City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING AND PUBLIC HEARING

Meeting, Public Hearing, and/or Executive Session Agenda
6:00 PM - Tuesday, March 17, 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 Michael Orr, Saginaw Church of Christ

(3) Audience Participation--On the Video Screen

(4) Consent Agenda

(a) Action regarding Minutes, March 3, 2020--Janice England, City Secretary

(b) Action regarding Service Agreement with Diversified Processing & Consulting, Inc. to provide a system to allow telephone payment of utility accounts--Kim Quin, Finance Director

(c) Action regarding a Pipeline License Agreement with Burlington Northern Santa Fe (BNSF) Railroad for Saginaw Boulevard 16" Waterline Crossing Agreement--Rick Trice, P.E., Director of Public Works

(d) Action regarding Conflict Waiver to allow common legal counsel representation with TOASE (Taylor, Olson, Adkins, Sralla & Elam) for creation and negotiation of an Interlocal Agreement between Saginaw and Lake Worth for the proposed jointly shared staff position of Emergency Management Coordinator--Doug Spears, Fire Chief

(e) Action regarding Interlocal Agreement with Fort Worth for Fire Dispatch Services--Doug Spears, Fire Chief

(f) Action regarding Amendment Number 2 to an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for McLeroy Boulevard Curb and Gutter Replacement--Rick Trice, P.E., Director of Public Works

(5) Presentation of 2019 Economic Excellence Award from the Texas Economic Development Council--Gabe Reaume, City Manager

(6) PUBLIC HEARING - Consideration and Action regarding Resolution No. 2020-06, FY 2020 Community Development Block Grant (CDBG) Project, New Sidewalk Construction in 215-500 blocks of Bluebonnet Street (46th Year CDBG Project)--Rick Trice, P.E., Director of Public Works

(7) PUBLIC HEARING – Consideration and Action regarding a Recommendation from the Planning and Zoning Commission Regarding Amendment of the Zoning Ordinance (No. 2002-04) Amending the Regulations for "Parking Lot, Off Premises" (Ordinance No. 2020-06)--Rick Trice, P.E., Director of Public Works

(8) PUBLIC HEARING - Consideration and Action regarding a Recommendation from the Planning and Zoning Commission Regarding Amendment of the Zoning Ordinance (No. 2002-04) Amending the Regulations for "Auto Car Wash" (Ordinance No. 2020-07)--Rick Trice, P.E., Director of Public Works

(9) Consideration and Action regarding an Individual Project Order with Kimley-Horn and Associates, Inc. for Design of N. Old Decatur Road--Rick Trice, P.E., Director of Public Works

(10) Consideration and Action regarding Award of Contract for 2020 Annual Mowing Contract--Rick Trice, P.E., Director of Public Works

(11) Consideration and Action regarding Resolution No. 2020-10, adopting Financial Management Policies--Kim Quin, Finance Director

(12) Executive Session

551.071. Texas Government Code.

Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item,

when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

(a) Any Posted Item

(13) Adjournment--Todd Flippo, Mayor

City of Saginaw

Meeting Date: 3/17/2020

Agenda Items: (4)(a)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, March 3, 2020

BACKGROUND/DISCUSSION:
The minutes of the City Council Meeting held on March 3, 2020 are being presented for consideration.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

3-3-2020 Minutes

CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MARCH 3, 2020

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 Engineer	Dana Shumard, P.E.
City Engineer	Trenton Tidwell, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Director of Public Works	Rick Trice, P.E.
Asst. Police Chief	Russell Ragsdale
Fire Chief	Doug Spears
Dir. of Community & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Police Lieutenant	Jose Murillo
Police Officer	Steve Schrock

Absent from the meeting:

None

Visitors at the meeting:

Clark Kimball	Glenn Reeves
Kelly Stewart	Ron Jones
Pam Jones	Karen Fuller
Trey Harper	Lara Gay
Jan Young	Bryce Genteeco
Debbie Raindl	Maya G.
Morganna	Abagael
Ericka Edwards	Judy Scott

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

In the absence of Pastor Reed, Councilmember Farr gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, February 18, 2020

b. Action regarding Building Improvement Grant Agreement with Julien & Lambert Professional Photography (100 S. Hampshire St., Ste. 200)

Summary: On Tuesday, February 18, 2020, the City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant Program application that was submitted February 1, 2020 by Julien & Lambert Professional Photography in regards to their property located at 100 S. Hampshire St., Ste. 200. The City Council determined in that session to award an amount not-to-exceed $5,000 in reimbursable, and matching dollars for the anticipated improvements as proposed on their application. The proposed agreement is the realization of that intention. Funds to cover this expenditure are available in the Economic Development Department Budget, Account 01-6142-13, Building Improvement Grants.

c. Action regarding Resolution No. 2020-07, Continued Participation with the Steering Committee of Cities served by Oncor

Summary: The City of Saginaw is a member of a 162 member city coalition known as the Steering Committee of Cities served by Oncor. The steering committee undertakes activities on behalf of its member cities, and is actively involved in rate cases, appeals, Rulemakings, and legislative efforts impacting the rates charged by Oncor. The efforts of the committee are funded from participating cities through a per capita assessment. Resolution No. 2020-07 approves the City's continued participation with the committee and a seven cent ($0.07) per capita assessment. The total financial impact will be $1,566 which his budgeted in the General Administration Office budget, Account 01-6650-02, Legal and Special Services and Audit.

d. Action regarding Proposal for Radio Marketing Partnership with 95.9 The Ranch and 92.1 Hank FM for the 2020 Saginaw Train & Grain Festival

Summary: This proposal is very similar to the partnership approved for the 2019 Saginaw Train & Grain Festival. It includes advertisement of the festival on both 95.9 The Ranch and 92.1 Hank FM through multiple announcements on air, their websites, station apps, and Facebook pages. It includes a two hour remote "experience" broadcast by 92.1 Hank FM from noon until 2:00 p.m. which includes promotion of our event and activities as well as encouraging listeners to come to the festival. The total cost for all advertisements on both radio stations, live broadcast (including prizes), artwork design for 11"x17" posters, a Facebook Header graphic and social media versions of the poster for web and sharing is $9,150. The coverage area for both radio stations is over 3 million in population and 17+ counties. This meets the requirement for using hotel/motel tax funds because it will advertise promote the festival outside the City. Funds are available in the General Escrow Fund, Hotel/Motel Tax for this expenditure.

e. Action regarding Ordinance No. 2020-05, Canceling the May 2, 2020 General Election and Declaring each Unopposed Candidate elected to Office

Summary: The deadline for candidates to sign up for the May 2, 2020 election has passed. Only the incumbents signed up for each of their places (Place 4-Charles Tucker and Place 6-Mary Copeland). Therefore, the May 2, 2020 General Election can be cancelled. Ordinance No. 2020-05 addresses cancellation of the election and declares the unopposed candidates elected. Both candidates will will be sworn into office on May 19, 2020.

f. Action regarding Rejection of Bids for Finish Mowing/Grounds Maintenance of City Parks and Rights-of-Ways

Summary: The City contracts out the majority of mowing and grounds maintenance on a biennial cycle. A total of $160,085 is included in the current fiscal year budget for mowing and grounds maintenance. Bids were received on February 19, 2020. Only two bids were received and both exceeded the budgeted amount. Staff is recommending that the bids be rejected and that the contract be rebid.

g. Action regarding Retail Retention, Recruitment and Development Services Proposal with The Retail Coach

Summary: The proposed agreement is a follow up to the presentation given by Aaron Farmer at the February 18, 2020 Council Meeting. It covers retail retention, recruitment and development services. The financial impact is a fee of $30,000 plus reimbursable expenses. This expenditure will be covered by funds within the existing economic development budget. Upon the advice of the City Attorney, staff recommends the City Council authorize the City Manager to enter into an agreement under the terms of the proposal.

Councilmember Farr requested that Item 4b be pulled from the Consent Agenda for separate action. He stated that he will abstain on the vote due to his ownership of property in the area.

Councilmember Bighorse requested that Item 4f be pulled from the Consent Agenda for consideration.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to approve Items 4a, 4c, 4d, 4e, and 4g of the Consent Agenda 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

b. Action regarding Building Improvement Grant Agreement with Julien & Lambert Professional Photography (100 S. Hampshire St., Ste. 200)

Motion was made by Mayor Pro-Tem Tankersley with a second by Councilmember Beasley to approve Item 4b as presented. Motion carried. 6-0-1-0

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

Against: None

Abstain: Councilmember Farr

Absent: None

f. Action regarding Rejection of Bids for Finish Mowing/Grounds Maintenance of City Parks and Rights-of-Ways

Councilmember Bighorse suggested the option of using part time employees and city equipment instead of contracting the mowing services. She requested a comparison of the costs of using part time employees versus contracting the services. Director of Public Works Trice stated that he would gather the requested information.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to approve Item 4f 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) Presentation of 2019 Texas Achievement in Library Excellence Award from the Texas Municipal Library Directors Association

City Manager Reaume announced that the John Ed Keeter Public Library has been awarded the 2019 Texas Achievement in Library Excellence Award by the Texas Municipal Library Directors Association. Only 53 of 571 Texas public library systems were awarded this honor. This means our library is in the top 10% of public libraries in the State of Texas. Mayor Flippo presented the award to Library Director Ritchie and the Library Staff.

(6) 2020 Census Presentation

Mr. Carathers did not attend the meeting to make his presentation.

(7) Community Involvement Presentation—Camelot Square Apartments

Councilmember Bighorse gave a brief history of the recent changes at Camelot Square Apartments and the families that had to move out of the complex. She expressed her appreciation to everyone involved in assisting these families with finding new apartments, packing, and moving. Mayor Flippo commended Councilmember Bighorse for her concern and involvement.

(8) Consideration and Action regarding Resolution No. 2020-08, Declaring Intention to Reimburse an Amount not to exceed $8,500,000 for Certain Capital Expenditures with Proceeds from Debt; and placing Time Restrictions on the Issuance of Tax-Exempt Obligations

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to approve Resolution No. 2020-08 declaring intention to reimburse an amount not to exceed $8,500,000 for certain capital expenditures with proceeds from debt; and placing time restrictions on the issuance of tax-exempt obligations. 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 an Individual Project Order with Kimley-Horn and Associates, Inc. for Knowles Drive Final Design

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to approve the Individual Project Order with Kimley-Horn and Associates, Inc. in an amount not to exceed $2,208,500 for the Knowles Drive Final Design. 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) Consideration and Action regarding a Management Agreement with Community Link Mission, Inc. for the Operation and Promotion of a Farmer's Market at Saginaw SwitchYard

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve the Management Agreement with Community Link Mission, Inc. for the operation and promotion of a Farmer's Market at Saginaw SwitchYard. 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

(11) Consideration and Action regarding Resolution No. 2020-09, Adopting the Fiscal Year 2019-2020 Annul Annual Strategic Project List and Work Plan

Motion was made by Councilmember Farr with a second by Councilmember Tucker to approve Resolution No. 2020-09, adopting the Fiscal Year 2019-2020 Annual Strategic Project List and Work Plan. 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

(12) Consideration and Action regarding an Interlocal Agreement with Tarrant County Governing County Game Room Regulations, Permitting and Enforcement within the City Limits

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve the Interlocal Agreement with Tarrant County governing county game room regulations, permitting and enforcement within the city limits. 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

(13) Executive Session

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

a. Any Posted Item

(14) Adjournment

Motion was made by Councilmember Farr with a second by Councilmember Bighorse 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 March 3, 2020 adjourned at 6:48 p.m.

ATTEST: APPROVED:

_____ _____

City Secretary Janice England Mayor Todd Flippo

City of Saginaw

Meeting Date: 3/17/2020

Agenda Items: (4)(b)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
Action approving service agreement with Diversified Processing & Consulting, Inc to provide a system to allow telephone payment of utility accounts.

BACKGROUND/DISCUSSION:
The utility billing staff receive customer requests on a daily basis for the ability to pay by telephone. After conducting an informal survey of neighboring cities, we discovered that telephone payment is a popular option. Diversified Processing & Consulting provides telephone payment service to other entities who use the same financial management software as the City of Saginaw.

FINANCIAL IMPACT:
Funding is provided in the Enterprise Fund. The estimated cost of implementation is $4,500. Annual service fee is estimated to be $2,580.

RECOMMENDATION:
Staff recommends approval of the proposed agreement.

ATTACHMENTS:

Description

service agreement

DIVERSIFIED PROCESSING & CONSULTING, INC.
IVR SERVICE AGREEMENT

This Service Agreement (this "Agreement"), dated as of March 18, 2020 (the "Effective Date") is made by and between City of Saginaw, Texas, located at 333 West McLeroy Blvd. Saginaw, TX 76179 ("Customer"), and Diversified Data Processing & Consulting, Inc., d/b/a DIVDAT, a Michigan corporation located at 2111 Woodward Ave, Suite 702, Detroit, MI 48201, ("Contractor"). Contractor shall provide services in accordance with the terms and conditions of this Agreement.

I. **STATEMENT OF WORK.** Contractor shall provide to Customer the services described in Schedule A (the "Services").

II. **CUSTOMER RESPONSIBILITIES.** In connection with the Contractor's responsibilities hereunder, Customer shall supply utility billing data as required by Contractor.

III. **TERM AND TERMINATION.** The Services shall commence on the date specified in Schedule A, which will be determined in the full Statement of Work to be developed after execution of this Agreement. The term of this Agreement shall begin on the Effective Date and end twelve (12) months after the date the services commence, unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be extended, with the mutual consent of both parties, for two one-year consecutive terms. Customer shall have the right to terminate this Agreement at any time by giving thirty (30) days written notice of termination to Contractor. Upon termination, Contractor shall stop all work under this Agreement immediately, and the only sum or sums to which Contractor shall be entitled are the fees due for Services performed up to the date Contractor receives the notice of termination and the fees for Services after receipt of the notice of termination that are necessary to wrap-up work related to this Agreement.

IV. **FEES AND INVOICES.** Customer will pay the fees and charges described in Schedule B. All invoices are payable to Contractor on receipt by Customer. All amounts not paid by Customer within thirty (30) days of the due date listed on the invoice shall bear interest at the rate of one and ½ percent (1.5%) per month, or at the highest rate allowed by law, whichever is less, from the date due until the date paid.

V. **CONFIDENTIALITY.** Contractor agrees to safeguard and treat as confidential all information disclosed to it pursuant to this Agreement and designated as confidential by Customer, as well as all third party personal information and data that Customer provides to Contractor for processing. Contractor may not disclose such information to any other person or entity, and Contractor will use commercially reasonable efforts to maintain the confidentiality of that information. Confidential information does not include information (i) previously known to a party; (ii) independently developed by a party without reference to the confidential information; (iii) acquired by a party from a third party who rightfully obtained such information without any restriction on use; or (iv) which is or becomes publicly available through no breach by a party of this Agreement or through no violation of any of a party's rights. Upon termination of this Agreement, Contractor shall return to Customer all items, paper, or documents which may contain any such confidential information.

VI. **HOLD HARMLESS.** Contractor and Customer shall hold harmless the other party, and its employees, officers, directors, shareholders or agents against all damages, expenses and costs, including reasonable attorneys' fees and litigation costs, regarding any suit, action or proceeding against any such party by a third party based on any claim arising in connection with Customer's direct or indirect use of the Services or Contractors provision of the Services under this Agreement.

VII. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION I, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CUSTOMER, THE SERVICES ARE PROVIDED STRICTLY "AS IS," AND NEITHER CONTRACTOR NOR ITS SUPPLIERS MAKE ANY ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. CONTRACTOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

VIII. **LIMITATION ON DAMAGES.** EXCEPT AS PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, SAVINGS, REVENUE, USE, DAMAGED FILES OR DATA, OR BUSINESS INTERRUPTION, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT, AND SHALL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES SPECIFIED HEREIN.

IX. **GENERAL**

Applicable Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to any conflicts of laws provisions thereof. Any actions under this Agreement may be brought only in the federal and State of Texas courts having jurisdiction over Tarrant County, Texas. Each party hereby consents to the personal jurisdiction of such courts

Limitations Period. No action under or related to this Agreement may be brought by either party against the other more than one (1) year after the cause of action arises.

Assignment And Delegation. Neither party may assign this Agreement to a third party without the prior written consent of the other party.

Communications. All communications and notices relating to this Agreement shall be in writing to the parties at their respective addresses first above written, and delivered by hand or by certified mail, return receipt requested, or by such other method as will require a signed acknowledgment of delivery, and shall be deemed given upon receipt.

No Waiver. The waiver or failure of either party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

No Third-Party Beneficiaries. This Agreement is an agreement between Contractor and Customer, and confers no rights upon any of the parties' employees, agents, contractors or customers, or upon any other person or entity.

Entire Agreement;. This Agreement contains the entire understanding between Contractor and Customer and may not be modified except by a writing signed by both parties that specifically identifies the section of this Agreement to be modified; no other act, usage, or custom shall be deemed to amend or modify this

Agreement. Customer may, for purposes of administrative convenience, use Customer's standard form of purchase order to order Services. The parties understand and agree that any terms or conditions on any such purchase order in any way different from or in addition to the terms and conditions of this Agreement shall have no effect whatsoever and Contractor hereby rejects all such terms and conditions. Each party hereby waives any right it may have to claim that this Agreement was subsequently modified other than in accordance with this paragraph.

Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall be unimpaired, and the invalid term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control. Lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any cause that in their judgment may or could be the cause of a delay in the performance of this Agreement.

Independent Contractor. Nothing contained in this Agreement creates a joint venture or partnership between Contractor and Customer. Neither party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither party has the power to control the activities and operations of the other and their status is and shall remain that of independent contractors. Neither party has the right, power or authority to bind or commit the other.

Contractor and Customer have caused this Agreement to be executed as of the day and year first above written.

DIVERSIFIED DATA PROCESSING & CONSULTING, INC.
("Contractor")

By: Jason A Bierkle

Name: JASON A Bierkle

Title: President

3/3/2020

CITY OF SAGINAW, TEXAS
("Customer")

By: _____

Name: _____

Title: _____

SCHEDULE A
STATEMENT OF WORK

SERVICES:
Commencement Date: March 18, 2020

IVR: Standard Features & Functionality

- DivDat's Payment Gateway is PCI DSS Compliant.
- Secure data file transfer via FTP or real time integration with your customer database using web services/API.
- Standard templates will be professionally developed in English using a female voice talent. Spanish is available as an add-on feature.
- Client Specific Business Rules – A significant component of the DivDat implementation includes the opportunity to define your business rules. DivDat's project team will guide you through the decision making process when it comes to business rules and best practices.
- Callers will have the option to make payments using credit cards, debit cards, or eCheck (ACH).
- Caller response will be accepted in speech or touch tone.
- Callers will identify their account by their numeric number.
- Validated callers will hear their total account balance and/or past due account balance. On-time-payment callers will hear a different prompt than late payment callers.
- Additional call paths may be set-up allowing callers to access other account information, such as previous payment, date previous payment received, etc.
- Callers with stored payment profiles may choose to use the stored payment information, or choose to enter a new credit card or ACH account.
- For any caller that chooses to enter "new" ACH payment information, a verbal authorization will be recorded. The caller can then be able to make a payment against another account using the same payment information entered earlier, or by choosing new credit card or ACH information.
- Completed payments will return a confirmation number to be read to the caller.
- Results reporting will enable you to see the outcome of each notification. Reports and statistical data can be retrieved via login to a secure web portal, sent via email or secure FTP site, or via integration with your database.
- IVR is configurable for short-pay and over-pay of amount due, convenience fee payment models, payment of deposits and payment of donations.
- Configure IVRs or call paths that provide informational announcements to callers and FAQ's.
- Configure post-call, voluntary customer satisfaction surveys.
- Configure call paths that give callers the ability to speak to an appropriate utility resource / choose from a menu of options during an emergency (via bridged call transfer).
- Configure outbound IVR voice sites and provide access to APIs for placing the calls and reporting on the status of those calls.

A full Statement of Work (SOW) will be developed between DivDat and the City of Saginaw Utility Billing Department during the discovery phase of implementation to clearly define business rules, implementation steps, roles of each party during the implementation, User Acceptance Testing (UAT), and the final deliverable solution. Both parties will be required to acknowledge in writing the full SOW at the end of the discovery phase of implementation and before delivery of the final solution. The pricing in Schedule B assumes the implementation will be less than fifty hours. If the implementation requires more than fifty hours of effort, additional charges in the amount of $175.00 per hour will apply. Contractor must provide notice to Customer when Contractor reaches 40 hours of work for implementation and prior to incurring any additional charges for implementation.

SCHEDULE B

PRICES AND CHARGES

IVR Pricing
Note: Payment processing costs are separate from IVR costs

Utility Billing Only - Standard minute pricing

Offerings	Cost
Option 1: Pay-by-Phone Only pricing	
One-time technology integration set up fee	$4500.00
Monthly fee - standalone * •- Includes Hosting support for IVR application/s • Includes 1 Toll Free and 1 DID to transfer to. Once a number is assigned to a client, it is owned by the client and can be ported or RESPORG'd at any time assuming all invoices are current and there's no past due amounts. • Additional Toll-Free numbers - **$2.50 per month** • Additional DID Numbers - **$2.50 per month**	$175.00
Item look up/transaction	$0.05
Per Pay-by-Phone/transaction	$0.25
Telco Cost per minute (pass through)	$0.032
7% Regulatory tax rate on services/total monthly billing. No additional sales tax at this time.	

Optional Automated Outbound IVR Service

Automated outbound self-service voice broadcast	**Cost**
Response Self Service - Mass Messaging / Voice Broadcasting (the ability to deliver a voice message to hundreds or thousands of telephone numbers quickly	
API Integration - One Time	$1,250.00
One time set fee	$300.00
Monthly fee - standalone *	$200.00
Cost Per minute - 6 Second Increments	$0.055
Cost per Text	$0.02
Cost per email	$0.08
7% Regulatory tax rate on services/total monthly billing. No additional sales tax at this time.	

SCHEDULE B (Continued)

PRICES AND CHARGES

*** Bundled pricing**

- **Automated outbound self-service voice broadcast & Pay-by-Phone:**
  - **One time set up - $625.00 *plus integration***

Other Charges (optional):

- **RespOrg** or **Port Fee** of **$50.00** per number is charged
- **Professional Voice Recordings:**
  - English - $125 per hour
  - Spanish - $175 per hour
  - Languages supported: Spanish, French, others as needed. Price for prompts to be quoted. Estimate $175 to $200 per hour
- **Language Translation for voice recordings for other languages:** IVR passes through cost.
- **Moves, Adds, and Changes plus customization:** Hourly Development billed at $125.00 per hour
- **7% Regulatory tax rate** on services/total monthly billing.

Pricing above does not include third party ACH or credit card processing fees. Pricing above will be reviewed annually by DivDat to ensure that pricing reflects true costs of calls based on minutes used. DivDat may increase prices to correct for minute usage discrepancies after completing the annual review.

Pricing above assumes that credit/debit card processing will be done through PACE under the City's current agreement with PACE at contracted rates.

DivDat will process ACH transactions at $0.25 per ACH transaction in conjunction with PACE.

The pricing in Schedule B assumes the implementation will be less than fifty hours. If the implementation requires more than fifty hours of effort, additional charges in the amount of $175.00 per hour will apply. Contractor must provide notice to Customer when Contractor reaches 40 hours of work for implementation and prior to incurring any additional charges for implementation.

City of Saginaw

Meeting Date: 3/17/2020

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 a Pipeline License Agreement with Burlington Northern Santa Fe (BNSF) Railroad for Saginaw Boulevard 16" Waterline Crossing Agreement

BACKGROUND/DISCUSSION:

The Saginaw Boulevard 16" Waterline is identified in the 2019-20 Capital Improvement Program and includes a new pipeline crossing of the BNSF Railroad.

The agreement requires a one-time license fee of $3,700 and insurance. BNSF provides an option to obtain the required insurance through the railroad for an additional cost of $1,266.

FINANCIAL IMPACT:

The financial impact will be $4,966. Funds in the amount of $1,086,050 are budgeted in the Water and Wastewater Enterprise Fund Capital Projects, Account 05-7022-55-00.

RECOMMENDATION:

Staff recommends execution of the Pipeline Crossing Agreement with the insurance option through BNSF Railroad.

ATTACHMENTS:

Description

Budget Information

BNSF Cover Letter and Agreement

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

Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Rd., Suite 110
Fort Worth, Texas 76155
tel +1 817-230-2600, fax +1 817 306-8265

March 4, 2020

City of Saginaw 20-64706
Attention: Mr. Rick Trice
205 Grenda Lane
P.O. Box 79070
Saginaw, TX 76179

Dear Mr. Trice:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print one (1) copy execute and ***return copy with original signature*** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of $3,700.00 payable to BNSF Railway Company which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway. Please submit the following documents to BNSF@certfocus.com:

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional $1,266.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to $800.00.

Sincerely,
Kelly Schronk
Kelly Schronk
Permit Manager

Attachment

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2020 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF SAGINAW**, a Texas Municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 16" inches in diameter inside a 42" inch Steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Saginaw, County of Tarrant, State of Texas, Line Segment 7500, Mile Post 353.58 as shown on the attached Drawing No. 77693, dated February 7, 2020, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").

2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.

3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.

4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry Water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.

5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Three thousand seven hundred and No/100 Dollars ($3,700.00) as compensation for the use of the Premises.

7. Costs and Expenses.

   7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

   7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or

collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.

11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's Roadmaster, Sean DeBaun at Sean.DeBaun@bnsf.com, telephone 817-740-7274, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.

11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.

11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (*e.g.*, consulting with

the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

12.3 No wells shall be installed without prior written approval from Licensor.

12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:

12.4.1 filled in to surrounding ground level with compacted bentonite grout; or

12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**

13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**

13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**

13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**

13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**

13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**

13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

a. The policy will provide a minimum of $5,000,000 per occurrence and an aggregate limit of at least $10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations
- Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.

a. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
- The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
- Waiver of subrogation in favor of and acceptable to Licensor;
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
- Separation of insureds;
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

b. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.

c. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

a. The insurance will provide minimum coverage with a combined single limit of at least $1,000,000 per accident, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

a. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
- Waiver of subrogation in favor of and acceptable to Licensor;
- Additional insured endorsement in favor of and acceptable to Licensor;
- Separation of insureds;
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

a. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
   - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is $1,266.00.

❑ Licensee may **elect** to participate in Licensor's Blanket Policy;

❑ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Pollution Legal Liability (PLL) Insurance. Intentionally deleted.

15.6 Other Requirements:

15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.

15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all

Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.

15.6.6 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.

15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.

15.6.9 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.

15.6.10 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

15.6.11 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.

15.6.12 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

15.6.13 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee’s liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.14 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.

15.6.15 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.16 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be

enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.17 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.

17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.

17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.

17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.

17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

17.9 "**Hazardous Material(s)**" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or

tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.

23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.

23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.

24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or

otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Saginaw
205 Grenda Lane
P.O. Box 79070
Saginaw, TX 76179

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

By: _____

Title: _____

Date: _____

LICENSEE:

City of Saginaw, a Texas Municipality

By: _____

Title: _____

Date: _____

COORDINATE SYSTEM: TX_NC

TRACKING NO. 20-64706

MAP REF. 509006

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN

BNSF RAILWAY COMPANY

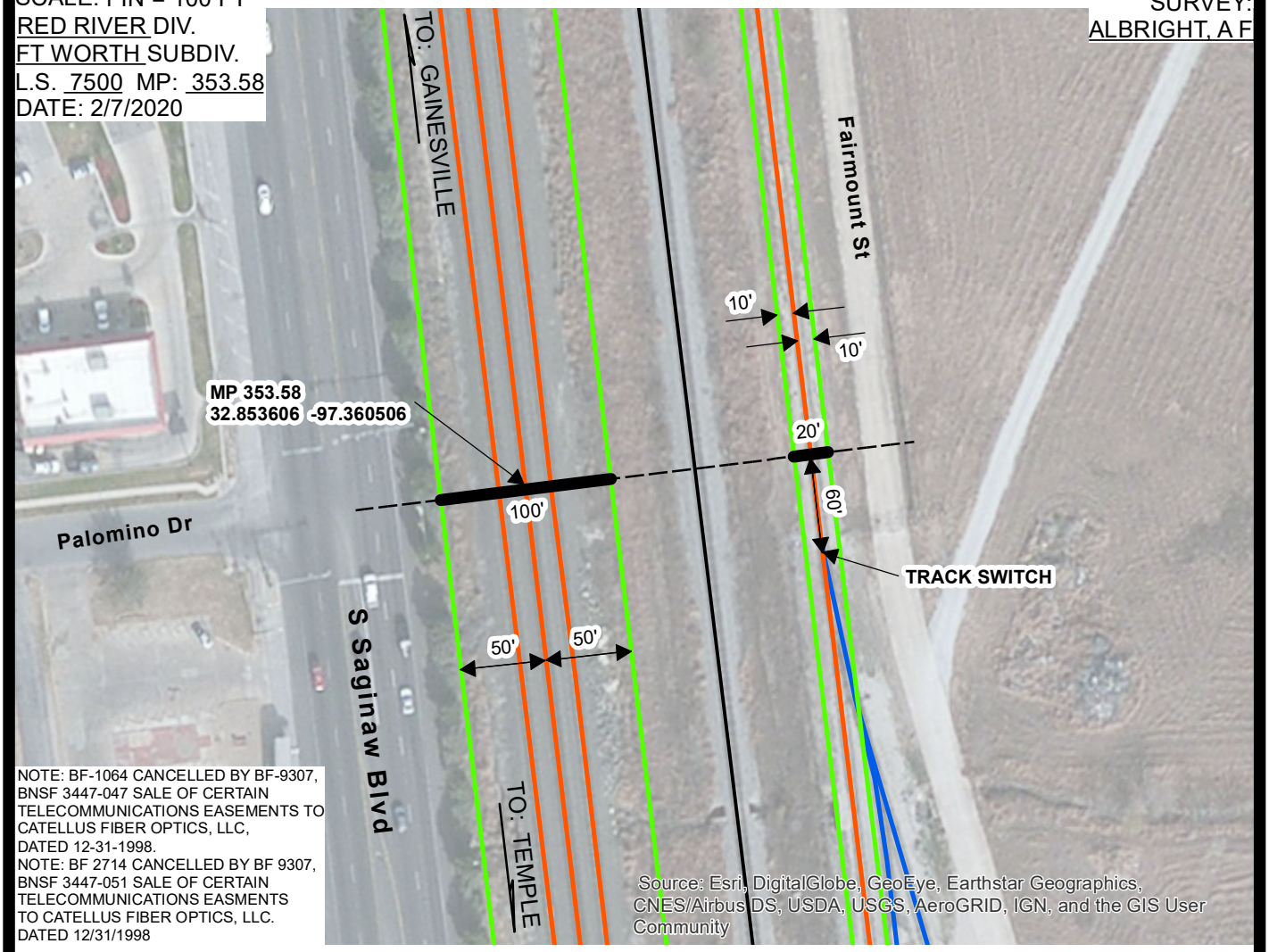
AND

CITY OF SAGINAW

N

SCALE: 1 IN = 100 FT
RED RIVER DIV.
FT WORTH SUBDIV.
L.S. 7500 MP: 353.58
DATE: 2/7/2020

SURVEY:
ALBRIGHT, A F



NOTE: BF-1064 CANCELLED BY BF-9307, BNSF 3447-047 SALE OF CERTAIN TELECOMMUNICATIONS EASEMENTS TO CATELLUS FIBER OPTICS, LLC, DATED 12-31-1998.
NOTE: BF 2714 CANCELLED BY BF 9307, BNSF 3447-051 SALE OF CERTAIN TELECOMMUNICATIONS EASMENTS TO CATELLUS FIBER OPTICS, LLC. DATED 12/31/1998

DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	16"	42"	LENGTH ON R/W:	120'	120'
CONTENTS:	WATER		WORKING PRESSURE:	80 PSI	
PIPE MATERIAL:	PVC	STEEL	BURY: BASE/RAIL TO TOP OF CASING		14.8'
SPECIFICATIONS / GRADE:	AWWA C-900 DR-18	35 KSI	BURY: NATURAL GROUND		9.1'
WALL THICKNESS:	0.967"	0.5625"	BURY: ROADWAY DITCHES		9.1'
COATING:	-	YES	CATHODIC PROTECTION		-

VENTS: NUMBER _-_ SIZE _-_ HEIGHT OF VENT ABOVE GROUND _-_
NOTE: CASING TO BE JACKED OR DRY BORED ONLY

SAGINAW
COUNTY OF TARRANT

STATE OF TX

JNC

DRAWING NO. 77693

City of Saginaw

Meeting Date: 3/17/2020

Agenda Items: (4)(d)

Staff Contact: Doug Spears
Fire Chief

E-mail: dougspears@saginawfire.us

Phone: 817-230-0412

SUBJECT:
Action regarding approval of conflict waiver to allow common legal counsel representation with TOASE (Taylor, Olson, Adkins, Sralla, & Elam) for creation and negotiation of an Interlocal Agreement (ILA) between Saginaw and Lake Worth for the proposed jointly shared staff position of Emergency Management Coordinator (EMC).

