City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING, PUBLIC HEARING AND WORKSHOP

Meeting, Public Hearing, Workshop and/or Executive Session
6:00 PM - Tuesday, May 19, 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

(3) Audience Participation--On the Video Screen

(4) Consent Agenda

(a) Action regarding Minutes, April 7, 2020--Janice England, City Secretary

(b) Action regarding Resolution No. 2020-12 to deny the DCRF Amendment proposed by Oncor--Dolph Johnson, Asst. City Manager

(c) Action Regarding an Individual Project Order with Kimley-Horn and Associates, Inc. for Design of Old Decatur Road and WJ Boaz Intersection--Rick Trice, P.E., Director of Public Works

(d) Action regarding Resolution No. 2020-13 regarding the City of Saginaw's Participation in Tarrant County's Community Development Block Grant,

Home Investment Partnership and Emergency Solutions Grant Consortium for the Three Program Year Period, Fiscal Year 2021 through Fiscal Year 2023--Gabe Reaume, City Manager

(e) Action regarding Public Highway Overpass Agreement with Union Pacific Railroad Company (UPRR) for the Bailey Boswell Road Overpass--Rick Trice, P.E., Director of Public Works

(f) Action regarding Ordinance No. 2020-11, amending Saginaw City Code Section 6-37, "Keeping of Animals and Fowl"; Amending Standards for Keeping Backyard Chickens--Gabe Reaume, City Manager

(g) Action Regarding Award of Contract for East McLeroy Boulevard Curb and Gutter Improvements--Rice Trice, P.E., Director of Public Works

(5) Proclamation - First Responder Month--Todd Flippo, Mayor

(6) Proclamation - Educator Appreciation Week--Todd Flippo, Mayor

(7) Oath of Office for Councilmember Place 4 and Councilmember Place 6--Janice England, City Secretary

(8) Presentation of Service Pins to Mayor Pro-Tem Tankersley and Councilmember Farr--Todd Flippo, Mayor

(9) Election of Mayor Pro-Tem--Todd Flippo, Mayor

(10) Consideration and Action to approve funds for “Art in the Community Program” Mural--Keith Rinehart, Director of Community & Economic Development

(11) Consideration and Action regarding Lease Agreement with Mike Greene to allow a Mural to be painted on the north side of the J.R.'s Cafe Building located at 300 S. Saginaw Blvd.--Keith Rinehart, Director of Community & Economic Development

(12) Consideration and Action regarding approval of Ordinance No. 2020-10, authorizing the issuance and sale of City of Saginaw, Texas General Obligation Refunding Bond, Series 2020; levying an annual ad valorem tax and providing for the security for and payment of said bond; providing an effective date; and enacting other provisions relating to the subject--Kim Quin, Finance Director

(13) Consideration and Action regarding a Recommendation from the Planning and Zoning Commission for Approval of a Preliminary Plat for The Square, being 27.246 Acres out of the Benjamin Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County Texas--Rick Trice, P.E., Director of Public Works

(14) PUBLIC HEARING – Consideration and Action regarding a Recommendation from the Planning and Zoning Commission for Approval on a request for a change in zoning on approximately 76.613 Acres out of the J Walker Survey Abstract 1602, Tracts 3C and 3E, and the J Bradford Survey, Abstract 183, Tracts 1K and 1 from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Multi Family (MF2), and Light Industrial (LI). Property is located at the Northwest corner of Blue Mound Road (Hwy 156) and E McLeroy Boulevard (Ordinance No. 2020-12)--Rick Trice, P.E., Director of Public Works

(15) Consideration and Action Regarding Agreement Between City of Saginaw and HUB International for Benefits Consulting Services--Melanie McManus, Director of Human Resources

(16) Consideration and Action regarding an Interlocal Agreement with Tarrant County governing the allocation of federal assistance funds to the City of Saginaw--Gabe Reaume, City Manager

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

(18) Discussion of Central Fire Station Design/Delivery Considerations/Potential Bond Program--Dolph Johnson, Asst. City Manager

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

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

551.071. Texas Government Code.

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

(a) Any Posted Item

551.087 Texas Government Code.

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

(a) Building Improvement Grant Application - 125 S. Belmont St.

(b) Assisted Living Facility Project Incentive Request

(c) Potential Retail Relocation Incentive

(21) Adjournment--Todd Flippo, Mayor

City of Saginaw

Meeting Date: 5/19/2020

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, April 7, 2020

BACKGROUND/DISCUSSION:
The minutes of the City Council Meeting held on April 7, 2020 are presented for consideration.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 4-7-2020

CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING,
PUBLIC HEARING, AND WORKSHOP
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
APRIL 7, 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 Manager	Gabe Reaume
Finance Director	Kim Quin
City Secretary	Janice England
Director of Public Works	Rick Trice, P.E.
Fire Chief	Doug Spears
Dir. of Comm. & Eco. Dev.	Keith Rinehart
Police Officer	Brian Stewart

Absent from the meeting:

Asst. City Manager	Dolph Johnson
Police Chief	Lee Howell
Human Resources Director	Melanie McManus
Library Director	Ellen Ritchie

Visitors at the meeting:

Dennis Hudson

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Pastor Dennis Hudson of the Saginaw Park Baptist Church gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, March 17, 2020

b. Action regarding Minutes, March 26, 2020

c. Action regarding increasing the General Fund Emergency Reserve Balance by $1,650,000 and the Enterprise Fund Emergency Reserve Balance by $50,000 to comply with the Financial Management Policies

Summary: The purpose of this item is to increase the balance of the General Fund and Enterprise Fund Emergency Reserves to comply with the Financial Management Policies adopted by the City Council on March 17, 2020. Both funds are required to reserve 25% of the operating budget for unexpected emergencies. The current emergency reserve in the General Fund is $2,550,000. Based on the current year budget less capital and one-time items, the emergency reserve should be $4,200,000. An additional $1,650,000 should be added to the General Fund Emergency Reserve Balance. The current emergency reserve in the Enterprise Fund is $2,200,000. Based on the current year budget less capital and one-time items, the emergency reserve should be $2,250,000. An additional $50,000 should be added to the Enterprise Fund Emergency Reserve Balance.

d. Action regarding Interlocal Agreement for Saginaw-Lake Worth Emergency Management Coordinator

Summary: As emergency management continues to evolve into a more prominent and specialized role in emergency services, Saginaw and Lake Worth both continually struggle with emergency management responsibilities. The equally shared and funded position of Emergency Management Coordinator will help both communities reduce vulnerability to hazards and play a vital role in both preparation for, and management of, disasters and significant emergencies when they occur. The proposed agreement addresses the role and duties of the Emergency Management Coordinator as well as the costs to be shared by Saginaw and Lake Worth.

Councilmember Bighorse asked that Item 4c be pulled from the Consent Agenda for discussion.

Motion was made by Mayor Pro-Tem Tankersley with a second by Councilmember Tucker to approve Items 4a, 4b, and 4d 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

Item 4c. Action regarding increasing the General Fund Emergency Reserve Balance by $1,650,000 and the Enterprise Fund Emergency Reserve Balance by $50,000 to comply with the Financial Management Policies

Finance Director Quin explained that the purpose of this item is to comply with the recently approved Financial Management Policies. It increases the emergency reserve balance in both the General Fund and the Enterprise Fund to levels specified in the policies.

Motion was made by Mayor Pro-Tem Tankersley with a second by Councilmember Bighorse to approve Item 4c 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

(5) Consideration and Action regarding Amendment to City of Fort Worth Wholesale Wastewater Contract related to The Square

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to approve the Second Amendment to the City of Fort Worth Wholesale Wastewater Contract related to The Square Development. 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

At this point in the meeting Mayor Flippo called on City Attorney Meredith to explain emergency declaration authority and preemption issues. City Attorney Meredith gave a brief presentation.

Note: This item is listed on the agenda under Item 14 – Executive Session. However, the Council chose to move this item up during the meeting and have the explanation/presentation during open session.

(6) Consideration and Action regarding Award of Contract for Bailey Boswell Road Overpass

Director of Public Works Trice stated that ten bids were received with the low bid being from Webber in the amount of $12,610,133.30. Kimley-Horn & Associates, Inc. has reviewed the bid and recommended award of the contract to Webber.

Councilmember Copeland expressed her opposition to the overpass project. Councilmember Farr expressed his concern about the current economic situation and the possibility of a coming recession or potential depression.

Motion was made by Councilmember Copeland to table Item No. 6 Consideration and Action regarding Award of Contract for Bailey Boswell Road Overpass for an uncertain time in the future, and until such time we have data to use to understand what our financial position is.

Councilmember Farr stated that he would second the motion if it was amended to include a time limit of sixty (60) days.

Director of Public Works Trice pointed out that the contract provisions require the contractor to honor their bid for a period of sixty days, and this time period will expire soon. The contractor could agree to extend his bid however he is not obligated to do so.

Councilmember Copeland withdrew her motion.

Motion was made by Councilmember Copeland with a second by Councilmember Farr to table Item No. 6 Consideration and Action regarding Award of Contract for Bailey Boswell Road Overpass until the first regularly scheduled City Council Meeting that will occur after sixty (60) days has passed. Motion failed. 2-5-0-0

For: Councilmembers Farr and Copeland

Against: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Tucker, and Bighorse

Abstain: None

Absent: None

Councilmember Copeland discussed the reasons she feels this project has no merit.

Motion was made by Mayor Pro-Tem Tankersley with a second by Councilmember Beasley to approve the award of the contract for the Bailey Boswell Road Overpass to Webber. Motion carried. 5-2-0-0

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

Against: Councilmembers Farr and Copeland

Abstain: None

Absent: None

(7) Consideration and Action regarding Overpass Agreement with Burlington Northern Santa Fe Railway Company for Bailey Boswell Road Overpass

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to approve the Overpass Agreement with Burlington Northern Santa Fe Railway Company for the Bailey Boswell Road Overpass as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(8) Consideration and Action regarding an Individual Project Order with Kimley-Horn & Associates, Inc. for Bailey Boswell Bridge Construction Phase Services

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve the Individual Project Order with Kimley-Horn & Associates, Inc. for Bailey Boswell Bridge Construction Phase Services 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

Councilmember Farr requested that Kimley-Horn & Associates, Inc. provide written monthly reports of the progress on this project including budget status, and completion date, as well as a quarterly Council Meeting presentation of the same. The Council concurred.

(9) PUBLIC HEARING – Consideration and Action regarding Resolution No. 2020-11, FY2019-2020 Mid-Year Budget Revisions

Mayor Flippo declared the public hearing for this item opened at 7:26 p.m. Finance Director Quin explained the proposed FY2019-2020 Mid-Year Budget Revisions. There was a brief discussion regarding the proposed revisions.

Mayor Flippo called for public input. There was none. Mayor Flippo declared the public hearing closed at 7:32 p.m.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to approve Resolution No. 2020-11, FY2019-2020 Mid-Year Budget Revisions. 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) Update on Building Improvement Grant Program

Director of Community and Economic Development Rinehart gave an update on the Building Improvement Grant Program.

(11) Recess into Workshop

Mayor Flippo declared the meeting recessed into Workshop at 7:49 p.m.

(12) BUDGET WORKSHOP – Tax Rate Presentation

Finance Director Quin gave a presentation regarding the tax rate including new tax rate terminology and changes that resulted from the passage of Senate Bill 2.

(13) Reconvene Back into Regular Session

Mayor Flippo declared the meeting back in regular session at 8:16 p.m.

(14) 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
b. Legal Advice regarding Emergency Declaration Authority and Associated Preemption Issues

(15) Adjournment

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

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of April 7, 2020 adjourned at 8:17 p.m.

ATTEST: APPROVED:

_____ _____

City Secretary Janice England Mayor Todd Flippo

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (4)(b)

Staff Contact: Dolph Johnson
Assistant City Manager

E-mail: djohnson@saginawtx.org

Phone: 817-230-0325

SUBJECT:
Action regarding Resolution No. 2020-12 to deny the DCRF Amendment proposed by Oncor

BACKGROUND/DISCUSSION:
The City is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"). The Oncor Cities Steering Committee ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("PUC" or "Commission") and the courts.
On April 3, 2020, Oncor filed an Application to Amend its Distribution Cost Recovery Factor ("DCRF") with each of the cities retaining original jurisdiction and with the Commission in Docket No. 50734. In the filing, the Company sought to increase distribution rates by $75.9 million annually (an approximately $0.88 increase to the average residential customer's bill).
The resolution authorizes the City to join with OCSC to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:
The purpose of the Resolution is to deny the DCRF amendment proposed by Oncor.

Explanation of "Be It Ordained" Sections:

1. This section authorizes the city to participate with OCSC as a party in the Company's DCRF filing in PUC Docket No. 50734.

2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. It also authorizes OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the Commission.

3. This paragraph finds that the Company's application is unreasonable and should be denied.

4. This section states that the Company's current rates shall not be changed.

5. The Company will reimburse OCSC for its reasonable rate case expenses. Legal counsel and consultants approved by OCSC will submit monthly invoices that will be forwarded to Oncor for reimbursement.

6. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

7. This section provides Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed resolution to counsel.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 2020-12.

ATTACHMENTS:

Description

Resolution 2020-12

CITY OF SAGINAW, TEXAS
RESOLUTION NO. 2020-12

A RESOLUTION OF THE CITY OF SAGINAW, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Saginaw, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the Oncor Cities Steering Committee ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 3, 2020, Oncor filed with the Commission an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 50734, seeking to increase distribution rates by $75.9 million annually (an approximately $0.88 increase to the average residential customer's bill); and

WHEREAS, the City of Saginaw will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members deny Oncor's DCRF.

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

SECTION 1. That the City is authorized to participate with OCSC in Commission Docket No. 50734.

SECTION 2. That, subject to the right to terminate employment at any time, the City of Saginaw hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 4. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to Tab Urbantke, Attorney for Oncor, at Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202, and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

PASSED AND APPROVED this _____ day of _____, 2020.

_____
Todd Flippo
Mayor

ATTEST:

_____
Janice England
City Secretary

APPROVED AS TO FORM:

_____

Bryn Meredith
City Attorney

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (4)(c)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action Regarding an Individual Project Order with Kimley-Horn and Associates, Inc. for Design of Old Decatur Road and WJ Boaz Intersection

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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 the Old Decatur Road and WJ Boaz Intersection. 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	$8,000
Task 1B Geotechnical	$8,000
Task 1D Preliminary Design	$40,000
Task 2 Final Design	$51,000
Total for Basic Services:	**$107,000**

KHA proposes to provide Special Services on a labor fee plus expense basis as follows:

Special Services (Reimbursable)

Task 3A Bidding	$8,000

Task 3B Construction Contract Administration	$15,000
Maximum Labor Fee:	**$23,000**

Total Fee: $130,000

FINANCIAL IMPACT:

The Financial Impact will be $130,000. 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 $130,000 for the Design of the Old Decatur Road and WJ Boaz Intersection.

ATTACHMENTS:

Description

KHA IPO

INDIVIDUAL PROJECT ORDER NUMBER – **Old Decatur Road & WJ Boaz Road Intersection**

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: **Old Decatur Road & WJ Boaz Road Intersection**

Project Understanding:

Kimley-Horn understands that this work will include the preparation of construction documents for roadway, drainage, minor utility adjustments, illumination, pavement markings and signage, traffic control plans, specifications, as well as project management and coordination tasks for approximately 475 linear feet of WJ Boaz Road, beginning from the east side of the Old Decatur Road intersection to the east. Additional improvements are anticipated to the existing raised median, the radius of north-west corner of the intersection and the existing traffic signal.

Scope of Basic Services:

Task 1 – Survey, Geotechnical, and Preliminary Design (Lump Sum)

A. Survey

1. The Consultant will provide a topographic survey (the width of the ROW) for 100 feet in both directions along Old Decatur Road and along WJ Boaz Road from the intersection to 600 feet to the east. Subtasks included in the scope are as follows:
    a. Gather existing plat information.
    b. Collect property owner and record information.
    c. 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.
    d. Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
    e. Establish horizontal control points.
    f. Establish a vertical control benchmark circuit, as needed, throughout the project.
    g. Set horizontal and vertical control points, which shall be based on NAD 83 and NAVD 88.
    h. Perform a survey to identify and locate existing topographic elements within the roadway corridor including:
        - 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)
        - Retaining walls
        - Trees and Landscaping
        - Fence limits and material types (excluding temporary fences)
        - Other applicable physical features that could impact design
    i. Obtain cross-sections throughout the project limits at 50-foot intervals and at grade breaks.

j. 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)

1. Subsurface Exploration
   a. Roadway – Along the roadway alignment, drill and extrude one (1) sample boring to a depth 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
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 Client.

C. Preliminary Design

1. Project Management
   a. Project Coordination & Meetings
      - Develop project contact list.
      - Conduct progress meetings to monitor the development of the project.
      - During this phase of the project, conduct up to:
        – Two (2) meetings with the Client 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 City of Fort Worth and adjacent developments.
      - Coordinate with subconsultants
   b. Develop project production plan
      - Document design criteria chart
      - Develop project schedule and interim milestones (coordinate with Client 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 Client)
   b. Aerial and Contours from North Central Texas Council of Government (NCTCOG)
3. Project site visits (up to two (2) trips) during preliminary design.
4. Roadway
   a. Prepare preliminary roadway horizontal and vertical alignment for WJ Boaz Road.
   b. Prepare typical sections:
      - Existing typical section for WJ Boaz Road.
      - Proposed typical section for WJ Boaz Road.
   c. Prepare preliminary plan and profile (1"=40' scale for 11"x17" sheets). 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 storm sewer and sizes, if necessary
        – 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
   a. 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.

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. Analyze capacities and adjust locations and sub-areas as needed to meet Client design criteria.
   c. Analyze drainage improvements required to accommodate the new roadway and design preliminary layout and sizing of storm sewer system, if necessary.
6. Traffic Signal
   a. Meet with the Client and Bean Electric to document working order of existing equipment.
   b. Prepare traffic signal layout plans for the relocation of two (2) mast-arms, updated detection equipment and updated pedestrian warning system.
7. Utilities
   a. Establish the location of existing public utilities based upon information provided by the Client and City of Fort Worth and field survey information.
   b. Identify public utility conflicts with proposed improvements and necessary relocations.
   c. Identify minor public 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:
      - Narrative of the suggested sequence of construction
      - Construction phasing exhibit
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 (60%) submittal (Scale of 1”=40’ horizontal and 1”= 8’ vertical for 11”x17” plan sheets).
    a. Submit two (2) copies to the Client for review and comment.
    b. Submittal shall include the following:
       - Preliminary roadway paving sheets (plan and profile)
       - Preliminary drainage area map and if necessary, storm sewer design sheets
       - Preliminary traffic signal sheets
       - Preliminary striping and signing sheets
       - Preliminary traffic control plan narrative and phasing exhibit
       - Preliminary OPCC
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 (Lump Sum)

A. Final Design

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
      - Up to three (3) meetings with project stakeholders, business owners 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. Finalize 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. Finalize cross-sections. 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. Traffic Signal
   a. Complete signal design including existing conditions and removal sheets, traffic signal layout and charts, pavement markings and sign layout and all applicable standards.
   b. Finalize traffic signal layout plans.
6. Utilities
   a. Sanitary Sewer Manhole adjustments will be specified in the plans.
   b. Minor water adjustments to existing water valve boxes, meters, fire hydrants, etc. will be specified in the plans.
   c. Compile applicable City standard details. Modify standard details as needed.
7. 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
- Develop typical cross sections showing lane widths, edge conditions, channelization and proposed construction area.
- Prepare temporary signal plans.
- Prepare detour route plans, if necessary.
- 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 Client 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 Client design standards and the TMUTCD.

8. 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)
      - Coordinate and meet with Oncor to coordinate power source location and connection.
9. General Notes and Specs
   a. Prepare general notes and specification data. Identify and prepare special specifications and/or special provisions applicable to the project.
10. OPCC
    a. Compile and update the overall OPCC.
11. Final design submittal (90%)
    a. Submit three (3) copies to the Client 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 Client, 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 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 two (2) coordination meetings with franchise utility companies
        - Send one set of plans for each submittal (90% 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 Client and franchise utility companies if any relocations are required.
    b. Agency Coordination
        - Coordinate with external agencies such as City of Fort Worth and adjacent developers:
            – Coordinate with the City of Forth Worth TPW Street Department for traffic control detouring
            – Coordinate with adjacent Business Owners for construction sequencing, driveway tie-ins and detouring

Task 3 – Bidding and Construction Contract Administration (Reimbursable)

A. Bidding Phase

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 Client's use
   c. Submittal shall include the following:
      - Final plans
      - Final contract documents
      - Final OPCC
   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

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 100 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

Additional Services (as required and authorized)
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 Client. 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 Client 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 Client, required to address changed conditions or change in direction previously approved by the Client, mandated by changing governmental laws, or necessitated by the Client's acceptance of substitutions proposed by the contractor
8. Wastewater design
9. Water line design
10. Additional bid packages

Schedule
The consultant will perform the services within a mutually agreed upon schedule.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of the Consultant, the Client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. The Consultant will exercise reasonable efforts to overcome the challenges presented by current circumstances, but the Consultant will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

Terms of compensation:

Kimley-Horn will perform the services in Tasks 1A – 2A 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 1A Survey	$ 8,000
Task 1B Geotechnical	$ 8,000
Task 1C Preliminary Design	$ 40,000
Task 2A Final Design	$ 51,000
Total Lump Sum Fee	$107,000

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 Kimley-Horn project number.

Kimley-Horn will perform the services in Tasks 3A – 3B on a labor fee plus expense basis with the maximum labor fee shown below.

Task 3A Bidding	$ 8,000
Task 3B Construction Contract Administration	$ 15,000
Maximum Labor Fee	$ 23,000

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

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 and should include the invoice number and Kimley-Horn project number.

Special terms of compensation: The hourly rates listed below are valid through June 30, 2021.

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	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY: Scott R. Arnold
Gabe Reaume	Scott R. Arnold, P.E.
City Manager	Vice President
DATE:_____	DATE: April 27, 2020

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (4)(d)

Staff Contact: Gabe Reaume
City Manager

E-mail: greamue@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Action regarding Resolution No. 2020-13 regarding the City of Saginaw's Participation in Tarrant County's Community Development Block Grant, Home Investment Partnership and Emergency Solutions Grant Consortium for the Three Program Year Period, Fiscal Year 2021 through Fiscal Year 2023

BACKGROUND/DISCUSSION:
In order to continue to receive Community Development Block Grant (CDBG), HOME Investment Partnership and Emergency Solution Grants (ESG) Entitlement funding through 2023, Tarrant County must once again qualify as an Urban County under the CDBG, HOME and ESG programs. Entitlement counties, such as Tarrant County must re-qualify every three years for funding. Tarrant County is eligible to receive entitlement grant funds by having a combined population of 200,000 or more from unincorporated areas and participating municipalities. Resolution 2020-13 will authorize the city's continued participation in the consortium.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Resolution No. 2020-13

RESOLUTION # 2020-13

RESOLUTION REGARDING CITY OF SAGINAW PARTICIPATION IN TARRANT COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT CONSORTIUM FOR THE THREE PROGRAM YEAR PERIOD, FISCAL YEAR 2021 THROUGH FISCAL YEAR 2023.

