that something similar to the camera focused on the railroad tracks at the depot be considered in the future for the intersections with railroad crossings along Saginaw Blvd.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to approve Item 4g as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(5) Recognition of Hollenstein Career and Technology Center Advanced Audio Visual Students for their Efforts in Producing the Video "Made in Saginaw" which won the International Economic Development Council's Annual Bronze Award in Multimedia and Video Promotion

The "Made in Saginaw" video was shown. The video recently won the International Economic Development Council's Annual Bronze Award in Multimedia and Video Promotion. Mayor Flippo recognized teacher Jorge Garza and his students involved in making the video. Eagle Mountain-Saginaw Independent School District Superintendent Jim Chadwell expressed his appreciation to the City for giving the students the opportunity to make the video.

(6) Consideration and Action regarding Recommendation from Citizens' Bond Committee

Mr. Travis Albritton, Citizens' Bond Committee Chairperson, addressed the Council. He explained the Citizens' Bond Committee's recommendation of projects listed by priority for the City Council to consider for a future bond election. The Council concurred to hold workshops at both meetings in January to consider the recommendation.

(7) Consideration and Action regarding Contract Approval for Retail Market Analysis with The Retail Coach, LLC

Mr. Aaron Farmer, President of The Retail Coach, LLC, gave a presentation regarding their services and the proposed retail market analysis contract.

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve the contract for a Retail Market Analysis with The Retail Coach, LLC in the amount of $3,500 as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(8) PUBLIC HEARING – Consideration and Action regarding Approval of a Request for a Specific Use Permit to allow a Day Care Facility on Lot 30, Block 2 (912 North Old Decatur Road), of the Saginaw Springs Addition, located on the Northeast Corner of Old Decatur Road and W.J. Boaz Road in Saginaw

Mayor Flippo declared the public hearing for this item opened at 6:50 p.m. Mr. Clay Cristy of ClayMoore Engineering addressed the Council. He explained the request for the Specific Use Permit and the proposed day care facility to be

locatd at 912 Old Decatur Road. Mr. Peter Drolet, owner of residential property behind the proposed facility, expressed his concern about the potential increase in traffic, lighting, and noise.

Mayor Flippo called for any additional public comments. There were none. Mayor Flippo declared the public hearing closed at 7:28 p.m.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to table this item until further information regarding traffic is provided. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(9) Consideration and Action regarding Resolution No. 2019-21, Election of Members to the Board of Directors of the Tarrant Appraisal District

The terms of office for the five elected members of the Tarrant Appraisal District Board of Directors expire on December 31, 2019. The City of Saginaw is entitled to cast ten votes in the election. There are ten nominees. Mr. Gary Losada, nominated by the City of Colleyville, addressed the Council regarding his qualifications for appointment.

Motion was made by Mayor Pro-Tem Tankersley with a second by Councilmember Farr to approve Resolution No. 2019-21 and cast the City's ten votes for Gary Losada. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(10) Executive Session

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

a. Any Posted Item

1 § 551.072. Deliberations Regarding Real Property. The City Council may convene in executive session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person, including the following

matters:

a. Possible Acquisition of Property for Municipal Purposes

Mayor Flippo declared the meeting recessed into Executive Session at 7:37 p.m.

Mayor Flippo declared the meeting back in Regular Session at 8:01 p.m.

(11) Adjournment

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

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of December 3, 2019 adjourned at 8:01 p.m.

ATTEST: APPROVED:

_____ _____

City Secretary Janice England Mayor Todd Flippo

City of Saginaw

Meeting Date: 1/7/2020

Agenda Items: (4)(b)

Staff Contact: Keith C. Rinehart
Director of Community Services

E-mail: krinehart@saginawtx.org

Phone: 817-230-0351

SUBJECT:
Action Regarding Approval of Funds for Keep Saginaw Beautiful Committee Project – Irrigation/Sprinkler System for Flower Bed at Knowles/McLeroy Blvd.

BACKGROUND/DISCUSSION:
The Keep Saginaw Beautiful Committee (KSB) has a very popular Adopt-A-Spot program that encourages citizen participation in beautification projects and litter clean-ups of designated public areas at regular intervals. A spot could be a road right-of-way, creek, and median, or City entryway monument sign. Individuals, organizations or businesses may agree to keep a designated spot cleared of litter and/or provide beautification for a period of one year.

There is currently a flowerbed on the Northwest corner of the Knowles/McLeroy Blvd. intersection. This is a very visible and busy location not only in Willow Creek Park but also in the city. It does have water access but only a water spigot/faucet. Since no sprinkler system is present, a person or group wanting to adopt this spot would have to bring their own water hose to provide nourishment to the plants/flowers and this is a discouragement.

The KSB would like to have a sprinkler system installed to both help beautify that location and to encourage individuals/groups to adopt that spot.

FINANCIAL IMPACT:
The financial impact will be $1,220. The work would be completed by Yellowstone Landscape (the City of Saginaw's new right-of-way mowing contractor).

RECOMMENDATION:
The Keep Saginaw Beautiful Committee is recommending the approval of $1,220 for Yellowstone Landscaping to install a sprinkler system in the flowerbed on the Northwest corner of the Knowles/McLeroy Blvd. intersection.

ATTACHMENTS:

Description

Background Info and Proposal

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 – January 7, 2020

PRESENTER:

Keith C. Rinehart, Director of Community Services

ITEM:

Consideration and action to approve funds for Keep Saginaw Beautiful Committee Project – Irrigation/Sprinkler System for Flower Bed at Knowles/McLeroy Blvd.

DISCUSSION:

The Keep Saginaw Beautiful Committee (KSB) has a very popular Adopt-A-Spot program that encourages citizen participation in beautification projects and litter clean-ups of designated public areas at regular intervals. A spot could be a road right-of-way, creek, and median, or City entryway monument sign. Individuals, organizations or businesses may agree to keep a designated spot cleared of litter and/or provide beautification for a period of one year.

There is currently a flowerbed on the Northwest corner of the Knowles/McLeroy Blvd. intersection. This is a very visible and busy location not only in Willow Creek Park but also in the city. It does have water access but only a water spigot/faucet. Since no sprinkler system is present, a person or group wanting to adopt this spot would have to bring their own water hose to provide nourishment to the plants/flowers and this is a discouragement.

The KSB would like to have a sprinkler system installed to both help beautify that location and to encourage individuals/groups to adopt that spot.

FINANCIAL IMPACT:

The financial impact will be $1,220. The work would be completed by Yellowstone Landscape (the City of Saginaw's new right-of-way mowing contractor).

RECOMMENDATION

The Keep Saginaw Beautiful Committee is recommending the approval of $1,220 for Yellowstone Landscaping to install a sprinkler system in the flowerbed on the Northwest corner of the Knowles/McLeroy Blvd. intersection.

ATTACHMENTS:

- Proposal from Yellowstone Landscaping

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

Greener Pastures
A Yellowstone Landscape Company

Proposal #39569
Date: 12/09/2019
From: Jason White

Proposal For

City of Saginaw
333 W McLeroy
Saginaw, TX 76179

main: 817-230-0350
mobile:

Location

333 W McLeroy
Saginaw, TX Saginaw

City of Saginaw HWY Right of Way Mowing: Irrigation Repairs T&M - Fort Worth

Terms: Net 30

ITEM DESCRIPTION	AMOUNT
Irrigation Repairs	

Client Notes
Proposal for the installation of irrigation system for the bed at the corner of McLeroy and Knowles.

SUBTOTAL	$1,220.00
SALES TAX	$0.00
TOTAL	$1,220.00

Signature

x

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Jason White
jwhite@yellowstonelandscape.com

City of Saginaw

Meeting Date: 1/7/2020

Agenda Items: (4)(c)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding Purchase of Badger Orion Cellular System Water Meters

---

BACKGROUND/DISCUSSION:
The 2019-20 Water Department budget included funding in the amount of $684,000 for the replacement of 50% of our water system water meters with cellular technology.

The City currently uses Badger Orion Classic transponders and water meters that allow remote reading capability for water customers. The system has performed well and has reduced or eliminated the need for manual meter reading. Unfortunately the city has been informed that the Orion Classic system is being phased out for the next generation of meter/reader. Badger will no longer support the Orion Classic system.

The recommended system is called the Badger Orion Cellular System. The new system has many advantages that will not only expedite the monthly meter reading but provide our customers transparency by giving them the ability to monitor their water account. There are approximately 7,600 meters in the City. The replacement of the water meters citywide will occur over two fiscal years.

The purchase will be made through Atlas Utility Supply, Badger's distributor.

FINANCIAL IMPACT:
The total financial impact will be $684,000. Funds in the amount of $684,000 are budgeted for the replacement of meters (Water & Wastewater, Account 05-7000-50-00, Capital Outlay/Special Request).

RECOMMENDATION:
It is recommended that the City Council authorize the purchase of Badger Orion Cellular System water meters from Atlas Utility Supply in the amount of $684,000.

ATTACHMENTS:

Description

Newsom Recommendation Letter

Budget Information

Memorandum

December 17, 2019

To: Rick Trice, DPW
From: Randy Newsom, Operations Supt.
Subject: Recommendation to Purchase Badger Cellular Water Meters

In the 2019-20 Water & Wastewater Department Budget a new Water Meter Reading System was approved. The current system we use is the Badger Orion Classic System which has reached its end of life. This means that Badger will no longer make or support the Orion Classic System. The system that we are switching to is called the Badger Orion Cellular System. The new system has many advantages that will not only expedite the monthly meter reading but provide our customers transparency by giving them the ability to monitor their water account. We will be replacing the water meters in our system in two phases. The first change out phase will begin in this year's budget (2019-20) and will be completed in next year's budget (2020-21).

The budgeted amount for phase 1 is $684,000 funded from the Water & Wastewater Capital Outlay Account 05-7000-50-00. The system will be purchased from Badger Meter through Atlas Utility Supply. I would like to recommend to Council for consideration and approval of the purchase of the Badger Orion Cellular Meter System Phase 1 in the amount of $684,000 from Badger Meter. I would like to get this item on the agenda for the next Council meeting on January 7, 2020.

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

Meeting Date: 1/7/2020

Agenda Items: (4)(d)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action Regarding Acceptance of a General Warranty Deed from Mearstone Properties, L.P.

BACKGROUND/DISCUSSION:
In February, 2009 Mearstone Properties L.P. (Mearstone) conveyed approximately 4.6 acres of land on the northwest corner of Knowles Drive and Longhorn Road by General Warranty Deed

During recent survey activities in Willow Creek Park it was discovered that a twenty foot wide tract of land, approximately 0.3119 acres, existed along Longhorn Road that is under the ownership of Mearstone. In the opinion of staff, the 0.3119 acres was intended to be part of the original conveyance to the City. Staff approached Mearstone with a request to correct the apparent error and Mearstone responded with the conveyance instrument being considered.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
It is recommended that the City Council accept the General Warranty Deed conveying 0.3119 acres of land to the City of Saginaw and authorize recording the instrument in the deed records of Tarrant County.

ATTACHMENTS:

Description

Warranty Deed

GENERAL WARRANTY DEED
(Gift Deed)

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

Date:	September 30, 2019
Grantor:	Mearstone Properties, L.P., A Texas limited partnership
Grantor's Address:	5816 Boat Club Road Fort Worth, Texas 76179
Grantee:	City of Saginaw, Texas
Grantee's Address:	333 West McLeroy Blvd. P. O. Box 79070 Saginaw, Texas 76179
Consideration:	Ten Dollars ($10.00) and other good and valuable consideration.

Property (including any improvements):

An approximate 0.3119 acre tract of land, being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein.

Reservations and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the following matters, to the extent the same are in effect at this time, relating to the hereinabove described property: Restrictions of record, if any, Reservations of mineral and/or royalty interest of record, if any, Easements of record, if any, and to all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and

assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

Grantor: Mearstone Properties, L.P.,
A Texas limited partnership

By: Meael McBee
Name: Mearstone Properties L.P.
Title: CEO
Date: 12-17-19

STATE OF TEXAS §
§
COUNTY OF TARRANT §

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

Given under my hand and seal of office this 17 day of December, 2019.

KRISTI THOMAS
Notary Public, State of Texas
Comm. Expires 01-26-2020
Notary ID 12480515-8

Kristi Thomas
Notary Public in and for the
State of Texas

My Commission Expires:
1/26/2020

Kristi Thomas
Type or Print Notary's Name

Grantee's Acceptance of Deed

Todd Flippo, as Mayor, acting on behalf of the CITY OF SAGINAW, Grantee, accepts the attached deed and consents to it form and substance.

CITY OF SAGINAW

BY:_____
Todd Fippo, Mayor

Date: September ____, 2019

AFTER RECORDING RETURN TO:

Rick Trice
Director of Public Works
City of Saginaw
333 West McLeroy Blvd.
P. O. Box 79070
Saginaw, Texas 76179

LEGAL DESCRIPTION
0.3119 ACRE TRACT

BEING a 13,586 square foot (0.3119 acres) tract of land situated in the Alexander F Allbright Survey, Abstract No. 1849, City of Saginaw, Tarrant County, Texas; said tract being part of a called 15.455 acre tract of land described in General Warranty Deed to Mearstone Properties, L.P. recorded in Instrument No. D207376698 of the Official Public Records of Tarrant County, Texas; and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" found at the intersection of the west right-of-way line of Knowles Drive (a variable width right-of-way) and the north right-of-way line of Longhorn Road (100-foot wide right-of-way);

THENCE with the said north right-of-way line of Longhorn Road, South 89°38'13" West, a distance of 679.57 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing the said north right-of-way line of Longhorn Road, North 0°21'47" West, a distance of 20.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the southwest corner of a called 4.605 acre tract of land described in General Warranty Deed to the City of Saginaw, Texas recorded in Instrument No. D209049457 of said Official Public Records;

THENCE with the south line of the said 4.605 acre tract, North 89°38'13" East, a distance of 678.91 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found in the said west right-of-way line Knowles Drive, for the southeast corner of said 4.605 acre tract, and being the beginning of a non-tangent curve to the right having a central angle of 1°41'11", a radius of 680.00 feet, a chord bearing and distance of South 2°16'00" East, 20.01 feet;

THENCE in a southeasterly direction, with the said west right-of-way line of Knowles Drive and with said curve to the right, an arc distance of 20.01 feet to the **POINT OF BEGINNING** and containing 13,586 square feet or 0.3119 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202), with an applied combined scale factor of 1.00012.

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the tract.

6/27/19

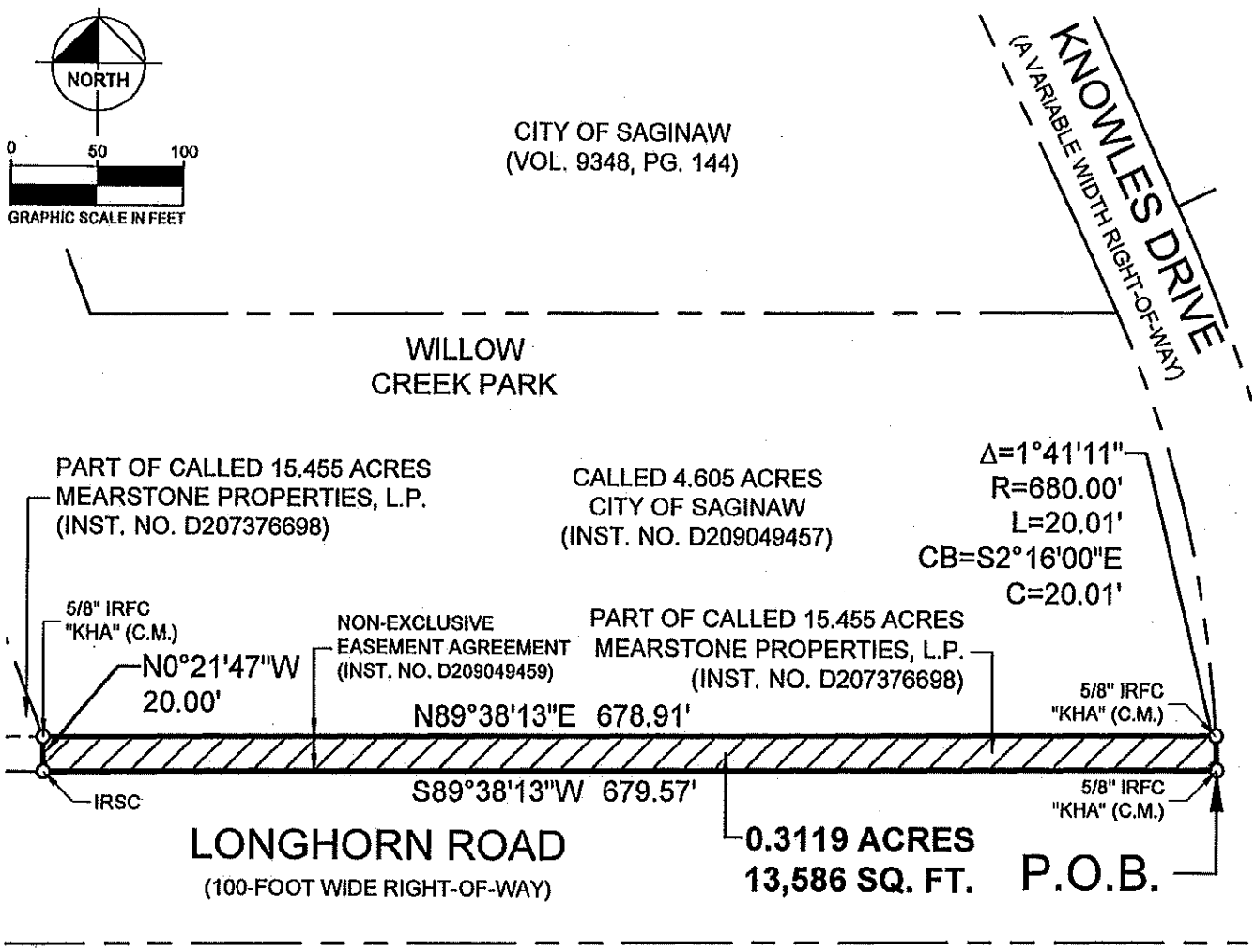
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



0.3119 ACRE TRACT
ALEXANDER F ALLBRIGHT SURVEY,
ABSTRACT NO. 1849
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	MCB	6/25/2019	069427000	1 OF 2



LEGEND

Δ = CENTRAL ANGLE
P.O.B. = POINT OF BEGINNING
C.M. = CONTROLLING MONUMENT
IRFC = IRON ROD WITH CAP FOUND
IRFC = 5/8" IRON ROD WITH CAP STAMPED "KHA" SET

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202), with an applied combined scale factor of 1.00012.

A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the tract.

6/27/19

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

0.3119 ACRE TRACT
ALEXANDER F ALLBRIGHT SURVEY, ABSTRACT NO. 1849
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	6/25/2019	069427000	2 OF 2

City of Saginaw

Meeting Date: 1/7/2020

Agenda Items: (4)(e)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding City Council Consent to Permit for a Small Cell Node at 821 Blueridge Trail

---

BACKGROUND/DISCUSSION:
On September 5, 2017, City Council adopted Ordinance Number 2017-10 regulating the use, occupancy and maintenance of City rights-of-way by wireless network providers.

AT&T has submitted an application for a new network node installation at 821 Blueridge Trail. The installation will include replacement of an existing Oncor pole.

New Cingular Wireless PCS, LLC has complied with the provisions of Ordinance 2017-10 except that the location at 821 Blueridge Trail is adjacent to single family residential lots and is on a street right-of-way of not more than fifty (50) feet that requires consent from the City Council.

FINANCIAL IMPACT:
The financial impact will be receipt of a $250 fee from AT&T and a recurring annual fee of $250.

RECOMMENDATION:
It is recommended that the City Council consent to a Permit for a Small Cell Node at 821 Blueridge Trail.

ATTACHMENTS:

Description

Permit Drawing and Forms

SCIP ID: 28730-008B
STRUCTURE TYPE: ONCOR WOOD UTILITY POLE
SITE ADDRESS: 821 BLUERIDGE TRAIL SAGINAW, TX 76179

PTN: 3012A0LJZ6
PACE: MRNTX048646

PROJECT INFORMATION

SCIP ID: 28730-008B
ADDRESS: 821 BLUERIDGE TRAIL SAGINAW, TX 76179
LATITUDE: 32.848314°
LONGITUDE: -97.370292°
GROUND ELEVATION: 728' AMSL
JURISDICTION: CITY OF SAGINAW
STRUCTURE TYPE: ONCOR WOOD UTILITY POLE

SCOPE OF WORK

THE WIRELESS COMMUNICATIONS FACILITY IS NOT INTENDED FOR HUMAN OCCUPANCY

1. REPLACEMENT OF (1) EXISTING WOODEN POLE WITH (1) NEW CLASS 3, 40' WOOD POLE IN EXISTING R.O.W.
2. INSTALLATION OF (2) RRUS-2203 1900MHZ
3. INSTALLATION OF (2) RRUS-2205 LAA
4. INSTALLATION OF (1) OMNI ANTENNA

APPLICABLE CODES & STANDARDS

- INTERNATIONAL BUILDING CODE, 2015 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- NATIONAL ELECTRICAL CODE, 2017 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- INTERNATIONAL MECHANICAL CODE, 2015 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION AS ADOPTED BY LOCAL JURISDICTION

Texas 811 Know what's below. Call before you dig.

DRIVING DIRECTIONS

DALLAS/FORT WORTH INTERNATIONAL AIRPORT:

TAKE TX-114 W, TX-121, TEXAS 121 TEXPRESS/TEXAS 183 TEXPRESS AND I-820 W TO US-287 BUS N/N MAIN ST IN FORT WORTH. TAKE EXIT 13 FROM I-820 W.,FOLLOW US-287 BUS N/N MAIN ST AND LONGHORN RD TO BLUE RIDGE TRAIL., MERGE ONTO US-287 BUS N/N MAIN ST., USE THE LEFT 2 LANES TO TURN LEFT ONTO LONGHORN RD., TURN RIGHT ONTO BLUE RIDGE TRAIL., DESTINATION WILL BE ON THE RIGHT.

CONTACTS

APPLICANT:
AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

PROPERTY OWNER:
PUBLIC RIGHT OF WAY

STRUCTURE OWNER:
ONCOR

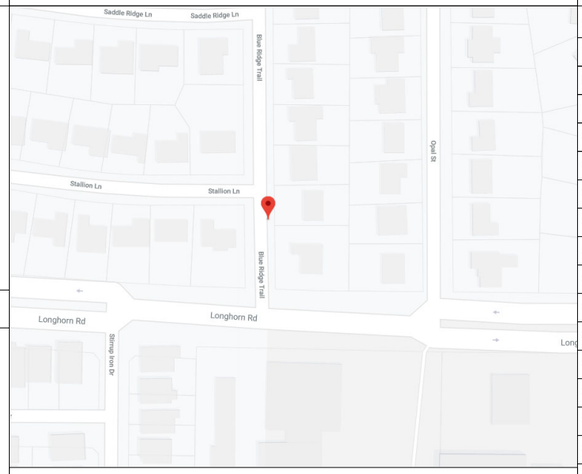
PROJECT MANAGER:
NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

ARCHITECT/ENGINEER:
LEVEL 5 CONSULTING ENGINEERS
19315 FM 2252, SUITE 301
GARDEN RIDGE, TX 78266
CONTACT: TONY HUEBEL
PHONE: 210-542-5911

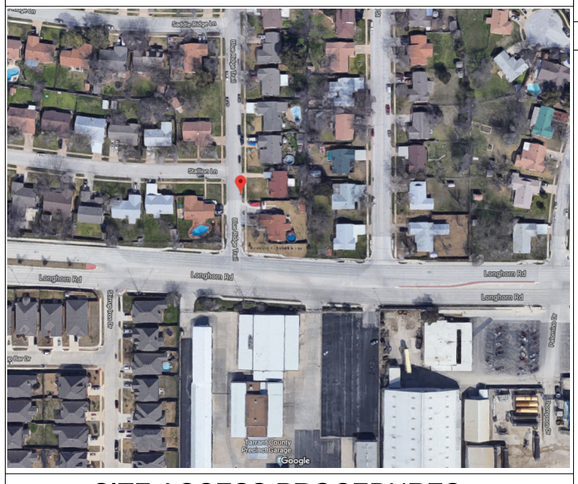
FIBER COMPANY:
TO BE DETERMINED

POWER COMPANY:
ONCOR ELECTRIC
PHONE: 817-215-5037

VICINITY MAP



AERIAL MAP



SITE ACCESS PROCEDURES

SHEET INDEX

SITE GENERAL ARRANGEMENT PLANS	
T1.0	COVER SHEET
N1.0	GENERAL NOTES
N2.0	GENERAL NOTES
C0.0	OVERALL AREA PLAN
C1.0	PLAN VIEW
C2.0	POLE ELEVATIONS
C2.1	SMALL CELL ONE LINE SCHEMATIC
C2.2	PHOTOSIMS
C2.3	PHOTOSIMS
C3.0	ANTENNA DETAILS
C3.1	ANTENNA MOUNT DETAILS
C3.2	RADIO DETAILS
C3.3	METER BASE DETAIL
C3.4	LOAD CENTER DETAIL
C3.5	RISER DIAGRAMS
C3.6	GROUNDING & AT&T WARNING SIGNS
TR1.0	TRAFFIC CONTROL PLAN
TR2.0	TRAFFIC CONTROL PLAN

PREPARED FOR:

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTP WIRELESS
EVERY SITE, EVERY DAY
NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo
CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:
28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5 CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
T1.0

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

GENERAL CONSTRUCTION

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
   GENERAL CONTRACTOR –
   CONTRACTOR: (CONSTRUCTION)
   OWNER – AT&T

2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AT&T PROJECT SPECIFICATIONS.

3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.

5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.

6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.

8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.

10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFIRM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.

11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.

12. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.

13. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.

14. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.

15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.

16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.

17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.

18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.

19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.

20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.

21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OT 2-A:10-B:C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.

22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.

23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.

24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.

25. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.

26. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

27. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.

28. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.

29. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.

30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.

31. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.

32. STRUCTURE IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.

33. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.

34. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISION AT&T MOBILITY GROUNDING STANDARD "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES" AND "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.

35. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.

36. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.

37. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.

38. ALL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

ANTENNA MOUNTING

41. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.

42. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.

43. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.

44. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.

45. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.

46. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.

47. NOT USED.

48. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DEFINED BY THE RFDS. ANTENNA DOWNTILTS SHALL BE WITHIN +/- 0.5% AS DEFINED BY THE RFDS. REFER TO ND-00246.

TORQUE REQUIREMENTS

49. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.

50. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.

A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE.

EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY

NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo

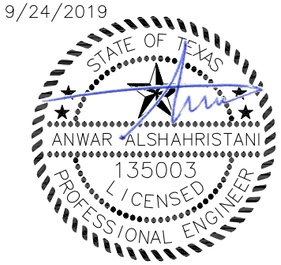
CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019



LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

N1.0

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

55. ALL 8M ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB–FT (12 NM).

56. ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB–FT (58 NM).

57. ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.

58. ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18–22 LB–FT (24.4 – 29.8 NM).

59. ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15–20 LB–IN (1.7 – 2.3 NM).

COAXIAL CABLE NOTES

60. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.

62. CONTRACTOR SHALL VERIFY THE DOWN–TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.

63. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND–00027 LATEST VERSION.

COAXIAL CABLE NOTES

64. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.

65. CONTRACTOR SHALL VERIFY THE DOWN–TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.

66. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND–00027 LATEST VERSION.

67. ALL JUMPERS TO THE ANTENNAS SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'–0".

68. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'–0" OC.

69. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.

70. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH AT&T STANDARDS.

GENERAL CABLE AND EQUIPMENT NOTES

71. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMAS, DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.

72. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

73. CONTRACTOR SHALL REFERENCE THE STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.

74. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE–HALF TAPE WIDTH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL BLEEDING IS NOT ALLOWED.

75. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:
A. TEMPERATURE SHALL BE ABOVE 50° F.
B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.
C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED.
D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.

76. ALL PROPOSED GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4'–0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.

77. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.

ROW STAND ALONE CONSTRUCTION NOTES

78. NO BOLT THREADS TO PROTRUDE MORE THAN 1–1/2" [.038M].

79. 90 SHORT SWEEPS UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITION ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).

80. USE 90 CONNECTOR AT CABLE CONNECTION TO ANTENNAS.

81. PLACE GPS ON ARM WITH SOUTHERN SKY EXPOSURE AT MINIMUM 6' [1.83] FROM TRANSMIT ANTENNA, WHICH IS 24" [.61M] AWAY FROM CENTER OF POLE.

82. USE 1/2" [.013M] CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.

83. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.

DISCONNECT, METER, AND ANTENNA BOXES MUST BE INSTALLED IN ACCORDANCE WITH CONSTRUCTION STANDARD 103–235, "SUPPLY AND COMMUNICATION EQUIPMENT"

SEE AEP STANDARD SHEETS 103–106, 103–115, AND 103–116 FOR ADDITIONAL REQUIREMENTS.

THE DESIGN AND MOUNTING REQUIREMENTS OF ALL ANTENNAS MUST BE APPROVED BY AEP ELECTRIC DELIVERY–DISTRIBUTION STANDARDS PRIOR TO INSTALLATION.

ANTENNAS SHALL BE INSTALLED ON TANGENT POLES ONLY. ANTENNAS SHALL NOT BE INSTALLED ON EQUIPMENT POLES. ALL POLES MUST BE BUCKET TRUCK ACCESSIBLE.

THE MINIMUM SIZE OF ALL ANTENNA POLE WILL BE ANSI CLASS 3.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY

NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo

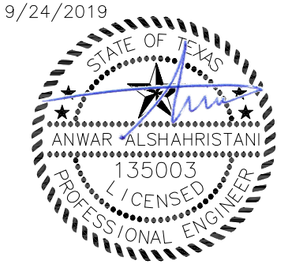
CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507–334–2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019



LEVEL 5
CONSULTING ENGINEERS, INC.

19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

N2.0

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

NOTES:
1. SITE PLAN DRAWN FROM AERIAL IMAGE.
2. ANY UTILITY LOCATIONS SHOWN ARE REPRESENTATIVE IN NATURE. CONTRACTOR SHALL USE EXTREME CAUTION WHEN INSTALLING / REPLACING POLE AND RUNNING ANY POWER / FIBER CONDUITS.
3. CONTRACTOR SHALL CALL FOR UTILITY LOCATES AND FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES.
4. ALL CONDUITS SHALL MAINTAIN MIN. 24" CLEARANCE FROM EXISTING UTILITY CONDUITS.
5. CONTRACTOR MUST VERIFY THE INFORMATION SHOWN AND FIELD LOCATE EXISTING UTILITIES SUCH AS ELECTRIC, GAS, WATER, SEWER AND TELCO PRIOR TO COMMENCEMENT OF WORK. IF ANY CONFLICTS ARE OBSERVED. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER IMMEDIATELY.

LEGEND

WL	WATER LINE	UGE	UNDER GROUND POWER
STL	STORM LINE	UGT	UNDER GROUND TELCO
SL	SEWER LINE	ROW	RIGHT OF WAY
EOP	EDGE OF PAVEMENT	℄	ROAD CENTERLINE
	SIGNAGE	BOC	BACK OF CURB
GAS	GAS	FOC	FACE OF CURB
	WOOD POLE	OT	OVERHEAD TELCO
	PROPERTY LINE	OE	OVERHEAD ELECTRIC



TRUE NORTH

1 OVERALL SITE PLAN

FULL SIZE PLOT SCALE: 1" = 20'
HALF SIZE PLOT SCALE: 1" = 40'

0 10' 20' 40'

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY

NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo

CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

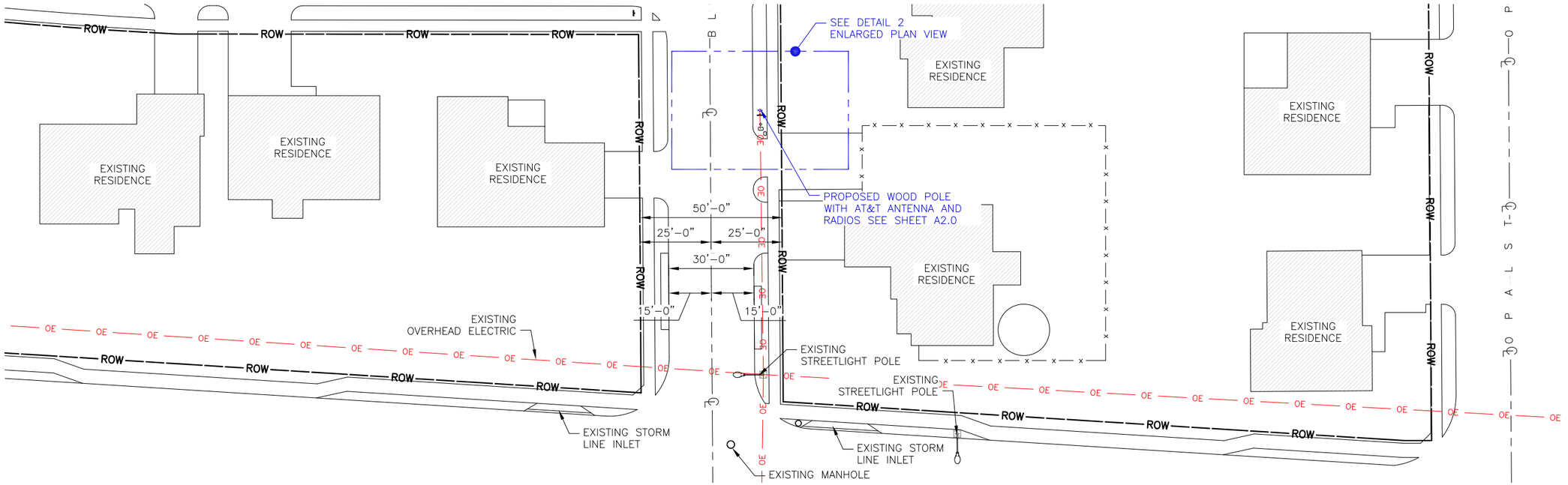
SHEET TITLE:

OVERALL SITE PLAN

SHEET NUMBER:

C0.0

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

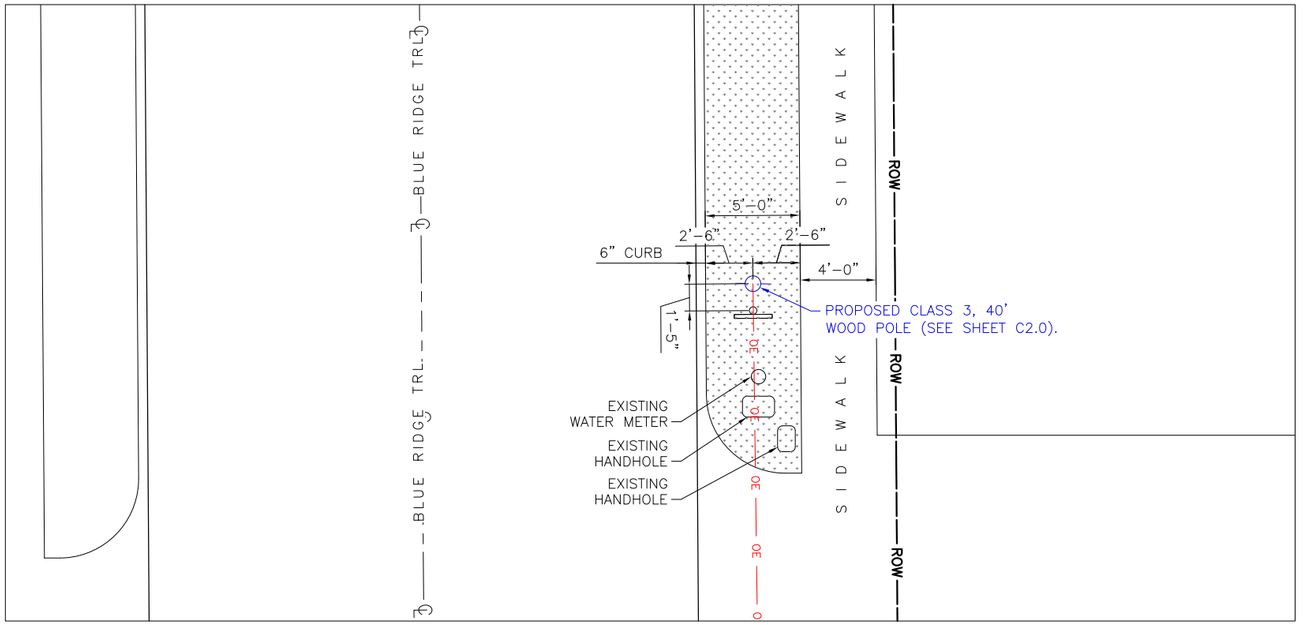


1 PLAN VIEW

TRUE NORTH

FULL SIZE PLOT SCALE: 1" = 20'
HALF SIZE PLOT SCALE: 1" = 40'

0 10' 20' 40'



2 ENLARGED PLAN VIEW

TRUE NORTH

FULL SIZE PLOT SCALE: 1/4" = 1'-0"
HALF SIZE PLOT SCALE: 1/8" = 1'-0"

0 2' 4' 8'

LEGEND			
WL	WATER LINE	UGE	UNDER GROUND POWER
STL	STORM LINE	UGT	UNDER GROUND TELCO
SL	SEWER LINE	ROW	RIGHT OF WAY
EOP	EDGE OF PAVEMENT	℄	ROAD CENTERLINE
	SIGNAGE	BOC	BACK OF CURB
GAS	GAS	FOC	FACE OF CURB
	WOOD POLE	OT	OVERHEAD TELCO
	PROPERTY LINE	OE	OVERHEAD ELECTRIC

NOTES:
1. SITE PLAN DRAWN FROM AERIAL IMAGE.
2. ANY UTILITY LOCATIONS SHOWN ARE REPRESENTATIVE IN NATURE. CONTRACTOR SHALL USE EXTREME CAUTION WHEN INSTALLING / REPLACING POLE AND RUNNING ANY POWER / FIBER CONDUITS.
3. CONTRACTOR SHALL CALL FOR UTILITY LOCATES AND FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES.
4. ALL CONDUITS SHALL MAINTAIN MIN. 24" CLEARANCE FROM EXISTING UTILITY CONDUITS.
5. CONTRACTOR MUST VERIFY THE INFORMATION SHOWN AND FIELD LOCATE EXISTING UTILITIES SUCH AS ELECTRIC, GAS, WATER, SEWER AND TELCO PRIOR TO COMMENCEMENT OF WORK. IF ANY CONFLICTS ARE OBSERVED. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER IMMEDIATELY.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY

NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo

CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.