A conflict of interest consent letter is attached.

BACKGROUND/DISCUSSION:
TOASE provides legal counsel for both Saginaw and Lake Worth necessitating the need for a Conflict of Interest Waiver to be approved by both entities when entering into an ILA. Permitting TOASE to represent both entities poses minimal risk and counsel can be provided impartially for these negotiations. Both staff and TOASE do not predict the relationship or discussions with Lake Worth regarding the EMC ILA to become contentious or unfriendly.

Not approving the conflict waiver for the Emergency Management Coordinator ILA would require either Saginaw or Lake Worth to seek counsel other than TOASE on this matter and is recognized as not being necessary.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Approval of Conflict of Interest Waiver as presented. The Emergency Management Coordinator Interlocal Agreement will be forthcoming for City Council approval at a future meeting.

ATTACHMENTS:

Description

TOASE Conflict Waiver Notification

TOASE

6000 WESTERN PLACE, SUITE 200
I-30 AT BRYANT IRVIN ROAD
FORT WORTH, TEXAS 76107
EMAIL:TOASE@TOASE.COM

TAYLOR·OLSON·ADKINS·SRALLA·ELAM
L.L.P.
ATTORNEYS & COUNSELORS

TELEPHONE: (817) 332-2580
TOLL FREE: (800) 318-3400
FACSIMILE: (817) 332-4740
WEBSITE: WWW.TOASE.COM

BRADLEY A. ANDERLE
EXT. 237
banderle@toase.com

SUBJECT TO ATTORNEY-CLIENT PRIVILEGE
CONFIDENTIAL COMMUNICATION

February 25, 2020

Via Email
Mayor and City Council Members
c/o Doug Spears
Fire Chief
City of Saginaw
333 West McLeroy Blvd.
Saginaw, Texas 76179

Re: Interlocal Cooperation Agreement Between Saginaw and Lake Worth; Waiver of Potential Conflicts of Interest

Dear Mayor and City Council Members:

We have been advised that the cities of Saginaw and Lake Worth are contemplating entering into an interlocal agreement to establish a partnership for the creation and funding of an Emergency Management Coordinator to serve as a joint staff position for Saginaw and Lake Worth.

As you know, our firm is retained as city attorney for both cities and has been asked to draft an agreement and related documents pertaining to this partnership and the operation of the Emergency Management Coordinator, provide advice concerning the agreement, and perhaps even help negotiate the agreement. Before doing so, however, we are seeking written and signed consent from both cities for the common representation on this particular matter. This letter is intended to bring potential issues to your attention in order for you to fully evaluate whether to utilize TOASE for this project.

Although there are rules that prohibit lawyers from representing adverse parties in litigation,[1] giving mutual advice to both clients about the contemplated agreement will not violate these rules. Litigation is neither threatened nor imminent. As between Saginaw and Lake Worth, we are aware of no present legal dispute. The proposed agreement is contemplated to allocate resources in a practical manner.

Although in any agreement, each city's interests are potentially adverse to the other (for example, in the event one party fails to carry out its obligations, the other party would possibly be harmed; or in the event an injury occurs during the performance of the Emergency Management

[1] TEX. DISCIPLINARY R. PROF'L CONDUCT 1.06(a), *reprinted in* TEX. GOV'T CODE ANN., tit. 2, subtit. G app. A (Vernon Supp. 2006) (TEX. STATE BAR R. art. X, § 9).

Coordinator's services, there could be questions of liability), I do not believe this firm's representation of Saginaw will be materially affected.[2] Nor do I believe that any of the matters to be negotiated in the agreement will be realistically subject to challenge.

Also, the rules of professional conduct specifically allow a lawyer to act as an intermediary between clients if:

(1) the lawyer obtains written consent from each of the clients after consultation about the implications, risks, advantages and waivers of attorney-client privilege;

(2) the lawyer reasonably believes that the matter can be resolved without contested litigation; and

(3) the lawyer reasonably believes the common representation can be undertaken impartially and without improper effect on responsibilities to the other clients.[3]

First, I believe assisting both cities will pose little risk for Saginaw and this representation can be undertaken impartially with respect to Saginaw. With respect to client confidences, we would still be obligated to maintain any confidences given to us by Saginaw. However, attorney-client privilege does not extend to commonly-represented clients. In the event of future litigation, any communications with our firm concerning this matter would not be privileged as to Lake Worth. Concerning the benefits of common representation, they are obvious—the cities will share legal expenses and will be able to utilize attorneys you are familiar and comfortable with. Moreover, I do not view the cities' relationship or discussion thus far over this matter as antagonistic or unfriendly, nor do I foresee the negotiations becoming contentious. It is anticipated that this agreement can likely be negotiated without resorting to litigation.

Please understand that acting as an intermediary prohibits our firm from being partial to either city. While a lawyer normally acts as a partisan and advocate for a single client in a matter, acting as an intermediary requires a lawyer to not favor one client over the other. I believe that the danger of any such partiality here is greatly reduced in this matter given that our firm is retained as general counsel for each city and, as a result, does comparable amount of legal work for both cities. In other words, there is not one client for which we handle infrequent matters and one client for whom we handle a large amount of legal work every month.

Also understand that the rules mandate that a lawyer must withdraw from being an intermediary between clients if the lawyer believes any of the conditions stated above are no longer satisfied **or if any of the clients requests withdrawal**. As a result, if at any time during these negotiations either city requests that this firm withdraw, TOASE will have to stop representing both clients concerning the agreement and each city will have to hire its own legal counsel for the purpose of negotiating and drafting the agreement.

[2] *Id.* 1.06(b)(1), (c)(1).

[3] *Id.* 1.07(a)(1)-(3).

Please do not hesitate to call me if you have any questions or concerns about this matter. If the City of Saginaw consents to the common representation of Saginaw and Lake Worth for negotiating and drafting the agreement and any related documents, please sign below and return this letter to our offices. If signed, please forward a copy to me.

Very truly yours,

Bradley A. Anderle

BAA/kb

CONSENT TO COMMON REPRESENTATION GRANTED:

_____
Gabe Reaume, City Manager
City of Saginaw, Texas

Approved by Saginaw City Council on the _____ day of _____, 2020.

City of Saginaw

Meeting Date: 3/17/2020

Staff Contact: Doug Spears
Fire Chief

Agenda Items: (4)(e)

E-mail: dougspears@saginawfire.us

Phone: 817-230-0412

SUBJECT:
Action regarding Interlocal Agreement with Fort Worth for Fire Dispatch Services

---

BACKGROUND/DISCUSSION:
As approved by City Council for the current fiscal year Saginaw, along with Lake Worth, will begin receiving fire dispatch services from the City of Fort Worth. An Interlocal Agreement is the necessary "contract" between two municipalities to share or provide services to one another.

Consolidation of fire service dispatch with the City of Fort Worth results in a higher level of service for our citizens through a reduction in the number of times a 911 caller is transferred, reduction in delays of cellular callers that are frequently routed to Fort Worth as the initial answering point, Fort Worth enjoys a CAD to CAD interface with Medstar which expedites call handling of medical callers, it furthers the relationship between our two fire departments and bolsters evolution toward regional consolidation of emergency dispatch.

FINANCIAL IMPACT:
Cost for contracting with the City of Fort Worth for fire service dispatch were included and approved in the FY 2020 budget.

$30.00 per dispatched incident will be invoiced quarterly with monthly incident totals provided for validation before payment.

$60,000.00 one time costs for dispatch communication equipment.

RECOMMENDATION:

Approval of the Saginaw-Fort Worth Fire Dispatching Interlocal agreement as presented.

The ILA has undergone legal counsel review by both TOASE and Fort Worth's legal department and the result is the document presented for approval.

ATTACHMENTS:

Description

Saginaw-Fort Worth Fire Dispatch Inter-local Agreement

STATE OF TEXAS §
§
COUNTY OF TARRANT §

INTERLOCAL AGREEMENT BETWEEN CITY OF FORT WORTH, CITY OF SAGINAW, AND CITY OF LAKE WORTH

This Interlocal Agreement ("Agreement") is made between the City of Fort Worth ("Fort Worth"), a home-rule municipal corporation of the State of Texas, and the City of Saginaw ("Saginaw") and the City of Lake Worth ("Lake Worth"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the Texas State Legislature has authorized the formation of interlocal cooperating contracts between and among governmental entities; and

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code which authorizes Fort Worth, Saginaw, and Lake Worth to enter into this Agreement for purposes of providing a governmental function or service that each Party to the contract is authorized to perform individually;

WHEREAS, Fort Worth, Saginaw, and Lake Worth desire to enter into this Agreement to detail the terms of the Suburban Dispatching Project ("Dispatch Project");

WHEREAS, the governing bodies of Fort Worth, Saginaw, and Lake Worth find that this Agreement is necessary for the benefit of the public and the performance of this Agreement is in the common interest of both Parties;

WHEREAS, the governing bodies of Fort Worth, Saginaw, and Lake Worth have authorized entering into this Agreement; and

WHEREAS, the governing bodies of Fort Worth, Saginaw, and Lake Worth, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments only from current revenues legally available to such Party.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and agreements contained herein, the Parties do hereby agree as follows:

1. Purpose. The purpose of this Agreement is to incorporate dispatching services for Saginaw and Lake Worth into Fort Worth's Public Safety Answering Point (PSAP) for all calls related to fire protection, emergency medical, and rescue services. Doing so will increase efficiencies, reduce call transfer times between agencies, reduce dispatch delays due to cellular calls, begin a regionalization and consolidation approach to dispatching, and enhance cooperation with adjacent municipalities.

2. Fort Worth's Responsibility.

A. **Services.** On behalf of Saginaw and Lake Worth, Fort Worth will provide twenty-four (24) hour per day dispatching services for the Cities of Saginaw and Lake Worth Fire Departments including accepting all calls for service and transfers from Saginaw and Lake Worth's PSAPs, dispatching the appropriate resources, monitoring the appropriate radio frequencies or talk groups, and making notifications and phone calls as needed. Fort Worth will provide answering services for the seven-digit emergency number and 9-1-1 for the Cities of Saginaw and Lake Worth and dispatch and perform all on-scene dispatch management.

B. **Standards.** Fort Worth shall notify Saginaw and Lake Worth of all standards adopted and revised for GIS data, run card information, and hardware and software requirements for radios, telephones, public address systems, and mobile clients.

C. **Agency Liaison.** Fort Worth agrees to designate a representative (and an alternate) who will act as the authorized liaison to Saginaw and Lake Worth for purposes of data sharing, notification of GIS data changes, run card information, and other information as required by Fort Worth. That representative shall be identified by name, business address, primary and emergency telephone and facsimile numbers, and email address, provided to the Fire Chief or Agency Liaison for Saginaw and Lake Worth.

D. **Records.** Fort Worth will maintain all call logs and records related to the dispatching for Saginaw and Lake Worth. At any time, Saginaw and Lake Worth may request additional statistical information, recordings, printouts, or other data that Fort Worth maintains in relation to this Agreement.

If Fort Worth is required by law to release data or other records involving agents or employees of Saginaw or Lake Worth in relation to this Agreement, or incidents occurring within the boundaries of the City of Saginaw or Lake Worth in relation to this Agreement, Fort Worth agrees to notify the City of Saginaw or Lake Worth as applicable of such disclosure prior to such release. Such requests shall be honored in accordance with Fort Worth's open records policy and the laws of the State of Texas.

E. **Equipment.** Fort Worth will provide equipment to Saginaw and Lake Worth under its current vendor contracts and will be responsible for the installation, repair, programming, and maintenance of all equipment, including but not limited to: Mobile Data Computers (MDC's), Cradlepoints, antennas, docking stations, swivel mounts, and air cards from the vendor designated by Fort Worth's telephones, radios, mobile clients, and public address systems.

F. **Invoicing.** In accordance with Attachment "A" – Dispatching Project Costs, Fort Worth will invoice Saginaw and Lake Worth for the "one-time" costs prior to the project getting underway. The reoccurring "annual" costs will be invoiced by Fort Worth as a separate line item each year, and then the cost/run fee of $30/run will be invoiced on a quarterly basis and will be accompanied with monthly run-volume totals so that Saginaw and Lake Worth can validate before remitting payment. The cost/run fee of $30/run could be slightly adjusted in future years to account for inflation; however, any changes will be reviewed with Saginaw and Lake Worth in advance for their concurrence.

G. **Stakeholder Group.** Fort Worth shall establish a stakeholder group with the goal of continuous quality improvement and support.

H. **Review.** Fort Worth will investigate and complete a report to Saginaw and Lake Worth on any complaints/concerns that arise either internally or externally related to this Agreement.

3. Saginaw and Lake Worth's Responsibilities.

A. **Agency Liaison.** Saginaw and Lake Worth agree to designate a representative (and an alternate) who will act as the authorized liaison to Fort Worth for purposes of data sharing, notification of GIS data changes, run card information, and other information as required by Fort Worth. That representative shall be identified by name, business address, primary and emergency telephone and facsimile numbers, and email address at Fort Worth's Emergency Communications Center.

B. **Agency Contacts.** Saginaw and Lake Worth will provide Fort Worth with a list of persons to be called or notified and the specific incidents or circumstances in which those calls and notifications are to be made.

C. **Data.** Saginaw and Lake Worth will provide Fort Worth with infrastructure data including but not limited to address, building, emergency data, and water supply information. Saginaw and Lake Worth will also provide Fort Worth with a listing of resource amounts and types, apparatus, equipment, staffing levels, and special conditions, e.g. is an engine and medic either/or, and responsive levels required by call type. All data shall be current and in a format that is compatible with Fort Worth's databases.

D. **Requests for Information.** Saginaw and Lake Worth agree to forward any public information requests for dispatch specific records or recordings to Fort Worth. Such requests will be honored in accordance with Fort Worth's open records policy and the laws of the State of Texas.

E. **Equipment.** Saginaw and Lake Worth shall be solely responsible for notifying Fort Worth of any maintenance, support, or repair needs associated with the equipment noted in Section 2.E. above.

F. **Payment.** In accordance with Attachment "A" – Dispatching Project Costs, Saginaw and Lake Worth will pay the "one-time" costs upfront prior to the project getting underway and then be allowed to annually pay the reoccurring "annual" costs associated with the equipment and maintenance/support activities. The reoccurring "annual" costs will be invoiced by Fort Worth as a separate line item each year, and then the cost/run fee of $30/run will be invoiced on a quarterly basis.

G. **Stakeholder Group.** Saginaw and Lake Worth shall participate in a stakeholder group which shall be established by the Fort Worth Fire Alarm Office in coordination with Saginaw and Lake Worth. The goal of the group will be continuous quality improvement and support.

H. **Grant Support.** Saginaw and Lake Worth shall provide support for any grants related to the communication center or radio communication system.

I. **Alert Notification System**. Saginaw and Lake Worth shall maintain the alert notification system to be used; however, it is understood that dispatching will occur over the existing radio system until such time that Fort Worth upgrades its current alerting system.

4. Term and Termination. This Agreement shall begin upon the date executed by the Assistant City Manager for Fort Worth below and shall continue in full force and effect unless terminated. Either party to this Agreement may terminate this Agreement at any time and for any reason by providing thirty (30) days written notice to the other party or pursuant to other provisions within this Agreement.

5. Immunity. It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

6. Assignment. None of the Parties shall have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of any of the other Parties.

7. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

8. Remedies. No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10. Applicable Law. This Agreement is entered into subject to the Interlocal Cooperation Act, the governing charters and ordinances of Fort Worth, Saginaw, and Lake Worth, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable Texas and Federal law.

11. Entire Agreement. This Agreement contains the entire understanding and agreement between Fort Worth, Saginaw, and Lake Worth as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement.

12. Signature Authority. The person signing this Agreement hereby warrants that he or she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

13. Independent Contractor. In performing the duties under this Agreement, each Party is acting as an independent contractor, and not as an agent, representative, servant or employee of the other Party. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder. Additionally, nothing herein shall be construed as the creation of a partnership or joint enterprise between Fort Worth, Saginaw, and Lake Worth.

14. No Waiver. The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

15. Non-Appropriation of Funds. Fort Worth, Saginaw, and Lake Worth will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

16. Right to Audit. Each Party agrees that any of the other Parties shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications involving transactions relating to this Agreement at no additional cost. Each Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. An auditing Party shall give the audited Party reasonable advance notice of intended audits.

17. Liability. Nothing in the performance of this Agreement shall impose any liability for claims against Fort Worth, Saginaw, and Lake Worth other than claims for which liability may be imposed by the Texas Tort Claims Act.

18. Amendments. No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, and signed by both parties.

19. Force Majeure. The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this Agreement.

20. Notice. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To Fort Worth: City of Fort Worth Attn: Assistant City Manager 200 Texas Street Fort Worth, TX 76102-6314 With copy to Fort Worth City Attorney's Office at same address	To Saginaw: City of Saginaw City Manager Gabe Reaume 333 West McLeroy Boulevard Saginaw, TX 76179
	To Lake Worth: City of Lake Worth City Manager Stacey Almond 3805 Adam Grubb Lake Worth, Texas 76135

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples.

(signature page follows)

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

By: _____ Name: Valerie R. Washington Title: Assistant City Manager Date: _____, 20__ **APPROVAL RECOMMENDED:** By: _____ Name: James Davis Title: Fire Chief **ATTEST**: By: _____ Name: Mary Kayser Title: City Secretary	**CONTRACT COMPLIANCE MANAGER**: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Mark Rauscher Title: Assistant Fire Director **APPROVED AS TO FORM AND LEGALITY**: By: _____ Name: JB Strong Title: Assistant City Attorney **CONTRACT AUTHORIZATION:** **M&C:** _____

CITY OF SAGINAW:

By: _____
Name: _____
Title: _____

Date: _____, 20__

CITY OF LAKE WORTH:

By: _____
Name: _____
Title: _____

Date: _____, 20__

ATTACHMENT "A"

DISPATCHING COSTS

Per Apparatus	**One Time Cost**	**Annual Cost**
MDC Hardware		
Dell Latitude 7214 Rugged (CTO)	$3,095.65	
Docking Station (DS-DELL-417)	$541.78	
Swivel Mount (Havis C-MD-202)	$51.73	
Cradlepoint Hardware		
IBR 900 Cradlepoint w/5 years NCE (MA5-09001200-NNA)	$1,037.70	
Cradlepoint Antenna (AP-IBR1100-Q-BL)	$198.28	
Labor/Installation		
Labor - GTS - Configure MDC	$126.16	
Labor - GTS - Install Equipment in Apparatus	$433.96	
Recurring Cost		
Cradlepoint Cellular Service - Unlimited DIR		$455.88
MDC Managed Service Support Contract		$152.44
Cradlepoint NCE per year (*after year 5*)		$62.81
TOTAL Coat per MDC/Apparatus	**$5,485.26**	**$671.13**

City of Saginaw

Meeting Date: 3/17/2020

Agenda Items: (4)(f)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding Amendment Number 2 to an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for McLeroy Boulevard Curb and Gutter Replacement

BACKGROUND/DISCUSSION:
On April 16, 2019, City Council approved an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for McLeroy Boulevard Curb and Gutter Replacement. The IPO, as approved, was limited to preparation of construction documents only with bidding and construction phase services deferred to a later date pending project selection for the proposed 2020 Bond Program.

On January 21, 2020, City Council authorized Amendment No. 1 to the IPO to add construction phase services. The project was subsequently advertised for construction. During the advertisement phase comments were received from the contracting community regarding the need to provide proposed curb grades. Staff considered the comments and is recommending that proposed grades be provided in the contract documents. The bidding was cancelled until the contract can be revised to include the information.

KHA will provide the following services under the amendment on a lump sum basis:

Task 1	Construction Documents Preparation	$15,000
Task 2	Bidding	$3,000
Task 3	Survey	$12,000
Total		$30,000

FINANCIAL IMPACT:
The Financial Impact is $30,000. Funds are available in the Street Maintenance Fund.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to approve Amendment Number 2 to the IPO with Kimley-Horn and Associates, Inc. in the amount of $30,000 for McLeroy Boulevard Curb and Gutter Replacement.

ATTACHMENTS:

Description

KHA IPO Amendment #2

Kimley»Horn

March 10, 2020

Mr. Gabe Reume
City of Saginaw
333 W. McLeroy
Saginaw, Texas 76179

RE: ***Amendment No. 2 to McLeroy Boulevard Curb and Gutter Replacement***

Dear Gabe:

Please find attached amendment no. 2 to the Individual Project Order (IPO) No. McLeroy Boulevard Curb and Gutter Replacement executed on April 18, 2019.

Additional services are requested for the curb and gutter replacement project along East McLeroy Boulevard. The original scope for the project included professional services for creating a project manual, location exhibit, paving details, as well as bidding and CCA services. After bidding in February 2020, the City decided to cancel the bid opening due to the requests of contractors to include vertical information with the construction documents. This amendment includes services for collecting topographic survey, creating a plan set which reflects the existing design and new vertical design information, and a task to re-bid the project. The CCA services from the original contract will be used once construction begins.

Please contact me at (817) 339-2281 or trenton.tidwell@kimley-horn.com should you have any questions.

Sincerely,

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

Trenton Tidwell, P.E.
Project Manager

AMENDMENT No. 2 TO IPO NUMBER – **McLeroy Boulevard Curb and Gutter Replacement**

AMENDMENT NUMBER 2 DATED _____, 2020 to the the Individual Project Order (IPO) No. McLeroy Boulevard Curb and Gutter Replacement executed on April 18, 2019.

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Scope of Services hereto.

Project Understanding:

The original scope for the project included professional services for creating a project manual, location exhibit, paving details, as well as bidding and CCA services for the replacement of concrete curb and gutter along 4,800 linear feet of E. McLeroy Boulevard. This amendment includes services for collecting topographic survey, creating a plan set which reflects the existing design and new vertical design information, and a task to re-bid the project. The CCA services from the original contract will be used once construction begins.

Specific Scope of Basic Services:

Task 1 – Contract Document Preparation
The Consultant will perform the following services:

A. Prepare design sheets for the proposed improvements including: General Sheets, Project Control, Paving (with elevation information), Removals and Details (Paving, TCP)
B. Update project manual and other contract documents for curb and gutter replacement.
C. Address up to one (1) round of comments from the Client.

Task 2 – Bidding Services
The Consultant will perform the following services:

A. Advertise project through CivCast.
B. Answer Contractor questions during advertisement period.
C. Issues addenda as necessary.
D. Tabulate bids and review bidder's qualification.
E. Prepare letter of recommendation for award.

Task 3 – Topographic Survey
The Consultant will perform the following services:

A. Topographic survey for 4,800 linear feet of E. McLeroy Boulevard.
B. Survey to include existing curbs, gutters, pavement every 50' and miscellaneous structures within the right-of-way.
C. Horizontal and vertical control points and benchmarks to be surveyed and/or established.

Schedule:

- Work will begin on Notice to Proceed from Client.

Terms of compensation:

Kimley-Horn will perform the services in Tasks 1 – 3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Contract Document Preparation	$ 15,000.00
Task 2	Bidding Services	$ 3,000.00
Task 3	Survey	$ 12,000.00
Total Lump Sum Fee:		**$ 30,000.00**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Consultant project number.

ACCEPTED:

CITY OF SAGINAW, TEXAS

BY:_____
Gabe Reaume
City Manager

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: Scott R. Arnold
Scott R. Arnold, P.E.
Vice President

DATE: March 10, 2020

City of Saginaw

Meeting Date: 3/17/2020

Agenda Items: (5)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Presentation of 2019 Economic Excellence Award from the Texas Economic Development Council

BACKGROUND/DISCUSSION:
The Texas Economic Development Council (TEDC) announced the recipients of its annual Economic Excellence Recognition program for 2019. The awards were presented at the TEDC's 2020 Winter Conference in College Station, Texas.

The Economic Excellence Recognition program provides recognition to economic development organizations that meet a desired threshold of professionalism. Recipients qualify for recognition based on training taken by their governing board/council as well as the economic development director and professional staff. Certifications, professional memberships and activities, and organizational effectiveness of the economic development staff also contribute to the standards for qualification.

The TEDC's Economic Excellence Recognition program is one of the ways in which our organization honors the outstanding commitment to excellence of our communities and regions, their leaders, and their economic development professionals have toward the professionalization of their economic development efforts.

A record number of fifty-three (53) organizations received the 2019 Economic Excellence Recognition including the **City of Saginaw, Texas**.

FINANCIAL IMPACT:
NA

RECOMMENDATION:
NA

ATTACHMENTS:

Description

Council Communique

City of Saginaw

Community & Economic Development Department
333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

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

Date: City Council Meeting – March 17, 2020

ITEM:

Presentation of 2019 Economic Excellence Award from the Texas Economic Development Council

PRESENTER:

Gabe Reaume, City Manager

DISCUSSION:

The Texas Economic Development Council (TEDC) announced the recipients of its annual Economic Excellence Recognition program for 2019. The awards were presented at the TEDC's 2020 Winter Conference in College Station, Texas.

The Economic Excellence Recognition program provides recognition to economic development organizations that meet a desired threshold of professionalism. Recipients qualify for recognition based on training taken by their governing board/council as well as the economic development director and professional staff. Certifications, professional memberships and activities, and organizational effectiveness of the economic development staff also contribute to the standards for qualification.

The TEDC's Economic Excellence Recognition program is one of the ways in which our organization honors the outstanding commitment to excellence of our communities and regions, their leaders, and their economic development professionals have toward the professionalization of their economic development efforts.

A record number of fifty-three (53) organizations received the 2019 Economic Excellence Recognition including the **City of Saginaw, Texas**.

RECOMMENDATION

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

- ⇒ News Release
- ⇒ Certificate / Award

Thank you,



Keith C. Rinehart, Director of Community & Economic Development

CERTIFICATE *of* ACHIEVEMENT
for Economic Excellence

Presented to

City of Saginaw

2019

Recognizing a commitment to Professional Economic Development by City Administration, Elected and Appointed Officials, and exemplary professional standards demonstrated by the Economic Development Staff

Awarded by

TEXAS ECONOMIC DEVELOPMENT COUNCIL

Carlton Schwab, President/CEO



City of Saginaw

Meeting Date: 3/17/2020

Agenda Items: (6)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

PUBLIC HEARING - Consideration and Action regarding Adoption of Resolution No. 2020-06, FY 2020 Community Development Block Grant (CDBG) Project, New Sidewalk Construction in 215-500 blocks of Bluebonnet Street (46th Year CDBG Project)

BACKGROUND/DISCUSSION:

The City has made application to Tarrant County seeking Community Development Block Grant for the 44th year Community Development Block Grant Project (FY 2020). The recommended project is to construct new sidewalks in the 215-500 blocks of Bluebonnet Street. The total estimated cost for the project is $200,000. The requested CDBG Funding is an estimated $160,000 leaving the City's share at $40,000 which is the estimated cost of engineering for the project. More details are included in the attachments. Resolution 2020-06 formally designates the project.

FINANCIAL IMPACT:

The financial impact will be the City's share in the project which is estimated at $40,000.

RECOMMENDATION:

Staff recommends approval of Resolution 2020-06 designating the 46th Year Development Block Grant Project (FY 2020) to be New Sidewalk Construction in 215-500 blocks of Bluebonnet Street at an estimated total cost of $200,000 with the City's share estimated at $40,000.

ATTACHMENTS:

Description

Resolution No. 2020-06

CDBG Application

CITY OF SAGINAW RESOLUTION NO. 2020-06

A RESOLUTION APPROVING THE CITY OF SAGINAW'S 2020- 46th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, the City of Saginaw is eligible to participate in the urban county Community Development Block Grant (CDBG) program administered through Tarrant County; and

WHEREAS, the City of Saginaw is desirous to receive CDBG funds to improve the quality of life within the identified target area of the City; and

WHEREAS, on March 17, 2020, the City Council of the City of Saginaw held a Public Hearing regarding the proposed 46th year CDBG application; and

WHEREAS, all interested citizens were provided an opportunity to address the City Council concerning said application;

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

1. The City of Saginaw's 2020 – 46th year CDBG project shall be new sidewalk construction in 215-500 blocks of Bluebonnet Street.
2. The said application shall include a request for a 2020 – 46th year CDBG projected allocation of $160,000.00 and $40,000 estimated participation from the City of Saginaw.

PASSED AND APPROVED THIS 3rd DAY OF MARCH, 2020.

APPROVED: _____

Todd Flippo, Mayor

ATTEST: _____

Janice England, City Secretary

APROVED AS TO FORM AND LEGALITY: _____

Bryn Meredith, City Attorney

Tarrant County, Texas
Community Development Block Grant
Program Year 2020 | 46th Year CDBG

CDBG PROJECT PROPOSAL

DUE BY 12 NOON, JANUARY 31, 2020
(Data required for all peach colored boxes)

CITY NAME: City of Saginaw

CITY CONTACT NAME	CITY CONTACT E-MAIL	CITY CONTACT PHONE
Rick Trice	rtrice@saginawtx.org	817-230-0449

ENGINEER INFORMATION

List all requested information pertaining to the project's Engineer, if available.