WHEREAS, Title I of the Housing and Community Act of 1974, as amended through the Housing and Community Act of 1992, establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income, and

WHEREAS, Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, establishes the HOME Investment Partnership Act to expand the supply of decent, safe, sanitary and affordable housing for very low-income and low-income Americans, and

WHEREAS, Tarrant County has been designated an "Urban County" by the Department of Housing and Urban Development entitled to a formula share of Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) program funds provided said County has a combined population of 200,000 persons in its unincorporated areas and units of general local government with which it has entered into cooperative agreements, and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities, and

WHEREAS, the City of Saginaw may not apply for grants under the State CDBG Program from appropriations for fiscal years during the period in which it is participating in Tarrant County's CDBG program, and

WHEREAS, the City of Saginaw shall not participate in a HOME consortium except through Tarrant County; however, does not preclude Tarrant County or the City of Saginaw from applying to the State for HOME Investment Partnership (HOME) funds, if the State allows, and

WHEREAS, City of Saginaw may receive Emergency Solutions Grant (ESG) programming through Tarrant County; however, does not preclude Tarrant County or the City of Saginaw from applying to the State for Emergency Solutions Grant (ESG) funds, if the State allows, and

WHEREAS, through cooperative agreements Tarrant County has authority to carry out activities funded from annual Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Program Allocation from Federal Fiscal Years 2021, 2022, and 2023, from any program income generated from the expenditure of such funds and any successive qualification periods under automatic renewal, and

WHEREAS, this cooperative agreement covers Federal Fiscal Years 2021, 2022, and 2023, it will automatically be renewed for participation in successive three-year qualification periods, unless the County or the City of Saginaw informs HUD with written notice to elect to not participate in a new qualification period, and

WHEREAS, the cooperative agreement will be automatically renewed by the date specified in HUD's urban county qualification notice for the next qualification period, Tarrant County will notify City of Saginaw in writing of its right not to participate, and

WHEREAS, with automatic renewal, Tarrant County and City of Saginaw will be required to adopt and submit to HUD any amendment to the agreement incorporating changes necessary to meet the requirements set forth in an Urban County Qualification Notice, and

WHEREAS, Tarrant County and the City of Saginaw agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, and

WHEREAS, Tarrant County and City of Saginaw will take all actions necessary to assure compliance under section 104(b) of Title I of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, and

WHEREAS, Tarrant County will not fund activities in, or in support of City of Saginaw that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification, and

WHEREAS, Tarrant County and City of Saginaw will comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, of Title II of the Americans with Disabilities Act, Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws, and

WHEREAS, the City of Saginaw has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and

WHEREAS, the City of Saginaw has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from

a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions, and

WHEREAS, in accordance with 24 CFR 570.501(b), Tarrant County is responsible for ensuring that CDBG, HOME and ESG funds are used in accordance with all program requirements, including monitoring and reporting to U.S. Department of Housing and Urban Development, on the use of program income, and

WHEREAS, pursuant to 24 CFR 570.501(b), the City of Saginaw is subject to the same requirements applicable to sub recipients, including the requirement of a written agreement a described in 24 CFR 570.503, and

WHEREAS, Tarrant County and City of Saginaw may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

NOW, THEREFORE, BE IT RESOLVED, by the City of Saginaw, that the City Council of Saginaw, Texas supports the application of Tarrant County for funding from Housing and Community Development Act of 1974, as amended, and Cranston-Gonzalez National Affordable Housing Act, as amended, and asks that its population be included for three successive years with that of Tarrant County, Texas to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and Affordable Housing activities under Public Law 101-625, and authorizes the Mayor of Saginaw, Texas to sign such additional forms as requested by the Department of Housing and Urban Development pursuant to the purposes of the Resolution, and further that the City of Saginaw, Texas understands that Tarrant County will have final responsibility for selecting projects and filing annual grant requests.

BE IT FURTHER RESOLVED, this cooperative agreement will automatically be renewed for participation in successive three-year qualification periods, unless Tarrant County or the City of Saginaw provides written notice it elects not to participate in a new qualification period. Tarrant County will notify the City of Saginaw in writing of its right to make to such election on the date specified by the U.S. Department of Housing and Urban Development in HUD's urban county qualification notice for the next qualification period. Any amendments or changes contained within the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period must be adopted by Tarrant County and the City of Saginaw, and submitted to HUD. Failure by either party to adopt such an amendment to the agreement will void the automatic renewal of this agreement.

This agreement remains in effect until CDBG, HOME, ESG funds and income received to the fiscal 2021, 2022, 2023 programs, and to any successive qualification periods provided

through the automatic renewal of this agreement, are expended and the funded activities completed, neither Tarrant County nor the City of Saginaw may terminate or withdraw from the agreement while the agreement remains in effect.

Official notice of amendments or changes applicable for a subsequent three-year urban county agreement shall be in writing and be mailed by certified mail to the City Secretary of the City of Saginaw. Any notice of changes or amendments to this agreement by the City of Saginaw to Tarrant County shall be in writing to the Tarrant County Community Development Division Director.

ATTEST:

APPROVED:

_____ _____

CITY SECRETARY

MAYOR

PASSED AND APPROVED THIS _____ day of _____, 2020

_____ _____

Commissioners Court Clerk

County Judge

PASSED AND APPROVED THIS _____ day of _____, 2020

Approval Form for District Attorney

Approved as to Form*

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (4)(e)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action regarding Public Highway Overpass Agreement with Union Pacific Railroad Company (UPRR) for the Bailey Boswell Road Overpass

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BACKGROUND/DISCUSSION:
The proposed Overpass Agreement with UPRR provides for the obligations of UPRR and the City associated with the construction of the Bailey Boswell Road overpass over UPRR right-of-way. The agreement includes the construction and design guidelines and requirements for the overpass. The agreement calls for special contract provisions that will be incorporated into the City's construction contract including insurance and agreements that must be entered into between UPRR and the contractor.

UPRR grants the City of Saginaw the right to construct, maintain and repair the structure (overpass) over and across the BNSF for a sum of $1,000.

The agreement also requires a sum of $50,000 for UPRR engineering and related services, construction management, construction observation and plan review for the work. The sum is an estimate and can be recalculated based on fluctuations in quantity or cost of material and/or labor.

Flagman is not included in the costs included for the agreement.

FINANCIAL IMPACT:
The financial impact is estimated to be $51,000. Funds are available from the 2015 and 2017 G.O. Bonds.

RECOMMENDATION:
Staff recommends approval of the Public Highway Overpass Agreement with the Union Pacific Railroad Company for the Bailey Boswell Road Overpass.

ATTACHMENTS:

Description

Proposed UPRR Agreement

UP Real Estate Folder No.: 1653-65
Agreement Number _____

PUBLIC HIGHWAY OVERPASS AGREEMENT

EAST BAILEY BOSWELL ROAD
DOT 975309T
MILE POST 602.64, DUNCAN SUBDIVISION
SAGINAW, TARRANT COUNTY TEXAS

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 20___ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF SAGINAW**, a municipal corporation or political subdivision of the State of Texas 205 Brenda Lane, Saginaw, TX 76179 to be addressed at _____ ("Political Body"),

RECITALS:

By instrument dated March 27, 2017, the Railroad and the Political Body entered into an agreement (the "Original Agreement") covering the construction, use, maintenance and repair of an at-grade structure that carries vehicular traffic traversing on B Boswell Road over Railroad's track(s) at Railroad's Milepost 602.65 at DOT Number 598309D, on Railroad's Duncan Subdivision at or near Saginaw, Tarrant County, Texas

The Political Body now desires to undertake as its project (the "Project") the addition of a grade separated crossing to the structure that was constructed under the Original Agreement. The constructed structure is hereinafter the "Structure". The Political Body's type, size and location prints of the Structure are marked **Exhibit A-1,** attached hereto and hereby made a part hereof.

The right of way right granted by Railroad to the Political Body under the terms of the Original or a separate document is sufficient to allow for the grade separated crossing construction of the Structure and such right of way is hereinafter referred to as the "Crossing Area" as shown on the attached **Exhibit A**, attached hereto and hereby made a part hereof.

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBITS B AND D

The general terms and conditions marked **Exhibit B,** and the Railroad's Coordination Requirements marked **Exhibit D,** are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **ONE THOUSAND DOLLARS ($1,000.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Structure over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Folder No. 3194-49

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated April 6, 2020, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the

Railroad's work associated with the Project is Fifty Thousand Dollars ($50,000.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project, and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his

authorized representative, are hereinafter referred to as the “Plans”. The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. Upon completion of the Structure, the Political Body, at its expense, shall furnish to the Railroad two (2) sets of reproducible “as constructed” Plans of the Structure.

E. The Railroad's review and approval of the Plans in no way relieves the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. RAILROAD'S COORDINATION REQUIREMENTS

The Political Body, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Political Body for this Project.

Section 11. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 12. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

(i) The Railroad and the Political Body have executed this Agreement.

(ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 13. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 14. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 9 of **Exhibit B** of this Agreement.

Section 16. SUPPLEMENT TO THE EXISITNG AGREEMENT

The Original Agreement dated March 27, 2017 shall be supplemented by this Agreement. In the event of any conflict between the Original Agreement and this Agreement, the terms and provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

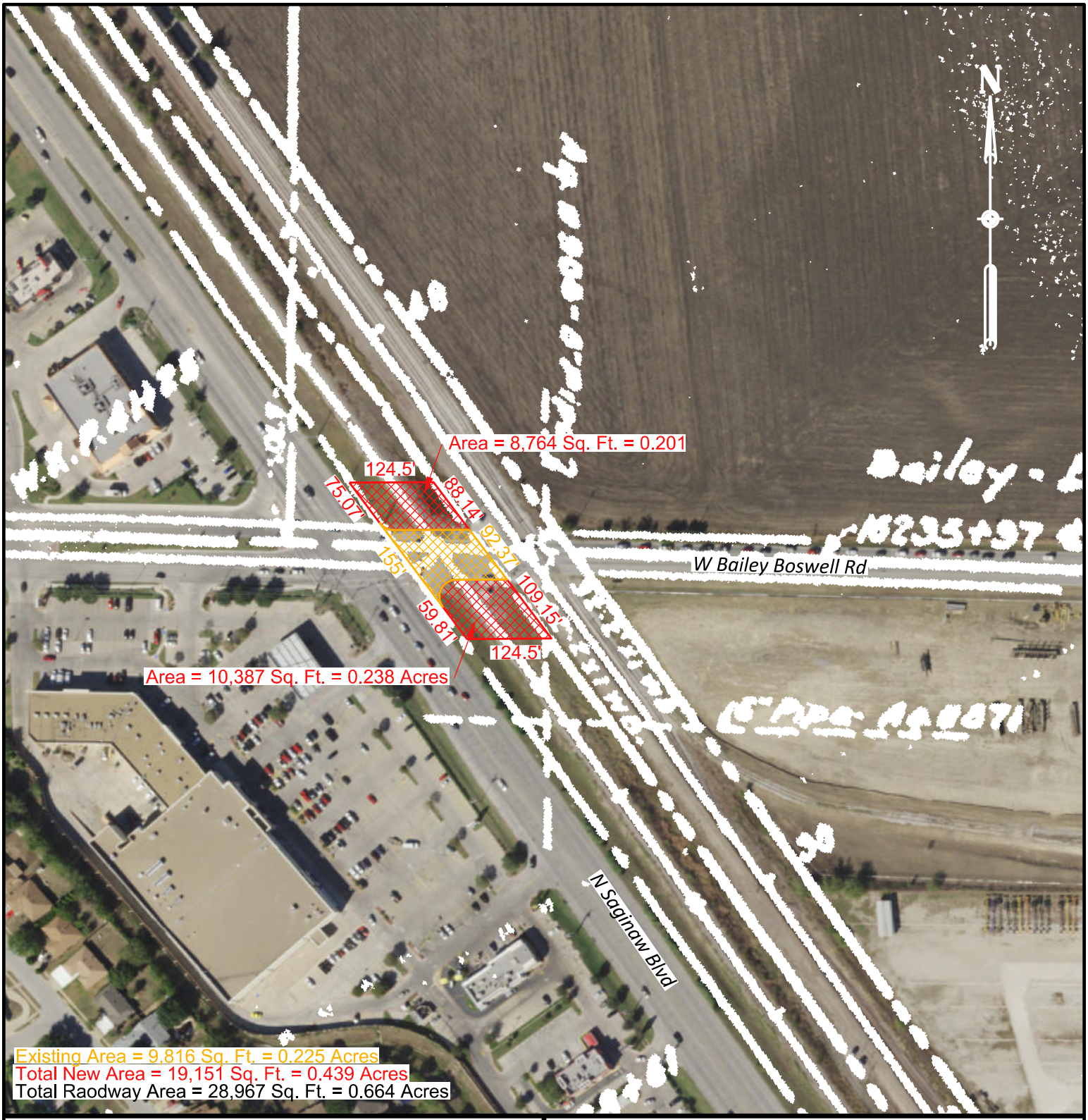
By _____
Printed Name: _____
Title: _____

CITY OF SAGINAW

By_____
Printed Name: _____
Title: _____

EXHIBIT A
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

Exhibit A will be a print showing the Crossing Area (see Recitals)



LEGEND:

ROAD CROSSING AREA .....

EXISTING ROADWAY AREA .....

UPRRCO. R/W OUTLINED .....

CADD FILENAME	0165365.dgn
SCAN FILENAME	0165365_CRIPNFW3.tif

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

SAGINAW, TARRANT COUNTY, TX

M.P. 602.65 - DUNCAN SUB

TO ACCOMPANY AGREEMENT WITH
THE CITY OF SAGINAW
CRIG TX V-0 / 21
SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9/14/2016

AJM FILE: 1653-65

EXHIBIT A-1
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

Exhibit A-1 will be the type, size and location showing the Crossing Area (see Recital)

CITY OF SAGINAW, TEXAS
PLANS FOR ROADWAY IMPROVEMENTS
BAILEY BOSWELL ROAD OVERPASS
JANUARY 2020

MAYOR
Todd Flippo

MAYOR PRO TEM
VALERIE TANKERSLEY

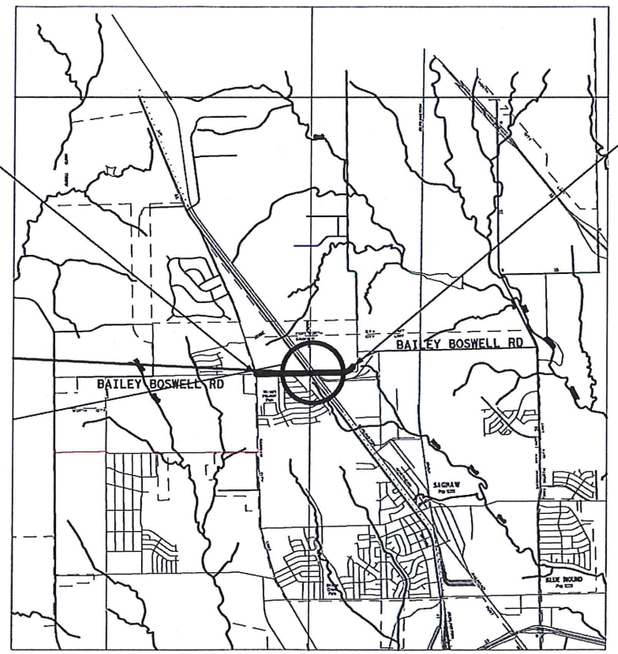
CITY COUNCIL
CHARLES BEASLEY
PATRICK FARR
VALERIE TANKERSLEY
CHARLES TUCKER
CINDY BIGHORSE
MARY COPELAND

CITY MANAGER
GABE REAUME

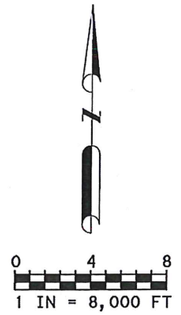
ASSISSTANT CITY MANAGER
DOLPH JOHNSON

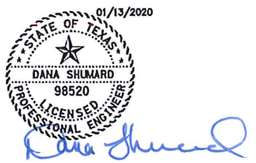
BEGIN PROJECT
US 287 (BAILEY BOSWELL RD)
℄ BAILEY BOSWELL RD STA 16+93

END PROJECT
US 287 (BAILEY BOSWELL RD)
℄ BAILEY BOSWELL RD STA 55+00



PROJECT LOCATION MAP



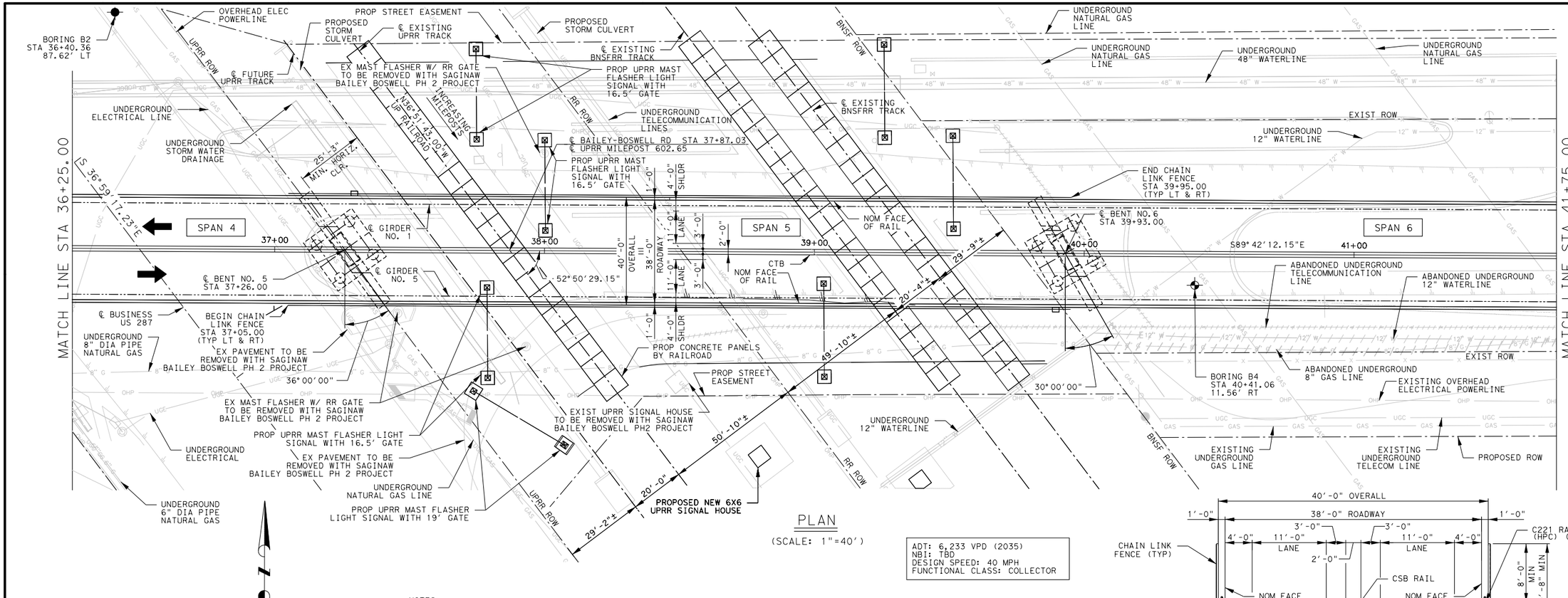


PREPARED FOR:
CITY OF SAGINAW
333 West McLeroy Blvd.
Saginaw, TX 78179
phone (817) 232-4640

PREPARED BY:
Kimley»Horn
801 Cherry Street, Suite 1300, Unit 11
Fort Worth, TX 76102
Registration Number F-928
CONTACT: Dana Shumard, P.E.

RICK TRICE, P.E. — 1/13/20
DIRECTOR OF PUBLIC WORKS — APPROVED — DATE

RANDY NEWSOM — 1/13/2020
ASSISTANT DIRECTOR OF PUBLIC WORKS — APPROVED — DATE

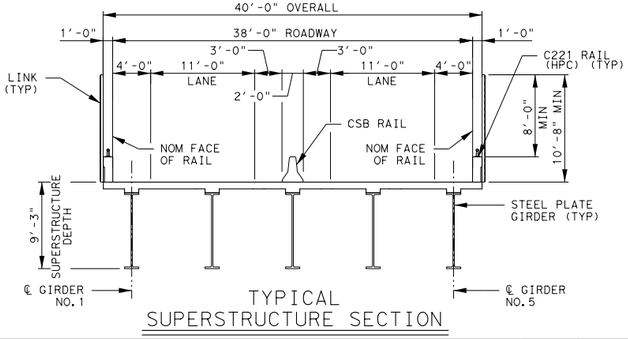


PLAN

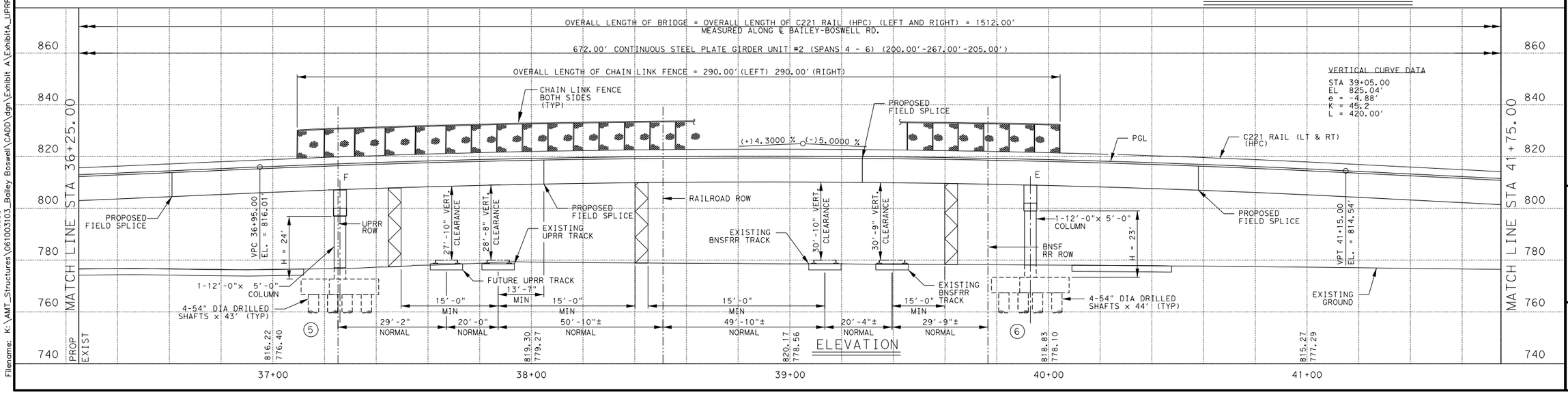
(SCALE: 1"=40')

ADT: 6,233 VPD (2035)
NBI: TBD
DESIGN SPEED: 40 MPH
FUNCTIONAL CLASS: COLLECTOR

NOTES:
1. NO DRAINAGE FROM STRUCTURE WILL BE DISCHARGED ONTO UPRR ROW.
2. BENT 5 DRILLED SHAFTS SHALL BE CONSTRUCTED WITH AN 8'-0" PERMANENT CASING TO ELEVATION 758.412 IN ACCORDANCE WITH TXDOT ITEM 416.3.3 TO PROTECT THE TRACK AGAINST CAVE-IN, SUBSIDENCE AND/OR DISPLACEMENT OF THE SURROUNDING GROUND, IN ACCORDANCE WITH UPRR GUIDELINES FOR TEMPORARY SHORING. THE CASING SHALL BE DESIGNED FOR LIVE LOADS DUE TO THE RAILROAD SURCHARGE IN ADDITION TO ALL OTHER APPLICABLE LOADS.



TYPICAL SUPERSTRUCTURE SECTION



ELEVATION

Plotted, By: 2015-06-15 08:05:22, Kelley,Glynn
Last Saved: 2020-01-08 15:39:14 ####
Filename: K:\AMT_Structures\061003103_Bailey Boswell\CADD\dgn\Exhibit A\ExhibitA_UPRR_BNSF.DGN

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-5070 Registration Number F-928

No.	Revision	By	Date

1/15/20
STATE OF TEXAS
KATHERINE H. ALLEN
123790
LICENSED
PROFESSIONAL ENGINEER

CITY OF SAGINAW
BAILEY-BOSWELL ROAD

UNION PACIFIC RAILROAD
EXHIBIT A
FOR CONSTRUCTION
OF NEW OVERPASS
MP: 602.65, DUNCAN SUBDIVISION
15 TRAINS PER DAY @ 60 MPH

DATE: JANUARY 2020
DESIGN: JSS
DRAWN: ZEG
CHECKED: MLR
KHA NO.: 061003103

SHEET NUMBER
240

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

I. WORK AT CROSSING LOCATIONS (AT GRADE, HIGHWAY OVERPASS, HIGHWAY UNDERPASS, PEDESTRIAN, OR CLOSED/ABANDONED)

DOT #: 53433
Crossing Type: HIGHWAY OVERPASS
RR Company Owning Track at Crossing: UPRR
Operating RR Company at Track: UPRR
RR MP: 602.65
RR Subdivision: DUNCAN
City: SAGINAW
County: TARRANT
CSJ at this Crossing: 0013-10-082
Highway/Roadway name crossing the railroad: BUSINESS US 287
of regularly scheduled trains per day at this crossing: 15
of switching movements per day at this crossing: N/A
% of estimated contract cost of work within railroad ROW: 5%

Scope of Work at this Crossing to Be Performed by State Contractor:
BRIDGE, ROADWAY CURB AND MEDIAN WORK.