19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

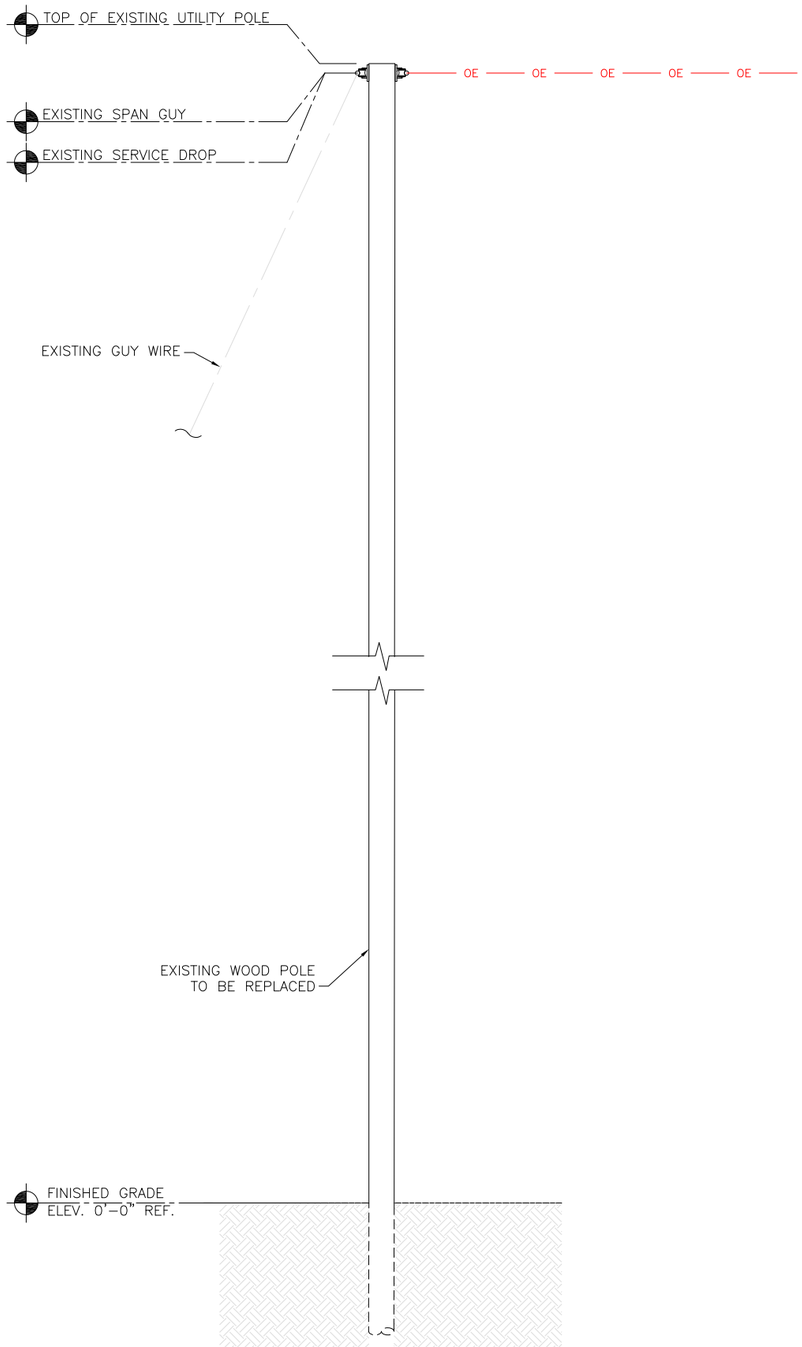
SHEET TITLE:

PLAN VIEW

SHEET NUMBER:

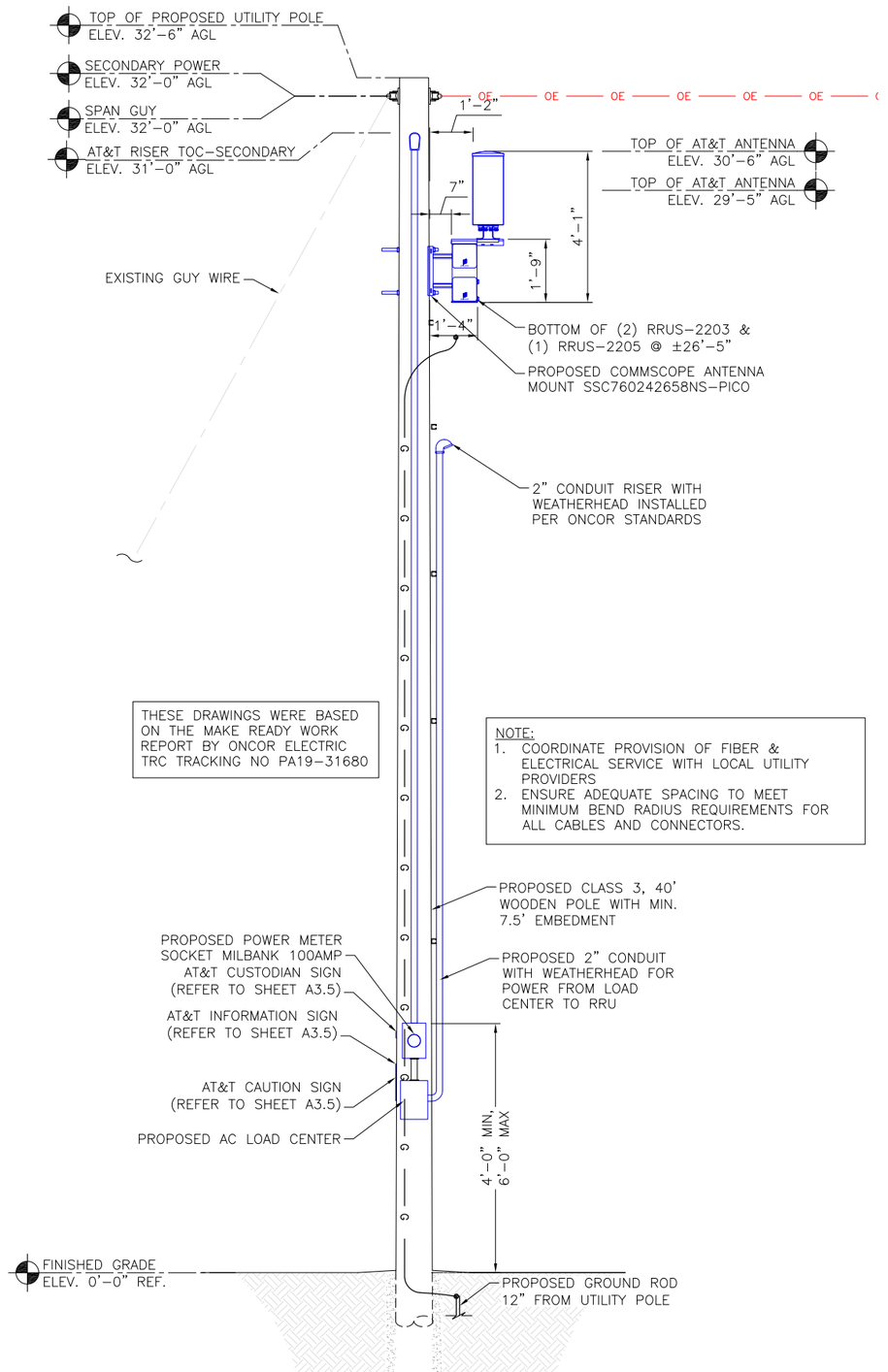
C1.0

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.



1 EXISTING POLE ELEVATION

SCALE: N.T.S.



2 PROPOSED POLE ELEVATION

SCALE: N.T.S.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY

NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo

CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.

19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:

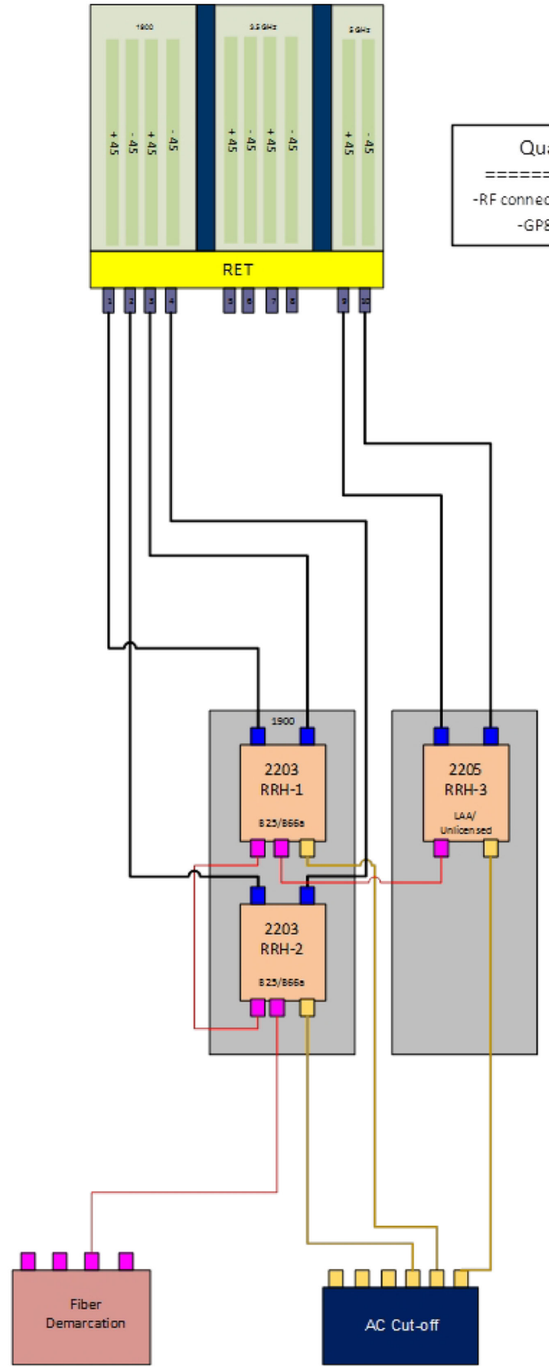
POLE ELEVATION

SHEET NUMBER:

C2.0

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

E// Pico – urban/suburban



Quasi-Omni Antenna
==========
-RF connector may be 4.3-10 or 7/16 DIN
-GP8 port shall NOT be used

1 SMALL CELL ONE LINE SCHEMATIC
SCALE: N.T.S.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY
NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo
CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507–334–2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:

SMALL CELL ONE LINE SCHEMATIC

SHEET NUMBER:

C2.1

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.



1 CURRENT VIEW NORTH
SCALE: N.T.S.



2 PROPOSED VIEW NORTH
SCALE: N.T.S.



3 CURRENT VIEW EAST
SCALE: N.T.S.



4 PROPOSED VIEW EAST
SCALE: N.T.S.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY

NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo

CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.

19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:

PHOTOSIM

SHEET NUMBER:

C2.2

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.



1 CURRENT VIEW SOUTH
SCALE: N.T.S.



2 PROPOSED VIEW SOUTH
SCALE: N.T.S.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY

NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo

CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:

PHOTOSIM

SHEET NUMBER:

C2.3

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

Data Sheet	Rosenberger
Small/Micro Cell Quasi-omni Antenna (3G/4G/5G)	CA-OIOITJTJVEX360F-JS06

Main Features

10-Port Small/Micro Cell Quasi-omni Antenna

Excellent for site-sharing among 3G/4G/5G systems

Electrical Data (BASTA)

Frequencies (MHz)	2x1695-2400 / 2x3550-3700 / 5150-5925		
Sub-Bands (MHz)	1695-2400	3550-3700	5150-5925
Polarization	±45°	±45°	±45°
Max.Gain (dBi)	9	10.6	6.0
Avg.Gain (dBi)	8.2	9.8	5.0
Azimuth Beamwidth (°)	360	360	360
Elevation Beamwidth (°)	17	10	25
Electrical Downtilt (°)	3	3	3
VSWR	≤1.5:1	≤1.5:1	≤1.5:1
Intra-band Isolation (dB)	25	25	25
Inter-band Isolation (dB)	20	20	20
3rd Order PIM, 2×10W (dBc)	-153	N/A	N/A
Impedance (Ω)	50	50	50
Power Handling (W)	100	100	10

*To comply with EIRP restrictions for FCC Title 47 part 15 in U-NII-1 5.15 – 5.25 GHz band maximum radio transmit power of 1 watt assumed

< 1695~2400MHz (Y1, Y2) >

Azimuth Pattern

Elevation Pattern

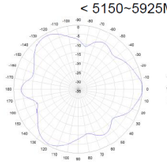
< 3550~3700MHz (Y3, Y4) >

Azimuth Pattern

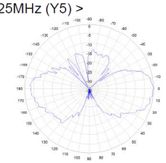
Elevation Pattern

Data Sheet	Rosenberger
Small/Micro Cell Quasi-omni Antenna (3G/4G/5G)	CA-OIOITJTJVEX360F-JS06

< 5150~5925MHz (Y5) >



Azimuth Pattern



Elevation Pattern

Environmental Data

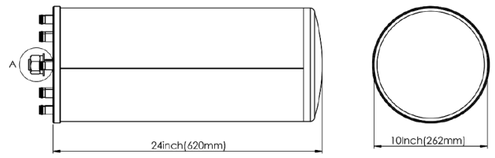
Operating Temperature Range	-40°C to +70°C| -40°F to +158°F
Relative Humidity	5% - 95%

Mechanical Data

Input Connectors	10 x 4.3-10Female
Connector Position	Bottom
Lightning Protection	DC Ground
Dimensions	φ 262mm ×620 mm | φ10 in×24 in
Weight	7.5kg | 16.5 lbs
Maximum Wind Velocity	241 km/h| 150 mph
Maximum Wind Loading @150 km/h	125N | 28 lbf
Reflector Material	Aluminum Alloy
Radome Material	ASA
Radome Color	Gray
Mounting Kit	Not included
Mechanical Tilt Range	0°

Antenna Profile & Bottom View

Fig. 1: Antenna Profile and Mounting Kit Linkage Detail



Data Sheet	Rosenberger
Small/Micro Cell Quasi-omni Antenna (3G/4G/5G)	CA-OIOITJTJVEX360F-JS06

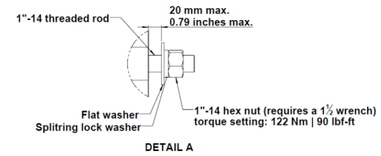
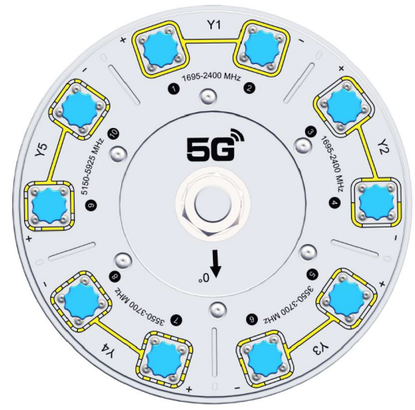


Fig. 2: End Cap View



While the information has been carefully compiled to the best of our knowledge, nothing is intended as representation or warranty on our part and no statement herein shall be construed as recommendation to infringe existing patents. In the effort to improve our products, we reserve the right to make changes judged to be necessary.For environmental information, please refer to the following rosenberger web site:https://www.rosenbergerap.com/content/Environment.aspx

Draft	Date	Checker	Approved	Date
Jonee	01/10/2018	Janny	Caser	01/10/2018

Rev.	Engineering Change Number	Name	Date
0.8	Initial	Hai Chen	01/10/2018

1 CA-OIOITJTJVEX360F-JS06 DETAIL

SCALE: N.T.S.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY
NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

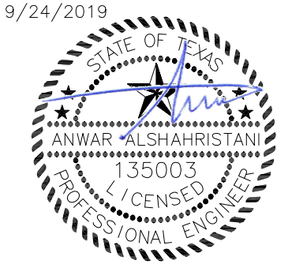
KGPCo
CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019



LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:

ANTENNA AND MOUNTING KIT DETAIL

SHEET NUMBER:

C3.0

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

GALTRONICS
WE'RE MAKING WAVES™
A BAYLIN TECHNOLOGIES COMPANY

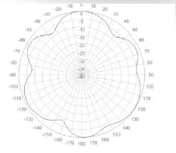
10" x 24" Outdoor Pseudo Omni Canister Antenna [1695-2400, 3550-3700 and 5150-5950 MHz]

EXTENT™ P6480i

Description:

- Pseudo Omni Canister Antenna for Outdoor DAS and Small Cells.
- 4x ports for AWS/PCS/WCS Band 1695-2400 MHz
- 4x ports for CBRS Band 3550-3700 MHz
- 2x ports for 5GHz Band 5150-5950 MHz





1695-2400, 3550-3700 and 5150-5950 MHz Pseudo Omni Canister Antenna

Electrical Specifications

Frequency Band [MHz]	1695-2180	2180-2400	3550-3700	5150-5950
Input Connector Type	4x 4.3-10 DIN(F)		4x 4.3-10 DIN(F)	2x 4.3-10 DIN(F)
Isolation (typ.)	-20 dB		-25 dB	-25 dB
Inter-band Isolation	-30 dB (typ)		-30 dB (typ)	-30 dB (typ)
VSWR/Return Loss	1.5:1(Typ.) 1.7:1(Max.) / 14.0 dB(Typ.) 11.8dB(Max.)			
Impedance	50 Ω			
Polarization	Dual slant 45° (±45°)			
Horizontal Beamwidth	Omni (360°)			
Vertical Beamwidth	15°	12°	15°	19°
Max. Gain	9 dBi	9.5 dBi	8.5 dBi	6 dBi(Max.)
Avg. Gain	7.5 dBi	8 dBi	8 dBi	3 dBi
Downtilt	0°			
Max Power / Port	150 Watts		100 Watts	10 Watts
PIM @ 2x43 dBm	<-153 dBc		N/A	N/A

Mechanical Specifications

Operating Temperature	-40° to 158°F (-40° to +70°C)
Antenna Weight	19 lbs (9 kg)
Antenna Diameter	10" (254 mm)
Antenna Height	24.7" (628 mm)
Radome Material	ASA
RoHS	Compliant
Radome Color	Gray, Brown, 3M™ Conceal Film, Custom Colors Possible
Ingress Protection	Outdoor (IP65)
Wind Survival Rating	150 mph (241 km/h)
Shipping Dimensions - L x W x D	30"x19"x19" (762x483x483 mm)
Shipping Weight (Gross Weight)	26 lbs (12 kg)

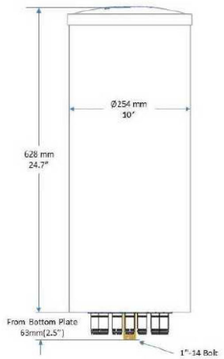
Release Date: March 02, 2017; Revision: 5-1 ; RFD#6480

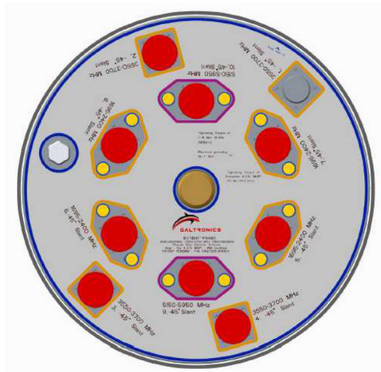
Copyright © 2017 – Galtronics Corporation Ltd.
Proprietary Information. All rights reserved. Galtronics reserves the right to modify or amend any antenna or specification withhout prior notice.

GALTRONICS
WE'RE MAKING WAVES™
A BAYLIN TECHNOLOGIES COMPANY

Additional Technical Information

Mechanical Dimensions





Part Numbers, Ordering Options and Accessories

Description:	Part Number:
Antenna with 10x 4.3-10 DIN (F) Connectors, Gray	04127265-06480-1
Antenna with 10x 4.3-10 DIN (F) Connectors, Brown	04127265-06480-6
Antenna with 10x 4.3-10 DIN (F) Connectors, Chrome (3M™ Conceal Film)	04127265-06480-C

Mounting Bracket(s):

Mounting Kit Assembly, Canister, Pole Top (wind speed of 150 mph)

The assembly kit includes a 1" Mount Rod Adapter (MK-06678: universal interface for pole top installation) and a Pole Top Mounting Bracket (MK-06679: a bracket base attached directly to wood, metal and cement poles).

Note: 1" Rod Adapter (MK-06678) and Pole Top Mounting Bracket (MK-06679) may be ordered separatey.



MK-06761

Mating Connector Torque:
4.3-10: 3.7 ft-lb (5 Nm)

Release Date: March 02, 2017; Revision: 5-1 ; RFD#6480

1 ANTENNA AND MOUNTING KIT DETAIL
SCALE: N.T.S.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS®
EVERY SITE, EVERY DAY
NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

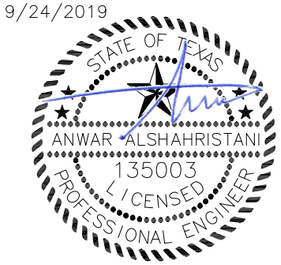
KGPCo
CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019



LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

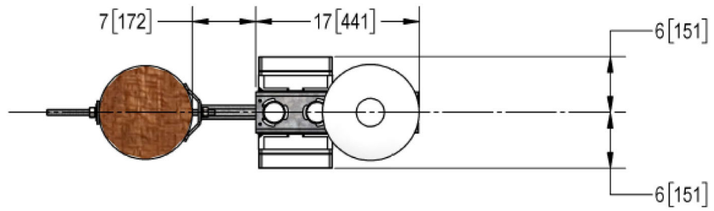
SHEET TITLE:

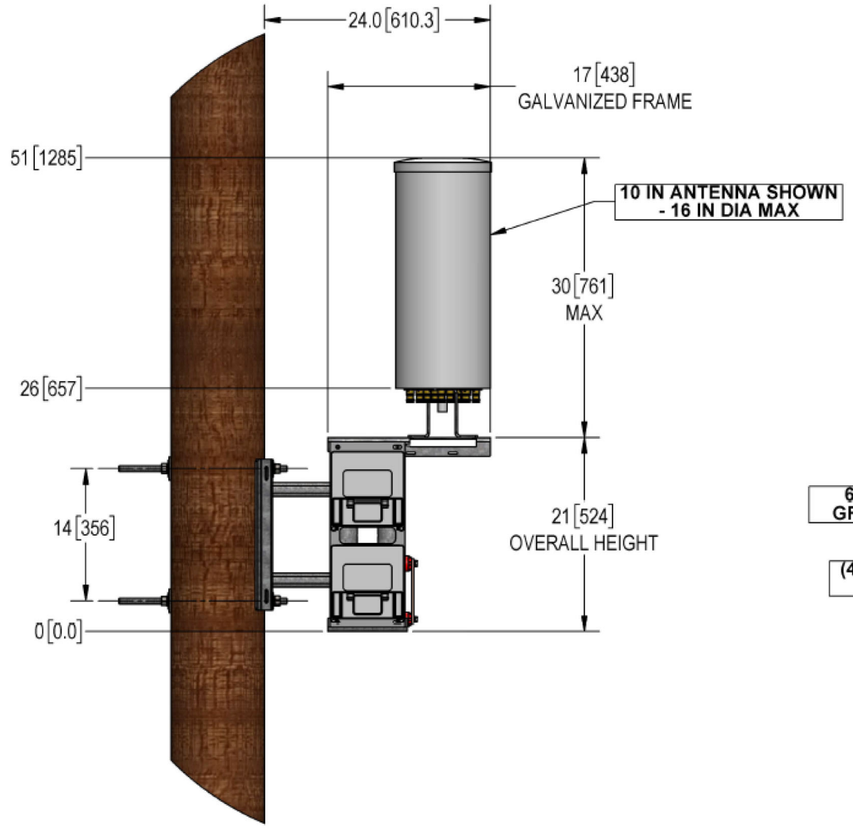
ANTENNA AND MOUNTING KIT DETAIL

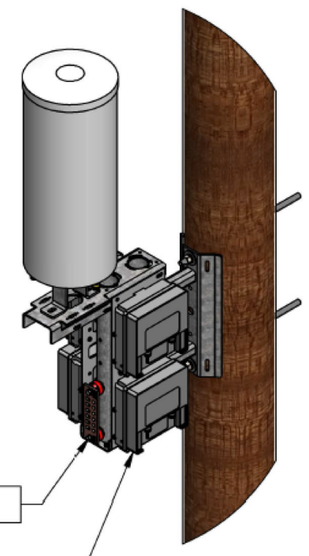
SHEET NUMBER:

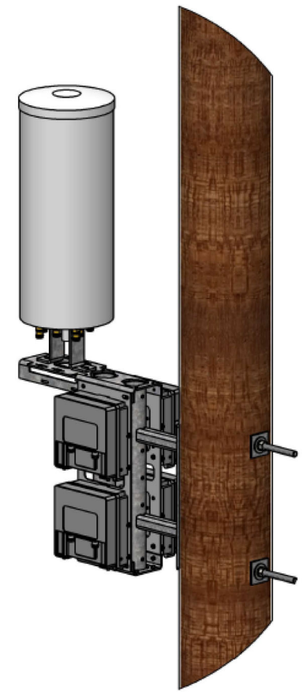
C3.0NO

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.









© 2015 CommScope, Inc. Confidential

COMMSCOPE, INC. OF NORTH CAROLINA

TOLERANCES: 0 PLACE X ± .25; 1 PLACE X ± .12; 2 PLACE XX ± .06; ANGLES ± 2°

SAP MATERIAL MASTER

FINISH: STD GALVANIZED

MATERIAL: A36, AL 5052

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN MILLIMETERS INTERPRET DRAWING PER ASME Y14.5M-1994 HANDBOOK TECHNICAL DRAWINGS VOLUMES 1 & 2, THIRD EDITION (2002)

	NAME	DATE
CE	MP	12/04/18
RW		
RV		
AD		
RE		
ECN		

TITLE: METROCELL, POLE BRACKET KIT,4X 2203-NO SHROUD

SCALE: 1:16

DOCUMENT NO.: SSC760242658NS PICO

DENSITY	0.02	lbs/in³
MASS	18422	lbs
VOLUME	8564.01	in³
SURFACE AREA		in²
HEIGHT		
LENGTH		
WIDTH		

SIZE	WORK AREA	MODEL			DRAWING			SHEET
		VERSION	STATUS	REVISION	VERSION	STATUS	REVISION	
C							A	1 OF 1

1 ANTENNA MOUNT (SSC760242658NS-PICO) DETAIL
SCALE: N.T.S.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY
NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo
CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:

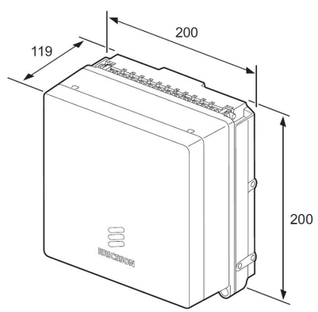
ANTENNA MOUNT DETAILS

SHEET NUMBER:

C3.1

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

Description	Value
Frequency[1]	1920–1980 MHz uplink 2110–2170 MHz downlink B1 for WCDMA and LTE.
	1710–1785 MHz uplink 1805–1880 MHz downlink B3 for WCDMA and LTE 1744.9–1784.9 MHz uplink 1839.9–1879.9 MHz downlink B3C for WCDMA and LTE
	824–849 MHz uplink 869–894 MHz downlink B5 for WCDMA and LTE
	1710–1780 MHz uplink 2110–2180 MHz downlink B66A for WCDMA and LTE.
	880–915 MHz uplink 925–960 MHz downlink B8 for WCDMA and LTE
Dimensions with Cover	
Height	200 mm
Width	200 mm
Depth	100 mm
Dimensions with Antenna	
Height	200 mm
Width	200 mm
Depth of Radio 2203 B1, B3C	119 mm
Depth of Radio 2203 B8	129 mm
Weight with Cover	
Radio 2203	4.5 kg
Weight with Antenna	
Radio 2203	4.9 kg
Color	
Body	NCS S 1002-B



RADIO 2205 LAA

- LAA
- Frequency Band: Unlicensed band in 5GHz (5150MHz—5875MHz)
  - 3GPP: B46A/B/C/D
- IBW: 60MHz
- Up to 3 LTE carriers 20MHz
- Output Power--2*500mW
- Support 2TX/2RX
- Size: 4L
- Weight: 4Kg
- 2x10G CPRI
- Power supply: AC or DC



1 ERICSSON RRU-2203 DETAIL
SCALE: N.T.S.

2 ERICSSON RRU-2205_LAA DETAIL
SCALE: N.T.S.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY
NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo
CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

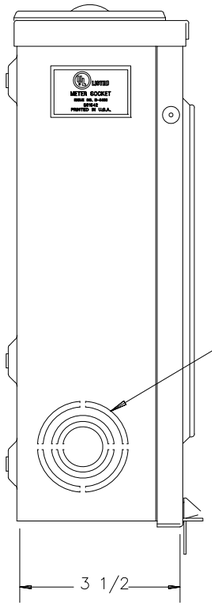
SHEET TITLE:

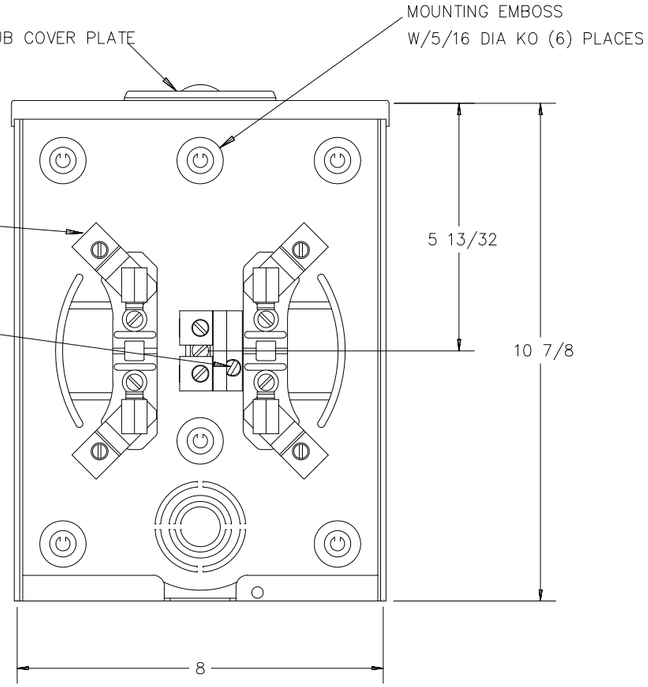
RADIO DETAILS

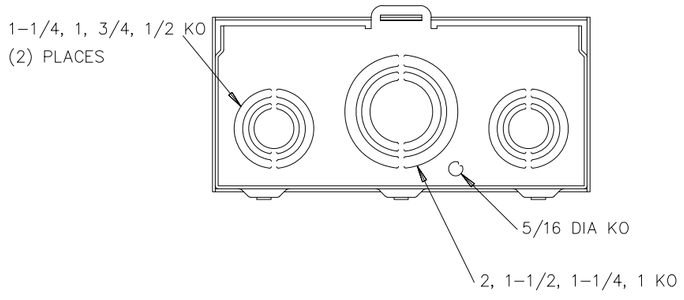
SHEET NUMBER:

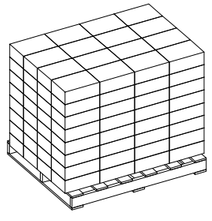
C3.2

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.









NOTES:

1) FINISH: NATURAL
2) CABINET: .063 ALUMINUM
3) 125 AMP CONTINUOUS, 600 VAC, 1 PHASE, 3–WIRE
4) TEMPORARY CARDBOARD METER OPENING COVER PROVIDED.
5) EATON LABEL ATTACHED TO THE END OF THE CARTON.
6) EATON LOGO STAMPED ON LOWER LEFT HAND CORNER OF FRONT.
7) PALLETIZE 128 UNITS PER PALLET. PALLET & CARTONS ARE NOT TO EXCEED 42" HIGH.

TITLE / DESCRIPTION	SKT 125A 1P HCP
DRAFTER/DESIGNER	RLK
DATE (YYYY/MM/DD)	2013/12/12
SIZE	B
DRAWING NUMBER	UAT–RS101C–CH
REVISION	001
UNLESS OTHERWISE SPECIFIED DIMENSIONS IN	INCHES
SCALE	N/A
SHEET	1 OF 1

THE INFORMATION ON THIS DRAWING IS DISCLOSED IN CONFIDENCE AND IS NOT TO BE REPRODUCED, USED OR DISCLOSED, EXCEPT FOR THE PURPOSE WHICH FURNISHED.

Powering Business Worldwide

© 2007 Eaton Corporation, All Rights Reserved

DSD_BFM_ACAD_WEB.DWG

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY

NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo

CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507–334–2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.

19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:

METER BASE DETAIL

SHEET NUMBER:

C3.3

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

Product Data Sheet

QO612L100RB

Load Center , 100A, Fixed - Factory installed main lugs, 120/240VAC



SQUARE D by Schneider Electric

List Price $143.00 USD

Availability **Stock Item: This item is normally stocked in our distribution facility.**

Technical Characteristics

Ampere Rating	100A
Maximum Single Pole Circuits	12
Application	Designed to meet residential, commercial and industrial requirements to protect electrical systems, equipment and people.
Approvals	UL Listed
Cover Type	Surface
Bus Material	Tin Plated Aluminum
Enclosure Type	Outdoor/Rainproof
Box Number	2R
Enclosure Rating	NEMA 3R
Grounding Bar	Order separately
Short Circuit Current Rating	10kA
Main Type	Fixed - Factory installed main lugs
Voltage Rating	120/240VAC
Wire Size	#8 to 1 AWG(Al/Cu)
Maximum Tandem Circuit Breakers	6
Phase	1-Phase
Wiring Configuration	3-Wire
Depth	4.27 Inches
Height	12.65 Inches
Width	8.88 Inches
Spaces	6

Notes:
70A (max) branch circuit breaker and 70A (max) back fed main circuit breaker.

Shipping and Ordering

Category	00101 - Load Centers, 1 Phase, NEMA1 & 3R, 2 - 8 Circuit, Type QO
Discount Schedule	DE3A
GTIN	00785901785590
Package Quantity	1
Weight	9.68 lbs.
Availability Code	Stock Item: This item is normally stocked in our distribution facility.
Returnability	Y

Generated: 07/14/2010 18:23:07

© 2010 Schneider Electric. All rights reserved.

Schneider Electric

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY

NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo

CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:

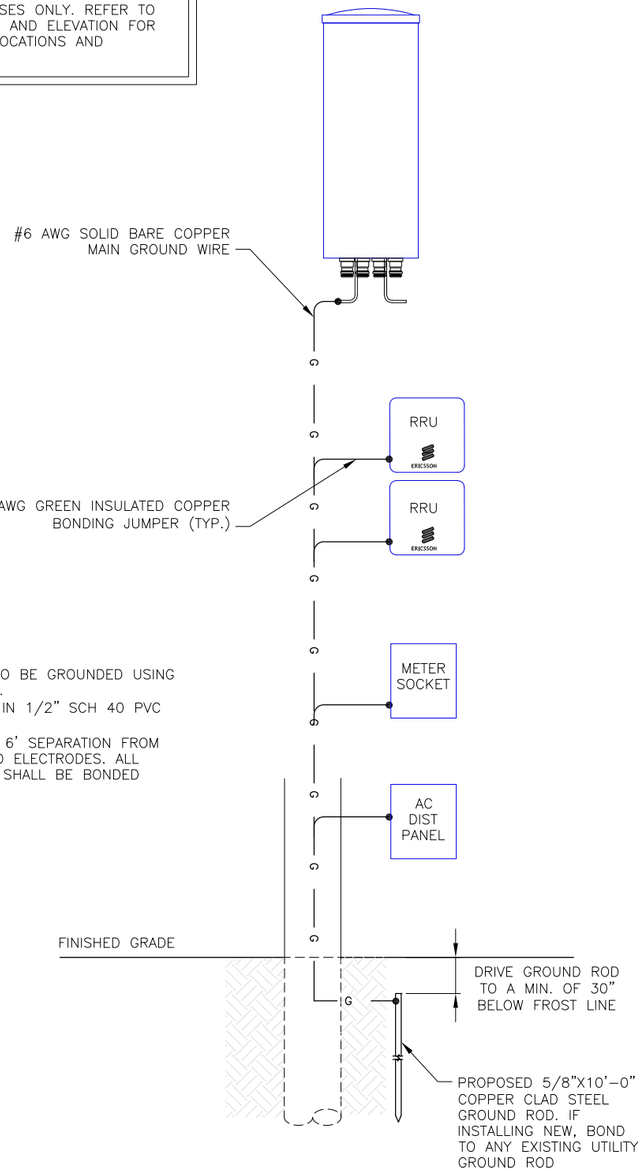
LOAD CENTER DETAIL

SHEET NUMBER:

C3.4

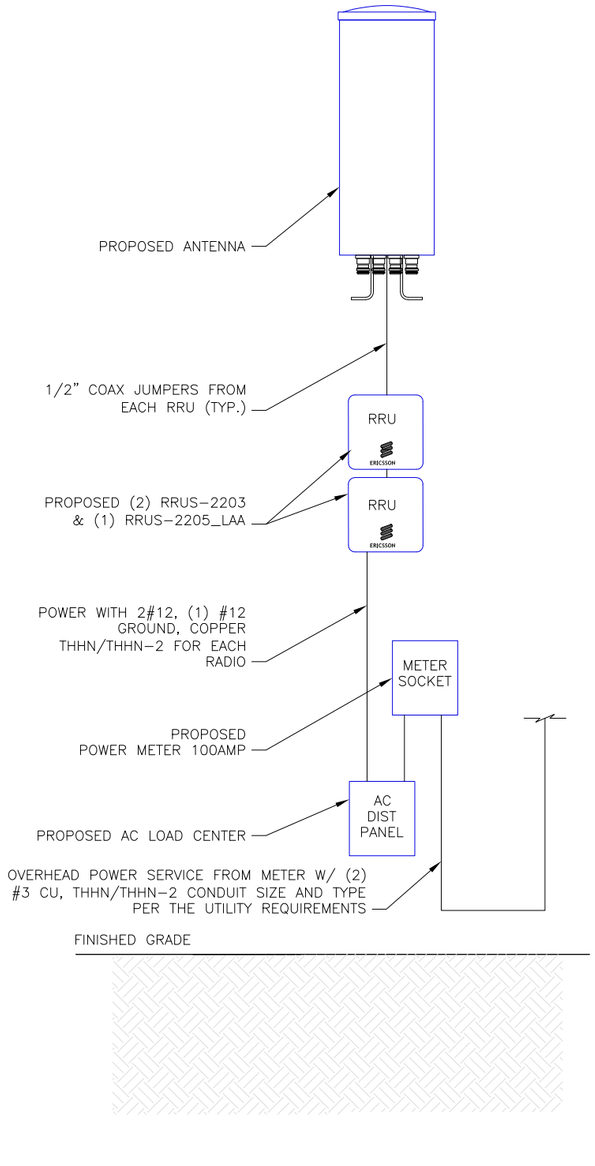
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

EQUIPMENT AND LAYOUT SHOWN IS FOR DIAGRAMMATIC PURPOSES ONLY. REFER TO PROPOSED SITE PLAN AND ELEVATION FOR ACTUAL EQUIPMENT LOCATIONS AND CONDITIONS



NOTES:
1. ALL METAL CONDUIT TO BE GROUNDED USING GROUNDING BUSHINGS.
2. ROUTE GROUND WIRE IN 1/2" SCH 40 PVC TO 12" BELOW GRADE
3. MAINTAIN MINIMUM OF 6' SEPARATION FROM EXISTING GROUND ROD ELECTRODES. ALL GROUND ELECTRODES SHALL BE BONDED TOGETHER.