ENGINEERING FIRM NAME	ENGINEER NAME	ENGINEER EMAIL	ENGINEER PHONE #
Kimley-Horn and Associates, Inc.	*Trenton Tidwell, P.E.*	*trenton.tidwell@kimley-horn.com*	*817-339-2281*

PROJECT INFORMATION

PROJECT TYPE	PROJECT ADDRESS	PROJECT CENSUS BLOCK GROUP (MUST BE > 50.78%)
New Sidewalks	*Bluebonnet Street (215-500)*	1140.06/03

Project Address must give street name with block number

Project entails purchasing ROW or other property: Yes ☐ | No ☒

(ANY ISSUES REGARDING "RIGHT OF WAY" OR ANY ACQUISITION OF REAL PROPERTY MUST BE CLEARED OR IN PROCESS OF CLEARING BY THE TIME OF SUBMITTAL USING URA GUIDELINES found in CDBG Guide.)

PROJECT DESCRIPTION: Must fully explain what the project is, what will be done, where the project will take place (ie, which side of road and between what streets), the length of materials involved and the type of materials that exist and will be replaced with. If a multi-year project, please indicate. Go to part 6 to give description of need and problem to be addressed.

The limits of the project will be along the east side of Bluebonnet Street from West Southern Avenue to West Green Street. The project will install 1400 linear feet of concrete sidewalk along Bluebonnet as well as ADA compliant pedestrian curb ramps.

SERVICE AREA DESCRIPTION: Must include street boundaries of those who are benefiting from this project. [example; mustang st (north), main st. (south), magnolia st (east), tarrant dr. (west)] those residents who are affected lay within the "service area". For example, if a water/sewer improvement is made, think about who will receive direct benefit from this improvement and which way the water will flow. From this you should be able to outline a boundary to call your "service area".

The direct service area will include residents along Bluebonnet Street within the limits described in the Project Description. The residents of these streets, and the entire neighborhood, will benefit from the increased safety and accessibility as they walk to the nearby Saginaw Elementary School, Sar Shalom Synagogue, Saginaw United Methodist Church, Saginaw Municipal Court and Saginaw Parks & Recreation center.

LAND USE INFORMATION

Thinking about the boundaries that you just indicated for the "service area", fill in the table with the appropriate acreage of the land used within those boundaries. Please remember that **at least 70% of your service area must be residential, except for ADA Barrier Removal activities under Limited Clientele.** Look at land use maps.

State Land Use Codes	Land Use in Acres	Total Acres in Service Area	% of Total Service Area
A1 (Single Family Residential)	4.2	5.8	72.4%
A2 (Mobile Homes)			
B1 (Multi-family Residential)			
C1 (Residential Vacant)			
C2 (Commercial Vacant)			
C6 (Exempt – ROW)			
D3 (Farm land)			
D4 (Undeveloped)			
F1 (Commercial)			
F2 (Industrial)			
J1-8 (Utilities)			
OTHER (X3 – Religious Exempt)	1.6	5.8	27.6%
TOTAL RESIDENTIAL:	4.2	5.8	**72.4%**

REQUIRED MAPS

PLEASE MAKE SURE TO INCLUDE:

INCLUDED	
☒	MAP(S) INDICATING SERVICE AREA OUTLINING PROJECT AREA
☒	MAP OF FEMA FLOOD MAP (FIRM) OF OUTLINING PROJET AREA*
☒	OTHER MAPS (IE, SHOWING WATER OR SEWER FLOW)

*PROJECTS IN THE FLOODWAY ARE NOT ELIGIBLE

BUDGET OVERVIEW

DESCRIPTION OF ITEM	QUANTITY	UNIT PRICE	AMOUNT	NOTES
Mobilization and Site Prep	1 LS	$20,000.00	$20,000.00	
Combination Ramp (Curb & Sidewalk Removal + Installation)	3 EA	$2,800.00	$8,400.00	
4" Concrete Sidewalk (6' Wide)	6900 SF	$6.00	$41,400.00	
Concrete Driveway Removal & Replacement	3200 SF	$15.00	$48,000.00	
Water Valve Adjustments	15 EA	$500.00	$7,500.00	
Traffic Control	1 LS	$4,000.00	$4,000.00	
Sodding and Landscape Restoration	1 LS	$7,500.00	$7,500.00	
Striping	1 LS	$2,000.00	$2,000.00	
Contingency/Miscellaneous	1 LS	$21,200.00	$21,200.00	

Estimated Construction Subtotal	$ 160,000.00
Design/Engineering Subtotal	$ 40,000.00
TOTAL ESTIMATED PROJECT COSTS	$ 200,000.00

City Leverage Amount *(if applicable)*	
City Paid Design/Engineering *(if applicable)*	$ 40,000
Other Sources *(if applicable)*	
Assumed CDBG award	$ 160,000
Total Estimated Funds Available	$ 200,000

NOTE: balance of project MUST be leveraged by the city in order to have a completed and useable project upon final inspection. Assumption of CDBG allocation estimates can be seen in the example of Tiering Projects in the CDBG Guide. Total project costs must equal estimated funds available.

PROJECT JUSTIFICAITON

NEED AND PROBLEMS: Describe the need and problem to be addressed. By stressing your need here will give greater justification in project selection. Provide details of whether or not this project will complement another project within the city or surrounding cities?

Currently there is minimal existing sidewalk in the Saginaw Elementary School neighborhood. Without sidewalks and ADA compliant curb ramps, it poses safety concerns and barriers for pedestrians. It is necessary to construct the sidewalks and curb ramps for increase connectivity to nearby facilities and throughout the neighborhood. It is the intention for the City of Saginaw to continue with the construction of sidewalks throughout this neighborhood with future projects.

FINANCIAL NEED: A brief explanation is needed for CDBG funding request and an explanation of current revenue. This should be accompanied by a brief financial summary report indicating assets and liabilities in general and specific reports in relation to the infrastructure being proposed.

The City has funds available; however, the City needs CDBG monies in order to construct this project. With CDBG funding the City of Saginaw is able to ensure that infrastructure projects will continue to be focused in the Target/lower income areas.

ENVIRONMENTAL & NEIGHBORHOOD CONDITIONS: Give a brief description of the environment of the project and service areas. Will this project help improve the conditions? If so, how? Is this a developed area or undeveloped? Are there sensitive habitats? Will there be nuisances such as dust (air pollution), surface water problems and/or traffic issues during the project implementation?

The existing neighborhood conditions are a developed subdivision built in the 1960's. This project will help improve the walkability, safety, accessibility and connectivity for not only the direct service areas, but the entire neighborhood.

There are no known sensitive habitats that will be affected by this project. Construction related nuisances such as dust will be addressed with the contractor if they occur. This project is not expected to cause any nuisances to the area above normal construction activities.

REQUIRED SUPPLEMENTAL INFORMATION

ITEM	INCLUDED	COMMENTS
City Annual Financial Information (The most current City Financial Summary available that shows assets and liabilities and/or line items indicating amount reserved for public infrastructure projects paid by the city. *One page summary will suffice.)*	☒ *Check here if you have included*	
City Comprehensive Plan or equivalent (If the city has a comprehensive plan, please include the portion which indicates community goals and future plans for land use in respect to using CDBG funds for projects or a web link.)	☒*Check here if you have included or emailed Planner*	
Date of City Public Hearing (The intent to the public hearing during city council meeting is to let your council and public know what you want to do with these federal funds and to listen to any comments, objections and finally approval by your council to move forward with the project. This can all be reflected in your minutes and a copy can be emailed to the planner when available.)	*3/3/2020*	**Public hearing scheduled for March 3, 2020.**
Copy of Public Notice (It is required that the City post a public notice at least 10 business days prior to an actual meeting, a public meeting will occur in city chambers discussing this project, hear any comments given and a certified copy of minutes plus any comments made will be sent to the planner to go with the proposal.)	☐*Check here if you have included*	**To be delivered after public hearing.**
Copy of Public Hearing Minutes (Attach a copy of the approved public hearing minutes and a copy of the public notice. *If the hearing is scheduled and has not been executed, please mail or fax a copy of the public notice and approved public hearing minutes to the senior planner or CDBG Project administrator as soon as minutes are approved.*)	☐*Check here if you have included*	**To be delivered after public hearing.**
Copies of any Citizen Input or additional comments	☐*Check here if you have included, if any*	**To be delivered after public hearing.**
Map showing boundary of service area	☒*Check here if you have included, if any*	

CITY OF SAGINAW
46th YEAR CDBG APPLICATION &
COMPREHENSIVE PLAN

Attached, please find the 46th year CDBG application. Within the application are the following, as required.

- Project location maps (CDBG Target Area Map, FEMA FIRM, service area GIS and utility map).

Included, also please find our most current year's financial summary and 2019 census.

This application is for a project to design and construct concrete sidewalks and ADA compliant curb ramps along the east side of Bluebonnet Street from West Southern Avenue to West Green Street. There are approximately 12 single family residential homes directly adjacent to the project as well as one religious exempt facility.

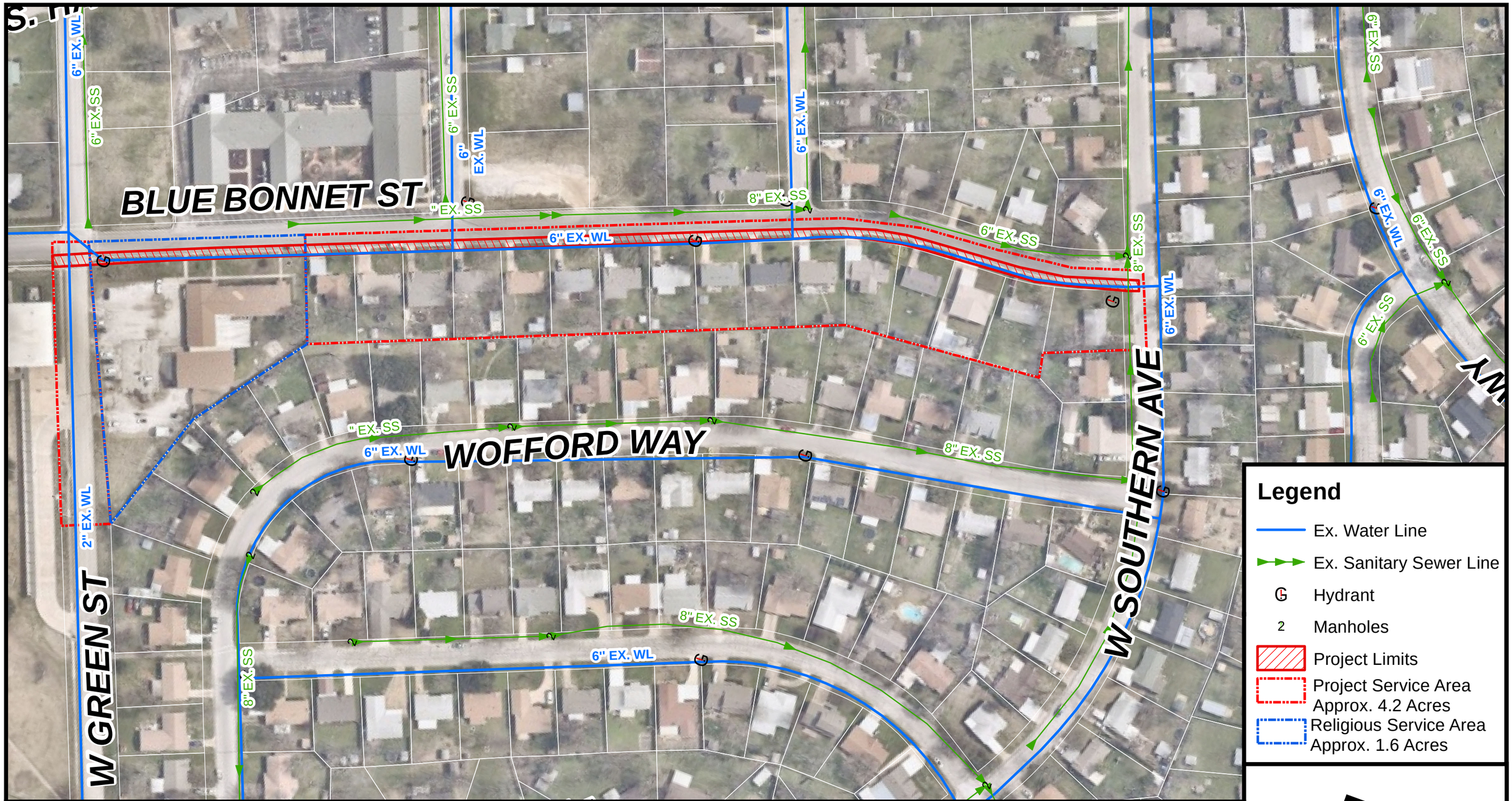
The City plans to use the CDBG funds to complement other City projects and funds to substantially improve the neighborhood. In particular, the next few years' CDBG projects will continue to include sidewalk and curb ramp construction along several streets within the Target Areas using both City and CDBG funds.



City of Saginaw

SAGINAW CDBG - SIDEWALKS AND RAMPS - 2020

Kimley»Horn



City of Saginaw

City of Saginaw
EXISTING UTILITIES

Kimley»Horn

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILTY FOR INTEM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
TRENTON D TIDWELL, P.E.
SERIAL NO. 131122
DATE JANUARY 2020

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction, and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The **projection** used in the preparation of this map was Texas State Plane, Zone North Central (FIPS 4202). The **horizontal datum** was NAD83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at https://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey, SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit their website at https://www.ngs.noaa.gov/.

Base map information shown on this FIRM was derived from multiple sources. This information was compiled from the U.S. Geological Survey, 1989, National Geodetic Survey, 2004, FEMA existing DFIRM data, 2009, and the North Central Texas Council of Governments, 2007 and 2010.

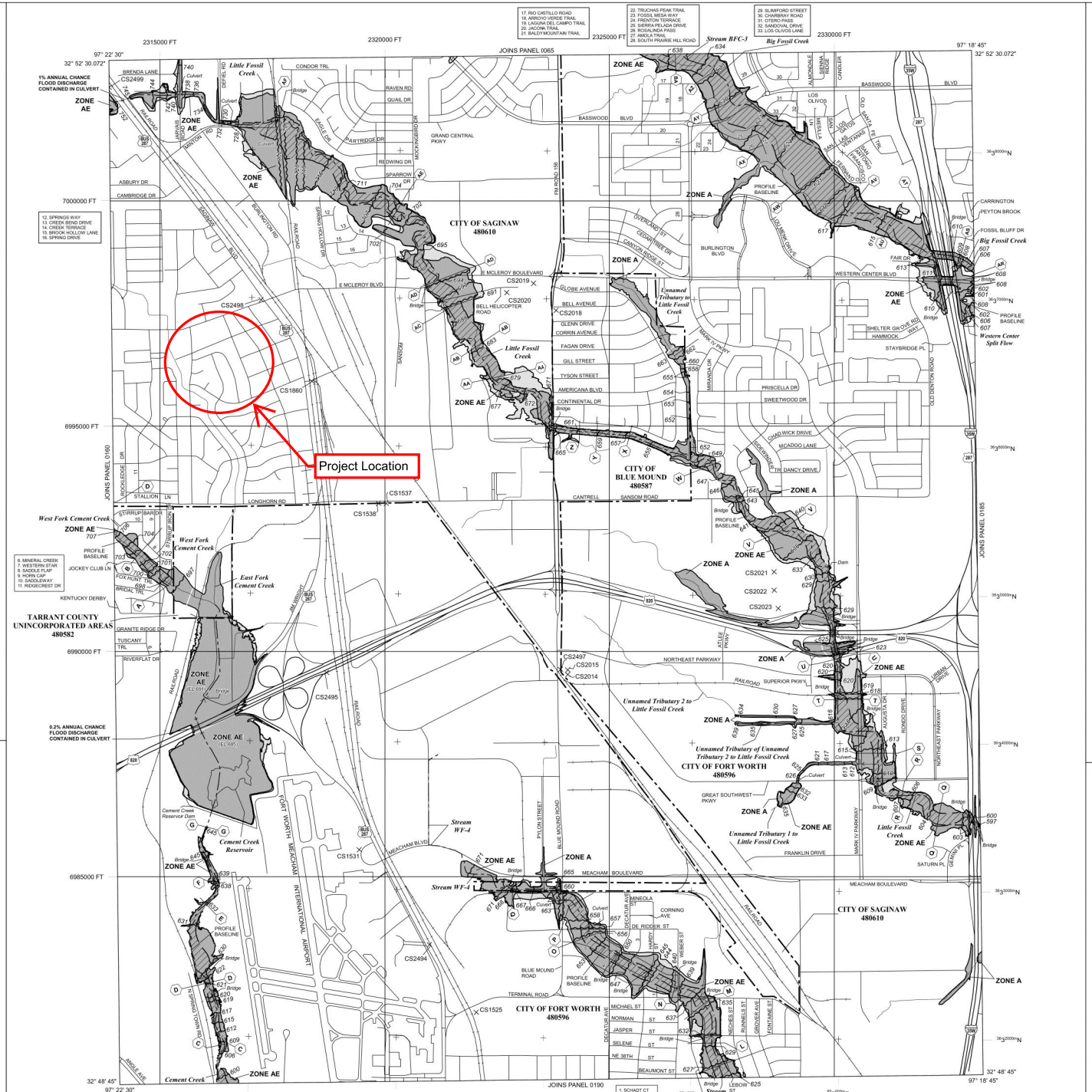
This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For information on available products associated with this FIRM visit the **FEMA Map Service Center** (MSC) website at https://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have **questions about this map**, how to order products or the National Flood Insurance Program in general, please call the **FEMA Map Information eXchange (FMIX)** at **1-877-FEMA-MAP** (1-877-336-2627) or visit the FEMA website at https://www.fema.gov/national-flood-insurance-program.



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% Annual Chance Floodplain Boundary

0.2% Annual Chance Floodplain Boundary

Floodway boundary

Zone D boundary

CBRS and OPA boundary

Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities.

513 Base Flood Elevation line and value; elevation in feet*

(EL 987) Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

A — A Cross section line

23 — 23 Transect line

45° 02' 08", 93° 02' 12" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere

3100000 FT 5000-foot ticks: Texas State Plane North Central Zone (FIPS Zone 4202), Lambert Conformal Conic projection

3639000mN 1000-meter Universal Transverse Mercator grid values, zone 14

DX5510 Bench mark (see explanation in Notes to Users section of this FIRM panel)

M1.5 River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
January 6, 1993

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
August 2, 1995
August 23, 2000
September 25, 2009
March 21, 2019

-For reasons of revision see Notice to Flood Insurance Study Users page in the Flood Insurance Study report.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 1000'
500 0 1000 2000 FEET
300 0 300 600 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0180L

FIRM

FLOOD INSURANCE RATE MAP

TARRANT COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 180 OF 495
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

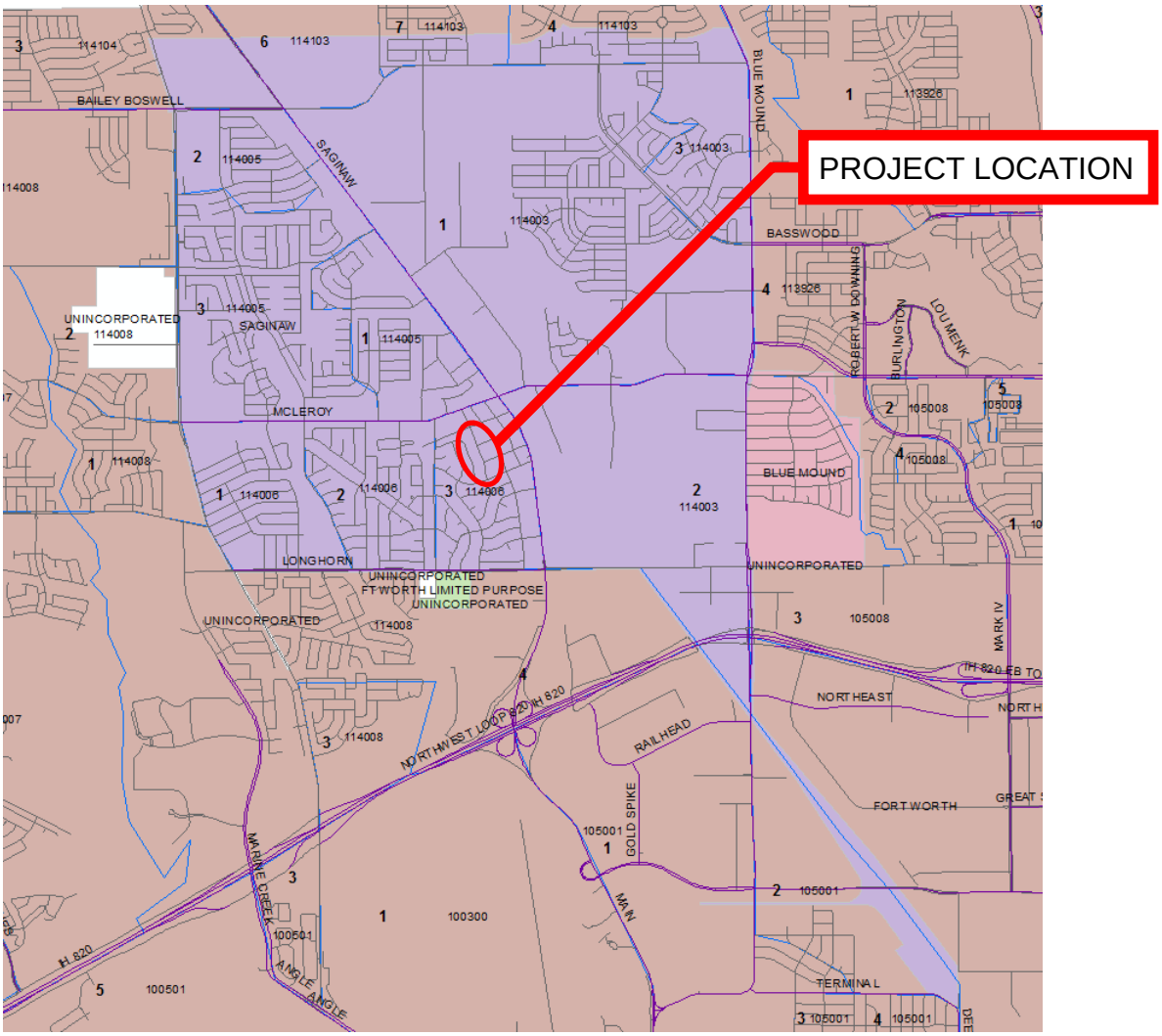
COMMUNITY	NUMBER	PANEL	SUFFIX
BLUE MOUND, CITY OF	480587	0180	L
FORT WORTH, CITY OF	480596	0180	L
SAGINAW, CITY OF	480610	0180	L
TARRANT COUNTY, UNINCORPORATED AREAS	480582	0180	L

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
48439C0180L
MAP REVISED
MARCH 21, 2019

Federal Emergency Management Agency

City of Saginaw – 2019 HUD Low/Moderate Income Data by Block Group



2019 HUD LMISD *(effective April 1, 2019)*

1140.03/01	21.58%
1140.03/02	49.26% !
1140.03/03	29.59%
1140.05/01	37.81%
1140.05/02	49.26% !
1140.05/03	23.91%
1140.06/01	27.01%
1140.06/02	36.55%
1140.06/03	**53.26%****

1050.01/01	**95.87%**
1050.01/02	**53.37%**
1050.06/01	**68.32%**
1050.08/03	33.66% !
1141.03/04	1.10%
1141.03/06	28.10%
1141.03/07	22.75%
1141.04/03	29.44%

****New eligibility** using 2010 Census data Geography, based on the 2011-2015 American Community Survey (ACS) data,
"!" Signifies decrease LMI and no longer eligible

NOTE: Effective July 2019, **Eligible area must be 50.78% or higher** for Tarrant County Consortium Cities

*The LMISD are derived from special data tabulations provided to HUD by the U.S. Census Bureau. The special tabulations include data on family income, which were based on the Decennial Census in previous years and are now based upon the American Community Survey (ACS). HUD anticipates receiving these special tabulations of ACS data every five years. As always, the LMISD will be slightly revised each year for changes to grantee jurisdictions and Entitlement CDBG program participations. However, the family income data from ACS, upon which the LMISD are based, will only be fully updated upon receipt of the special tabulations every five years.

QUALIFIED SURVEYED AREAS = NO SURVEY EXECUTED

CITY OF SAGINAW

CONSOLIDATED BUDGET SUMMARY BY FUND

SCHEDULE OF SOURCES AND USES OF FUNDS AND CHANGES IN FUND BALANCE

	GOVERNMENTAL FUNDS				
	General Fund	Debt Service Fund	Capital Projects Fund	CCPD Fund	Drainage Utility Fund
Revenues					
Property Taxes	$ 5,987,865	$ 3,770,280	$ -	$ -	$ -
Sales Taxes	5,070,880			1,209,720	
Other Taxes	56,000	27,000			
Franchise Fees	1,625,840				
Licenses, Permits, Fines, and Fees	1,712,940				
Grant Assistance	80,470			3,250	
Interest Income	100,000	50,000	50,000	4,800	39,000
Other Income	358,390		4,000,000		-
Charges for Services					810,000
Total Revenues	$ 14,992,385	$ 3,847,280	$ 4,050,000	$ 1,217,770	$ 849,000
Other Financing Sources					
Transfers from other funds	$ 1,884,030	$ -	$ 179,610	$ -	$ -
Bond Proceeds			-		
Use of Bond Funds			4,600,390		
Use of Escrow Funds	-				
Use of Beginning Fund Balance	729,080	2,515	-	82,795	992,660
Total Other Financing Sources	$ 2,613,110	$ 2,515	$ 4,780,000	$ 82,795	$ 992,660
Total Available Resources	**$ 17,605,495**	**$ 3,849,795**	**$ 8,830,000**	**$ 1,300,565**	**$ 1,841,660**
Operating Expenditures					
General Gov't/Economic Dev.	$ 2,499,360	$ -	$ -	$ -	$ -
Municipal Court	217,725				
Fire	3,733,850				
Police	5,321,230			75,760	
Community Services	1,415,195				
Library	631,570				
Public Works	2,402,765		-		58,700
Total Operating Expenditures	$ 16,221,695	$ -	$ -	$ 75,760	$ 58,700
Other Financing Uses					
Capital Outlay					
General Gov't/Economic Dev.	$ 70,195	$ -	$ -	$ -	$ -
Municipal Court	1,000				
Fire	331,000				
Police	11,000			177,500	
Community Services	120,225				
Library	-				
Public Works	627,505		8,830,000		1,567,000
Total Capital Outlay	1,160,925	-	8,830,000	177,500	1,567,000
Debt Service		3,849,795			
Transfer to Other Funds	222,875	-	-	1,047,305	215,960
Total Other Financing Uses	$ 1,383,800	$ 3,849,795	$ 8,830,000	$ 1,224,805	$ 1,782,960
Total Uses of Resources	**$ 17,605,495**	**$ 3,849,795**	**$ 8,830,000**	**$ 1,300,565**	**$ 1,841,660**
Change in Fund Balance	$ (729,080)	$ (2,515)	$ (4,600,390)	$ (82,795)	$ (992,660)
Beginning Fund Balance	**$ 10,069,562**	**$ 1,211,474**	**$ 6,580,390**	**$ 415,233**	**$ 2,182,476**
Ending Fund Balance	**$ 9,340,482**	**$ 1,208,959**	**$ 1,980,000**	**$ 332,438**	**$ 1,189,816**

CITY OF SAGINAW

CONSOLIDATED BUDGET SUMMARY BY FUND

SCHEDULE OF SOURCES AND USES OF FUNDS AND CHANGES IN FUND BALANCE

	GOVERNMENTAL FUNDS			PROPRIETARY FUNDS	
	Street Maintenance Fund	Donations Fund	General Escrow Fund	Water/Wastewater Escrow Fund	Enterprise Fund
Revenues					
Property Taxes	$ -	$ -	$ -	$ -	$ -
Sales Taxes	426,965				
Other Taxes			83,865		
Franchise Fees					
Licenses, Permits, Fines, and Fees			18,700	-	
Grant Assistance					
Interest Income	10,000	6,000	16,190	20,000	156,000
Other Income		275,840	42,000		175,000
Charges for Services					9,198,000
Total Revenues	$ 436,965	$ 281,840	$ 160,755	$ 20,000	$ 9,529,000
Other Financing Sources					
Transfers from other funds	$ -	$ -	$ 43,265	$ 20,245	$ 1,172,235
Bond Proceeds					
Use of Bond Funds					
Use of Escrow Funds			-	1,045,805	
Use of Beginning Fund Balance	347,515	-			2,219,130
Total Other Financing Sources	$ 347,515	$ -	$ 43,265	$ 1,066,050	$ 3,391,365
Total Available Resources	**$ 784,480**	**$ 281,840**	**$ 204,020**	**$ 1,086,050**	**$ 12,920,365**
Operating Expenditures					
General Gov't/Economic Dev.	$ -	$ 20,000	$ 50,000	$ -	$ -
Municipal Court			1,100		
Fire		14,100			
Police		-			
Community Services		59,000			
Library		49,000			
Public Works	350,000	-		-	7,920,800
Total Operating Expenditures	$ 350,000	$ 142,100	$ 51,100	$ -	$ 7,920,800
Other Financing Uses					
Capital Outlay					
General Gov't/Economic Dev.	$ -	$ -	$ 10,000	$ -	$ -
Municipal Court			7,000		
Fire					
Police			-		
Community Services		25,000			
Library					
Public Works	434,480	10,000	-		4,003,600
Total Capital Outlay	434,480	35,000	17,000	-	4,003,600
Debt Service					281,890
Transfer to Other Funds	-	8,120	5,000	1,086,050	714,075
Total Other Financing Uses	$ 434,480	$ 43,120	$ 22,000	$ 1,086,050	$ 4,999,565
Total Uses of Resources	**$ 784,480**	**$ 185,220**	**$ 73,100**	**$ 1,086,050**	**$ 12,920,365**
Change in Fund Balance	$ (347,515)	$ 96,620	$ 130,920	$ (1,045,805)	$ (2,219,130)
Beginning Fund Balance	**$ 1,662,125**	**$ 307,229**	**$ 1,523,307**	**$ 1,903,475**	**$ 6,704,930**
Ending Fund Balance	**$ 1,314,610**	**$ 403,849**	**$ 1,654,227**	**$ 857,670**	**$ 4,485,800**