Scope of Work at this Crossing to Be Performed by Railroad Company:
FLAGGING.

** Choose: Highway Overpass, Highway Underpass, At Grade, Pedestrian, or Closed/Abandoned

II. OTHER PROJECT WORK WITHIN RAILROAD RIGHTS-OF-WAY (ROW)

N/A

III. FLAGGING

of Days of Railroad Flagging Expected: 45

On this project, night or weekend flagging is:

- [x] Expected
- [ ] Not Expected

Flagging services will be provided by:

- [ ] Railroad Company: TxDOT will pay flagging invoices
- [x] Outside Party: Contractor will pay flagging invoices, to be reimbursed by City

Contractor must incorporate flaggers into anticipated construction schedule. The railroad requires a 30 day notice if their flaggers are to be utilized. If contractor falls behind schedule due to their own negligence and is not ready for scheduled flaggers, any flagging charges will be paid by Contractor.

Contact information for Flagging:

IV. CONSTRUCTION WORK TO BE PERFORMED BY THE RAILROAD

On this project, construction work to be performed by a railroad company is:

- [ ] Required
- [x] Not Required

Coordinate with TxDOT for any work to be performed by the railroad company. TxDOT must issue a work order for any work done by the railroad company prior to the work being performed.

V. RAILROAD INSURANCE REQUIREMENTS

Contractor shall provide the proper insurance as shown in the table below.

Insurance policies must be issued for and on behalf of the Railroad. Where more than one Railroad Company is operating on the same right of way or where several railroad companies are involved and operate on their own separate rights of way, provide separate insurance policies in the name of each Railroad Company.

No direct compensation will be made to the contractor for providing the insurance coverages shown below or any deductibles. These costs are incidental to the various bid items.

Type of Insurance	Amount of Coverage (Minimum)
Workers Compensation	$500,000 / $500,000 / $500,000
Commercial General Liability	$2,000,000 / $4,000,000
Business Automobile	$2,000,000 combined single limit
Railroad Protective Liability	$5,000,000 / $10,000,000

VI. CONTRACTOR'S RIGHT-OF-ENTRY (ROE) AGREEMENT

On this project, an ROE agreement is:

- [ ] Not Required
- [ ] Required: TxDOT to assist in obtaining (see Item 5, Article 8.3)

With the following railroad companies:

- [x] Required: Contractor to obtain (see Item 5, Article 8.4)

With the following railroad companies: UPRR

To view previously approved ROE agreement templates agreed upon between the State and railroad company, see:

http://www.txdot.gov/inside-txdot/division/traffic/samples.html

Approved ROE agreement templates are not to be modified by the Contractor.

Contractor shall not operate within railroad rights of way without an executed Construction & Maintenance agreement between the state and the railroad and an executed ROE agreement between the contractor and the railroad if required on project.

VII. RAILROAD COORDINATION MEETING

On this project, a Railroad Coordination Meeting is:

- [ ] Not Required
- [x] Required

See Item 5, Article 8.1 for more details.

VIII. SUBCONTRACTORS

Contractor shall not subcontract work without written consent of TxDOT. Subcontractors are required to maintain the same insurance coverage as required of the Contractor.

IX. EMERGENCY NOTIFICATION

In Case of Railroad Emergency
Call UPRR Railroad Emergency Line
at 1-888-877-7267
Location: DOT # 53433
RR Milepost 602.65 DUNCAN Subdivision

Texas Department of Transportation | Traffic Operations Division

RAILROAD SCOPE OF WORK

PROJECT SPECIFIC DETAILS
UPRR

FILE: RR Scope of Work.dgn	DN: TxDOT	CK:	DW:	CK:
©TxDOT June 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS	0013	10	082	US 287
10/2015	DIST	COUNTY		SHEET NO.
	FTW	TARRANT		246

DATE:
FILE:

EXHIBIT B
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

SECTION 1 - CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Political Body's specifications and will not interfere with the Political Body's use of the Crossing Area.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Political Body and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

A. The Political Body, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.

B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad’s property.

B. **Entry on to Railroad's Property by Political Body**. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad’s property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body’s employees, or damage to any property

or equipment (collectively the “Loss”) that arises from the presence or activities of Political Body’s employees on Railroad’s property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the

flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to

suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and

shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a

period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 10 -.**REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - **MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD COMPANY FOR THE STATE OF SAGINAW

DESCRIPTION OF WORK: Bailey Boswell 975309T. Construct highway overpass. Union Pacific Railroad to supply engineering and other related services, including construction management, construction observation and plan review for work to be performed in Railroad right of way. Project location: Saginaw TX, Bailey Boswell, MP 602.64 Choctaw Subdivision, DOT 975309T.

LOCATION: SAGINAW **STATE: TX** **DATE: April 6, 2020**

DESCRIPTION	**LABOR**	**DIRECT COSTS**	**TOTAL**
JOB 001 - ENGINEERING			
ENGINEERING LABOR	$15,000	$5,000	**$20,000**
ENGINEERING CONSULTANT	$25,000	$5,000	**$30,000**
TOTAL PROJECT:	**$40,000**	**$10,000**	**$50,000**

EXISTING REUSABLE MATERIAL: NONE

EXISTING NONREUSABLE MATERIAL: NONE

TOTAL ESTIMATED COST OF PROJECT LESS CREDITS: $50,000

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

EXHIBIT D
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.
Agency: City of Saginaw
AREMA: American Railway Engineering and Maintenance-of-way Association
Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.
MUTCD: Manual on Uniform Traffic Control Devices
Project: East Bailey Boswell Road
Railroad: Union Pacific Railroad Company
Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)
Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)
Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Steven Thomas
(469) 724-6436

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

Adjamoussi Adje
402-590-7830

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been

reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at http://www.uprr.com/reus/pipeline/install.shtml.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C

B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.

C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.

2. Absolute Work Window: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as Exhibit E, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.

B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.

C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.

D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:

1. Description of work to be done.
2. The days and hours that work will be performed.
3. The exact location of the work and proximity to the tracks.
4. The type of window and amout of time requested.
5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line.** All work shall be performed in accordance with previously approved work plans.

E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21.6) foot temporary vertical construction clearance defined in section 4.4.1.1 and twelve (15) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.10 of the BNSF and UPRR

Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.

C. As Built Submittals shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.

B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.

C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:

1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.

2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.

3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.

4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be

endangered.

B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS;CALL BEFORE YOU DIG NUMBER

A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".

B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.

C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is $_____ per day for a(n) ____-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

Exhibit E will be Current Form of Contractor's Right of Entry Agreement

 Folder _____

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ _____ (the "work") with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____ located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

_____
_____
_____
_____

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
1400 Douglas Street, Stop 1690
Omaha, NE 68179
Attn: Manager
Folder No. _____

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars ($1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor’s modifications, negligence, or any other reason arising from the Contractor’s presence on the Railroad’s property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By:_____
Title:_____

_____
(Name of Contractor)

By:_____
Title:_____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work.

Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is,

Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS,

AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (4)(f)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Action regarding Ordinance No. 2020-11, amending Saginaw City Code Section 6-37, "Keeping of Animals and Fowl"; Amending Standards for Keeping Backyard Chickens

BACKGROUND/DISCUSSION:
The current City Ordinance, approved in 2018, sets forth the regulations and standards for keeping backyard chickens. The proposed ordinance increases the number of backyard chickens allowed from three to six.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Ordinance No. 2020-11

CITY OF SAGINAW
ORDINANCE NO. 2020-11

AN ORDINANCE AMENDING SECTION 6-37, "KEEPING OF ANIMALS AND FOWL;" AMENDING STANDARDS FOR KEEPING BACKYARD CHICKENS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; 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 Council has previously adopted regulations governing the keeping of animals and fowl within the City; and

WHEREAS, the City Council now desires to amend regulations permitting the keeping of backyard chickens on certain property within the City limits by amending Chapter 6, Article II, Division 1, Section 6-37(b) of the Code of Ordinances of the City of Saginaw; and

WHEREAS, the City Council hereby finds and determines that the amendment set forth herein is in the best interest of the public and is adopted in furtherance of the public health, safety, and general welfare.

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

SECTION 1.

That Section 6-37(b) "Keeping of animals and fowl" of the Saginaw Code of Ordinances is hereby amended to read as follows:

Sec. 6-37. – Keeping of animals and fowl.

***

"(b) Backyard Chickens Allowed – After issuance of a permit by the City, a person may keep a maximum of six (6) female chickens of the species Gallus gallus domesticus on residential property; property owned or leased by the city; a public or private school; or a college, junior college, or university in accordance with the following requirements:

***"

SECTION 2.

This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Saginaw, and this ordinance shall not operate to repeal or affect the Saginaw City Code or any other ordinances.

SECTION 3.

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 unconstitutional, such unconstitutionality or invalidity 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 in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph, or section.

SECTION 4.

Any person, firm, association of persons, corporation, or other organization violating any provision of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed $500.00, as provided by Sec. 1-13 of the Saginaw City Code. Each day that a violation continues shall be deemed a separate offense.

SECTION 5.

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

SECTION 6.

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

City of Saginaw

Meeting Date: 5/19/2020

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

Agenda Items: (4)(g)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding Award of Contract for East McLeroy Boulevard Curb and Gutter Improvements

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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.

On March 3, 2020, City Council authorized Amendment No. 2 adding proposed top of curb grades to the plans.

On May 13, 2020 the following Bids were received for the project:

Bidder	Total Bid Amount
Nu-Way Construction, LLC	$ 308,675.00
Festac Building Constructors, Inc.	$ 323,026.00
AMX Construction	$ 331,362.00
Makou, Inc.	$ 349,990.00
Tex-Pro Construction, LLC	$ 353,945.00
AT Construction, LLC	$ 377,700.00
New World Contracting, LLC	$ 378,752.00
Rock Solid	$ 389,520.00
Summit Paving, LLC	$ 395,875.00
2L Construction, LLC	$ 398,430.00

Ware Fencing, LLC	$ 433,875.00
CC Zamora Construction, Inc.	$ 436,735.80
Reliable Paving, Inc.	$ 457,800.00
Cam-Crete Contracting, Inc.	$ 458,600.00
Pavecon Public Works	$ 489,113.00
Stabile & Winn, Inc.	$ 514,495.00
McMahon Contracting, LP	$ 536,362.00
GRod	$ 568,580.00

The total Contract Time is 60 Calendar Days.

Kimley-Horn and Associates, Inc. has reviewed the bids and references and has recommended the award of contract to Nu-Way Construction, LLC.

FINANCIAL IMPACT:
The Financial Impact is $308,675.00. Funds are available in the Street Maintenance Fund.

RECOMMENDATION:
It is recommended that the City Council approve a contract in the amount of $308,675.00 with Nu-Way Construction, LLC for the East McLeroy Boulevard Curb and Gutter Improvements.

ATTACHMENTS:

Description

Bid Tabs

KHA Award Recommendation Letter

BID TABULATION
KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: Trenton D. Tidwell, P.E 5/14/2020

Owner:	City of Saginaw			BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Job No.:	061003135			Nu-Way Construction, LLC 1602 Eagle Ridge Dr Corinth, TX 76210		Festac Building Constructors, Inc. 2828 Forest Lane Ste #1011 Dallas, TX 75234		AMX Construction 2351 W Northwest Hwy Ste 2118 Dallas, TX 75220		Makou Inc. 7100 South Cooper St. Suite #15 Arlington, TX 76001		Tex-Pro Construction, LLC 2666 Quinn St. Fort Worth, TX 76105	
Project:	East McLeroy Blvd Curb & Gutter Replacement												
Date:	May 14, 2020												
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid													
1	Mobilization	1	LS	$20,000.00	$20,000.00	$18,200.00	$18,200.00	$45,000.00	$45,000.00	$13,500.00	$13,500.00	$2,000.00	$2,000.00
2	General Site Preparation	1	LS	$25,000.00	$25,000.00	$30,000.00	$30,000.00	$23,000.00	$23,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
3	Temp Erosion, Sedimentation, and Water Pollution Prevention and Control	1	LS	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$10,200.00	$10,200.00	$2,500.00	$2,500.00	$2,000.00	$2,000.00
4	Traffic Control	1	LS	$5,000.00	$5,000.00	$25,000.00	$25,000.00	$2,000.00	$2,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
5	Remove Concrete Drive	120	SY	$25.00	$3,000.00	$31.50	$3,780.00	$18.00	$2,160.00	$27.00	$3,240.00	$10.00	$1,200.00
6	Remove Gravel Drive	40	SY	$25.00	$1,000.00	$29.70	$1,188.00	$18.00	$720.00	$15.00	$600.00	$9.00	$360.00
7	Remove Concrete Curb and Gutter	6,700	LF	$5.00	$33,500.00	$3.80	$25,460.00	$3.00	$20,100.00	$2.50	$16,750.00	$2.00	$13,400.00
8	Topsoil	2,500	SY	$6.00	$15,000.00	$25.00	$62,500.00	$7.00	$17,500.00	$5.00	$12,500.00	$6.00	$15,000.00
9	Bermuda Hyrdroseed	2,500	SY	$0.75	$1,875.00	$20.00	$50,000.00	$8.00	$20,000.00	$5.00	$12,500.00	$1.65	$4,125.00
10	6" Concrete Driveway	120	SY	$25.00	$3,000.00	$65.80	$7,896.00	$80.00	$9,600.00	$80.00	$9,600.00	$90.00	$10,800.00
11	8" Gravel Driveway	40	SY	$25.00	$1,000.00	$71.20	$2,848.00	$80.00	$3,200.00	$70.00	$2,800.00	$9.00	$360.00
12	6" Concrete Curb and Gutter	6,600	LF	$19.00	$125,400.00	$6.80	$44,880.00	$21.27	$140,382.00	$35.00	$231,000.00	$39.00	$257,400.00
13	24" Concrete Gutter	100	LF	$19.00	$1,900.00	$9.30	$930.00	$15.00	$1,500.00	$30.00	$3,000.00	$25.00	$2,500.00
14	Asphalt Pvmt Removal & Repair (3" TY D on 6" Flexbase) - Miscellaneous Repair	200	SY	$200.00	$40,000.00	$61.30	$12,260.00	$40.00	$8,000.00	$40.00	$8,000.00	$54.00	$10,800.00
15	Miscellaneous Utility Adjustment Allowance	1	LS	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00
16	Project Allowance	1	LS	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
	Total Base Bid				**$308,675.00**		**$322,942.00**		**$331,362.00**		**$349,990.00**		**$353,945.00**

BID TABULATION
KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: Trenton D. Tidwell, P.E 5/14/2020

Owner:	City of Saginaw			BIDDER 6		BIDDER 7		BIDDER 8		BIDDER 9		BIDDER 10	
Job No.:	061003135			A T Construction, LLC		New World Contracting, LLC		RockSolid		Summit Paving, LLC		2L Construction, LLC	
Project:	East McLeroy Blvd Curb & Gutter Replacement			8219 Mossberk Dr		11127 Shady Trail, Suite #104		664 Manor Dr		7548 Preston Rd. Ste. 141-110		PO Box 397	
Date:	May 14, 2020			Arlington, TX 76002		Dallas, TX 75229		Argyle, TX 76226		Frisco, TX 75034		Rhome, TX 76078	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid													
1	Mobilization	1	LS	$32,000.00	$32,000.00	$18,000.00	$18,000.00	$13,500.00	$13,500.00	$20,000.00	$20,000.00	$25,000.00	$25,000.00
2	General Site Preparation	1	LS	$24,000.00	$24,000.00	$5,086.00	$5,086.00	$5,800.00	$5,800.00	$20,000.00	$20,000.00	$35,000.00	$35,000.00
3	Temp Erosion, Sedimentation, and Water Pollution Prevention and Control	1	LS	$10,000.00	$10,000.00	$1,907.00	$1,907.00	$3,000.00	$3,000.00	$6,900.00	$6,900.00	$3,500.00	$3,500.00
4	Traffic Control	1	LS	$20,000.00	$20,000.00	$3,179.00	$3,179.00	$4,300.00	$4,300.00	$7,500.00	$7,500.00	$7,000.00	$7,000.00
5	Remove Concrete Drive	120	SY	$20.00	$2,400.00	$9.00	$1,080.00	$30.00	$3,600.00	$35.00	$4,200.00	$20.00	$2,400.00
6	Remove Gravel Drive	40	SY	$15.00	$600.00	$6.00	$240.00	$45.00	$1,800.00	$25.00	$1,000.00	$28.00	$1,120.00
7	Remove Concrete Curb and Gutter	6,700	LF	$8.00	$53,600.00	$4.00	$26,800.00	$12.00	$80,400.00	$6.00	$40,200.00	$6.50	$43,550.00
8	Topsoil	2,500	SY	$10.00	$25,000.00	$8.00	$20,000.00	$5.00	$12,500.00	$6.00	$15,000.00	$7.50	$18,750.00
9	Bermuda Hyrdroseed	2,500	SY	$6.00	$15,000.00	$6.00	$15,000.00	$6.00	$15,000.00	$13.21	$33,025.00	$3.50	$8,750.00
10	6" Concrete Driveway	120	SY	$85.00	$10,200.00	$70.00	$8,400.00	$103.00	$12,360.00	$71.25	$8,550.00	$58.00	$6,960.00
11	8" Gravel Driveway	40	SY	$35.00	$1,400.00	$64.00	$2,560.00	$78.00	$3,120.00	$25.00	$1,000.00	$20.00	$800.00
12	6" Concrete Curb and Gutter	6,600	LF	$20.50	$135,300.00	$34.00	$224,400.00	$28.40	$187,440.00	$25.00	$165,000.00	$31.00	$204,600.00
13	24" Concrete Gutter	100	LF	$22.00	$2,200.00	$25.00	$2,500.00	$41.00	$4,100.00	$55.00	$5,500.00	$30.00	$3,000.00
14	Asphalt Pvmt Removal & Repair (3" TY D on 6" Flexbase) - Miscellaneous Repair	200	SY	$90.00	$18,000.00	$108.00	$21,600.00	$73.00	$14,600.00	$200.00	$40,000.00	$50.00	$10,000.00
15	Miscellaneous Utility Adjustment Allowance	1	LS	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00
16	Project Allowance	1	LS	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
	Total Base Bid				**$377,700.00**		**$378,752.00**		**$389,520.00**		**$395,875.00**		**$398,430.00**

BID TABULATION
KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: Trenton D. Tidwell, P.E 5/14/2020

Owner:	City of Saginaw			BIDDER 11		BIDDER 12		BIDDER 13		BIDDER 14		BIDDER 15	
Job No.:	061003135			Ware Fencing, LLC PO Box 1171 Crowley, TX 76036		C.C. Zamora Construction Inc PO Box 10396 River Oaks, TX 76114		Reliable Paving, Inc. 1903 Payco Dr. N. Arlington, TX 76001		Cam-Crete Contracting, Inc. PO Box 3312 Cedar Hill, TX 75106		Pavecon Public Works PO Box 535457 Grand Prairie, TX 75053	
Project:	East McLeroy Blvd Curb & Gutter Replacement												
Date:	May 14, 2020												
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid													
1	Mobilization	1	LS	$36,000.00	$36,000.00	$23,840.00	$23,840.00	$17,280.00	$17,280.00	$30,000.00	$30,000.00	$23,019.00	$23,019.00
2	General Site Preparation	1	LS	$15,000.00	$15,000.00	$12,356.00	$12,356.00	$19,412.00	$19,412.00	$8,000.00	$8,000.00	$8,844.00	$8,844.00
3	Temp Erosion, Sedimentation, and Water Pollution Prevention and Control	1	LS	$3,000.00	$3,000.00	$3,500.00	$3,500.00	$3,204.00	$3,204.00	$5,000.00	$5,000.00	$2,255.00	$2,255.00
4	Traffic Control	1	LS	$12,000.00	$12,000.00	$13,720.00	$13,720.00	$6,414.00	$6,414.00	$7,000.00	$7,000.00	$6,605.00	$6,605.00
5	Remove Concrete Drive	120	SY	$47.25	$5,670.00	$17.44	$2,092.80	$22.00	$2,640.00	$18.00	$2,160.00	$11.15	$1,338.00
6	Remove Gravel Drive	40	SY	$14.00	$560.00	$18.00	$720.00	$20.00	$800.00	$15.00	$600.00	$18.70	$748.00
7	Remove Concrete Curb and Gutter	6,700	LF	$7.49	$50,183.00	$5.80	$38,860.00	$13.00	$87,100.00	$12.00	$80,400.00	$8.00	$53,600.00
8	Topsoil	2,500	SY	$7.00	$17,500.00	$6.74	$16,850.00	$8.00	$20,000.00	$6.00	$15,000.00	$7.44	$18,600.00
9	Bermuda Hyrdroseed	2,500	SY	$4.90	$12,250.00	$3.55	$8,875.00	$1.70	$4,250.00	$2.00	$5,000.00	$3.89	$9,725.00
10	6" Concrete Driveway	120	SY	$88.20	$10,584.00	$103.00	$12,360.00	$80.00	$9,600.00	$62.00	$7,440.00	$134.61	$16,153.20
11	8" Gravel Driveway	40	SY	$35.00	$1,400.00	$115.00	$4,600.00	$30.00	$1,200.00	$50.00	$2,000.00	$45.72	$1,828.80
12	6" Concrete Curb and Gutter	6,600	LF	$34.08	$224,928.00	$38.57	$254,562.00	$36.00	$237,600.00	$38.00	$250,800.00	$46.52	$307,032.00
13	24" Concrete Gutter	100	LF	$28.00	$2,800.00	$28.00	$2,800.00	$35.00	$3,500.00	$36.00	$3,600.00	$35.69	$3,569.00
14	Asphalt Pvmt Removal & Repair (3" TY D on 6" Flexbase) - Miscellaneous Repair	200	SY	$70.00	$14,000.00	$68.00	$13,600.00	$84.00	$16,800.00	$68.00	$13,600.00	$38.98	$7,796.00
15	Miscellaneous Utility Adjustment Allowance	1	LS	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00
16	Project Allowance	1	LS	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
	Total Base Bid				**$433,875.00**		**$436,735.80**		**$457,800.00**		**$458,600.00**		**$489,113.00**

BID TABULATION
KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: Trenton D. Tidwell, P.E 5/14/2020

Owner:	City of Saginaw			BIDDER 16		BIDDER 17		BIDDER 18	
Job No.:	061003135			Stabile & Winn, Inc.		McMahon Contracting L.P.		GRod Construction, LLC	
Project:	East McLeroy Blvd Curb & Gutter Replacement			PO Box 79380		3019 Roy Orr Blvd.		889 E. Rock Island Ave	
Date:	May 14, 2020			Saginaw, TX 76179		Grand Prairie, TX 75050		Boyd, TX 76023	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid									
1	Mobilization	1	LS	$5,500.00	$5,500.00	$30,000.00	$30,000.00	$20,000.00	$20,000.00
2	General Site Preparation	1	LS	$6,125.00	$6,125.00	$50,000.00	$50,000.00	$9,000.00	$9,000.00
3	Temp Erosion, Sedimentation, and Water Pollution Prevention and Control	1	LS	$1,200.00	$1,200.00	$8,250.00	$8,250.00	$5,300.00	$5,300.00
4	Traffic Control	1	LS	$10,000.00	$10,000.00	$6,600.00	$6,600.00	$6,700.00	$6,700.00
5	Remove Concrete Drive	120	SY	$13.50	$1,620.00	$22.00	$2,640.00	$20.00	$2,400.00
6	Remove Gravel Drive	40	SY	$9.00	$360.00	$16.50	$660.00	$15.00	$600.00
7	Remove Concrete Curb and Gutter	6,700	LF	$5.00	$33,500.00	$7.15	$47,905.00	$9.50	$63,650.00
8	Topsoil	2,500	SY	$5.00	$12,500.00	$11.00	$27,500.00	$6.50	$16,250.00
9	Bermuda Hyrdroseed	2,500	SY	$0.70	$1,750.00	$2.20	$5,500.00	$2.00	$5,000.00
10	6" Concrete Driveway	120	SY	$132.50	$15,900.00	$88.00	$10,560.00	$70.00	$8,400.00
11	8" Gravel Driveway	40	SY	$90.00	$3,600.00	$47.30	$1,892.00	$37.00	$1,480.00
12	6" Concrete Curb and Gutter	6,600	LF	$56.20	$370,920.00	$44.55	$294,030.00	$58.00	$382,800.00
13	24" Concrete Gutter	100	LF	$55.20	$5,520.00	$61.05	$6,105.00	$58.00	$5,800.00
14	Asphalt Pvmt Removal & Repair (3" TY D on 6" Flexbase) - Miscellaneous Repair	200	SY	$90.00	$18,000.00	$83.60	$16,720.00	$66.00	$13,200.00
15	Miscellaneous Utility Adjustment Allowance	1	LS	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00
16	Project Allowance	1	LS	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
	Total Base Bid				**$514,495.00**		**$536,362.00**		**$568,580.00**

Kimley»Horn

May 14, 2020

Mr. Rick Trice, P.E.
Director of Public Works
City of Saginaw
205 Brenda Lane
Saginaw, TX 76179

Re: Bid Results
East McLeroy Blvd Curb & Gutter Replacement
KHA No. 061003135

Dear Rick:

On March 13, 2020, the City of Saginaw received bids for the East McLeroy Blvd Curb & Gutter Replacement project. The following bid proposals were received:

Nu-Way Construction, LLC	$	308,675.00
Festac Building Constructors, Inc.	$	323,026.00
AMX Construction	$	331,380.00
Makou Inc.	$	349,990.00
Tex-Pro Construction, LLC	$	353,945.00
A T Construction, LLC	$	377,700.00
New World Contracting, LLC	$	378,752.00
RockSolid	$	389,520.00
Summit Paving LLC	$	395,875.00
2L Construction, LLC	$	398,430.00
Ware Fencing, LLC	$	433,875.00
C.C. Zamora Construction Inc	$	436,735.80
Reliable Paving, Inc	$	457,800.00
Cam-Crete Contracting Inc	$	458,600.00
Pavecon Public Works	$	489,113.00
Stabile & Winn, Inc.	$	514,495.00
McMahon Contracting L.P.	$	536,362.00
GRod Construction, LLC	$	568,580.00

Kimley-Horn and Associates, Inc. has reviewed the lowest bidder's qualifications and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews, it appears that Nu-Way, LLC is the lowest responsive bidder.