1 GROUNDING RISER
SCALE: N.T.S.



2 ELECTRICAL RISER
SCALE: N.T.S.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY
NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo
CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

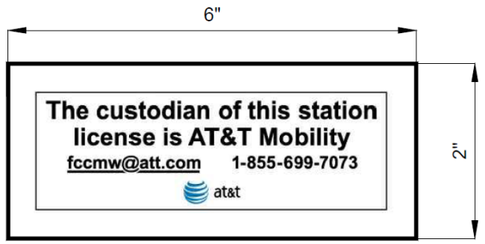
SHEET TITLE:

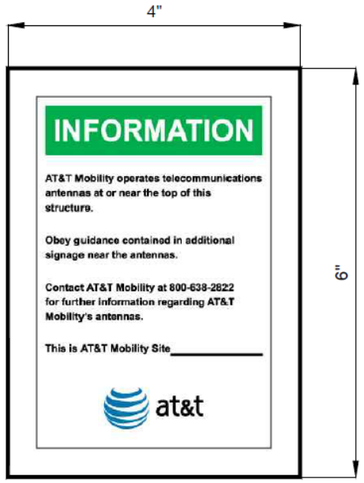
RISER DIAGRAMS

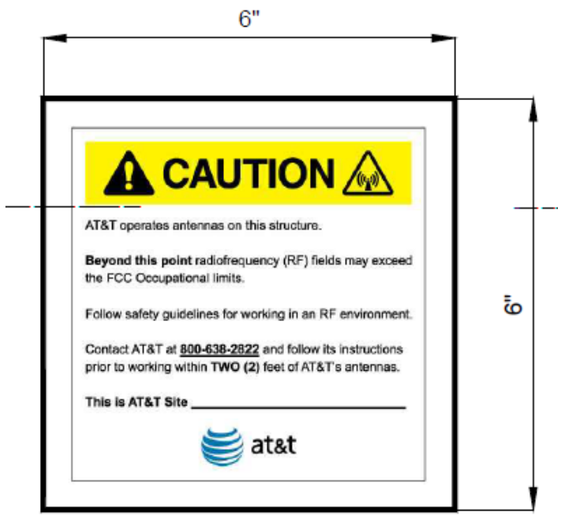
SHEET NUMBER:

C3.5

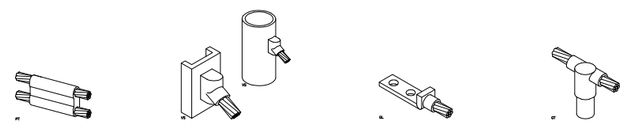
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

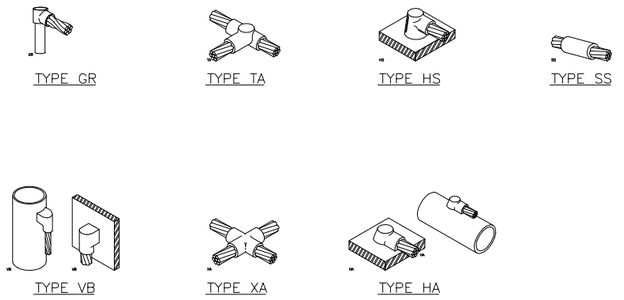






1 AT&T WARNING SIGNS
SCALE: N.T.S.





2 TYPICAL CADWELD CONNECTIONS
SCALE: N.T.S.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY
NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

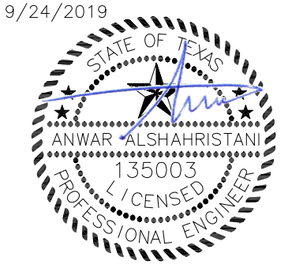
KGPCo
CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019



LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

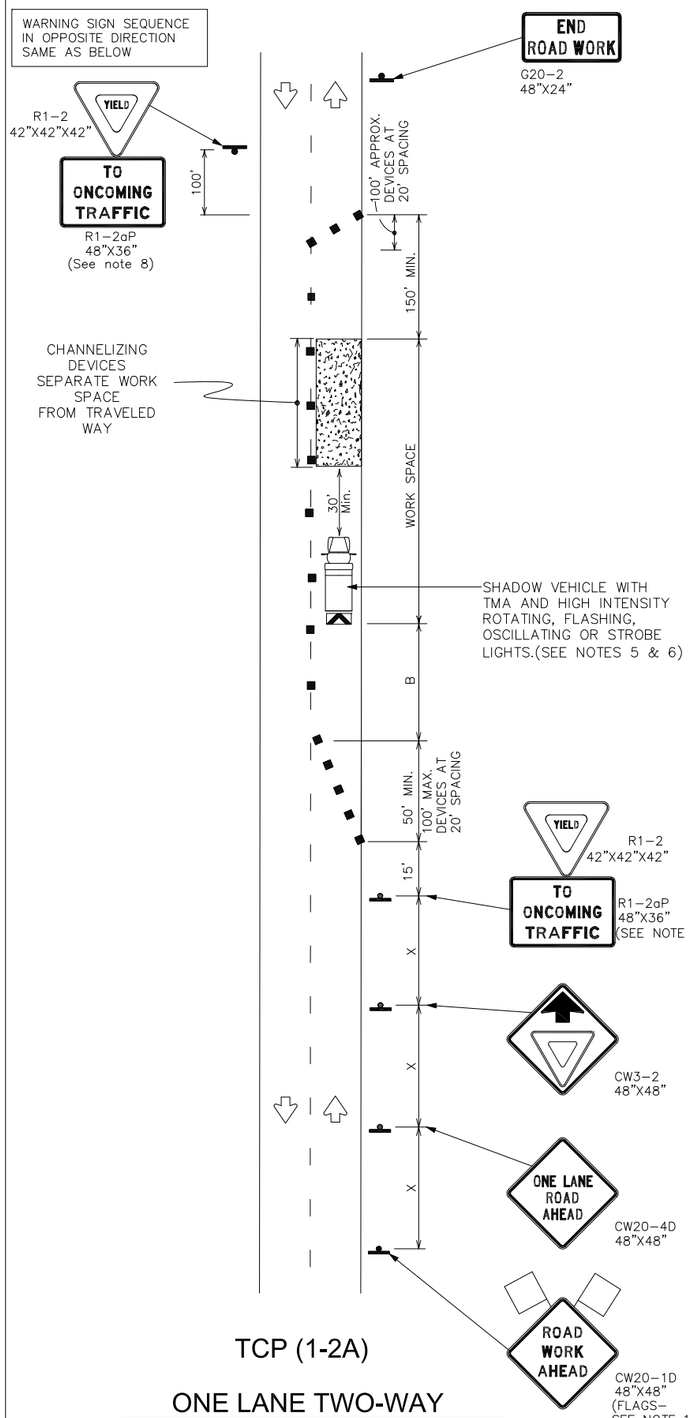
SHEET TITLE:

GROUNDING & AT&T WARNING SIGNS

SHEET NUMBER:

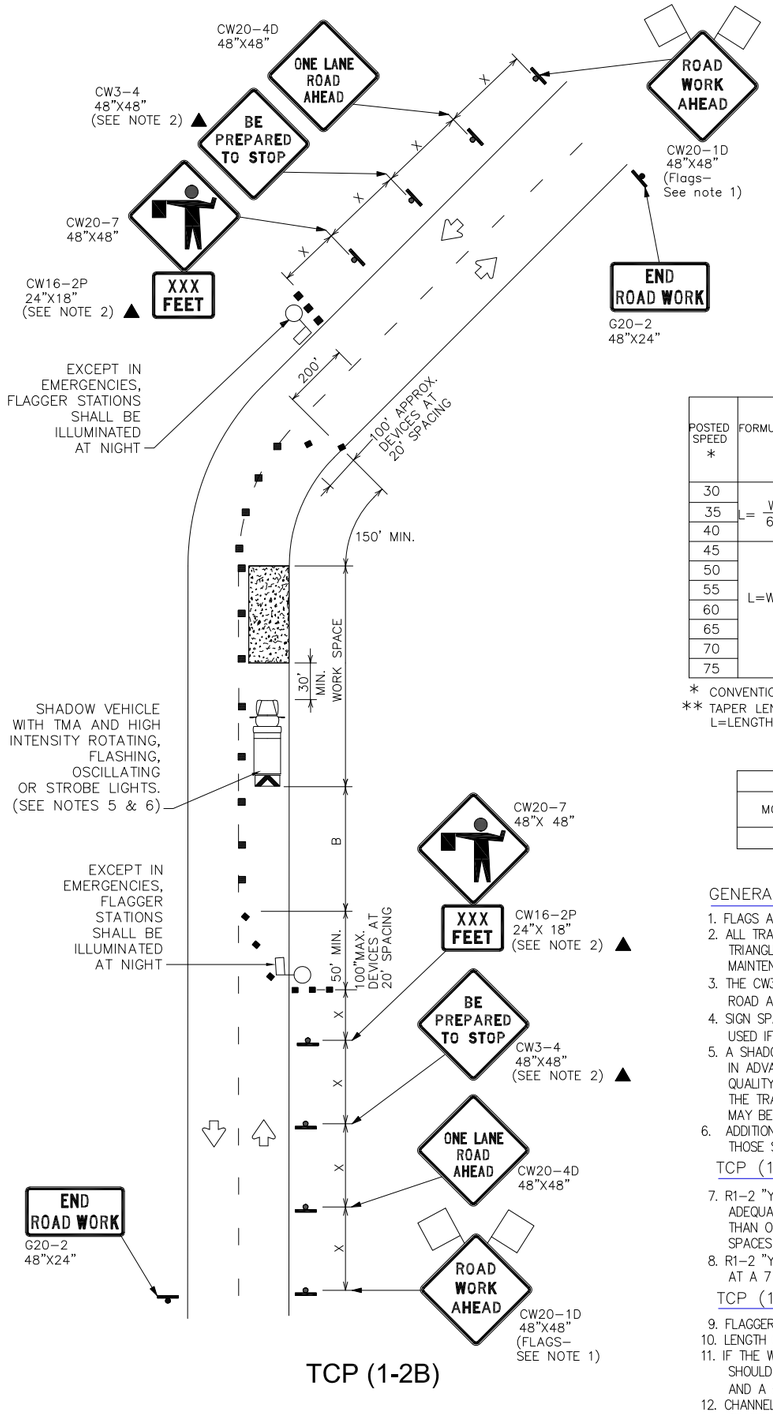
C3.6

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.



TCP (1-2A)

ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See note 7)



TCP (1-2B)

ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND			
	TYPE 3 BARRICADE		CHANNELIZING DEVICES
	HEAVY WORK VEHICLE		TRUCK MOUNTED ATTENUATOR (TMA)
	TRAILER MOUNTED FLASHING ARROW BOARD		PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)
	SIGN		TRAFFIC FLOW
	FLAG		FLAGGER

POSTED SPEED *	FORMULA	MINIMUM DESIRABLE TAPER LENGTHS **			SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES		MINIMUM SIGN SPACING "X" DISTANCE	SUGGESTED LONGITUDINAL BUFFER SPACE "B"	STOPPING SIGHT DISTANCE
		10' Offset	11' Offset	12' Offset	ON A TAPER	ON A TANGENT			
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* CONVENTIONAL ROADS ONLY
** TAPER LENGTHS HAVE BEEN ROUNDED OFF.
L=LENGTH OF TAPER(FT) W=WIDTH OF OFFSET(FT) S=POSTED SPEED(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. FLAGS ATTACHED TO SIGNS WHERE SHOWN ARE REQUIRED.
2. ALL TRAFFIC CONTROL DEVICES ILLUSTRATED ARE REQUIRED, EXCEPT THOSE DENOTED WITH THE TRIANGLE SYMBOL MAY BE OMITTED WHEN STATED ELSEWHERE IN THE PLANS, OR FOR ROUTINE MAINTENANCE WORK, WHEN APPROVED BY THE ENGINEER.
3. THE CW3–4 "BE PREPARED TO STOP"SIGN MAY BE INSTALLED AFTER THE CW20–4D "ONE LANE ROAD AHEAD"SIGN, BUT PROPER SIGN SPACING SHALL BE MAINTAINED.
4. SIGN SPACING MAY BE INCREASED OR AN ADDITIONAL CW20–1D "ROAD WORK AHEAD"SIGN MAY BE USED IF ADVANCE WARNING AHEAD OF THE FLAGGER OR R1–2 "YIELD"SIGN IS LESS THAN 1500 FEET.
5. A SHADOW VEHICLE WITH A TMA SHOULD BE USED ANYTIME IT CAN BE POSITIONED 30 TO 100 FEET IN ADVANCE OF THE AREA OF CREW EXPOSURE WITHOUT ADVERSELY AFFECTING THE PERFORMANCE OR QUALITY OF THE WORK. IF WORKERS ARE NO LONGER PRESENT BUT ROAD OR WORK CONDITIONS REQUIRE THE TRAFFIC CONTROL TO REMAIN IN PLACE, TYPE 3 BARRICADES OR OTHER CHANNELIZING DEVICES MAY BE SUBSTITUTED FOR THE SHADOW VEHICLE AND TMA.
6. ADDITIONAL SHADOW VEHICLES WITH TMAS MAY BE POSITIONED OFF THE PAVED SURFACE, NEXT TO THOSE SHOWN IN ORDER TO PROTECT WIDER WORK SPACES.

TCP (1–2A)

7. R1–2 "YIELD"SIGN TRAFFIC CONTROL MAY BE USED ON PROJECTS WITH APPROACHES THAT HAVE ADEQUATE SIGHT DISTANCE. FOR PROJECTS IN URBAN AREAS, WORK SPACES SHOULD BE NO LONGER THAN ONE HALF CITY BLOCK. IN RURAL AREAS ON ROADWAYS WITH LESS THAN 2000 ADT, WORK SPACES SHOULD BE NO LONGER THAN 400 FEET.
8. R1–2 "YIELD"SIGN WITH R1–2AP "TO ONCOMING TRAFFIC"PLAQUE SHALL BE PLACED ON A SUPPORT AT A 7 FOOT MINIMUM MOUNTING HEIGHT.

TCP (1–2B)

9. FLAGGERS SHOULD USE TWO–WAY RADIOS OR OTHER METHODS OF COMMUNICATION TO CONTROL TRAFFIC.
10. LENGTH OF WORK SPACE SHOULD BE BASED ON THE ABILITY OF FLAGGERS TO COMMUNICATE.
11. IF THE WORK SPACE IS LOCATED NEAR A HORIZONTAL OR VERTICAL CURVE, THE BUFFER DISTANCES SHOULD BE INCREASED IN ORDER TO MAINTAIN ADEQUATE STOPPING SIGHT DISTANCE TO THE FLAGGER AND A QUEUE OF STOPPED VEHICLES (SEE TABLE ABOVE).
12. CHANNELIZING DEVICES ON THE CENTER–LINE MAY BE OMITTED WHEN A PILOT CAR IS LEADING TRAFFIC AND APPROVED BY THE ENGINEER.
13. FLAGGERS SHOULD USE 24"STOP/SLOW PADDLES TO CONTROL TRAFFIC. FLAGS SHOULD BE LIMITED TO EMERGENCY SITUATIONS.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS®
EVERY SITE, EVERY DAY
NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo
CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507–334–2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:

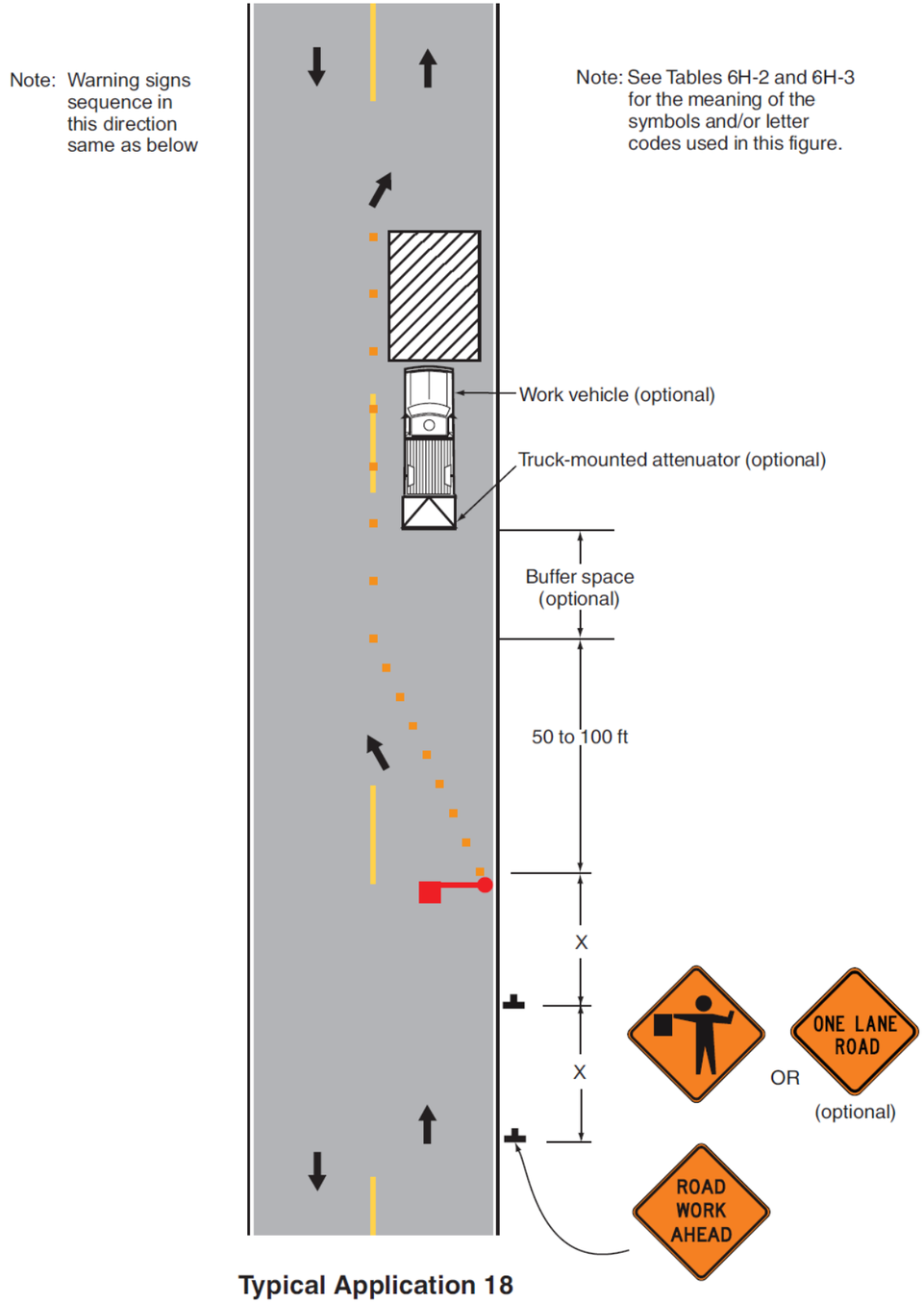
TRAFFIC CONTROL PLAN

SHEET NUMBER:

TR1.0

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

Figure 6H-18. Lane Closure on a Minor Street (TA-18)



Typical Application 18

1 TMUTCD TxDOT REFERENCE
SCALE: N.T.S.

PREPARED FOR:

at&t

AT&T MOBILITY
9051 PARK W DR,
HOUSTON, TX 77063

NTPWIRELESS
EVERY SITE, EVERY DAY
NTP WIRELESS
11011 RICHMOND AVENUE, SUITE 980
HOUSTON TX, 77042

KGPCo
CORPORATE OFFICE
3305 HIGHWAY 60 WEST
FARIBAULT, MN 55021
507-334-2268

SCIP ID:

28730-008B

SITE ADDRESS:
821 BLUERIDGE TRAIL
SAGINAW, TX 76179
TARRANT COUNTY

9/24/2019

STATE OF TEXAS
ANWAR ALSHAHRISTANI
135003
LICENSED
PROFESSIONAL ENGINEER

LEVEL 5
CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY:	LC
APPROVED BY:	TH
DATE DRAWN:	09/23/19

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	LC	09/18/19

SHEET TITLE:

TRAFFIC CONTROL PLAN

SHEET NUMBER:

TR2.0

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.

City of Saginaw

Meeting Date: 1/7/2020

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

Agenda Items: (4)(f)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action regarding Rejection of Bids for Police Parking Lot Expansion and Authorization to Rebid

---

BACKGROUND/DISCUSSION:
On October 15, 2019, City Council authorized an Individual Project Order with Kimley Horn Associates, Inc. (KHA) for the Police Parking Lot Expansion. Bids were received for the project on December 4, 2019 as follows:

	Base Bid	Additive Alternate	Total
GRod Construction, LLC	$140,185.00	$14,625.00	$154,810.00
Northstar Construction, LLC	$173,677.00	$22,620.00	$196,297.00

The bids were significantly over the $65,000 appropriated for the project. Staff has evaluated the bids and believe that a rebid of the project may result in savings by removing some of the items in the bid proposal and performing them with City forces or by other contracts.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
It is recommended that the City Council reject the bids and authorize staff to rebid the project.

ATTACHMENTS:

Description

Police Parking Lot Bid Tabulation

BID TABULATION
KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: Andrew Simonsen, P.E.

Andrew Simonsen, P.E., 12/4/2019

Owner:	**City of Saginaw**
Job No.:	**061003138**
Project:	**Police Department Parking Lot Expansion**
Date:	**December 4, 2019**

				BIDDER 1 GRod Construction, LLC 889 E. Rock Islnad Ave. Boyd, TX 76023		**BIDDER 2** Northstar Construction, LLC 2112 Solona St. Fort Worth, TX 76117	
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Item Cost**	**Unit Price**	**Item Cost**
Base Bid							
1	Mobilization, Bonding, and Insurance	1	LS	$15,000.00	$15,000.00	$24,000.00	$24,000.00
2	Temporary Erosion, Sediment, & Water Pollution Prevention Plan	1	LS	$2,500.00	$2,500.00	$2,400.00	$2,400.00
3	Remove Concrete Sidewalk	85	SY	$20.00	$1,700.00	$25.00	$2,125.00
4	Remove Trees	6	EA	$650.00	$3,900.00	$750.00	$4,500.00
5	Remove Concrete Curb	180	LF	$10.00	$1,800.00	$7.50	$1,350.00
6	Remove Light Bollard	5	EA	$250.00	$1,250.00	$140.00	$700.00
7	Concrete Parking Lot (5", 3600 psi Reinforced)	380	SY	$100.00	$38,000.00	$111.00	$42,180.00
8	Concrete Parking Lot (7", 3600 psi Reinforced)	350	SY	$120.00	$42,000.00	$133.50	$46,725.00
9	TxDOT Pedestrian Ramp	1	EA	$1,000.00	$1,000.00	$1,270.00	$1,270.00
10	6" Concrete Curb	405	LF	$5.00	$2,025.00	$7.40	$2,997.00
11	Parking Lot Striping	310	LF	$6.00	$1,860.00	$2.00	$620.00
12	Fire Lane Striping	225	LF	$6.00	$1,350.00	$2.00	$450.00
13	Install Light Pole and Connect to Power	3	EA	$6,500.00	$19,500.00	$10,300.00	$30,900.00
14	Install Light Bollard	1	EA	$3,000.00	$3,000.00	$2,000.00	$2,000.00
15	Top Soil and Hydromulch	350	SY	$8.00	$2,800.00	$25.60	$8,960.00
16	Project Allowance	1	LS	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Total Base Bid					**$140,185.00**		**$173,677.00**
Additive Alternate Bid							
17	Remove 3' Concrete Sidewalk (4")	195	SY	$20.00	$3,900.00	$30.00	$5,850.00
18	Install 3' Concrete Sidewalk (4")	195	SY	$55.00	$10,725.00	$86.00	$16,770.00
Total Additive Alternate Bid					**$14,625.00**		**$22,620.00**
Total Contract Value to be Awarded (Total Base Bid + Additive Alternate Bid)					**$154,810.00**		**$196,297.00**

City of Saginaw

Meeting Date: 1/7/2020

Staff Contact: Fire Chief
Doug Spears

Agenda Items: (4)(g)

E-mail: dougspears@saginawfire.us

Phone: 817-230-0412

SUBJECT:
Action regarding Resolution to adopt the 2020 Tarrant County Hazard Mitigation Action Plan or HazMAP.

BACKGROUND/DISCUSSION:
Approximately every 5 years the Tarrant County Emergency Management Plan, which Saginaw is a part of, is reviewed and appropriate revisions made. The HazMAP is part of the Emergency Management Plan and is ultimately submitted to FEMA for approval. FEMA has reviewed and approved the plan. The final step is for all participating entities to adopt the plan by resolution.

FINANCIAL IMPACT:
No Financial Impact

RECOMMENDATION:
To adopt the HazMAP as presented.

ATTACHMENTS:

Description

Resolution Adoption Document
FEMA Acceptance Letter
HazMAP Saginaw Annex
HazMAP Executive Summary

CITY OF SAGINAW, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE **CITY OF SAGINAW** ADOPTING THE TARRANT COUNTY HAZARD MITIGATION ACTION PLAN, JANUARY 2020

WHEREAS the **CITY COUNCIL OF SAGINAW** recognizes the threat that natural hazards pose to people and property within Tarrant County; and

WHEREAS the County of Tarrant has prepared a multi-hazard mitigation plan, hereby known as Tarrant County Hazard Mitigation Action Plan, January 2020 in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS Tarrant County Hazard Mitigation Action Plan, January 2020 identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the **CITY OF SAGINAW** from the impacts of future hazards and disasters; and

WHEREAS adoption by **CITY COUNCIL OF SAGINAW** demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the Tarrant County Hazard Mitigation Action Plan, January 2020.

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

Section 1. In accordance with **(local rule for adopting resolutions)**, the **CITY COUNCIL OF SAGINAW** adopts the Tarrant County Hazard Mitigation Action Plan, January 2020.

ADOPTED by a vote of_in favor and___against, and___abstaining, this____day of

_____,_____.

By: _____

(print name)

ATTEST:

By: _____

(print name)

APPROVED AS TO FORM:

By: _____

(print name)

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

December 3, 2019

The Honorable B. Glen Whitley
Tarrant County Judge
100 E. Weatherford St. #501
Fort Worth, TX 76196

RE: Approvable Pending Adoption of Tarrant County, Texas Multi-Jurisdiction Hazard Mitigation Plan (HMP)

Funding Source: PDM16-014

Dear Judge Whitley:

Congratulations! FEMA has concluded the review of the Tarrant County Multi-Jurisdiction HMP, and the plan is found to be approvable pending adoption. In order for this plan to receive final FEMA approval, the jurisdiction(s) must adopt this plan and submit the complete adoption package to the state within 90 days. The plan update timeline will begin on the date of the FEMA approval letter. Please e-mail the complete adoption package to TDEM-Mitigation@tdem.texas.gov and Natalie.Johnson@tdem.texas.gov as follows:

- The final plan formatted as a single document
  - Plan must be dated to match the date of the first adoption
  - Remove track changes, strikethroughs and highlights
- All signed resolutions as a separate single document

The previous review tool may contain recommendations to be applied to your next update. DO NOT make any further changes to your plan until it has been approved.

P.O. Box 15467 Austin, Texas 78761
24 Hours: 512-424-2208, Fax 512-424-2444

If you have any questions concerning this procedure, please do not hesitate to contact me at 512-424-7820 or via email at david.jackson@tdem.texas.gov. We commend you for your commitment to mitigation.

Respectfully,

David Jackson, CEM
Unit Chief, Mitigation
State Hazard Mitigation Officer
Recovery and Mitigation
Texas Division of Emergency Management

Cc: Alayna Payne, APayne@nctcog.org
Josh Roberts, Joshua.Roberts@tdem.texas.gov
Yolanda Yancy, Yolanda.Yancy@tdem.texas.gov

DJ/nj



City of Saginaw

JURISDICTIONAL ANNEX WITHIN THE TARRANT COUNTY HAZARD MITIGATION ACTION PLAN

This page intentionally left blank.

Contents

Chapter 1: Introduction ..... - AA-5 -
1.1 Planning Process Point of Contact ..... - AA-5 -
1.2 Annex Organization ..... - AA-5 -
1.3 Hazard Mitigation Action Plan (HazMAP) Adoption ..... - AA-5 -
1.4 Supporting Maps ..... - AA-5 -
Chapter 2: Planning Process ..... - AA-7 -
2.1 Development and Adoption Process ..... - AA-7 -
2.2 Organizing the Planning Effort ..... - AA-7 -
Chapter 3: Hazard Identification and Risk Assessment ..... - AA-9 -
3.1 Changes in Development since 2015 ..... - AA-9 -
3.2 Community Profile ..... - AA-9 -
3.3 Natural Hazard Profiles ..... - AA-11 -
3.4 Historical Events ..... - AA-26 -
3.5 Overall Vulnerability ..... - AA-26 -
Chapter 4: Capabilities Assessment ..... - AA-27 -
Chapter 5: Mitigation Strategy ..... - AA-31 -
5.1 Mitigation Goals ..... - AA-31 -
5.2 2015 Action Items ..... - AA-31 -
5.3 New Action Items ..... - AA-41 -
5.4 Plan Incorporation into Existing Planning Mechanisms ..... - AA-45 -

This page intentionally left blank.

Chapter 1: Introduction

1.1 Planning Process Point of Contact

The point of contact during the Tarrant County Hazard Mitigation Action Plan (HazMAP) planning process for the City of Saginaw was the Fire Chief/Emergency Management Coordinator.

1.2 Annex Organization

This annex has five chapters that satisfy mitigation requirements in 44 CFR Part 201:

Chapter 1: Introduction
Chapter 2: Planning Process
Chapter 3: Hazard Identification and Risk Assessment
Chapter 4: Capabilities Assessment
Chapter 5: Mitigation Strategy

The information provided in this annex is for the City of Saginaw alone. All pertinent information that is not identified in this annex is identified in the other sections of this HazMAP or within the respective appendices.

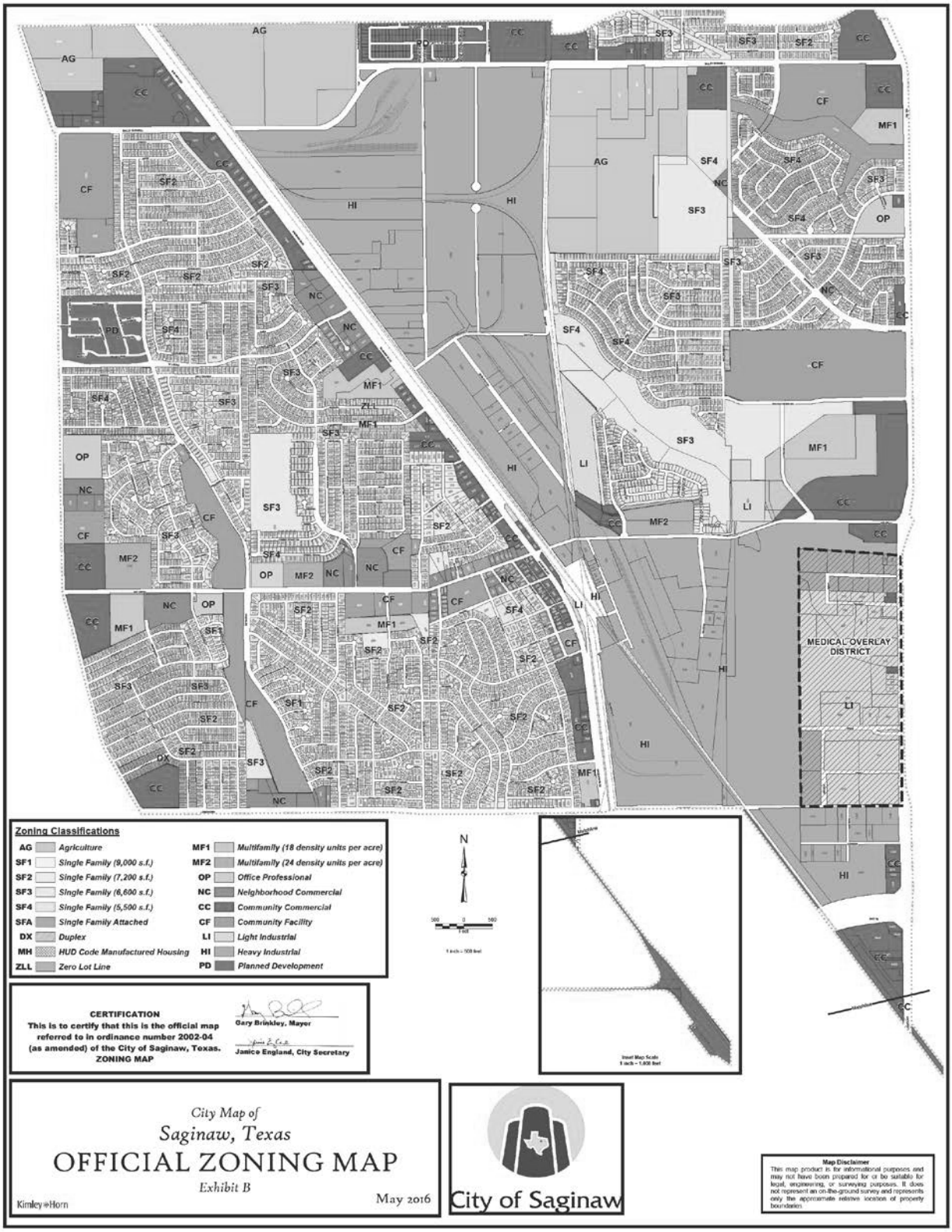
1.3 Hazard Mitigation Action Plan (HazMAP) Adoption

Once the Tarrant County HazMAP has received the designation "Approved Pending Local Adoption" from the Federal Emergency Management Agency (FEMA), the City of Saginaw will take the HazMAP to City Council for final public comment and local adoption. A copy of the resolution will be inserted into the HazMAP and held on file at the North Central Texas Council of governments (NCTCOG).

1.4 Supporting Maps

The following map provides an overview of the City of Saginaw:

- 2016 Official Zoning Map


Zoning Classifications
AG Agriculture
SF1 Single Family (9,000 s.f.)
SF2 Single Family (7,200 s.f.)
SF3 Single Family (6,600 s.f.)
SF4 Single Family (5,500 s.f.)
SFA Single Family Attached
DX Duplex
MH HUD Code Manufactured Housing
ZLL Zero Lot Line
MF1 Multifamily (18 density units per acre)
MF2 Multifamily (24 density units per acre)
OP Office Professional
NC Neighborhood Commercial
CC Community Commercial
CF Community Facility
LI Light Industrial
HI Heavy Industrial
PD Planned Development
CERTIFICATION
This is to certify that this is the official map referred to in ordinance number 2002-04 (as amended) of the City of Saginaw, Texas. ZONING MAP
Gary Brinkley, Mayor
Janice England, City Secretary
City Map of
Saginaw, Texas
OFFICIAL ZONING MAP
Exhibit B
May 2016
Kimley»Horn
City of Saginaw
MEDICAL OVERLAY DISTRICT
Map Disclaimer
This map product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Chapter 2: Planning Process

(In compliance with 201.6(c)(1))

2.1 Development and Adoption Process

To apply for federal aid for technical assistance and post-disaster funding, local jurisdictions must comply with Part 201.3 of the Disaster Mitigation Act of 2000 (DMA 2000) implemented in the Federal Code of Regulations 44 CRF Part 201.6. While the City of Saginaw has historically implemented measures to reduce vulnerability to some hazards, passage of DMA 2000 helped city officials recognize the benefits of a long-term approach to hazard mitigation. This approach is achieved by a gradual decrease of hazard-associated impacts through the implementation of a hazard mitigation action plan (HazMAP). The city's involvement in the Tarrant County HazMAP represents the collective efforts of the Hazard Mitigation Planning Team (HMPT) members, all participating Local Planning Team (LPT) members, the public, and stakeholders.