CITY OF SAGINAW

CONSOLIDATED BUDGET SUMMARY BY FUND

SCHEDULE OF SOURCES AND USES OF FUNDS AND CHANGES IN FUND BALANCE

	Total All Funds 2019-2020 (Adopted)	Total All Funds 2018-2019 (Revised)	Total All Funds 2017-2018 (Actual)
Revenues			
Property Taxes	$ 9,758,145	$ 8,879,430	$ 8,059,747
Sales Taxes	6,707,565	6,597,300	6,356,478
Other Taxes	166,865	126,000	210,630
Franchise Fees	1,625,840	1,670,000	1,660,835
Licenses, Permits, Fines, and Fees	1,731,640	2,078,850	2,393,773
Grant Assistance	83,720	57,775	54,440
Interest Income	451,990	858,825	621,204
Other Income	4,851,230	912,615	1,459,769
Charges for Services	10,008,000	10,391,400	11,397,632
Total Revenues	$ 35,384,995	$ 31,572,195	$ 32,214,507
Other Financing Sources			
Transfers from other funds	$ 3,299,385	$ 2,088,750	$ 2,403,683
Bond Proceeds	-	2,000,000	-
Use of Bond Funds	4,600,390	628,300	5,389,206
Use of Escrow Funds	1,045,805	-	232,839
Use of Beginning Fund Balance	4,373,695	1,834,020	87,134
Total Other Financing Sources	$ 13,319,275	$ 6,551,070	$ 8,112,863
Total Available Resources	**$ 48,704,270**	**$ 38,123,265**	**$ 40,327,370**
Operating Expenditures			
General Gov't/Economic Dev.	$ 2,569,360	$ 2,542,000	$ 2,385,282
Municipal Court	218,825	211,805	190,430
Fire	3,747,950	3,435,210	3,286,535
Police	5,396,990	5,019,730	4,474,005
Community Services	1,474,195	1,365,415	1,282,319
Library	680,570	667,690	594,998
Public Works	10,732,265	11,850,335	11,637,888
Total Operating Expenditures	$ 24,820,155	$ 25,092,185	$ 23,851,456
Other Financing Uses			
Capital Outlay			
General Gov't/Economic Dev.	$ 80,195	$ 38,900	$ 19,070
Municipal Court	8,000	30,405	-
Fire	331,000	409,300	708,247
Police	188,500	815,560	266,113
Community Services	145,225	82,375	77,937
Library	-	15,000	-
Public Works	15,472,585	5,598,835	7,522,301
Total Capital Outlay	16,225,505	6,990,375	8,593,668
Debt Service	4,131,685	3,674,865	3,864,251
Transfer to Other Funds	3,299,385	2,066,750	2,403,683
Total Other Financing Uses	$ 23,656,575	$ 12,731,990	$ 14,861,603
Total Uses of Resources	**$ 48,476,730**	**$ 37,824,175**	**$ 38,713,058**
Change in Fund Balance	$ (9,792,350)	$ (2,163,230)	$ (4,094,868)
Beginning Fund Balance	**$ 32,560,200**	**$ 34,723,430**	**$ 38,818,298**
Ending Fund Balance	**$ 22,767,850**	**$ 32,560,200**	**$ 34,723,430**

CITY OF SAGINAW
5-YEAR FUND SUMMARY
2019 - 2020

RESOURCES	ACTUAL 2015-2016	ACTUAL 2016-2017	ACTUAL 2017-2018	REVISED BUDGET 2018-2019	ADOPTED BUDGET 2019-2020	% CHANGE FROM LAST YEAR
GENERAL	$ 14,042,805	$ 14,849,852	$ 15,902,019	$ 16,512,205	$ 16,876,415	2.21%
DEBT SERVICE	9,264,910.41	3,284,245.82	3,534,963	3,488,610	3,847,280	10.28%
CAPITAL PROJECTS	126,718	8,216,855	160,381	2,153,000	4,229,610	96.45%
CCPD	1,029,336	1,188,451	1,160,759	1,196,850	1,217,770	1.75%
DRAINAGE UTILITY	594,461	763,543	804,579	843,400	849,000	0.66%
STREET MAINTENANCE	369,596	400,486	423,931	452,100	436,965	-3.35%
DONATIONS	159,714	169,934	176,220	271,425	281,840	3.84%
GENERAL ESCROW	759,037	81,575	414,000	199,915	204,020	2.05%
WATER/WASTEWATER ESCROW	459,850	487,845	422,877	359,485	40,245	-88.80%
ENTERPRISE	9,839,528	9,704,663	11,618,462	10,183,955	10,701,235	5.08%
TOTAL RESOURCES	**$ 36,645,956**	**$ 39,147,451**	**$ 34,618,190**	**$ 35,660,945**	**$ 38,684,380**	**8.48%**

USE OF RESOURCES	ACTUAL 2015-2016	ACTUAL 2016-2017	ACTUAL 2017-2018	REVISED BUDGET 2018-2019	ADOPTED BUDGET 2019-2020	% CHANGE FROM LAST YEAR
GENERAL	$ 13,143,482	$ 13,894,309	$ 15,951,212	$ 18,042,035	$ 17,605,495	-2.42%
DEBT SERVICE	9,431,738	3,437,534	3,572,904	3,392,610	3,849,795	13.48%
CAPITAL PROJECTS	2,359,279	6,185,955	5,549,587	2,781,300	8,830,000	217.48%
CCPD	1,151,130	1,258,332	1,147,840	1,306,790	1,300,565	-0.48%
DRAINAGE UTILITY	279,078	204,345	288,832	877,965	1,841,660	109.76%
STREET MAINTENANCE	223,317	232,108	220,411	445,750	784,480	75.99%
DONATIONS	140,896	190,927	124,021	288,840	185,220	-35.87%
GENERAL ESCROW	112,035	79,066	89,423	164,060	73,100	-55.44%
WATER/WASTEWATER ESCROW	530,707	189,665	655,716	198,600	1,086,050	446.85%
ENTERPRISE	8,074,177	9,720,885	11,113,113	10,326,225	12,920,365	25.12%
TOTAL USE OF RESOURCES	**$ 35,445,839**	**$ 35,393,127**	**$ 38,713,058**	**$ 37,824,175**	**$ 48,476,730**	**28.16%**
SURPLUS (DEFICIT)	**$ 1,200,117**	**$ 3,754,323**	**$ (4,094,868)**	**$ (2,163,230)**	**$ (9,792,350)**	
	Note 1	*Note 2*	*Note 3*	*Note 4*	*Note 5*	

Please see next pages for Notes and explanation of variances

City of Saginaw

Meeting Date: 3/17/2020

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

Agenda Items: (7)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
PUBLIC HEARING – Consideration and Action Regarding a Recommendation from the Planning and Zoning Commission Regarding Amendment of the Zoning Ordinance (No. 2002-04) Amending the Regulations for "Parking Lot, Off Premises" (Ordinance No. 2020-06)

BACKGROUND/DISCUSSION:
The City has recently seen an increase in uses that allow off premise parking of commercial vehicles. The vehicles are parked for varying periods of times. However, in some cases, vehicles regularly enter and leave the site creating traffic impacts on the adjacent roadway system. The proposed ordinance revision will require a Special Use Permit to allow regulatory oversight of the use and mitigation of traffic and other impacts.

It is proposed that Article 12, Section 12-2 (Definitions) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw be amended by adding the following definition:

> *Parking lot, off premises*. A structure or lot, either secured for private use or open to the public, located more than three hundred (300') feet from any benefited business, devoted to the parking of automobiles, commercial vehicles, or other equipment.

In addition, Article 5, Section 5-1 (Permitted Use Table) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw is proposed to be amended by adding the "Parking lot, off premises" use under the "Automotive Uses" to a use requiring a SUP in the CC (Community Commercial), LI (Light Industrial), and HI (Heavy Industrial) zoning district in the Permitted Use Table.

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
A	S	S	S	S	S	D	Z	M	M	M		O	N	C	C	L	H	

G	F 1	F 2	F 3	F 4	F A	X	L L	H	F 1	F 2		P	C	C	F	I	I	
											Parking lot, off premises	S	S	S	S	S	S	7

The Planning and Zoning Commission met on March 10, 2020 and unanimously recommended the ordinance amendment for consideration by City Council.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
Staff recommends that Ordinance 2020-06 be approved as recommended by the Planning and Zoning Commission.

ATTACHMENTS:

Description

Proposed Ordinance 2020-06
P&Z Minutes March 10, 2020
P&Z Packet March 10, 2020

ORDINANCE NO. 2020-06

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO ADD REGULATIONS GOVERNING THE USE: "PARKING LOT, OFF PREMISES;" PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Saginaw, Texas has a substantial interest in protecting the health, safety, welfare, convenience and enjoyment of the general public and has adopted zoning regulations to further this interest; and

WHEREAS, public hearings in accordance with the requirements of the Local Government Code were held after proper notice of these hearings was given in accordance with said Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS:

SECTION 1.

That Article 12, Section 12-2 (Definitions) of Appendix A, "Zoning," to the Code of Ordinances of the City of Saginaw, is hereby amended by adding the following definition:

> *Parking lot, off premises*. A structure or lot, either secured for private use or open to the public, located more than three hundred (300') feet from any benefited business, devoted to the parking of automobiles, commercial vehicles, or other equipment.

SECTION 2.

That Article 5, Section 5-1 (Permitted Use Table) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw is hereby amended by adding the "Parking lot, off premises" use under the "Automotive Uses," as a use requiring an SUP in the OP (Office Professional), NC (Neighborhood Commercial, CC (Community Commercial), CF (Community Facilities), LI (Light Industrial), and HI (Heavy Industrial) zoning districts, within the Permitted Use Table, as follows:

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
											Parking lot, off premises	S	S	S	S	S	S	7

SECTION 3.

That this ordinance shall be cumulative of all other ordinances of the City of Saginaw and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 4.

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section**.**

SECTION 5.

That all rights or remedies of the City of Saginaw, Texas, are expressly saved as to any and all violations of the City Code or any amendments thereto regarding parking lot facilitites that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2000.00) for each violation of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

The City Secretary of the City of Saginaw is hereby directed to publish at least twice in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 8.

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED ON this the _____ day of _____, 2020.

_____
TODD FLIPPO, MAYOR

ATTEST:

_____
JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____
BRYN MEREDITH, CITY ATTORNEY

MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCLEROY BOULEVARD
March 10, 2020

Present at the Meeting:

Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Member	Place No. 4	Malinda Julien
Director Public Works		Rick Trice
City Attorney		Alicia Kreh
Recording Secretary		Mary Ragle

Absent from the Meeting:

Chairman	Place No. 3	Matthew Lewis
Member `	Place No. 5	Jason LaBruyere
Alternate Member	Alt. No. 2	Randy Villarreal
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Jon Julien

(1) Call to Order

Vice Chairman Haney called the meeting to order at 6:01 p.m.

(2) Roll Call to Establish Quorum

Vice Chairman Haney called roll. The quorum will consist of Vice Chairman Haney, Members Barngrover, Julien,

(3) Audience participation

Vice Chairman Haney explained the procedure to follow to address the Commission.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on February 11, 2020 were presented for approval. A motion was made by Member Barngrover with a second by Member Julien to approve the minutes for February 11, 2020 as presented. Motion carried unanimously.

For: Vice Chairman Haney
Members Barngrover, Julien

Against: None

Absent Chairman Lewis, Member LaBruyere, Alternate Members Peet, Villarreal

(5) PZ 0320-01 PUBLIC HEARING
Consideration And Action Regarding Approval Of Amending Ordinance 2002-04, The Zoning Regulations Of The City Of Saginaw, Texas; Amending The Requirements That Regulate Parking Lot, Off Premises

Vice Chairman Haney opened the Public Hearing at 6:03 p.m.

Director of Public Works Rick Trice reviewed the information included in the members' packets for this item explaining the proposed ordinance revision will require a Specific Use Permit to allow regulatory oversight of the use and modification of traffic and other impacts created by Parking Lot, Off Premises.

Vice Chairman Haney asked if there were any more comments. There were none.

Vice Chairman Haney closed the public hearing at 6:05 p.m.

A motion was made by Member Barngrover with a second by Member Julien to recommend that the city council approve Ordinance No. 2020-06 amending regulations for Parking Lot, Off Premises. Motion carried.

For: Vice Chairman Haney
Members Barngrover, Julien

Against: None

Absent Chairman Lewis, Member LaBruyere, Alternate Members Peet, Villarreal

(6) PZ 0320-02 PUBLIC HEARING
Consideration And Action Regarding Approval Of Amending Ordinance No. 2002-04, The Zoning Regulations Of The City Of Saginaw, Texas, Amending The Requirements for Auto Car Wash

Vice Chairman Haney opened the public hearing at 6:06 p.m.

DPW Trice reviewed the information included in the members' packets. He reminded the members that the city had recently created a zoning overlay district for properties having frontage or access onto Saginaw Boulevard. He said that in the overlay district a Specific Use Permit is required for Auto Car Wash. Mr. Trice stated that staff is recommending that the Specific Use Permit be required throughout the City in the NC (Neighborhood Commercial) and CC (Community Commercial) zoning districts for the Auto Car Wash use.

Vice Chairman Haney asked if there were any additional questions or comments. There were none

Vice Chairman Haney closed the public hearing at 6:08 p.m.

A motion was made by Member Barngrover with a second by Member Julien to recommend that the city council approve Ordinance 2020-07 amending regulations for Auto Car Wash. Motion carried.

For: Vice Chairman Haney
Members Barngrover, Julien

Against: None

Absent Chairman Lewis, Member LaBruyere, Alternate Members Peet, Villarreal

(7) Staff Report

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

B. Previous Cases

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

(8) EXECUTIVE SESSION

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

a. Any Posted Item

No executive session was held

(9) Adjournment

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

For: Vice Chairman Haney
Members Barngrover, Julien

Against: None

Absent Chairman Lewis, Member LaBruyere, Alternate Members Peet, Villarreal

Vice Chairman Haney declared the meeting of March 10, 2020 closed at 6:13 p.m.

APPROVED:

_____

Matthew Lewis, Chairman

ATTEST:

_____

Mary Ragle, Recording Secretary

CITY OF SAGINAW PLANNING AND ZONING COMMISSION
NOTICE OF REGULAR MEETING AND PUBLIC HEARING
Saginaw City Hall
333 West McLeroy Boulevard
6:00 P.M. – Tuesday, March 10, 2020

(1)	**Call To Order**	Chairman Lewis
(2)	**Roll Call To Establish Quorum**	Chairman Lewis
(3)	**Audience Participation**	Chairman Lewis
(4)	**Approval Of Minutes** Regular Meeting And Public Hearing On February 11, 2020	Chairman Lewis
(5)	**PZ 0320-01 PUBLIC HEARING** Consideration And Action Regarding Approval Of Amending Ordinance No. 2002-04, The Zoning Regulations Of The City Of Saginaw, Texas; Amending The Requirements That Regulate Parking Lot, Off Premises	Public Works Director Rick Trice P. E.
(6)	**PZ 0320-02 PUBLIC HEARING** Consideration And Action Regarding Approval Of Amending Ordinance No. 2002-04, The Zoning Regulations Of The City Of Saginaw, Texas, Amending The Requirements for Auto Car Wash	Public Works Director Rick Trice, P. E.
(7)	**Staff Report**	Public Works Director
A.	Discussion Of Residential, Commercial And Industrial, And City Capital Projects	Rick Trice, P. E.
B.	Update Commission Of City Council Action On Previous Cases	

(8) **EXECUTIVE SESSION**

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

a. Any Posted Item

(9) **Adjournment** Chairman Lewis

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

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

Audience Participation

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

PLANNING AND ZONING COMMISSION

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

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

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

MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCLEROY BOULEVARD
FEBRUARY 11, 2020

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Member	Place No. 4	Malinda Julien
Member	Place No. 5	Jason LaBruyere
Alternate Member	Alt. No. 2	Randy Villarreal
Director Public Works		Rick Trice
City Attorney		Alicia Kreh
Recording Secretary		Mary Ragle

Absent from the Meeting:

Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Jon Julien
Jarred Coursey

(1) Call to Order

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

(2) Roll Call to Establish Quorum

Chairman Lewis called roll. The quorum will consist of Chairman Lewis, Vice Chairman Haney, Members Barngrover, Julien, LaBruyere, Alternate Member Villarreal

(3) Audience participation

Item bypassed.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on November 12, 2019 were presented for approval. A motion was made by Member LaBruyere with a second by Member Barngrover to approve the minutes for October 8, 2019 as presented. Motion carried unanimously.

For:	Chairman Lewis, Vice Chairman Haney Members Barngrover, Julien, LaBruyere, Alternate Member Villarreal
Against:	None
Absent	Alternate Member John Peet

(5) PZ 0120-01 PUBLIC HEARING
Consideration And Action Regarding Approval Of Amending Ordinance No. 2002-04, The Zoning Regulations Of The City Of Saginaw, Texas; Amending The Requirements That Regulate Snow Cone Stands

Chairman Lewis opened the Public Hearing at 6:03 p.m.

Director of Public Works Rick Trice reviewed the information included in the members' packets for this item explaining this amendment resulted from requests of the snow cone operators wanting to open in March instead of April.

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

Chairman Lewis closed the public hearing at 6:05 p.m.

A motion was made by Member Barngrover with a second by Member Julien to recommend that the city council approve Ordinance No. 2020-2 amending regulations for snow cone stands. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, Julien, LaBruyere, Alternate Member Villarreal

Against: None

Absent Alternate Member John Peet

(6) PZ 0120-02 PUBLIC HEARING
Consideration And Action Regarding Approval Of Amending Ordinance No. 2002-04, The Zoning Regulations Of The City Of Saginaw, Texas, Amending The Requirements Adding "Mobile Food Truck Unit Park" As A Permitted Use In Community Facilities

Chairman Lewis opened the public hearing at 6:06 p.m.

DPW Trice reviewed the information included in the members' packets explaining this amendment is to show that Mobile Food Unit Park is allowed in Community Facility on the Permitted Use Table.

Chairman Lewis asked if there were any additional questions or comments. There were none

Chairman Lewis closed the public hearing at 6:07 p.m.

A motion was made by Vice Chairman Haney with a second by Member LaBruyere to recommend that the city council approve Ordinance 2020-03 amending regulations for Mobile Food Truck Unit Park. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, Julien, LaBruyere, Alternate Member Villarreal

Against: None

Absent Alternate Member John Peet

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

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

(8) EXECUTIVE SESSION

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

a. Any Posted Item

No executive session was held

(9) Adjournment

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

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, Julien, LaBruyere, Alternate Member Villarreal

Against: None

Absent Alternate Member John Peet

Chairman Lewis declared the meeting of February 11, 2020 closed at 6:14 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary

DATE: March 4, 2020

TO: Chairman and Members of the Planning and Zoning Commission

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

SUBJECT: Ordinance Amendment Regarding "Parking Lot, Off Premises" Use

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PUBLIC HEARING – AN ORDINANCE OF THE CITY OF SAGINAW AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND THE REGULATIONS FOR "PARKING LOT, OFF PREMISES"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND/DISCUSSION:

The City has recently seen an increase in uses that allow off premise parking of commercial vehicles. The vehicles are parked for varying periods of times. However, in some cases, vehicles regularly enter and leave the site creating traffic impacts on the adjacent roadway system. The proposed ordinance revision will require a Special Use Permit to allow regulatory oversight of the use and mitigation of traffic and other impacts.

It is proposed that Article 12, Section 12-2 (Definitions) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw be amended by adding the following definition:

> *Parking lot, off premises*. A structure or lot, either secured for private use or open to the public, located more than three hundred (300') feet from any benefited business, devoted to the parking of automobiles, commercial vehicles, or other equipment.

In addition, Article 5, Section 5-1 (Permitted Use Table) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw is proposed to be amended by adding the "Parking lot, off premises" use under the "Automotive Uses" to a use requiring a SUP in the CC (Community Commercial), LI (Light Industrial), and HI (Heavy Industrial) zoning district in the Permitted Use Table.

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZLL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
											Parking lot, off premises	S	S	S	S	S	S	7

Attachments: Draft Zoning Ordinance amendment

ORDINANCE NO. 2020-06

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO ADD REGULATIONS GOVERNING THE USE: "PARKING LOT, OFF PREMISES;" PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Saginaw, Texas has a substantial interest in protecting the health, safety, welfare, convenience and enjoyment of the general public and has adopted zoning regulations to further this interest; and

WHEREAS, public hearings in accordance with the requirements of the Local Government Code were held after proper notice of these hearings was given in accordance with said Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS:

SECTION 1.

That Article 12, Section 12-2 (Definitions) of Appendix A, "Zoning," to the Code of Ordinances of the City of Saginaw, is hereby amended by adding the following definition:

> *Parking lot, off premises.* A structure or lot, either secured for private use or open to the public, located more than three hundred (300') feet from any benefited business, devoted to the parking of automobiles, commercial vehicles, or other equipment.

SECTION 2.

That Article 5, Section 5-1 (Permitted Use Table) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw is hereby amended by adding the "Parking lot, off premises" use under the "Automotive Uses," as a use requiring an SUP in the OP (Office Professional), NC (Neighborhood Commercial, CC (Community Commercial), CF (Community Facilities), LI (Light Industrial), and HI (Heavy Industrial) zoning districts, within the Permitted Use Table, as follows:

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZLL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
											Parking lot, off premises	S	S	S	S	S	S	7

SECTION 3.

That this ordinance shall be cumulative of all other ordinances of the City of Saginaw and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 4.

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5.

That all rights or remedies of the City of Saginaw, Texas, are expressly saved as to any and all violations of the City Code or any amendments thereto regarding parking lot facilitites that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2000.00) for each violation of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

The City Secretary of the City of Saginaw is hereby directed to publish at least twice in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 8.

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED ON this the _____ day of _____, 2020.

_____
TODD FLIPPO, MAYOR

ATTEST:

_____
JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____
BRYN MEREDITH, CITY ATTORNEY

SIFIEDS Toll Free: 800-222-FWST (3978) 817-332-3333
Place newspaper and online ads at www.star-telegram.com/classifieds

& public notices

CATION HAS I MADE WITH TEXAS ALCO-C BEVERAGE MISSION FOR A . RETAIL DEALE-)FF-PREMISE LI-E, A WINE ON-ACKAGE STORE MIT AND A AGE STORE ING PERMIT. BY agers are on Butler, stlan Butler and Puckett.

Y OF ARLINGTON
OF PUBLIC HEARING
earings will be held by nning and Zoning Com- of Arlington, Texas in ncil Chamber, 1st Floor Hall, 101 West Abram Arlington, Texas on dicated below no earlier :30 o'clock p.m. and by y Council of Arlington, n dates indicated below er than 6:30 o'clock p.m. h times interested par- citizens shall have an nity to be heard con- proposed amendments, ents, changes, modifi- and/or repeals to the " Chapter of the Arling- Code of 1987, as speci- ein below:

Zoning Case PD13-1R1
g & Zoning: 3/18/2020
ncil: 4/14/2020
location: 1880 North- een Oaks, generally lo- outh of Northeast Green oulevard and East of As- Boulevard.
tion to revise the previ- approved development n approximately 1.400 oned Planned Develop- D) for Community Com- (CC) uses limited to of- s, banking uses (includ- e-in), a car wash, and a munications tower, with opment Plan to Planned ment (PD) for Commun- mercial (CC) uses limit- ffice uses, banking uses g drive-in), a car wash, elecommunications tow- a revised Development

Zoning Case ZA20-1
g & Zoning: 3/18/2020
ncil: 4/14/2020
location: 800 Secretary generally located South etary Drive and West of Road.
tion to change the zon- approximately 0.977 ned General Commercial Light Industrial (LI). her information, go to 'www.arlingtontx.gov/ci departments/planning_d ment_services/land_deve t/zoning_unified_devel _code.
published on Thursday, y 27, 2020

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lic Notice of Audit
, L.L.P., a firm of li- certified public account-

legals & public notices

Contractor by using a two-step Request for Proposal (RFP) process. After evaluating the submitted Proposals from the CMAR Offerors, the City will shortlist the week of March 30th, and interview up to three Offerors the week of April 6th. The City will then select and enter into negotiations with the Best Value Offeror. The City may discuss with the selected Offeror, options for a scope or time modification and any price change associated with such modification.
The selected CMAR Contractor will provide Pre-Construction Services including Constructability Reviews, Value Engineering Recommendations and Estimating Services. Upon completing the negotiations with the selected CMAR firm, the City will recommend to the City Council to award the CMAR contract to the selected CMAR firm based on the negotiations and the agreed upon estimated construction budget. The CMAR contract will be adjusted based on the agreed upon Guaranteed Maximum Price (GMP) after the design is completed.
The selected CMAR Contractor will be required to provide Payment and Performance Bonds and provide Contractors General Liability and Statutory Workers Compensation Coverage once the GMP is agreed upon.
CMAR Offerors may access the Instructions to Offerors, any Addendum, Sample Contract, General Conditions, Site Plans and other Reference Drawings, and any other related documents through the City's BIM 360 website by cutting and pasting the following link in a web browser:
https://docs.b360.autodesk.com/shares/e57e7c33-8978-4463-8f47-461ec7e41de4
For questions contact the City Project Manager, Alfonso Meza, at (817) 392-8274 or email Alfonso.Meza@FortWorthTexas.gov for assistance.

CITY OF FORT WORTH
PUBLIC NOTICE
Notice is hereby given that the following ordinance was adopted by the Fort Worth City Council at their regular meeting held on Tuesday, February 18th, 2020
ORDINANCE NO. 24041-02-2020
AN ORDINANCE AMENDING ORDINANCE NO. 23717-06-2019 TO ADD ZONING DISTRICT INFORMATION FOR ZONING CASE ZC-19-088; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE AND NAMING AN EFFECTIVE DATE
SECTION 7.
Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.
APPROVED AS TO FORM AND LEGALITY:
/s/ Melinda Ramos
Sr. Assistant City Attorney
Adopted: February 18th, 2020
A copy of this ordinance may be reviewed in the City Secretary's Office, Fort Worth

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N. HOLBROOK SURVEY, ABSTRACT No. 647, Tarrant County, Texas and being a portion of that called 567.553 acres tract of land described in Document Number D204343515, Official Public Records Tarrant County, Texas, (O.P.R.T.C.T.) said tract containing 407.8606 acres of land, more or less.
SECTION 6.
That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.
ZC-19-148 2000 block Sonoma Creek Lane 13.49 acres
Zoning Change:
From: "G" Intensive Commercial
To: "D" High Density Multifamily
Description The Presidio, Block A, Lot 1R1
ZC-19-184 12600 – 12800 blocks Hemphill Street 20.39 acres
Zoning Change:
From: "ER" Neighborhood Commercial Restricted and "E" Neighborhood Commercial
To: PD/C Planned Development for all uses in "C" Medium Density Multifamily with waivers to parking, fencing and setbacks and to add a note that will comply with the enhanced landscape requirement for MFD Multifamily; Site Plan Approved, attached as Exhibit B and on file in the Planning & Development Department
Description
BEING 20.395 acres of land situated in the John Steele Survey, Abstract Number 1381 in the City of Fort Worth, Tarrant County, Texas and being a portion of that certain tract of land described in the Partition Deed to Elizabeth Ann Potter (Und. 50% Int.), according to the partition deed of Parcel Nine, recorded in Volume 5475, Page 175 Deed Records, Tarrant County, Texas and being a portion of that certain tract of land described in gift deed to Virginia Mitchell Purcell, trustee of the trusts (und. 25% Int.), Timothy M. Purcell, Trust (und. 12.5% Int.) and Diane Purcell Dean, Trust (und. 12.5% Int.) of Parcel Nine, recorded in Volume 12758, Page 536 Deed Records, Tarrant County, Texas.
SP-19-019 5421 Sycamore School Road 1.29 acres
Zoning Change:
To: Approval of site plan for PD 471 for restaurant with drive-through to plant additional trees along Summer Creek Drive to match existing tree line; site plan Approved, attached as Exhibit C and on file in the Planning & Development Department
Description Summer Creek Addition, Block 3, Lot 5B
SECTION 6.
That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.
SECTION 7.

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serves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.
Publish: February 26th & March 4th 2020

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR PROPOSALS
Sealed proposals will be received at 326 W. Main Street, Grand Prairie, Texas, until Thursday, March 19, 2020 at 2:00 PM, and publicly opened and read at that time for the purchase of the following:
RFP # 20065 – EMS Collection Services
Further information and specifications may be obtained from the Purchasing Department (972) 237-8255.
Publish Dates:
Thursday, February 27, 2020
Sunday, March 8, 2020

CITY OF SAGINAW PUBLIC NOTICE
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on March 10, 2020 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations for "Parking Lots". A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on March 17, 2020, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard;
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500

CITY OF SAGINAW PUBLIC NOTICE
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on March 10, 2020 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations for "Auto Car Wash". A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on March 17, 2020, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500

CITY OF SAGINAW PUBLIC NOTICE
Notice is hereby given that the City of Saginaw City Council will conduct a public hearing on Tuesday, March 17, 2020 at 6:00 P.M. at the Saginaw City Hall, 333 West McLeroy Blvd., Saginaw, Texas to consider selection of a project for the FY2020-46 th Year Community Development Block Grant (CDBG) program. The proposed project is new sidewalk construction in

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ed on the approved City prepared bid documents. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after bid opening.
The City of Saginaw reserves the right to reject any and all bids and act in the best interest of the City of Saginaw. All questions concerning the bidding process and specifications should be directed to Randy Newsom, Assistant Director of Public Works, 817-230-0448.
Dated this 21st day of February, 2020.
Submitted by:
CURNEY, FARMER, HOUSE, OSUNA & JACKSON, P.C.
411 Heimer Road
San Antonio, Texas 78232
Telephone No. (210) 377-1990
Facsimile No. (210) 377-1065
JEFFREY G. HOUSE
State Bar No. 00784295
jhouse@cfholaw.com

PROPOSAL NOTICE

THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT is accepting separate sealed proposals for the following items at the herein stated location until the proposal due date and time stated below.
SOLICITATION: 8005344 – Medical and Pharmacy Health Plan Administration
BID DUE DATE AND TIME: Wednesday, March 25, 2020 @ 3:00 PM (Central Time)
SMALL BUSINESS ENTERPRISE (SBE) GOAL: 0%
LOCATION TO SUBMIT PROPOSALS: DFW Airport Headquarters, Procurement Department, 2400 Aviation Drive, DFW Airport, TX 75261. Specifications may be obtained at the herein stated proposal submittal location or viewed / downloaded from DFW International Airport website at dfwairport.com or by calling 972-973-5600.

REQUEST FOR QUALIFICATIONS ("RFQ")
FOR GEOTECHNICAL AND MATERIALS TESTING SERVICES FOR CITY INFRASTRUCTURE PROJECTS
The City of Fort Worth is calling for Request for Qualifications (RFQ) from Firms to provide geotechnical and materials testing services for City let infrastructure projects.
The City's intent is to identify geotechnical and materials testing Firms that have the capability to provide these services on a consistent basis in compliance with the City's geotechnical and materials testing requirements.
The selected Firm will provide these services to the City project based on an agreed-upon fee schedule established between the City and selected Firms as part of this RFQ process.
The selected Firms will be required to work closely with the City Inspector and Contractor for scheduling of all services on the project. The selected Firm will provide "test" reports to both the Contractor and the City staff.
Firms interested in being considered for this RFQ shall submit six (6) copies of their Statement of Qualifications (SOQ) to include, but not limited to, the

DATE: March 4, 2020

TO: Chairman and Members of the Planning and Zoning Commission

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

SUBJECT: Ordinance Amendment Regarding "Auto Car Wash" Use

PUBLIC HEARING – AN ORDINANCE OF THE CITY OF SAGINAW AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND THE REGULATIONS FOR "AUTO CAR WASH"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

City Ordinance 2019-22 created a zoning overlay district on properties having frontage or direct access onto Saginaw Boulevard (Bus. 287). Auto Car Wash was identified as a use that would require a Special Use Permit.