Enclosed is a copy of the bid tabulation for your reference. Thank you for the opportunity to be of service to the City of Saginaw.

Should you have any questions or comments, please to not hesitate to contact me.

Sincerely,



Trenton D. Tidwell, P.E.

Enclosure

Copy to: Ms. Gabe Reaume, City Manager, City of Saginaw
Mr. Dolph Johnson, Assistant City Manager, City of Saginaw

K:\FTW_Roadway\061003135-Saginaw_McLeroy_C&G\CCA\BIDDING\RecAward.docx

City of Saginaw

Meeting Date: 5/19/2020

Staff Contact: Janice England
City Secretary

Agenda Items: (5)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Proclamation - First Responder Month--Todd Flippo, Mayor

BACKGROUND/DISCUSSION:
Mayor Flippo will read a proclamation declaring the month of May to be "First Responder Month." The purpose of the proclamation is to honor our local first responders.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
N/A

ATTACHMENTS:

Description

Proclamation--First Responder Month

Office of the Mayor

Proclamation

City of Saginaw

WHEREAS, individuals from both the Saginaw Fire Department and the Saginaw Police Department come together as first responders to protect the citizens of Saginaw and aid the public in the event of an emergency; and

WHEREAS, every day first responders are on the front lines working to save lives and protect our citizens while risking their own safety and personal health; and

WHEREAS, first responders are ready to aid the people in our community 24 hours a day, seven days a week; and

WHEREAS, first responders are our first and best defense against all emergencies that may threaten our community, including COVID-19; and

WHEREAS, COVID-19 has brought about new challenges for our first responders as they must find ways to safely provide protection for our citizens as well as themselves; and

WHEREAS, our first responders have responded to those challenges and continued to perform their duties regardless of the risk to their personal health;

NOW, THEREFORE, I, Todd Flippo, Mayor of the City of Saginaw, declare the month of May, 2020 to be FIRST RESPONDER MONTH in the City of Saginaw and encourage all residents to join me in honoring our first responders of the Saginaw Fire Department and the Saginaw Police Department who work together to keep Saginaw safe and healthy.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the City of Saginaw, Texas to be affixed this 19th day of May, 2020.

CITY OF SAGINAW TEXAS
CORPORATE
SEAL

Todd Flippo, Mayor

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (6)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Proclamation - Educator Appreciation Week--Todd Flippo, Mayor

BACKGROUND/DISCUSSION:
Mayor Flippo will read a proclamation declaring May 18-24 "Educator Appreciation Week." The purpose of the proclamation is to honor our local educators at EMS ISD and ILT Saginaw.

Due to COVID-19, neither school will be present. At their request the proclamations will be mailed to them.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
N/A

ATTACHMENTS:

Description

Proclamation--EMS-ISD

Proclamation--ILT

Office of the Mayor

Proclamation

City of Saginaw

WHEREAS, the Eagle Mountain-Saginaw Independent School District encompasses seventy-three (73) square miles in the Northwest area of Tarrant County; and

WHEREAS, the EMS ISD serves Saginaw, Blue Mound, portions of the City of Fort Worth, and unincorporated Tarrant County; and

WHEREAS, more than 20,000 students are enrolled, enriched, and educated in fifteen (15) elementary schools, six (6) middle schools, three (3) high schools, a high school of choice, an alternative learning center, an early childhood center, and a career and technology center; and

WHEREAS, EMS ISD has 1,307 educators in the district that plan and deliver engaging lessons for over 20,000 children on a daily basis; and

WHEREAS, COVID-19 has presented a new challenge in 2020 that caused EMS ISD and its educators to quickly find a new way to continue to educate and communicate with students via EMS Distance Learning; and

WHEREAS, through EMS Distance Learning the educators have transformed their physical classrooms into digital classrooms which has allowed them to continue to provide engaging and meaningful learning for all students from Pre-K through Grade 12; and

NOW, THEREFORE, I, Todd Flippo, Mayor of the City of Saginaw, declare the week of May 18-24, 2020 to be EDUCATOR APPRECIATION WEEK in the City of Saginaw and ask that all residents join me in honoring the educators who provide instruction and support for our students every day whether it be in a physical or online classroom setting as they educate the children in our community with compassion and enthusiasm.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the City of Saginaw, Texas to be affixed this 19th day of May, 2020.

CITY OF SAGINAW, TEXAS
CORPORATE
SEAL

_____

Todd Flippo, Mayor

Office of the Mayor

Proclamation

City of Saginaw

WHEREAS, International Leadership of Texas opened a K through Grade 8 campus (ILT-Saginaw) in the City of Saginaw in 2017; and

WHEREAS, 1,416 students are enrolled, enriched, and educated at ILT-Saginaw; and

WHEREAS, ILT-Saginaw has 120 educators that plan and deliver engaging lessons for students on a daily basis; and

WHEREAS, COVID-19 has presented a new challenge in 2020 that caused ILT-Saginaw to quickly find a new way to continue to educate and communicate with students in non-traditional ways; and

WHEREAS, the educators have transformed their physical classrooms into virtual online classrooms which has allowed them to continue to provide engaging and meaningful learning for all students from K through Grade 8; and

NOW, THEREFORE, I, Todd Flippo, Mayor of the City of Saginaw, declare the week of May 18-24, 2020 to be EDUCATOR APPRECIATION WEEK in the City of Saginaw and ask that all residents join me in honoring the educators who provide instruction and support for our students every day whether it be in a physical or online classroom setting as they educate the children in our community with compassion and enthusiasm.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the City of Saginaw, Texas to be affixed this 19th day of May, 2020.

CITY OF SAGINAW, TEXAS
CORPORATE
SEAL

_____

Todd Flippo, Mayor

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (7)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Oath of Office for Councilmember Place 4 and Councilmember Place 6

BACKGROUND/DISCUSSION:
Each candidate for the May 2, 2020 Saginaw City Council Election was unopposed. The Texas Election Code authorizes a governing body to declare each unopposed candidate elected to office and cancel the election. The City Council took action at their meeting on March 3rd to cancel this election. The following unopposed candidates were declared elected to office: Charles Tucker, Councilmember Place 4, and Mary Copeland, Councilmember Place 6. Even though they were declared elected to office in March, per the Texas Election Code, they can't be sworn in to office until after the date that the election would have been held (May 2, 2020). City Secretary England will administer the oath of office for Councilmember Tucker and Councilmember Copeland. Both will receive a certificate of election.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
N/A

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (8)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Presentation of Service Pins to Mayor Pro-Tem Tankersley and Councilmember Farr

BACKGROUND/DISCUSSION:
Per the City of Saginaw Personnel Policy, service pins are awarded to members of the Council after they have completed five years of service on the City Council. Mayor Pro-Tem Tankersley and Councilmember Farr have both completed five years of service within the past year. Mayor Flippo will present the service pins.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
N/A

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (9)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Election of Mayor Pro-Tem

BACKGROUND/DISCUSSION:
Each year following the election (or date that the election would have been held), the City Council must choose one of its members to serve as Mayor Pro-Tem.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
N/A

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (10)

Staff Contact: Keith C. Rinehart
Director of Community & Economic Development

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:
Consideration and Action to approve funds for "Art in the Community Program" Mural

BACKGROUND/DISCUSSION:
Last year, the Keep Saginaw Beautiful Committee (KSB) expanded their horizons by moving into the fine artistic beautification of Saginaw by including the Texas Flag/Welcome Mural on Ardent Mills as well as several additional projects in a few Saginaw parks. On October 15, 2019, the City Council approved a KSB Art Mural project with Adam Davenport. Adam painted a wonderful historic mural on the north side (southbound side) of the Northwest Plumbing Building capturing a historic Fire Department photo. The project was completed in January 2020 and has received rave reviews from both the public, as well as the owners of Northwest Plumbing. This mural project has drawn a overabundance of positive attention to Saginaw Texas.

Recently, KSB has been visiting again with Adam Davenport on another professional mural. This mural includes the artist's rendering of a historic photo of Greene's Grocery (that also includes a photo of Mr. & Mrs. Greene). If approved, this mural will be painted on the north side (southbound side) of JR's Café, which is the original home of Greene's Grocery.

KSM met and discussed this idea in February 202. They were set to vote on this item at the regularly scheduled meeting set for March 16, 2020, which was cancelled due to the COVID-19 Pandemic. This item will be officially voted on at the upcoming KSB meeting on Monday, May 18, 2020. This potential project could begin in June 2020 and would take up to 3 weeks to complete.

FINANCIAL IMPACT:
The financial impact is $10,000. Residents, via their monthly water bill, will fund this project from the Keep Saginaw Beautiful voluntary $1.00 donation.

RECOMMENDATION:
The Keep Saginaw Beautiful Committee is recommending the approval of $10,000 for Adam Davenport (professional artist) to paint a mural on the north side (southbound side) of the JR's Café.

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 – May 19, 2020

ITEM:

Consideration and action to approve funds for "Art in the Community Program" Mural

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

Last year, the Keep Saginaw Beautiful Committee (KSB) expanded their horizons by moving into the fine artistic beautification of Saginaw by including the Texas Flag/Welcome Mural on Ardent Mills as well as several additional projects in a few Saginaw parks. On October 15, 2019, the City Council approved a KSB Art Mural project with Adam Davenport. Adam painted a wonderful historic mural on the north side (southbound side) of the Northwest Plumbing Building capturing a historic Fire Department photo. The project was completed in January 2020 and has received rave reviews from both the public, as well as the owners of Northwest Plumbing. This mural project has drawn a overabundance of positive attention to Saginaw Texas.

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Pandemic. This item will be officially voted on at the upcoming KSB meeting on Monday, May 18, 2020. This potential project could begin in June 2020 and would take up to 3 weeks to complete.

FINANCIAL IMPACT:

The financial impact is $10,000. Residents, via their monthly water bill, will fund this project from the Keep Saginaw Beautiful voluntary $1.00 donation.

RECOMMENDATION

The Keep Saginaw Beautiful Committee is recommending the approval of $10,000 for Adam Davenport (professional artist) to paint a mural on the north side (southbound side) of the JR's Café.

ATTACHMENTS:

- Artist's Conceptualization of Mural

If you have any questions, please contact me at 817-230-0331.

Thank you,

Keith C. Rinehart, Director of Community & Economic Development



City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (11)

Staff Contact: Keith Rinehart,
Director of Community & Economic Development

E-mail: krinehart@saginawtx.org

Phone: 817-230-0331

SUBJECT:
Consideration and Action regarding Lease Agreement with Mike Greene to allow a Mural to be painted on the north side of the J.R.'s Cafe Building located at 300 S. Saginaw Blvd.

BACKGROUND/DISCUSSION:
This is the lease agreement as discussed in item 10.

FINANCIAL IMPACT:
The financial impact will be $10.00.

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description
Leasing Agreement
Exhibit A

STATE OF TEXAS §

§

COUNTY OF TARRANT §

LEASE AGREEMENT FOR MURAL

WHEREAS, the JR's Café building ("Building") located at (300 S. Saginaw Boulevard) Saginaw, Texas, ("Property") is owned by (GREENE SAGINAW PROPERTIES, LLC) ("Owner) and the City of Saginaw ("City") desires to lease the north side of the Building for a mural, which is described and depicted in the attached and incorporated Exhibit "A" hereto, ("Mural") to be painted on such wall as a part of its Art in the Community Program; and

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

NOW THEREFORE:

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

of the Mural from such street, on the Property. Owner agrees to refrain from altering the wall containing the Mural and from defacing or painting over the Mural during the term of this Agreement.

3. This Agreement shall be binding on subsequent owners of the Property and shall run with the land for the term of this Agreement.
4. In the event that the Property or Mural is sold or demolished by Owner within the ten (10) year term of this agreement, Owner agrees to pay the City an amount equal to the fee actually paid by the City to the artist, artists, or organization engaged to create the Mural. The amount to be paid by Owner shall be granted a reduction at a prorated amount, determined by the amount of the ten (10) year term which has elapsed between the date of execution of this Agreement and the date the sale or demolition is accomplished. Owner agrees to pay this pro-rated amount not later than sixty days after such sale or demolition is accomplished.
5. Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of Texas and exclusive venue shall lie in Tarrant County, Texas.
6. Entire Agreement. This Agreement is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Agreement or to any expressly mentioned exhibits not incorporated in writing in this Agreement.
6. Amendment of Lease Agreement. This Agreement may be amended only by an instrument in writing signed by Owner and City.
7. Notices. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the following address:

If to Owner:

_____

_____

_____

If to City:

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

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

SIGNED to be effective on the Effective Date.

CITY:

CITY OF SAGINAW, TEXAS

By: _____

Todd Flippo, Mayor

OWNER:

Michael S. Greene

GREENE SAGINAW PROPERTIES LLC

9201 DICKSON RD
FORT WORTH, TX 76179-4032

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

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

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

_____

Notary Public in and for the State of Texas

_____

Type or Print Notary's Name

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

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

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

_____

Notary Public in and for the State of Texas

_____

Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT “A”


GREENE'S
GREENE'S
GRO MKT
WE BACK
BUDE

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (12)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
Consideration and Action regarding approval of Ordinance No. 2020-10, authorizing the issuance and sale of City of Saginaw, Texas General Obligation Refunding Bond, Series 2020; levying an annual ad valorem tax and providing for the security for and payment of said bond; providing an effective date; and enacting other provisions relating to the subject.

BACKGROUND/DISCUSSION:
The City was presented with a refunding opportunity to achieve debt service savings. Private placement bids will be accepted through noon on Tuesday, May 19. Bids and a summary of savings will be presented to the City Council.

FINANCIAL IMPACT:
The debt service savings that will result from the bond refunding will not be known until the bids are received. The savings analysis will be presented at the City Council meeting.

RECOMMENDATION:
As long as certain savings thresholds can be met, staff recommends approval of Ordinance 2020-10, authorizing the issuance and sale of the City's General Obligation Refunding Bond, Series 2020; levying an annual ad valorem tax and providing for the security for and payment of said bond; providing an effective date; and enacting other provisions relating to the subject.

ATTACHMENTS:

Description

Draft Ordinance 2020-10

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SAGINAW, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2020; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BOND; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City of Saginaw, Texas (the "Issuer") has previously issued, and there are presently outstanding, obligations of the Issuer described in Schedule I hereto (the "Refunded Obligations");

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a paying agent for the Refunded Obligations, or a trust company or commercial bank that does not act as a depository for the Issuer, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow or similar agreement with any such paying agent or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, the Issuer's City Council (the "City Council") hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Obligations to achieve a debt service savings and to restructure the Issuer's outstanding debt service, and that such refunding will result in a present value debt service savings of approximately $[_____] and an actual debt service savings of approximately $[_____] to the Issuer, net of any Issuer contribution;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within twenty (20) years of the date of the bond hereinafter authorized;

WHEREAS, the bond hereafter authorized is being issued and delivered pursuant to said Chapter 1207, Texas Government Code; and

WHEREAS, It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BOND. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bond of the City of Saginaw, Texas (the "Issuer") is hereby authorized to be issued and delivered in the aggregate principal amount of $[_____] for the public purpose of refunding certain outstanding obligations of the Issuer as set forth in Schedule I, attached hereto (the "Refunded Obligations"), and to pay the costs incurred in connection with the issuance of the Bond (defined herein).

Section 2. DESIGNATION, DATE, DENOMINATION, NUMBER, MATURITY AND INTEREST RATE OF BOND.

(a) Each bond issued pursuant to this Ordinance shall be designated: "CITY OF SAGINAW, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2020," and there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated June 1, 2020, in the denomination and principal amount of $[_____], numbered R-1, with any bond issued in replacement thereof being in the denomination of the full principal amount of the series of which the bond is issued and numbered consecutively from R-2 upward, payable in installments to the registered owner thereof, or to the registered assignee of said bond (in each case, the "Registered Owner").

(b) Principal of said Bond shall mature and be payable in installments on the dates and in the amounts stated in the FORM OF BOND set forth in Exhibit A to this Ordinance. The Bond shall bear interest on the unpaid balance of the principal amount thereof, from the date of delivery to the scheduled due date of the principal installments of the Bond, at the rate or rates of interest stated in the FORM OF BOND set forth in Exhibit A to this Ordinance. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in Exhibit A this Ordinance.

(c) The term "Bond" as used in this Ordinance shall mean and include, collectively, the bond initially issued and delivered pursuant to this Ordinance and any substitute bond exchanged therefor, as well as any other substitute or replacement bond issued pursuant hereto.

Section 3. CHARACTERISTICS OF THE BOND.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints [_____], to serve as paying agent and registrar for the Bond (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar, books or records for the registration of the transfer and exchange of the Bond (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner to which payments with respect to the Bond shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond. Registration of assignments, transfers and exchanges of the Bond shall be made in the manner provided and with the effect stated in the FORM OF BOND attached as Exhibit A to this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Transfer and Exchange. The Paying Agent/Registrar promptly shall cancel any Bond surrendered for exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing exchange of a Bond, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of a substitute Bond in the manner prescribed herein. Pursuant to Chapter 1201, Government Code, as amended,

the duty of exchange of a Bond as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the authentication of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond that initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts. The Bond may be transferred and registered in the name of the new Registered Owner in whole but not in part.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bond, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bond, shall properly and accurately record all payments on the Bond on the Registration Books, and shall keep proper records of all exchanges of the Bond, and all replacements of the Bond, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) In General. The Bond (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bond to be payable only to the Registered Owner thereof, (ii) may be exchanged for another Bond, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bond shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bond, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth as Exhibit A to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owner that at all times while the Bond is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bond under this Ordinance, and that the Paying Agent/Registrar will be one entity.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than twenty (20) days written notice to the Paying Agent/Registrar, to be effective not later than fifteen (15) days prior to the Record Date for the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bond, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Bond. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the closing date shall have attached thereto the COMPTROLLER'S REGISTRATION CERTIFICATE substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by such person's duly authorized agent, which certificate shall be evidence that the Bond initially issued and delivered has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond issued under this Ordinance, the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(i) Delivery of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bond, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to such purchaser or its designee.

Section 4. FORM OF BOND. The form of the Bond, including the form of PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the form of ASSIGNMENT and the form of COMPTROLLER'S REGISTRATION CERTIFICATE to be attached to the Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as shown in Exhibit A, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of the Bond. All ad valorem taxes levied and collected for and on account of said Bond shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while the Bond is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bond as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bond as such principal matures (but never less than 2% of the original amount of said Bond as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while said Bond is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bond, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise

would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Government Code, applies to the issuance of the Bond and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bond is outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owner a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BOND.

(a) The Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Bond shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to the amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Bond or portion thereof defeased, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bond and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Bond may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Section 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bond, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by Texas law that are eligible to refund, retire or otherwise discharge obligations such as the Bond.

(d) Until the Defeased Bond shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bond the same as if it had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BOND.

(a) Replacement Bond. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bond. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Bond shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bond. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Bond. In accordance with Section 1206.022, Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bond is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bond in the form and manner and with the effect, as provided in Section 3(h) of this Ordinance for a Bond issued in exchange for another Bond.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BOND; BOND COUNSEL'S OPINION; AND ENGAGEMENT OF FINANCIAL ADVISOR.

(a) The Mayor of the Issuer is hereby authorized to have control of the Bond initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bond pending its delivery and investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of said

Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel may, at the option of the Issuer, be printed on the Bond issued and delivered under this Ordinance, but shall not have any legal effect, and shall be solely for the convenience and information of the Registered Owner.

(b) The obligation of the initial purchaser to accept delivery of the Bond is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bond to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bond is hereby approved and confirmed. The execution and delivery of a municipal advisory agreement between the Issuer and SAMCO Capital Markets, Inc., with respect to services as financial advisor to the Issuer, is hereby authorized in such form as may be approved by the Mayor or the City Manager, and the Mayor or the City Manager is hereby authorized to execute such agreement if needed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BOND.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bond as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the Registered Owner for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than ten percent (10%) of the proceeds of the Bond (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than ten percent (10%) of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than ten percent (10%) of the debt service on the Bond, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds five percent (5%) of the proceeds of the Bond or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent (5%) is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or five percent (5%) of the proceeds of the Bond (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bond being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bond being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bond, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bond, other than investment property acquired with –

(A) proceeds of the Bond invested for a reasonable temporary period of three (3) years or less or, in the case of a current refunding bond, for a period of ninety (90) days or less until such proceeds are needed for the purpose for which the Bond is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed ten percent (10%) of the proceeds of the Bond;

(7) to otherwise restrict the use of the proceeds of the Bond or amounts treated as proceeds of the Bond, as may be necessary, so that the Bond does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to refrain from using proceeds of the Bond or the proceeds of any prior obligations to pay debt service on another issue more than ninety (90) days after the issuance of the Bond in contravention of section 149(a) of the Code (relating to advance refunding);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bond) an amount that is at least equal to ninety percent (90%) of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Bond has been paid in full, one hundred percent (100%) of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Bond are used solely to refund the Refunded Obligations.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bond. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and the Treasury Regulations. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bond, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bond, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or City Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bond.

(d) Disposition of Projects. The Issuer covenants that the projects funded with the proceeds of the Refunded Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bond. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bond. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF BOND. The Bond is hereby initially sold and shall be delivered to [_____] (the "Purchaser"), for cash for the par value thereof, pursuant to the purchase agreement dated the date of the final passage of this Ordinance which the Mayor is hereby authorized to execute and deliver. The Bond shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 11. FURTHER PROCEDURES. The Mayor, the Mayor Pro Tem, the City Manager and the City Secretary, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer all such other documents and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bond, and the sale of the Bond. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the issuance of the Bond. The Issuer is not, therefore, obligated pursuant to the Rule to provide any ongoing disclosure relating to the Issuer or the Bond in connection with the issuance of the Bond.