The city developed this annex in accordance with Part 201.6(c)(5) of DMA 2000. This HazMAP and annex identifies hazards and mechanisms to minimize damages associated with these hazards.

2.2 Organizing the Planning Effort

A comprehensive approach was taken in developing the HazMAP. An open involvement process was established for the public and all stakeholders, which provided an opportunity for everyone to be involved in the planning process and make their views known. The public meeting was advertised with notices in the local newsletter and on social media.

Two teams worked simultaneously on this Tarrant County HazMAP:

1. **Hazard Mitigation Planning Team (HMPT):** This team consisted of points of contact from each participating jurisdiction. The HMPT met to discuss county-wide topics, including hazards and mitigation strategies. The points of contact were the leads of their Local Planning Team (LPT).
2. **Local Planning Team (LPT):** Each jurisdiction had a LPT that consisted of the Emergency Management Coordinator for that jurisdiction as well as designated representatives from within the jurisdiction. This team met to assess capabilities, hazards, and mitigation strategies within the jurisdiction.

2.2.1 Local Planning Team (LPT)

This annex within the Tarrant County HazMAP was developed by the City of Saginaw's Local Planning Team (LPT), with support from the North Central Texas Council of Governments (NCTCOG). The efforts of the LPT were led by the city's Fire Chief/Emergency Management Coordinator.

The LPT was assembled in 2017 with representatives from the City of Saginaw. The city acted as the plan development consultant, providing hazard mitigation planning services.

City of Saginaw Local Planning Team (LPT) Members for the 2020 HazMAP

Jurisdiction	Agency/Organization	Position	Role in LPT
City of Saginaw	Department of the City Manager	Assistant City Manager	General oversite, hazard identification, and plan development
City of Saginaw	Fire Department	Fire Chief/Emergency Management Coordinator	General oversite, hazard identification, and plan development
City of Saginaw	Police Department	Police Administration	Hazard Identification and plan development
City of Saginaw	Public Services Department	Public Services Superintendent	Hazard Identification and plan development
City of Saginaw	Public Services Department	Director of Public Services	Hazard Identification and plan development
City of Saginaw	Public Services Department	Head City Mechanic/Fleet Services	Hazard Identification and plan development
City of Saginaw	City Development Department	City Engineer	Hazard Identification and plan development
City of Saginaw	Fire Department	Division Chief/Fire Services	Hazard Identification and plan development
City of Saginaw	Fire Department	Division Chief/Fire Operations	Hazard Identification and plan development

In addition, NCTCOG's Emergency Preparedness Department participated in the following activities associated with development, approval, and adoption of the plan:

1. Prepared, based on community input and LPT direction, the first draft of the plan and provided technical writing assistance for review, editing, and formatting.
2. Submitted proposed plan to the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA) for review and approval and completed any edits requested by these organizations.
3. Coordinated plan adoption processes with the city, TDEM, and FEMA.

Chapter 3: Hazard Identification and Risk Assessment

(In compliance with 201.6(c)(2)(i), 201.6(c)(2)(ii), 201.6(c)(2)(ii)(A), 201.6(c)(2)(ii)(B), 201.6(c)(2)(ii)(C), 201.6(c)(2)(iii), and 201.6(c)(3)(ii))

The following information serves to assist the city in determining and prioritizing appropriate mitigation action items to reduce losses from identified hazards.

3.1 Changes in Development since 2015

(In compliance with 201.6(d)(3))

Increasing Vulnerability
New development in hazard-prone areas: There has been no recorded change since 2015.
Decreasing Vulnerability
Mitigation actions implemented to reduce risk or adopted codes to protect future development: A full list of completed mitigation action items are described in Chapter 5 of this annex.

Declared Disaster Code	Incident Period	Date Declared	Description	Impact
DR-4266	March 7-March 29, 2016	March 19, 2016	Severe storms, tornadoes, and flooding.	There was property damage to both commercial and residential structures in the city.

3.2 Community Profile

The following tables reflect the community profile, vulnerable facilities in the jurisdiction, and the critical facilities and infrastructure that are exposed to the identified hazards and have the potential to be impacted. This information was gathered from the United States Census and from the City of Saginaw.

Community Profile from US Census Bureau Quick Facts (Source-www.census.gov)	
Population Estimates (V2016)	23,014
Persons under 5 years (%)	6.8
Persons 65 years and over (%)	9.2
Language other than English spoken at home (%)	19
With a disability, under age 65 (%)	7.6
Persons without health insurance, under age 65 (%)	12.5
Persons in poverty (%)	8.1
Median household income	$81,070
Households, 2012-2016	6,836
Median value of owner-occupied housing units, 2012-2016	$130,000

The critical and vulnerable facilities listed below are in the hazard area for all or some of the hazards identified in the City of Saginaw.

City of Saginaw Critical and Vulnerable Facility/Asset Inventory					
Facility/Asset Name or Description and Address	**Type of Asset**	**Capacity**	**Square Feet**	**Structure Value**	**Content Value**
Fire Administration, City Emergency Operations Center, Fire Station 1 400 South Saginaw Boulevard	Government Facility	50 people	16,000	$454,095	$5,000,000
Tarrant County Fire Alarm Center 400 South Saginaw Boulevard	Emergency Communications Facility, Dispatch	5 people	3,000	Unknown	$1,000,000
Gavilon Grain 425 South Fairmount	Food Products	100 people	400,000	$2,214,160	Unknown
Con Agra Foods 221 South Fairmount	Food Processing	50 people	56,400	$4,033,983	Unknown
CTI Chefco Foods 504 Sansom Boulevard	Food Processing	150 people	157,987	$13,593,396	Unknown
CTI Bean Maker 500 Sansom Boulevard	Food Processing	50 people	72,512	$3,045,504	Unknown
Standard Meat 455 Sansom Boulevard	Food Processing	100 people	77,702	$3,270,180	Unknown
Ventura Foods 1100 Defiel Road	Food Processing	150 people	200,790	$7,574,900	Unknown
Attebury Grain 624 Burlington Road	Food Products	50 people	50,000	$860,318	Unknown
Cargill/Horizon Milling 401 East Industrial Avenue	Food Processing	100 people	64,607	$3,544,266	Unknown

3.3 Natural Hazard Profiles

The City of Saginaw's Local Planning Team (LPT) ranked potential hazards in order of risk, with 1 being the highest. Risk, for the purposes of hazard mitigation planning, is the potential for damage or loss created by the interaction of natural hazards with community assets. If a natural hazard does not and could not impact the City of Saginaw in any way, not applicable (N/A) is used as its rank and its reasoning is noted in the hazard profile section of this chapter.

Rank of Risk	Natural Hazard
N/A	Wildfire
1	Tornado
2	Thunderstorm (includes hail, wind, lightning)
3	Expansive Soils
4	Winter Storms
5	Earthquake
6	Flooding
7	Extreme Heat
8	Drought

The following terms are used to describe the geographic area affected, probability of future occurrence, and the maximum probable extent.

Geographic Area Affected

- Negligible: Less than 10 percent of planning area.
- Limited: 10 to 25 percent of planning area.
- Significant: 25 to 75 percent of planning area.
- Extensive: 75 to 100 percent of planning area.
    - Planning area refers to the entire City of Saginaw.

Probability of Future Occurrence

- Unlikely: Event possible in next 10 years.
- Occasional: Event possible in next 5 years.
- Likely: Event probable in next 3 years.
- Highly Likely: Event probable in next year.

Maximum Probable Extent (Magnitude/Strength of Hazard using the following extent scale)

- Minor: Limited classification on scientific scale, slow speed of onset or short duration of event.
- Medium: Moderate classification on scientific scale, moderate speed of onset or moderate duration of event.
- Major: Severe classification on scientific scale, fast speed of/immediate onset or long duration of event.

Extent Scale			
	Minor	**Medium**	**Major**
Drought	PDSI -1.99 to 1.99+	PDSI -2.00 to -2.99	PDSI -3.00 to -5.00
Earthquake	Mercalli Scale: I-V Richter Scale: 0-4.8	Mercalli Scale: VI-VII Richter Scale: 4.9-6.1	Mercalli Scale: VIII-XII Richter Scale: 6.2-8.1+
Expansive Soils	EI Expansion Potential: 21-50 (Low) EI Expansion Potential: 0-21 (Very Low)	EI Expansion Potential: 51-90 (Medium)	EI Expansion Potential: 91-130 (High) EI Expansion Potential: >130 (Very High)
Extreme Heat	Heat Index 80F-105F	Heat Index 105F-129F	Heat Index >130F
Flooding	Outside of 100yr and 500yr Flood Zones, Zone A, AE, X	500yr Flood Zone, Zone X	100yr Flood Zone, Zone AE, A
Thunderstorm	Hail: H0-H4, 5-40mm Wind Force: 0-3 Knots: <1-10 LAL: 1-2	Hail: H5-H6, 30-60mm Wind Force: 4-6 Knots: 11-27 LAL: 3-4	Hail: H7-H10, 50->100mm Wind Force: 8-12 Knots: 28-64+ LAL: 5-6
Tornado	EF0	EF1-EF2	EF3-EF5
Wildfire	KBDI 0-200	KBDI 200-400	KBDI 600-800
Winter Storms	Temperatures 40F to 35F Wind chill 36F to 17F	Temperatures 30F to 20F Wind chill 25F to -4F	Temperatures 15F to -45F Wind chill 7F to -98F

The full description of each hazard identified is provided in Section 3 of this HazMAP.

Location: Drought, earthquakes, expansive soils, extreme heat, thunderstorms, tornadoes, and winter storms do not have geographic boundaries and can impact the entire county equally, which includes all participating jurisdictions. Wildfires can be expected to threaten rural and urban jurisdictions with undeveloped land. Flooding is a severe threat to jurisdictions containing 100-year floodplains or bodies of water.

The following hazards are listed in alphabetical order and describe the location and extent of each hazard, details of previous occurrences, probability data on future events, and vulnerability to each hazard.

3.3.1 Drought

Hazard Profile: Drought	
Category	**Response**
Risk Ranking	8
Geographic Area Affected	Significant
Probability of Future Occurrence	Likely
Maximum Probable Extent	Minor
Potential Impact	Property damage Loss of water supply Increases grassfire potential and intensity Negative impact on citizens, to include water restrictions and lack of drinkable water supply Impact on car washes, parks, and pools
Vulnerabilities	All populations, economy, structures, improved property, critical facilities and infrastructure, and natural environments are exposed to this hazard, though impacts are considered minimal due to the minor extent expected.

Jurisdiction's ground-water supply: There is overhead water storage in three locations throughout the city**.**

Any zoning districts which allow for agricultural uses such as commercial stables and barns, farms, and animal lots, which could be impacted by drought: No.

Describe any water restrictions used in your jurisdiction: In a period of drought, the City of Saginaw initiates water restrictions by setting days the public may water their lawns and other outside watering including washing cars, driveways, and all other non-essential water usage.

3.3.2 Earthquake

Hazard Profile: Earthquake	
Category	**Response**
Risk Ranking	5
Geographic Area Affected	Extensive
Probability of Future Occurrence	Unlikely
Maximum Probable Extent	Minor
Potential Impact	Injury or death Property and infrastructure damage Water contamination or loss via broken pipes Transportation and communication disruption or damage Increase in traffic accidents Building collapse Natural gas leak Misplaced residents Power outages Natural environments damage, to include protected species and critical habitats
Vulnerabilities	All populations, economy, structures, improved property, critical facilities and infrastructure, and natural environments are exposed to this hazard, though impacts are undetermined due the lack of historical data. With high-rise buildings being more susceptible to earthquakes, three major grain storage and production facilities could all sustain major damage and failure of the structures. The three major facilities are Horizon Milling, Attabury Grain, and Miller Milling. There is an extensive water and sewer system that, if damaged, could render the entire system non-working. The water system includes three overhead water storage facilities located throughout the city.

Past damage done to jurisdictional roads and critical infrastructure due to earthquakes, including where the damage occurred and how much it cost to fix: No prior earthquakes reported.

3.3.3 Expansive Soils

Hazard Profile: Expansive Soils	
Category	**Response**
Risk Ranking	3
Geographic Area Affected	Significant
Probability of Future Occurrence	Highly Likely
Maximum Probable Extent	Medium
Potential Impact	Property damage due to foundation damage Water contamination or loss via broken pipes Building and infrastructure damage Road damage Transportation delays due to road condition Damage to utility lines
Vulnerabilities	Expansive soils are a major consideration to all existing and future structures and infrastructure. All populations, economy, structures, improved property, critical facilities and infrastructure, and natural environments are exposed to this hazard.

Past damage done to jurisdictional roads and critical infrastructure due to expansive soils, including in what part of your jurisdiction the damage occurred: The City of Saginaw budgets and spends $370,000 rebuilding and repairing roads and sidewalks due to heaving, separation, cracking, and sinking due to expansive soils. The damage is consistently spread across all portions of the city including, but not limited to, commercial and residential areas. The City of Saginaw does require a permitting and review process for all slab repairs and corrections. This is tracked through the building department. In pulling the recent statistics, the Building Department has had 45 permits pulled in the last 18 months with a total cost of repair of $270,000. City buildings have not had a documented repair request over the last 10 years.

3.3.4. Extreme Heat

Hazard Profile: Extreme Heat	
Category	**Response**
Risk Ranking	7
Geographic Area Affected	Extensive
Probability of Future Occurrence	Occasional
Maximum Probable Extent	Minor
Potential Impact	Heatstroke or death. People should stay indoors to prevent heatstroke; elderly people who cannot afford air conditioning are at greatest risk Property damage Loss of water supply Increases grassfire potential and intensity Impact on logistics Power outages Road buckling Disruption in critical infrastructure operations Vehicle engine failure
Vulnerabilities	While extreme heat pose a serious threat to any population, issues with housing and mobility could make it difficult for the elderly to seek shelter in response to such a threat. The elderly, homeless, and outdoor laborers need to take proper precautions. All populations, economy, structures, improved property, critical facilities and infrastructure, and natural environments are exposed to this hazard.

Most vulnerable populations to extreme heat in your jurisdiction and their location within your jurisdiction: The elderly, very young people, and people with poor health are most at risk from extreme heat.

Are there cases of extreme heat exposure resulting from special events held in your jurisdiction? The City of Saginaw has no history of extreme heat problems. The city utilizes building codes, energy codes, and a strict outdoor event permitting process to help mitigate the effects of extreme heat situations.

Have any critical facilities in your jurisdiction experienced any impacts from extreme heat (e.g., power failure due to heat)? No.

3.3.5 Flooding

Hazard Profile: Flooding	
Category	**Response**
Risk Ranking	6
Geographic Area Affected	Limited
Probability of Future Occurrence	Occasional
Maximum Probable Extent	Minor
Potential Impact	Loss of electricity Loss of, or contamination of, water supply Loss of property Structure and infrastructure damage – flooded structures and eroded roads Misplaced residents Snakes migrate and mosquitoes increase Fire – as a result of loss of water supply Debris in transportation paths Emergency response delays Disruption of traffic can lead to impacts to the economy Natural environments damage, to include protected species and critical habitats
Vulnerabilities	Based on historical data, flooding has caused zero injuries and fatalities per year and is expected to have the same results in the future. All populations, economy, structures, improved property, critical facilities and infrastructure, and natural environments are exposed to this hazard. Fire Station 1 experiences minor water entry during high water events but the problem is mitigated by city staff.

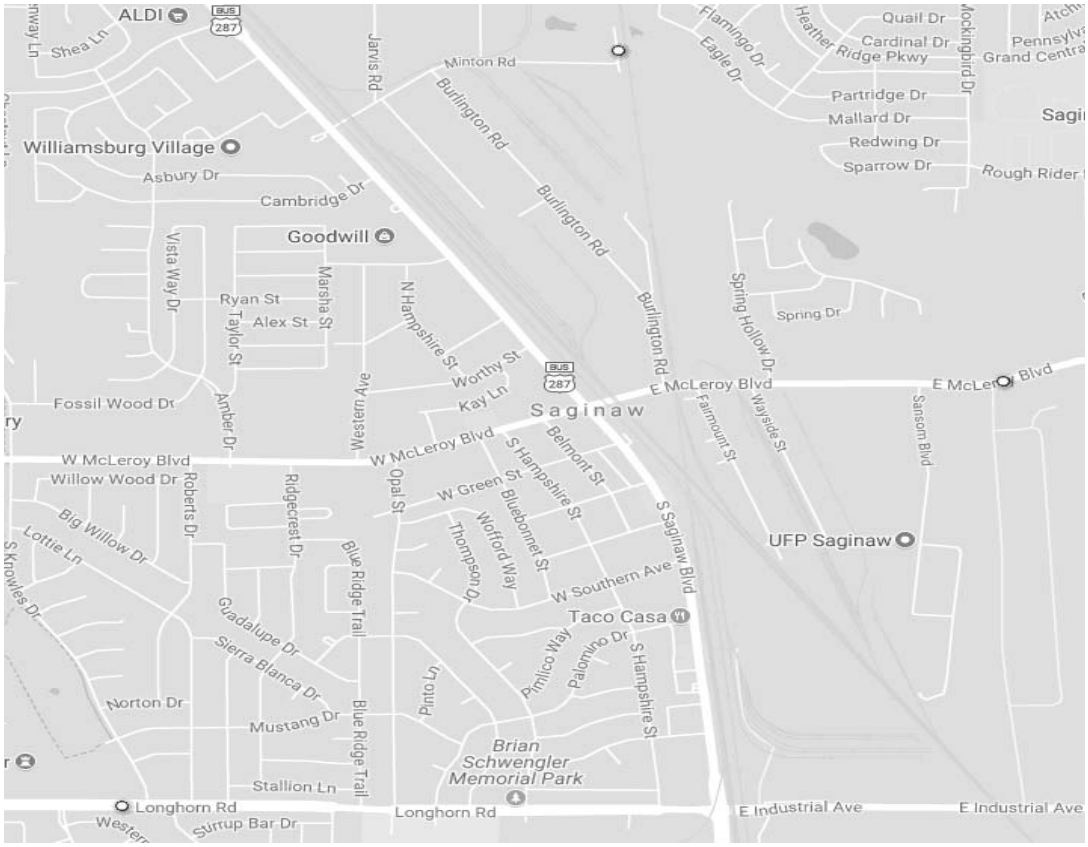
Past damage done to jurisdictional roads and critical infrastructure due to flooding, including where in your jurisdiction the damage occurred: No damage has been reported since 2015. The only city building that experiences problems with flooding is Fire Station 1, located at 400 South Saginaw Boulevard.

Does your jurisdiction require a permit for foundation repairs? If so, approximately how much money has been spent by citizens to repair properties damaged by flooding? No.

Intersections or traffic routes impacted by flooding: The problem areas in Saginaw due to flooding are the following intersections and roadways, West McLeroy and Knowles, State Highway 156 and Bailey Boswell, Lawson Road, and Industrial Boulevard, Business Highway 287 and Worthy Street, Jarvis Road and Brenda Road, Business Highway 287 and Palamino Drive, and East McLeroy Boulevard and Sansom Boulevard. See low water crossing below. These roads have the potential to flood.

Names of any creeks or rivers that flood: Big Fossil Creek and Little Fossil Creek.

Low Water Crossing: A low water crossing provides a type of bridge when water flow is low. Under high-flow conditions, water runs over the roadway and precludes vehicular traffic. This crossing can be dangerous when flooded. Crossing is identified with a yellow dot.



Road	Flooding Source	Low Water Crossing Type
Longhorn Road	Cement Creek West Fork	Vented Ford
McLeroy Boulevard	Little Fossil Creek	Vented Ford
Zephyr Road	Little Fossil Creek	Vented Ford

Low Water Crossing Types Defined:

Bridges are open-bottom structures with elevated decks. They may be designed with one or several piers. Low water bridges generally have greater capacity and are able to pass higher flows underneath the driving surface than most vented and unvented fords.

Vented fords have a driving surface elevated some distance above the streambed with culverts (vents) that enable low flows to pass beneath the roadbed. The vents can be one or more pipes, box culverts, or open-bottom arches. In streams carrying large amounts of debris, the driving surface over the vent may be removable, permitting debris to be cleared after a large flow event.

National Flood Insurance Program Compliance

Participation in the National Flood Insurance Program (NFIP) is based on a voluntary agreement between a community and the Federal Emergency Management Agency (FEMA). For communities that adopt a floodplain management ordinance to reduce flood risks to new construction, federally backed flood insurance is made available to property owners in the community. Compliance with the NFIP, however, extends beyond mere participation in the program. The three basic components of the NFIP include: 1) floodplain identification and mapping risk, 2) responsible floodplain management, and 3) flood insurance. The City of Saginaw is a participant in the NFIP and provides details about the community and their participation below. The following information was requested:

CID	480610#
Community Name	City of Saginaw
County	Tarrant County
Initial FHBM Identified	03/08/74
Initial FIRM Identified	09/17/80
Current Effective Map Date	09/25/09
Reg-Emer Date	09/17/80
Tribal	No

Source: http://www.fema.gov/cis/TX.html.

Who acts as your floodplain administrator/manager? Director of Public Services.

What specific flooding ordinances and plans does your jurisdiction have? The City of Saginaw has an adopted subdivision plan that is followed to account for the construction of all structures in or adjacent to any floodplain.

Repetitive and Severe Repetitive Loss Properties: There is currently 1 residential repetitive loss property and 0 severe repetitive loss properties within the City of Saginaw. **Repetitive loss properties** are those for which two or more losses of at least $1,000 each have been paid under the National Flood Insurance Program (NFIP) within any 10-year period since 1978. **Severe repetitive loss properties** are residential properties that have at least four NFIP payments over $5,000 each and the cumulative amount of such claims exceeds $20,000, or at least two separate claims payments with the cumulative amount exceeding the market value of the building.

Residential Parcels Located in 100-year Floodplain	Percentage of Total Residential Parcels Located in 100-year Floodplain	Commercial and Industrial Parcels in 100-year Floodplain	Percentage of Commercial and Industrial Parcels in 100-year Floodplain
54	.74%	77	17%

Source: City of Saginaw and Kimly-Horn GIS (Geographic Information System).

Land Cover Type	Total Area in Jurisdiction (Acres)	Total Area in the 100-year Floodplain (Acres)	Percentage (%) of Area in the 100-year Floodplain
Commercial/Industrial	1636.6	433.6	26.5%
Residential	1302.7	10.7	<1%
Agriculture	1099.7	225.1	20.5%
Total	**4039**	**669.4**	**16.57%**

Source: City of Saginaw and Kimly-Horn GIS (Geographic Information System).

The following National Flood Insurance Program (NFIP) questions were answered to the best of the City of Saginaw's ability.

Insurance Summary		
NFIP Topic	**Source of Information**	**Comments**
How many NFIP policies are in the community? What is the total premium and coverage?	State NFIP Coordinator or FEMA NFIP Specialist	Policies in-force: 29 Insurance in-force: $7,266,00 Written premium in-force: $50,330
How many claims have been paid in the community? What is the total amount of paid claims? How many of the claims were for substantial damage?	FEMA NFIP or Insurance Specialist	Since 1978: 7 claims have been filed. $111,199.79 has been paid.
NFIP Topic	**Source of Information**	**Comments**
How many structures are exposed to flood risk within the community?	Community Floodplain Administrator (FPA)	At least 29 structures are at risk of flooding.
Describe any areas of flood risk with limited NFIP policy coverage	Community FPA and FEMA Insurance Specialist	No data available.
Staff Resources		
NFIP Topic	**Source of Information**	**Comments**
Is the Community FPA or NFIP Coordinator certified?	Community FPA	No.
Is floodplain management an auxiliary function?	Community FPA	Yes.
Provide an explanation of NFIP administration services (e.g. permit review, GIS, education or outreach, inspections, engineering capability)	Community FPA	Permit review, geographic information system, and inspections.

What are the barriers to running an effective NFIP program in the community, if any?	Community FPA	No data available.
Compliance History		
NFIP Topic	**Source of Information**	**Comments**
Is the community in good standing with the NFIP?	State NFIP Coordinator, FEMA NFIP Specialist, community records	Yes.
Are there any outstanding compliance issues (i.e. current violations)?		No.
When was the most recent Community Assistance Visit (CAV) or Community Assistance Contact (CAC)?		No data available.
Is a CAV or CAC scheduled or needed?		No.
Regulation		
NFIP Topic	**Source of Information**	**Comments**
When did the community enter the NFIP?	Community Status Book https://www.fema.gov/national-flood-insurance-program-community-status-book	09/17/80
Are the FIRMs digital or paper?	Community FPA	Digital and paper.
Do floodplain development regulations meet or exceed FEMA or state minimum requirements? If so, in what ways?	Community FPA	Yes. By building ordinance.
Provide an explanation of the permitting process.	Community FPA, State, FEMA NFIP	No data available.
Community Rating System (CRS)		
NFIP Topic	**Source of Information**	**Comments**
Does the community participate in CRS?	Community FPA, State, FEMA NFIP	No.

The City of Saginaw will continue to address the gaps in data over the next five years and expand the capabilities of the NFIP program by implementing NFIP-related mitigation actions identified in Chapter 5 of this annex.

3.3.6 Thunderstorm

Hazard Profile: Thunderstorm	
Category	**Response**
Risk Ranking	2
Geographic Area Affected	Significant
Probability of Future Occurrence	Highly Likely
Maximum Probable Extent	Medium
Potential Impact	Property damage to fences, vehicles, equipment, and roofs Transportation delays Injuries and deaths Debris from trees and damaged property Electrical grid problems Communication problems – phone and internet lines down Natural environments damage, to include protected species and critical habitats
Vulnerabilities	All populations, economy, structures, improved property, critical facilities and infrastructure, and natural environments are exposed to this hazard. The City of Saginaw economy could be greatly affected with the event of a major thunderstorm event. The city depends on revenue from the commercial and retail industry and the loss of those revenue streams would damage the economy of the city in a major way.

Past damage due to thunderstorms, and specifically, which hazard within the thunderstorm (hail, high wind, and lightning): Since 2015, there has been $33,000 in damage due to high winds.

Number of homes lost due to lightning-induced fires: None.

3.3.7 Tornado

Hazard Profile: Tornado	
Category	**Response**
Risk Ranking	1
Geographic Area Affected	Extensive
Probability of Future Occurrence	Occasional
Maximum Probable Extent	Major
Potential Impact	Injury or death Power outage Blocked roadways from trees and damaged property Natural gas pipeline breaks – fire injuries, possible deaths Transportation disruption Rerouting traffic Loss of property Structure and infrastructure damage Misplaced residents Natural environments damage, to include protected species and critical habitats
Vulnerabilities	All populations, economy, structures, improved property, critical facilities and infrastructure, and natural environments are exposed to this hazard.

Past damage done to your jurisdiction's roads and critical infrastructure due to tornadoes, including where the damage occurred and how much it cost to repair: There have been no reports of a tornado since 2015, according to the National Centers for Environmental Information, though the City of Saginaw has record of an EF0 tornado on March of 2016 that caused over $500,000 in property damage.

Is there an area of the city that is the most vulnerable to tornadoes? The city as a whole is flat and the entire city is vulnerable to a tornado event. The city has had many individual tornado shelters permitted over the past five years and the city is covered by an outdoor warning siren system.

3.3.8 Wildfire

Hazard Profile: Wildfire	
Category	**Response**
Risk Ranking	N/A
Geographic Area Affected	N/A
Probability of Future Occurrence	N/A
Maximum Probable Extent	N/A
Potential Impact	N/A
Vulnerabilities	Wildfires are not a threat to the City of Saginaw, for there is little open space in the city and the fire department does not anticipate a fire out of their control.

3.3.9 Winter Storm

Hazard Profile: Winter Storm	
Category	**Response**
Risk Ranking	4
Geographic Area Affected	Extensive
Probability of Future Occurrence	Likely
Maximum Probable Extent	Minor
Potential Impact	Structural damage Injuries or death Power outages Loss of ability to use roads for driving Increased traffic accidents Loss of heat Stranded travelers / motels at full capacity Tree debris create fuel load for fire hazard Delayed emergency response time Frozen/ busted pipes leading to loss of water Disruption of traffic Impacts to the economy Communication capabilities decrease
Vulnerabilities	Given the dynamic nature of winter storms, all populations, economy, structures, improved property, critical facilities and infrastructure, and natural environments in the city are exposed to this hazard.

Bridges and overpasses that can be impacted by a winter storm, including street names and their location within your jurisdiction: The City of Saginaw only has three bridges that are part of a major traffic and safety issue when they are exposed to a winter storm. Two of the bridges are part of the Highway/Loop 820 corridor and one bridge is on Meacham Boulevard, over the railroad switching yard.

What impacts are caused when these bridges and/or overpasses are impacted by winter storms? Minor traffic issues due to having to slow down to navigate iced over bridges, potential traffic accidents. When the bridges become impassable it causes major traffic congestion and the closure of a major highway.

3.4 Historical Events

The following, taken from the National Centers for Environmental Information, are natural hazard events that occurred within the City of Saginaw between 2015 and 2017. The material is organized by location and date.

Historical Events (Since 2015) from the National Centers for Environmental Information (www.ncdc.noaa.gov)								
Location	**Date**	**Event Type**	**Magnitude**	**Deaths**	**Injuries**	**Property Damage**	**Crop Damage**	**Magnitude Type**
Saginaw	11/17/2015	Thunderstorm Wind	35	0	0	$1,000	$0	EG
Saginaw	3/8/2016	Thunderstorm Wind	61	0	0	$20,000	$0	EG
Saginaw	3/8/2016	Hail	1	0	0	$0	$0	
Saginaw	3/8/2016	Thunderstorm Wind	60	0	0	$5,000	$0	EG
Saginaw	7/9/2016	Thunderstorm Wind	52	0	0	$5,000	$0	EG
Saginaw	7/28/2016	Thunderstorm Wind	56	0	0	$0	$0	EG
Saginaw	7/28/2016	Thunderstorm Wind	56	0	0	$1,000	$0	EG
Saginaw	7/28/2016	Thunderstorm Wind	52	0	0	$1,000	$0	EG
Total				**0**	**0**	**$33,000**	**$0**	

*EG-Wind Estimated Gusts

3.5 Overall Vulnerability

The City of Saginaw identified their greatest vulnerabilities and concerns:

- Buildings in Saginaw are most susceptible to the damages from tornadoes and thunderstorms.
- The grain storage and productions facilities are of utmost importance to protect from all hazards. The City of Saginaw has a very large portion of the city that is industrial. These areas are filled with major food producers and grain production. A hazard, such as an earthquake, could potentially force the closing of all of these structures due to the precise production techniques of these businesses.
- Foundation and road damage is a continual problem due to expansive soils.

Chapter 4: Capabilities Assessment

(In compliance with 201.6(c)(3))

The following capability assessment examines the ability of the city to implement and manage a comprehensive mitigation strategy. Strengths, weaknesses, and resources of the jurisdiction are identified as a means to develop an effective Hazard Mitigation Action Plan (HazMAP). The capabilities identified in this assessment were evaluated collectively to develop feasible recommendations, which support the implementation of effective mitigation activities.

A questionnaire was distributed to the City of Saginaw's Local Planning Team (LPT) to initiate this assessment. The survey included questions regarding existing plans, policies, and regulations that contribute to or hinder the ability to implement hazard mitigation activities, including: legal and regulatory capabilities; administrative and technical capabilities; and fiscal capabilities.

Planning and Regulatory Assessment		
Type of Plans	**Have capability?**	**Does the plan address hazards? Does the plan identify projects to include in the mitigation strategy? Can the plan be used to implement mitigation actions?**
Comprehensive/Master Plan	Yes	Yes; Yes; Yes
Capital Improvement Plan	Yes	Yes; Yes; Yes
Economic Development Plan	Yes	Yes; Yes; Yes
Local Emergency Operations Plan	Yes	Yes; Yes; Yes
Continuity of Operations Plan	Yes	Yes; Yes; Yes
Transportation Plan	No	
Stormwater Management Plan	Yes	Yes; Yes; Yes
Community Wildfire Protection Plan	No	
Other Plans (e.g., disaster recovery, climate change adaptation)	No	
Land Use Planning and Ordinances	**Have capability?**	**Is the ordinance an effective measure for reducing hazard impacts? Is the ordinance adequately administered and enforced?**
Zoning Ordinance	Yes	Yes; Yes
Subdivision Ordinance	Yes	Yes; Yes
Floodplain Ordinance	Yes	Yes; Yes
Flood Insurance Rate Maps	Yes	Yes; Yes
Natural Hazard Specific Ordinance (e.g., stormwater, wildfire)	Yes	Stormwater: Yes; Yes
Acquisition of land for open space and public recreation uses	Yes	Public parks: Yes; Yes

Building Code, Permitting, and Inspections	Have capability?	
Building Code	Yes	**Version/Year:** IBC 2012
Building Code Effectiveness Grading Schedule (BGEGS) Score	No	
Fire Department ISO Rating	Yes	**Rating: 2**
Site Plan Review Requirements	Yes	**Type(s) of requirement:** staff, third party, board

Administrative and Technical Assessment		
Administration	**Have capability?**	**Describe capability. Is coordination effective?**
Planning Commission	Yes	Planning & Zoning Board; Yes
Mitigation Planning Committee	Yes	Planning and hazard assessment; Yes
Maintenance programs to reduce risk (e.g., tree trimming, clearing drainage systems)	Yes	Full time Public Works Department; Yes
Mutual Aid Agreements	Yes	Surrounding city and county departments; Yes
Staff	**Have capability? FT/PT***	**Is staffing adequate to enforce regulations? Is staff trained on hazards and mitigation? Is coordination between agencies and staff effective?**
Chief Building Official	FT	Yes; Yes; Yes
Floodplain Administrator	PT	Public Works Director: Yes; Yes; Yes
Emergency Manager	PT	Fire Chief: Yes; Yes; Yes
Community Planner	PT	Public Works Director: Yes; Yes; Yes
Civil Engineer	PT	City contract: Yes; Yes; Yes
GIS Coordinator	PT	City contract: Yes; Yes; Yes
Other:	FT	Public Works Operations Manager: Yes; Yes; Yes
***Full-time (FT) or part-time (PT) position**		
Technical	**Have capability?**	**Describe capability. Has capability been used to assess or mitigate risk in the past?**
Warning Systems/Services (e.g., Reverse 911, outdoor warning signals)	Yes	Outdoor warning sirens, CodeRed; Yes
Hazard data and information	Yes	Maintain pre-incident plans, Tier 2, yearly inspection logs; Yes
Grant writing	Yes	Fire Department staff; Yes
HaZUS analysis	No	
Other	No	

Education and Outreach Assessment		
Program or Organization	**Have capability?**	**Describe program or organization and how it relates to disaster resilience and mitigation. Could the program or organization help implement future mitigation activities?**
Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	Yes	Saginaw Community Emergency Response Team (C.E.R.T.), Saginaw Citizen Police Academy (CPA), and Community Link can all be utilized to assist in disaster situations and hazard prevention. Yes
Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)	Yes	Fire Department public events, preparedness fair, school visits, Fire Department Clown Program
Natural disaster or safety related school programs	Yes	In-school programs, multiple handouts, KnowWhat2Do; Yes
StormReady certification	No	
Firewise Communities Certification	No	
Public/private partnership initiatives addressing disaster-related issues	Yes	Community Link outreach programs; Yes
Other	No	
Financial Assessment		
Funding Resources	**Have capability?**	**Has the funding resource been used in past? If yes, for what type of activities? Could the resource be used to fund future mitigation actions?**
Capital Improvements project funding	Yes	Large capital improvements and emergencies; Yes
Authority to levy taxes for specific purposes	Yes	City Council has authority to increase property tax rate to state maximum; No
Fees for water, sewer, gas, and/or electric services	Yes	Water and sewer; Yes
Impact fees for new development	Yes	Water and wastewater projects; Yes
Stormwater utility fee	Yes	Monthly fees charged to residents and businesses; Yes
Incurrence of debt through general obligation bonds and/or special tax bonds	Yes	City Council has authority to issue all debt needs; Yes
Incur debt through private activities	Yes	City Council can incur debt from private banks; No
Community Development Block Grant (CDBG)	Yes	Some areas meet CDBG requirements; Yes

Other federal funding programs	No	
State funding programs	No	
Other	No	

How can any of these capabilities be expanded and improved to reduce risk?

Actions that can expand and improve existing authorities, plans, policies, and resources for mitigation include budgeting and passing policies and procedures for mitigation actions, adopting and implementing stricter mitigation regulations, approving the hiring and training of staff for mitigation activities, approving mitigation updates, and additions to existing plans as new needs are recognized. This includes creating multiple Safe Place locations at the city park to provide shelter during inclement weather.

Chapter 5: Mitigation Strategy

(In compliance with 201.6(c)(3)(i), 201.6(c)(3)(i), 201.6(c)(3)(ii), 201.6(c)(3)(iv), 201.6(c)(3)(iii), and 201.6(c)(4)(ii))

The mitigation strategy serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The Stafford Act directs local mitigation plans to describe hazard mitigation action and establish a strategy to implement those actions.[1] Therefore, all other requirements for a local mitigation plan (or hazard mitigation action plan) lead to and support the mitigation strategy.

5.1 Mitigation Goals

The Tarrant County Hazard Mitigation Planning Team (HMPT) collectively reviewed the extensive list of mitigation goals of the 2015 Hazard Mitigation Action Plan (HazMAP) and unanimously chose to streamline the mitigation goals for this update. Therefore, the new goals are to protect life and reduce bodily harm from natural hazards, and to lessen the impacts of natural hazards on property and the community through hazard mitigation.

5.2 2015 Action Items

The City of Saginaw's action items in the 2015 Tarrant County HazMAP were determined by the 2015 Local Planning Team (LPT). Below are the action items from the 2015 plan and the status of each action.

[1] Section 322(b), Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. 5165.

Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
Severe Thunderstorms, High Winds, Tornadoes	Assist as many Saginaw citizens as possible in receiving a storm shelter.	Aggressively participate in the State of Texas Tornado Shelter Rebate Program.	Annually	Fire Department, Office of Emergency Management	$0	$100,000	Hazard Mitigation Grant Program (HMGP)
		STATUS: In progress					
Severe Thunderstorms, High Winds, Tornadoes	Ensure critical facilities in Saginaw have adequate safe rooms to protect against high-wind events and tornadoes.	Evaluate the current conditions of critical facilities to determine which ones, if any, need safe rooms installed.	Annually	Fire Department, Office of Emergency Management	$0	$100,000	City budget, grant opportunities
		STATUS: In progress					
		Establish the size and space needed to shelter the population of the critical facility.	Annually	Fire Department, Office of Emergency Management	$0	$100,000	City budget, grant opportunities
		STATUS: In progress					
		Install safe rooms as needed in critical facilities.	Annually	Fire Department, Office of Emergency Management	$100,000	$100,000	City budget, grant opportunities
		STATUS: In progress					

Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
Severe Thunderstorms, High Winds, Lightning, Tornadoes, Extreme Temperatures	Distribute extreme weather mitigation information to Saginaw citizens.	Provide extreme weather mitigation information to citizens through all available social media outlets and city notification methods, including info regarding extreme heat, severe thunderstorms and tornadoes. Ensure the city website is kept up to date regarding extreme weather education and extreme weather mitigation activities.	Annually	Fire Department, Office of Emergency Management	$1,000	$1,000,000	City budget
		STATUS: In progress					
Flooding	Decrease flood insurance premiums in Saginaw by participating in the Federal Emergency Management Agency's (FEMA) Community Rating System (CRS) program.	Work with city leadership and become a member of the CRS program.	1 year	Fire Department, Public Works Department, Building Department	$5,000	$25,000	Federal Emergency Management Agency (FEMA)

Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
		STATUS: Completed					
Flooding	Review and remove repetitive loss properties in Saginaw.	Review repetitive loss properties and work with property owners to remove them using FEMA funding.	Annually	Fire Department, Public Works Department, Building Department	Unknown	Unknown	FEMA
		STATUS: In progress					
Hail	Develop a hail outreach program for the Saginaw citizens.	Develop hail outreach program that provides tips and pertinent information for ensuring the protection of property against hail.	Annually	Fire Department, Office of Emergency Management	$500	$1,000,000	City budget
		STATUS: In progress					
		Provide hail mitigation information to citizens through a social media campaign.	Annually	Fire Department, Office of Emergency Management	$500	$1,000,000	City budget
		STATUS: In progress					

Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
		Provide hail mitigation information through the city website.	Annually	Fire Department, Office of Emergency Management	$0	$1,000,000	City budget
		STATUS: In progress					
Hail	Provide hail-resistant parking areas for Saginaw's city vehicles.	Evaluate the need for covered parking for city vehicles to protect them against hail.	Annually	Public Works Department	$500	$500	City budget, grant opportunities
		STATUS: Completed					
		Install awnings over parking areas as needed to protect city vehicles against hail.	Annually	Public Works Department	$50,000	$200,000	City budget, grant opportunities
		STATUS: Completed					
Lightning	Protect communication infrastructure in Saginaw from lightning damage.	Install lightning rods on existing and future communication infrastructure.	Annually	Fire Department, Police Department	$10,000	$250,000	City budget, grant opportunities
		STATUS: Completed					

Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
Lightning	Ensure Saginaw critical facilities are protected against lightning damage.	Evaluate the hazards and risks posed by lightning in Saginaw.	Annually	Fire Department	$500	$500	City budget, grant opportunities
		STATUS: In progress					
		Install lightning rods and other protective equipment on critical facilities.	Annually	Office of Emergency Management	$50,000	$500,000	Unknown
		STATUS: In progress					
Winter Storms	Improve Saginaw first responder capabilities to mitigate effects of severe winter storms.	Provide/purchase more ice control capability for public works equipment.	Annually	Public Works Department	Unknown	Unknown	City budget, grant opportunities
		STATUS: Completed					
Winter Storms	Improve the City of Saginaw's capability to mitigate against severe winter storms.	Establish programs/shelters to protect the poor, ill, and elderly during extreme winter temperatures.	Annually	Fire Department, Office of Emergency Management	Unknown	Unknown	City budget, grant opportunities
		STATUS: In progress					
		Distribute severe winter weather mitigation literature at identified community events	Annually	Fire Department, Office of Emergency Management	Unknown	Unknown	City budget, grant opportunities

Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
		and through the city website.					
		STATUS: In progress					
Drought	Review and aggressively enforce Saginaw's water use codes and ordinances and update as necessary to mitigate the effects of drought.	Review current code and ordinances for water conservation in Saginaw.	Annually	Public Works Department, Code Enforcement, Office of Emergency Management	Unknown	Unknown	City budget, grant opportunities
		STATUS: In progress					
		Develop and/or update water conservation enforcement ordinances to ensure effective practices during periods of drought.	Annually	Public Works Department, Code Enforcement, Office of Emergency Management	Unknown	Unknown	City budget, grant opportunities
		STATUS: Completed					
Drought	Upgrade water and irrigation systems to conserve water in Saginaw City facilities.	Install efficient irrigation systems in new and existing city facilities.	Annually	Public Works Department	$50,000	$250,000	City budget, grant opportunities
		STATUS: In progress					

Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
		Update water appliances to newer water conservation design models.	Annually	Public Works Department	$50,000	$250,000	City budget, grant opportunities
		STATUS: In progress					
Wildfire	Mitigate wildfires by encouraging wildfire resistant construction and practices in the Saginaw.	Enact building permit process that encourages wildfire resistant construction.	Annually	Building Department	Unknown	Unknown	City budget, grant opportunities
		STATUS: Completed					
		Increase public education on how to reduce the risks from wildfires (construction, landscaping, etc.) with notifications, city website, and social media.	Annually	Building Department, Fire Department	Unknown	Unknown	City budget, grant opportunities
		STATUS: Completed					
Wildfire	Ensure adequate Saginaw wildfire response plans and procedures are in place.	Review current wildfire response plans and procedures. Coordinate with surrounding partner agencies for	Annually	Fire Department	Unknown	Unknown	City budget, grant opportunities

Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
		automatic aid ensuring appropriate type and number of resources respond quickly.					
		STATUS: Completed					
Extreme Temperatures	Establish a plan for mitigating the negative effects of extreme temperatures within Saginaw.	Open cooling shelters and provide public information.	Annually	Fire Department, Office of Emergency Management	$1,000	$10,000	City budget, grant opportunities
		STATUS: In progress					
Extreme Temperatures	Establish extreme temperature mitigation plans for critical infrastructure in Saginaw.	Develop mitigation procedures for critical infrastructure when temperature extremes are experienced and shut down of non-critical infrastructure for ease on utilities.	Unknown	Unknown	Unknown	Unknown	City budget, grant opportunities
		STATUS: In progress					
Expansive Soils	Mitigate expansive soils in Saginaw.	Improve construction techniques through building code enhancements.	Annually	Building Department	Unknown	Unknown	City budget, grant opportunities

Hazard Addressed	Objective	Action/Project Description	Projected Time to Completion	Department or Agency Responsible	Estimated Cost	Estimated Benefit	Funding Sources
		STATUS: In progress					
		Educate construction contractors, homeowners, and business owners about mitigation techniques. Seminars, notifications, training classes, city website, published ordinances.	Annually	Building Department	Unknown	Unknown	City budget, grant opportunities
		STATUS: In progress					

5.3 New Action Items

The City of Saginaw's action items were determined by the Local Planning Team for the 2020 Hazard Mitigation Action Plan (HazMAP). These actions include mitigation actions that qualify for mitigation funding as well as enforcement, maintenance, and response actions that the city has identified as opportunities to increase their resiliency to hazards.

During the capabilities assessment and hazard analysis, previously impacted assets and populations were analyzed to determine the highest probability of damage and potential of loss of life per hazard. As $1 spent in mitigation saves a community an average of $6 in recovery[2], we used this data to develop a cost-benefit analysis: *Estimated Cost x 6 =* **Estimated Benefit**.

Priority will go towards projects with the highest positive impact on community resilience, including life safety and property protection. Below are the action items for this HazMAP.

Hazard(s) Addressed	**Flooding, Thunderstorms, Tornadoes**
Enhance the coverage area of outdoor warnings with the addition of an outdoor warning siren and the replacement of any outdated outdoor warning sirens.	
Participating Jurisdiction:	City of Saginaw
Priority:	1
Estimated Cost:	$55,000
Estimated Benefit:	$330,000
Potential Funding Source(s):	Hazard Mitigation Grant Program (HMGP), city funds
Lead Agency/Department Responsible:	Office of Emergency Management, Fire Department
Implementation Schedule:	24 months

Hazard(s) Addressed	**Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes , Winter Storms**
Eliminate the loss of power from critical city buildings with the installation of backup generators to existing and future buildings for consistent reliable power.	
Participating Jurisdiction:	City of Saginaw
Priority:	2
Estimated Cost:	$115,000
Estimated Benefit:	$690,000
Potential Funding Source(s):	HMGP, city funds
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months

[2] Natural Hazard Mitigation Saves: 2017 Interim Report. National Institute of Building Science. < https://www.nibs.org/page/mitigationsaves>

Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes , Winter Storms
Identify and implement the newest International Code Council (ICC) building codes and fire codes to mitigate the damage from all identified hazards.	
Participating Jurisdiction:	City of Saginaw
Priority:	3
Estimated Cost:	$1,500
Estimated Benefit:	$9,000
Potential Funding Source(s):	City funds, city funding for staff time
Lead Agency/Department Responsible:	Building Department, Fire Department
Implementation Schedule:	12 months

Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes , Winter Storms
Enhance the city CodeRed system to better serve the community with greater information and notification times.	
Participating Jurisdiction:	City of Saginaw
Priority:	4
Estimated Cost:	$2,400
Estimated Benefit:	$14,400
Potential Funding Source(s):	HMGP, city funds
Lead Agency/Department Responsible:	Office of Emergency Management, Fire Department
Implementation Schedule:	12 months

Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Tornadoes , Winter Storms
Enhance the comprehensive public education program both in schools and on a community level to include the recommended activities to mitigate the impact of each identified hazard.	
Participating Jurisdiction:	City of Saginaw
Priority:	5
Estimated Cost:	$3,500
Estimated Benefit:	$21,000
Potential Funding Source(s):	City funds, city funding for staff time
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	12 months

Hazard(s) Addressed	Drought
Enhance code enforcement materials to insure proper enforcement of water conservation procedures.	
Participating Jurisdiction:	City of Saginaw
Priority:	6
Estimated Cost:	$1,800
Estimated Benefit:	$10,800
Potential Funding Source(s):	City funds
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	6 months

Hazard(s) Addressed	Drought
Review City of Saginaw ordinance for water conservation and enhance ordinance, as needed.	
Participating Jurisdiction:	City of Saginaw
Priority:	7
Estimated Cost:	$2,000
Estimated Benefit:	$12,000
Potential Funding Source(s):	City funds, city funding for staff time
Lead Agency/Department Responsible:	Environmental Services Department
Implementation Schedule:	18 months

Hazard(s) Addressed	Flooding
Schedule a Community Assistance Visit (CAV) by FEMA or a State agency on behalf of FEMA to assure that the city is adequately enforcing its floodplain management regulations.	
Participating Jurisdiction:	City of Saginaw
Priority:	8
Estimated Cost:	$1,000
Estimated Benefit:	$6,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months

Hazard(s) Addressed	Flooding
Require that the floodplain administrator be certified.	
Participating Jurisdiction:	City of Saginaw
Priority:	9
Estimated Cost:	$2,000
Estimated Benefit:	$12,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Public Works Department
Implementation Schedule:	24 months

Hazard(s) Addressed	Flooding
Conduct NFIP community workshops to provide information and incentives for property owners to acquire flood insurance.	
Participating Jurisdiction:	City of Saginaw
Priority:	10
Estimated Cost:	$500
Estimated Benefit:	$3,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months

Hazard(s) Addressed	Flooding
Remove existing structures from flood-prone areas to minimize future flood losses by acquiring and demolishing or relocating structures from voluntary property owners and preserving land subject to repetitive flooding.	
Participating Jurisdiction:	City of Saginaw
Priority:	11
Estimated Cost:	$1,000,000
Estimated Benefit:	$6,000,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months

Hazard(s) Addressed	Flooding
Use bioengineered bank stabilization techniques and revetments to protect against flooding along streams, creeks, rivers, and lakes.	
Participating Jurisdiction:	City of Saginaw
Priority:	12
Estimated Cost:	$1,000,000
Estimated Benefit:	$6,000,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months

Hazard(s) Addressed	Earthquakes, Thunderstorms, Tornadoes
Require construction of safe rooms in new schools, daycares, and nursing homes.	
Participating Jurisdiction:	City of Saginaw
Priority:	13
Estimated Cost:	$1,000,000
Estimated Benefit:	$6,000,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months

Hazard(s) Addressed	Flooding, Thunderstorms, Tornadoes, Winter Storms
To protect power lines, either bury overhead power lines, ensure ordinances for proper vegetation management practices, replace wood poles with steel or composite ones, or reinforce utility poles with guy wires.	
Participating Jurisdiction:	City of Saginaw
Priority:	14
Estimated Cost:	$300,000,000
Estimated Benefit:	$1,200,000,000
Potential Funding Source(s):	City general fund, hazard mitigation grants
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	24 months

5.4 Plan Incorporation into Existing Planning Mechanisms

Based on Requirement 201.6(c)(4(ii) and the State of Texas Mitigation Plan, the vulnerability and capabilities assessment for the city were carefully reviewed and considered when developing the mitigation actions for this plan. The Local Planning Team (LPT) will establish a process in which the mitigation strategy, goals, objectives, and actions outlined in this plan will be incorporated into the existing local planning strategies.

Once the plan is adopted, the LPT will coordinate implementation with the responsible parties in the city, as well as external stakeholders as needed.

The following steps will be taken in implementing this HazMAP into local plans:

1. Change is proposed by an elected official or other interested party.
2. Proposal is placed on the local agenda of the governing body.
3. Agenda is published at least 10 days in advance of the meeting at which it will be discussed, so members of the public have an opportunity to attend the discussion meeting. Publication may be made by posting the agenda on the city's website, in the city newsletter, or on a public bulletin board.
4. Proposal is discussed at the public meeting, including any comments by members of the public attendance.
5. Proposal is voted on by the governing body.
6. If the proposal is passed, the change is implemented by the appropriate local authority.

Existing planning mechanisms in which the HazMAP will be integrated are listed below.

Type of Plan	Department Responsible	Update Schedule	Actions to be Integrated	Integration Method
Comprehensive Master Plan and Capital Improvements Plan (CIP)	City Administration, Department Leaders	Every 5 years	Reference this HazMAP when developing the plan.	The leadership team will review this HazMAP to see which action items can be addressed with the fiscal and administrative capabilities of the city.
Parks, Recreation, and Open Space (PROS) Master Plan	City Administration, Department Heads	As Needed	Reference this HazMAP when developing the plan, with a focus on open space and outdoor mitigation activities.	The leadership team will review this HazMAP to see which action items can be addressed and an amendment may be necessary to include the action in the plan.

Although it is recognized that there are many possible benefits to integrating components of this Hazard Mitigation Action Plan (HazMAP) into other planning mechanisms, the LPT considers this HazMAP, including development and maintenance, to be the primary vehicle to ensure implementation of local hazard mitigation actions.

This completes the annex for the City of Saginaw. For additional information, see Appendices A and B.

2020

Tarrant County Hazard Mitigation Action Plan






EMERGENCY MANAGEMENT
TARRANT COUNTY, TEXAS

North Central Texas Council of Governments

Executive Summary

We cannot control when or where a tornado or other natural hazard will strike, but we can save lives and reduce property damage by understanding the risks and taking action to address those risks. In the process, we can increase resilience in our community, environment, and economy. Participating jurisdictions in the Tarrant County Hazard Mitigation Action Plan (HazMAP) are dedicated to the protection of local citizens and their property, and to the improvement of the quality of life for all residents.

Mitigation has been defined as "sustained action to reduce or eliminate long-term risk to human life and property from natural, human-caused, and technological hazards."[1] It is fundamentally a loss-prevention function characterized by planned, long-term alteration of the built environment to ensure resilience against natural and human-caused hazards. This loss-prevention function has been illustrated by the Multi-Hazard Mitigation Council study of the Federal Emergency Management Agency (FEMA) mitigation projects, which shows that for every dollar invested in mitigation, six dollars of disaster losses were avoided.[2]

Mitigation should form the foundation of every emergency management agency's plans and procedures. Emergency management agencies should adopt mitigation practices to reduce, minimize, or eliminate hazards in their community. The Tarrant County Hazard Mitigation Action Plan identifies the hazards faced by participating jurisdictions, vulnerabilities to these hazards, and mitigation strategies for the future. The plan fulfills the requirements of the Federal Disaster Mitigation Act as administered by the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA).

[1] State of Texas Mitigation Handbook, page 1-1.
[2] Natural Hazard Mitigation Saves: 2017 Interim Report, page 1.

The planning area for this plan is for Tarrant County, Texas (marked in red on the Texas map) and includes the following jurisdictions:



- City of Arlington
- City of Azle
- City of Bedford
- City of Blue Mound
- City of Colleyville
- City of Crowley
- City of Dalworthington Gardens*
- Town of Edgecliff Village*
- City of Euless
- City of Everman*
- City of Forest Hill
- City of Fort Worth
- City of Grapevine
- City of Haltom City
- City of Haslet
- City of Hurst
- City of Keller
- City of Kennedale
- City of Lake Worth
- Town of Lakeside
- City of Mansfield*
- North Central Texas Council of Governments (NCTCOG)
- City of North Richland Hills
- Town of Pantego*
- City of Richland Hills
- City of River Oaks*
- City of Saginaw
- City of Southlake
- Unincorporated Tarrant County
- University of North Texas Health and Science Center*
- City of Watauga
- Town of Westlake
- City of Westworth Village

**Jurisdictions that did not participate in the 2015 Tarrant County HazMAP.*

City of Saginaw

Meeting Date: 1/7/2020

Agenda Items: (4)(h)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Action Regarding Economic Development Director Agreement

BACKGROUND/DISCUSSION:
Director of Economic Development Wachholz has submitted a proposal to serve as the City's Economic Development Director via contract instead of as a city employee. This arrangement will allow the City to retain her for projects that she is involved in currently as well as present a cost savings to the City. The proposed agreement has been reviewed by the City Attorney.

FINANCIAL IMPACT:
The financial impact will be $45,000 for consultant services for the period of January 7, 2020 through September 30, 2020.

RECOMMENDATION:
Approval of the contract is recommended.

ATTACHMENTS:

Description

Letter
Contract
Exhibit A
Exhibit B

Local Economics, LLC
Alora M. Wachholz, CEcD
Chief Executive Officer
PO Box 77111
Fort Worth, Texas 76177

December 18, 2019

City of Saginaw, Texas
Gabe Reaume
City Manager
333 West McLeroy Boulevard
Saginaw, Texas 76179

Dear Mr. Reaume;

Attached to this letter, please find a draft Professional Services Agreement for the City of Saginaw, Texas to enter into economic development consulting services with Local Economics, LLC. You will find the terms of the agreement to be reflective of those which have been discussed prior to this point and based around two primary objectives:

1. Clearly understood objectives and deliverables to be provided to the City as outlined in the included Saginaw 2020 Work Plan, and
2. Built-in flexibility for professional staff engagement so that you may view the relationship with your consultant as a remote staff member of your organization; available on-call to you for questions, meetings, and other needs in general support of Work Plan objectives, without additional cost (barring any major adjustment in scope of services).

It would be a privilege and joy to continue to serve you in the City of Saginaw's economic development efforts into the remainder of the 2019-2020 Fiscal Year and, I hope many more years to come. Should you have any additional questions, please feel free to reach out to me or have your City Attorney reach out to me directly at the contact information, below.

I look forward to working to serve the City of Saginaw in 2020.

Sincerely,

Alora M. Wachholz, CEcD

CC: Bryn Meredith, City Attorney

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is made and entered into by and between the City of Saginaw, Texas (City) and Local Economics, LLC (Consultant).

RECITALS

WHEREAS, Consultant has certain professional skills, knowledge, experience in the field of economic development and/or access to personnel having same which are highly desirable to the City;

WHEREAS, the City desires to retain Consultant to provide such professional services; and

WHEREAS, Consultant is willing to provide services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration of the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Scope of Services. Consultant shall provide the professional services described on Exhibit A attached hereto and incorporated herein (Work Plan) to the City during the term as outlined under Section 3 of this Agreement. Consultant shall be available to consult with the City and others as directed by the City concerning the completion of Work Plan objectives. The City shall establish the goals to be achieved within the Work Plan but not the details nor means by which such goals are accomplished.

2. Compensation. Assuming satisfactory performance, as compensation for the services provided pursuant to this Agreement, the City agrees to pay Consultant the amount(s) set forth in Exhibit B, attached hereto and incorporated herein, by check or in such other form as the City may require. Consultant shall submit to the City by the tenth (10^{th}) day of each month in which services are to be rendered, an invoice for the pro-rata portion of payment as outlined in Exhibit B. Such invoice shall be submitted as the City shall direct. Within thirty (30) days after receipt of such invoice, the City shall pay to Consultant fees for Work Plan services outlined in said invoice. The City shall have no obligation to make any payment for reimbursement for any expenses or fees incurred in connection with the performance of the Work Plan objectives pursuant to this Agreement except as provided in Exhibit B. Contract amendments may include adjustments to the compensation and fees associated with the scope of work but all pricing must be agreed upon by both parties prior to amendment approval.

3. Term and Termination. The term of this Agreement shall begin as of the date of approval hereof and shall terminate on September 30, 2020. A contract completely separate and apart from this Agreement may be negotiated between City and Consultant no less than thirty (30) days prior to end of term of this Agreement and contingent on City budget approvals for service scope; but shall have no bearing on the terms and obligations contained herein this Agreement. The City may terminate this Agreement by providing no less than thirty (30) days written notice to Consultant. Consultant may terminate this Agreement by providing no less than thirty (30) days written notice to City. Upon effective date of termination by either party, no further contract payments will be accepted and no additional payments or reimbursements will be obligated. At no time shall compensation previously paid to Consultant be returned, reimbursed, or charged to Consultant. At the time of any notice of termination, Consultant shall complete all services in progress as if such notice of termination had not been given. The City shall have no liability to Consultant beyond payment pursuant to this Agreement for the services rendered to and accepted by the City prior to the effective date of such termination.

4. Relationship of the Parties.

The status of Consultant shall be that of an independent contractor and not that of any employee, agent or other partner of the City. Consultant shall have no power or authority to act on behalf of the City or in its name or to bind the City, either directly or indirectly, in any manner nor shall Consultant make any representation otherwise to any person, except as requested and determined by City. Consultant is retained solely for the purpose of providing Work Plan objective services to the City. Consultant expressly assumes all tax liabilities associated with the compensation paid pursuant to this Agreement.

In accordance with the terms of this Agreement, Consultant shall be free to accomplish the Work Plan objectives for which Consultant has been retained in such manner as Consultant may determine. Consultant may engage third parties (collectively, "Subcontractors") to assist Consultant in the performance of Work Plan objectives. Any agreements between Consultant and Subcontractors shall contain only provisions that are consistent with the obligations and performance of Consultant under this Agreement. Notwithstanding any provision in this Agreement to the contrary, Consultant shall at all times remain fully responsible to City for the acts and omissions of all Subcontractors, including without limitation, the performance in accordance with the terms and considerations of this Agreement of the services by any and all Subcontractors.

Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Consultant shall not be considered as having an employee status or any pension or benefit plan, worker's compensation or unemployment compensation. Consultant acknowledges that they are not engaged by the City in any other capacity and that Consultant shall not hold any other position with the City during the term of this Agreement nor shall Consultant file or apply for any unemployment benefit or similar payment with any federal, state or local agency.

In the event that this independent contractor relationship is determined by tax authorities to constitute an employment relationship, Consultant hereby waives, for the period prior to the date such determination becomes final, any and all claims to coverage under all City retirement, profit-sharing, pension, health, dental, welfare, or similar type plans.

5. Representations and Warranties of Consultant. Consultant represents, warrants and covenants to the City that: (i) Consultant possesses the requisite training, knowledge, skills, experience and expertise to provide the Work Plan service objectives and shall provide these services in accordance with the standards of care, skill and diligence consistent with recognized and prudent industry practices, all applicable laws and regulations, Exhibits, and with the degree of knowledge, skill and judgement normally exercised by professionals with respect to services of the same or similar nature; (ii) Consultant has the right, power and capacity and is duly authorized and empowered to execute, deliver and perform this Agreement; (iii) this Agreement, upon execution thereof by the person representing Consultant below, will be the legal, valid and binding agreement of Consultant, enforceable in accordance with all terms and applicable law; and (iv) Consultant's performance of services pursuant to this Agreement does not violate any existing agreement or obligation between Consultant and a third party.

6. Confidential Information.

Consultant acknowledges that in connection with this Agreement and the services provided by Consultant under this Agreement, the City may provide, and Consultant may acquire and make use of, certain confidential information both of the City and of private businesses, relating to the provision of the Work Plan service objectives.

Consultant shall not use or access such confidential information except in connection with the performance of the Work Plan service objectives, or divulge such information to any third party, unless under the City's consent in such instances where such divulgence or disclosure is required by law or to perform the service objectives of this Agreement. Consultant agrees to protect and safeguard from and against unauthorized access, use or disclosure any confidential information obtained by the City in the same manner in which it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). Upon expiration or termination of this Agreement, Consultant shall not take nor retain, without prior written consent from the City, any confidential information or copies thereof in any form or medium of any kind.

In the likely event that Consultant may receive a demand from a third party for a two-party Confidentiality Agreement to be signed and effected, be it known to all parties that Consultant reserves the right to enter into these agreements as an independent entity and will maintain the sanctity of the Confidentiality Agreement in accordance with law and will have no obligation to share such information with City or any other party notwithstanding those privy to the Confidentiality Agreement. No City authorization will be required unless and until such information is determined to be able to be shared with City representatives.

7. Intellectual Property. Consultant shall provide the Work Plan service objectives for the exclusive benefit of the City. Except as provided below, all items created or developed in, or resulting from, the course of performance by Consultant and the various obligations under this Agreement are property of the City but may be used by Consultant for marketing, use as performance examples, and as base templates for other clients. This includes, without limitation all (i) plans; (ii) materials; (iii) reports and results; (iv) documents; (v) graphic elements; aesthetic qualities, "look and feel" of any deliverable and all other unique, novel and/or customized parts and aspects of any and all deliverables not generally used or applied to similar products, as well as all modifications, and enhancements of any of the foregoing (vi) text, photos, recordings or other materials of any kind or nature; and (vii) all elements of the deliverables created or developed by or on behalf of Consultant.

8. Conflict of Interest. During the term of this Agreement Consultant shall avoid any conflict of interest, including but not limited to any situations in which financial or other personal considerations directly or significantly affect, or have the appearance of directly or significantly affecting the professional duties of Consultant in performance of this Agreement.

9. Compliance with Laws; Indemnification.

Consultant shall comply with all applicable federal, state and local laws in connection with the performance by Consultant of obligations of Consultant under this Agreement. Consultant agrees to release the City from any claims, other than breach of this Agreement, arising under or relating to this Agreement.

CONSULTANT HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "CITY MEMBERS") FROM AND AGAINST ANY CLAIMS, DEMANDS, SUITE, SETTLEMENTS, DAMAGES, LOSSES, LIABILITIES, COSTS FOR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) (EACH A "CLAIM") PAID OR INCURRED BY, OR ASSERTED AGAINST ANY CITY MEMBER RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH (I) THE BREACH OF ANY OF THIS AGREEMENT BY CONSULTANT; OR (II) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT OR ANY OF ITS OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, REPRESENTATIVES AND/OR AGENTS EXCEPT TO THE EXTENT SUCH

CLAIM RELATES TO, ARISES OUT OF IT IN CONNECTION WITH THE NEGLIGENCE OF THE CITY.

10. **Notices.** All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and delivered in person, sent electronically or via nationally recognized mail service to the applicable party at its address or email address set forth below or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given:

If to City:

City of Saginaw, Texas
Attn: Gabe Reaume, City Manager
333 West McLeroy Blvd.
Saginaw, Texas 76179
Email: greaume@saginawtx.org

If to Consultant:

Local Economics, LLC
Attn: Alora M. Wachholz, CEO
PO Box 77111
Fort Worth, Texas 76177
Email: alora@localeconomics.com

11. **Captions; Entire Agreement; Amendments**. The caption headings are furnished for the convenience and reference of the parties and do not define, limit, extend or describe the scope of this Agreement or any provision in this Agreement. This Agreement, exhibits and other documents incorporated by reference in this Agreement set forth the entire understanding between the parties hereto regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, agreement and undertakings between the parties with respect to the subject matter. In the event of any inconsistency or conflict between the terms hereof and any exhibit or other document incorporated by reference into this Agreement, the terms hereof shall govern and control. Alterations to the scope of services as outlined in Exhibit A are expected and shall be accommodated except where they add significant additional hours of effort to Consultant's workload, at which time either party may initiate a request to the other party to amend this Agreement. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

12. **No Waiver.** Neither the failure nor delay by either party to exercise any right, remedy, power or privilege under the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence. No waiver of any right, remedy, power or privilege under this Agreement will be effective unless in writing signed by the party to be charged thereby.

13. **Assignment; Binding Effect.** Consultant shall not assign or transfer any rights or obligations of Consultant under this Agreement without the prior written consent of the City. This Agreement shall be binding on heirs, successors in interest and permitted assigns of the parties. This Agreement is being entered solely for the benefit of the parties hereto and nothing in this Agreement shall confer nor be interpreted as having conferred any benefit to any third party.

14. Governing Law. The validity, construction, interpretation and all other matters relating to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of law principles. In the event of any action or proceeding to enforce any term of this Agreement, the parties shall submit to the exclusive venue of any court located in Tarrant County, Texas.

15. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.

16. Insurance/Authorization. Consultant agrees to maintain insurance for comprehensive general liability, automobile liability insurance, workers' compensation and professional liability during the term of this Agreement in the amounts not less than those required of other professional consultants and contractors retained by City. Consultant shall provide City with evidence of such coverages in a form which is acceptable to the City. Such policies shall name the City, its officers, employees and agents as an additional insured and shall provide for a waiver of subrogation against the City.

17. Permits; Licenses. Consultant hereby represents, warrants and covenants to City that is has and/or will have and maintain all necessary permits, licenses, approvals and other authorizations applicable to the performance of its obligations contemplated under this Agreement.

18. Survival; Severability. The provisions of Sections 4, 5, 7, 9, 14 and 17 shall survive any cancellation or termination of this Agreement. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, then such provision shall be deemed stricken herefrom and the remainder of this Agreement shall remain at all times in full force and effect and such invalid or enforceable provision shall, to the extent legally permitted, be replaced by the valid and enforceable provision that some closest to the parties' intent underlying the invalid or unenforceable provision.

IN WITNESS WHEREOF, the parties hereto have caused this Professional Services Agreement to be executed by their respective duly authorized representatives as of the seventh (7th) day of January, 2020.

CONSULTANT

Local Economics, LLC, a Texas limited liability company

By: _____
Print: Alora M. Wachholz, CEcD
Title: Chief Executive Officer

CITY

City of Saginaw, Texas

By: _____
Print: Todd Flippo
Title: Mayor

Saginaw 2020 Work Plan

January 7, 2019 to September 30, 2020

Alora M. Wachholz, CEcD
Chief Executive Officer
Local Economics, LLC

In an effort to grow a healthy local economic climate and continue some of the existing successful business programs and projects that are already underway in the community, the City of Saginaw and Local Economics, LLC mutually agree to the following 23-Point Action Item scope of work, and associated costs listed herein, in addition to the services of the Consultant, agreed at $45,000.00 for the duration of the contract, to be undertaken during the time period from January 7, 2020 until September 30, 2020 as part of the Consultant Work Plan service objectives:

LOCAL economics CONSULTING, LLC

Action Items

ACTION ITEM #1: On-call support by Consultant during work week business hours[1]

ACTION ITEM #2: General administration of existing Chapter 380 Agreements and Tax Abatement Agreements[2]

ACTION ITEM #3: Creation of a Marketing Plan for Building Improvement Grant (BIG) Program and schedule[3]

ACTION ITEM #4: Administration of Building Improvement Grant (BIG) Program applications and incentives[4]

ACTION ITEM #5: Continued work with major mixed-use development groups as-needed[5]

ACTION ITEM #6: Represent City on boards and at meaningful regional events[6]

ACTION ITEM #7: Keep all marketing information up-to-date online and in electronic format[7]

ACTION ITEM #8: Conduct 5 recruitment meetings per month on behalf of the City for viable, quality opportunities and provide Recruitment Feedback Sheets[8]

ACTION ITEM #9: Conduct 5 retention meetings per month with local business owners / commercial property owners / brokers and provide Retention Feedback Sheets[9]

ACTION ITEM #10: Host monthly Business Basics classes for free at the John Ed Keeter Public Library[10]

ACTION ITEM #11: Produce monthly E-newsletter for public consumption with news, updates, contact information, etc.[11]

ACTION ITEM #12: Produce monthly Economic Development Blog posts about pertinent information to the community[12]

Action Items

ACTION ITEM #13: Arrange and effect a schedule for a sub committee of Council to investigate a potential EDC election in the future[13]

ACTION ITEM #14: Assist in drafting a Memorandum of Understanding with third-party for management of Saginaw farmers market[14]

ACTION ITEM #15: Represent the City of Saginaw at the 2020 ICSC Red River States Deal-Making Conference and Expo to be held in Fort Worth on January 8-10th as ATTENDEE and provide Event Feedback Sheet[15]

ACTION ITEM #16: Produce a marketing report of The Retail Coach Cell Phone Analysis for public consumption and target marketing[16]

ACTION ITEM #17: Order and market #ILoveSaginawTX consumer swag for recruitment packages and sold to the public[17]

ACTION ITEM #18: Professionally design and print a Local Business Guide to go on the City's website and be available for pick-up at the Recreation Center, Senior Center, City Hall, given to businesses, etc.[18]

ACTION ITEM #19: Host quarterly Local Business Forum events and provide Recap Sheets[19]

ACTION ITEM #20: Take out a Shop Local advertisement in the Fort Worth Star Telegram[20]

ACTION ITEM #21: Represent the City of Saginaw at the 2020 North Texas Commercial Association of Realtors Expo to be held in Dallas in September 2020 as ATENDEE and provide Event Feedback Sheet[21]

ACTION ITEM #22: Represent the City of Saginaw at various Real Estate Council of Fort Worth events held locally throughout the year and provide Event Feedback Sheets[22]

ACTION ITEM #23: Organize and host Industry Council meetings in spring and fall 2020 with local industrial representatives[23]

[1] Work week to be defined as the hours of operation of Saginaw City Hall, 7:30 am to 5:30 pm Monday through Thursday and Friday 7:30 am to 11:30 am except on recognized holidays. Calls should be directed to Local Economics phone number (817-676-2403) or to Consultant cell (703-489-3324). Missed calls will be returned in a timely manner not-to-exceed a 48-hour wait time. Should these terms need to change for short durations, such as during Consultant holiday, Consultant will let Client know in advance and with clarity on how and when follow-up will take place.

[2] Administration of incentive agreements includes maintaining executed copies of all documents, verifying terms and conditions as outlined in individual agreements throughout the year, maintaining spreadsheet of terms and conditions for each agreement, verifying all payment requests and issuing check requests to City, providing annual reports to County and State as required by law, answering questions regarding incentives, ensuring all required documentation is accounted for, executed properly, and in compliance with City of Saginaw standards. An annual incentives summary will be provided to City as part of this Work Plan Action Item.

[3] The Building Improvement Grant Program Marketing Plan and Schedule will be submitted to the City in final format no later than March 31, 2020.

[4] Administration of BIG Program incentive agreements includes presenting applications to Council for consideration, drafting contracts for approval, administering the terms of the Agreements in a manner in compliance with the law, verifying receipts of service, and submitting all documentation for request fund reimbursements to the City of Saginaw in an acceptable manner, as well as maintaining and verifying the application of grant funds in in accordance with the Building Improvement Grant Program Policy.

[5] As each individual project has a changing scope of needs over time, depending on the engaged parties and project, assistance shall include any and all professional guidance, solicitation of updates, negotiations, address of questions, written communication, conference calls, etc. for the mixed-use developments known generally as Cranz Farm, Lavonne White's property, The Square, UCD Development at Bailey Boswell and FM 156, and the future Wayside Middle School development.

[6] Boards and meaningful regional events include, but are not limited to, participation on the Community Link Board of Directors, the Hollenstein Career & Technology Center Advisory Board, the quarterly West Tarrant Alliance meetings, at the EMS-ISD Annual Realtor's Expo, and other opportunities and determined by the City.

[7] Marketing materials include a one-page snapshot of the community, the Community Profile and Aerial Map, and overview of sites available in the community. Other items included herein are those items of importance to recruitment meetings and efforts, including a letter about the Saginaw community, an updated traffic counts map, utility map information, and more. Up-to-date shall mean within a reasonable time frame of information validity and shall be regularly updated with the most current, professionally-recognized data available.

[8] Recruitment Feedback Sheets are outlined on "Included in Contract Price" slide.

[9] Retention Feedback Sheets are outlined on "Included in Contract Price" slide.

[10] Each Business Basics class is to last one hour, be open to the public on a topic of interest to new and growing business owners or entrepreneurs, and utilize current and correct information.

[11] Monthly E-newsletters will contain information of importance to local business stakeholders and will begin distribution before the end of February 2020 and continue monthly to a subscription list of individuals in the community electing to be included in the correspondence and at no time provided without their consent. All E-newsletters will be posted publicly online at the City's website.

[12] Blog posts may be about any item of interest to the Saginaw business community, or community at large about the field of economic development and may be authored by guest writers where their expertise may prove valuable to the end objective. Blogs will be posted monthly no later than the last day of each month throughout the duration of the term. Blogs may be requested for draft approval prior to publication on the City's website, if needed.