Staff is recommending that the Special Use Permit for "Auto Car Wash" be required throughout the City in the NC (Neighborhood Commercial) and CC (Community Commercial) zoning districts. The use would continue to be permitted in LI (Light Industrial) and HI (Heavy Industrial) zoning districts.

The amendment would amend Article 5, Section 5-1 (Permitted Use Table) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw by amending the "Auto Car Wash" use allowed under the "Automotive Uses" to a use requiring a SUP in the NC (Neighborhood Commercial), CC (Community Commercial) zoning districts, and as a permitted use in LI (Light Industrial), and HI (Heavy Industrial) zoning district in the Permitted Use Table.

The revised language is as follows:

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZLL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
											Auto Car Wash		S	S		P	P	2,7

Attachments: draft Zoning Ordinance amendment

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND THE REGULATIONS FOR "AUTO CAR WASH;" PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Saginaw, Texas has a substantial interest in protecting the health, safety, welfare, convenience and enjoyment of the general public and has adopted zoning regulations to further this interest; and

WHEREAS, public hearings in accordance with the requirements of the Local Government Code were held after proper notice of these hearings was given in accordance with said Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS:

SECTION 1.

That Article 5, Section 5-1 (Permitted Use Table) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw is hereby amended by amending the "Auto Car Wash" use allowed under the "Automotive Uses," to a use requiring an SUP in the NC (Neighborhood Commercial) and CC (Community Commercial) zoning districts, and as a permitted use in LI (Light Industrial) and HI (Heavy Industrial) zoning districts, within the Permitted Use Table:

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
											Auto Car Wash		S	S		P	P	2,7

SECTION 2.

That this ordinance shall be cumulative of all other ordinances of the City of Saginaw and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 3.

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

That all rights or remedies of the City of Saginaw, Texas, are expressly saved as to any and all violations of the City Code or any amendments thereto regarding management of the public rights-of-way that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2000.00) for each violation of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

The City Secretary of the City of Saginaw is hereby directed to publish at least twice in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 7.

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED ON this the _____ day of _____, 2020.

_____
TODD FLIPPO, MAYOR

ATTEST:

_____
JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____
BRYN MEREDITH, CITY ATTORNEY

SIFIEDS Toll Free: 800-222-FWST (3978) 817-332-3333
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APPROVED AS TO FORM AND LEGALITY:
/s/ Melinda Ramos
Sr. Assistant City Attorney
Adopted: February 18th, 2020
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N. HOLBROOK SURVEY, ABSTRACT No. 647, Tarrant County, Texas and being a portion of that called 567.553 acres tract of land described in Document Number D204343515, Official Public Records Tarrant County, Texas, (O.P.R.T.C.T.) said tract containing 407.8606 acres of land, more or less.
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Description
BEING 20.395 acres of land situated in the John Steele Survey, Abstract Number 1381 in the City of Fort Worth, Tarrant County, Texas and being a portion of that certain tract of land described in the Partition Deed to Elizabeth Ann Potter (Und. 50% Int.), according to the partition deed of Parcel Nine, recorded in Volume 5475, Page 175 Deed Records, Tarrant County, Texas and being a portion of that certain tract of land described in gift deed to Virginia Mitchell Purcell, trustee of the trusts (und. 25% Int.), Timothy M. Purcell, Trust (und. 12.5% Int.) and Diane Purcell Dean, Trust (und. 12.5% Int.) of Parcel Nine, recorded in Volume 12758, Page 536 Deed Records, Tarrant County, Texas.
SP-19-019 5421 Sycamore School Road 1.29 acres
Zoning Change:
To: Approval of site plan for PD 471 for restaurant with drive-through to plant additional trees along Summer Creek Drive to match existing tree line; site plan Approved, attached as Exhibit C and on file in the Planning & Development Department
Description Summer Creek Addition, Block 3, Lot 5B
SECTION 6.
That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.
SECTION 7.

legals & public notices

serves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.
Publish: February 26th & March 4th 2020

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR PROPOSALS
Sealed proposals will be received at 326 W. Main Street, Grand Prairie, Texas, until Thursday, March 19, 2020 at 2:00 PM, and publicly opened and read at that time for the purchase of the following:
RFP # 20065 – EMS Collection Services
Further information and specifications may be obtained from the Purchasing Department (972) 237-8255.
Publish Dates:
Thursday, February 27, 2020
Sunday, March 8, 2020

CITY OF SAGINAW PUBLIC NOTICE
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on March 10, 2020 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations for "Parking Lots". A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on March 17, 2020, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500

CITY OF SAGINAW PUBLIC NOTICE
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on March 10, 2020 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations for "Auto Car Wash". A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on March 17, 2020, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500

CITY OF SAGINAW PUBLIC NOTICE
Notice is hereby given that the City of Saginaw City Council will conduct a public hearing on Tuesday, March 17, 2020 at 6:00 P.M. at the Saginaw City Hall, 333 West McLeroy Blvd., Saginaw, Texas to consider selection of a project for the FY2020-46 th Year Community Development Block Grant (CDBG) program. The proposed project is new sidewalk construction in

legals & public notices

ed on the approved City prepared bid documents. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after bid opening.
The City of Saginaw reserves the right to reject any and all bids and act in the best interest of the City of Saginaw. All questions concerning the bidding process and specifications should be directed to Randy Newsom, Assistant Director of Public Works, 817-230-0448.
Dated this 21st day of February, 2020.
Submitted by:
CURNEY, FARMER, HOUSE, OSUNA & JACKSON, P.C.
411 Heimer Road
San Antonio, Texas 78232
Telephone No. (210) 377-1990
Facsimile No. (210) 377-1065
JEFFREY G. HOUSE
State Bar No. 00784295
jhouse@cfholaw.com

PROPOSAL NOTICE

THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT is accepting separate sealed proposals for the following items at the herein stated location until the proposal due date and time stated below.
SOLICITATION: 8005344 – Medical and Pharmacy Health Plan Administration
BID DUE DATE AND TIME: Wednesday, March 25, 2020 @ 3:00 PM (Central Time)
SMALL BUSINESS ENTERPRISE (SBE) GOAL: 0%
LOCATION TO SUBMIT PROPOSALS: DFW Airport Headquarters, Procurement Department, 2400 Aviation Drive, DFW Airport, TX 75261. Specifications may be obtained at the herein stated proposal submittal location or viewed / downloaded from DFW International Airport website at dfwairport.com or by calling 972-973-5600.

REQUEST FOR QUALIFICATIONS ("RFQ")
FOR GEOTECHNICAL AND MATERIALS TESTING SERVICES FOR CITY INFRASTRUCTURE PROJECTS
The City of Fort Worth is calling for Request for Qualifications (RFQ) from Firms to provide geotechnical and materials testing services for City let infrastructure projects.
The City's intent is to identify geotechnical and materials testing Firms that have the capability to provide these services on a consistent basis in compliance with the City's geotechnical and materials testing requirements. The selected Firm will provide these services to the City project based on an agreed-upon fee schedule established between the City and selected Firms as part of this RFQ process.
The selected Firms will be required to work closely with the City Inspector and Contractor for scheduling of all services on the project. The selected Firm will provide "test" reports to both the Contractor and the City staff.
Firms interested in being considered for this RFQ shall submit six (6) copies of their Statement of Qualifications (SOQ) to include, but not limited to, the

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

FEBRUARY 2020

C/O ISSUED THIS MONTH							
DATE	NAME	ADDRESS	PERMIT #	BUILDING	FIRE	IWORQ	CERTIFICATE
2/5/20	SAGINAW MEDICAL CENTER	204 W J BOAZ RD 200	CO-18-19/20	2/10/20	1/29/20	2/5/20	2/6/20
2/18/20	SPRING	1453 SAGINAW BLVD N 100	CO-19-19/20	1/16/20	2/17/20	2/18/20	2/19/20
2/26/20	VALERO CORNER MARKET 85	1201 SAGINAW BLVD N A	CO-20-19/20	8/21/19	8/22/19	2/26/20	

DATE	NAME	ADDRESS	PERMIT #	COMMENTS
2/5/18	A T & T AUTHORIZED RETAILER	923 SAGINAW BLVD N	CO-22-17/18	

COM/IND OPEN BUILDING PERMITS					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
4/28/17	MILLER MILLING	221 FAIRMOUNT ST S	20546	NEW BUILDING	NEW FLOUR MILL
11/28/17	MILLER MILLING	221 FAIRMOUNT ST S	21905	ACCESSORY	CHLORINE STORAGE
7/9/18	U F P	444 SANSOM BLVD	23101	ACCESSORY	DETACHED ACCESSORY TO STORE RAW MATERIAL
7/27/18	U F P	444 SANSOM BLVD	23228	ADDITION	ADDITION TO EXISTING BUILDING FOR STORAGE
10/11/18	SAGINAW STRIP CENTER	240 SAGINAW BLVD N	23362	NEW BUILDING	COMMERCIAL LEASE SPACE
12/17/18	MILLER MILLING	221 FAIRMOUNT ST S	23716	ADDITION	RAIL CAR CLEANING CANOPY
1/24/19	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	23714	REMODEL	REMODEL
4/8/19	SAGINAW HIGH SCHOOL	800 BLUE MOUND RD N	23967	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/8/19	WAYSIDE MIDDLE SCHOOL	1300 OLD DECATUR RD	23968	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/8/19	SAGINAW ELEMENTARY SCHOOL	301 MCLEROY BLVD W	23969	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/8/19	WILLOW CREEK ELEMENTARY SCHOOL	1100 MCLEROY BLVD W	23970	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/8/19	HAFLEY DEVELOPMENT CENTER	616 MCLEROY BLVD W	23971	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/17/19	CANN REAL ESTATE	722 SAGINAW BLVD	25538	REMODEL	FINISH OUT
6/25/19	WILLOW CREEK PARK PAVILIONS	752 KNOWLES DR S	26328	NEW BUILDING	2 NEW PAVILIONS
7/3/19	I O V 1341 JARVIS	1341 JARVIS RD	26326	PAVING	STORAGE PARKING LON
7/10/19	VIBRANT CHURCH	228 BELMONT ST	26471	REMODEL	REMODEL STAGE AREA
8/9/19	ARDENT MILLS	401 INDUSTRIAL AVE E	26700	PAVING	REPLACING PAVING INCLUDING FIRE LANE
9/4/19	EMERALD CUSTOM POOLS & PATIOS	116 MCLEROY BLVD W	26867	ACCESSORY	PERGOLA
9/4/19	EMERALD CUSTOM POOLS & PATIOS	116 MCLEROY BLVD W	26868	ACCESSORY	CABANA
9/11/19	T MOBILE	203 BAILEY BOSWELL RD E	26872	REMODEL	UPGRADE ANTENNA
10/23/19	SPRINT	300 OLD DECATUR RD N A	27135	REMODEL	UPGRADE ANTENNA & EXPAND WALL
1/16/20	W B D S CORNERSTONE	989 KENNEDY LN	27436	FENCE	FENCE OVER 6 FEET TALL
1/17/20	CORNERSTONE DFW	989 KENNEDY LN	27162	NEW BUILDING	NEW OFFICE & WAREHOUSE BUILDING
1/27/20	CITY OF SAGINAW ANIMAL SHELTER	205 BRENDA LN	28340	ACCESSORY	ACCESSORY BUILDING
1/29/20	FANTASTIC SAM'S	1453 SAGINAW BLVD N 145	28383	REMODEL	REPAIR AFTER CAR DROVE THROUGH BUILDING
1/30/20	CICI'S PIZZA	1453 SAGINAW BLVD N 147	28384	REMODEL	REPAIR AFTER CAR DROVE THROUGH BUILDING

COM/IND BUILDING PERMITS ISSUED THIS MONTH					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
2/3/20	TACO SHOP	201 SAGINAW BLVD N	27695	REMODEL	REMODEL
2/13/20	CARVANA	1353 JARVIS RD	28829	ACCESSORY	ACCESSORY OFFICE BUILDING

COM/IND BUILDING PERMITS TO BE PICKED UP					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
9/25/19	VALVOLINE INSTANT OIL CHANGE	1137 SAGINAW BLVD N	27102	REMODEL	ROOF
11/6/19	EMERALD CUSTOM POOLS & PATIOS	116 MCLEROY BLVD W	27407	FENCE	FENCE OVER 6 FEET TALL

CITY OF SAGINAW

COMMERCIAL BUILDING REPORT

FEBRUARY 2020

BUILDING PERMITS IN PLAN REVIEW					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
11/29/18	U F P	444 SANSOM BLVD	23733	ADDITION	ADDITION OF BREAKROOM
8/20/19	2 J T DEVELOPMENT	900 INDUSTRIAL AVE E	26537	NEW BUILDING	NEW SHELL BUILDING
CLOSED PROJECTS					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
3/29/19	WOODCREST	532 SAGINAW BLVD S	25501	REMODEL	FINISH OUT
4/9/19	SAGINAW DC PARK	240 BLUE MOUND RD S	25936	JOB TRAILER	JOB TRAILER
7/9/19	RACETRAC 2515 - DIESEL	149 SAGINAW BLVD	25745	NEW BUILDING	NEW DIESEL PUMPS & CANOPY
7/10/19	D & K STOCKER INVESTMENTS	989 KENNEDY LN	26470	PAVING	SITE IMPROVEMENTS
7/11/19	WOODCREST	548 SAGINAW BLVD S	26663	REMODEL	WHITE BOX FINISH OUT FOR FUTURE TENANT
8/8/19	DOS PROJECT - STANDARD MEAT	455 SANSOM BLVD	26157	REMODEL	REMODEL
12/2/19	I O V 1341 JARVIS	1341 JARVIS RD 100	27549	FOUNDATION	FOUNDATION FOR NE CONTAINER OFFICE
12/2/19	I O V 1341 JARVIS	1341 JARVIS RD 110	27550	FOUNDATION	FOUNDATION FOR NE CONTAINER OFFICE
12/6/19	WAL-MART	1401 SAGINAW BLVD	27093	REMODEL	REFRIGERATION AREA REMODEL
12/18/19	I O V 1341 JARVIS	1341 JARVIS RD 100	27461	NEW BUILDING	NEW PIER & BEAM CONTAINER OFFICE
12/18/19	I O V 1341 JARVIS	1341 JARVIS RD 110	27500	NEW BUILDING	NEW PIER & BEAM CONTAINER OFFICE

February 27, 2020	CITY OF SAGINAW PUBLIC WORKS REPORT TO CITY MANAGER		
Name of Development	**Developer**	**# of Lots**	**Status**
Willow Vista Phase 3A	Mearl McBee	47	43 permits issued for new homes.
Willow Vista Phase 3B	Mearl McBee	50	48 permits issued for new homes
Willow Vista Phase 3C	Mearl McBee	74	8 permits issued for new homes
Bar C Ranch, Phase 1	Steve Hawkins Custom Homes	79	75 permits issued for new homes.
Bar C Ranch, Phase 2	Steve Hawkins Custom Homes	66	60 permits issued.
Basswood Crossing, Phase 1	D R Horton	75	69 permits issued for new homes.
Willow Creek Sanitary Sewer Extension	Mearl McBee		Plans under review
Basswood Crossings Phase 3, (includes Phase 4)	D R Horton	213	206 permits issued for new homes.
Capital Projects:			
Name of Project	**Status**	**Estimated Date of Completion**	**Comments:**
East Bailey Boswell Rd reconstruction Phase III Overpass	Bids to open 2/27/2020	Spring 2022	Opened bids 2/26/2020 Projected award 3/17/2020
Street Maintenance Fund Projects:			
Name of Project	**Status**	**Estimated Date of Completion**	**Comments:**
Anderson Street Reconstruction	Construction underway	March 2020	Reconstruct from Saginaw Blvd to Blue Bonnet
Hialeah Park Reconstruction	Construction to begin 3/2/2020	March 2020	Reconstruct from Saginaw Blvd to S Hampshire Street.
East McLeroy	Revised IPO approved 1/21/2020	Spring 2020	Project bid. Bid canceled. Awaiting survey for top of curb profiles.
Public Works			
Project	**Status**	**Estimated Date of Completion**	**Comments:**
Food Truck Park	Pavilions complete	March 2020	Electrical service & meter installed 2/25/2020

Fairmount Sanitary Sewer	Construction underway	1st Qtr 2020	Construction underway
BNSF Utility Relocations	Construction underway	1st Qtr 2020	Construction underway
Worthy Street Improvements	100 Block of Worthy	1st Qtr 2020	Construction complete. Awaiting punch list.
Building and Inspections:			
Building Permits	**Location**	**Status**	**Comments**
Miller Milling	221 Fairmount Street	under construction	$67,000,000 building and equipment expansion. Pending Fire and Building Final Inspections.
Miller Milling	221 Fairmount Street	Permit Issued	$750,000 railcar cleaning canopy. Pending final inspections.
DFW Cornerstone	989 Kennedy Lane	Permit issued	Construction underway
RaceTrac Diesel Fuel	145 N Saginaw Blvd	Permit issued	Complete
Police Department Parking Lot Expansion	505 W. McLeroy Blvd	Bids to open 1/29/2020	Preconstruction conference scheduled for 3/5/2020
Highland Middle School	1001 E Bailey Boswell Rd	Permit Issued	$2,000,000 renovation. Pending final inspections.
5 Local Schools EMS ISD	various	Permits Issued	Security upgrades. Pending final inspections
Industrial Outdoor Ventures	1341 Jarvis Rd	Permit issued	Pending final inspection
2 JT Development	900 E. Industrial	Under Review	Civil and building plans submitted.
BOA			
Applicant	**Location**	**Status**	**Comments**
Planning & Zoning	**Location**	**Status**	**Comments**
Beltmill Planned Development	NE corner Saginaw Blvd and E Bailey Boswell Rd	Pending	Drainage study underway and TIA submitted for review
The Square Preliminary Plat	North and West of Wal-Mart	Under Review	Revised Drainage study review underway
The Learning Experience Pre School and Day Care	SUP Day Care 912 N Old Decatur Road at W. J. Boaz	P&Z 11/12/19 City Council 2/18/20	Council approved 2/18/2020
Saginaw Skilled Nursing Facility Final Plat	NE corner Knowles Dr and W McLeroy Blvd	Pending	awaiting plat submittal
Gary Havener	Amending Plat for Lots 2R4A, 2R4B, 2R4C, 2R4, Block A, Van Zandt Place	Pending	TIA and Drainage study underway
City of Saginaw	Amend Zoning Ordinance	P&Z 3/10 CC 3/17	Amend "Parking Lot" regulations
City of Saginaw	Amend Zoning Ordinance	P&Z 3/10 CC 3/17	Amend "Car Wash" regulations

City of Saginaw	Amend Zoning Ordinance - Snow Cone Stand Regulations	P&Z 2/11/20 CC 2/18/20	Approved 2/18/20
City of Saginaw	Amend Zoning Ordinance - Food Truck Park Regulations	P&Z 2/11/20 CC 2/18/20	Approved 2/18/20
Code Enforcement	**Location**		**Comments**
TXDOT Issues	**Location**	**Status**	**Comments**
Utility relocations for FM 156 Expansion	FM 156 from Western Center to US 287	Open bids 1/8/2020	Preconstruction conference held 2/13/2020
City Council Considerations			
Project Dream Play	North end of Willow Creek Park	Estimated completion: 01/15/2020	Grand Opening/Ribbon Cutting 2/7/2020. Awaiting final walk thru and punch list.
2020 Year 46 CBDG	200-500 Block Blue Bonnet	CC 3/17/20	Sidewalk construction

PLANNING AND ZONING COMMISSION
2019 CASE REPORT

CASE #	APPLICANT	LOCATION	REQUEST	PZ DATE	P&Z DECISION	CC DATE	CC DECISION
PZ 0919-01	Clay Cristy P. E. ClayMoore Eng.	SW Corner E Bailey Boswell and N Blue Mound Rd	Reconfigure and change zoning from MF (MF1) and Community (CC) to MF (MF2) and Community Commercial (CC)	09/10/19	Recommended Approval	09/17/19	Approved
PZ 1019-01	Jim Maibach Peyco Southwest	North of the 700 Block of W Bailey Boswell Rd behind EECU and the E. R.	SUP to construct and operate a mini warehouse	10/08/19	Recommended Denial	09/05/19	Applicant reduced height of building and removed the 2 buildings on the east side of the property. CC approved w/super majority.
PZ 1119-09	Clay Cristy Claymoore Eng	NE corner of Old Decatur Road and W J Boaz Road	SUP to operate daycare	11/12/19	Recommended Denial	02/18/20	Approved
PZ 0120-01	City of Saginaw	Zoning Ordinance Amendment	Amend Regulations for Snow Cone Stands	02/11/20	Recommended Approval	02/18/20	Approved
PZ 0120-02	City of Saginaw	Zoning Ordinance Amendment	Amend Regulation for Mobile Food Truck Unit Park	02/11/20	Recommended Approval	02/18/20	Approved

City of Saginaw

Meeting Date: 3/17/2020

Agenda Items: (8)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
PUBLIC HEARING - Consideration and Action Regarding a Recommendation from the Planning and Zoning Commission Regarding Amendment of the Zoning Ordinance (No. 2002-04) Amending the Regulations for "Auto Car Wash" (Ordinance No. 2020-07)

BACKGROUND/DISCUSSION:
City Ordinance 2019-22 created a zoning overlay district on properties having frontage or direct access onto Saginaw Boulevard (Bus. 287). Auto Car Wash was identified as a use that would require a Special Use Permit.

Staff is recommending that the Special Use Permit for "Auto Car Wash" be required throughout the City in the NC (Neighborhood Commercial) and CC (Community Commercial) zoning districts. The use would continue to be permitted in LI (Light Industrial) and HI (Heavy Industrial) zoning districts.

The amendment would amend Article 5, Section 5-1 (Permitted Use Table) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw by amending the "Auto Car Wash" use allowed under the "Automotive Uses" to a use requiring a SUP in the NC (Neighborhood Commercial), CC (Community Commercial) zoning districts, and as a permitted use in LI (Light Industrial), and HI (Heavy Industrial) zoning district in the Permitted Use Table.

The revised language is as follows:

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZLL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
											Auto Car Wash		S	S		P	P	2,7

The Planning and Zoning Commission met on March 10, 2020 and unanimously recommended the ordinance amendment for consideration by City Council.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
Staff recommends that Ordinance No. 2020-07 be approved as recommended by the Planning and Zoning Commission.

ATTACHMENTS:

Description

Proposed Ordinance 2020-07
P&Z Minutes March 10, 2020
P&Z Packet March 10, 2020

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND THE REGULATIONS FOR "AUTO CAR WASH;" PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Saginaw, Texas has a substantial interest in protecting the health, safety, welfare, convenience and enjoyment of the general public and has adopted zoning regulations to further this interest; and

WHEREAS, public hearings in accordance with the requirements of the Local Government Code were held after proper notice of these hearings was given in accordance with said Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS:

SECTION 1.

That Article 5, Section 5-1 (Permitted Use Table) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw is hereby amended by amending the "Auto Car Wash" use allowed under the "Automotive Uses," to a use requiring an SUP in the NC (Neighborhood Commercial) and CC (Community Commercial) zoning districts, and as a permitted use in LI (Light Industrial) and HI (Heavy Industrial) zoning districts, within the Permitted Use Table:

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
											Auto Car Wash		S	S		P	P	2,7

SECTION 2.

That this ordinance shall be cumulative of all other ordinances of the City of Saginaw and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 3.

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section**.**

SECTION 4.

That all rights or remedies of the City of Saginaw, Texas, are expressly saved as to any and all violations of the City Code or any amendments thereto regarding management of the public rights-of-way that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2000.00) for each violation of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

The City Secretary of the City of Saginaw is hereby directed to publish at least twice in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 7.

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED ON this the _____ day of _____, 2020.

_____
TODD FLIPPO, MAYOR

ATTEST:

_____
JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____
BRYN MEREDITH, CITY ATTORNEY

MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCLEROY BOULEVARD
March 10, 2020

Present at the Meeting:

Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Member	Place No. 4	Malinda Julien
Director Public Works		Rick Trice
City Attorney		Alicia Kreh
Recording Secretary		Mary Ragle

Absent from the Meeting:

Chairman	Place No. 3	Matthew Lewis
Member `	Place No. 5	Jason LaBruyere
Alternate Member	Alt. No. 2	Randy Villarreal
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Jon Julien

(1) Call to Order

Vice Chairman Haney called the meeting to order at 6:01 p.m.

(2) Roll Call to Establish Quorum

Vice Chairman Haney called roll. The quorum will consist of Vice Chairman Haney, Members Barngrover, Julien,

(3) Audience participation

Vice Chairman Haney explained the procedure to follow to address the Commission.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on February 11, 2020 were presented for approval. A motion was made by Member Barngrover with a second by Member Julien to approve the minutes for February 11, 2020 as presented. Motion carried unanimously.

For: Vice Chairman Haney
Members Barngrover, Julien

Against: None

Absent Chairman Lewis, Member LaBruyere, Alternate Members Peet, Villarreal

(5) PZ 0320-01 PUBLIC HEARING
Consideration And Action Regarding Approval Of Amending Ordinance 2002-04, The Zoning Regulations Of The City Of Saginaw, Texas; Amending The Requirements That Regulate Parking Lot, Off Premises

Vice Chairman Haney opened the Public Hearing at 6:03 p.m.

Director of Public Works Rick Trice reviewed the information included in the members' packets for this item explaining the proposed ordinance revision will require a Specific Use Permit to allow regulatory oversight of the use and modification of traffic and other impacts created by Parking Lot, Off Premises.

Vice Chairman Haney asked if there were any more comments. There were none.

Vice Chairman Haney closed the public hearing at 6:05 p.m.

A motion was made by Member Barngrover with a second by Member Julien to recommend that the city council approve Ordinance No. 2020-06 amending regulations for Parking Lot, Off Premises. Motion carried.

For: Vice Chairman Haney
Members Barngrover, Julien

Against: None

Absent Chairman Lewis, Member LaBruyere, Alternate Members Peet, Villarreal

(6) PZ 0320-02 PUBLIC HEARING
Consideration And Action Regarding Approval Of Amending Ordinance No. 2002-04, The Zoning Regulations Of The City Of Saginaw, Texas, Amending The Requirements for Auto Car Wash

Vice Chairman Haney opened the public hearing at 6:06 p.m.

DPW Trice reviewed the information included in the members' packets. He reminded the members that the city had recently created a zoning overlay district for properties having frontage or access onto Saginaw Boulevard. He said that in the overlay district a Specific Use Permit is required for Auto Car Wash. Mr. Trice stated that staff is recommending that the Specific Use Permit be required throughout the City in the NC (Neighborhood Commercial) and CC (Community Commercial) zoning districts for the Auto Car Wash use.

Vice Chairman Haney asked if there were any additional questions or comments. There were none

Vice Chairman Haney closed the public hearing at 6:08 p.m.

A motion was made by Member Barngrover with a second by Member Julien to recommend that the city council approve Ordinance 2020-07 amending regulations for Auto Car Wash. Motion carried.

For: Vice Chairman Haney
Members Barngrover, Julien

Against: None

Absent Chairman Lewis, Member LaBruyere, Alternate Members Peet, Villarreal

(7) Staff Report

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

B. Previous Cases

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

(8) EXECUTIVE SESSION

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

a. Any Posted Item

No executive session was held

(9) Adjournment

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

For: Vice Chairman Haney
Members Barngrover, Julien

Against: None

Absent Chairman Lewis, Member LaBruyere, Alternate Members Peet, Villarreal

Vice Chairman Haney declared the meeting of March 10, 2020 closed at 6:13 p.m.

APPROVED:

_____

Matthew Lewis, Chairman

ATTEST:

_____

Mary Ragle, Recording Secretary

CITY OF SAGINAW PLANNING AND ZONING COMMISSION
NOTICE OF REGULAR MEETING AND PUBLIC HEARING
Saginaw City Hall
333 West McLeroy Boulevard
6:00 P.M. – Tuesday, March 10, 2020

(1)	**Call To Order**	Chairman Lewis
(2)	**Roll Call To Establish Quorum**	Chairman Lewis
(3)	**Audience Participation**	Chairman Lewis
(4)	**Approval Of Minutes** Regular Meeting And Public Hearing On February 11, 2020	Chairman Lewis
(5)	**PZ 0320-01 PUBLIC HEARING** Consideration And Action Regarding Approval Of Amending Ordinance No. 2002-04, The Zoning Regulations Of The City Of Saginaw, Texas; Amending The Requirements That Regulate Parking Lot, Off Premises	Public Works Director Rick Trice P. E.
(6)	**PZ 0320-02 PUBLIC HEARING** Consideration And Action Regarding Approval Of Amending Ordinance No. 2002-04, The Zoning Regulations Of The City Of Saginaw, Texas, Amending The Requirements for Auto Car Wash	Public Works Director Rick Trice, P. E.
(7)	**Staff Report**	Public Works Director
A.	Discussion Of Residential, Commercial And Industrial, And City Capital Projects	Rick Trice, P. E.
B.	Update Commission Of City Council Action On Previous Cases	

(8) **EXECUTIVE SESSION**

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

a. Any Posted Item

(9) **Adjournment** Chairman Lewis

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

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

Audience Participation

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

PLANNING AND ZONING COMMISSION

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

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

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

MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCLEROY BOULEVARD
FEBRUARY 11, 2020

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Member	Place No. 4	Malinda Julien
Member	Place No. 5	Jason LaBruyere
Alternate Member	Alt. No. 2	Randy Villarreal
Director Public Works		Rick Trice
City Attorney		Alicia Kreh
Recording Secretary		Mary Ragle

Absent from the Meeting:

Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Jon Julien
Jarred Coursey

(1) Call to Order

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

(2) Roll Call to Establish Quorum

Chairman Lewis called roll. The quorum will consist of Chairman Lewis, Vice Chairman Haney, Members Barngrover, Julien, LaBruyere, Alternate Member Villarreal

(3) Audience participation

Item bypassed.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on November 12, 2019 were presented for approval. A motion was made by Member LaBruyere with a second by Member Barngrover to approve the minutes for October 8, 2019 as presented. Motion carried unanimously.

For:	Chairman Lewis, Vice Chairman Haney Members Barngrover, Julien, LaBruyere, Alternate Member Villarreal
Against:	None
Absent	Alternate Member John Peet

(5) PZ 0120-01 PUBLIC HEARING
Consideration And Action Regarding Approval Of Amending Ordinance No. 2002-04, The Zoning Regulations Of The City Of Saginaw, Texas; Amending The Requirements That Regulate Snow Cone Stands

Chairman Lewis opened the Public Hearing at 6:03 p.m.

Director of Public Works Rick Trice reviewed the information included in the members' packets for this item explaining this amendment resulted from requests of the snow cone operators wanting to open in March instead of April.

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

Chairman Lewis closed the public hearing at 6:05 p.m.

A motion was made by Member Barngrover with a second by Member Julien to recommend that the city council approve Ordinance No. 2020-2 amending regulations for snow cone stands. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, Julien, LaBruyere, Alternate Member Villarreal

Against: None

Absent Alternate Member John Peet

(6) PZ 0120-02 PUBLIC HEARING
Consideration And Action Regarding Approval Of Amending Ordinance No. 2002-04, The Zoning Regulations Of The City Of Saginaw, Texas, Amending The Requirements Adding "Mobile Food Truck Unit Park" As A Permitted Use In Community Facilities

Chairman Lewis opened the public hearing at 6:06 p.m.