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owner, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the nationally recognized bond counsel, materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Bond so as to:

(1) Make any change in the maturity of the Bond;

(2) Reduce the rate of interest borne by the Bond;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Bond;

(4) Modify the terms of payment of principal of or interest on the Bond or impose any condition with respect to such payment; or

(5) Change the requirement with respect to Registered Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Registered Owner a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Registered Owner shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon any future Registered Owner of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of the mailing of said notice by the Registered Owner, or by a successor in title, by filing notice with the Issuer.

(g) For the purposes of establishing ownership of the Bond, the Issuer shall rely solely upon the registration of the ownership of such Bond on the registration books kept by the Paying Agent/Registrar.

Section 14. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Bond when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owner, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by the Registered Owner to the Issuer.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, the Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing

that may be unlawful or in violation of any right of the Registered Owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bond or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bond shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, the Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 15. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. The Mayor of the Issuer is hereby authorized and directed to execute and deliver an escrow or similar agreement with The Bank of New York Mellon Trust Company, N.A. (the "Refunded Obligations Paying Agent"), in substantially the form presented at this meeting. In addition, the Mayor or other officer of the Issuer is authorized to purchase such securities, to execute subscriptions for the purchase of U. S. Treasury Securities, State and Local Government Series, and to authorize such contributions, as may be necessary for the redemption and defeasance of the Refunded Obligations.

Section 16. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) The Issuer hereby directs that the Refunded Obligations be called for redemption on the dates set forth on **Schedule I**. Such Refunded Obligations shall be redeemed at the redemption price of par plus accrued interest. The Mayor of the Issuer is hereby authorized to issue or cause to be issued the notice of redemption of the Refunded Obligations to the Refunded Obligations Paying Agent.

(b) In addition, the Refunded Obligations Paying Agent, is hereby directed to provide notice of redemption to the registered owners of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their respective redemption dates. The Refunded Obligations shall be presented for redemption at the paying agent/registrar therefor, and shall not bear interest after the date fixed for redemption.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their redemption date shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement approved in Section 15 of this Ordinance.

Section 17. APPROPRIATION. To pay the debt service coming due on the Bond prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional

by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 19. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

PASSED, APPROVED AND EFFECTIVE THIS MAY 19, 2020.

Mayor, City of Saginaw, Texas

City Secretary, City of Saginaw, Texas

[CITY SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

CITY OF SAGINAW, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2010

Maturity Date	Coupon	Principal Amount	Redemption Date
09/01/2022	3.250%	$185,000.00	September 1, 2020
***	***	***	***
09/01/2024	3.500%	$195,000.00	September 1, 2020
***	***	***	***
09/01/2026	3.750%	$215,000.00	September 1, 2020
***	***	***	***
09/01/2028	4.000%	$235,000.00	September 1, 2020
***	***	***	***
09/01/2030	4.000%	$255,000.00	September 1, 2020

EXHIBIT A

FORM OF BOND

A. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R–

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SAGINAW, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2020

PRINCIPAL AMOUNT
$_____

INTEREST RATE	DELIVERY DATE	MATURITY DATE
As Shown Below	_____, 2020	February 15, 2027

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Saginaw, Texas (the "Issuer"), being a political subdivision of the State of Texas located in Tarrant County, Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns (hereinafter referred to as the "Registered Owner"), the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount from time to time remaining unpaid, at the rates per annum set forth in the table below, calculated on the basis of a 360-day year of twelve 30-day months. The unpaid principal of this Bond shall mature and shall be paid in the Principal Installments on the Payment Dates set forth in the table below:

Payment Date	Principal Installment ($)	Interest Rate (%)
9/01/2021		
9/01/2022		
9/01/2023		
9/01/2024		
9/01/2025		
9/01/2026		
9/01/2027		
9/01/2028		
9/01/2029		
9/01/2030		

THE PRINCIPAL OF AND INTEREST ON THIS BOND are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this

Bond on September 1, 2020 and on each March 1 and September 1 thereafter to the date of maturity. The last principal installment of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the principal office of [_____], which is the "Paying Agent/Registrar" for this Bond. The payment of all other principal installments of and interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of the Bond (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the fifteenth (15th) day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

ANY ACCRUED INTEREST due in connection with the final installment of principal of this Bond shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is dated June 1, 2020, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $[_____] for the public purpose of refunding certain outstanding obligations of the Issuer, and to pay the costs incurred in connection with the issuance of the Bond.

UPON THE PAYMENT OF the outstanding principal balance of this Bond, the Paying Agent/Registrar, shall record in the Payment Record appearing on this Bond the amount of such payment, the date said payment was made and the remaining unpaid principal balance of this Bond and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Bond Registration Books, and the Paying Agent/Registrar shall also record in the Bond Registration Books all payments of principal installments on such Bond when made on their respective due dates.

THIS BOND is issuable in the form of one fully-registered Bond without coupons in the denomination of $[_____]. This Bond may be transferred or exchanged as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent/Registrar upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the Registered Owner or the Registered Owner's duly authorized attorney, and thereupon a new Bond of the same maturity and in the same aggregate principal amount shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent/Registrar may deem and treat the person in whose name this Bond is registered as the

absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner.

THIS BOND shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication shall have been executed by the Paying Agent/Registrar or the Comptroller's Registration Certificate hereon shall have been executed by the Texas Comptroller of Public Accounts.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature) City Secretary	(signature) Mayor

(SEAL)

B. Form of Payment Record.

PAYMENT RECORD

Date of Payment	Principal Payment (amount and installment(s) to which	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer

	payment is applied)			

C. Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

[_____]
Paying Agent/Registrar

By: _____
Authorized Representative

(d) Form of Assignment.

ASSIGNMENT
(*Please type or print clearly*)

For value received, the undersigned hereby sells, assigns and transfers unto:

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____
Please print or typewrite name and address, including zip code, of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(e) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO._____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (13)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action regarding a Recommendation from the Planning and Zoning Commission for Approval of a Preliminary Plat for The Square, being 27.246 Acres out of the Benjamin Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County Texas.

BACKGROUND/DISCUSSION:
This item is a request from the developer, AM & JK Development LLC, for a Preliminary Plat for The Square consisting of 12 lots zoned Planned Development (PD). The Square is generally located North and West of the Saginaw Walmart between Saginaw Boulevard and Old Decatur Road.

The Planning and Zoning Commission considered the item on May 12, 2020 and voted unanimously to recommend approval.

FINANCIAL IMPACT:
This item has no financial Impact.

RECOMMENDATION:
It is recommended that the City Council approve the preliminary plat for The Square based on the recommendation from the Planning and Zoning Commission.

ATTACHMENTS:

Description

P&Z Packet May 12, 2020

P&Z Minutes May 12, 2020

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, May 12, 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 April 14, 2020	Chairman Lewis
(5)	**PZ 0420-01 PUBLIC HEARING (continued from 4/14/2020)** **Consideration And Action Regarding A Request To Change The Zoning Classification Of Approximately 76.613 Acres Out Of The J Walker Survey Abstract 1602, Tracts 3C And 3E, And The J Bradford Survey, Abstract 183, Tracts 1K And 1 From Community Commercial (CC) And Multi Family (MF1) To Community Commercial (CC), Multi Family (MF2), And Light Industrial (LI) and Revising The Official Zoning Map In Accordance And By Amending The Comprehensive Land Use Plan. Property Is Located At The Northwest Corner Of Blue Mound Road (Hwy 156) And E McLeroy Boulevard.**	Michael Clark, P.E. Winkelmann & Assoc.
(6)	**PZ 0520-01** **Consideration And Action Regarding Approval Of A Preliminary Plat For "The Square", A Planned Development Being A 27.256 Acres Out Of The Benjamin Thomas Survey, Abstract No. 1497 Located North Of Walmart Between N Saginaw Blvd And Old Decatur Road**	Michael Clark, P.E. Winkelmann & Assoc
(7)	**Staff Report**	Public Works Director Rick Trice, P. E.
A.	Discussion Of Residential, Commercial And Industrial, And City Capital Projects	
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.

PLEASE NOTE THAT IN ACCORDANCE WITH CURRENT CDC RECOMMENDATIONS REGARDING COVID-19 WE WILL BE OBSERVING SIX FEET DISANCING BETWEEN EVERYONE. THEREFORE, THERE WILL BE LIMITED SEATING AVAILABLE.

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.

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.

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
April 14, 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. 5	Jason LaBruyere
Alternate Member	Alt. No. 2	Randy Villarreal
Director Public Works		Rick Trice
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 4	Malinda Julien
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

None

(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, LaBruyere, and Alternate Member Villarreal.

(3) Audience participation

Item bypassed. No audience

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on March 10, 2020 were presented for approval. A motion was made by Member Barngrover with a second by Member LaBruyere to approve the minutes for March 10, 2020 as presented. Motion carried unanimously.

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

Against: None

Absent Member Julien, Alternate Members Peet

(5) PZ 0420-01 PUBLIC HEARING

Consideration And Action Regarding A Request To Change The Zoning Classification Of Approximately 76.613 Acres Out Of The J Walker Survey Abstract 1602, Tracts 3C And 3E, And The J Bradford Survey, Abstract 183, Tracts 1K And 1 From Community Commercial (CC) And Multi Family (MF1) To Community Commercial (CC), Multi Family (MF2), And Light Industrial (LI) and Revising The Official Zoning Map In Accordance And By Amending The Comprehensive Land Use Plan. Property Is Located At The Northwest Corner Of Blue Mound Road (Hwy 156) And E McLeroy Boulevard.

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 and presented a power point presentation that the developer had requested that he share with the members since he would be unable to attend.

DPW Trice advised the members that the city had been contacted by Eagle Mountain Saginaw Independent School District this afternoon requesting the item be postponed until they could meet with the developer to discuss this project.

There was a discussion regarding whether to approve the item with the stipulation that the city council work out any concerns that EMS ISD have or continue the item.

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

Chairman Lewis closed the public hearing at 6:17 p.m.

A motion was made by Member Haney with a second by Member LaBruyere to continue this item until the next meeting. Motion carried.

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

Against: Chairman Lewis

Absent Member Julien, Alternate Members Peet

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

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

(7) **EXECUTIVE SESSION**

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

a. **Any Posted Item**

No executive session was held

(8) Adjournment

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

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

Against: None

Absent Member Julien, Alternate Members Peet

Chairman Lewis declared the meeting of April 14, 2020 closed at 6:25 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:

PUBLIC HEARING – Consideration and Action Regarding a request for a change in zoning on approximately 76.613 Acres out of the J Walker Survey Abstract 1602, Tracts 3C and 3E, and the J Bradford Survey, Abstract 183, Tracts 1K and 1 from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Multi Family (MF2), and Light Industrial (LI). Property is located at the Northwest corner of Blue Mound Road (Hwy 156) and E McLeroy Boulevard.

Owner: Lavonne White
Engineer: Winkelman and Associates, Inc. (Mike Clark)
Existing Zoning: MF1 and CC
Ultimate Land Use Plan: CC
Proposed Zoning: CC, MF2 and LI

Background

The applicant is requesting a zoning change on 76.613 acres north of E. McLeroy and west of F.M.-156. The City's Ultimate Land Use Plan shows the entire area as Community Commercial (CC). Existing land use is Agricultural (Ag). Existing zoning is comprised of approximately 51.6 ac. of Community Commercial (CC) located along the frontage of F.M-156, E. McLeroy and Rough Rider Drive and approximately 25.1 ac. of Multi-Family (MF1) located to the rear of the Community Commercial zoning.

Proposed Zoning

The proposed zoning is broken into four tracts as follows:

Tract A – Community Commercial (11.025 ac.) Located south of Western Center Blvd. extension

Tract B – Community Commercial (9.283 ac.) Located north of Western Center Blvd. extension

Tract C – Multi-Family (MF2, 44.993 ac.) Located north of Western Center Blvd. extension and east of Lavonne Lane.

Tract D Light Industrial (7.311 ac.). Located north of E. McLeroy and west of Lavonne Lane.

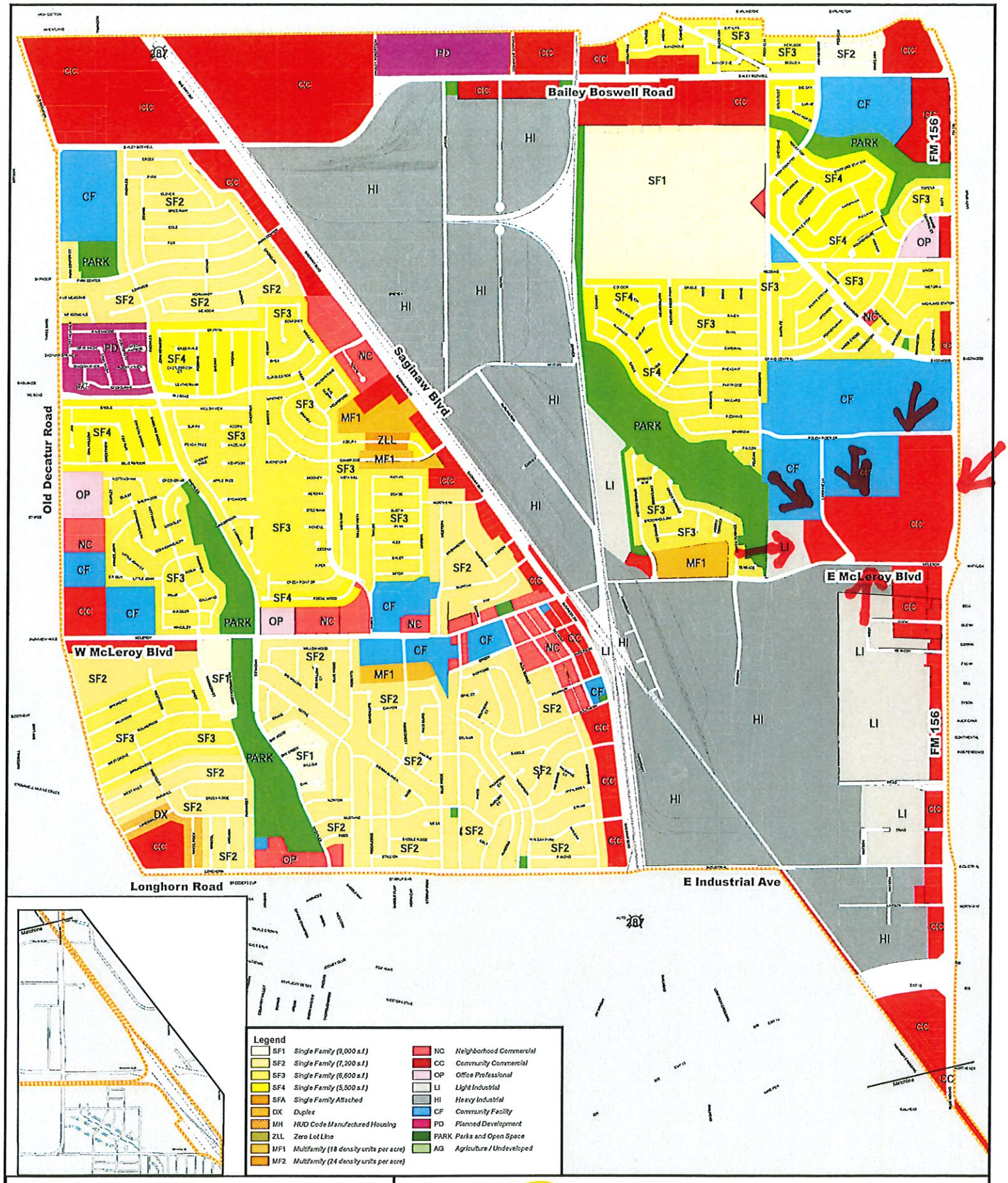
A table comparison of existing and proposed zoning is shown below:

	Existing Acres (Approx.)	Proposed Acres
Community Commercial (CC)	51.6	20.308
Multi-Family (MF1)	25.1	0
Multi-Family (MF2)	0	44.993
Light Industrial (LI)	0	7.311

If you have any questions, please let me know.

Sincerely,

Rick Trice, P.E.
Director of Public Works



City Map Of
Saginaw, Texas

ULTIMATE LAND USE PLAN

Kimley»Horn

April 2017

City of Saginaw

N

500 0 500
Feet

This map product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

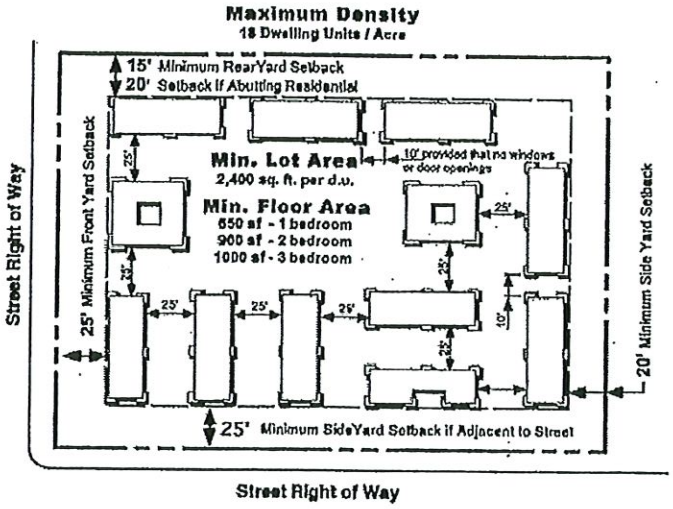
EXISTING

Sec. 6-10. - MF-1 (Multi-Family).

A. *Purpose.* The "MF-1" district is to provide for compatible land, building and structural uses primarily oriented to low-density multi-family residential uses. The "MF-1" district is intended to serve as a transitional element between lower density residential and more intense nonresidential land uses.

B. *Permitted uses.* Uses in the "MF-1" district shall be in accordance with section 5-1, Permitted Use Table.

C. *Area requirements.* The requirements regulating the minimum lot size, minimum yard size (front, side, and rear), maximum building height (stories and feet), and maximum lot coverage, and minimum floor area, as it pertains to this district, shall conform with the provisions provided in the density, area, yard, height, and lot coverage requirements for the MF1 zoning district.



MF-1 – Zoning District Area Requirements	
Minimum Lot Area	2400 s.f. of lot area per d.u. located on 1 acre
Maximum Density	18 d.u. per acre
Minimum Front Yard	25 ft.
Minimum Side Yard	20 ft.
Minimum Rear Yard	15 feet or 20 feet if abutting any residential district.
Minimum Distance Between Buildings	25 ft., but may be reduced to 10 ft. provided all facing walls of the adjacent buildings contain no door or window openings.
Maximum Lot Coverage	50 %
Maximum Building Height	36 ft. or 2 1/2 stories
Minimum Floor Area	650 s.f. – 1 bedroom 900 s.f. – 2 bedroom 1000 s.f. – 3 bedroom

Zoning District

same

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

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

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

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

H. *Accessory building and structure regulations.* All regulations for accessory building or accessory structures shall be in compliance with section 8-4, Detached Accessory Building Regulations.

I. *Exterior construction.* Seventy-five percent of the exterior of the structure shall be masonry construction with 100 percent of the front facade comprised of masonry construction, exclusive of windows, doors, and dormers.

Site plan required. A site plan must be approved by the city council, upon approval of the planning and zoning commission and in accordance with section 8-1, Site Plan Requirements.

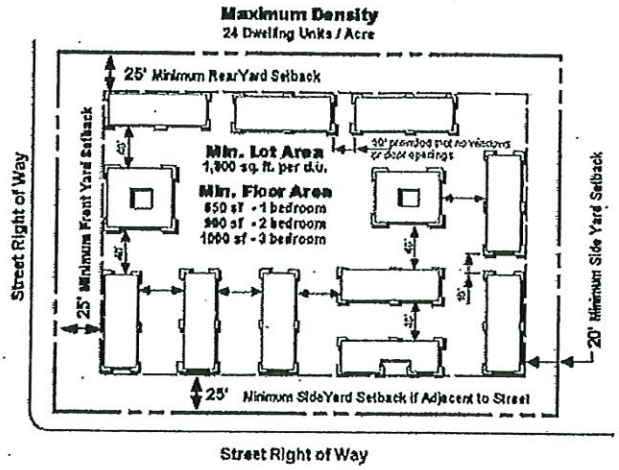
PROPOSED

Sec. 6-11. - MF-2 (Multi-Family).

A. *Purpose.* The MF-2 district is to provide for compatible land, building, and structural uses primarily oriented to high-density multi-family residential use. The MF-2 district is intended to serve as a transitional element between lower density residential uses and more intense nonresidential land uses.

B. *Permitted uses.* Uses in the MF-2 district shall be in accordance with section 5-1, Permitted Use Table.

C. *Area requirements.* The requirements regulating the minimum lot size, minimum yard size (front, side, and rear), maximum building height (stories and feet), and maximum lot coverage, and minimum floor area, as it pertains to this district, shall conform with the provisions provided in the density, area, yard, height, and lot coverage requirements for the MF2 zoning district.



MF-2 – Zoning District Area Requirements	
Minimum Lot Area	1800 s.f. of lot area per d.u. located on 1 acre
Maximum Density	24 d.u. per acre
Minimum Front Yard	25 ft.
Minimum Side Yard	20 ft.
Minimum Rear Yard	25 ft.
Minimum Distance Between Buildings	40 ft. 10 ft. provided all facing walls of the adjacent buildings contain no door or window openings.
Maximum Lot Coverage	65 %
Maximum Building Height	45 ft or. 3 stories
Minimum Floor Area	650 s.f. – 1 bedroom 900 s.f. – 2 bedroom 1000 s.f. – 3 bedroom

Zoning District

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

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

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

G. *Accessory building and structure regulations.* All regulations for accessory building or accessory structures shall be in compliance with section 8-4, Detached Accessory Building Regulations.

H. *Exterior construction.* Seventy-five percent of the exterior of the structure shall be masonry construction with 100 percent of the front facade comprised of masonry construction, exclusive of windows, doors, and dormers.

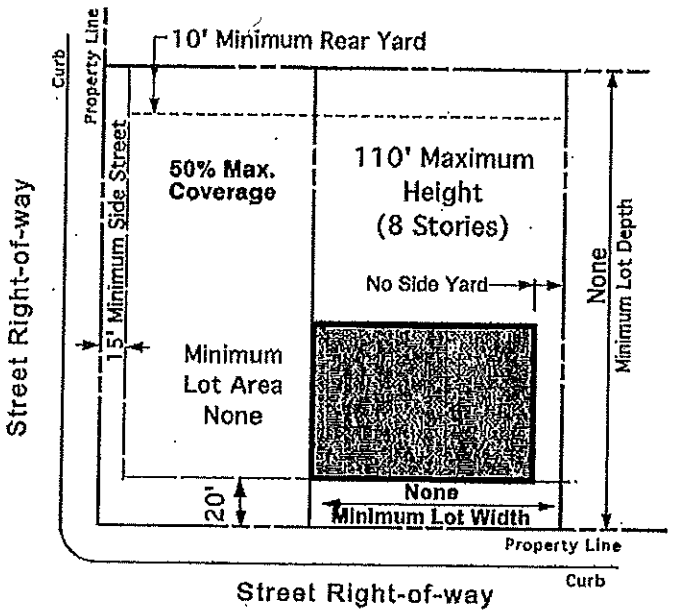
I. *Site plan required.* A site plan must be approved by the city council, upon approval of the planning and zoning commission and in accordance with section 8-1, Site Plan Requirements.

Sec. 6-14. - CC (Community Commercial)

A. *Purpose.* The "CC" district is established to provide for a broad range of retail and service oriented commercial uses. This district is generally located near major thoroughfares because of the intensity of vehicular traffic visiting these uses. Because of the more intense commercial use, care should be given in locating the CC district near residential uses.

B. *Permitted uses.* Uses in the "CC" district shall be in accordance with section 5-1, Permitted Use Table.

C. *Area requirements.* The requirements regulating the mimimum lot size, minimum yard size (front, side, and rear), maximum building height (stories and feet), and maximum lot coverage, and minimum floor area, as it pertains to this district, shall conform with the provisions provided in the density, area, yard, height, and lot coverage requirements for the CC zoning district.