[13] The EDC Investigatory Schedule will be sent to the City no later than March 31, 2020 and include a plan of action for a subcommittee of Council to fully investigate the merits of creating an Economic Development Corporation.

[14] The MOU will be provided to the City prior to the 2020 farmers market season (spring 2020) with an approved community partner in a manner congruent with the wishes and input of the City throughout the negotiations.

[15] Event Feedback Sheets are outlined on "Included in Contract Price" slide.

[16] Visual report meant to take information provided from approved cell phone analysis and trade market area report with The Retail Coach previously approved by City Council, and turn it into a usable, easy-to-understand marketing sheet to be used in recruitment efforts. Visual to be provided to the City no later than March 31, 2020.

[17] Design and items to be determined in conjunction with the City of Saginaw and, if sold, only through the City. City would pay only invoiced total for products ordered and may request additional quotes for pricing, if needed.

[18] City would pay cost of third-party design firm and Consultant would supply all information and oversight for the project, as well as final distribution. City may request additional quotes for pricing, if needed.

[19] Event Recap Sheets are outlined on "Included in Contract Price" slide. Three events would take place during the duration of the contract term; one in January, one in April, and one in July.

[20] In an effort to increase the visibility of the City of Saginaw and its existing businesses, the City may agree to pay the cost to take out an add in the Fort Worth Star Telegram to encourage consumers to shop locally in Saginaw. Consultant will provide advertisement content and manage agreement with advertising agency.

[21] Event Feedback Sheets are outlined on "Included in Contract Price" slide. Attending the North Texas Commercial Association of Realtors and their Deal-Making expo is critical to regional and national marketing, recruitment efforts, and visibility. City would agree to cover the attendance cost and Consultant will represent Saginaw at event.

[22] Event Feedback Sheets are outlined on "Included in Contract Price" slide. Attending the REC of Fort Worth events throughout the year are critical to regional marketing and visibility, as well as staying current on area trends and keeping in the loop on what opportunities exist in the regional market. City agrees to pay for event ticket prices and Consultant agrees to represent the City at these events.

[23] Organizing and developing an Industrial Council includes identifying potential board members, meeting with them to discuss opportunity, setting a plan of focus of the group, hosting biannual events, assisting with the creation of bylaws, election of officers, etc. City would agree to reimburse Consultant for any costs associated with the hosting of Industry Council events. Consultant will provide Recap sheets following events.

Action Items Time & Cost

Action Item	Scope	Deliverable(s)	Time Frame	Expected Cost to City
1.	On-call support by Consultant	Listed in Weekly Updates	Throughout term	-
2.	Administration of incentives	Noted in Monthly Updates & Incentives Annual Report	By end of term	-
3.	Marketing Plan for BIG Program	BIG Marketing Plan & Schedule	By end of first quarter	-
4.	Administration of BIG Program	Noted in Monthly Updates	Throughout term	-
5.	Assist in mixed-use developments	Noted in Monthly Updates	Throughout term	-
6.	Represent City in region	Event Feedback Sheets	Throughout term	-
7.	Keep up-to-date marketing materials	One-Page Overview, Sites Overview, Community Profile & Aerial Map, etc.	Throughout term	-
8.	5 recruitment meetings per month	Recruitment Feedback Sheets	Throughout term	-
9.	5 retention meetings per month	Retention Feedback Sheets	Throughout term	-
10.	Monthly Business Basics Classes	Eight monthly classes & Recap Sheets	Monthly except August	-
11.	Monthly E-Newsletters	Eight monthly newsletters	February to September	-
12.	Monthly ED Blog posts	Nine monthly posts	January to September	-
13.	Assistance in investigation of potential EDC	EDC Investigatory Schedule	By end of first quarter	-
14.	Assist with farmers market MOU	Memorandum of Understanding	Before spring 2020	-

Action Items Time & Cost

Action Item	Scope	Deliverable(s)	Time Frame	Expected Cost to City
15.	Represent City at 2020 ICSC Red River States Deal-Making Conference and Expo in Fort Worth, TX	Event Feedback Sheet	January 8 – 10, 2020	-
16.	Produce Visual for Cell Phone Analysis	Cell Phone Results Sheet	By end of first quarter	-
17.	Offer #ILoveSaginawTX merchandise	Items for recruitment and to sell/give	By end of first quarter	City to pay product costs up to $500
18.	Professionally designed and printed Local Business Guide	Electronic and printed Local Business Guide	By end of term	City to pay design contract costs up to $4,000
19.	Quarterly Local Business Forums	Three events & Recap Sheets	January, April, & July	City to reimburse hosting provisions up to $1,000
20.	Take out Shop Local ad in Star Telegram	Shop Local advertisement	By mid-summer 2020	City to pay ad costs up to $1,000
21.	Represent City at 2020 NTCAR Expo in Dallas, TX	Event Feedback Sheet	September 2020	City to pay registration costs up to $300
22.	Represent City at Real Estate Council of Fort Worth events	Event Feedback Sheet	Throughout term	City to pay ticket costs up to $1,000
23.	Creation of Industry Council	Two bi-annual events & Recap Sheets	April and September	City to reimburse hosting provisions up to $1,000

Included in Contract Price

Client will receive:

- Weekly Update – Brief, emailed update on any and all work conducted of note during that week
- Monthly Update – Similar to departmental monthly update sheets, includes more detail on work completed in the month preceding
- Recruitment Feedback Sheet – Provides an overview of who Consultant met with, what was discussed, and if there is any follow-up intended (will be included in Monthly Updates)
- Retention Feedback Sheet – Provides an overview of who Consultant met with, what was discussed, and if there is any follow-up intended (will be included in Monthly Updates)
- Event Feedback Sheet – Following regional events, expos, or other recruitment events attended by Consultant on behalf of the City, this sheet will provide a summary of what the event was, what of note came from attending the event, and general follow-up needs
- Recap Sheet – Following any events hosted by the Consultant on behalf of the City, this sheet will provide a summary of what the event was, who attended, what the topics were, and what follow-up items there are
- Contract Overview Report – At the end of the contract term, Consultant will supply to the City, a report that outlines the work having been completed throughout the term of the Agreement and resultant performance indicators
- Presentation Support – Consultant is available to prepare and present Council Agenda item presentations, public speaking presentations for events, notes for speakers on economic initiatives, and more at the request of City Manager

Consultant will attend:

- Council Meetings – When there are items of economic consideration on the agenda, as determined by City Manager
- Staff Meetings – As allowed by City Manager
- Development Review Committee Meetings – When they involve potential commercial development opportunities
- Major Events of Organizational Importance – Such as employee events, team-building, staff appreciation, etc. in order to maintain and build rapport with staff, as approved by City Manager
- Individual Meetings – As requested by City Manager, at the behest of City staff, City Council, community partners, residents, etc.

Other:

- Expressed Title – Consultant will represent self as Director of Economic Development for the City of Saginaw on all emailed correspondence from City of Saginaw email address, will maintain City of Saginaw email address, and will continue to do the same on the City of Saginaw website, as requested by City Manager

LOCAL economics
CONSULTING, LLC

Alora M. Wachholz, CEcD
Alora@localeconomics.com
817-676-2403

COMPENSATION TERMS
BETWEEN CITY OF SAGINAW, TEXAS
AND
LOCAL ECONOMICS, LLC

FOR CONSULTANT SERVICES RENDERED AS PART OF PROFESSIONAL SERVICES AGREEMENT FOR TERM OF
JANUARY 07, 2020 THROUGH SEPTEMBER 30, 2020

APPROVED AND DULY AUTHORIZED ON
JANUARY 07, 2020

BE IT KNOWN THAT BOTH PARTIES AGREE TO COMPENSATION OF **$45,000.00** FOR SAGINAW 2020 WORK PLAN OBJECTIVES

TO BE PAID IN FOLLOWING MANNER:

- NINE (9) INDIVIDUAL INSTALLMENTS OF $5,000.00 TO BE PAID MONTHLY COMMENCING IN JANUARY 2020 AND TERMINATING IN SEPTEMBER 2020

- LOCAL ECONOMICS, LLC WILL INVOICE CITY OF SAGINAW, TEXAS MONTHLY WITHIN FIRST TEN (10) DAYS OF THE MONTH OF PAYMENT

- CITY OF SAGINAW, TEXAS WILL HAVE THIRTY (30) BUSINESS DAYS FROM RECEIPT OF INVOICE TO PAY INVOICE

- PAYMENTS MAY BE ISSUED BY CHECK AND SENT VIA MAIL TO THE NAME AND ADDRESS PROVIDED HEREIN:

  LOCAL ECONOMICS, LLC
  ATTN: ALORA M. WACHHOLZ
  PO BOX 77111
  FORT WORTH, TEXAS 76177

City of Saginaw

Meeting Date: 1/7/2020

Agenda Items: (4)(i)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding a Supplemental Agreement with Union Pacific Railroad for Fairmount Sanitary Sewer Crossing

BACKGROUND/DISCUSSION:
The Fairmont Sanitary Sewer Rehabilitation Phase 1 project includes a new pipeline crossing of the Union Pacific Railroad . A sanitary sewer crossing across the railroad exists today and will be abandoned in place when the new pipeline is constructed.

On November 6, 2018, City Council authorized an agreement with the Union Pacific Railroad for the abandonment and replacement of the sanitary sewer crossing.

On September 3, 2019. City Council authorized the award of contract to Atkins Brothers Equipment Co., Inc. (Atkins) in the amount of $2,113,145.00 for construction of the project.

Subsequent to the award, Atkins requested that the installation be performed by hand tunneling. The City doesn't object to hand tunneling as a means and methods to be utilized by the contractor to best accomplish the work. The contractor will pay for all extra administrative cost associated by the change, including the cost of $2,000 for the Supplemental Agreement with the railroad.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
Staff recommends execution of the Supplemental Agreement with Union Pacific Railroad.

ATTACHMENTS:

Description

Supplemental Agreement

January 02, 2020
Folder: 03114-22

RICK TRICE
CITY OF SAGINAW
205 BRENDA LANE
SAGINAW TX 76179

Rick Trice:

Re: Supplemental Agreement for License Audit No. 291351 covering a 16 inch PVC sanitary sewer pipeline encased in a 42 inch steel pipeline crossing on Railroad property at Mile Post 604.78 on the Duncan Subdivision at or near Saginaw, Tarrant County, Texas

Attached is an original of the above referenced Supplemental License Agreement modifying the Basic Agreement (copy attached) by changing alignment and installation method.

Please print two copies, execute on your behalf and return ALL DOCUMENTS with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68137-1690 Attn: Craig Benson. Your copy of the fully-executed document will be returned to you, if approved by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents.

Payment, in the amount of $2,000.00 is due and payable upon your execution of the agreement. Please include your check, **with Folder No. 03114-22 written on the front,** with the return of the documents. This Agreement will not be accepted by the Railroad Company until the initial payment is received. If you require formal billing, you may consider this letter as a formal bill.

In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

Sincerely,

Craig Benson
Mgr II Real Estate Contracts - Real Estate
(402) 544-8620

SUPPAGR.DOC 980220
Form Approved, AVP-Law

Audit: 291351
Folder: 03114-22

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into on the _____ day of _____, 20___, between **UNION PACIFIC RAILROAD COMPANY** ("Licensor") and **CITY OF SAGINAW**, a Texas municipal corporation, whose address is 205 Brenda Lane, Saginaw, Texas 76179 ("Licensee").

RECITALS:

By instrument dated 9/24/2018, Licensor and Licensee, or their predecessors in interest, entered into an agreement ("Basic Agreement"), identified as Audit No. 291351, at SAGINAW, TEXAS.

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Article 1. SUBSTITUTION OF PRINT.

The print dated January 02, 2020, attached hereto as Exhibit 'A', shall be and hereby is substituted for the print dated July 30, 2018, attached to the Basic Agreement, and from and after the effective date herein whenever the term Pipeline is used in the Basic Agreement, or any amendment or supplement thereto (if any), such reference shall be deemed to refer to the Pipeline as shown on Exhibit 'A', hereto attached.

Article 2. CONSENT TO WORK.

This Supplemental Agreement will serve as notification that the Railroad Company approves of your intentions to a 16 inch PVC sanitary sewer pipeline encased in a 42 inch steel pipeline crossing in accordance with Exhibit A.

Article 3. NOTICE OF COMMENCEMENT OF WORK / RAILROAD REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Railroad, by calling the Response Management Communication Center at (888) 877-7267 before commencing any work. In all other situations, the Licensee shall notify the Railroad at least ten (10) days (or such other time as the Railroad may allow) in advance of the commencement of any work upon property of the Railroad in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial and any subsequent work with the following employee of Railroad or his or her duly authorized representative (hereinafter "Railroad Representative" or "Railroad Representative"):

Railpros Flagging
up.info@railpros.com
(877) 315-0513 x. 116

Larry H. Scott
MGR I SIGNAL MNTCE
5701 W VICKERY BLVD
FORT WORTH, TX 76107
Cell Phone: 817/307-5215

Article 4. EFFECTIVE DATE.

This Supplemental Agreement shall be effective as of _____.

Article 5. AGREEMENT SUPPLEMENT.

Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

Article 6. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Supplemental Agreement, the Licensee shall pay to the Licensor an administrative handling charge of **Two Thousand DOLLARS ($2,000.00)**.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement as of the day and year first written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Craig Benson
Mgr II Real Estate Contracts

CITY OF SAGINAW

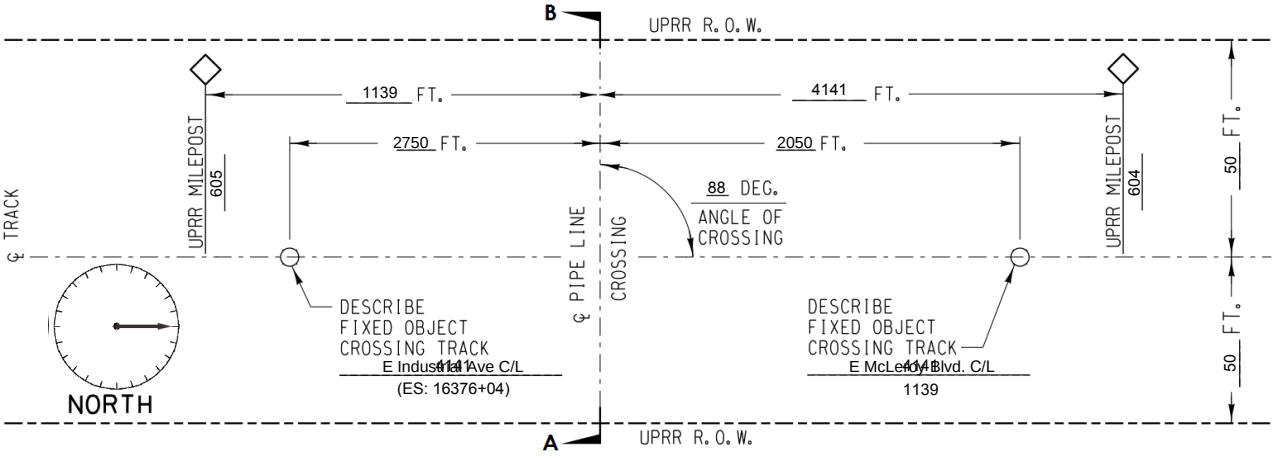
By: _____

Name Printed: _____

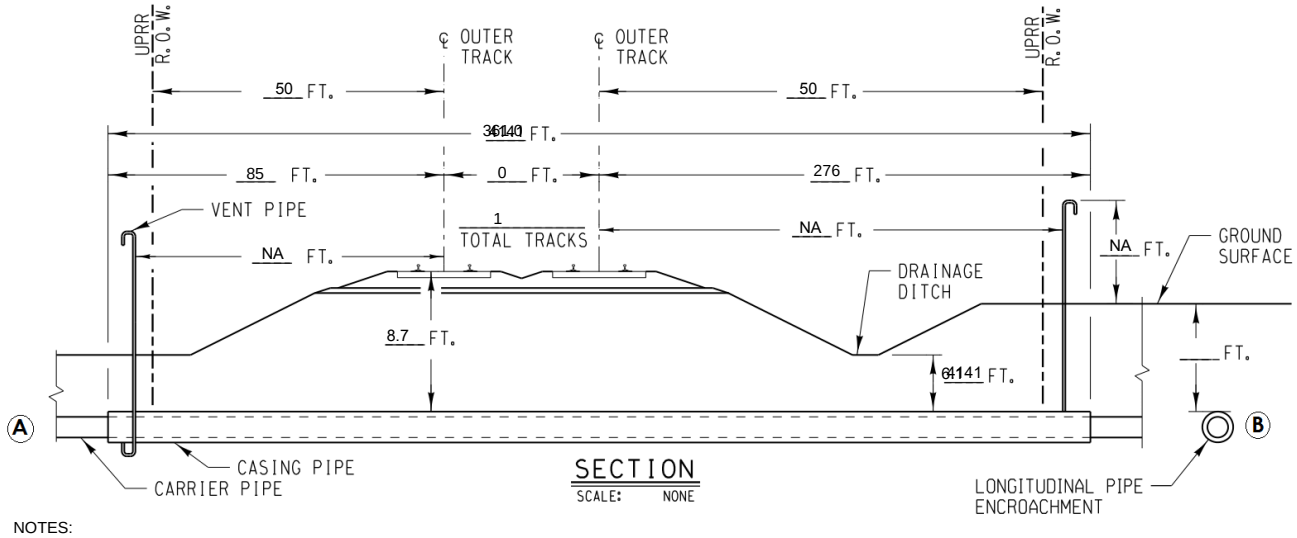
Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☑ CROSSING
☐ ENCROACHMENT
☐ BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

A) METHOD OF INSTALLATION HAND TUNNELING 4141
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____.
C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
D) CARRIER MATERIAL AWWA C-900 DR-18 PVC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED SANITARY SEWER.
OPERATIONAL PRESSURE 0 PSI. MAOP 0 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 0.967. DIAMETER 16 IN.
CATHODIC/COATING PROTECTION NO
E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 3601139 FT.
WALL THICKNESS 0.625 IN. DIAMETER 424141 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS OPEN AT THE ENDS.
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 276 AND 85.

UNION PACIFIC **BUILDING AMERICA®**

EXHIBIT "A"

SUBDIVISION: Duncan Sub.	
TRACK TYPE: MAINLINE	
M.P.: 604.78	LAT.: 32.855483179187
E.S.M.: 16348+54	LONG.: -97.36040213588
NEAREST CITY: SAGINAW	COUNTY: TARRANT
STATE: TX 4141	
APPLICANT: CITY OF SAGINAW	
FILE NO.: 0311422	DATE: 1/2/2020

City of Saginaw

Meeting Date: 1/7/2020

Agenda Items: (5)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
It's Time Texas Community Challenge 2020

BACKGROUND/DISCUSSION:
It's Time Texas Community Challenge 2020 is the annual program presented by HEB Grocery. The purpose of the program is challenge and demonstrate commitment to healthy living. The program begins January 6th and ends on March 1st. Information regarding the program is included in the attachments.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
N/A

ATTACHMENTS:

Description

It's Time Texas Community Challenge Info.

JAN 6 THROUGH MAR 1

IT'S TIME TEXAS COMMUNITY CHALLENGE
Presented by H-E-B

2020

BECAUSE HEALTH IMPACTS EVERYTHING

Join the free, 8-week challenge at ittcommunitychallenge.com.
You'll get 500 points just for signing up, plus 250 bonus points for completing your profile!

10 WAYS TO PARTICIPATE, EARN POINTS AND WIN!

Submit these healthy actions to earn points for your community and prizes for yourself!

EARN EXTRA POINTS WHEN YOU PRE-REGISTER OCT. 17 - JAN. 5!

Fitness Tracker: 50 points/submission
Earn points any time you exercise for more than 15 minutes.

Healthy Selfie: 50 points/submission
Submit a photo of you eating healthy or engaging in a healthy activity.

Water Consumption: 50 points/submission
Track the amount of water you drink each day.

Teach Healthier MyPlate Lesson: 50 points/submission
Use the MyPlate lesson on the Teach Healthier App to teach your children or students how to build a healthy, balanced meal. Earn 50 points per child or student holding their MyPlate activity card.

Healthy Group Activity: 500 points/submission
Grab another person or a group and do something healthy together!

Living Healthier Video Tutorial: 500 points
Our Living Healthier Coach Hotline provides free phone and text-based support for any Texan looking to make a healthy change. Watch the "What is the Living Healthier Coach Hotline?" video on YouTube and answer a few questions when you're through.

Sign a Pledge: 500 points
Sign a pledge to support your community and your health!

Teach Healthier App Lesson: 750 points/submission
The Teach Healthier App delivers fun nutrition and physical activity lessons you can teach to kids. Download the app and share a lesson with your children or students.

Mayor Challenge Video: 10,000 points
Have the Mayor of your city submit a video promoting the It's Time Texas Community Challenge.

It's Time Texas Community Event: 15,000 points/event
Rally your community! Put on a free, healthy event for 25 or more people in your city.

Questions? We've got answers at ittcommunitychallenge.com/faqs

IT'S TIME TEXAS | TEXAS IS BEST WHEN TEXANS ARE HEALTHY

H-E-B Helping Here

SNAP Supplemental Nutrition Assistance Program

This institution is an equal opportunity provider. This material was funded by USDA's Supplemental Nutrition Assistance Program -- SNAP. To receive assistance purchasing healthy foods, sign up for SNAP benefits at yourtexasbenefits.com.

FAQs

We've compiled a list of the most commonly asked questions to help you be successful in supporting your community during the It's Time Texas Community Challenge. We encourage you to review these, however, if you still have questions, feel free to contact us. Good luck in this year's Challenge!

General

What is the IT'S TIME TEXAS Community Challenge?

The It's Time Texas Community Challenge, presented by H-E-B, is a free 8-week, statewide competition in which Texas communities compete to see which communities can demonstrate the greatest commitment to healthy living! The 2020 Community Challenge kicks off on January 6th and ends at 5:00pm (CT) on March 1st.

Is my community participating?

If your community has a mayor, then it is in our system. To support your community, you simply need to register, which you can do here! (/register/step1)

How can my community compete with larger communities?

Did you know there are more than 3,000 cities and towns in Texas? With so many communities in our great state, we've created 5 size categorizes, which are based on community population, to try and pit similarly sized communities against one another. The population breakdown is as follows:

- Metro - 300,000+
- Large - 100,001 - 300,000
- Mid-sized 40,001 - 100,000
- Small - 5,001 - 40,000
- Extra Small - 1 - 5,000

How old do you have to be to participate in the Challenge?

It's Time Texas does not to collect or request personal information from people under 13 nor do we allow them to register. If you are under 13, please do not try to register on the It's Time Texas Community Challenge website or send any information about you to us, including your name, address, telephone number or email address. No one under the age of 13 can provide any personal information to It's Time Texas or on the It's Time Texas Community Challenge website. In the event that we learn that we have collected personal information from a child under the age of 13 without verification of parental consent, we will remove that information as quickly as possible. If you believe we have any information from or about a child under 13, please contact us.

What roles do IT'S TIME TEXAS & H-E-B play in the Challenge?

The Community Challenge is made possible by the generosity and support of H-E-B, along with our other Founding Allies, SNAP-Ed. The Challenge is an initiative created and managed entirely by It's Time Texas, an Austin-based 501(c)(3) nonprofit organization that champions the movement for a healthier Texas by making healthy lifestyles more accessible to all Texans. Our programs and partnerships empower Texans to lead healthier lives, build healthier communities, and contribute to a healthier state. All inquiries submitted through the contact form on the Community Challenge website will reach It's Time Texas staff, who will assist you. Our staff looks forward to helping with questions regarding the competition and website. H-E-B-specific inquiries should be submitted directly to them via the H-E-B website at www.heb.com (http://www.heb.com).

What Browser Should I Use?

Internet Explorer, particularly older versions of the browser, create known bugs and issues when using Community Challenge website. For that reason, **we strongly recommend that you do NOT use Internet Explorer** and instead use Chrome, Firefox, or Safari to view and interact with the Challenge website.

Can I upload more than one pledge for my school or community?

Multiple pledges can be uploaded to your account but you will only receive 500 points for the first pledge you upload. We encourage every pledge maker to make their own account and upload their pledge to maximize the most points possible for your school or community and participate in the Community Challenge. If you would like to receive points for more than one pledge that you have uploaded please contact support@ittcommunitychallenge.com (mailto:support@ittcommunitychallenge.com) for next steps.

Need Additional Support?

Please don't' hesitate to contact us if you have any questions or need additional support. The IT'S TIME TEXAS offices are open from 9-5, Monday - Friday, and we'll do our best to get back to you within 24 hours. Inquiries submitted over the weekend will be responded to by 5:00 pm the following Monday.

Registration & Profile Setup

If I participated last year, do I need to register again?

If you participated in last year's Community Challenge, you can reactivate your account. To get started, login using using the email and password you setup last year and follow the steps presented to you.

I don't see my community. What's up with that?

Fear not! Contact us (/contact) to let us know if you don't see your community listed. We'll happily get your community in the system. Please note that in order for a community to participate, it must have a mayor in term.

What if I work in a different community than I live?

You can only pick one community to represent, and points will only be awarded to the community you select to represent during registration.

How do I setup my profile?

As part of this year's registration process, you'll be presented with the option to earn an additional 250 points for your community by answering a handful of questions, which will complete your profile setup. If you skip this step during registration, you can complete it by logging in going to your user profile page, where you'll find a button encouraging you to complete your profile.

Can I change the community, district (if applicable) I'm representing after I've registered?

Yep. You can edit your account information via your user profile page when logged in.

School District Challenge

What's the School District Challenge and am I eligible to participate?

The School District Challenge is a separate, side-competition for school staff and faculty, as well as parents of students, in grades K-12. So, if you are a teacher, an employee of a school or district, or a parent of a student(s) in grades K-12, you're eligible to opt-in to participate. This means that by opting in, every time you submit a healthy activity and earn points, your school district will also receive credit for your points during this year's Community Challenge.

For example, Mrs. Jane Doe lives in Taylor and is a teacher at Austin ISD. During registration, she chooses Taylor as her community and selects to opt-in to the School District Challenge. During the first week of the Challenge, she uploads a Healthy Selfie, worth 50 points. Because she opted into the District Challenge during registration, she has earned 50 points for both Taylor AND Austin ISD. Had she not opted-in to the School District Challenge, those 50 points would only have been awarded to Taylor. Way to go, Mrs. Doe!

If you are NOT a teacher, an employee of a school or district, or a parent of a student(s) in grades K-12 then you are not allowed to, and should not, opt-in to represent a school district.

Can my school district participate?

Yes! We've pre-loaded a list of Texas schools and school districts, which was provided to us by National Center of Education Statistics. The list of districts is accessible to users who opt-in to the School District Challenge during registration.

If you don't see your school district on the list, please contact us (/contact) to let us know.

I'm eligible for the District Challenge but I forgot to opt-in when I registered. What can I do?

If you are eligible for the District Challenge but forgot to opt-in during registration, you can edit your user account and opt-in retroactively.

It's important to note that if you do forget to opt-in during registration but decide to do so at a later date, only those points you earn after you've opted-in will be awarded to your district. Points earned before you opted-in cannot be retroactively awarded.

Can I change the community, district (if applicable) I'm representing after I've registered?

Yes, however, any points you've earned for a community, and/or district (if applicable) beforehand are not transferable. You can edit your account information via your user profile page when logged in.

What's the School District Leaderboard?

The School District Leaderboard is a snapshot of the current rankings for the School District Challenge. Points associated with each district are the result of users who've opted in to represent their school district during this year's Community Challenge.

If you have any questions about the leaderboard, please email us at support@ittcommunitychallenge.com (mailto:support@ittcommunitychallenge.com).

Can I participate in the District Challenge, but not the Community Challenge?

No.In order to participate in the School District Challenge, you must also be participating in the Community Challenge, meaning you are required to represent a Texas community.

Earning Points & Content Moderation

How do I earn points?

There are a number of different ways to earn points for your community! To start, you must be a registered user, which will award your community 500 points (700 points during pre-registration)! Once registered you can log in and set up your profile for an extra 250 points. Then click Log Activity link to submit different activities to help your community compete for the crown!

Click here (https://itstimetexas.org/wp-content/uploads/2015/07/2020_CC_big_picture-1.pdf) to download our big picture pdf, which provides suggestions and ideas to help you earn points!

How is the content uploaded to the website moderated?

IT'S TIME TEXAS team members review content uploaded to the website every day to ensure that each upload adheres to the rules and regulations of the Community Challenge activities. At times, there are hundreds of activities uploaded to the website every day. During these more active periods, we're not always able to review it all in real time, but it will happen. Should we find uploads that do not meet the rules and regulations, we will delete it from the website, which will also remove any points previously awarded. Because of this, we encourage you to take extra time to make sure what you're uploading follows our guidelines. The specific rules for each activity type can be found on your community profile page.

Do I have to upload selfies to earn points?

No. We understand selfies aren't for everyone. So we've changed the criteria for posting a 'healthy selfie'. Where we used to require that you show your face when posting photos to earn points for your healthy activities, you now have a lot more flexibility. Face or no face, upload a photo that shows you in the act of eating a healthy meal, drinking water, or engaging in a healthy activity, and you'll earn points for your community. Whether it's a photo of the park you're walking in or a selfie of you taking a walk, it counts!

Will you notify me if you remove something I've uploaded?

In some cases, we do notify users of content removal, however, to keep up with the volume of activities uploaded by Challenge participants, this is not always an option. Content that is clearly outside of the rules and guidelines, or duplicated posts, will often be deleted without notice. Additionally, users who repeatedly upload incorrect and/or duplicated content and activities can be suspended or removed.

FitRankings & Using a Fitness App to Track Activity

Participants who wish to take advantage of this integration may do so when the Community Challenge kicks off on January 6th.

How Does FitRankings Work with the Community Challenge?

We're excited to once again partner with FitRankings (https://fitrankings.com), the first universal platform for connected fitness devices. With this innovative integration, Community Challenge participants can earn points for their Communities by logging workouts and activities with any of the connected fitness apps FitRankings supports (see full list below).

Participants who wish to take advantage of this integration may do so when the Community Challenge kicks off on January 6th.

What Fitness Apps or Devices are Supported by FitRankings

- Apple Health
- Strava
- MapMyFitness
- Fitbit
- Runkeeper
- Misfit
- GoogleFit
- Jawbone
- Polar
- Garmin
- Moves

What if I don't use a fitness app or own a wearable device?

Don't worry! We've created a fitness tracker of our own that you can use anytime you'd like to log a workout or bout of exercise. It's easy to use and doing so will ensure you can earn points for your community by getting active.

To access it, login and click the "Fitness Tracker" link, which can be found by hovering your cursor over the "Log Activity" link.

How to Connect

To use this feature, you'll need to create a FitRankings account, which will then all you to connect your fitness app or wearable devices to your Community Challenge profile. Once successfully connected, you'll automatically receive 50 points for up-to-two activities logged on your fitness app or wearable device daily.

Important: If you used this feature during last year's Community Challenge, and you've both not changed the email address associated with your account and are still using the same fitness app or wearable device, you are likely still connected and no further action is needed.

If you meet this criteria, you should see activities begin to show up in your activity log within the next 24-48 hours. If you do not see activities within the next 24-48 hours, you'll need to re-authenticate with FitRankings, which you can do by following the instructions in the "Returning Users" section below.

Step 1: FitRankings Registration or Login

New Users (i.e. you've never done this before)

1. Click the orange 'Connect a Device' button below, which will trigger a popup form
2. Enter the email address you want to use for your FitRankings account and click continue
3. Enter a password and your name and click the "Sign Up" button
4. See Step 2 below

Note: The email and password you use here does not have to be the same what you're using for your Community Challenge account.

Returning Users (i.e. you've used this feature during a previous Community Challenge)

If you used this feature during last year's Community Challenge, and you've both not changed the email address associated with your account and are still using the same fitness app or wearable device, you are likely still connected and no further action is needed. If you meet this criteria, you should see activities begin to show up in your activity log within the next 24-48 hours. If you do not see activities within the next 24-48 hours, you'll need to re-authenticate with FitRankings, which you can do by following the instructions below:

1. Click the orange 'Connect a Device' button below, which will trigger a popup form

2. Enter your email address and click continue
3. Enter the password you used when creating the FitRankings account you created previously and click the "Login" button. If you do not remember your password, you can click the "Forgot your password?" located below the login button.
4. See Step 2 below

Note: New and returning users can use the email and password you submit in this step to login to your FitRankings account, where you can see what's being tracked and force sync activities from your app or device to your account.

Step 2: Connecting Your Fitness App/Device

After completing step 1, you'll be presented with a list of fitness apps that you can use to earn points for your community during this year's Challenge:

1. Click the 'Connect' button next to the fitness app you prefer to use
2. Follow the instructions provided in order to verify access to your fitness account and give permission for Community Challenge website to check for workouts logged.

Once you've successfully completed this step, you'll be redirected back to your Community Challenge user profile.

If you see an orange 'Connected!' button, or if within 24-48 hours you're seeing fitness activities show up in your activity log above, you're good to go!

Note: The instructions vary slightly from app-to-app but all require that you login to your fitness app or wearable device account in order to give permission to share your fitness-related data with FitRankings and the Community Challenge.

Troubleshooting FitRankings

What Browser Should I Use?

Internet Explorer, particularly older versions of the browser, create known bugs and issues when using Community Challenge website. For that reason, **we strongly recommend that you do NOT use Internet Explorer** and instead use Chrome, Firefox, or Safari to view and interact with the Challenge website.

Can't Connect?

If you do not see the orange "Connect" button on your account page when logged into the Community Challenge website, we recommend you double check that you're viewing the website using Chrome, Firefox, or Safari and **not Internet Explorer.**

If you still don't see the orange "Connect" button, we recommend that you clear your browser's cache and browsing history and then login again to the Challenge website.

If that doesn't work, please feel free to contact us and we'll try to help you troubleshoot.

Fitbit and Apple Health Users

Fitbit and Apple Health users who don't see activities successfully imported from FitRankings to the Challenge website will need to login to their FitRankings account and click the "Sync Now" button in order to ensure data from your Fitbit or Apple Health account is pulled into your FitRankings account, which will ensure we have updated data when the Challenge website checks each night.

Connected but do not see activities in your "My Content" log?

If you've successfully connected your Community Challenge account to your FitRankings account but don't see any activities in the "My Content" section on your "My Account" page chances are that:

1. The Challenge website hasn't run its daily check for new activities from connected FitRranking users.

OR

2. The data from the fitness app or wearable device you're tracking with FitRankings didn't sync for the day. You can check this by logging into FitRankings.com (https://FitRankings.com) using the email and password you entered when you signed up to connect with FitRankings.

Once logged into FitRankings.com (https://www.fitrankings.com), you'll see the activity that's been tracked under the "My Feed" part of the webpage. If you don't see any new activity for the day, you can try to force it to check by clicking the "Sync Now" button under "My Devices".

Additional Questions?

For questions or issues regarding any of the apps and/or devices supported by FitRankings, please review FitRankings FAQs (https://fitrankings.zendesk.com/hc/en-us). If workouts aren't showing in your community challenge content log, we encourage you to login to your FitRankings account (https://www.fitrankings.com/signin) and request that it sync with your fitness app.

Please note that IT'S TIME TEXAS does not provide technical support for items related to specific fitness apps and wearable devices. Specific questions regarding technical issues, data syncing and storage, app and website glitches, and account access should be addressed with the app and/or device provider.

Winning Communities & Prizes

What do the winners receive?

The community with the most points in each size category will receive an $1,800 community grant to put toward future health-related efforts and four free registrations to the 2020 Healthier Texas Summit event! Prizes are distributed to city officials for them to decide how to utilize the funds and free Summit registrations.

The winning School Districts in each size category will receive a $500 grant to put toward future health-related efforts on their campus. They'll also receive a plaque.

When are the winners announced?

By the end of the competition, there will be tens of thousands of activities submitted to the Challenge website. In order to ensure that all of the content is valid and within our guidelines, we'll take a few days to review the site's content before announcing

the winners. Decisions by the Community Challenge judges are final in all matters. Winners will be announced on the IT'S TIME TEXAS Facebook page (https://facebook.com/itstimetx).

What are the Individual Incentive Prizes

We would love to reward the hard work and commitment that goes into participating in the Challenge. Individuals will be entered into drawings to win prizes when they reach over 1000 points during the competition. If you reach over 50,000 points by the end of the Challenge, you'll be entered into our drawing to win our grand prize.

Prizes will be awarded to people chosen at random from a pool of participants who reached over 1000 points. Drawings will take place weekly and be announced on Facebook (https://www.facebook.com/itstimetx) (https://www.facebook.com/itstimetx)(@itstimetx) (https://www.facebook.com/itstimetx). You can also find out about prizes being offered! Be sure to 'like' our Facebook page (https://www.facebook.com/itstimetx) and tag @itstimetx and be a part of the fun throughout the Community Challenge!

Watch your healthy actions lead you towards personal well-being and contribute to a healthier community! The more activities and selfies you log, the more chances you have to win.

So, be sure to submit your healthy actions on the website throughout the 8 weeks to be entered to win some great prizes.

IT'S TIME TEXAS (https://itstimetexas.org)

The Community Challenge is an initiative of IT'S TIME TEXAS. Learn more at itstimetexas.org. (https://itstimetexas.org)

(https://facebook.com/itstimetx)
(https://twitter.com/itstime)
(https://instagram.com/itstimetx)

Powered by:

H-E-B

This institution is an equal opportunity provider. This material was funded by USDA's Supplemental Nutrition Assistance Program -- SNAP. To receive assistance purchasing healthy foods, sign up for SNAP benefits at yourtexasbenefits.com (http://yourtexasbenefits.com/).

SNAP Supplemental Nutrition Assistance Program

City of Saginaw

Meeting Date: 1/7/2020

Staff Contact: Keith C. Rinehart
Director of Community Services

Agenda Items: (6)

E-mail: krinehart@saginawtx.org

Phone: 817-230-0351

SUBJECT:
Consideration and Action regarding Recommendation for Approval of Public Visual Art Policy and Procedures

---

BACKGROUND/DISCUSSION:
The City of Saginaw desires policies and procedures to encourage the display of public visual art within the City and to provide a mechanism for the inclusion of public art through the city in specific parks and outdoor public open spaces.