DPW Trice reviewed the information included in the members' packets explaining this amendment is to show that Mobile Food Unit Park is allowed in Community Facility on the Permitted Use Table.

Chairman Lewis asked if there were any additional questions or comments. There were none

Chairman Lewis closed the public hearing at 6:07 p.m.

A motion was made by Vice Chairman Haney with a second by Member LaBruyere to recommend that the city council approve Ordinance 2020-03 amending regulations for Mobile Food Truck Unit Park. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, Julien, LaBruyere, Alternate Member Villarreal

Against: None

Absent Alternate Member John Peet

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

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

(8) EXECUTIVE SESSION

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

a. Any Posted Item

No executive session was held

(9) Adjournment

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

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, Julien, LaBruyere, Alternate Member Villarreal

Against: None

Absent Alternate Member John Peet

Chairman Lewis declared the meeting of February 11, 2020 closed at 6:14 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary

DATE: March 4, 2020

TO: Chairman and Members of the Planning and Zoning Commission

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

SUBJECT: Ordinance Amendment Regarding "Parking Lot, Off Premises" Use

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PUBLIC HEARING – AN ORDINANCE OF THE CITY OF SAGINAW AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND THE REGULATIONS FOR "PARKING LOT, OFF PREMISES"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND/DISCUSSION:

The City has recently seen an increase in uses that allow off premise parking of commercial vehicles. The vehicles are parked for varying periods of times. However, in some cases, vehicles regularly enter and leave the site creating traffic impacts on the adjacent roadway system. The proposed ordinance revision will require a Special Use Permit to allow regulatory oversight of the use and mitigation of traffic and other impacts.

It is proposed that Article 12, Section 12-2 (Definitions) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw be amended by adding the following definition:

> *Parking lot, off premises*. A structure or lot, either secured for private use or open to the public, located more than three hundred (300') feet from any benefited business, devoted to the parking of automobiles, commercial vehicles, or other equipment.

In addition, Article 5, Section 5-1 (Permitted Use Table) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw is proposed to be amended by adding the "Parking lot, off premises" use under the "Automotive Uses" to a use requiring a SUP in the CC (Community Commercial), LI (Light Industrial), and HI (Heavy Industrial) zoning district in the Permitted Use Table.

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZLL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
											Parking lot, off premises	S	S	S	S	S	S	7

Attachments: Draft Zoning Ordinance amendment

ORDINANCE NO. 2020-06

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO ADD REGULATIONS GOVERNING THE USE: "PARKING LOT, OFF PREMISES;" PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Saginaw, Texas has a substantial interest in protecting the health, safety, welfare, convenience and enjoyment of the general public and has adopted zoning regulations to further this interest; and

WHEREAS, public hearings in accordance with the requirements of the Local Government Code were held after proper notice of these hearings was given in accordance with said Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS:

SECTION 1.

That Article 12, Section 12-2 (Definitions) of Appendix A, "Zoning," to the Code of Ordinances of the City of Saginaw, is hereby amended by adding the following definition:

> *Parking lot, off premises.* A structure or lot, either secured for private use or open to the public, located more than three hundred (300') feet from any benefited business, devoted to the parking of automobiles, commercial vehicles, or other equipment.

SECTION 2.

That Article 5, Section 5-1 (Permitted Use Table) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw is hereby amended by adding the "Parking lot, off premises" use under the "Automotive Uses," as a use requiring an SUP in the OP (Office Professional), NC (Neighborhood Commercial, CC (Community Commercial), CF (Community Facilities), LI (Light Industrial), and HI (Heavy Industrial) zoning districts, within the Permitted Use Table, as follows:

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZLL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
											Parking lot, off premises	S	S	S	S	S	S	7

SECTION 3.

That this ordinance shall be cumulative of all other ordinances of the City of Saginaw and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 4.

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5.

That all rights or remedies of the City of Saginaw, Texas, are expressly saved as to any and all violations of the City Code or any amendments thereto regarding parking lot facilitites that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2000.00) for each violation of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

The City Secretary of the City of Saginaw is hereby directed to publish at least twice in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 8.

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED ON this the _____ day of _____, 2020.

_____
TODD FLIPPO, MAYOR

ATTEST:

_____
JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____
BRYN MEREDITH, CITY ATTORNEY

SIFIEDS Toll Free: 800-222-FWST (3978) 817-332-3333
Place newspaper and online ads at www.star-telegram.com/classifieds

& public notices

CATION HAS I MADE WITH TEXAS ALCO-C BEVERAGE MISSION FOR A . RETAIL DEALE-)FF-PREMISE LI-E, A WINE ON-ACKAGE STORE MIT AND A AGE STORE ING PERMIT. BY agers are on Butler, stlan Butler and Puckett.

Y OF ARLINGTON
OF PUBLIC HEARING
earings will be held by nning and Zoning Com- of Arlington, Texas in ncil Chamber, 1st Floor Hall, 101 West Abram Arlington, Texas on dicated below no earlier :30 o'clock p.m. and by y Council of Arlington, n dates indicated below er than 6:30 o'clock p.m. h times interested par- citizens shall have an nity to be heard con- proposed amendments, ents, changes, modifi- and/or repeals to the " Chapter of the Arling- Code of 1987, as speci- ein below:

Zoning Case PD13-1R1
g & Zoning: 3/18/2020
ncil: 4/14/2020
location: 1880 North- een Oaks, generally lo- outh of Northeast Green oulevard and East of As- Boulevard.
tion to revise the previ- approved development n approximately 1.400 oned Planned Develop- D) for Community Com- (CC) uses limited to of- s, banking uses (includ- e-in), a car wash, and a munications tower, with opment Plan to Planned ment (PD) for Commun- mercial (CC) uses limit- ffice uses, banking uses g drive-in), a car wash, elecommunications tow- a revised Development

Zoning Case ZA20-1
g & Zoning: 3/18/2020
ncil: 4/14/2020
location: 800 Secretary generally located South etary Drive and West of Road.
tion to change the zon- approximately 0.977 ned General Commercial Light Industrial (LI). her information, go to 'www.arlingtontx.gov/ci departments/planning_d ment_services/land_deve t/zoning_unified_devel _code.
published on Thursday, y 27, 2020

ITY OF EULESS
lic Notice of Audit
, L.L.P., a firm of li- certified public account-

legals & public notices

Contractor by using a two-step Request for Proposal (RFP) process. After evaluating the submitted Proposals from the CMAR Offerors, the City will shortlist the week of March 30th, and interview up to three Offerors the week of April 6th. The City will then select and enter into negotiations with the Best Value Offeror. The City may discuss with the selected Offeror, options for a scope or time modification and any price change associated with such modification.
The selected CMAR Contractor will provide Pre-Construction Services including Constructability Reviews, Value Engineering Recommendations and Estimating Services. Upon completing the negotiations with the selected CMAR firm, the City will recommend to the City Council to award the CMAR contract to the selected CMAR firm based on the negotiations and the agreed upon estimated construction budget. The CMAR contract will be adjusted based on the agreed upon Guaranteed Maximum Price (GMP) after the design is completed.
The selected CMAR Contractor will be required to provide Payment and Performance Bonds and provide Contractors General Liability and Statutory Workers Compensation Coverage once the GMP is agreed upon.
CMAR Offerors may access the Instructions to Offerors, any Addendum, Sample Contract, General Conditions, Site Plans and other Reference Drawings, and any other related documents through the City's BIM 360 website by cutting and pasting the following link in a web browser:
https://docs.b360.autodesk.com/shares/e57e7c33-8978-4463-8f47-461ec7e41de4
For questions contact the City Project Manager, Alfonso Meza, at (817) 392-8274 or email Alfonso.Meza@FortWorthTexas.gov for assistance.

CITY OF FORT WORTH
PUBLIC NOTICE
Notice is hereby given that the following ordinance was adopted by the Fort Worth City Council at their regular meeting held on Tuesday, February 18th, 2020
ORDINANCE NO. 24041-02-2020
AN ORDINANCE AMENDING ORDINANCE NO. 23717-06-2019 TO ADD ZONING DISTRICT INFORMATION FOR ZONING CASE ZC-19-088; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE AND NAMING AN EFFECTIVE DATE
SECTION 7.
Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.
APPROVED AS TO FORM AND LEGALITY:
/s/ Melinda Ramos
Sr. Assistant City Attorney
Adopted: February 18th, 2020
A copy of this ordinance may be reviewed in the City Secretary's Office, Fort Worth

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N. HOLBROOK SURVEY, ABSTRACT No. 647, Tarrant County, Texas and being a portion of that called 567.553 acres tract of land described in Document Number D204343515, Official Public Records Tarrant County, Texas, (O.P.R.T.C.T.) said tract containing 407.8606 acres of land, more or less.
SECTION 6.
That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.
ZC-19-148 2000 block Sonoma Creek Lane 13.49 acres
Zoning Change:
From: "G" Intensive Commercial
To: "D" High Density Multifamily
Description The Presidio, Block A, Lot 1R1
ZC-19-184 12600 – 12800 blocks Hemphill Street 20.39 acres
Zoning Change:
From: "ER" Neighborhood Commercial Restricted and "E" Neighborhood Commercial
To: PD/C Planned Development for all uses in "C" Medium Density Multifamily with waivers to parking, fencing and setbacks and to add a note that will comply with the enhanced landscape requirement for MFD Multifamily; Site Plan Approved, attached as Exhibit B and on file in the Planning & Development Department
Description
BEING 20.395 acres of land situated in the John Steele Survey, Abstract Number 1381 in the City of Fort Worth, Tarrant County, Texas and being a portion of that certain tract of land described in the Partition Deed to Elizabeth Ann Potter (Und. 50% Int.), according to the partition deed of Parcel Nine, recorded in Volume 5475, Page 175 Deed Records, Tarrant County, Texas and being a portion of that certain tract of land described in gift deed to Virginia Mitchell Purcell, trustee of the trusts (und. 25% Int.), Timothy M. Purcell, Trust (und. 12.5% Int.) and Diane Purcell Dean, Trust (und. 12.5% Int.) of Parcel Nine, recorded in Volume 12758, Page 536 Deed Records, Tarrant County, Texas.
SP-19-019 5421 Sycamore School Road 1.29 acres
Zoning Change:
To: Approval of site plan for PD 471 for restaurant with drive-through to plant additional trees along Summer Creek Drive to match existing tree line; site plan Approved, attached as Exhibit C and on file in the Planning & Development Department
Description Summer Creek Addition, Block 3, Lot 5B
SECTION 6.
That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.
SECTION 7.

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serves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.
Publish: February 26th & March 4th 2020

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR PROPOSALS
Sealed proposals will be received at 326 W. Main Street, Grand Prairie, Texas, until Thursday, March 19, 2020 at 2:00 PM, and publicly opened and read at that time for the purchase of the following:
RFP # 20065 – EMS Collection Services
Further information and specifications may be obtained from the Purchasing Department (972) 237-8255.
Publish Dates:
Thursday, February 27, 2020
Sunday, March 8, 2020

CITY OF SAGINAW PUBLIC NOTICE
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on March 10, 2020 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations for "Parking Lots". A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on March 17, 2020, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard;
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500

CITY OF SAGINAW PUBLIC NOTICE
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on March 10, 2020 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations for "Auto Car Wash". A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on March 17, 2020, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500

CITY OF SAGINAW PUBLIC NOTICE
Notice is hereby given that the City of Saginaw City Council will conduct a public hearing on Tuesday, March 17, 2020 at 6:00 P.M. at the Saginaw City Hall, 333 West McLeroy Blvd., Saginaw, Texas to consider selection of a project for the FY2020-46 th Year Community Development Block Grant (CDBG) program. The proposed project is new sidewalk construction in

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ed on the approved City prepared bid documents. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after bid opening.
The City of Saginaw reserves the right to reject any and all bids and act in the best interest of the City of Saginaw. All questions concerning the bidding process and specifications should be directed to Randy Newsom, Assistant Director of Public Works, 817-230-0448.
Dated this 21st day of February, 2020.
Submitted by:
CURNEY, FARMER, HOUSE, OSUNA & JACKSON, P.C.
411 Heimer Road
San Antonio, Texas 78232
Telephone No. (210) 377-1990
Facsimile No. (210) 377-1065
JEFFREY G. HOUSE
State Bar No. 00784295
jhouse@cfholaw.com

PROPOSAL NOTICE

THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT is accepting separate sealed proposals for the following items at the herein stated location until the proposal due date and time stated below.
SOLICITATION: 8005344 – Medical and Pharmacy Health Plan Administration
BID DUE DATE AND TIME: Wednesday, March 25, 2020 @ 3:00 PM (Central Time)
SMALL BUSINESS ENTERPRISE (SBE) GOAL: 0%
LOCATION TO SUBMIT PROPOSALS: DFW Airport Headquarters, Procurement Department, 2400 Aviation Drive, DFW Airport, TX 75261. Specifications may be obtained at the herein stated proposal submittal location or viewed / downloaded from DFW International Airport website at dfwairport.com or by calling 972-973-5600.

REQUEST FOR QUALIFICATIONS ("RFQ")
FOR GEOTECHNICAL AND MATERIALS TESTING SERVICES FOR CITY INFRASTRUCTURE PROJECTS
The City of Fort Worth is calling for Request for Qualifications (RFQ) from Firms to provide geotechnical and materials testing services for City let infrastructure projects.
The City's intent is to identify geotechnical and materials testing Firms that have the capability to provide these services on a consistent basis in compliance with the City's geotechnical and materials testing requirements.
The selected Firm will provide these services to the City project based on an agreed-upon fee schedule established between the City and selected Firms as part of this RFQ process.
The selected Firms will be required to work closely with the City Inspector and Contractor for scheduling of all services on the project. The selected Firm will provide "test" reports to both the Contractor and the City staff.
Firms interested in being considered for this RFQ shall submit six (6) copies of their Statement of Qualifications (SOQ) to include, but not limited to, the

DATE: March 4, 2020

TO: Chairman and Members of the Planning and Zoning Commission

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

SUBJECT: Ordinance Amendment Regarding "Auto Car Wash" Use

PUBLIC HEARING – AN ORDINANCE OF THE CITY OF SAGINAW AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND THE REGULATIONS FOR "AUTO CAR WASH"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

City Ordinance 2019-22 created a zoning overlay district on properties having frontage or direct access onto Saginaw Boulevard (Bus. 287). Auto Car Wash was identified as a use that would require a Special Use Permit.

Staff is recommending that the Special Use Permit for "Auto Car Wash" be required throughout the City in the NC (Neighborhood Commercial) and CC (Community Commercial) zoning districts. The use would continue to be permitted in LI (Light Industrial) and HI (Heavy Industrial) zoning districts.

The amendment would amend Article 5, Section 5-1 (Permitted Use Table) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw by amending the "Auto Car Wash" use allowed under the "Automotive Uses" to a use requiring a SUP in the NC (Neighborhood Commercial), CC (Community Commercial) zoning districts, and as a permitted use in LI (Light Industrial), and HI (Heavy Industrial) zoning district in the Permitted Use Table.

The revised language is as follows:

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZLL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
											Auto Car Wash		S	S		P	P	2,7

Attachments: draft Zoning Ordinance amendment

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND THE REGULATIONS FOR "AUTO CAR WASH;" PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Saginaw, Texas has a substantial interest in protecting the health, safety, welfare, convenience and enjoyment of the general public and has adopted zoning regulations to further this interest; and

WHEREAS, public hearings in accordance with the requirements of the Local Government Code were held after proper notice of these hearings was given in accordance with said Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS:

SECTION 1.

That Article 5, Section 5-1 (Permitted Use Table) of Appendix A, "Zoning," to the Code of Ordinances for the City of Saginaw is hereby amended by amending the "Auto Car Wash" use allowed under the "Automotive Uses," to a use requiring an SUP in the NC (Neighborhood Commercial) and CC (Community Commercial) zoning districts, and as a permitted use in LI (Light Industrial) and HI (Heavy Industrial) zoning districts, within the Permitted Use Table:

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
											Auto Car Wash		S	S		P	P	2,7

SECTION 2.

That this ordinance shall be cumulative of all other ordinances of the City of Saginaw and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 3.

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

That all rights or remedies of the City of Saginaw, Texas, are expressly saved as to any and all violations of the City Code or any amendments thereto regarding management of the public rights-of-way that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2000.00) for each violation of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

The City Secretary of the City of Saginaw is hereby directed to publish at least twice in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 7.

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED ON this the _____ day of _____, 2020.

_____
TODD FLIPPO, MAYOR

ATTEST:

_____
JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____
BRYN MEREDITH, CITY ATTORNEY

SIFIEDS Toll Free: 800-222-FWST (3978) 817-332-3333
Place newspaper and online ads at www.star-telegram.com/classifieds

& public notices

CATION HAS I MADE WITH TEXAS ALCO-C BEVERAGE MISSION FOR A . RETAIL DEALE-)FF-PREMISE LI-E, A WINE ON-ACKAGE STORE MIT AND A AGE STORE ING PERMIT. BY agers are on Butler, stian Butler and Puckett.

Y OF ARLINGTON
OF PUBLIC HEARING
nearings will be held by nning and Zoning Com- of Arlington, Texas in ncil Chamber, 1st Floor Hall, 101 West Abram Arlington, Texas on ndicated below no earlier :30 o'clock p.m. and by y Council of Arlington, n dates indicated below er than 6:30 o'clock p.m. h times interested par- d citizens shall have an nity to be heard con- proposed amendments, nents, changes, modifi- and/or repeals to the " Chapter of the Arling- Code of 1987, as speci- ein below:
Zoning Case PD13-1R1
g & Zoning: 3/18/2020
ncil: 4/14/2020
location: 1880 North- een Oaks, generally lo- outh of Northeast Green oulevard and East of As- Boulevard.
tion to revise the previ- approved development n approximately 1.400 oned Planned Develop- D) for Community Com- (CC) uses limited to of- s, banking uses (includ- e-in), a car wash, and a munications tower, with opment Plan to Planned ment (PD) for Commun- mercial (CC) uses limit- ffice uses, banking uses g drive-in), a car wash, elecommunications tow- a revised Development
Zoning Case ZA20-1
g & Zoning: 3/18/2020
ncil: 4/14/2020
location: 800 Secretary generally located South etary Drive and West of Road.
tion to change the zon- approximately 0.977 ned General Commercial Light Industrial (LI).
her information, go to 'www.arlingtontx.gov/ci departments/planning_d nent_services/land_deve t/zoning_unified_devel _code.
published on Thursday, y 27, 2020

ITY OF EULESS
lic Notice of Audit
, L.L.P., a firm of li- certified public account-

legals & public notices

Contractor by using a two-step Request for Proposal (RFP) process. After evaluating the submitted Proposals from the CMAR Offerors, the City will shortlist the week of March 30th, and interview up to three Offerors the week of April 6th. The City will then select and enter into negotiations with the Best Value Offeror. The City may discuss with the selected Offeror, options for a scope or time modification and any price change associated with such modification.
The selected CMAR Contractor will provide Pre-Construction Services including Constructability Reviews, Value Engineering Recommendations and Estimating Services. Upon completing the negotiations with the selected CMAR firm, the City will recommend to the City Council to award the CMAR contract to the selected CMAR firm based on the negotiations and the agreed upon estimated construction budget. The CMAR contract will be adjusted based on the agreed upon Guaranteed Maximum Price (GMP) after the design is completed.
The selected CMAR Contractor will be required to provide Payment and Performance Bonds and provide Contractors General Liability and Statutory Workers Compensation Coverage once the GMP is agreed upon.
CMAR Offerors may access the Instructions to Offerors, any Addendum, Sample Contract, General Conditions, Site Plans and other Reference Drawings, and any other related documents through the City's BIM 360 website by cutting and pasting the following link in a web browser:
https://docs.b360.autodesk.com/shares/e57e7c33-8978-4463-8f47-461ec7e41de4
For questions contact the City Project Manager, Alfonso Meza, at (817) 392-8274 or email Alfonso.Meza@FortWorthTexas.gov for assistance.

CITY OF FORT WORTH
PUBLIC NOTICE
Notice is hereby given that the following ordinance was adopted by the Fort Worth City Council at their regular meeting held on Tuesday, February 18th, 2020
ORDINANCE NO. 24041-02-2020
AN ORDINANCE AMENDING ORDINANCE NO. 23717-06-2019 TO ADD ZONING DISTRICT INFORMATION FOR ZONING CASE ZC-19-088; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE AND NAMING AN EFFECTIVE DATE
SECTION 7.
Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.
APPROVED AS TO FORM AND LEGALITY:
/s/ Melinda Ramos
Sr. Assistant City Attorney
Adopted: February 18th, 2020
A copy of this ordinance may be reviewed in the City Secretary's Office, Fort Worth

legals & public notices

N. HOLBROOK SURVEY, ABSTRACT No. 647, Tarrant County, Texas and being a portion of that called 567.553 acres tract of land described in Document Number D204343515, Official Public Records Tarrant County, Texas, (O.P.R.T.C.T.) said tract containing 407.8606 acres of land, more or less.
SECTION 6.
That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.
ZC-19-148 2000 block Sonoma Creek Lane 13.49 acres
Zoning Change:
From: "G" Intensive Commercial
To: "D" High Density Multifamily
Description The Presidio, Block A, Lot 1R1
ZC-19-184 12600 - 12800 blocks Hemphill Street 20.39 acres
Zoning Change:
From: "ER" Neighborhood Commercial Restricted and "E" Neighborhood Commercial
To: PD/C Planned Development for all uses in "C" Medium Density Multifamily with waivers to parking, fencing and setbacks and to add a note that will comply with the enhanced landscape requirement for MFD Multifamily; Site Plan Approved, attached as Exhibit B and on file in the Planning & Development Department
Description
BEING 20.395 acres of land situated in the John Steele Survey, Abstract Number 1381 in the City of Fort Worth, Tarrant County, Texas and being a portion of that certain tract of land described in the Partition Deed to Elizabeth Ann Potter (Und. 50% Int.), according to the partition deed of Parcel Nine, recorded in Volume 5475, Page 175 Deed Records, Tarrant County, Texas and being a portion of that certain tract of land described in gift deed to Virginia Mitchell Purcell, trustee of the trusts (und. 25% Int.), Timothy M. Purcell, Trust (und. 12.5% Int.) and Diane Purcell Dean, Trust (und. 12.5% Int.) of Parcel Nine, recorded in Volume 12758, Page 536 Deed Records, Tarrant County, Texas.
SP-19-019 5421 Sycamore School Road 1.29 acres
Zoning Change:
To: Approval of site plan for PD 471 for restaurant with drive-through to plant additional trees along Summer Creek Drive to match existing tree line; site plan Approved, attached as Exhibit C and on file in the Planning & Development Department
Description Summer Creek Addition, Block 3, Lot 5B
SECTION 6.
That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.
SECTION 7.

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serves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.
Publish: February 26th & March 4th 2020

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR PROPOSALS
Sealed proposals will be received at 326 W. Main Street, Grand Prairie, Texas, until Thursday, March 19, 2020 at 2:00 PM, and publicly opened and read at that time for the purchase of the following:
RFP # 20065 – EMS Collection Services
Further information and specifications may be obtained from the Purchasing Department (972) 237-8255.
Publish Dates:
Thursday, February 27, 2020
Sunday, March 8, 2020

CITY OF SAGINAW PUBLIC NOTICE
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on March 10, 2020 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations for "Parking Lots". A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on March 17, 2020, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500

CITY OF SAGINAW PUBLIC NOTICE
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on March 10, 2020 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations for "Auto Car Wash". A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on March 17, 2020, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500

CITY OF SAGINAW PUBLIC NOTICE
Notice is hereby given that the City of Saginaw City Council will conduct a public hearing on Tuesday, March 17, 2020 at 6:00 P.M. at the Saginaw City Hall, 333 West McLeroy Blvd., Saginaw, Texas to consider selection of a project for the FY2020-46 th Year Community Development Block Grant (CDBG) program. The proposed project is new sidewalk construction in

legals & public notices

ed on the approved City prepared bid documents. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after bid opening.
The City of Saginaw reserves the right to reject any and all bids and act in the best interest of the City of Saginaw. All questions concerning the bidding process and specifications should be directed to Randy Newsom, Assistant Director of Public Works, 817-230-0448.
Dated this 21st day of February, 2020.
Submitted by:
CURNEY, FARMER, HOUSE, OSUNA & JACKSON, P.C.
411 Heimer Road
San Antonio, Texas 78232
Telephone No. (210) 377-1990
Facsimile No. (210) 377-1065
JEFFREY G. HOUSE
State Bar No. 00784295
jhouse@cfholaw.com

PROPOSAL NOTICE

THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT is accepting separate sealed proposals for the following items at the herein stated location until the proposal due date and time stated below.
SOLICITATION: 8005344 – Medical and Pharmacy Health Plan Administration
BID DUE DATE AND TIME: Wednesday, March 25, 2020 @ 3:00 PM (Central Time)
SMALL BUSINESS ENTERPRISE (SBE) GOAL: 0%
LOCATION TO SUBMIT PROPOSALS: DFW Airport Headquarters, Procurement Department, 2400 Aviation Drive, DFW Airport, TX 75261. Specifications may be obtained at the herein stated proposal submittal location or viewed / downloaded from DFW International Airport website at dfwairport.com or by calling 972-973-5600.

REQUEST FOR QUALIFICATIONS ("RFQ")
FOR GEOTECHNICAL AND MATERIALS TESTING SERVICES FOR CITY INFRASTRUCTURE PROJECTS
The City of Fort Worth is calling for Request for Qualifications (RFQ) from Firms to provide geotechnical and materials testing services for City let infrastructure projects.
The City's intent is to identify geotechnical and materials testing Firms that have the capability to provide these services on a consistent basis in compliance with the City's geotechnical and materials testing requirements. The selected Firm will provide these services to the City project based on an agreed-upon fee schedule established between the City and selected Firms as part of this RFQ process.
The selected Firms will be required to work closely with the City Inspector and Contractor for scheduling of all services on the project. The selected Firm will provide "test" reports to both the Contractor and the City staff.
Firms interested in being considered for this RFQ shall submit six (6) copies of their Statement of Qualifications (SOQ) to include, but not limited to, the

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

FEBRUARY 2020

C/O ISSUED THIS MONTH							
DATE	NAME	ADDRESS	PERMIT #	BUILDING	FIRE	IWORQ	CERTIFICATE
2/5/20	SAGINAW MEDICAL CENTER	204 W J BOAZ RD 200	CO-18-19/20	2/10/20	1/29/20	2/5/20	2/6/20
2/18/20	SPRING	1453 SAGINAW BLVD N 100	CO-19-19/20	1/16/20	2/17/20	2/18/20	2/19/20
2/26/20	VALERO CORNER MARKET 85	1201 SAGINAW BLVD N A	CO-20-19/20	8/21/19	8/22/19	2/26/20	

DATE	NAME	ADDRESS	PERMIT #	COMMENTS
2/5/18	A T & T AUTHORIZED RETAILER	923 SAGINAW BLVD N	CO-22-17/18	

COM/IND OPEN BUILDING PERMITS					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
4/28/17	MILLER MILLING	221 FAIRMOUNT ST S	20546	NEW BUILDING	NEW FLOUR MILL
11/28/17	MILLER MILLING	221 FAIRMOUNT ST S	21905	ACCESSORY	CHLORINE STORAGE
7/9/18	U F P	444 SANSOM BLVD	23101	ACCESSORY	DETACHED ACCESSORY TO STORE RAW MATERIAL
7/27/18	U F P	444 SANSOM BLVD	23228	ADDITION	ADDITION TO EXISTING BUILDING FOR STORAGE
10/11/18	SAGINAW STRIP CENTER	240 SAGINAW BLVD N	23362	NEW BUILDING	COMMERCIAL LEASE SPACE
12/17/18	MILLER MILLING	221 FAIRMOUNT ST S	23716	ADDITION	RAIL CAR CLEANING CANOPY
1/24/19	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	23714	REMODEL	REMODEL
4/8/19	SAGINAW HIGH SCHOOL	800 BLUE MOUND RD N	23967	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/8/19	WAYSIDE MIDDLE SCHOOL	1300 OLD DECATUR RD	23968	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/8/19	SAGINAW ELEMENTARY SCHOOL	301 MCLEROY BLVD W	23969	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/8/19	WILLOW CREEK ELEMENTARY SCHOOL	1100 MCLEROY BLVD W	23970	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/8/19	HAFLEY DEVELOPMENT CENTER	616 MCLEROY BLVD W	23971	REMODEL	RECEPTION AREA SECURITY UPGRADES
4/17/19	CANN REAL ESTATE	722 SAGINAW BLVD	25538	REMODEL	FINISH OUT
6/25/19	WILLOW CREEK PARK PAVILIONS	752 KNOWLES DR S	26328	NEW BUILDING	2 NEW PAVILIONS
7/3/19	I O V 1341 JARVIS	1341 JARVIS RD	26326	PAVING	STORAGE PARKING LON
7/10/19	VIBRANT CHURCH	228 BELMONT ST	26471	REMODEL	REMODEL STAGE AREA
8/9/19	ARDENT MILLS	401 INDUSTRIAL AVE E	26700	PAVING	REPLACING PAVING INCLUDING FIRE LANE
9/4/19	EMERALD CUSTOM POOLS & PATIOS	116 MCLEROY BLVD W	26867	ACCESSORY	PERGOLA
9/4/19	EMERALD CUSTOM POOLS & PATIOS	116 MCLEROY BLVD W	26868	ACCESSORY	CABANA
9/11/19	T MOBILE	203 BAILEY BOSWELL RD E	26872	REMODEL	UPGRADE ANTENNA
10/23/19	SPRINT	300 OLD DECATUR RD N A	27135	REMODEL	UPGRADE ANTENNA & EXPAND WALL
1/16/20	W B D S CORNERSTONE	989 KENNEDY LN	27436	FENCE	FENCE OVER 6 FEET TALL
1/17/20	CORNERSTONE DFW	989 KENNEDY LN	27162	NEW BUILDING	NEW OFFICE & WAREHOUSE BUILDING
1/27/20	CITY OF SAGINAW ANIMAL SHELTER	205 BRENDA LN	28340	ACCESSORY	ACCESSORY BUILDING
1/29/20	FANTASTIC SAM'S	1453 SAGINAW BLVD N 145	28383	REMODEL	REPAIR AFTER CAR DROVE THROUGH BUILDING
1/30/20	CICI'S PIZZA	1453 SAGINAW BLVD N 147	28384	REMODEL	REPAIR AFTER CAR DROVE THROUGH BUILDING

COM/IND BUILDING PERMITS ISSUED THIS MONTH					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
2/3/20	TACO SHOP	201 SAGINAW BLVD N	27695	REMODEL	REMODEL
2/13/20	CARVANA	1353 JARVIS RD	28829	ACCESSORY	ACCESSORY OFFICE BUILDING