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

Zoning District

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

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

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

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

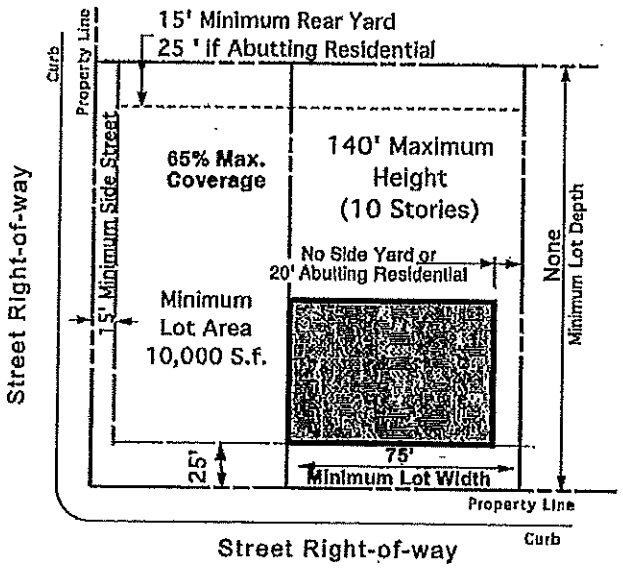
(Ord. No. 2003-03, § 1, 4-1-03)

Sec. 6-16. - LI (Light Industrial).

A. *Purpose of district.* The "LI" light industrial district is designed to permit industrial and manufacturing use which tends to be of direct support to nearby residential and commercial areas, and which have low to moderate objectionable environmental influences.

B. *Principal uses.* In this district no building or land shall be used and no building shall be hereafter erected, reconstructed or structurally altered or enlarged except for any use permitted in the "LI" light industrial district as a principal use.

C. *Area requirements.* The requirements regulating the minimum lot size, minimum yard size (front, side, and rear), maximum building height (stories and feet), and maximum lot coverage, and minimum floor area, as it pertains to this district, shall conform with the provisions provided in the density, area, yard, height, and lot coverage requirements for the LI zoning district.



LI – Zoning District Area Requirements	
Minimum Lot Area	10,000 s.f.
Minimum Lot Width	75 ft.
Minimum Lot Depth	NA
Minimum Front Yard	25 ft.
Minimum Side Yard	0 ft. or 20 ft. If abutting any residential district.
Minimum Rear Yard	15 ft. or 25 ft. If abutting any residential district.
Maximum Lot Coverage	65 %
Maximum Building Height	140 ft. or 10 stories

Zoning District

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

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

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

G. *Exterior construction.* Exterior construction shall be in accordance with section 9-1.D, Industrial.

legals & public notices

BID NOTICE
THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT following amendments to the Unified Development Code and Zoning Map of the City of Grand Prairie:
SU200401/S200401 - Specific Use Permit/Site Plan - Race Trac - Trinity Blvd (Commissioner Fisher/City Council District 1). A request to consider a Specific Use Permit to allow for a convenience store with gasoline/fuel sales on one lot. The subject property is zoned Light Industrial (LI) District and is located within State Highway-161 (SH-161) Overlay Corridor District. Situated in the J. Reed Survey, Abstract 1183, Grand Prairie, Dallas County, the 4.188-acre property is generally located at the southeast corner of Trinity Boulevard and Roy Orr Boulevard, specifically addressed at 3109 & 3113 Roy Orr Blvd.
Z200303/CP200302 - Zoning Change/Concept Plan - Jefferson Grand Prairie (Commissioner Spare/City Council District 6). Zoning Change/Concept Plan for a multi-family and retail development with 29 dwelling units per acre and 19,000 sq. ft. of retail on 16.46 acres. Tract 17, Stephen B McCommas Survey, Abstract No. 888, City of Grand Prairie, Dallas County, Texas, zoned SF-1, within the I-20 Corridor Overlay District, generally located south of I-20 on the west side of Vineyard Rd, and addressed as 1225 E Interstate 20.
Z200501 - Zoning Change - The Lakeside (City Council District 4). Zoning Change and Concept Plan for a single family residential development with 47 residential lots on 9.99 acres. Tracts 2A03A2, 2A1, 2A3, 2A3A1, 2A3B, 2A3C, and 2A3D, Boalist Estes Survey, Abstract No. 483, City of Grand Prairie, Tarrant County, Texas, zoned Agriculture, and addressed as 3517 and 3535 Hanger Lowe Rd.
The Planning and Zoning Commission will hold a virtual public hearing to consider the application on May 11, 2020 at 6:30 PM. Due to an imminent threat to public health and safety arising from the COVID-19 pandemic, this meeting of the Planning and Zoning Commission shall be held via videoconference. The members of the Commission will participate remotely via videoconference. No facility shall be available for the public to attend in person. The Grand ive communications will be provided upon request. Please call 817-249-2062 at least 24 hours in advance if accommodation is needed.
For more information about the public hearings or the NTGCD please contact: Bob Patterson, General Manager at 817-249-2062

NOTICE OF PUBLIC HEARING
THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, WILL HOLD A PUBLIC HEARING DURING A REGULAR MEETING ON TUESDAY, MAY 19, 2020, AT 5:30 PM, TO HEAR PUBLIC OPINION REGARDING THE ADOPTION OF AN ORDINANCE TO INCREASE RATES FOR THE STORMWATER (DRAINAGE) UTILITY SYSTEM FEE CHARGED TO RESIDENTIAL AND RELIGIOUS PROPERTIES. THE PROPOSED ORDINANCE WILL INCREASE THE MONTHLY FEES AND RATES FOR RESIDENTIAL UNITS AND RELIGIOUS ORGANIZATIONS FROM $3.50 TO $4.50. THE PUBLIC HEARING MAY BE HELD AT CITY HALL (405 MUNICIPAL DRIVE, KENNEDALE, TEXAS). ALTERNATIVELY, THE PUBLIC HEARING MAY BE HELD VIA TELECONFERENCE AND/OR VIDEOCONFERENCE IN AN EFFORT TO LIMIT THE SPREAD OF COVID-19. IF HELD AT CITY HALL, ALL INTERESTED PERSONS ARE ENCOURAGED TO ATTEND THE PUBLIC HEARING AND EXPRESS THEIR OPINIONS ON THE PROPOSED FEE CHANGE. IF HELD BY TELECONFERENCE AND/OR VIDEOCONFERENCE, ALL INTERESTED PERSONS ARE ENCOURAGED TO EXPRESS THEIR OPINIONS ON THE PROPOSED FEE CHANGE BY JOINING THE PUBLIC HEARING (BY PHONE AND/OR VIDEO) VIA THE LINK AND/OR DIAL-IN NUMBER PROVIDED ON THE AGENDA (WWW.CITYOFKENNEDALE.COM/AGENDAS) OR BY PROVIDING WRITTEN COMMENTS PRIOR TO THE MEETING BY SENDING COMMENTS TO THE CITY SECRETARY, 405 MUNICIPAL DRIVE, KENNEDALE, TX, 76060. FOR MORE INFORMATION, CALL 817-985-2104. VISIT WWW.CITYOFKENNEDALE.COM/AGENDAS WITHIN 72 HOURS OF THE HEARING DATE TO DETERMINE IF THE HEARING WILL BE HELD AT CITY HALL OR BY TELECONFERENCE AND/OR VIDEOCONFERENCE. THE CITY COUNCIL WITHOUT THE INCORPORATION IN THIS ORDINANCE OF ANY SUCH INVALID OR UNCONSTITUTIONAL PHRASE, CLAUSE, SENTENCE, PARAGRAPH, OR SECTION. SECTION 5. ALL RIGHTS AND REMEDIES OF THE CITY OF KENNEDALE ARE EXPRESSLY SAVED AS TO ANY AND ALL VIOLATIONS OF THE PROVISIONS OF THE KENNEDALE CITY CODE, AS AMENDED, OR ANY OTHER ORDINANCES REGARDING STORMWATER (DRAINAGE) UTILITY FEES OR RATES THAT HAVE ACCRUED AT THE TIME OF THE EFFECTIVE DATE OF THIS ORDINANCE; AND, AS TO SUCH ACCRUED VIOLATIONS AND ALL PENDING LITIGATION, BOTH CIVIL AND CRIMINAL, WHETHER PENDING IN COURT OR NOT, UNDER SUCH ORDINANCES, SAME SHALL NOT BE AFFECTED BY THIS ORDINANCE BUT MAY BE PROSECUTED UNTIL FINAL DISPOSITION BY THE COURTS. SECTION 6. THE CITY SECRETARY OF THE CITY IS HEREBY AUTHORIZED TO PUBLISH THIS ORDINANCE IN BOOK OR PAMPHLET FORM FOR GENERAL DISTRIBUTION AMONG THE PUBLIC, AND THE OPERATIVE PROVISIONS OF THIS ORDINANCE AS SO PUBLISHED SHALL BE ADMISSIBLE IN EVIDENCE IN ALL COURTS WITHOUT FURTHER PROOF THAN THE PRODUCTION THEREOF. SECTION 7. THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, AND IT IS SO ORDAINED.

ORDINANCE NO. 20-024
An ordinance amending Ordinance No. 20-014 relative to the continuation of the proclamation of a local state of disaster; authorizing additional authority related to local state of disaster; adopting and approving certain rules to protect the health of persons in the City; providing for a fine for certain provisions of up to $500 for each offense in violation of this ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication, and an effective date; and declaring an emergency
Any person, firm, corporation, agent or employee thereof who Drive.

- A Specific Use Permit (SUP) to allow for a Private Sporting Club to be located an approximately 2.31-acre portion of Block P, Westlake Entrada, located between Girona Drive and Roses Drive.

Information concerning the above matters may be viewed at www.westlake-tx.org 72 hours prior to the meeting times as noted above. Any interested person will have an opportunity to speak at the virtual public hearing. Should you have any questions regarding these requests, please contact Ron Ruthven, Planning and Development Director at rruthven@westlake-tx.org, or (817)490-5739.

PUBLIC NOTICE
CITY OF SAGINAW
The City of Saginaw Planning and Zoning Commission will conduct a meeting at 6:00 p.m. on May 12, 2020 to consider a request for a change in zoning on approximately 76.613 Acres out of the J Walker Survey Abstract 1602, Tracts 3C and 3E, and the J Bradford Survey, Abstract 183, Tracts 1K and 1 from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Multi Family (MF2), and Light Industrial (LI). Property is located at the Northwest corner of Blue Mound Road (Hwy 156) and E McLeroy Boulevard.
The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on May 19, 2020 to consider the above mentioned request for a change of zoning, contingent upon the receipt of a report regarding the proposed zoning change from the Planning and Zoning Commission.
Both meetings will be in the Council Chambers at City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any questions regarding this matter to Rick Trice at 817-230-0500.

FORT WORTH STAR-TELEGRAM
CLASSIFIEDS
Hire, Sell & Buy

REQUEST FOR COMPETITIVE SEALED PROPOSALS
UPLIFT EDUCATION - MSC
It is the policy of the City to ensure the full and equitable participation of Minority Business Enterprises (MBEs) in the procurement of goods and services. The Request for Proposals will contain specific details as to the MWBE goals requirement for this project.
The successful proposer for this project will be required to furnish a separate Performance Bond, Payment Bond, and a Two-Year Maintenance Bond in the amount of 100 percent of the construction budget or guaranteed maximum price amount.
The City reserves the right to waive irregularities and informalities and accept such proposals or to reject all proposals.
Any proposer that contacts any of the City's elected officials or staff, or the City's design consultants, (except as allowed under Article 2.03 of the Request for Proposals) directly or indirectly after the date of issue of this Request for Proposals for the purpose or appearance of influencing the selection process prior to award shall be immediately disqualified and removed from consideration.
All inquiries relative to this procurement should be addressed to the following:
Attn: Dwight Taylor, Park & Recreation Department
Email: Dwight.Taylor@fortworthtexas.gov
Phone: (817) 392-5746
Key Dates:
April 30, 2020 – First Advertisement
May 7, 2020 – Second Advertisement
May 12, 2020 – Pre-Proposal Conference
May 28, 2020 – Sealed Proposals Due and Opened

SECTION 00 11 13
INVITATION TO BIDDERS
RECEIPT OF BIDS
Due to the COVID19 Emergency declared by the City of Fort Worth and until the emergency declaration, as amended, is rescinded, sealed bids for the construction of SOUTH STAYTON STREET REALIGNMENT, CITY PROJECT NO. 101555 ("Project") will be received by the City of Fort Worth Purchasing Office until 1:30 P.M. CST, Thursday, May 28, 2020 as further described below:
City of Fort Worth
Purchasing Division
All inquiries relative to this procurement should be addressed to the following:
Attn: J.T. Auldridge, PE, PMP, City of Fort Worth
Email: JT.Auldridge@fortworthtexas.gov
Phone: 817-392-7252
AND/OR
Attn: Jordan Everhart, HDR
Email: Jordan.everhart@hdrinc.com
Phone: 972-960-4400
EXPRESSION OF INTERSEST
To ensure bidders are kept up to date of any new information pertinent to this project or the COVID19 emergency declaration, as amended, as it may relate to this project, bidders are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the bidder's company name, contact person, that individuals email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at http://fortworthtexas.gov/purchasing/
PLAN HOLDERS
To ensure you are kept up to date of any new information pertinent to this project such as when an addenda is issued, download the Plan Holder Registration form to your computer, complete and email it to the City Project Manager or the Design Engineer.
The City Project Manager and design Engineer are responsible to upload the Plans Holder Registration form to the Plan Holders folder in BIM360.
Mail your completed Plan Holder Registration form to those listed in INQUIRIES above.
ADVERTISEMENT DATES
Thursday, April 30, 2020
Thursday, May 7, 2020

FORT WORTH STAR-TELEGRAM CLASSIFIEDS.
Hire, Sell & Buy

CLASSIFIEDS 817-332-3333

Toll Free: 800-222-TEXT (8398)

AUTOMOTIVE
Automobiles
Autos/Classic and Specialty
Auto Financing & Insurance
Auto Parts/Service
Motorcycles
SUVs
Trucks & Vans
Misc. Automotive

ANNOUNCEMENTS
Happy Ads
Found
Lost
Personals
Misc. Announcements

OCCASIONS/CELEBRATIONS
Occasions & Celebrations
Misc. Occasions

FINANCIALS
Financials
Business Opportunities
Misc. Financials

ENTERTAINMENT CLASSIFIEDS
Entertainment
Misc. Entertainment

MERCHANDISE
Appliances
Arts & Crafts
Baby/Children's Items
Computers/Video Games
Electronics
Business/Office Equipment
Furniture/Bedroom
Estate Sales
Fine Art
Firearms
Medical/Sporting Goods
Personal Items/Misc.
Pets for Sale
Plants & Landscaping
Tools/Equipment
Jewelry
Lawn & Garden Supplies
Musical Instruments
RV/Camper/Trailers
Wanted to Buy
Wood/Coal & Pellets
Misc. Merchandise

ANIMALS
Birds
Cats
Dogs
Pets
Pets Lost & Found
Pet Services and Supplies
Pets Misc.

FARM & EQUIPMENT
Auctions/Farm
Farm & Ranch & Garden
Farm Equipment Repair/Supplies
Horses & Livestocks
Allotments
Poultry & Eggs!
Timberland & Timber
Misc. Farm & Equipment

RECREATIONS
Airplanes
Boats & Accessories
Camping/Motorhomes
Fishing & Supplies
Hunting & Supplies
ATVs & Accessories
Trailers
Misc.

MISCELLANEOUS
AUCTIONS
GARAGE SALES
CHURCH DIRECTORY

EMPLOYMENT
Accounting
Adm./Clerical
Automotive
Banking & Finance
Biotech
Business Development
Business Opportunities
Construction
Customer Service
Dallas
Distribution & Shipping
Education
Engineering
Fort Worth
Franchise
General Business
General Labor
Government/Political
Government/Politics
Grocery
Healthcare
Hospitality/Hotel
Human Resources
Information Technology
Installation/Main Repair
Insurance
Inventory
Legal
Legal Admin
Management
Manufacturing
Marketing
Media-Journalism
Newspaper
Non Profit/Social Services
Nursing
Other
Part Time
Pharmaceutical
Professional
Professional Services
Purchasing - Procurement
QA - Quality Control
Real Estate
Research
Restaurant
Retail
Sales
Security
Technical
Telecommunications
Training
Transportation
Veterinary Services
Warehouse
Web Design/Development
Work at Home
Schools & Instruction

MISC EMPLOYMENT
Misc Employment
Resumes/Employment Wanted
Schools & Instruction

LEGAL CLASSIFIEDS
Legals & Public Notices
Notice 2 Creditors
Fictitious Names
Divorce
Foreclosure
Misc. Legals
Beverage Notice
Change of name
Estate Administration
Summons

REAL ESTATE

SERVICE DIRECTORY

Place newspaper and online ads at
www.star-telegram.com/classifieds

announcements

misc. announcements

CARDIOLOGY TELEMEDICINE - Dr. Russell Fisher will begin to see his Cardiology patients by telemedicine beginning Monday, March 30, 2020 due to the Coronavirus. Patients may contact the office at 817-510-1060 to schedule. Patients will need a mobile device or computer.

DO YOU Or the Elderly have errands for a small fee we will do them for you Call 682.218.4698

2 SPACES Laurel Land $7500. Call 817-284-3849 or 682-472-5230.

automotive

automobiles

1999 Jaguar XK8 silver convertable pristine cond. Only 51K $12,000 Call 817-219-4098

2016 CHEVY Impala 53k miles $18,997 817-939-8628

2016 Toyota Corolla S, 23kMI, Cln Title Asking $11,900 817-808-6757

auto/class and specialty

21TH GREENVILLE SWAP SWAP MEET & CAR SHOW April 2nd - 4th Hunt County Fairgrounds Free Admission. Park $3.00 Spaces $30-$35. Add $5.00 after Mar 15. Call 903-454-8575.greenvilleswapmeet.com email: reg.gvlswpmt@yahoo.com

CANCELED
Christian Classic Cruisers car shows for March and April
Due to mandate from city NRH
817-284-0875

NO HASSLE PRICING ON:
Honda Certified Used Cars
855-902-9103
HugginsHonda.com

motorcycles

2011 BMW 1200RT 44k mi., new tires, $7990 817-939-8628

recreation

camping/motorhomes

KennedaleCamperSales.com
BUY • SELL • TRADE
OVER 250 NEW AND USED
817-478-6071
FAMILY OWNED AND OPERATED SINCE 1975

hunting & supplies

SPRING TURKEY package, Management in place/ One Tom several counties. 903-238-3006

legals classified

legals & public notices

AT&T MOBILITY PROPOSES TO BUILD A 39-FOOT MONOPOLE small cell Communications Tower at the approx. vicinity of 5700 Wildcat Way, Arlington, Tarrant County, TX, 76017. Public comments regarding potential effects from this site on historic properties may be submitted within 30 days from the date of this publication to: Trileaf Corp, Tyler Sadutto, t.sadutto@trileaf.com, 2550 S IH 35, Suite 200, Austin, Texas 78704, 512.519.9388.

CITY OF FORT WORTH
Sealed bids/proposals will be received until 1:30pm on the dates listed below at the Purchasing Office located at City Hall, 200 Texas St, Fort Worth TX. All bids MUST be in a SEALED ENVELOPE with the BID NUMBER LOCATED ON OUTSIDE OF ENVELOPE. Bids will be accepted by US Mail, courier, FedEx, UPS, or hand delivery from 8:30am - 1:30pm on the dates listed below at the South End Lobby of City Hall. To hand deliver a bid other than on the dates listed below, please make an appointment by calling 817-392-2462. Bids will be opened and read aloud publicly via live stream on FortWorthTV at 2:00pm on the dates listed below.
RFP 20-0054 LIBRARY PATRON INCIDENT TRACKING
04/02/20
ITB 20-0073 BUNKER LINER
04/02/2020
ITB 20-0088 JANITORIAL SERVICES
04/02/20
RFP 20-0093 HOME REPAIRS
04/02/20
ITB 20-0098 K-9 UNIT TRUCKS
04/02/2020
RFP 20-0099 GAMING MACHINE DISPOSAL
04/02/20
20-0106 AMMUNITION
04/02/20
RFP 20-0055 COMMUNITY BASED PROGRAMS
04/09/2020
ITB 20-0105 HAUL TRUCK
04/09/2020
RFP 20-0109 MEDICAL ASO OR TPA EAP PC_DM SERVICES
04/23/2020
RFP 20-0112 STRUCURED CABLING AND SERVICES
4/30/2020
Pre-Proposal Conference via WebEx: Wednesday, April 8, 2020 @ 2:00pm (local time). Call 1-650-479-3208 and enter Access Code 622 949 490
Unless otherwise noted, specifications may be obtained online at: http://fortworthtexas.gov/purchasing/

CITY OF GRAND PRAIRIE
LEGAL NOTICE
You are hereby notified that the Planning and Zoning Commission will consider the following amendments to the Unified Development Code and Zoning Map of the City of Grand Prairie: SU200401/S200401 - Specific Use Permit/Site Plan - Race Trac (City Council District 1). To allow for a convenience store with gasoline/fuel sales on one lot. Zoned Light Industrial District within State Highway-161 Overlay Corridor District, J. Reed Survey, Abstract 1183, Grand Prairie, Dallas County, 4.188-acre property located at the southeast corner of Trinity Boulevard and Roy Orr Boulevard, addressed at 3109 & 3113 Roy Orr Blvd.
Z200401 - Zoning Change - Double Oak (City Council District 6). From PD-328 and Agriculture to

legals & public notices

CITY OF SAGINAW
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.
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 ($2,000.00) for each violation of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.
PASSED AND APPROVED ON this the 17th day of March, 2020. Todd Flippo, Mayor

NOTICE – SARATOGA B PAD
Notice is hereby given that, acting under and pursuant to the Ordinances of the City of Fort Worth, Texas, on or before the 13th day of April, 2020, Blackbeard Operating, LLC, 432-242-0050, will file with the Gas Inspector of the City of Fort Worth, an application for a Multiple Well Site Gas Well Permit located greater than 600 feet from a protected use structure to drill, complete and operate multiple wells for gas upon property located at 3397 Alliance Gateway Freeway, Fort Worth, Texas, Tarrant County, more particularly described in the document of record Document No. D205016661 of the deed records of Tarrant County, Texas, also known as the Saratoga B Pad Site. Informational meetings on drilling and permitting are also conducted by City staff monthly. For dates and locations, see www.fortworthtexas.gov/gaswells or call 817-392-2884.

NOTICE TO BIDDERS
Sealed bids received by the City of Arlington at the Office of the Purchasing Manager, 101 S. Mesquite, Suite 800, Arlington, Texas, 76010 until 2:00 p.m. on the 23rd of April, 2020 for:
BID NUMBER: 20-0068
Annual Requirements Contract to Repair and Replace Ball-field Lamps and Ballasts
Official bid or proposal document(s) are available to any supplier registered on the City's Procurement Portal at https://arlington-tx.ionwave.net/Login.aspx, or by contacting the office of the Purchasing Manager, City Tower Business Office, 101 S. Mesquite Street, 8th Floor, Suite 800, P.O. Box 90231, Arlington, Texas 76004-3231. The City of Arlington reserves the right to reject any or all bids and waive any and all informalities.
s/s Jeff Williams
Mayor
s/s Alex Busken
City Secretary

NOTICE TO BIDDERS
Viridian Municipal Management District ("OWNER") will receive bids for construction of OFFSITE SANITARY SEWER IMPROVEMENTS TO SERVE PHASE 1K – LIFT STATION;

legals & public notices

Notice to the Registered Owner and/or Lienholders of the following Vehicle
Make and Year: Tao Tao ATV
License Plate: NA
Vehicle ID: L5NAEKTS8G1019047
Color: Green
Removed From: 1914 Knoll Crest Dr Arlington, TX
Total Charges: $428.80
Auction Date: 5/7/2020
You are hereby informed that the above described motor vehicle in, our custody at Kelly McKnight Wrecker Service, Inc. at 1108 Harrison Ave., Arlington TX. Telephone number 817-265-1336. If the described motor vehicle is not reclaimed, they shall be reported to the Arlington Police Dept as abandoned and subject to public auction. This notice is given in compliance to the Vehicle Storage Facility Act 6657-9a Chapter 79, 9b

NTTA
RFP 05142-NTT-00-CS-HR
Retirement Plan Administrator
The North Texas Tollway Authority (NTTA) will receive Proposals until April 24, 2020 at 02:00 pm (CST) at the Customer Service Center, 5900 W. Plano Pkwy., Plano, Texas 75093.
A copy of the RFP and more information can be downloaded at https://www.nttamarketplace.org. Questions should be submitted online at https://www.nttamarketplace.org by the question deadline.
To participate in an NTTA procurement, a prospective Vendor must complete the vendor registration process through https://www.nttamarketplace.org
NOTE: If not registered, a prospective Vendor cannot be considered responsive, and is thus ineligible for a procurement award.
Email bidpurchasing@ntta.org for questions on registration or use of website.