The purpose of this policy is to establish a Saginaw Art in the Community Program through which the City of Saginaw can acquire and accept artwork by commission, on loan or as a gift. This policy establishes the goals and objectives of the City's Saginaw Art in the Community Program and provides guidelines for acquiring existing artwork, commissioning artists to create new artwork for the City and sponsoring temporary art exhibits on City property. The policy applies to the acquisition and exhibition of all artwork loaned, donated to, purchased by, or commissioned by the City of Saginaw.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff Recommends the Approval of Public Visual Art Policy and Procedures which provides us a mechanism and a policy for the inclusion of public art through the city in specific parks and outdoor public open spaces.

ATTACHMENTS:

Description

Public Visual Art Policy
Art Display Agreement Loan
Art Display Agreement Transfer

Public Visual Art Policy and Procedures

City of Saginaw, Texas

1. **Mission:**

The City of Saginaw desires policies and procedures to encourage the display of public visual art within the City and to provide a mechanism for the inclusion of public art through the city in specific parks and outdoor public open spaces.

The purpose of this policy is to establish a Saginaw Art in the Community Program through which the City of Saginaw can acquire and accept artwork by commission, on loan or as a gift. This policy establishes the goals and objectives of the City's Saginaw Art in the Community Program and provides guidelines for acquiring existing artwork, commissioning artists to create new artwork for the City and sponsoring temporary art exhibits on City property. The policy applies to the acquisition and exhibition of all artwork loaned, donated to, purchased by, or commissioned by the City of Saginaw.

2. **The Saginaw Art in the Community Program**

   a. *Goals and Objectives:* The goals of the Public Art Policy are to promote public art to enhance, enliven and enrich the City while reflecting the values of the community. The program objectives are to:

      i. Provide an opportunity for public art and artistic expression within the community;
      ii. Allow public art as a vehicle to express the City's history and cultural heritage;
      iii. Strengthen the community's sense of spirit, pride and community values;
      iv. Generate cultural tourism and create economic impact;
      v. Utilize resources efficiently and provide for sustainability;
      vi. Enhance community identity and pride;
      vii. Provide the highest quality artwork available, promoting excellence and demonstrating diversity and variety of media;
      viii. Increase public exhibition opportunities for artists who live or work in and around Saginaw;
      ix. Encourage public participation and interactions with public spaces;
      x. Enrich the public environment for both residents and visitors through incorporation of the arts; and
      xi. Strive for diversity, reflecting the social, ethnic and cultural fabric of the city.

   b. *Funding:* Public art projects may be funded through a variety of sources approved by the City Council, including:

      i. Public funds;
      ii. Private Contributions;
      iii. Grants;
      iv. Corporate Sponsorships;
      v. Matching Gifts;
      vi. Development Fees;
      vii. Gifts of art; and
      viii. Fundraising.

c. *Administration:* The Keep Saginaw Beautiful Committee (KSB) shall administer the Saginaw Art in the Community Program, coordinating with other City agencies and committees as necessary. KSB will:
    i. Participate in identifying and developing possible public art sites for City Council approval;
    ii. Draft and distribute Calls for Artists, stating project goals and site plan;
    iii. Convene Art Selection Panels as needed;
    iv. Participate in all City Council meetings where public art is discussed;
    v. Prepare and monitor all tracking documents, including artist records, art inventories, and contracts;
    vi. Coordinate all physical and logistical components of artwork installations;
    vii. Coordinate preparation of all necessary signage, including identification labels and/or plaques;
    viii. Coordinate publicity and media attention for artwork installations;
    ix. Serve as a conduit between artists, project and building managers, City staff and others as necessary to ensure a trouble-free flow;
    x. Serve as resource, guide, and counsel to the City Council and City staff regarding all issues related to the Saginaw Art in the Community Program;
    xi. Present an annual report to the City Council on the Saginaw Art in the Community Program accomplishments of the prior year and plans for the coming year; and
    xii. Conduct a bi-annual review during odd years of all holdings in the art collections. During this review KSB will:
        1. Inventory the collection;
        2. Examine the condition of each piece to determine any restoration or preservation needs; and
        3. Examine the display or storage conditions of each piece.

d. *Maintenance, Protection, and Display of Artwork:* The City will be responsible for the proper maintenance, protection, and display of all artwork accepted by the City as part of the Saginaw Art in the Community Program. These activities will be conducted in accordance with any written instructions provided by the artist/donor at the time of delivery of the work to the extent feasible. In fulfilling these duties, the City will:
    i. Exert reasonable efforts to protect the artwork from theft, vandalism, and other damages;
    ii. Maintain insurance policies providing coverage for theft vandalism, or other damages to the artwork;
    iii. Exert reasonable efforts to ensure that acquired artwork is available for public viewing - and when available for public viewing, displayed in an appropriate and respectful manner; and
    iv. Provide official acknowledgement of receipt of artwork to artist or donor.
    v. The City will not intentionally destroy, damage, alter, modify, or otherwise change a piece of artwork accepted by the City as part of the Saginaw Art in the Community Program. If any alteration occurs after receipt of the work by the City, the artist has the right to request that the work no longer be represented to be the work of the artist.

e. *Types of Projects*
    i. PUBLIC ART COMMISSIONED BY THE CITY: From time-to-time, the City may desire to commission public art projects. Any art projects initiated by the City shall follow the process for review as outlined in these policies and procedures.
    ii. DONATIONS OR LOANS OF ARTWORK: The City provides an opportunity for donation or loans of artwork for display on public property. Any individual, group, or corporation interested in donating or loaning artwork for display shall follow the policies and procedures outlined in this document. Any donations or loans must occur under the following terms:
        1. All donations and loans shall be reviewed by the City of Saginaw and approved
        2. As part of the approval process, the owner or owner's representative of the project will be required to enter into an Art Display Agreement. This agreement shall outline the length of the loan or statement of donation, location, maintenance requirements, cost responsibility, insurance, value of artwork, installation and removal responsibility, and other items not specifically mentioned. If ongoing maintenance requirements, cost responsibility, or other obligations are the burden of the owner or owner's representative, then the sustainability of the owner or owner's representative shall be added as a condition of review.
        3. All siting decisions shall be made by the City Council, with input from the KSB.
        4. All donated works become part of the City's art collection and, as such, may be relocated or removed from display at any time.

3. Process for Review

a. *Review/Approval Process:* Applications for public review must meet the submission requirements outlined below. Once an application is received by the City, it will be scheduled for an upcoming KSB meeting when agenda time is available. Then if approved, it will be scheduled for an upcoming City Council meeting when agenda time is available. It is anticipated that this process should take between 31-60 days, but may take longer as needed. The review process shall be as follows:
    i. The application and its contents shall be forwarded to the KSB.
    ii. The KSB Committee shall convene a meeting and provide a recommendation regarding the application to the City Council. The recommendation shall include all of the comments received during the review period and a summary of the recommendations.
    iii. Acceptance of the application by the KSB. The KSB shall review the application and direct staff to proceed with the review procedures.
    iv. The application / project will be scheduled for an upcoming City Council meeting for review and potential approval.
    v. The City Council shall review the application and recommendation from the KSB to make a final decision on the application.
    vi. Conflict of Interest Statement: In no event shall the application or representative of the applicant be part of the KSB committee.

b. *Submission Requirements:* Applications will not be deemed acceptable unless accompanied with the following information:
    i. A photo, drawing or sketch of the art piece.

ii. Estimated cost of construction and design and proposed funding sources.
iii. Description of the materials used to create structure including materials needed to display/secure the structure.
iv. Dimension of the structure including appropriate base materials needed.
v. Description, including materials, dimensions, working and location, of interpretive signage for the structure.
vi. Statement of regarding relationship to proposed site including aesthetic, cultural or historic ties.
vii. An estimate of design lifespan of the structure and potential annual maintenance needed to maintain structural integrity.
viii. Statement as to whether the work is unique or duplicates other work.
ix. Proposed construction methods.

c. *Guidelines for Review:* The KSB Committee and City Council will consider the following criteria in its review of all art on public parks and open spaces:
   i. The City's overall collection shall strive for diversity in style, scale, media and artists.
   ii. If the structure is to be erected outdoors, the physical condition of the structure should be considered in terms of durability in an outdoor setting. Any requirements for immediate or future conservation should be noted.
   iii. The structure must add interest and meaning to the environment in which it is placed. It must be compatible in scale, material, form and content with its surrounding and for an overall relationship with the site. Structure must conform to any existing Master Plan for the site.
   iv. The structure must have social, cultural, historical or physical context to the site and/or community, either existing or planned.
   v. Structures who messages are exclusively religious in nature will not be accepted.
   vi. Structures whose messages are exclusively political in nature will only be considered if the political message is of historical context.
   vii. Structures that will provide burdensome maintenance costs on the City, according to its discretion, will not be accepted.
   viii. Structure shall provide overall artistic merit, creativity, and vision (originality, ambition, connection with people and region, technical competence and craftsmanship).
   ix. Message and content shall be judged by generally accepted community standards.
   x. Preference given to work created by local and regional artists.
   xi. Artist's background and ability.
   xii. Pertinence to local people, history, events and cultural and ethnic heritage or related to location.
   xiii. Support and collaboration for the project.
   xiv. No conflict of interest with funding sources.
   xv. Clear title of ownership.
   xvi. Must meet City Codes and Ordinances.
   xvii. Avoid over-representation by any one artist.
   xviii. Prioritized list of sites and localities.
   xix. Public Safety.
   xx. Artworks should not block windows or entranceways, nor obstruct normal pedestrian circulation in and out of a building, on a sidewalk or path.

xxi. Art should not be placed in a given site if the landscaping and maintenance requirements of that site cannot be met on a long-term basis.

4. Acquisitions:

The following policies apply to the acquisition of art by the City for the City's permanent art collection:

a. *Artist Selection Process*

i. The KSB serves as the preliminary review, advisory and recommending body for a Public Art project. The City Staff assists the KSB chair in presiding over meetings and overseeing the artist selection process. The KSB interviews and selects an artist to recommend for the project.

ii. KSB reviews are scheduled in advance and open to observers who wish to attend. The KSB chair or City Staff instructs committee members on the duties and responsibilities relating to the project.

iii. Committee members should verify that they have no conflict of interest relative to the project. If the KSB cannot reach a consensus on an artist, it takes a vote, with the majority carrying the decision. Each Committee members has one vote, and no Committee members has the right of veto.

iv. The City Council has final authority to approve the artist and can accept or reject the KSB's recommendation.

b. *Contractual Agreements:* Upon final approval of the artist by the KSB, the City Staff negotiates with the artist using the City contract developed specifically for this purpose.

c. *Design Development and Review:* The following process guides the design development and review of a public art project:

i. After selection but prior to design development, the artist meets with the KSB or the City Staff to discuss the scope of the project.

ii. The artist gathers information and conducts research, solicits community input if appropriate and begins preliminary designs.

iii. The KSB or City Staff responds to the artist's draft designs and provides feedback.

iv. After the artist has created a fully developed design for the artwork, it may be shared with the public.

v. The artist's final design is brought before the City Council prior to the execution of any agreements for fabrication of the design. The City Council is the final authority in the design review stage.

vi. The City Staff may hold a final meeting of the KSB to obtain feedback on the process and interview members about lessons learned.

d. *Project Completion:* At the completion of a project, the following procedures apply to the transfer of project responsibility to the Municipal Art Collection:

i. Within 15 days following the completion of the artwork installation, the artist provides a transfer of title document.

ii. As a condition of final payment to the artist, the artist must send a letter documenting fabrication methods, artistic intent and routine and cyclical maintenance requirements.

iii. Upon project completion, the City Council recommends to the citizens final acceptance of the artwork into the Municipal Art Collection.

e. *Artwork Selection Criteria:* Artistic integrity and highest quality of aesthetic experience will be the primary considerations in the selection of public art in Saginaw. The following criteria shall be applied by KSB in the selection process:
    i. MEDIA: All visual art forms and materials consistent with the purpose of acquisition will be considered.
    ii. QUALITY: Artwork shall be of lasting value and artistic merit that will enhance the City's collection.
    iii. AUDIENCE: The artwork will be suitable for display to a diverse audience including children. It should enhance its setting and help create a sense of place. The City may not acquire public art that would, when displayed, create a hostile work environment for public employees.
    iv. STYLE: The artwork should be suitable in scale materials and form for its surroundings, or capable of being suited in a variety of public areas. Artwork selected for the City's collection should advance the purpose specified by KSB at the time an acquisition project is undertaken
    v. RANGE: Artwork may be functional or non-functional; conceptual or tangible; portable or site-specific; folk art, craft or fine arts; temporarily or permanently installed
    vi. CONDITION AND PERMANENCE: The artwork will be of materials and method of construction suitable to the setting. Artwork for outdoor exhibition will be resistant to theft, vandalism, weathering, and constructed to avoid extensive maintenance and repair. At the time of acquisition, the artwork will be in good condition or worthy of restoration.
    vii. TECHNICAL FEASIBILITY: The City will consider only such artwork for commissions those artwork proposals it finds likely to be completed according to design. The City will only select artworks for which it has an immediate location or storage capacity.
    viii. FISCAL FEASIBILITY: The City will consider only such artworks for which it poses adequate funding for appropriate display, maintenance, insurance and safeguarding. Prior to acceptance of a work, an estimate based upon past experience or knowledge of maintenance expenses associated with the proposed artwork shall be presented to the City Council by KSB in its Acquisition Recommendation.
    ix. PUBLIC SAFETY: The City will not consider works that the City determines may pose a threat to public safety.

f. *Acquisition Methods:* Artwork may be acquired by purchase, commission, donation, or long-term loan as follows:
    i. PURCHASE: When an existing artwork satisfies the selection criteria of the Saginaw Art in the Community Program or a specific public art project, KSB may recommend that the City Council authorize direct purchase of the artwork.
    ii. COMMISSION: Based on a recommendation from KSB, the City Council may award commissions by competition or invitation. The selected artist would be commissioned to create original work consistent with the artist's proposal. Commissions may be awarded as follows:
        1. <u>Juried invitational:</u> Artists may be chosen through a competition, for which selected artists are invited to submit proposals according to criteria established by KSB or the City Council. Such criteria will reasonably expedite the goals of the competition without unduly excluding qualified participation.

2. Open Competition: Artists may be chosen through a competition whereby all artists are invited to submit their qualifications (RFQ) as demonstrated by past work, past experience with public art, and successful completion of previous projects similar in scope and demand. Those artists meeting the qualification requirements established by KSB or the City Council will then be asked to submit a proposal; or
3. Invitation: Artists chosen by KSB or a duly authorized Art Selection Panel on the basis of their qualifications, as demonstrated by past work, past experience with public art, and successful completion of previous projects similar in scope and demand will be asked or paid to develop a proposal.

iii. DONATION: KSB may recommend that the City Council accept artwork offered as a contribution to the City by a citizen if the work satisfies Saginaw Art in the Community Program selection criteria and an appropriate site exists to exhibit the work.

iv. LOAN: When an existing artwork satisfies Saginaw Art in the Community Program selection criteria and is suited to a particular purpose or is well-suited to a particular site, KSB may recommend that the City Council authorize the City to borrow the work from the artist or owner. The terms of the loan, including the periods for which the work is loaned, any instructions for proper care and maintenance of the work, and all relevant insurance arrangements, shall be specified in a Loan Agreement.

g. *Ownership of Purchased, Commissioned or Donated Artwork*

i. Artwork purchased, commissioned, or accepted as a donation will be the property of the City of Saginaw. Title for each work will be transferred to the City as necessary.

ii. Upon acquisition of an artwork, the relationship between the City and the artist will be defined by a contract addressing the terms of the acquisition, any instructions for proper care and maintenance of the work, and any special agreements regarding copyright, reproduction and resale issues, and/or manner in which the work may be deaccessioned.

h. *Responsibilities of Artists/Donors*

i. When an artwork has been selected for inclusion in the Saginaw Art in the Community Program, the artist or donor must agree to:

1. Sign and abide by the terms stated within the Acquisition Contract;
2. Execute, complete and deliver the work at agreed upon date and time;
3. Maintain an effective working relationship with the project team and City staff;
4. Advise KSB immediately of any significant changes to the scope, materials or design of the work after contract is signed (all changes must be reviewed and approved prior to completion);
5. Personally design and execute the work, working with City staff in connection with site preparation and installation, unless otherwise stipulated in the contract;
6. Warrant that the work is the original product of the designated artist's creative efforts and does not infringe on any third party's copyrights or other intellectual property rights; and
7. Correct or allow correction of any safety issues not foreseen in the installation of the artwork, or that develop after the artwork has been on public view.

i. *Criteria for Artwork Placement:* When identifying the proposed location of artwork, KSB shall consider the following:
    i. Public Safety;
    ii. Visibility;
    iii. Lighting;
    iv. Traffic patterns, interior, exterior, foot and auto;
    v. Function of the existing facility or site;
    vi. Relationship of the proposed artwork to pre-existing artworks on the site;
    vii. Future development plans for the area:
    viii. Landscape design;
    ix. Environmental assessment;
    x. Public accessibility;
    xi. Appropriateness of the physical characteristics of the site; and
    xii. Relationship of the social and cultural identity of the immediate local community.

j. *Public Safety:* No Artwork will be displayed before the City has inspected it and ascertained that it poses no threat to public safety. Through evaluation by qualified staff, the City will ascertain that no aspect of the installed artwork creates a substantial risk of injury when the work and any adjacent property are used with due care and in a reasonably foreseeable manner. The City will further ascertain that installation of the work will not pose a substantial or unreasonable risk of serious bodily harm to persons near the work or on adjacent property with due care appropriate to their age in a reasonably foreseeable manner. After an artwork has been installed, the City will monitor the installation as needed to ensure that no such risks are created due to changed circumstances.

k. *Removal of Public Art:* The City shall remove and dispose of works of art when it finds such action to be in the public interest based on the following:
    i. The artwork has no relevance to the collection or serves no exhibition function.
    ii. The artwork has been vandalized and is unable to be repaired for any reason, including physical, structural or financial reasons.
    iii. The artwork no longer meets the current standards for public art.
    iv. The artwork is no longer repairable or is in a seriously deteriorated condition.
    v. Due to the concerns for public safety if an artwork becomes a hazard or a public liability.
    vi. Removal should not be based on current fashion or taste. Recommendations for removal of public art shall be directed to the City Council. If the City Council determines a review is appropriate, it shall follow the same procedures as outlined for the application for new artwork.

l. *Deaccession of City-owned Artwork:* The City of Saginaw recognizes that the deaccession of artwork must be handled with great care, as concern that public art might be disposed of to pay operating expenses or satisfy changing desires of the City could discourage potential donors or artists. Moreover, haphazard deaccession could cause irreparable harm to the City's collection. The City of Saginaw has a fiduciary obligation to maintain the collection for the benefit of its citizens. KSB may recommend that an artwork should be permanently removed from the City's collection according to the procedures that follow:
    i. CRITERIA FOR SELECTING WORKS FOR DEACCESSIONING. A work may be deaccessioned if at least one of the following applies:

1. The city cannot properly care for or store the work;
2. Security of the artwork can no longer be reasonably guaranteed;
3. There is no suitable site for relocation of a work that must be moved;
4. Maintenance costs are higher than can reasonably be absorbed by the City;
5. The artwork requires repairs that are unfeasible;
6. The artwork's condition requires restoration in excess of its aesthetic value;
7. The work is so deteriorated that restoration would prove unfeasible or misleading;
8. It, as erected, the artwork poses risks to public safety not identified in the selection process;
9. It is determined that the work lacks significant aesthetic, historical and/or cultural value;
10. The City's collection contains a large quantity of work by a single artist of minor stature (in such case, KSB may find it sufficient to retain only a representative collection;
11. The work is determined to be a duplicate (e.g. prints or multiples) of lesser quality than other works in the collection;
12. The work is determined to be a copy or pastiche without significant historical, documentary, or aesthetic value; or
13. The work is determined to be a forgery or fake. KSB is responsible for ensuring that any such forgery or fake is identified as such when it leaves the City's collection.

ART DISPLAY AGREEMENT

This Art Display Agreement ("Agreement") is made and entered by and between the City of Saginaw, Texas, Municipal Corporation ("City"), the Keep Saginaw Beautiful Committee ("KSB"), and _____ ("Artist") (collectively the "Parties") on the terms and conditions set forth below.

WHEREAS, the City has established the KSB to promote, sustain and cultivate public art through the display of art pieces at Display Sites in Saginaw, Texas; and

WHEREAS, the City has established Display Sites for the placement of art throughout Papillion ("Display Sites"); and

WHEREAS, in exchange for the promotion of the arts, Artist desires to lend, at no cost to the City and the KSB, his/her Artwork (depicted and attached hereto as Exhibit "A" in its final format) for display at the Display Site designated below; and

WHEREAS, the Artist is qualified and able to perform the services as described in this Agreement; and

WHEREAS, the City and the KSB has investigated and determined that it would be beneficial and in the best interests of the City and its citizens to allow the Artist to place the Artwork at the Display Site to promote visual arts in the City on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, the Parties hereby agree as follows:

1. **Artwork.** Artwork is defined as including, but is not limited to, paintings, drawings, murals in any media, stained glass, statues, bas relief or other sculptures; environmental artworks or public places designed by Artists; monuments, fountains, arches or other structures of a permanent or temporary character intended for ornament or commemoration, integrated and functional architectural elements designed by the Artist, video and other media-based works.

   Artist agrees to, at no cost to the City and KSB, lend his/her Artwork for display at a Display Site. All modifications or additions to the Artwork, subsequent to signing this agreement, shall be in writing, signed by both parties, and attached to this Agreement.

2. **Display Site.** The Artwork will be located at _____.

3. **Delivery/Loan Period.** Artist hereby agrees to loan the Artwork to the City for the time period of _____ through _____. Artist shall, at his/her sole cost and expense, be responsible for delivery and removal of the Artwork to and from the Display Site. The removal of the Artwork shall occur no later than _____ ("Removal Date"). Artist acknowledges and agrees that all Artwork submitted for display is subject to the final approval of the City prior to any placement or installation of Artwork at the Display Site. The City reserves the right to have the Artwork removed prior to the expiration of the Agreement if it is deemed at any time to interfere with the City operations or if the Artwork creates a health or safety hazard.

4. **Installation.** The Artwork shall be installed and incorporated into the Display Site pursuant to the display standards established by the KSB. The Artist shall provide to the City and the KSB a written description of the manner in which the Artwork should/will be installed, including a

statement of details addressing any preparatory work which must be performed, by the Artist, to prepare the site.

The City shall cooperate with the Artist in the preparation of the Display Site prior to installation; however, it shall be the responsibility of the Artist to apply for, pay for, secure and comply with the conditions and requirements of any and all costs associated with and related to the installation of the Artwork, including, but not limited to, permits that may be required by law for such installation.

5. **Maintenance of Artwork.** At all times the maintenance of the Artwork shall be the sole responsibility of the Artist. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of the Artists.

6. **No Security; Assumption of Liability and Waiver of Damages.** Artist acknowledges and agrees that the City and the KSB will not provide any security for the Artwork, and the City and the KSB shall not, for any reason, be liable for any lost, stolen and/or damaged Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Artwork. ARTIST HEREBY RELEASES THE CITY, THE KSB, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, THAT HE/SHE MAY HAVE WITH REGARD TO LOST, STOLEN AND/OR DAMAGED ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE ARTWORK AND/OR DISPLAY SITE.

7. **Removal of Artwork and Waiver of Damages.** Should Artist fail to remove the Artwork by the Removal Date, the City or the KSB shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City and the KSB. Artist shall be responsible for any and all costs and expenses associated with the City's and the KSB's removal of the Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Display Site as provided in this Paragraph. Furthermore, the Artist agrees to leave the Display Site in the same condition as it existed when the Artwork was installed and the Artist is responsible for making any and all necessary repairs to the Display Site in order to return it to its original state, as determined under the reasonable discretion of the City. ARTIST HEREBY RELEASES THE CITY, THE KSB, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES THAT HE/SHE MAY HAVE WITH REGARD TO, THE CITY'S AND THE KSB'S REMOVAL OF THE ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE DISPLAY SITE AS PROVIDED IN THIS PARAGRAPH.

8. **Insurance.** Prior to the installation of the Artwork, the Artist shall procure and maintain such comprehensive general liability insurance as will protect the Parties, and each of their respective officers, agents, employees and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by any of the Parties, or any of their respective officers, agents, employees or subcontractors performing any of the work during the life of this Agreement. The Artist understands that the Artwork or other property loaned to City will not be insured by the City or KSB, and that the Artist bears the risk of any loss or damage to the Artwork. The estimated insurance value of the Artwork is _____. The insurance policy procured shall name the City and the KSB as additional insured parties and shall require a thirty-day cancellation notice.

9. **Photographic Rights.** Artist hereby grants permission to the City and the KSB to photograph and/or videotape and/or to authorize others to photograph and/or videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping and additional non-commercial purposes such as, among others, educational, public relations and promotion of the arts.

10. **Artist and the City/KSB Relationship.** The Parties agree that the City and the KSB are not, under any circumstance, acting as Artist's agent, dealer and/or exclusive seller.

11. **Representations and Warranties Regarding Copyright.** Artist hereby warrants and represents that the Artwork is an original creation of Artist and will not infringe the copyright, trademark or other intangible rights of any third party.

12. **Termination/Waiver of Damages.** This Agreement may, at any time, be terminated for any reason or no reason at all. Should the City or the KSB terminate this Agreement, ARTIST HEREBY RELEASES THE CITY, THE KSB, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, HE/SHE MAY HAVE WITH REGARD TO THE CITY'S OR THE KSB'S TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ACTUAL AND/OR CONSEQUENTIAL DAMAGES.

13. **Indemnification.** ARTIST SHALL DEFEND, INDEMNIFY, SAVE HARMLESS, AND EXEMPT THE CITY, THE KSB, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE OBLIGATIONS AND PROVISIONS OF THIS AGREEMENT, THE VIEWING OF ARTWORK BY THE PUBLIC, OR ANY LEGAL CLAIMS OR ACTIONS ARISING OUT OF A NEGLIGENT ACT OR OMISSION OF THE CITY OR THE KSB, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES. This Paragraph shall survive the termination of this Agreement.

14. **Governing Jurisdiction.** This Agreement is governed by the laws of the State of Texas. Venue for any suit brought under this agreement shall be in Tarrant County, Texas.

15. **Default.** In the event Artist fails to comply with any of the provisions of this Agreement, the City and the KSB shall have the following remedies, in addition to the City's and the KSB's other rights and remedies:

    a. To immediately terminate this Agreement without any liability to the City or the KSB as previously provided herein; and/or

    b. To require the immediate cessation of the set up, operation and/or removal of the Artwork.

16. **Miscellaneous Provisions.**
    a. *No Third Party Beneficiaries.* Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

b. *Assignment.* This Agreement is not assignable without the prior written consent of the City and the KSB.

c. *Notices.* Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-delivery service. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist, to: _____

_____

_____

_____

If to the City, to: City of Saginaw
Attn: City Secretary
333 West McLeroy Blvd.
Saginaw TX, 76179

If to the KSB, to: Keep Saginaw Beautiful Committee
333 West McLeroy Blvd.
Saginaw TX, 76179

d. *Entire Agreement.* This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

e. *Counterparts.* This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.

f. *Authority to Execute.* The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

g. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

h. *Severability.* In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

ARTIST:

_____

_____

_____

_____

By: _____ Date: _____

Name: _____

Title: _____

KSB:
Keep Saginaw Beautiful Committee:
333 West McLeroy Blvd.
Saginaw TX, 76179
817-232-4640

By: _____ Date: _____

Name: _____

Title: _____

CITY:
City of Saginaw
333 West McLeroy Blvd.
Saginaw TX, 76179
817-232-4640

By: _____ Date: _____
Mayor of Saginaw

Exhibit "A"

Depiction of Artwork To Be Displayed

Name of Artist: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email Address: _____ Website: _____

Title of Artwork: _____

Medium Used: _____

Dimensions: _____

Installation Instructions/Description:

Additional Comments:

Dates Requested and Available for Display: _____

Photo of Artwork (Please attach or send by email to Keep Saginaw Beautiful Committee)

_____ _____

Signature of Artist Date

For Keep Saginaw Beautiful and City of Saginaw Only

Date Request Received_____ Date Reviewed for Display_____

Date Approved / Denied (Arts KSB)_____ Date Approved / Denied (Mayor)_____

Approved Display Dates_____

ART DISPLAY AGREEMENT
(Transfer of Art Work)

This Art Display Agreement ("Agreement") is made and entered by and between the City of Saginaw, Texas, Municipal Corporation ("City"), the Keep Saginaw Beautiful Committee ("KSB"), and _____ ("Artist") (collectively the "Parties") on the terms and conditions set forth below.

WHEREAS, the City has established the KSB to promote, sustain and cultivate public art through the display of art pieces at Display Sites in Saginaw, Texas; and

WHEREAS, the City has established Display Sites for the placement of art throughout Papillion ("Display Sites"); and

WHEREAS, in exchange for the promotion of the arts, Artist desires to convey, at no cost to the City and the KSB, his/her Artwork (depicted and attached hereto as Exhibit "A" in its final format) for display at the Display Site designated below; and

WHEREAS, the Artist is qualified and able to perform the services as described in this Agreement; and

WHEREAS, the City and the KSB has investigated and determined that it would be beneficial and in the best interests of the City and its citizens to allow the Artist to place the Artwork at the Display Site to promote visual arts in the City on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, the Parties hereby agree as follows:

1. **Artwork.** Artwork is defined as including, but is not limited to, paintings, drawings, murals in any media, stained glass, statues, bas relief or other sculptures; environmental artworks or public places designed by Artists; monuments, fountains, arches or other structures of a permanent or temporary character intended for ornament or commemoration, integrated and functional architectural elements designed by the Artist, video and other media-based works.

   Artist agrees to, at no cost to the City and KSB, lend his/her Artwork for display at a Display Site. All modifications or additions to the Artwork, subsequent to signing this agreement, shall be in writing, signed by both parties, and attached to this Agreement.

2. **Display Site.** The Artwork will be located at _____.

3. **Conveyance and Delivery.** Artist hereby agrees to convey the Artwork to the City. Artist shall, at his/her sole cost and expense, be responsible for delivery of the Artwork to the Display Site. Artist acknowledges and agrees that all Artwork submitted for display is subject to the final approval of the City prior to any placement or installation of Artwork at the Display Site. Title to the Art Work will transfer to the City immediately upon installation of the Artwork at the Display Site.

4. **Installation.** The Artwork shall be installed and incorporated into the Display Site pursuant to the display standards established by the KSB. The Artist shall provide to the City and the KSB a written description of the manner in which the Artwork should/will be installed, including a statement of details addressing any preparatory work which must be performed, by the Artist, to prepare the site.

5. **Maintenance of Artwork.** At all times the maintenance of the Artwork shall be the sole responsibility of the City.

6. **No Security; Assumption of Liability and Waiver of Damages.** Artist acknowledges and agrees that the City and the KSB will not provide any security for the Artwork, and the City and the KSB shall not, for any reason, be liable for any lost, stolen and/or damaged Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Artwork. ARTIST HEREBY RELEASES THE CITY, THE KSB, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, THAT HE/SHE MAY HAVE WITH REGARD TO LOST, STOLEN AND/OR DAMAGED ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE ARTWORK AND/OR DISPLAY SITE.

7. **Removal of Artwork and Waiver of Damages.** The City or the KSB shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City and the KSB. ARTIST HEREBY RELEASES THE CITY, THE KSB, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES THAT HE/SHE MAY HAVE WITH REGARD TO, THE CITY'S AND THE KSB'S REMOVAL OF THE ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE DISPLAY SITE AS PROVIDED IN THIS PARAGRAPH.

8. **Insurance.** Prior to the installation of the Artwork, the Artist shall procure and maintain such comprehensive general liability insurance as will protect the Parties, and each of their respective officers, agents, employees and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by any of the Parties, or any of their respective officers, agents, employees or subcontractors performing any of the work during the life of this Agreement. The Artist understands that the Artwork or other property loaned to City will not be insured by the City or KSB, and that the Artist bears the risk of any loss or damage to the Artwork. The estimated insurance value of the Artwork is _____. The insurance policy procured shall name the City and the KSB as additional insured parties and shall require a thirty-day cancellation notice.

9. **Artist and the City/KSB Relationship.** The Parties agree that the City and the KSB are not, under any circumstance, acting as Artist's agent, dealer and/or exclusive seller.

10. **Representations and Warranties Regarding Copyright.** Artist hereby warrants and represents that the Artwork is an original creation of Artist and will not infringe the copyright, trademark or other intangible rights of any third party.

11. **Termination/Waiver of Damages.** This Agreement may, at any time, be terminated for any reason or no reason at all. Should the City or the KSB terminate this Agreement, ARTIST HEREBY RELEASES THE CITY, THE KSB, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, HE/SHE MAY HAVE WITH REGARD TO THE CITY'S OR

THE KSB'S TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ACTUAL AND/OR CONSEQUENTIAL DAMAGES.

12. **Indemnification.** ARTIST SHALL DEFEND, INDEMNIFY, SAVE HARMLESS, AND EXEMPT THE CITY, THE KSB, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE OBLIGATIONS AND PROVISIONS OF THIS AGREEMENT, THE VIEWING OF ARTWORK BY THE PUBLIC, OR ANY LEGAL CLAIMS OR ACTIONS ARISING OUT OF A NEGLIGENT ACT OR OMISSION OF THE CITY OR THE KSB, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES. This Paragraph shall survive the termination of this Agreement.

13. **Governing Jurisdiction.** This Agreement is governed by the laws of the State of Texas. Venue for any suit brought under this agreement shall be in Tarrant County, Texas.

14. **Default.** In the event Artist fails to comply with any of the provisions of this Agreement, the City and the KSB shall have the following remedies, in addition to the City's and the KSB's other rights and remedies:

    a. To immediately terminate this Agreement without any liability to the City or the KSB as previously provided herein; and/or

    b. To require the immediate cessation of the set up, operation and/or removal of the Artwork.

15. Miscellaneous Provisions.

    a. *No Third Party Beneficiaries.* Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

    b. *Assignment.* This Agreement is not assignable without the prior written consent of the City and the KSB.

    c. *Notices.* Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-delivery service. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist, to: _____

_____

_____

_____

If to the City, to: City of Saginaw
Attn: City Secretary

333 West McLeroy Blvd.
Saginaw TX, 76179

If to the KSB, to: Keep Saginaw Beautiful Committee
333 West McLeroy Blvd.
Saginaw TX, 76179

d. *Entire Agreement.* This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

e. *Counterparts*. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.

f. *Authority to Execute.* The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

g. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

h. *Severability*. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

ARTIST:

_____

_____

_____

_____

By: _____ Date: _____

Name: _____

Title: _____

KSB:
Keep Saginaw Beautiful Committee:
333 West McLeroy Blvd.
Saginaw TX, 76179
817-232-4640

By: _____ Date: _____

Name: _____

Title: _____

CITY:
City of Saginaw
333 West McLeroy Blvd.
Saginaw TX, 76179
817-232-4640

By: _____ Date: _____
Mayor of Saginaw

Exhibit "A"

Depiction of Artwork To Be Displayed

Name of Artist: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email Address: _____ Website: _____

Title of Artwork: _____

Medium Used: _____

Dimensions: _____

Installation Instructions/Description:

Additional Comments:

Dates Requested and Available for Display: _____

Photo of Artwork (Please attach or send by email to Keep Saginaw Beautiful Committee)

_____ _____

Signature of Artist Date

For Keep Saginaw Beautiful and City of Saginaw Only

Date Request Received_____ Date Reviewed for Display_____

Date Approved / Denied (Arts KSB)_____ Date Approved / Denied (Mayor)_____

Approved Display Dates_____

City of Saginaw

Meeting Date: 1/7/2020

Agenda Items: (7)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action Regarding Acceptance of a Right-of-Way Dedication Deed and Temporary Construction Easement from Wal-Mart Real Estate Business Trust

---

BACKGROUND/DISCUSSION:
The Bailey Boswell Overpass project includes the construction of westbound turn lanes and driveway reconstruction on Walmart property. Acquisition of right-of-way and a Temporary Construction Easement (TCE) is required to facilitate the work.

The TCE provides for insurance requirements, construction phasing and restrictions on times when work may be performed so that disruption to Walmart's business is minimized. The TCE and insurance requirements will be included in the construction contract documents as part of the overall scope of work.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
It is recommended that City Council accept the Right-of-Way Dedication Deed and Temporary Construction Easements and authorize the appropriate filing in the Deed Records of Tarrant County.

ATTACHMENTS:

Description
Right of Way Dedication Deed
Temporary Construction Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTURMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RIGHT-OF-WAY DEDICATION DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

That **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, whose address is 702 S.W. 8th Street Bentonville, AR 72716, with a mailing addresses of Sam M. Walton Development Complex, 2001 S.E. 10th Street Bentonville, AR 72716-0550, Attn: Realty Management ("Grantor"), for and in consideration of TEN DOLLARS and other good and valuable consideration paid by the City of Saginaw, Texas ("Grantee"), a municipal corporation of Tarrant County, Texas, receipt of which is hereby acknowledged, does hereby grant, bargain and convey to said Grantee, its successors and assigns all of Grantor's interest (if any) in that certain land or parcels of land in Tarrant County, Texas, being described on Exhibit A below for the use and benefit of the public as a perpetual right-of-way for the passage and accommodation of vehicular and pedestrian traffic, and the right to construct, reconstruct, repair, relocate, operate and perpetually maintain public street and/or drainage and utility facilities, and all other facilities or purposes for which a public street and right-of-way is commonly used, together with all necessary appurtenances thereto, and with the right and privilege at any and all times, to enter said premises, or any part thereof, as is necessary for making connections therewith, or for the proper use of any other right granted herein, in upon and across, as more particularly described and depicted in the attached Exhibit A, which is incorporated herein by reference (the "Property"):

The Grantor, and Grantor's heirs, successors and assigns, reserve forever all oil, gas and minerals in and under, and that may be produced from, the above Property; provided, however, that Grantor waives the right to use the surface of the right-of-way and Grantor shall not explore for, produce or mine such minerals in any manner that would unreasonably interfere with Grantee's use of the right-of way.