COM/IND BUILDING PERMITS TO BE PICKED UP					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
9/25/19	VALVOLINE INSTANT OIL CHANGE	1137 SAGINAW BLVD N	27102	REMODEL	ROOF
11/6/19	EMERALD CUSTOM POOLS & PATIOS	116 MCLEROY BLVD W	27407	FENCE	FENCE OVER 6 FEET TALL

CITY OF SAGINAW

COMMERCIAL BUILDING REPORT

FEBRUARY 2020

BUILDING PERMITS IN PLAN REVIEW					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
11/29/18	U F P	444 SANSOM BLVD	23733	ADDITION	ADDITION OF BREAKROOM
8/20/19	2 J T DEVELOPMENT	900 INDUSTRIAL AVE E	26537	NEW BUILDING	NEW SHELL BUILDING
CLOSED PROJECTS					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
3/29/19	WOODCREST	532 SAGINAW BLVD S	25501	REMODEL	FINISH OUT
4/9/19	SAGINAW DC PARK	240 BLUE MOUND RD S	25936	JOB TRAILER	JOB TRAILER
7/9/19	RACETRAC 2515 - DIESEL	149 SAGINAW BLVD	25745	NEW BUILDING	NEW DIESEL PUMPS & CANOPY
7/10/19	D & K STOCKER INVESTMENTS	989 KENNEDY LN	26470	PAVING	SITE IMPROVEMENTS
7/11/19	WOODCREST	548 SAGINAW BLVD S	26663	REMODEL	WHITE BOX FINISH OUT FOR FUTURE TENANT
8/8/19	DOS PROJECT - STANDARD MEAT	455 SANSOM BLVD	26157	REMODEL	REMODEL
12/2/19	I O V 1341 JARVIS	1341 JARVIS RD 100	27549	FOUNDATION	FOUNDATION FOR NE CONTAINER OFFICE
12/2/19	I O V 1341 JARVIS	1341 JARVIS RD 110	27550	FOUNDATION	FOUNDATION FOR NE CONTAINER OFFICE
12/6/19	WAL-MART	1401 SAGINAW BLVD	27093	REMODEL	REFRIGERATION AREA REMODEL
12/18/19	I O V 1341 JARVIS	1341 JARVIS RD 100	27461	NEW BUILDING	NEW PIER & BEAM CONTAINER OFFICE
12/18/19	I O V 1341 JARVIS	1341 JARVIS RD 110	27500	NEW BUILDING	NEW PIER & BEAM CONTAINER OFFICE

February 27, 2020	CITY OF SAGINAW PUBLIC WORKS REPORT TO CITY MANAGER		
Name of Development	**Developer**	**# of Lots**	**Status**
Willow Vista Phase 3A	Mearl McBee	47	43 permits issued for new homes.
Willow Vista Phase 3B	Mearl McBee	50	48 permits issued for new homes
Willow Vista Phase 3C	Mearl McBee	74	8 permits issued for new homes
Bar C Ranch, Phase 1	Steve Hawkins Custom Homes	79	75 permits issued for new homes.
Bar C Ranch, Phase 2	Steve Hawkins Custom Homes	66	60 permits issued.
Basswood Crossing, Phase 1	D R Horton	75	69 permits issued for new homes.
Willow Creek Sanitary Sewer Extension	Mearl McBee		Plans under review
Basswood Crossings Phase 3, (includes Phase 4)	D R Horton	213	206 permits issued for new homes.
Capital Projects:			
Name of Project	**Status**	**Estimated Date of Completion**	**Comments:**
East Bailey Boswell Rd reconstruction Phase III Overpass	Bids to open 2/27/2020	Spring 2022	Opened bids 2/26/2020 Projected award 3/17/2020
Street Maintenance Fund Projects:			
Name of Project	**Status**	**Estimated Date of Completion**	**Comments:**
Anderson Street Reconstruction	Construction underway	March 2020	Reconstruct from Saginaw Blvd to Blue Bonnet
Hialeah Park Reconstruction	Construction to begin 3/2/2020	March 2020	Reconstruct from Saginaw Blvd to S Hampshire Street.
East McLeroy	Revised IPO approved 1/21/2020	Spring 2020	Project bid. Bid canceled. Awaiting survey for top of curb profiles.
Public Works			
Project	**Status**	**Estimated Date of Completion**	**Comments:**
Food Truck Park	Pavilions complete	March 2020	Electrical service & meter installed 2/25/2020

Fairmount Sanitary Sewer	Construction underway	1st Qtr 2020	Construction underway
BNSF Utility Relocations	Construction underway	1st Qtr 2020	Construction underway
Worthy Street Improvements	100 Block of Worthy	1st Qtr 2020	Construction complete. Awaiting punch list.
Building and Inspections:			
Building Permits	**Location**	**Status**	**Comments**
Miller Milling	221 Fairmount Street	under construction	$67,000,000 building and equipment expansion. Pending Fire and Building Final Inspections.
Miller Milling	221 Fairmount Street	Permit Issued	$750,000 railcar cleaning canopy. Pending final inspections.
DFW Cornerstone	989 Kennedy Lane	Permit issued	Construction underway
RaceTrac Diesel Fuel	145 N Saginaw Blvd	Permit issued	Complete
Police Department Parking Lot Expansion	505 W. McLeroy Blvd	Bids to open 1/29/2020	Preconstruction conference scheduled for 3/5/2020
Highland Middle School	1001 E Bailey Boswell Rd	Permit Issued	$2,000,000 renovation. Pending final inspections.
5 Local Schools EMS ISD	various	Permits Issued	Security upgrades. Pending final inspections
Industrial Outdoor Ventures	1341 Jarvis Rd	Permit issued	Pending final inspection
2 JT Development	900 E. Industrial	Under Review	Civil and building plans submitted.
BOA			
Applicant	**Location**	**Status**	**Comments**
Planning & Zoning	**Location**	**Status**	**Comments**
Beltmill Planned Development	NE corner Saginaw Blvd and E Bailey Boswell Rd	Pending	Drainage study underway and TIA submitted for review
The Square Preliminary Plat	North and West of Wal-Mart	Under Review	Revised Drainage study review underway
The Learning Experience Pre School and Day Care	SUP Day Care 912 N Old Decatur Road at W. J. Boaz	P&Z 11/12/19 City Council 2/18/20	Council approved 2/18/2020
Saginaw Skilled Nursing Facility Final Plat	NE corner Knowles Dr and W McLeroy Blvd	Pending	awaiting plat submittal
Gary Havener	Amending Plat for Lots 2R4A, 2R4B, 2R4C, 2R4, Block A, Van Zandt Place	Pending	TIA and Drainage study underway
City of Saginaw	Amend Zoning Ordinance	P&Z 3/10 CC 3/17	Amend "Parking Lot" regulations
City of Saginaw	Amend Zoning Ordinance	P&Z 3/10 CC 3/17	Amend "Car Wash" regulations

City of Saginaw	Amend Zoning Ordinance - Snow Cone Stand Regulations	P&Z 2/11/20 CC 2/18/20	Approved 2/18/20
City of Saginaw	Amend Zoning Ordinance - Food Truck Park Regulations	P&Z 2/11/20 CC 2/18/20	Approved 2/18/20
Code Enforcement	**Location**		**Comments**
TXDOT Issues	**Location**	**Status**	**Comments**
Utility relocations for FM 156 Expansion	FM 156 from Western Center to US 287	Open bids 1/8/2020	Preconstruction conference held 2/13/2020
City Council Considerations			
Project Dream Play	North end of Willow Creek Park	Estimated completion: 01/15/2020	Grand Opening/Ribbon Cutting 2/7/2020. Awaiting final walk thru and punch list.
2020 Year 46 CBDG	200-500 Block Blue Bonnet	CC 3/17/20	Sidewalk construction

PLANNING AND ZONING COMMISSION
2019 CASE REPORT

CASE #	APPLICANT	LOCATION	REQUEST	PZ DATE	P&Z DECISION	CC DATE	CC DECISION
PZ 0919-01	Clay Cristy P. E. ClayMoore Eng.	SW Corner E Bailey Boswell and N Blue Mound Rd	Reconfigure and change zoning from MF (MF1) and Community (CC) to MF (MF2) and Community Commercial (CC)	09/10/19	Recommended Approval	09/17/19	Approved
PZ 1019-01	Jim Maibach Peyco Southwest	North of the 700 Block of W Bailey Boswell Rd behind EECU and the E. R.	SUP to construct and operate a mini warehouse	10/08/19	Recommended Denial	09/05/19	Applicant reduced height of building and removed the 2 buildings on the east side of the property. CC approved w/super majority.
PZ 1119-09	Clay Cristy Claymoore Eng	NE corner of Old Decatur Road and W J Boaz Road	SUP to operate daycare	11/12/19	Recommended Denial	02/18/20	Approved
PZ 0120-01	City of Saginaw	Zoning Ordinance Amendment	Amend Regulations for Snow Cone Stands	02/11/20	Recommended Approval	02/18/20	Approved
PZ 0120-02	City of Saginaw	Zoning Ordinance Amendment	Amend Regulation for Mobile Food Truck Unit Park	02/11/20	Recommended Approval	02/18/20	Approved

City of Saginaw

Meeting Date:	3/17/2020	**Staff Contact:**	Rick Trice, P.E. Director of Public Works
Agenda Items:	(9)	**E-mail:**	rtrice@saginawtx.org
		Phone:	(817) 230-0449

SUBJECT:
Consideration and Action Regarding an Individual Project Order with Kimley-Horn and Associates, Inc. for Design of N. Old Decatur Road

BACKGROUND/DISCUSSION:
On February 18, 2020 City Council conducted a "Mid-Term Capital Improvement Project Planning" workshop to review projects that might be considered as short-term or interim projects leading up to the proposed 2020 Bond Election. The design of Old Decatur Road was included. Staff was directed to bring back a design contract for Council consideration.

Contract expenditures will be funded in the interim through the Fund Balance with the intent of reimbursing the Fund with a future funding mechanism.

KHA proposes to provide Basic Services on a Lump Sum Basis as follows:

Basic Services (Lump Sum)	
Task 1A Survey	$20,000
Task 1B Geotechnical	$7,000
Task 1C Easement Instruments of Conveyance	$5,000
Task 1D Preliminary Design	$58,000
Task 2 Final Design	$85,000
Total for Basic Services:	**$175,000**

KHA will perform the following Special Services on a labor fee plus expense basis upon authorization from the Client. Labor fee will be billed on an hourly basis according to KHA's then-current rates.

Special Services (Reimbursable)	
Task 3A Bidding	$7,000
Task 3B Construction Contract Administration	$23,000
Total for Special Services:	**$30,000**

Total Fee: $205,000

FINANCIAL IMPACT:

FINANCIAL IMPACT:
The Financial Impact will be $205,000. Contract expenditures will be funded in the interim through the Fund Balance with the intent of reimbursing the Fund with a future funding mechanism.

RECOMMENDATION:
It is recommended that the IPO with Kimley-Horn & Associates, Inc. be approved in an amount not to exceed $205,000 for the Design of N. Old Decatur Road.

ATTACHMENTS:

Description

KHA IPO

INDIVIDUAL PROJECT ORDER NUMBER – North Old Decatur Road

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Saginaw, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 17, 2012, which is incorporated herein by reference.

Identification of Project: North Old Decatur Road

Project Understanding:

Kimley-Horn understands that this work will include the preparation of construction documents for roadway, drainage, minor water and sanitary sewer adjustments, illumination, pavement markings and signage, traffic control plans, specifications, as well as project management and coordination tasks for approximately 1,500 linear feet of 3-lane undivided concrete section along Old Decatur Road from Bailey Boswell Road to the Saginaw City Limits.

Scope of Basic Services:

Task 1 – Survey, Geotechnical, and Preliminary Design

A. Survey (Lump Sum)

The Consultant will provide a topographic survey the width of the right-of-way along Old Decatur Road from Bailey Boswell Road north to the Saginaw city limits line (approximately 1,500 linear feet). Subtasks included in the scope are as follows:

- Gather existing plat information.
- Collect property owner and record information.
- Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats, court house filings, etc.). Undocumented easements may not be identified.
- Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
- Establish horizontal control points.
- Establish a vertical control benchmark circuit, as needed, throughout the project.
- Set horizontal and vertical control points, which shall be based on NAD 83 and NAVD 88.
- Perform a survey to identify and locate existing topographic elements within the roadway corridor including, but not limited to the following:
    - Property corner monumentation
    - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
    - Driveways
    - Existing storm drain inlets, manholes, junction boxes (including culvert sizes and invert elevations)
    - Outfalls and erosion control
    - Existing driveway culverts and swales
    - Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
    - Signs (excluding temporary signs)
    - Parking lots

- Retaining walls
- Trees and Landscaping
- Fence limits and material types (excluding temporary fences)
- Other applicable physical features that could impact design

- Obtain cross-sections throughout the project limits at 50-foot intervals and at grade breaks.
- Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field and an ASCII coordinate file of the points located in the field.

B. Geotechnical (provided by subconsultant) (Lump Sum)

1. Subsurface Exploration
   a. Roadway – Along the roadway alignment, drill and extrude three (3) sample borings to depths of 10' below existing grade using truck-mounted equipment.
      - Check samples for consistency with a hand penetrometer
      - Stake the boring locations using normal taping procedures
      - Backfill bore holes and plug at the surface
      - Rock, if encountered, will be evaluated for hardness by TxDOT cone penetration field testing
   b. Drainage – At each existing drainage structure crossing, drill and extrude one (1) sample boring to depths of 10' to 15' below existing grade using truck-mounted equipment.
      - Check samples for consistency with a hand penetrometer
      - Stake the boring locations using normal taping procedures
      - Backfill bore holes and plug at the surface
2. Laboratory Services
   a. Considering the planned facilities, anticipated soil conditions, and geology, the following laboratory tests will be required for classification purposes and to determine strength characteristics:
      - Moisture content and soil identification
      - Liquid and plastic limit determinations
      - Unconfined compression tests to evaluate soil strengths
      - Swell test to determine swell potential and subgrade treatment requirements, including subgrade modifications (if required)
      - Unit weight determinations
      - Eades and Grim lime series tests to determine percent lime required for subgrade stabilization
      - Soluble sulfate tests (to determine lime-induced heaving potential)
3. Engineering Analysis
   a. Prepare an engineering report presenting the following:
      - Sample boring location map
      - General soil and ground-water conditions
      - Examine samples for visible evidence of sulfates and discuss in the reports
      - Recommendations for appropriate subgrade treatment, stabilization type and concentration
      - Recommendations for subgrade modification (if required)
      - Recommended pavement section based on traffic data
   b. Submit one (1) copy of the report to the City.

C. Right-of-Way/Easement Instruments of Conveyance (Lump Sum)

1. Prepare easement instruments (field notes and graphic exhibits of easements required for drainage, City utilities, visibility, temporary construction, etc.).

a. Up to two (2) parcels

2. Individual parcel exhibits will be on 8 ½"x11" paper, will be sealed, dated, and signed by a Registered Professional Land Surveyor and will contain the following:
   a. Parcel number
   b. Area required
   c. Area remaining (for right-of-way parcels only)
   d. Legal description
   e. Current apparent owner
   f. Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
   g. All physical features
   h. Metes and bounds description of parcel to be acquired. The description will be provided on a separate sheet from the exhibit. Each type of easement will be described separately.
3. Upon written notification by the City of acceptance of the proposed right-of-way exhibits and instruments, and as directed by the City, Surveyor shall set all corners and points of curvature for the proposed right-of-way and submit final exhibits, including location of the control points and their NAD-83 reference.

D. Preliminary Design (Lump Sum)

1. Project Management
   a. Develop project communication plan
      - Develop project contact list
      - Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to:
        – Three (3) meetings with the City regarding project status and coordination issues. The first meeting being the project kick-off meeting.
        – Up to Three (3) meetings with other project stakeholders, including Business Owners, Tarrant County, EMSISD, City of Fort Worth and adjacent potential developments.
      - Coordinate with subconsultants (geotechnical)
   b. Develop project production plan
      - Document design criteria chart
      - Develop project schedule and interim milestones (coordinate with City staff at the project kick-off meeting)
   c. Project Administration
      - Prepare project correspondence and invoicing documents.
2. Data Collection
   a. Record Drawings for existing roadway and utilities (City of Fort Worth and City of Saginaw)
   b. Aerial and Contours from North Central Texas Council of Government
3. Project site visits (up to two (2) trips) during preliminary design.
4. Roadway
   a. Prepare preliminary roadway horizontal and vertical alignment for Old Decatur Road. Old Decatur Road will be designed as a 3-lane undivided arterial.
   b. Prepare typical sections:
      - Existing typical section for Old Decatur Road
      - Proposed typical section for Old Decatur Road
   c. Prepare preliminary plan and profile (roll plot format, 1"=40' scale). Items to be included:
      - Plan:
        – Control data

- Existing right-of-way
- Existing topography
- Existing pavement
- Proposed centerline alignment and horizontal curve data
- Proposed face of curb
- Proposed sidewalk and barrier-free ramps
- Proposed transition pavement tie-ins to existing pavement
- Proposed storm sewer and culvert alignments and sizes
- Existing trees to remain (if possible)
- Existing trees to be removed
- Existing driveway locations
- Proposed commercial driveways
- Existing storm drain locations
- Existing water line locations
- Existing sanitary sewer line locations
- Existing franchise utility locations (relying upon information provided by franchise utilities)

- Profile:
  - Existing Ground Profile and Proposed Vertical Alignment

5. Drainage
   a. Compile the hydrological and hydraulic data.
   b. Develop the project drainage area map:
      - Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients as required to calculate design-year flows.
      - Subdivide the overall drainage areas into sub-areas and calculate the discharge at each drainage structure. Preliminarily size each culvert crossing. Analyze capacities and adjust locations and sub-areas as needed to meet City design criteria.
      - Analyze upstream existing drainage systems and detention impacts.
   c. Analyze drainage improvements required to accommodate the new roadway and design preliminary layout and sizing of storm sewer system.
   d. Coordinate preliminary storm sewer design with adjacent downstream developments.
   e. Identify the need for additional drainage easements to accommodate proposed offsite drainage improvements (if required).
7. Utilities
   a. Establish the location of existing public utilities based upon information provided by the City of Saginaw and City of Fort Worth and field survey information.
   b. Identify public utility conflicts with proposed improvements and necessary relocations.
   c. Identify minor City utility adjustments such as valve adjustments, meter relocations, fire hydrant locations, installation of valves, and relocation of lines at proposed storm drain crossings.
8. Traffic Control
   a. Sequence narrative and conceptual plan identifying:
      - Travel lanes and construction areas for each phase of construction
      - Temporary signal locations (if necessary)
      - Narrative of the suggested sequence of construction
      - Storm sewer and City utility construction phasing
      - Vehicle detour routing during construction

9. Compile and prepare a preliminary opinion of probable construction cost (OPCC) using recent average unit bid prices which are representative of similar types of construction in the local area. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
10. Preliminary design submittal (Roll Plot at scale of 1"=40' horizontal and 1"= 8' vertical).
    a. Submit two (2) copies to the City for review and comment.
    b. Submittal shall include the following:
        - Preliminary roadway alignment (plan and profile)
        - Preliminary storm sewer design (plan only, no profile) and drainage area map
        - Preliminary traffic control plan narratives
        - Preliminary opinion of probable construction cost
11. Franchise Utility Coordination
    a. Identify franchise utility contacts.
    b. Send one set of plans to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type, and location of their utilities.

Task 2 – Final Design

Final Design (Lump Sum)

1. Project Management
   a. Project Communication
      - Conduct progress meetings to monitor the development of the project. During this phase of the project, conduct up to:
        – Two (2) project meetings with the City
        – One (1) City Council meeting
      - Up to Four (4) meetings with other project stakeholders, including EMSISD, business owners, Tarrant County and City of Fort Worth staff.
      - Prepare and e-mail monthly progress reports to the project team (City and Kimley-Horn Staff).
   b. Project Administration
      - Prepare project correspondence and invoicing documents.
2. Project site visits (up to two (2) trips) during final design.
3. Roadway
   a. Incorporate the preliminary design submittal review comments.
   b. Prepare plan / profile sheets (22”x34” plan sheets at a scale of 1”=20’ horizontal, and 1”=4’ vertical). The final bid documents will be 11”x17” plan sheets at a scale of 1”=40’ horizontal, and 1”=8’ vertical.
   c. Develop design cross-sections:
      - Develop on 50’ station intervals and at driveway and cross street centerlines.
      - Show pavement, right-of-way limits, side slopes, pavement cross slopes, curbs, retaining walls (if required) and sidewalks.
      - Cross-sections will be provided in the bid documents.
   d. Prepare roadway details to clarify intent of design.
   e. Compile applicable City standard details. Modify standard details as needed.
4. Drainage
   a. Incorporate the preliminary design submittal review comments.
   b. Perform final storm sewer sizing and alignment design. Prepare final inlet design sheets and hydraulic design sheets for inclusion in the plans.
   c. Coordinate final design plans with adjacent developments, as necessary.
   d. Prepare storm sewer plan / profile sheets depicting storm sewer lines, inlets, junction boxes, connections, manholes, utility crossings, and the hydraulic grade lines.
   e. Prepare profiles for the proposed storm drain laterals.
   f. Size culvert crossings and prepare hydraulic data sheets for inclusion in the plans.
   g. Prepare culvert layout sheets for each major crossing in accordance with standard details and the hydraulic computations previously developed.
   h. Prepare drainage details to clarify intent of design. Compile applicable City standard details. Modify standard details as needed.
   i. Create details for connections to existing systems (where applicable).
   j. Prepare erosion control plan.
5. Utilities
   a. Wastewater
      - Sanitary Sewer Manhole adjustments

b. Water
   - Minor adjustments to existing water valve boxes, meters, fire hydrants, etc. will be specified in the plans.
   - Minor adjustments to existing air release valve manholes and blow-off valves for the City of Fort Worth 48" Water Transmission Main
   - Water line lowering/relocations to avoid proposed storm drain will be specified in the plans. Up to two (2) of these have been included.

c. Prepare utility details to clarify intent of design.
d. Compile applicable City standard details. Modify standard details as needed.

6. Traffic
   a. Traffic Control Plans
      - Develop construction sequence plan showing:
        – Travel lanes and construction area for each phase of construction
        – Temporary signing and striping, barricades, and other channelization devices
        – Narrative of the sequence of work
        – Storm sewer construction phasing
      - Develop typical cross sections showing lane widths, edge conditions, channelization and proposed construction area.
      - Develop typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.
      - Prepare temporary signal plans for the existing signal at Bailey Boswell Road and Old Decatur Road.
      - Prepare traffic control details to clarify intent of design.
      - Compile applicable TxDOT standard details.
   b. Pavement Markers and Marking Plans
      - Prepare pavement markers and marking layouts in accordance with City and TxDOT design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
      - Prepare details to clarify intent of design.
      - Compile applicable City and TxDOT standard details. Modify standard details as needed.
      - Prepare signing layout in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD).
7. Illumination
   a. Street Lighting Plans
      - Street lighting foundation and conduit layout in accordance with Oncor specifications (Oncor to furnish and install lighting poles, fixtures and conductors)
8. General Notes and Specs
   a. Prepare general notes and specification data. Identify and prepare special specifications and/or special provisions applicable to the project.
9. OPCC
   a. Compile and update the overall OPCC.
10. Interim design submittal (60%)
    a. Submit three (3) copies to the City for review and comment.
    b. Submittal shall include the following:
       - Interim (60%) design plans
       - Interim opinion of probable construction cost
11. Final design submittal (90%)
    a. Submit three (3) copies to the City for review and comment.
    b. Submittal shall include the following:

- Final design plans
- Contract documents (*NCTCOG)*, including the following:
  - City of Saginaw standard construction contract forms
  - Notice to bidders
  - Special instructions to bidders
  - Bid form
  - Standard construction contract
  - Performance bond
  - Payment bond
  - Maintenance bond
  - Certificate of insurance
  - General conditions
  - Special provisions
  - Technical specifications
- OPCC
- On behalf of the City, the Consultant will identify and solicit the services of a Registered Accessibility Specialist (RAS) to perform the plan review and inspection on behalf of the TDLR. the Consultant will provide one set of plans (11"x17") for review in accordance with to the Elimination of Architectural Barriers Act.

12. Incorporate the final design submittal review comments.
13. Prepare the final OPCC.
14. Final design submittal (100%)
    a. Submit three (3) full-size (22"x34") and three (3) half-size (11"x17") sets of plans and specifications to the City
    b. Submit the final OPCC.
15. Agency and Stakeholder Coordination
    a. Franchise Utility Coordination
       - Prepare franchise utility log
       - Attend up to four (4) coordination meetings with franchise utility companies
       - Send one set of plans for each submittal (60% and 100%) to each franchise utility for their review. Request each franchise utility to mark up the plans to show the size, type, and location of their utilities.
       - Notify the City and franchise utility companies if any relocations are required.
    b. Agency Coordination
       - Attend up to ten (10) meetings with external agencies such as City of Fort Worth, EMSISD and Tarrant County to coordinate the following items:
         - Coordinate with adjacent developers for storm sewer design plans
         - Coordinate with the City of Fort Worth Water Department for utilities adjustments necessary on the existing Fort Worth 48" and 36 transmission mains
         - Coordinate with the City of Forth Worth TPW Street Department for traffic control detouring
         - Coordinate with Tarrant County for traffic control detouring
         - Coordinate with EMSISD for possible bus route detouring
         - Coordinate with adjacent Business Owners for construction sequencing, driveway tie-ins and detouring

Task 3 – Bidding and Construction Contract Administration

A. Bidding Phase (Reimbursable)

1. Final bid documents submittal
   a. Upload all plans and contract documents onto Civcast (or similar website) for access to potential bidders. Contract documents shall be uploaded in .pdf files.
   b. Print three (3) full-size (22"x34") and three (3) half-size (11"x17") sets for City's use
   c. Submittal shall include the following:
      - Final plans
      - Final contract documents
      - Final opinion of probable construction cost
   d. Furnishing additional copies of review documents and/or bid documents in excess of the number of the same identified above will be considered as Additional Services
2. Maintain a list of bidders to whom bidding documents have been issued
3. Prepare for and conduct a pre-bid meeting with prospective bidders
4. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents
5. Attend the Bid Opening
6. Tabulate the bids received and evaluate the compliance of the bids received with the bidding documents
7. Prepare a written summary of this tabulation and evaluation together with a letter addressing the award of the construction contract

B. Construction Contract Administration (Reimbursable)

The scope of services listed below may or may not be performed as part of our construction phase services. The Consultant's role during construction is limited and services are only provided upon request of the Client and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 120 hours of labor. We will not proceed with performance of services beyond the hours budgeted without written authorization by the Client.

1. Project Management
   a. Project Communication
      - Conduct monthly progress/coordination meetings with the City and/or Contractor during the Construction phase of the project.
   b. Project Administration
      - Prepare project correspondence and invoice documents.
2. *Pre-Construction Conference*. Prepare for and conduct the Pre-Construction Conference prior to commencement of Work at the Site.
3. *Visits to Site and Observation of Construction*. Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
   a. The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general

to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

4. *Recommendations with Respect to Defective Work*. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
5. *Clarifications and Interpretations*. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
6. *Change Orders*. Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
7. *Contractor's Estimates*. Review and process contractor's estimates.
8. *Shop Drawings and Samples*. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
9. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
10. *Inspections and Tests*. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
11. *Disagreements between City and Contractor*. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
12. *Applications for Payment*. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with

the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

a. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

13. *Substantial Completion*. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
14. *Final Notice of Acceptability of the Work*. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
15. *Limitation of Responsibilities*. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
16. *Record Drawings*. Prepare project "Record Drawings" based on information provided by the Contractor and/or City as to the actual field placement of the work including any changes or deletions. The Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the City. Kimley-Horn will provide the following deliverables:
    a. One (1) set of reproducible (22" x 34") Record Drawings.
    b. One (1) set of blackline (22" x 34") Record Drawings
    c. One (1) set of .pdf file Record Drawings

Task 5 – Additional Services

A. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

1. Environmental permitting
2. Construction staking
3. Landscape and Irrigation Design
4. Design of any offsite drainage improvements beyond the improvements identified in the scope
5. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above
6. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
7. Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor
8. Wastewater design
9. Water line design beyond scope of services identified above
10. Additional bid packages

Terms of compensation:

Kimley-Horn will perform the following services on a lump sum basis:

▪ Task 1A Survey	$20,000
▪ Task 1B Geotechnical	$7,000
▪ Task 1C Easement Instruments of Conveyance	$5,000
▪ Task 1D Preliminary Design	$58,000
▪ Task 2 Final Design	$85,000
Lump Sum Subtotal:	$175,000

Kimley-Horn will provide the following services on a labor fee plus expense (reimbursable) basis:

▪ Task 3A Bidding	$7,000
▪ Task 3B Construction Contract Administration	$23,000
Reimbursable Subtotal:	$30,000
TOTAL:	**$205,000**

The Consultant will perform the services identified in the Lump Sum Tasks above for a total Lump Sum fee of $175,000. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

The Consultant will perform the services identified in the Reimbursable Tasks above on a labor fee plus expense (reimbursable) basis for an estimated fee of $30,000. Labor fee will be billed on an hourly basis according to the attached rate schedule, which is subject to annual adjustment. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. 6% of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house

reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Any fee projections in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the projections.

Payment will be due within 25 days of your receipt of the invoice.

Special terms of compensation: The hourly rates listed below are valid through June 30, 2021.

Hourly Rates	
Senior Professional I	$190 - $255
Senior Professional II	$245 - $270
Professional	$165 - $215
Analyst	$110 - $180
Senior Technical Support	$120 - $195
Technical Support	$90 - $105
Clerical/Administrative Support	$80 - $120

ACCEPTED:

CITY OF SAGINAW, TEXAS

BY:_____
Gabe Reaume
City Manager

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:_____
Scott R. Arnold, P.E.
Vice President

DATE:_____

City of Saginaw

Meeting Date: 3/17/2020

Agenda Items: (10)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action regarding Award of Contract for 2020 Annual Mowing Contract

BACKGROUND/DISCUSSION:
The city biennially awards a mowing contract to provide maintenance services for city parks and right-of-ways.

On March 3, 2020, City Council rejected bids that were received on February 19, 2020. The bids were rejected due to contractor experience and the City's budgeted amount being exceeded.

On March 12, 2020 the city received bids for the 2020 Annual Mowing Contract. The total bids were as follows:

Bidder	Total Bid Amount
Yellowstone Landscape	$203,662.50
Burly Brothers Landscaping	$207,500.00

The contract requires two levels of mowing frequency depending on location. Cycle "A" is a higher level of maintenance estimated to be 32 mowing cycles from March until the end of October. Cycle "B" is estimated at 16 mowing cycles from March until the end of October. Payment is made based on mowing cycles completed and may be increased or decreased.

Staff has reviewed references for Yellowstone Landscape and is recommending that they be awarded the 2020 Annual Mowing Contract.

FINANCIAL IMPACT:
The financial impact will be $203,662.50. Funds in the amount of $111,960 are budgeted in the Public Services Budget, Account 01-5245-06-00 Contract Services-Mowing and funds in the amount of $66,625 are available in the Parks Budget, Account 01-5245-07-00. Total available funds are $178,585. The remaining required

$25,077.50 will come from Fund Balance.