PUBLIC NOTICE
CITY OF SAGINAW
The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on April 14, 2020 to consider a request for a change in zoning on approximately 76.613 Acres out of the J Walker Survey, Abstract 1602, Tracts 3C and 3E, and the J Bradford Survey, Abstract 183, Tracts 1K and 1 from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Multi Family (MF2), and Light Industrial (LI). Property is located at the Northwest corner of Blue Mound Road (Hwy 156) and East McLeroy Boulevard.
The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on April 21, 2020 to consider the above mentioned request for a change of zoning, contingent upon the receipt of a report regarding the proposed zoning change from the Planning and Zoning Commission. Both meetings will be held in the Council Chambers at City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any questions regarding this matter to Rick Trice at 817-230-0500.

Storage units to be sold pursuant to Chapter 59 of the Texas Property Code. The property is being sold to satisfy a landlord's lien on Wednesday Apr 15th 2020 At 1:00 pm, at All Storage, 715 W Harris Rd., Arlington, Texas 76001.

medical equipment/supplies

4 WHEEL WALKER SEAT BRAKE STORAGE $50 817-284-1811

ADULT FOLDING wheelchair Excellent condition $75 Call 817-284-1811

RESMED PLUS CPAP, CASE, HOSE MASK. $50 817-284-1811

wanted to buy

WANTED FREON R12. We pay CASH.R12 R500 R11. Convenient. Certified professionals312-291-9169 RefrigerantFinders.com/od

misc. merchandise

FOR SALE - Delta Industrial Unisaw, Model#36-L53L, 10", 5 HP, left tilt, 52" Bisemeyer T- square, commercial fence, mobile base, $1,500.00 spear521@aol.com 817-454-7651

animals

dogs

AKC Reg Golden Retriever Pups. Taking dep Will have Vet chkup $850. Ready About April 4th 254-717-6483 or 254-715-3922

AUSTRALIAN Shepherd. tiny toys females, Registered, red/blk tris 580-504-0585

BOXER PUPPIES! LOVING, GENTLE, UTD SHOTS! CALL/ TEXT 817.789.3739. $200

GERMAN SHEPHERD PUPPIES - 3 males and 6 females black and tan tan and black $600. 469-576-4562



GERMAN SHEPHERD Puppies - See Cute Video $750 717-917-0600 www.LancasterPuppies.com

Great Pyrenees/Border Aussie $600 Delivered 817-933-1415

SCHNAUZER MINI AKC Males Only, b/s, 9mos & older, shots incl. $300 firm 817.657.1187

farm & equipment

farm equipment repair/supplies

30X40X10 Metal Bldg 1 walk door & slab $18,000. Family owned & operated since 1972 millersmetal buildings.com 817-295-6022

real estate

real estate for sale

EILEEN PETROSKI



real estate misc. for sale

CEMETERY SPACES - greenwood cemetary live oak lot 2805 space 2&3 $8,000.00 817-994-2132 bgwilly@windstream.net 817-994-2132

homes for rent

▼arlington

2/1 HOUSE fenced, W/D, oven/fridge, I-30/ Green Oaks. $1,050 all bills paid. Sr Disc 817-808-9296

▼fort worth

76105 - Cute 1Yo 3bd, 1 ba Duplex $875mo + dep. 817-903-5235

apartments/condos for rent



76010 BILLS PAID! $100 Dep $25 app fee, eff, 1,2,& 3 bedrooms. Call817-640-1051 for availability

townhomes for rent

TOWNHOME. 3526 Tads Ln, Arlington, TX 76014. Community pool, 1610 sq ft, 3 br, 2.5 ba, laund, bkrd with shed, covered patio, loft, kitchen, garage. $1650 deposit. $1650 mthly. 214-587-1009

manufactured homes for sale

7312 Starling Joshua Area
Small mobile home 1 ac, $1500 dwn, No Texting 254-485-1584 M-S 10a-4p

farm & acreage

Hunting/Investment/Recreational Property. We have some of the best in Texas, from the Hill Country (Edwards, Menard, Coke, Val Verde County, Free Ranging Exotics) to South Texas (Kinney, Duval, Live Oak County, Whitetail, Hogs). Large acreage or small. 30 Year Fixed Rate Owner Financing, Only 5% Down. Call Toll Free or Email For Individual Prices and Terms. ranchenterprisesltd.com 800-876-9720

commercial real estate for rent

Commercial Flex Space
Near Lockheed
Approx. 2,940-3,200 sq ft
$3,295-$3,895 mo.
Gene Thompson & Associates
(817) 246-4646 gtatx.com



- RENT Office Space downtown FTW high rise building $509.00 regaldesignsgrp@outlook.com 817-805-7285817-805-7285, regaldesignsgrp@outlook.com

miscellaneous



City of Saginaw

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

May 4, 2020

NOTICE OF PUBLIC HEARINGS

THIS IS A REQUESTED CHANGE IN PROPERTY ZONING

RE: PZ 0420-01 Consideration of a request to change zoning from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Light Industrial (LI) and Multi Family (MF2) on 76.613 acres of land out of J Walker Survey Abstract 1602, Tracts 3C and 3E, and the J Bradford Survey, Abstract 183, Tracts 1K and 1, located north of East McLeroy Blvd, and west of Blue Mound Road (Hwy 156).

Dear Property Owner:

The Planning and Zoning Commission of the City of Saginaw will hold a meeting on the 12th day of May, 2020 at 6:00 p.m. and the City Council of the City of Saginaw, Texas, will hold a Public Hearing on the 19th day of May, 2020 at 6:00 p.m. at the Saginaw City Hall, 333 West McLeroy Boulevard, Saginaw, Texas, for the purpose of considering a request from Michael Clark, with Winkelmann & Associates, Inc. at 6750 Hillcrest Plaza #215, Dallas Texas, 75230 to change the zoning on the above mentioned property from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Light Industrial (LI) and Multi Family (MF2).

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

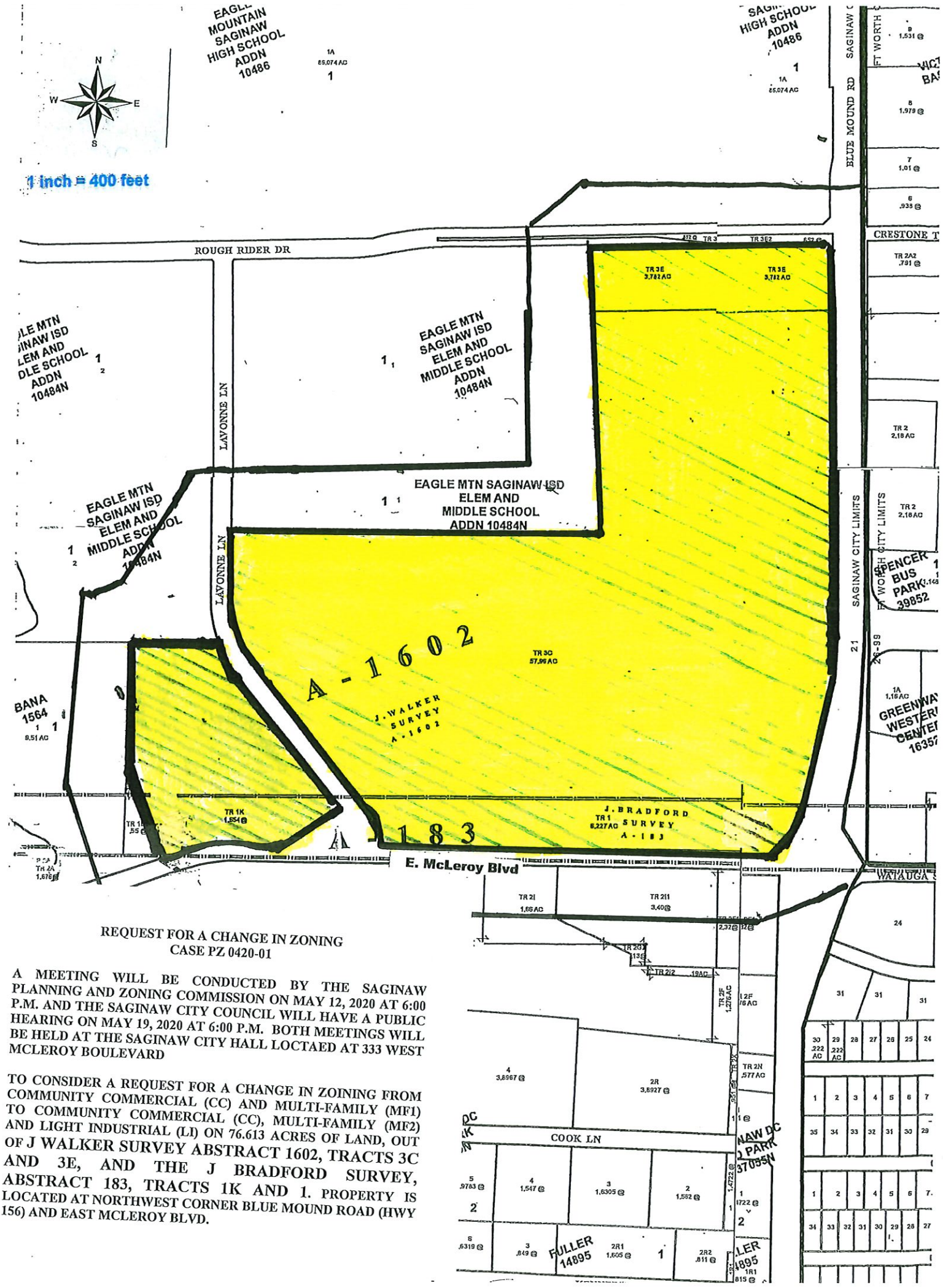
The enclosed map (highlighted area) shows the area of request. The circle around the area is that within which property owners are required by law to be notified. Only that area which is highlighted is the property to be considered.

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

Sincerely,

Mary Ragle
Planning & Zoning Secretary

Enclosures: Map of requested property and reply form.



REQUEST FOR A CHANGE IN ZONING
CASE PZ 0420-01

A MEETING WILL BE CONDUCTED BY THE SAGINAW PLANNING AND ZONING COMMISSION ON MAY 12, 2020 AT 6:00 P.M. AND THE SAGINAW CITY COUNCIL WILL HAVE A PUBLIC HEARING ON MAY 19, 2020 AT 6:00 P.M. BOTH MEETINGS WILL BE HELD AT THE SAGINAW CITY HALL LOCTAED AT 333 WEST MCLEROY BOULEVARD

TO CONSIDER A REQUEST FOR A CHANGE IN ZOINING FROM COMMUNITY COMMERCIAL (CC) AND MULTI-FAMILY (MF1) TO COMMUNITY COMMERCIAL (CC), MULTI-FAMILY (MF2) AND LIGHT INDUSTRIAL (LI) ON 76.613 ACRES OF LAND, OUT OF J WALKER SURVEY ABSTRACT 1602, TRACTS 3C AND 3E, AND THE J BRADFORD SURVEY, ABSTRACT 183, TRACTS 1K AND 1. PROPERTY IS LOCATED AT NORTHWEST CORNER BLUE MOUND ROAD (HWY 156) AND EAST MCLEROY BLVD.

REPLY FORM

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

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

REPLY

RE: Planning and Zoning Meeting on 5/12/2020 and City Council Meeting on 5/19//2020 to consider a request for change in zoning on property located at the NWC of E. McLeroy Blvd. and Blue Mound Rd (FM156).

Name:_____

Address:_____

Phone Number:_____

( ) In Favor

( ) Opposed

Reasons and/or Comments

_____

_____

_____

_____

_____

_____

_____

_____

_____

NWC E BAILEY BOSWELL FM 156

LEGAL	NAME	MAILING ADDRESS	CITY	STATE	ZIP	PROPERTY ADDRESS IF DIFFERENT FROM MAILING ADDRESS
10486 & 10484N	EAGLE MOUNTAIN SAGINAW ISD	1200 N OLD DECATUR ROAD	SAGINAW	TX	76179	BM Rd and Lavonne Rd
A 183 1B	BANA, INC	624 E MCLEROY BLVD	SAGINAW	TX	76179	851 E McLeroy Blvd
A 345 2F	U S A	P O BOX 17300	FORT WORTH	TX	76116	1102 E McLeroy Blvd
A 345 2F1	ICON TEXAS DEVELOPMENT	4037 LEGACY TDR	CARROLLTON	TX	75010	1150 McLeroy Blvd

CITY OF SAGINAW
PLANNING AND ZONING COMMISSION APPLICATION
APPLICATION FOR REQUEST TO CHANGE ZONING

CASE NUMBER: PZ042001

All information required in the Zoning Ordinance #2002-04 and/or the Subdivision Ordinance # 2006-10 of the City of Saginaw must be received in the Building Inspection Office by 12:00 noon on the 28th day (always a Tuesday) prior to the Planning and Zoning Commission meeting. Zoning change requests must be accompanied by Exhibits showing existing zoning and proposed zoning.

The office personnel will strictly adhere to the submittal deadline date and time. THERE WILL BE NO EXCEPTIONS. Failure to submit the appropriate signed applications, required information, engineering details, or payment of the required fees will result in refusal of the application.

Acceptance of an application IS NOT A GUARANTEE that an applicant's case will be scheduled for a SPECIFIC AGENDA DATE. After reviewing the application the office personnel will contact the applicant for any required corrections. The agenda date will set after compliance by the applicant of all the required information has been submitted and approved for submittal to the City of Saginaw or Planning and Zoning Commission for consideration.

REQUEST FOR CONSIDERATION OF

ZONING CHANGE (✓) PLANNED DEVELOPMENT ( ) DEVELOPMENT PLAN ( )

FLOODWAY OR FLOODPLAIN DEVELOPMENT ( )

CURRENT ZONING: CC & MF1 PROPOSED ZONING: CC/MF2/ /LI

LEGAL DESCRIPTION: *(fill in the one that applies)* See attached Exhibit A.

LOT:_____ BLOCK:_____ ADDITION:_____

TRACT:_____ ABSTRACT:_____ SURVEY:_____

(IF LEGAL DESCRIPTION IS TOO LONG ATTACH A COMPLETE COPY)

ADDRESS and/ or LOCATION OF PROPERTY:
NWC McELROY & FM156

NAME OF PROPOSED DEVELOPMENT: _____

TOTAL ACREAGE OF PROPERTY: 76.613 AC

REASON FOR ZONING REQUEST: (please be specific)

TO ADJUST ZONING DISTRICT LINES TO CORRELATE WITH ROADWAY EXTENSIONS, PROPERTY LINES & PROPOSED DEVELOPMENT SCHEME

(Use additional sheets and attach if necessary)

CURRENT ZONING: MF-1 & CC

REQUESTED ZONING: CC
MF-1 & SF(A)
L.I

I hereby certify that I will follow all Ordinances as set forth by the city of Saginaw with respect to my Subdivision and understand that copies of the Zoning Ordinance and Subdivision Ordinance are available for my purchase. I further understand that the payment of the required fees does not in any way guarantee approval of my request or obligate the city in any way to refund said fees.

OWNER'S SIGNATURE: Lavonne White PHONE #: 817-281-7671

and/or OPTION HOLDER: _____ PHONE #: _____

OWNER'S NAME:(Please Print) LAVONNE WHITE

OWNER'S ADDRESS: 5748 SAHAMAC DR. WATAUGA TX 76148

APPLICANT'S SIGNATURE: _____ PHONE # : 214801 7216

APPLICANT'S NAME: MICHAEL CLARK

APPLICANT'S ADDRESS: WINKELMANN & ASSOCIATES, INC
6750 HILLCREST PLAZA #215
DALLAS TX 75230

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: M Rangle DATE: 2-5-2020 TIME: _____

FEE FOR APPLICATION: $1500. RECEIPT #: 178334

SUBMITTED INFORMATION REVIEWED BY: City Staff, City Engineer, Fire Dept

PLANNING AND ZONING COMMISSION MEETING DATE: 4/14/20

ACTION TAKEN: _____

CITY COUNCIL MEETING DATE: 4-21-2020

ACTION TAKEN: _____

PROPERTY DESCRIPTION
TRACT A

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a Mag-Nail with shiner stamped "W.A.I. R.P.L.S. 5714" found for the Southeast corner of said Cheri Elaine Walker & Judy Lynn Hartt tract and the Southwest corner of a corner clip at the intersection of the West right-of-way of Blue Mound Road (F.M. 156), a variable width right-of-way, and the North right-of-way of McLeroy Boulevard, a variable width right-of-way;

THENCE North 89 deg 16 min 11 sec West, along the North right-of-way of said McLeroy Boulevard and the Southerly line of said Cheri Elaine Walker & Judy Lynn Hartt tract, a distance of 1,391.79 feet to a point for corner, said point being the beginning of a non-tangent curve to the left, with a radius of 800.00 feet, a central angle of 44 deg 21 min 00 sec, a chord bearing of North 68 deg 14 min 17 sec East, and a chord length of 603.90 feet;

THENCE departing the North right-of-way of said McLeroy Boulevard and over and across said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

Along said non-tangent curve to the left, an arc distance of 619.24 feet to a point for corner:

North 46 deg 02 min 01 sec East, a distance of 482.68 feet to a point for corner, said point being the beginning of a curve to the right, with a radius of 800.00 feet, a central angle of 44 deg 45 min 06 sec, a chord bearing of North 68 deg 24 min 34 sec East, and a chord length of 609.09 feet;

Along said curve to the right, an arc distance of 624.85 feet to a point for corner;

South 89 deg 12 min 53 sec East, a distance of 155.62 feet to a point for corner, said point being situated in the West right-of-way of said Blue Mound Road (F.M. 156) and the Easterly line of said Cheri Elaine Walker & Judy Lynn Hartt tract;

THENCE along the West right-of-way of said Blue Mound Road (F.M. 156) and the East line of said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

South 00 deg 50 min 30 sec East, a distance of 43.78 feet to a 5/8-inch iron rod with yellow plastic cap stamped "SAMLLC" found for corner;

South 10 deg 52 min 15 sec West, a distance of 574.10 feet to a 5/8-inch iron rod found for the Northerly corner of said corner clip;

THENCE South 34 deg 24 min 27 sec West, continuing along said corner clip, a distance of 231.68 feet to the POINT OF BEGINNNIG.

CONTAINING within these metes and bounds 15.025 acres or 654,502 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

PROPERTY DESCRIPTION
TRACT B

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found at the Northwest end of a corner clip at the intersection of the South right-of-way line of Rough Rider Drive (variable width right-of-way) and the West right-of-way line of Blue Mound Road (variable width right-of-way);

THENCE South 45 deg 59 min 44 sec East, along said corner clip, a distance of 35.41 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner, said iron rod being situated in said West right-of-way line and the East line of said Cheri Elaine Walker & Judy Lynn Hartt tract;

THENCE South 00 deg 50 min 30 sec East, along the West right-of-way line of said Blue Mound Road and the East line of said Cheri Elaine Walker & Judy Lynn Hartt tract, a distance of 1,321.18 feet to a point for corner;

THENCE departing the West right-of-way line of said Blue Mountain Road and over and across said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

North 89 deg 12 min 53 sec West, a distance of 155.62 feet to a point for corner, said point being the beginning of a curve to the left, with a radius of 800.00 feet, a central angle of 08 deg 37 min 55 sec, a chord bearing of South 86 deg 28 min 10 sec West, and a chord length of 120.41 feet;

Along said curve to the left, an arc distance of 120.52 feet to a point for corner;

North 00 deg 50 min 30 sec West, a distance of 1,124.68 feet to a point for corner;

South 89 deg 05 min 11 sec West, a distance of 153.53 feet to a point for corner;

North 00 deg 50 min 30 sec West, a distance of 222.40 feet to a point for corner, said point being situated in the Southerly right-of-way of said Rough Rider Drive;

North 89 deg 05 min 11 sec East, along the Southerly right-of-way of said Rough Rider Drive, a distance of 404.25 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 9.283 acres or 404,387 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

PROPERTY DESCRIPTION
TRACT C

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a Mag-Nail with shiner stamped "W.A.I. R.P.L.S. 5714" found at the intersection of the North right-of-way of McLeroy Boulevard and the Northeasterly right-of-way of Lavonne Lane, a 68-foot right-of-way, said iron rod being situated in the Southerly line of said Cheri Elaine Walker & Judy Lynn Hartt tract;

THENCE departing the North right-of-way of said McLeroy Boulevard and along the Northeasterly right-of-way of said Lavonne Lane and over and across said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

> North 00 deg 43 min 49 sec East, a distance of 49.81 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner, said iron rod being the beginning of a curve to the left, with a radius of 168.00 feet, a central angle of 40 deg 25 min 39 sec East, a chord bearing of North 19 deg 28 min 55 sec West, and a chord length of 116.10 feet;
>
> Along said curve to the left, an arc distance of 118.54 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner;
>
> North 39 deg 41 min 48 sec West, a distance of 602.37 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner, said iron rod being the beginning of a curve to the right, with a radius of 416.00 feet, a central angle of 39 deg 02 min 13 sec, a chord bearing of North 20 deg 10 min 42 sec West, and a chord length of 277.98 feet;
>
> Along said curve to the right, an arc distance of 283.43 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner;
>
> North 00 deg 39 min 36 sec West, a distance of 225.27 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Southwest corner of Lot 1, Block 1, Eagle Mountain-Saginaw ISD Elementary and Middle School Addition, an addition to the City of Saginaw, Tarrant County, Texas, according to the plat thereof recorded in County Clerk's Instrument Number D211200490, Official Public Records, Tarrant County, Texas;

THENCE South 89 deg 45 min 01 sec East, departing the Easterly right-of-way of said Lavonne Lane and continuing over and across said Cheri Elaine Walker & Judy Lynn

Hartt tract, a distance of 1,246.96 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Southeast corner of said Lot 1;

THENCE North 00 deg 50 min 30 sec West, along the East line of said Lot 1 and continuing over and across said Cheri Elaine Walker & Judy Lynn Hartt tract, a distance of 1,009.30 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner, said iron rod being situated in the Southerly right-of-way of Rough Rider Drive, a variable width right-of-way;

THENCE North 89 deg 05 min 11 sec East, departing the Easterly line of said Lot 1 and continuing over and across said Cheri Elaine Walker & Judy Lynn Hartt tract and along the Southerly right-of-way of said Rough Rider Drive, a distance of 470.40 feet to a point for corner;

THENCE departing the Southerly right-of-way of said Rough Rider Drive and continuing over and across said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

South 00 deg 50 min 30 sec East, a distance of 222.40 feet to a point for corner,

North 89 deg 05 min 11 sec East, a distance of 153.53 feet to a point for corner;

South 00 deg 50 min 30 sec East, a distance of 1,124.68 feet to a point for corner, said point being the beginning of non-tangent curve to the left, with a radius of 800.00 feet, a central angle of 36 deg 07 min 11 sec, a chord bearing of South 64 deg 05 min 37 sec West, and a chord length of 496.02 feet;

Along said non-tangent curve to the left, an arc distance of 504.33 feet to a point for corner;

South 46 deg 02 min 01 sec West, a distance of 482.68 feet to a point for corner, said point being the beginning of a curve to the right, with a radius of 800.00 feet, a central angle of 44 deg 21 min 00 sec, a chord bearing of South 68 deg 14 min 17 sec West, and a chord length of 603.90 feet;

Along said curve to the right, an arc distance of 619.24 to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 44.993 acres or 1,959,897 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

PROPERTY DESCRIPTION
TRACT D

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164, Deed Records, Tarrant County, Texas, and being more particularly described as follows: and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the Northeasterly corner of a non-tangent curving corner clip to the right, at the intersection of the Westerly right-of-way line of Lavonne Lane and the Northerly right-of-way line of McLeroy Boulevard (variable width right-of-way), said non-tangent curve to the right, having a radius of 1,199.19 feet, a central angle of 16 deg 14 min 46 sec, a chord bearing of South 60 deg 22 min 57 sec West and a chord length of 338.89 feet;

THENCE along said non-tangent curving corner clip and said curve to the right, an arc distance of 340.03 feet to a MAG nail with shiner stamped "W.A.I. R.P.L.S. 5714" set for corner, said MAG nail being situated in the approximate centerline of said McLeroy Boulevard;

THENCE North 89 deg 16 min 11 sec West, along said approximate centerline, a distance of 255.21 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the Southeast corner of a tract of land as described in deed to Bana, Inc., recorded in County Clerk's File No. D216107091, Deed Records, Tarrant County, Texas;

THENCE North 20 deg 07 min 00 sec West, departing said approximate centerline and along the Easterly line of said Bana, Inc. tract, a distance of 377.94 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 00 deg 49 min 13 sec West, departing the North line of said Bana, Inc. tract, a distance of 356.73 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 89 deg 55 min 47 sec East, a distance of 266.02 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the Westerly right-of-way line of said Levonne Lane and being the beginning of a non-tangent curve to the left having a radius of 484.00 feet, a central angle of 19

deg 24 min 51 sec, a chord bearing of South 29 deg 59 min 23 sec East and a chord length of 163.22 feet;

THENCE along said Westerly right-of-way line and said non-tangent curve to the left, an arc distance of 164.00 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner;

THENCE South 39 deg 41 min 48 sec East, along said Westerly right-of-way line, a distance of 528.07 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 7.311 acres or 318,451 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

EXISTING

1

EXISTING ZONING
BLUE MOUND RD. (FM 156) &
E. McLEROY BLVD
SAGINAW, TX

Winkelmann & Associates, Inc.