TO HAVE AND TO HOLD that said Property unto the Grantee for the purposes herein set forth, so that neither Grantor nor any person or persons claiming under Grantor shall at any time have, claim or demand any right or title to the Property.

WITNESS MY HAND this 6th day of December, 2019

GRANTOR

By: **WAL-MART REAL ESTATE BUSINESS TRUST**

Name: _____

Title: Sr. Director Real Estate

ACKNOWLEDGEMENT

STATE OF ~~TEXAS~~ Arkansas §
COUNTY OF ~~TARRANT~~ Benton §

BEFORE ME, the undersigned authority, in and for the State of ~~Texas~~ Arkansas, on this day personally appeared T.R. Rose, ~~known~~ to me, or proved to me through _____ (describe the identity card or other document), to be the same person whose name is subscribed to the foregoing document and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of Dec, 2020.

Linda Stelljes
Notary Public, State of ~~Texas~~ Arkansas

[SEAL]

LINDA STELLJES
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
COMM. EXP. 12/01/2027
COMMISSION NO. 12703323

Linda Stelljes
Name of Notary Printed

12/01/2027
Notary's Commission Expires

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument dated the ___day of _____, 2020 to the City of Saginaw, Texas, has been duly accepted subject to all terms and conditions contained therein by the City Council, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

Dated: _____

_____
Todd Flippo, Mayor
City of Saginaw

ATTEST:

_____

Janice England, City Secretary

AFTER FILING, PLEASE RETURN TO:

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

EXHIBIT "A"

TRACT 1

BEING a tract of land situated in the Benjamin L. Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County, Texas and being part of Lot 1AR, Block A of Wal-Mart Supercenter at Saginaw Addition Lot 1RA and Lot 1RB, Block A, an addition to the City of Saginaw, Texas according to the plat thereof recorded in Cabinet A, Page 12355, Plat Records of Tarrant County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the north right-of-way line of W. Bailey Boswell Road (a variable width right-of-way) at the southwest corner of said Lot 1AR, Block A;

THENCE North 89°34'27" West, a distance of 346.02 feet to the **POINT OF BEGINNING**;

THENCE departing said north right-of-way line, the following courses and distances to wit:

North 45°25'33" West, a distance of 16.04 feet to a point for corner;

North 89°34'27" East, a distance of 22.23 feet to a point for corner;

South 57°51'38" East, a distance of 12.71 feet to a point for corner;

North 89°34'27" East, a distance of 78.14 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 3°39'42", a radius of 292.50 feet, a chord bearing and distance of South 76°29'37" East, 18.69 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 18.69 feet to a point for corner in said north right-of-way line, from which a 1/2" iron rod found at the intersection of said north right-of-way line and the southwest right-of-way line of N. Saginaw Boulevard (Business Highway 287, a 120-foot wide right-of-way) bears North 89°34'27" East, a distance of 1379.51 feet;

THENCE with said north right-of-way line, South 89°34'27" West, a distance of 117.88 feet to the **POINT OF BEGINNING** and containing 663 square feet or 0.0152 acres of land.

TRACT 2

BEING a tract of land situated in the Benjamin L. Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County, Texas and being part of Lot 1AR, Block A of Wal-Mart Supercenter at Saginaw Addition Lot 1RA and Lot 1RB, Block A, an addition to the City of Saginaw, Texas according to the plat thereof recorded in Cabinet A, Page 12355, Plat Records of Tarrant County, Texas and being more particularly described as follows:

RIGHT-OF-WAY ACQUISITION
TRACT 1 - 0.015 ACRES
TRACT 2 - 0.031 ACRES
BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

3/4/19

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET, UNIT 11
SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	Mar. 2019	069427000	1 OF 4

COMMENCING at a 1/2" iron rod found in the north right-of-way line of W. Bailey Boswell Road (a variable width right-of-way) at the southwest corner of said Lot 1AR, Block A;

THENCE North 89°34'27" West, a distance of 646.29 feet to the **POINT OF BEGINNING**;

THENCE departing said north right-of-way line, the following courses and distances to wit:

North 45°25'33" West, a distance of 9.19 feet to a point for corner;

North 89°34'27" East, a distance of 191.36 feet to a point for corner;

South 82°02'41" East, a distance of 44.59 feet to a point for corner in said north right-of-way line, from which a 1/2" iron rod found at the intersection of said north right-of-way line and the southwest right-of-way line of N. Saginaw Boulevard (Business Highway 287, a 120-foot wide right-of-way) bears North 89°34'27" East, a distance of 985.16 feet;

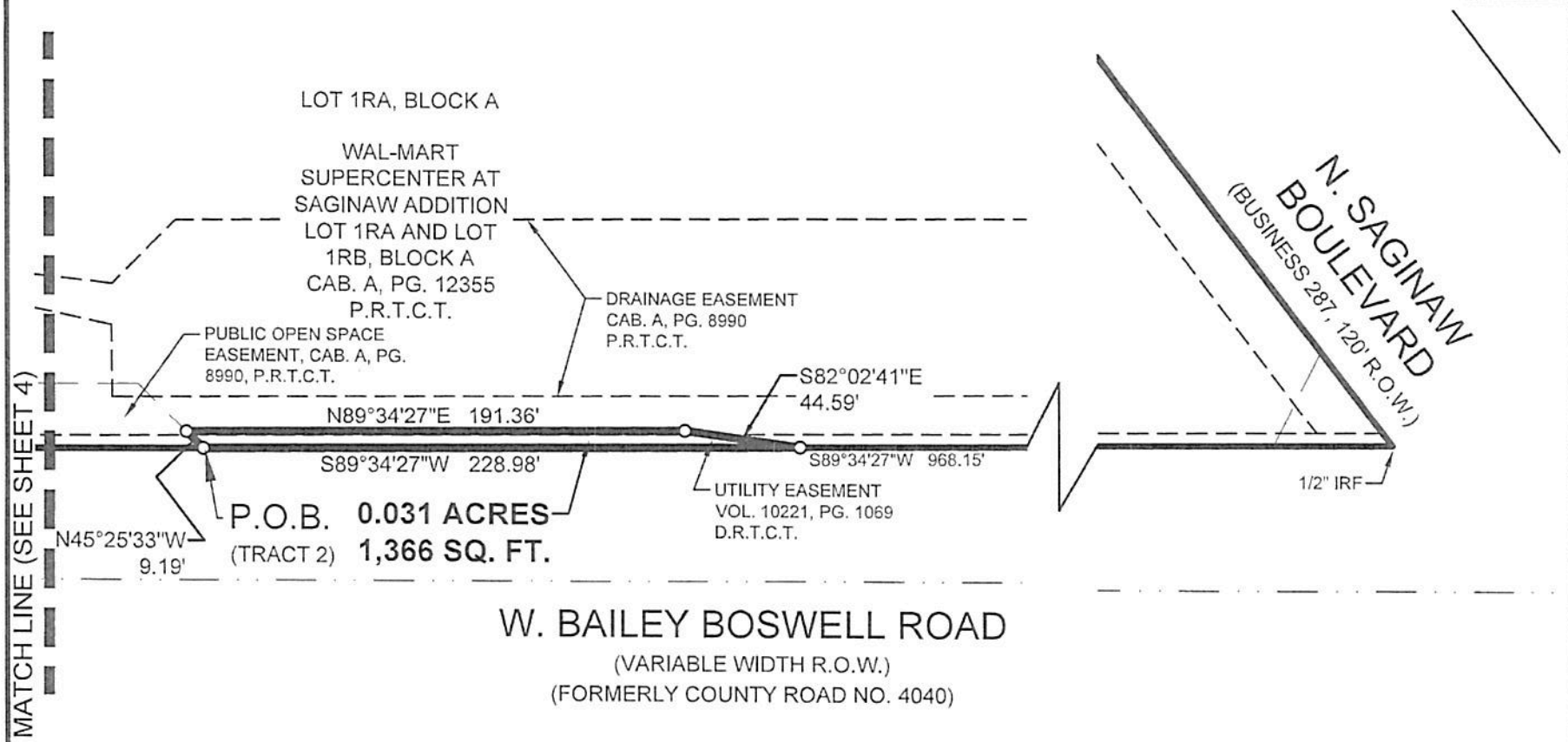
THENCE South 89°34'27" West, a distance of 228.98 feet to the **POINT OF BEGINNING** and containing 1366 square feet or 0.0314 acres of land.

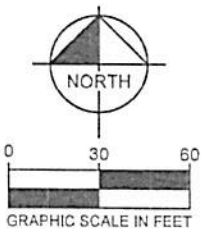
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

RIGHT-OF-WAY ACQUISITION
TRACT 1 - 0.015 ACRES
TRACT 2 - 0.031 ACRES
BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	Mar. 2019	069427000	2 OF 4





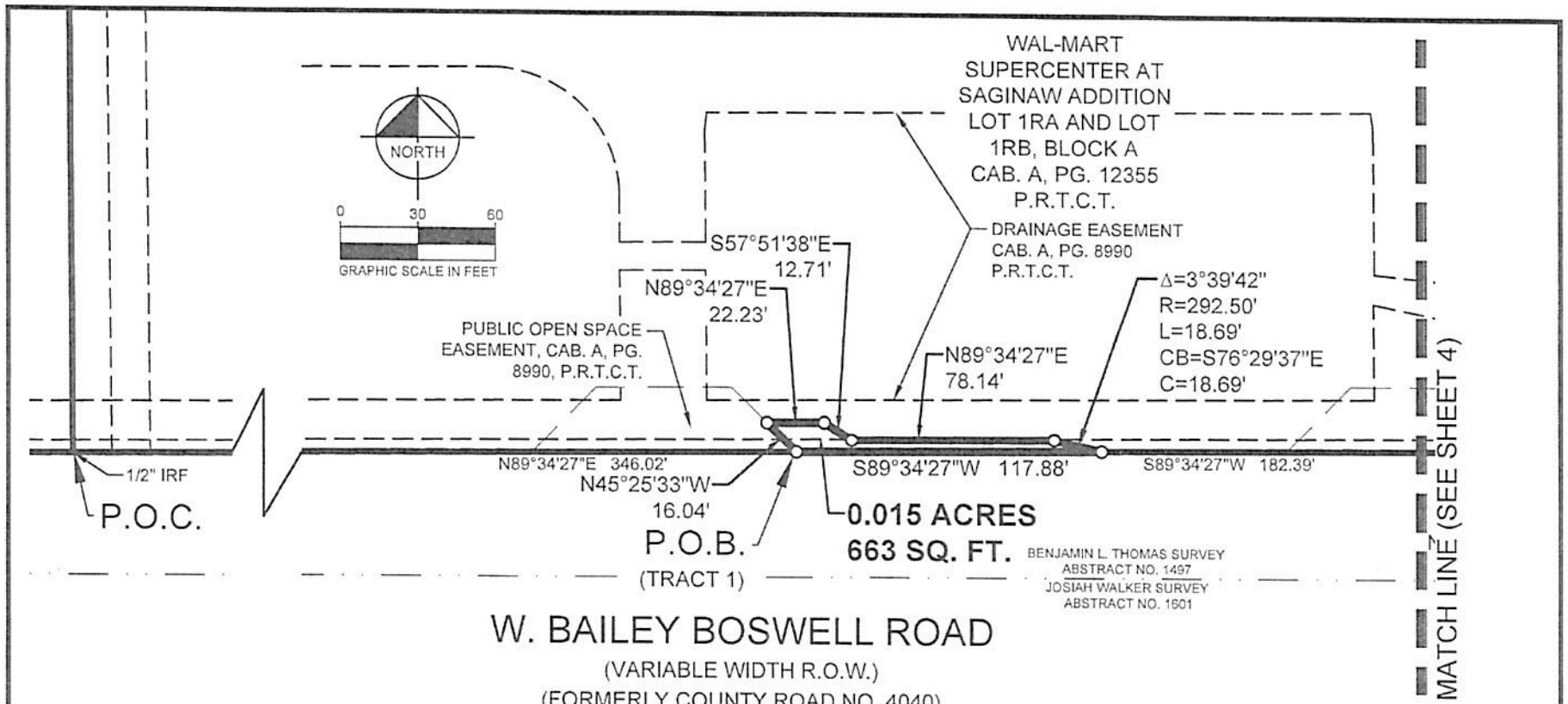
LEGEND
AD = Aluminum disk found
IRF = Iron rod found
O.P.R.T.C.T. = Official Public Records, Tarrant Co. Texas
D.R.T.C.T. = Deed Records, Tarrant Co. Texas

NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011). The coordinates shown are local surface coordinates.

RIGHT-OF-WAY ACQUISITION
TRACT 1 - 0.015 ACRES
TRACT 2 - 0.031 ACRES
BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SRD	DAB	Mar. 2019	069427000	4 OF 4



W. BAILEY BOSWELL ROAD

(VARIABLE WIDTH R.O.W.)
(FORMERLY COUNTY ROAD NO. 4040)

RIGHT-OF-WAY ACQUISITION
TRACT 1 - 0.015 ACRES
TRACT 2 - 0.031 ACRES
BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

LEGEND
AD = Aluminum disk found
IRF = Iron rod found
O.P.R.T.C.T. = Official Public Records, Tarrant Co. Texas
D.R.T.C.T. = Deed Records, Tarrant Co. Texas

NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011). The coordinates shown are local surface coordinates.

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SRD	DAB	Mar. 2019	069427000	3 OF 4

TEMPORARY CONSTRUCTION EASEMENT

THIS **TEMPORARY CONSTRUCTION EASEMENT** ("Agreement"), dated _____, 2020 is made by and between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, whose address is 702 S.W. 8th Street Bentonville, AR 72716, with a mailing addresses of Sam M. Walton Development Complex, 2001 S.E. 10th Street Bentonville, AR 72716-0550, Attn: Realty Management ("Grantor") and the **CITY OF SAGINAW, TEXAS**, whose address is 333 E. McLeroy Blvd., Saginaw, Texas 76179 ("Grantee"). The following statements are a material part of this Agreement:

WHEREAS, Grantor is the owner of two tracts of land depicted as Tract 1 and Tract 2 on **Exhibit A**, attached; and

WHEREAS, Grantee is the purchaser of a tract of land depicted as Tract 1 and Tract 2 on **Exhibit A**, attached; and

WHEREAS, Grantor wishes to quitclaim, and Grantee wishes to receive, a temporary easement over, under and across Tract 1 and Tract 2 solely for the purposes set forth herein.

THEREFORE, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Grantor quitclaims to Grantee a temporary, non-exclusive easement for the benefit of Grantee to reconstruct existing driveways over and across the real property described and depicted on **Exhibit A** (the "Easement"). Grantee, through its officers, employees and agents, at Grantee's sole cost and expense, shall have the right to enter upon the Easement in such a manner as may be reasonably necessary for the sole purpose as above written. This Easement shall expire upon the completion of Grantee's stated purpose, but, in no event, shall the Easement survive beyond September, 2020; provided, all Grantee's warranties, representations and indemnities shall survive the termination of the Easement and continue for the benefit and protection of Grantor for as long as possible under applicable law. In no event shall Grantee use this Easement in a manner which, in Grantor's sole discretion, interferes with Grantor's use of Tract 1 and Tract 2. Grantee also covenants and agrees that the Easement will not be used for the erection of any temporary structures. Grantor shall have the right, in Grantor's sole discretion, to relocate the Easement upon Grantor's property. Following termination of the Easement, Grantee shall provide Grantor written release and extinguishment, in recordable form, of all Grantee's rights in and to the Easement.

2. Grantee agrees to use due care in any use of the Easement, and in the construction, installation, repair, replacement and maintenance of Grantee's improvements, so as not to unreasonably disturb Grantor's use of Grantor's property. Grantee further agrees Grantee shall not interfere with Grantor's business operations while utilizing the Easement. Grantee covenants and agrees to properly maintain the Easement and keep same in good order, free and clear from rubbish. Grantee further covenants and agrees that all construction activities will be timed so as to not interfere with trucking schedules of Grantor, and that driveways damaged by Grantee's use of the Easement will be promptly replaced in accordance with Grantor's specifications at Grantee's sole cost and expense, and to Grantor's satisfaction. Notwithstanding the foregoing, routine maintenance, construction and use of the Easement shall be prohibited during the months of November and December and all work shall be completed by October 31st of the then-current year. Grantee covenants and agrees that Grantor's tract will not be used as a staging area and will not be used to store equipment, trucks, dirt, supplies, materials, rubble, spoil or any other materials of Grantee. Grantee shall not dig any open pits, trenches, borings or holes on or under the Easement. Grantee also covenants and agrees that no heavy trucks or equipment associated with the use of the Easement by Grantee shall utilize the entranceways, streets or roadways located on Grantor's property or the Easement without Grantor's prior written consent.

3. Following completion of work, if Grantee has removed or damaged any of Grantor's improvements, including but not limited to paving, sod, herbage, lighting standards, signage or landscaping within the Easement or otherwise on Grantor's property, Grantee shall at Grantee's sole cost and expense immediately restore the property injured by Grantee's activities to the same condition as existed previous to Grantee's entry upon the particular property.

4. Grantee, and Grantee's successors and assigns, shall indemnify, defend and hold harmless Grantor and Wal-Mart (as defined herein) from and against any and all losses, liabilities (including strict liability), claims, causes of action, damages, injuries, liens (including mechanic's liens and materialman's liens), expenses and costs, including without limitation reasonable attorney's fees of any settlement, judgment or claims of any and every kind whatsoever paid, incurred or suffered, in connection with any damage or liability to persons or property that might arise directly or indirectly during construction of Grantee's improvements, from use of Grantee's improvements by Grantee, its customers, suppliers, employees, and tenants or anyone else using the such improvements, or use of the Easement. Grantee further agrees that Grantee shall, at all times during the duration of this Agreement, maintain and pay for comprehensive general liability insurance affording protection to Grantor and Grantee, and naming Grantor, and Wal-Mart Stores, Inc., a Delaware corporation ("Wal-Mart"), as an additional insureds on the policy or policies for a combined bodily injury and property damage limit of liability not less than $5,000,000.00 for each occurrence. Grantee further agrees, upon request, to deliver to Grantor a certificate or certificates from an insurance company or insurance companies

satisfactory to Grantor evidencing the existence of such insurance and naming Grantor and Wal-Mart as an additional insured.

5. Grantee, and Grantee's successors and assigns, shall indemnify, defend and hold harmless Grantor and Wal-Mart from and against any and all losses, liabilities (including strict liability), claims, causes of action, damages, injuries, expenses and costs, including without limitation reasonable attorney's fees of any settlement, judgment or claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Grantor and/or Wal-Mart, and their respective successors and assigns, by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of, the construction of Grantee's improvements, use of Grantee's improvements by Grantee, its customers, suppliers, employees, and tenants or anyone else using the such improvements, the use of the Easement, or any claims the escape, seepage, leakage, spillage, emission, discharge or release of any hazardous substance resulting from the operations of Grantee upon or under any tract of land owned by Grantor including without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any hazardous substance.

6. In exercising any rights and privileges under this Agreement, Grantee shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements"). In addition to any other provisions of any Storm Water Requirements:

   A. Grantee shall, as required by any Storm Water Requirements, prepare a Storm Water Pollution Prevention Plan (the "Grantee SWPPP") for that part of the property owned by Grantor and shown on **Exhibit A** on which Grantee plans to conduct earth-disturbing activities. The Grantee SWPPP shall identify and describe the role of any other contractor, entity or individual contemporaneously undertaking earth-disturbing activities in complying with the Storm Water Requirements, and shall identify the manner in which Grantee and any such contractor, entity or individual shall coordinate to comply with the Storm Water Requirements and to avoid negatively impacting any erosion or sediment controls

during earth-disturbing activities. Grantee shall provide Grantor with a copy of the Grantee SWPPP prior to initiating any earth-disturbing activities.

B. Grantee shall, as required by any Storm Water Requirements, submit a "Notice of Intent" (as such term is commonly defined in the environmental compliance industry) or other permit application prior to initiating any ground-disturbing activities at the property owned by Grantor and shown on **Exhibit A** covering the number of acres which will be disturbed by Grantee. Grantee shall submit such Notice of Intent or other permit application regardless of whether Grantor or any agent or contractor of Grantor has also submitted any Notice of Intent or other permit application, unless any Storm Water Requirements expressly prohibit such submittal. Grantee shall provide Grantor with a copy of the Notice of Intent or other permit application prior to initiating any earth-disturbing activities.

C. If Grantee and Grantor, or any agent or contractor of Grantor, contemporaneously undertake any earth-disturbing activities, Grantee shall attend any weekly meetings held by Grantor, or any agent or contractor of Grantor, to review the requirements of any applicable permits, the Grantee SWPPP and other SWPPPs prepared for the property owned by Grantor and shown on **Exhibit A** to address any problems that have arisen in implementing the SWPPPs or maintaining Best Management Practices ("BMPs").

D. In the event Grantee, in exercising the rights and privileges of this Agreement requires the development and/or use of borrow, material, equipment or waste storage sites, Grantee agrees it shall, prior to the development and/or use of such sites, obtain any permits or approvals necessary for the legal use of such sites, and shall also comply with all laws, regulations and permit conditions applicable to such sites.

7. Grantee shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Grantee's employees, and (iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. Grantee shall fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of Grantee or any of its employees. Grantee shall, on a bi-annual basis during the term of this Agreement, conduct an audit of the I-9 Forms for its employees and shall promptly correct any defects or deficiencies which are identified as a result of such audit. Grantor may, in its sole discretion, terminate this Agreement immediately if, at any time during the term, (x) Grantee violates or is in breach of any provision of this paragraph or (y) the USCIS determines that Grantee has not complied with any of the immigration laws, statutes, rules, codes and regulations of the United States. Grantee shall require all

subcontractors performing any work on the Utility System to comply with the covenants set forth in this paragraph.

8. Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of Grantee's improvements. Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers.

9. If Grantee defaults in the performance of any provision contained in this Agreement, Grantor may terminate this Agreement following written notice and a fifteen-(15) day period during which Grantee shall have the opportunity to cure such default to Grantor's satisfaction. If Grantor terminates this Agreement under this provision, Grantee may exercise any and all remedies available at law or in equity.

10. Grantee acknowledges that it is Grantee's sole responsibility to obtain any governmental permits to perform any required maintenance checks, and to abide by any governmental regulations associated with the use, construction, patrolling, replacement and maintenance of Grantee's improvements, as applicable.

11. This Agreement may be executed in one or more counterparts (including by facsimile), all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first written above.

WAL-MART REAL ESTATE BUSINESS TRUST

ATTEST:

By: _____

By: _____

Its: Sr. Director Real Estate

Its: Assistant Secretary

City of Saginaw, Texas
("Grantee")

ATTEST:

By: _____
Todd Flippo, Mayor

_____
Janice England, City Secretary

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

On this 6th day of Dec., 2019, before me, the undersigned notary public in and for said County and State, personally appeared before me T.R. Rose, to me personally known, who, being by me duly sworn, did say that he/she is Sr. Dir. of **WAL-MART** , a Delaware statutory trust, and that the seal affixed to the foregoing instrument is the seal of said entity, and said Sr. Dir. acknowledged said instrument to be the free act and deed of said entity.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the 6th day of Dec, 2019 .

Linda Stelljes
NOTARY PUBLIC

My Commission Expires:

12/01/2027

LINDA STELLJES
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
COMM. EXP. 12/01/2027
COMMISSION NO. 12703323

ACKNOWLEDGEMENT

STATE OF TEXAS

) §§

COUNTY OF TARRANT

On this ____ day of _____, 2020, before me, the undersigned notary public in and for said County and State, personally appeared before me Todd Flippo, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Saginaw, and that said instrument was signed in behalf of said entity, and said Todd Flippo, Mayor of the City of Saginaw acknowledged said instrument to be the free act and deed of said entity.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the ___ day of _____, 2020.

_____

NOTARY PUBLIC

My Commission Expires:

_____

EXHIBIT A
Easement

See attachments behind

EXHIBIT "A"

TRACT 1

BEING a tract of land situated in the Benjamin L. Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County, Texas and being part of Lot 1AR, Block A of Wal-Mart Supercenter at Saginaw Addition Lot 1RA and Lot 1RB, Block A, an addition to the City of Saginaw, Texas according to the plat thereof recorded in Cabinet A, Page 12355, Plat Records of Tarrant County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the north right-of-way line of W. Bailey Boswell Road (a variable width right-of-way) at the southwest corner of said Lot 1AR, Block A;

THENCE along said right-of-way line, North 89°34'27" East, a distance of 244.02 feet to a point for the southwest corner of a public open space easement according to the plat recorded in Cabinet A, Page 8990, Plat Records of Tarrant County, Texas, also being the **POINT OF BEGINNING**;

THENCE departing said right-of-way line, and along said public open space easement, North 44°34'27" East, a distance of 35.36 feet to a point for corner;

THENCE departing said public open space easement, the following courses and distances:

North 00°25'33" West, a distance of 80.00 feet to a point for corner;
North 89°34'27" East, a distance of 52.00 feet to a point for corner;
South 00°25'33" East, a distance of 69.29 feet to a point for corner;
South 45°34'10" East, a distance of 34.54 feet to a point for corner in the north line of a proposed right-of-way dedication;

THENCE along said proposed right-of-way dedication, South 89°34'27" West, a distance of 10.83 feet to a point for corner in said public open space easement;

THENCE along said public open space easement and said proposed right-of-way dedication, South 45°25'33" East, a distance of 16.04 feet to a point for corner in said right-of-way line, from which a 1/2" iron rod found at the southeast corner of said Lot 1RA Block A, bears North 89°34'27" East, a distance of 1497.40 feet;

THENCE departing said public open space easement and said proposed right-of-way dedication, along said right-of-way line, South 89°34'27" West, a distance of 102.00 feet to the **POINT OF BEGINNING** and containing 6,290 square feet or 0.144 acres of land.

TEMPORARY CONSTRUCTION EASEMENT
TRACT 1 - 6,290 SQ.FT.
TRACT 2 - 3,004 SQ.FT.
BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

10/23/19

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET, UNIT 11
SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	NBE	MCB	Oct. 2019	069427000	1 OF 4

TRACT 2

BEING a tract of land situated in the Benjamin L. Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County, Texas and being part of Lot 1AR, Block A of Wal-Mart Supercenter at Saginaw Addition Lot 1RA and Lot 1RB, Block A, an addition to the City of Saginaw, Texas according to the plat thereof recorded in Cabinet A, Page 12355, Plat Records of Tarrant County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the north right-of-way line of W. Bailey Boswell Road (a variable width right-of-way) at the southwest corner of said Lot 1AR, Block A;

THENCE along said right-of-way line, North 89°34'27" East, a distance of 535.29 feet to a point for the southwest corner of a public open space easement according to the plat recorded in Cabinet A, Page 8990, Plat Records of Tarrant County, Texas, also being the **POINT OF BEGINNING**;

THENCE departing said right-of-way line, and along said public open space easement, North 44°34'27" East, a distance of 35.36 feet to a point for corner;

THENCE departing said public open space easement, the following courses and distances:
North 00°25'33" West, a distance of 14.00 feet to a point for corner;
North 89°34'27" East, a distance of 61.00 feet to a point for corner;
South 00°25'33" East, a distance of 14.00 feet to a point for corner in said public open space easement;

THENCE along said public open space easement, South 45°25'33" East, a distance of 26.16 feet to a point for corner in the north line of a proposed right-of-way dedication;

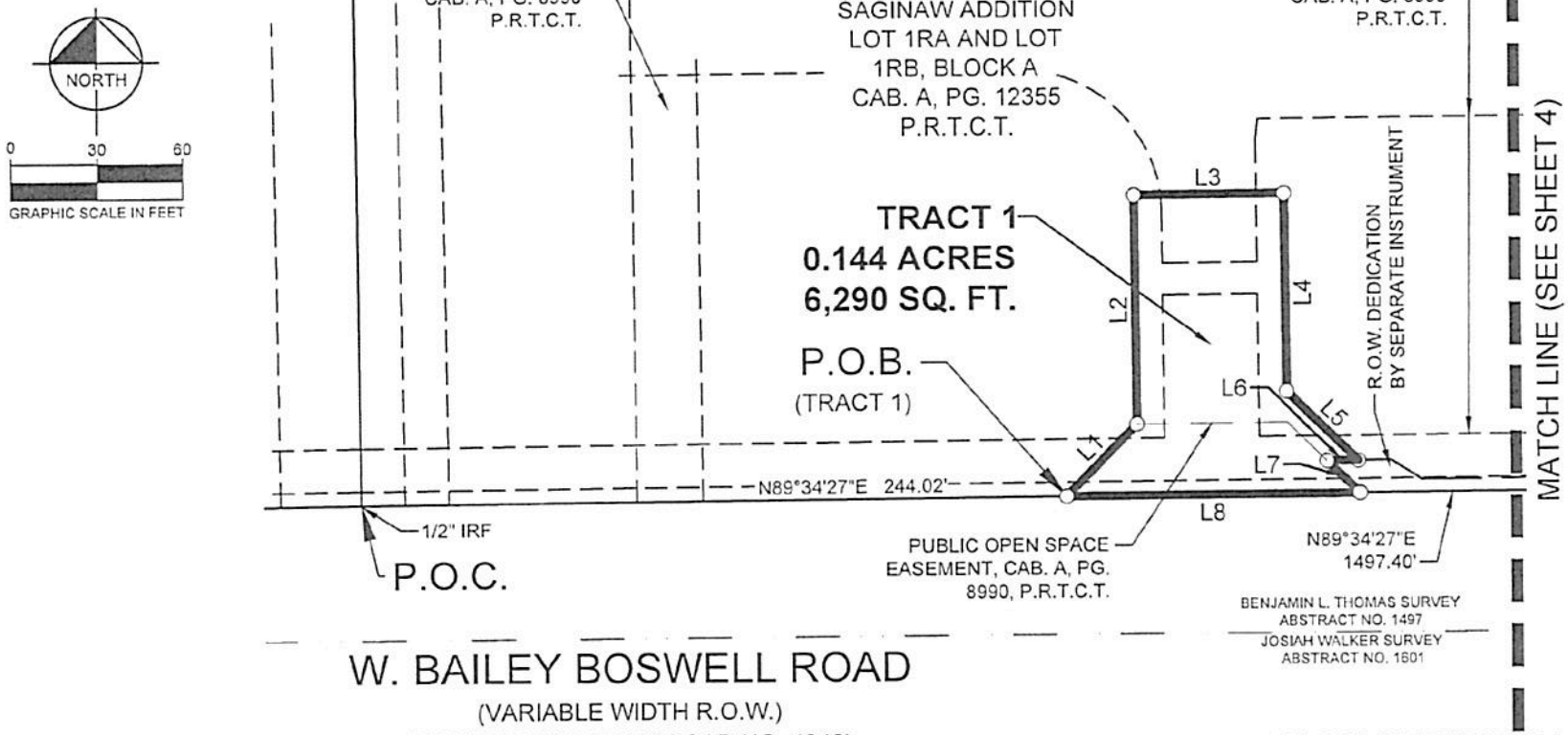
THENCE along said right-of-way dedication and said public open space easement, South 45°25'33" East, a distance of 9.19 feet to a point for corner; from which a 1/2" iron rod found at the southeast corner of said Lot 1RA Block A, bears North 89°34'27" East, a distance of 1197.13 feet;

THENCE departing said right-of-way dedication and said public open space easement, and along said right-of-way line, South 89°34'27" West, a distance of 111.00 feet to the **POINT OF BEGINNING** and containing 3,004 square feet or 0.0690 acres of land.

TEMPORARY CONSTRUCTION EASEMENT
TRACT 1 - 6,290 SQ.FT.
TRACT 2 - 3,004 SQ.FT.
BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	NBE	MCB	Oct. 2019	069427000	2 OF 4



LEGEND
AD = Aluminum disk found
IRF = Iron rod found
O.P.R.T.C.T. = Official Public Records, Tarrant Co. Texas
D.R.T.C.T. = Deed Records, Tarrant Co. Texas
P.R.T.C.T. = Plat Records, Tarrant Co. Texas
P.O.B. = Point of Beginning
P.O.C. = Point of Commencing

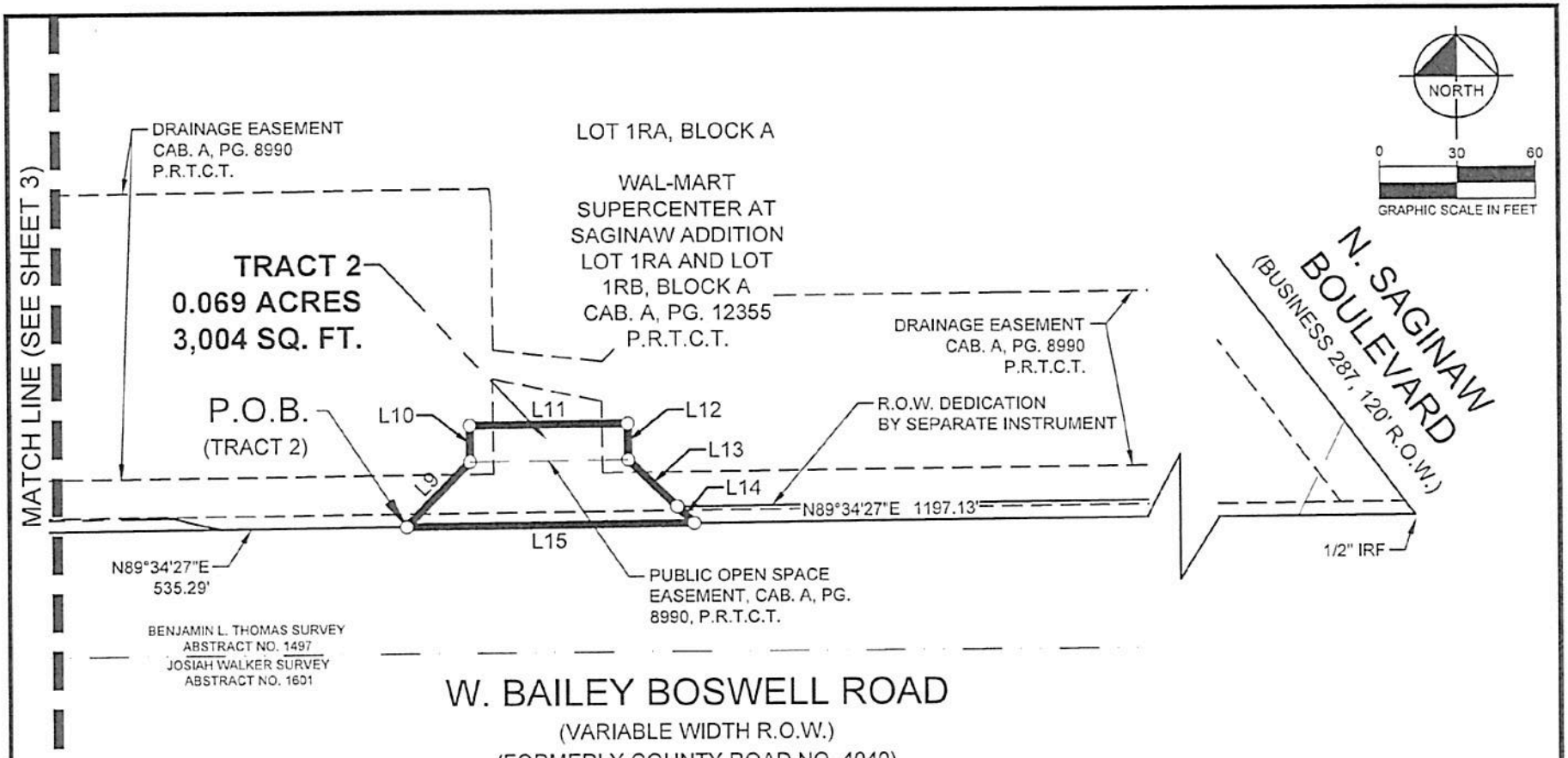
NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011). The coordinates shown are local surface coordinates.

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N44°34'27"E	35.36'	L9	N44°34'27"E	35.36'
L2	N00°25'33"W	80.00'	L10	N00°25'33"W	14.00'
L3	N89°34'27"E	52.00'	L11	N89°34'27"E	61.00'
L4	S00°25'33"E	69.29'	L12	S00°25'33"E	14.00'
L5	S45°34'10"E	34.54'	L13	S45°25'33"E	26.16'
L6	S89°34'27"W	10.83'	L14	S45°25'33"E	9.19'
L7	S45°25'33"E	16.04'	L15	S89°34'27"W	111.00'
L8	S89°34'27"W	102.00'			

TEMPORARY CONSTRUCTION EASEMENT
TRACT 1 - 6,290 SQ.FT.
TRACT 2 - 3,004 SQ.FT.
BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	NBE	MCB	Oct. 2019	069427000	3 OF 4



LEGEND
AD = Aluminum disk found
IRF = Iron rod found
O.P.R.T.C.T. = Official Public Records, Tarrant Co. Texas
D.R.T.C.T. = Deed Records, Tarrant Co. Texas
P.R.T.C.T. = Plat Records, Tarrant Co. Texas
P.O.B. = Point of Beginning
P.O.C. = Point of Commencing

NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011). The coordinates shown are local surface coordinates.

TEMPORARY CONSTRUCTION EASEMENT
TRACT 1 - 6,290 SQ.FT.
TRACT 2 - 3,004 SQ.FT.
BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	NBE	MCB	Oct. 2019	069427000	4 OF 4

EHRINGER, NICOLAS 10/23/2019 1:21 PM K:\DAL_SURVEY\069427000-BAILEY BOSWELL DESIGN SURVEY\DWG\069427000-BAILEY BOSWELL TCE 3.DWG