RECOMMENDATION:

Staff recommends the bid for the 2020 Annual Mowing Contract be awarded to Yellowstone Landscape in the amount of $203,662.50.

ATTACHMENTS:

Description

Parks Budget Info

Public Services Budget Info

CITY OF SAGINAW
BUDGET SUPPLEMENT
2019-2020

PARKS DEPARTMENT

01-4010-07-00 SALARIES $ 76,835
Salaries, incentive pay, longevity pay and certification pay. 3% increase for FY19/20.

01-4015-07-00 OVERTIME $ 10,405
This represents "on call" personnel responding to weekend Park checks. Proposed increase in FY18/19 for increased special events.

01-4150-07-00 SOCIAL SECURITY & MEDICARE $ 6,675
Based on 7.65% of salaries and overtime.

01-4160-07-00 TMRS RETIREMENT $ 18,995
Based on 21.773% of total salaries.

01-4180-07-00 INSURANCE-EMPLOYEES HEALTH $ 25,605
This account covers the City's portion of medical, dental and life insurance premiums. The City covers 100% of employee premiums and a portion of dependant coverage premiums.

01-4185-07-00 FSA ADMINISTRATION FEES $ -
This represents the costs for the City's third party administrator for the employee flexible spending accounts.

01-4190-07-00 INSURANCE-WORKERS' COMP $ 1,245
This represents required workers' compensation for Parks share of the total cost ($123,725).

01-4200-07-00 UNIFORMS $ 1,200
This account is to supply uniforms. The department is under contract with a uniform company. They launder the uniforms and make any needed repairs which keep the employees looking neat and professional.

01-4970-07-00 PARK MAINTENANCE & SUPPLIES $ 65,000
This account covers the cost for parts, material, and supplies to maintain the Parks/Playground Equipment. It also covers the cost to do the annual fall protection (fibar) replacement program that we do.

01-5245-07-00 CONTRACT SERVICES - MOWING $ 66,625
This amount includes mowing of 112 acres of park land. 3% increase due to consumer price index.

01-5247-07-00 CONTRACT SERVICES - JANITORIAL $ 950
Parks share of janitorial expense based on square footage.

CITY OF SAGINAW
BUDGET SUPPLEMENT
2019-2020

PUBLIC SERVICES

01-4972-06-00 SIDEWALK REPLACEMENT $ 56,145
Spot repairs of City sidewalks as needed
In FY19/20 increased by $36,145 for sidewalk connections and ramps as identified in ADA compliance study.

01-4980-06-00 STREET MAINTENANCE & SUPPLIES $ 65,000
This account covers the cost for street striping supplies and miscellaneous street maintenance needs. Asphalt prices have increased, as well as, striping materials increased $5,000 in 17/18. Requesting

01-4981-06-00 SIGN SUPPLIES & MATERIALS $ 25,000
This account includes expenses for signs and related materials. We are now required by law to do a Sign Retro Reflectivity Program throughout the City. This involves the continuing replacement of noncompliant signs.

01-4985-06-00 SIGNAL LIGHT REPAIRS $ 5,000
This item covers supplies and repairs to the City's traffic signal system and assorted electronic flashers.

01-5245-06-00 CONTRACT SERVICES-MOWING $ 111,960
This amount includes 21 mowing cycles of all City-owned property except the 30 miles of right-of-way the City maintains. This includes 112 acres of park land. This account is increased 1.5% due to the Consumer Price Index which is allowed per the mowing contract. Additionally, funds were added in FY16/17 ($18,500) to provide annual fertilizing and weed control of city properties using a contractor. The consumer price index is allowed per the contract and could be less than 3%.

01-5247-06-00 CONTRACT SERVICES-JANITORIAL $ 1,050
Public Works share of janitorial expenses based on square footage.

01-5660-06-00 PHYSICALS $ 400
Pre-employment physicals/testing as needed and annual blood-born pathogens class.

01-6100-06-00 DUES & SUBSCRIPTIONS $ 1,000
Membership to APWA for up to 4 members - part of accredidation process.

01-6150-06-00 EDUCATIONAL TRAINING/TRAVEL $ 2,500
This account includes funding for schools concerning street maintenance, building maintenance, work zone safety, storm water and chemical application training.

01-6300-06-00 UTILITIES $ 252,940
Public Services share of gas, electric, and water expense. Each meter has been assigned to responsible dept.

01-6500-06-00 INSURANCE-GEN LIABILITY/AUTO $ 12,080
This represents the Public Services share of insurance expense. We have insurance through Texas Municipal League (TML). Total estimated city wide cost is $155,895.

City of Saginaw

Meeting Date: 3/17/2020

Agenda Items: (11)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
Consideration and Action regarding Resolution No. 2020-10 adopting Financial Management Policies.

BACKGROUND/DISCUSSION:
Financial Management Policies establish guidelines for the fiscal management of the City. Through a series of workshops during the summer of 2018, the City Council was presented with recommended Financial Management Policies. At the September 4, 2018 City Council meeting the adoption of the policies was tabled. The Finance and Audit Committee reviewed and discussed changes at two committee meetings. There has been ongoing discussion regarding the policies.

FINANCIAL IMPACT:
The policies provide direction on how financial matters are managed for the City.

RECOMMENDATION:
Staff recommends the City Council vote to approve Resolution 2020-10 adopting Financial Management Policies.

ATTACHMENTS:

Description

Draft Financial Management Policies with comments
Resolution 2020-10

PF-TF Comments Combined

CITY OF SAGINAW, TEXAS
FINANCIAL MANAGEMENT POLICIES

Latest staff & Mayor comments

I. Purpose

The City of Saginaw has a responsibility to its citizens to carefully account for public funds, to manage municipal finances wisely, and to plan for the adequate funding of services desired by the public. These policies are designed to establish guidelines for the fiscal management of the City.

II. Policy

These policies shall be reviewed periodically and will be presented to the City Council for approval of any significant changes.

Such periodic review shall occur not less than every 5 years. The review shall be conducted by a committee made up of not more than 3 city council members, 2 staff members and a minimum of 1 qualified citizen. A qualified citizen is a person over the age of 21 who has experience in the area of either accounting or finance. The citizen must either reside or operate a business within the city limits of Saginaw.

Staff agrees with this change and will attempt to find a citizen volunteer to to be part of the review.

III. Basis of Accounting

A. Governmental Funds – The City's accounting records for general governmental operations are maintained on a modified accrual basis in accordance with Generally Accepted Accounting Principles (GAAP). Revenues are recorded when measurable and available and expenditures are recorded when goods and services are received or when a commitment to purchase is made.

B. Proprietary Funds – The City's accounting records for enterprise operations (water and wastewater service) are maintained on a full accrual basis in accordance with Generally Accepted Accounting Principles (GAAP). Revenues are recorded when they are earned by and due to the City and expenditures are recorded when goods and services are received or when a commitment to purchase is made.

C. Basis of Accounting compared to Basis of Budgeting – Revenues and expenditures are budgeted on a cash basis which differs in some instances from

the basis of accounting: Compensated absences are not budgeted but are reported as an expenditure in the accounting system. Depreciation and gains or losses on assets are not budgeted but are recorded as revenues or expenditures in the accounting system. For Proprietary Funds capital expenses are budgeted but at year end are booked as additions to capitalized assets and bond payments are budgeted as expenses but booked as a reduction to liability at year end.

IV. External Audit

The City shall have its records and accounts audited annually by an outside, independent auditor and shall have an annual financial statement prepared based on the audit.

A. The auditors are accountable to the City Council and will have access to direct communication with the City Council if the City staff is unresponsive to auditor recommendations or if the auditors consider such communication necessary to fulfill their legal and professional responsibilities.

B. At least every five years, the City shall request qualifications from qualified accounting firms, including the current auditors if their past performance has been satisfactory.

C. Proposals for the annual audit will be evaluated based on the following criteria:

1. The auditor will be a certified public accountant licensed to practice within the State of Texas.
2. The auditor shall have an understanding of the City's needs and its plans for the future.
3. The auditor's approach shall be thorough, comprehensive, and tailored to the City's needs.
4. The auditor shall have specialized government audit training and should have experience in auditing municipal governments of a similar size.
5. The audit firm shall have a demonstrated commitment to local government audit practice.
6. The audit firm shall have the appropriate resources available to apply to the audit engagement.
7. The fees proposed by the audit firm shall be reasonable in view of the type and quality of the services provided. Auditing is a professional service and will not be purchased solely on the basis of the lowest fee.
8. Recognizing the importance of Continuing Disclosure to the Market Place, the timeliness of the completed audit shall weigh on the evaluation of the Auditor. Under current requirements, a Continuing Disclosure filing must be made within 180 days of the end of the fiscal year.

V. Financial Reporting

A. Reporting Entity

The financial statements of the City shall include all activities for which the City exercises oversight responsibility. The criteria considered in determining oversight responsibility includes the ability to significantly influence operations, selection of management, accountability for fiscal matters, and financial interdependency.

B. Reporting Frequency

1. The Comprehensive Annual Financial Report (CAFR) will be submitted annually to present the results, financial position, and operations of the City for the prior fiscal year.
2. Monthly Financial Reports will be presented after the close of each month.

VI. Comprehensive and Strategic Planning

The Saginaw Comprehensive Plan is the City's comprehensive plan to preserve, promote and protect public health and general welfare, prevent overcrowding, ensure adequate transportation, availability of necessary utilities and services, and conserve and protect the City's natural resources. The City's budget is the Annual Operating Plan element of the Comprehensive Plan.

The Comprehensive Plan is founded on strategic objectives or "policy areas" that are reviewed at least every five years. Funding of City programs should be based upon the objectives set forth in the Master Plan.

VII. Operating Budget

Definitions:

Current Budget Year – The budget year in which the next budget year documents are being prepared.

Next Budget Year – The budget year following the Current Budget Year.
These definitions do not make the policy more clear.

A. Budget Preparation

CITY OF SAGINAW, TEXAS
FINANCIAL MANAGEMENT POLICIES

The City Manager will file annually a balanced budget (estimated expenditures will not exceed estimated resources) with the City Council in compliance with the City Charter and state law. The budget process shall span sufficient time to address policy and fiscal issues by the City Council.

The budget process shall consist of not less than 4 workshop events during the Current Budget Year with in an open meeting with a council quorum present. The workshop events must address the following budget related topics.

1. Budget process schedule (no earlier than Q3)
    a. Key staff meeting dates
    b. Workshop schedule
    c. TAD information release dates
    d. Required council action dates
2. Disclosure of key Current Budget Year budget elements (no earlier than Q3)
    a. Current Budget Year revenue by source
    b. Current Budget Year collection forecast by source
    c. Current Budget Year ongoing capacity (savings or overrun) forecast by use
    d. Current Budget Year onetime capacity (savings or overrun) forecast by use
    e. Summary of Current Budget Year unbudgeted / unplanned expenditures
3. Disclosure of anticipated New Budget Year adjustments (no earlier than Q4)
    a. Department Requests / Needs
    b. Compensation adjustments
    c. Programs and Initiatives
    d. CIP Expenditures
    e. Enterprise Needs
4. Budget Draft Presentation (no later than the first council meeting in August)
    a. City Manager's recommendation
    b. Summary of new onetime expenses
    c. Summary of new ongoing expenses
    d. Summary of revenue sources with increase / decrease boldly disclosed
    e. Presentation of tax rate
        i. Total Rate and Corresponding revenue
        ii. Maintenance And Operations Rate and corresponding revenue
        iii. Interest And Sinking Rate and corresponding revenue

The additions of items 1 - 4 describe the budget calendar which is distributed to the City Council each year. Each City Council should have input into the budget process and not be determined by the Financial Management Policies.

B. Balanced Budget

The annual operating budget will be structurally balanced, recurring revenues will fund recurring expenditures/expenses. Fund balance or non-recurring revenues will only be used for non-recurring expenditures/expenses.

C. Legislative Role

The budget process will be coordinated to identify major policy issues for City Council consideration prior to the budget approval date so that sufficient analysis can contribute to informed decision making.

D. Adoption process

The budget adoption process will comply with both City Charter and state law requirements. The budget shall be adopted by note less than four ~~the~~ favorable votes. ~~of a majority of the City Council~~.

E. Forecasting

Annual estimates of revenues and expenditures shall be based on historical trends and reasonable expectations and assumptions regarding growth, the state of the economy, and other relevant factors. A conservative approach shall be observed in estimating revenues. Property Tax collections that exceed the revenue amount ratified at the beginning of the Current Budget Year shall not be used as the basis for establishing the effective rate for the Next Budget Year. The budgeted Property Tax revenue amount adopted at the beginning of the Current Budget Year shall be the basis for establishing the effective rate for the Next Budget Year. Maintenance And Operations (General Fund) Property Tax Revenue forecasts for a Next Budget Year shall not exceed 8% of the amount adopted at the beginning of the Current Budget Year. In the event that proposed Maintenance And Operations (General Fund) ongoing expenses exceed the Property Tax Revenue limit of 8%, the City Manager shall either provide options from other revenue sources, or cut funding in non-essential areas to be disclosed.

The Financial Management Policies should comply with state law. City Council will determine the appropriate tax rate in any given year.

F. Reporting

Monthly financial reports will be prepared showing actual revenues and expenditures/expenses compared to budgeted amounts. These reports will be submitted to the City Council

G. Budget Management and Amendment

1. The level of budgetary control is the department level in all funds. The City Manager or designee may approve budget transfers between line items within a department.

2. Budget adjustments between departments or increasing the total appropriation of a fund require City Council approval.

H. Operating Deficits

If at any time during the fiscal year it is estimated that the current year resources will not be sufficient to fund current year expenditures/expenses, the City Manager shall notify the City Council and present a plan to correct the anticipated deficit. Plans to correct an operating deficit shall include consideration of the following strategies in order of precedence:

1. Reduce transfers for cash funded capital projects/delay cash funded capital projects.
2. Manage the vacant position hiring process
3. Reduce travel and training expenses for only required certifications
4. Defer capital outlay purchases
5. Expenditure reductions
6. Hiring freezes
7. Use of undesignated fund balance in excess of required reserves
8. Salary increase freezes
9. Increase user fees
10. Employee lay-offs

VIII. Capital Improvements Plan (CIP)

A. The Capital Improvements Plan includes City facilities and infrastructure

1. Facilities include any structures or properties owned by the City, the land upon which the facility is situated for the provision of City services, and the initial furniture, fixtures, equipment and apparatus necessary to put the facility in service.

2. Infrastructure includes permanently installed facilities, generally placed underground or at ground level, which form the basis for the provision of City services.

3. Preparation

a) The Capital improvements Plan describes facilities and infrastructure projects including related professional services necessary to acquire, design, and construct them.

b) Each year City Engineers and other City Staff update the CIP as part of the annual budget process. Updates are based on current cost estimates, changing priorities, timing of construction in progress, and funding availability. Estimates prepared shall include a cost escalation factor of not less than 8% per year for projects that are not scheduled to start in the current budget year.

It is agreed that a cost escalation factor should be included but a specific % should not be in the policy. As the CIP is reviewed each year the % used should be discussed.

c) The CIP is prepared for a five year period with the first year of the plan being adopted as part of the annual budget.

4. Impact on Operating Budget – The operating impact of capital improvements will be considered when developing the CIP and determining which projects will be funded in the coming year. The operating budget impact could include debt service payments or the operating expenses related to additional or enhanced facilities. Use of operating funds and / or fund balance for debt service payments shall require a favorable 5/7ths majority vote of the council.

The use of any fund balance is part of the budget discussion and must be approved by the majority of the City Council. It is recommended that the policy not preclude future Councils from making decisions appropriate in a given year.

5. Gross Cost Overrun – In the event that a project funded with voter approved bond funds is competitively bid and the lowest qualified bid amount exceeds the project budget by 50% or greater, the Project shall be placed on hold and shall not resume until after a public hearing, and a favorable 5/7ths majority vote of the council.

If a project exceeds the budget, the City Council will determine the course of action and funding source. It is recommended that the policy not preclude future Councils from making decisions appropriate for a particular situation.

IX. Fixed Assets and Capitalization

A. A fixed asset of the city shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, improvement, addition to an existing capital asset, land, or building that meets all of the following requirements:

1. It is owned by the City

2. It has a value of $5,000 or more
3. It has an economic useful life of one or more years
4. It is intended to provide productive benefit to the City during its useful life

B. The City's assets shall be reasonably safeguarded, properly accounted for, and sufficiently insured.

C. Additions to existing assets may be capitalized if the asset's productive capacity is significantly improved or the assets economic useful life is extended by three or more years.

D. For various reasons, assets may have a reduction in productive benefit not accounted for by normal depreciation. Such assets, if not fully depreciated, will be removed from City asset accounts or reduced in value, and written off to expense, to the extent that future benefit to the City has been reduced.

X. Debt Management

A. Uses of Debt

Long term debt shall not be used for operating purposes. The life of issued bonds shall not exceed the useful life of the projects funded by the bonds.

B. Financing Alternatives

The City shall explore funding alternatives in addition to long term debt including leasing, grants and other aid, developer contributions, and unrestricted fund balances.

C. Types of Debt

1. General Obligation Bonds (GO's) – Original issue General Obligation bonds must be authorized by a vote of the citizens of Saginaw. They are used only to fund capital assets of the general government and are not to be used to fund operating needs of the City. The full faith and credit of the City as well as the City's ad valorem taxing authority back general obligation bonds within the limits of state law for taxing authority.

As needed, the city will prepare Bond Propositions and the City Council will approve any election items and will set election dates in accordance with state law. The Finance Department will track all authorized propositions, the related debt issues and projects for those authorizations, and all remaining amounts approved but unissued.

2. Revenue Bonds – Revenue bonds may be issued to provide for the capital needs of any activities where the capital requirements are necessary for the continuation or expansion of a service. The improved activity shall produce a revenue stream to fund the debt service requirements for the necessary improvement to provide service expansion. The final maturity of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue

C. Additions to existing assets may be capitalized if the asset's productive capacity is significantly improved or the assets economic useful life is extended by and will generally be limited to no more than twenty (20) years.

3. Certificates of Obligation – (C O's) C ertific ates of O bligation may be us ed to fund capital requirements that are not otherwise covered either by general obligation or revenue bonds. Debt servic e for C O's may be paid either from general revenues (tax-supported) or supported by a specific revenue stream(s) or a combination of both provided, however, that the I&S tax provides alternate sec urity for the repayme nt of C O's as required by State Law.

Certificates of obligation will be used with prudent care and judgement by the C ity C ounc il. Notic e of Intent to Iss ue C O's will c onform to st ate law requirements.

Certificates of Obligation may only be issued after Public Hearing and a favorable 5/7ths majority vote of the council

State law requires 45 day public notification and approval by the majority of City Council.

4. Self-supporting General Obligation Debt – Refers to general obligation debt issued for a specific purpose and repaid through dedicated revenues other than ad valorem taxes; however, the I&S tax is still pledged by law. The annual debt requirements are not included in the property tax calculation.

Self-supporting General Obligation Debt may only be issued after a public hearing and a favorable 5/7ths majority vote of the council This is more restrictive than state law.

5. Internal borrowing between City funds – The City can authorize use of existing long-term rese r ves as "loans" between funds . The bor rowing f und will repay the loan within a period not to exceed 5 years ~~at a rate consistent with current market conditions~~. Internal borrowing will be analyzed on a case by case basis and requires a public hearing and City Council approval. The City Council would approve internal borrowing as appropriate at a City Council meeting. Public comment could be heard without a formal public hearing with required publications.

D. Credit Ratings and Disclosures

1. The City will prudently manage the General and Enterprise Funds and attempt to issue and structure debt to maintain or increase the current bond ratings.

2. Full disclosure of operations and open lines of communications shall be maintained with the rating agencies. City staff, with the assistance of financial advisors, shall prepare the necessary materials and presentation to the rating agencies.

3. The City will comply with required disclosure guidelines

E. Subject Matter experts and advisors – The City will select a financial bond advisor to assist with the issuance and monitoring of debt activities. The financial advisor will recommend other parties to use as bond counsel, rating agencies, paying agents, escrow agents and others involved in a transaction. The City will designate the financial advisor in such a manner to allow investors and underwriting firms to participate in a bond transaction, in accordance with the federal municipal advisor rule.

F. Debt Capacity

1. The City will adhere to tax debt limitations as set forth in the Texas Constitution and the Texas Administrative Code and the City's Charter ~~as noted~~. The applicable citations read as follows: ~~Home Rule Cities and General Law Cities of over 5,000 population are limited to a maximum total rate authorization of $2.50 per $100 valuation (Article XI, Section 5), and a bond allowable maximum of $1.50 (Article XI, Section 4).~~ The section that is eliminated is state law and will be adhered to regardless of inclusion in the policy.

2. The City's total general obligation debt, excluding interest, will not exceed 5% of the taxable value. This comment is the same as the one crossed out below.

~~2. The City's total general obligation principal debt will not exceed 5% of the taxable value.~~

~~3. The City will strive to limit general obligation annual debt requirements (Debt Service Fund expenditures) to 35% of general government expenditures (General Fund and Debt Service Fund expenditures combined).~~

3. In the event that general obligation annual debt requirements exceed 35% of the property tax supported Maintenance & Operaitons (General Fund) and the Debt service fund combined, the City Manager shall present a debt reduction plan for to the City Council to ensure annual debt is returned to 35% or less within a period not to exceed 5 years. recommendation is to present a debt schedule instead of a debt reduction plan

~~4. Revenue bond coverage (Enterprise Fund) shall be maintained at a minimum of 1.25 (net revenue available for debt service excluding depreciation and transfers divided by debt service requirements).~~ It is recommended that the coverage ratio remain in the policy. It is a ratio that is reported each year in the CAFR.

G. Debt Management Analysis

In addition to considering impact on utility service rates, total debt limit and general obligation annual debt service sustainable limit, t~~T~~he City will analyze the following factors when considering additional issuance of debt: The additional phrase is acceptable. The point of this section is to consider the overall financial well being of the City.

1. Capital improvement planning to determine funding levels needed
2. Cost of debt in relation to resources
3. Multi-year planning impact
4. Debt service forecasts
5. Length of debt maturities
6. Debt payment structure

7. Overlapping debt impact
8. Future debt issuance impact
9. Other capital funding sources
10. Pay-as-you-go financing
11. Structure of issuance – variable or fixed rate, term
12. Influence on credit rating

CITY OF SAGINAW, TEXAS
FINANCIAL MANAGEMENT POLICIES

XI. Revenue Management Policies

A. The City shall strive to maintain a revenue system which is simple and reliable.

B. The City shall strive to maintain a balanced and diversified revenue system to protect the City from fluctuations in any one source due to changes in economic conditions. In no event shall overcollections in the Next Budget Year be used for Next Budget Year rate calculations. Overcollection is any amount collected that exceeds the revenue amount ratified at the time of adoption (not midyear or yearend adjustment).

This section is not meant to define that tax rate calculation. State law must be followed. Each year the Council determines the appropriate tax rate and corresponding tax revenue during the budget process.

C. The City will review, as part of the annual budget process, its fee structure to ensure that revenue collections are adequate to meet corresponding expenditures, cost of services shared with other departments. and are market comparable.

D. A conservative approach will be adopted when estimating revenues. In no event shall overcollections in the Current Budget Year by used for Next Budget Year rate calculations. Overcollection is any amount collected that exceeds the revenue amount ratified at the time of adoption (not midyear or yearend adjustment).

This section is not meant to define that tax rate calculation. State law must be followed. Each year the Council determines the appropriate tax rate and corresponding tax revenue during the budget process.

E. Utility Rates

1. The City will review and adopt utility rates that will generate revenue required to fully cover operating expenses, meet legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital and fund balance.

2. A component of the utility rate will include a transfer to any fund that provides service to the utility. This transfer will be for the recovery of the cost of services provided to the utility for overhead and administration.

F. Uncollectible Receivables for Utility Accounts

1. The City shall contract for the collections of delinquent utility accounts.

2. Once each year the City will write-off inactive accounts with a delinquent balance of more than one year as of the end of the previous fiscal year. The write-off of uncollected accounts is a bookkeeping entry only and does not release the debtor from any debt owed to the City.

XII. Fund Balance Policies

A. Fund Balances

Sufficient fund balances will be maintained to protect the City's financial position during emergencies or economic fluctuations, avoid cash flow interruptions, generate interest income, reduce the need for short-term borrowing, and assist in maintaining an investment grade bond rating.

1. Minimum Fund Balance General Fund

The City will maintain a fund balance of 25% of the operating expenditure budget (excludes capital expenditures).

2. Minimum Fund Balance Enterprise Fund

The City will maintain a fund balance of 25% (90 days) of the operating expenditure budget (excludes capital expenses).

B. Use of Fund Balance

Fund balance will only be used for emergencies, non-recurring expenditures/expenses, or major capital purchases. If such use reduces the fund balance below the level that is established as the minimum, the request to use fund balance will include a plan to replenish the fund balance to the minimum required level.

C. Fund Balance Components

In accordance with GASB Statement 54 the following components of fund balance are defined.

1. Non-spendable

Resources that are not in spendable form, such as inventories, pre-paids, long term receivables, non-financial assets held for sale, or resources required to be maintained intact such as an endowment.

2. Restricted

Resources that are subject to externally enforceable legal restrictions. The restriction could be externally imposed by creditors, grantors, contributors, or laws and regulations of other governments; or the restriction could be imposed by law through constitutional provisions or enabling legislation.

3. Committed

Resources that are constrained to specific purposes by a formal action of the City Council such as an ordinance or resolution. The constraints remain binding unless removed in the same formal manner by the City Council.

4. Assigned

Resources that are constrained by the City's intent to be used for specific purposes, but are not restricted or committed.

5. Unassigned

Resources that are not considered non-spendable, restricted, committed, or assigned.

XIII. Expenditure Policies

A. The level of budgetary control is the department level in all funds.

B. All invoices approved for payment by the proper City authorities will be paid according to state law.

C. The City will maximize any discounts offered by creditors, when considered cost effective.

XIV. Utility Billing Policies

A. New utility accounts require the following

1. New account application
2. Valid government issued identification
3. Lease agreement or settlement/closing disclosure
4. Payment of $110 which is due on or before start date, $100 of which is a payment in advance and will be applied to the customer's final utility bill
5. Payment of any balance due on previous utility accounts with the City

B. Transfer of service within the City of Saginaw requires the following:

1. Lease agreement or settlement statement/closing disclosure
2. Transfer of service application
3. Payment of $10 service charge which will be billed to the new account

C. Termination of service request requires a final water account (terminate service) form or written request that includes the following information:

1. Address or account number where service will be terminated
2. Date of requested service termination
3. Complete forwarding address (will be used for final bill or refund of payment in advance)

D. Disconnect/Reconnect water service

1. Accounts not paid in full 15 days past the due date will be scheduled for disconnection
2. A fee of $25 will be charged for reconnection of water service
3. Customers who turn on the water themselves will be charged a tampering fee of $100 plus any damages that may be done to city owned property

E. Customers are encouraged to contact customer service to make payment arrangements to avoid disconnection of service

1. Customers may request an extended due date or payment plan options
2. Customer accounts may not be more that 90 days in arrears
3. Customers who do not comply with their agreed upon arrangements will not be eligible for future payment arrangements until the beginning of the following calendar year

F. If payment is not received by the due date, a late charge will be added to the account

1. Residential account late charge is $5
2. Commercial account late charge is 10% of the account balance

G. Returned check fees and credit card chargeback fees

1. There will be a fee of $25 for each check returned unpaid by the bank
2. There will be a fee of $25 for each credit card transaction charged back by the credit card processor
3. After an account has had three returned checks, the City will no longer accept payment by check
4. After an account has had three credit card chargebacks, the City will no longer accept credit card payments

H. Water Use Adjustment – Water usage varies by person, family, and industry. Usage can be affected by climate conditions, personal habits, and faulty plumbing. The City may not be able to explain consumption at an individual service account but will offer advice on how to conserve water and detect leaks. The following policies will be used for fair and consistent consideration of a water bill adjustment request.

I. High usage due to a water leak – A customer may apply for an adjustment because of a significant increase in water consumption that can be proven to be the result of a leak in the service line past the water meter. The request must be made on the "Customer Request for Leak Adjustment" form provided by Utility Billing Customer Service and must be signed.

1. The following conditions must be met to qualify for a leak adjustment:
   a) *The account is a residential single-family or multi-family account with a separate meter*
   b) *The account must have had an increase in consumption or usage for the billing period or periods for which the adjustment is sought that exceeds the average usage of the three previous billing periods by at least 33%*

c) *The customer must present a receipt for repair work by a professional plumber or for supplies necessary to repair the leak at the service address within 30 days from the time the adjustment is sought*

2. If the account qualifies for an adjustment, an adjustment will be made for the two highest qualifying billing periods as follows:

a) *The average consumption for the three months prior to the adjustment period will be calculated and this average (rounded to nearest 1,000 gallons) will be subtracted from the consumption for each of the two qualifying billing periods*

b) *The result (the difference from the calculate average expressed in number of gallons) will be deducted from the billed consumption amount to calculate the revised consumption for the two qualifying billing periods*

c) *If the leak occurs during the sewer winter month averaging period (November, December, or January), then the consumption for the sewer calculation (for the month(s) in question) will be the adjusted consumption amount or 8,000 whichever is less*

d) *An adjustment to water and sewer charges due to leaks will be made only once in a 12 month period and will not be made for more than two consecutive billing periods where the 33% or more increase in consumption occurs*

J. A customer may request a rereading of their water meter to investigate high consumption. The reread will occur within one business day. The result will be reported to the customer by Utility Billing.

1. If the reread is consistent with the original reading, the customer may request a field test of the meter. There is no charge for this test, however the customer must be present to verify that all water is turned off before testing.

2. If the field test confirms the accuracy of the reading, the customer may request, at their expense, a meter test by an accredited third party approved by the City. While the meter is being tested an interim meter will be installed.

3. The meter will be tested at three different flow rates per American Water Works Association (AWWA) standards. If the meter tests over 100% at any flow rate, the consumption for the month in question shall be reduced by the resulting % over 100%, a new meter will be installed (the new meter may be the interim meter), and the customer's test fee will be refunded. If the meter tests less than 100% accurate, the meter may be replaced at the City's discretion. If the meter test is accurate (at 100%), the meter will be reinstalled if it is the City's current meter model.

4. A copy of the meter test will be delivered to the customer

5. The City acknowledges that water meters are mechanical devices and subject to malfunction, however once tested in accordance with the above policy, no other adjustments will be made.

CITY OF SAGINAW
RESOLUTION NO. 2020-10

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS ADOPTING FINANCIAL MANAGEMENT POLICIES

WHEREAS, the City Council has reviewed the financial management policies in a series of workshops, and

WHEREAS, said City Council is of the opinion that these policies are designed to establish guidelines for the fiscal management of the City:

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

1. That the City Council of the City of Saginaw, Texas does hereby formally approve and adopt the FINANCIAL MANAGEMENT POLICIES, as a copy is attached to the Resolution.

2. That henceforth the FINANCIAL MANAGEMENT POLICIES hereby adopted shall be in full force and shall supersede any such prior policy and provision thereof.

ADOPTED AND APPROVED this the 17th day of March, 2020.

APPROVED:

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, City Attorney