No.	DATE	REVISION	APPROV
6.			
5.			
4.			
3.			
2.			
1.			

PROPOSED

2	PROPOSED ZONING BLUE MOUND RD. (FM 156) & E. McLEROY BLVD SAGINAW, TX	Winkelmann & Associates, Inc. CONSULTING CIVIL ENGINEERS & SURVEYORS 8750 MILDRED PLACE DRIVE, SUITE 210 DALLAS, TEXAS 75238 (972) 490-7090 Texas Engineer Registration No. 88 (972) 490-7096 FAX Texas Surveyor Registration No. 100618-00 COPYRIGHT © 2020, Winkelmann & Associates, Inc.	No. / DATE / REVISION / APPROV. 6. 5. 4. 3. 2. 1.

C:\GIS\DEVZONE\MXD\Exhibits\19126 Zoning Change Exhibit.dwg 19126

LAST SAVED BY: DREW February 26, 2020

City of Saginaw

DATE: May 7, 2020

TO: Chairman and Members of the Planning and Zoning Commission

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

SUBJECT: Consideration and Action regarding Approval of a Preliminary Plat for The Square, being 27.246 Acres out of the Benjamin Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County Texas

This item is a request from the developer, AM & JK Development LLC, for a Preliminary Plat for The Square consisting of 12 lots zoned Planned Development (PD). The Square is generally located North and West of the Saginaw Walmart between Saginaw Boulevard and Old Decatur Road.

Saginaw Square Boulevard – 37' concrete roadway/70' right-of-way (16.5' parkways)

The underlying zoning for the 12 lots is:

Lots 1 & 2	Community Commercial (CC)
Lot 3 & 5	Multi-Family (MF2)
Lot 4	Community Commercial/Multi-Family (MF2)
Lot 6	Open Space (Drainage)
Lots 7-12	Community Commercial

CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
APPLICATION FOR CONSIDERATION OF A PLAT

CASE NUMBER: _____

All information required in the Zoning Ordinance #2002-04 and/or the Subdivision Ordinance #2006-10 of the City of Saginaw must be received in the Community Development Office by 12:00 noon on the 28th day (always a Tuesday) prior to the Planning and Zoning Commission meeting.

All applications must be accompanied by **6 prints**, 1 submittal, 30 prints after staff approval, 22" X 34". These must be **folded to 8½" x 11"** so that the title block or other identifying information is shown on the front. Plats shall be drawn at a scale of 1" = 100' or larger. The original mylar shall also accompany copies of any final plat.

The office personnel will strictly adhere to the submittal deadline date and time. THERE WILL BE NO EXCEPTIONS. Failure to submit the appropriate signed applications, required information, engineering details, or payment of the required fees will result in refusal of the application. The application is not considered complete until all requirements are met.

Acceptance of an application IS NOT A GUARANTEE that an applicant's case will be scheduled for a SPECIFIC AGENDA DATE. After reviewing the application the office personnel will contact the applicant for any required corrections. The agenda date will be set after compliance by the applicant of all the requirements contained in the City of Saginaw's Zoning Ordinance and Sub Division Ordinance.

REQUEST FOR CONSIDERATION OF

PRELIMINARY PLAT (X) FINAL PLAT ( ) REPLAT ( ) AMENDED PLAT ( )

LEGAL DESCRIPTION: *(fill in the one that applies)* See attached

LOT:_____BLOCK:_____ADDITION:_____

TRACT:_____ABSTRACT_____SURVEY:_____

(IF LEGAL DESCRIPTION IS TOO LONG ATTACH A COMPLETE COPY)

ADDRESS and/ or LOCATION OF PROPERTY: _____

NWC of Bailey Boswell and Saginaw Blvd

NAME OF PROPOSED DEVELOPMENT: THE SQUARE

TOTAL ACREAGE OF PROPERTY: 27.24

(use additional sheets and attach if necessary)

I hereby certify that I will follow all Ordinances as set forth by the city of Saginaw with respect to my Development and understand that copies of the Zoning Ordinance and Subdivision Ordinance are available for my purchase. I further understand that the payment of the required fees does not in any way guarantee approval of my request or obligate the city in any way to refund said fees.

OWNER'S SIGNATURE: _____ PHONE #: 469-713-9955

and/or OPTION HOLDER: _____ PHONE #: _____

OWNER'S NAME:(Please Print) ~~FAROOQ WAZIRALI~~ AM & JC Development

OWNER'S ADDRESS: 2667 NORTHAVEN ROAD, DALLAS, TX 75229

APPLICANT'S SIGNATURE: _____ PHONE # : 972-490-7090

APPLICANT'S NAME: Winkelmann and Associates, Inc.

APPLICANT'S ADDRESS: 6750 Hillcrest Plaza Drive, #325, Dallas, Tx 75229

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: _____ DATE: 2-11-19 TIME: 1:28 PM

FEE FOR APPLICATION: 400.00 RECEIPT #: 171735

SUBMITTED INFORMATION REVIEWED BY: _____

PLANNING AND ZONING COMMISSION MEETING DATE: _____

ACTION TAKEN: _____

CITY COUNCIL MEETING DATE: _____

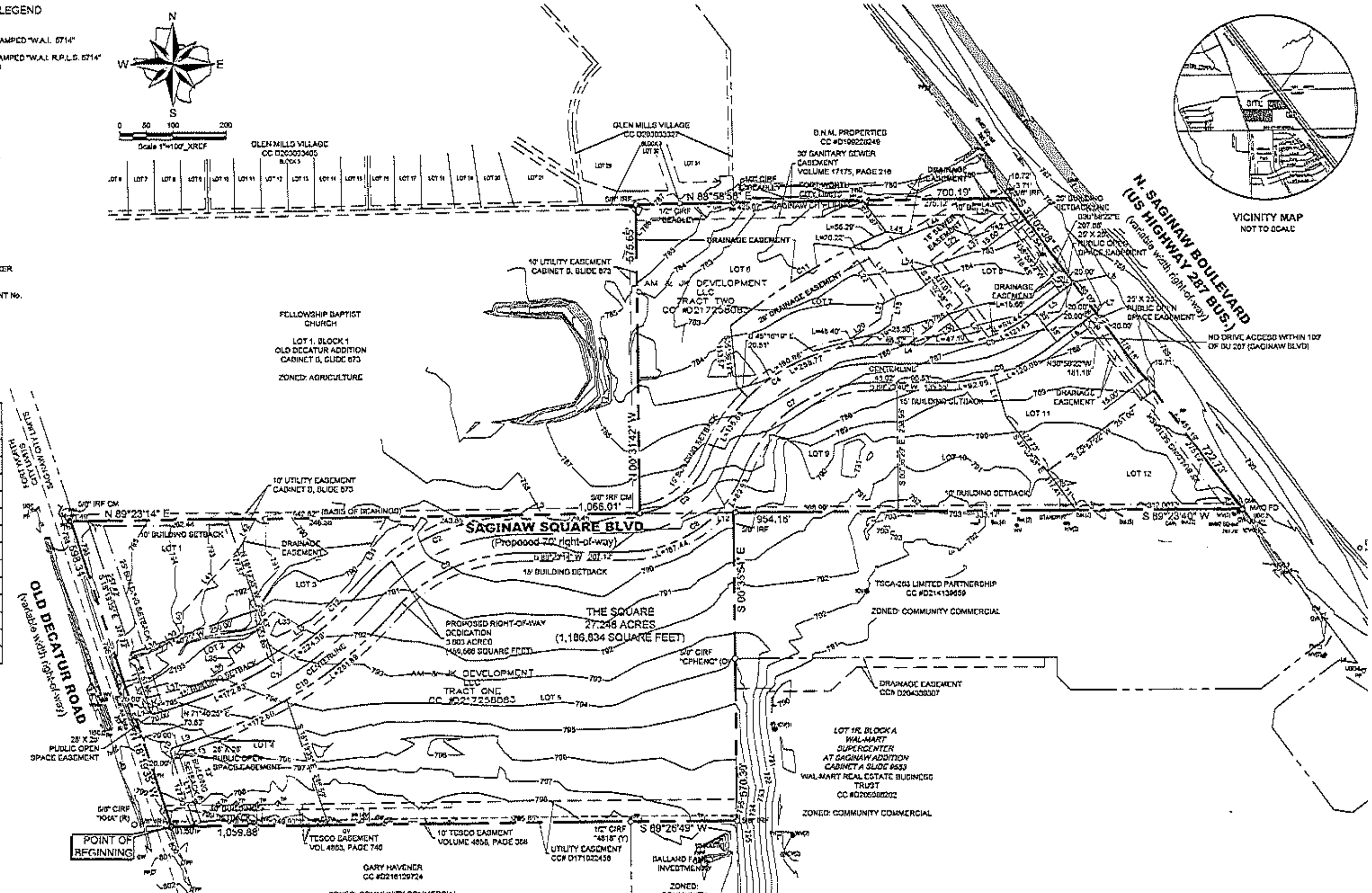
ACTION TAKEN: _____

ABBREVIATION LEGEND

ABBR.	DEFINITION
IRF	IRON ROD FOUND
CIRS	IRON ROD SET w/RED CAP STAMPED "W.A.I. 5714"
CIRF	IRON ROD FOUND w/CAP
MAG	MAG-NAIL SET w/WASHER STAMPED "W.A.I. R.P.L.S. 5714"
XCF	"X" CUT IN CONCRETE FOUND
PKS	PK NAIL SET
PKF	PK NAIL FOUND
PP	POWER POLE
GW	GUY WIRE
MH	MANHOLE
WV	WATER VALVE
TP	TELEPHONE PEDESTAL
WM	WATER METER
FH	FIRE HYDRANT
ICV	IRRIGATION CONTROL VALVE
CO	CLEANOUT
AC	AIR CONDITIONER
SB	SIGNAL BOX
SP	SIGNAL POLE
SN	SIGN
SS	SANITARY SEWER
SW	STORM SEWER
TPAD	TRANSFORMER PAD
GM	GAS METER
GMK	GAS MARKER
TMK	TELEPHONE MARKER
TSN	TRAFFIC SIGN
UGC	UNDERGROUND CABLE MARKER
EB	ELECTRIC BOX
EM	ELECTRIC METER
CC#	COUNTY CLERKS INSTRUMENT No.
CM	CONTROLLING MONUMENT
GI	GRATE INLET
IN	INLET
HC	HANDICAPPED
MP	METAL POST
MB	MAIL BOX
BILLB	BILLBOARD
GL	GROUND LIGHT
LP	LIGHT POLE

LOT AREA TABLE

LOT	SQ. FT.	ACRES
1	54,373	1.248
2	29,459	0.676
3	58,106	1.334
4	46,373	1.065
5	370,462	8.505
6	130,360	2.993
7	64,712	1.486
8	60,673	1.393
9	59,748	1.372
10	59,897	1.375
11	45,831	1.052
12	45,773	1.051
RIGHT-OF-WAY	161,056	3.697



GARY HAVENER
CC #D216129724

ZONED: COMMUNITY COMMERCIAL

BENCHMARKS

BM#1 - Railroad spike in asphalt, East right-of-way line of Old Decatur Road, ±196.3 feet Northwest of the Southwest corner of Tract 1.

ELEVATION - 797.16 feet

BM#2 SQ-cut situated in a concrete pad for water valves at the Southeast corner of the property, 1'± South of the Southeast Property Corner and 6' West of the Southeast property corner and the Westerly right-of-way of US Highway 287 Business (N. Saginaw Boulevard)

ELEV=791.70'

BM#3 SQ-cut in a Headwall near the Northeast corner of the property along the Southwesterly right-of-way of US Highway 287 Business (N. Saginaw Boulevard), 15'± West and 102'± North of the Northwest property corner

ELEV=785.19'

FLOOD NOTE

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48439C0045K, dated September 25, 2009, this property is within Flood Zone X.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

NOTES:

1) Subject property is zoned PD(CC, MF2, OS) per Ordinance No. 2019-07.

2) All lot corners will be set with a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714".

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

PRELIMINARY PLAT
THE SQUARE
LOTS 1-12, BLOCK 1
BEING 27.246 ACRES (1,186,834 SQ. FT.) OUT OF THE BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497
CITY OF SAGINAW, TARRANT COUNTY, TEXAS

OWNER:
AM & JK Development LLC
927 Condor Dr.
Coppell, Texas 75019

SURVEYOR:
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 215
Dallas, Texas 75230
ph# 972-490-7090

No.	DATE	REVISION	APPROV

BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75223

PRELIMINARY PLAT
THE SQUARE
LOTS 1-12, BLOCK 1

Date: 02.24.20
Scale: 1"=100'_XREF
File: 77331-PPLT
Project No.: 77331

SHEET 1 OF 2

G:\77331\SURVEY\Plat\77331-PPLT.dwg

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF TARRANT §

WE, AM & JK Development LLC, are the sole owners of a tract of land situated in the BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497, City of Saginaw, Tarrant County, Texas, and being all of Tract 1 & 2 as described in deed to AM & JK Development, LLC, according to County Clerk's Instrument Number 24756583, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found for the Southwest corner of said Tract 1 and the Northwest corner of a tract of land described in deed to Gary Havener, as recorded in County Clerk's Instrument No. 219129724, Official Public Records, Tarrant County, Texas, said point being situated in the Easterly right-of-way of Old Decatur Road, a variable width right-of-way;

THENCE North 28 deg 59 min 35 sec West, along the Easterly right-of-way of said Decatur Road and the West line of said Tract 1, a distance of 598.34 feet to a 5/8-inch iron rod found for the Northwest corner of said Tract 1;

THENCE North 89 deg 23 min 14 sec East, along the North line of said Tract 1, a distance of 1,056.01 feet to a 5/8-inch iron rod found for the Southeasterly corner of Lot 2, Block 2, Old Decatur Addition, an addition to the City of Saginaw, according to the Plat thereof recorded in Cabinet B, Slide 873, said iron rod being the Southwest corner of said Tract 2;

THENCE North 00 deg 31 min 42 sec West, departing the North line of said Tract 1 and along the West line of said Tract 2, a distance of 273.65 feet to a 5/8-inch iron rod found for the Northwest corner of said Tract 2, said iron rod being situated in the South line of Lot 30, Block 2, Glen Mills Village, an addition to the City of Saginaw, according to the plat thereof recorded in County Clerk's Instrument No. D205033327, Official Public Records, Tarrant County, Texas;

THENCE North 88 deg 58 min 58 sec East, along the North line of said Tract 2, a distance of 700.33 feet to a 5/8-inch iron rod found for the Northeast corner of said Tract 2 and the Southeast corner of a tract of land as described in deed to B.N.M. Properties, as recorded in County Clerk's Instrument No. D199228269, Official Public Records, Tarrant County, Texas, said iron rod being situated in the Southwesterly right-of-way of U.S. Highway 287 Business, a variable width right-of-way;

THENCE South 37 deg 02 min 58 sec East, along the Easterly line of said Tract 1 and the Southwesterly right-of-way of said U.S. Highway 287 Business, a distance of 722.72 feet to a Magnail found for the Southeast corner of said Tract 2 and the Northeast corner of a tract of land as described in deed to TSC A-253 Limited Partnership, as recorded in County Clerk's Instrument No. D214239659, Official Public Records, Tarrant County, Texas;

THENCE South 85 deg 23 min 40 sec West, departing the Southwesterly right-of-way of said U.S. Highway 287 Business and along the South line said Tract 2, a distance of 954.16 feet to a 5/8-inch iron rod found for the Northeast corner of said Tract 1 and the Northwest corner of said TSC A-235 tract;

THENCE South 00 deg 35 min 54 sec East, departing the Southerly line of said Tract 2 and along the East line of said Tract 1, a distance of 570.30 feet to a 5/8-inch iron rod found for the Southeast corner of said Tract 2;

THENCE South 89 deg 26 min 40 sec West, along the South line of said Tract 1, a distance of 3,052.88 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 27.246 acres or 1,186,834 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 10th day of January, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the Decagon VRS network.

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF TARRANT §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Farooq Waznali, acting herein by and through his duly authorized officer, does hereby adopt this plat designating the herein above described property as THE SQUARE, LOTS 1-12, an addition to the City of Saginaw, Tarrant County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Saginaw. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Saginaw's use thereof. The City of Saginaw and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other removed improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Saginaw and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Saginaw, Tarrant County, Texas.

WITNESS, my hand, this ___ day of _____, 2020.

By: AM & JK Development LLC

_____, _____

STATE OF TEXAS §
COUNTY OF _____§

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Farooq Waznali, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2020.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

SURVEYOR'S STATEMENT

I, Leonard J. Lueker, a registered public land surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Dated this the ____ day of _____, 2020.

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

_____
Leonard J. Lueker
Registered Professional Land Surveyor
Texas Registration # 5714
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 215
Dallas, Texas 75230
(972) 490-7090

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Leonard J. Lueker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2020.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

THE PLANNING AND ZONING COMMISSION OF SAGINAW, TEXAS ON date _____/_____/_____ VOTED AFFIRMATIVELY TO RECOMMEND CONDITIONAL APPROVAL OF THIS PRELIMINARY PLAT, SUBJECT TO CONDITIONS ENUMERATED IN MINUTES OF THIS DATE.

_____
BY: CHAIRMAN

_____
ATTEST: CITY SECRETARY

THE CITY COUNCIL OF SAGINAW, TEXAS ON date _____/_____/_____ VOTED AFFIRMATIVELY TO CONDITIONALLY APPROVE PRELIMINATION OF A FINAL PLAT SUBJECT TO CONDITIONS ENUMERATED IN MINUTES OF THIS DATE.

_____
BY: MAYOR

_____
ATTEST: CITY SECRETARY

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S83°19'35"E	7.07'
L2	S83°19'35"E	35.36'
L3	S00°36'48"E	1.02'
L4	N89°23'40"E	135.65'
L5	N52°57'22"E	100.28'
L6	N37°57'22"E	7.07'
L7	N82°02'38"W	7.07'
L8	S52°57'22"W	100.28'
L9	S71°40'26"W	61.63'
L10	S26°40'26"W	7.07'
L11	S18°19'35"E	147.50'
L12	S89°36'24"W	30.20'
L13	N26°40'26"E	35.36'
L14	N18°22'07"W	79.91'
L15	N07°57'22"E	35.36'
L16	N82°02'38"W	35.00'
L17	S34°28'47"E	110.81'
L18	S10°31'13"W	62.54'
L19	S55°31'13"W	69.02'
L20	N55°31'13"E	101.45'
L21	N10°31'13"E	35.07'
L22	N34°28'47"W	110.51'
L23	N83°01'38"E	129.80'

LINE TABLE		
LINE #	BEARING	DISTANCE
L24	N58°09'22"W	90.93'
L25	N32°38'09"E	144.38'
L26	N89°36'56"E	25.51'
L27	S62°59'00"W	150.03'
L28	S36°58'22"E	167.05'
L29	N30°58'22"W	64.22'
L30	S53°01'38"W	100.18'
L31	S26°37'12"W	146.00'
L32	S63°42'32"W	70.20'
L33	N89°14'40"W	37.78'
L34	S54°46'27"W	69.88'
L35	S30°21'34"E	23.93'
L36	S59°06'38"W	70.23'
L37	S75°14'28"W	104.64'
L38	N1°40'25"E	57.41'
L39	N59°54'56"E	48.50'
L40	N00°42'03"W	30.89'
L41	N42°14'29"E	159.73'
L42	N27°56'46"E	61.01'
L43	S88°58'58"W	94.18'
L44	S59°26'06"W	123.70'
L45	N83°27'05"W	32.34'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	29°45'22"	764.67'	397.23'	392.78'	N56°47'54"E
C2	47°27'02"	385.00'	318.94'	309.92'	S55°39'18"W
C3	59°31'00"	165.00'	172.36'	164.67'	N01°41'03"E
C4	67°30'07"	335.00'	395.45'	372.80'	S65°34'37"W
C5	30°20'18"	265.00'	168.53'	165.71'	N71°10'31"E
C6	38°20'18"	333.00'	213.05'	209.46'	N71°10'31"E
C7	67°38'07"	263.00'	312.82'	294.97'	S65°34'37"W
C8	67°37'41"	235.00'	277.36'	261.65'	N65°34'24"E
C9	49°07'14"	315.00'	270.08'	261.89'	S84°49'37"W
C10	29°31'04"	836.17'	424.49'	419.90'	N57°26'04"E
C11	15°59'02"	1,235.27'	341.62'	340.71'	S59°54'09"W
C12	7°51'10"	739.04'	101.29'	101.21'	N47°09'16"E

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

PRELIMINARY PLAT
THE SQUARE
LOTS 1-12, BLOCK 1
BEING 27.246 ACRES (1,186,834 SQ. FT.) OUT OF THE BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497
CITY OF SAGINAW, TARRANT COUNTY, TEXAS

OWNER:
AM & JK Development LLC
927 Condor Dr.
Coppell, Texas 75019

SURVEYOR:
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 215
Dallas, Texas 75230
ph# 972-490-7090

No.	DATE	REVISION

Winkelmann & Associates, Inc.
CIVIL ENGINEERING & SURVEY
6750 HILLCREST PLAZA DRIVE, SUITE 215
DALLAS, TEXAS 75230
PH. 972-490-7090 FAX 972-490-7091
TBPE F-2121 TBPLS 10194200

BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS
7.4301 ACRES
2687 NORTH HWY 81/287 BUSINESS
DALLAS, TEXAS 75223

PRELIMINARY PLAT
THE SQUARE
LOTS 1-12, BLOCK 1

Date: 02.04.20
Scale: N/A
File: 7351PP1.1
Project No.: 7351

SHEET
2 OF 2

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April 2020	CITY OF SAGINAW PUBLIC WORKS REPORT TO CITY MANAGER		
Name of Development	**Developer**	**# of Lots**	**Status**
Willow Vista Phase 3A	Mearl McBee	47	45 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	10 permits issued for new homes
Bar C Ranch, Phase 1	Steve Hawkins Custom Homes	79	79 permits issued for new homes.
Bar C Ranch, Phase 2	Steve Hawkins Custom Homes	66	66 permits issued.
Basswood Crossing, Phase 1	D R Horton	75	72 permits issued for new homes.
Willow Creek Sanitary Sewer Extension	Mearl McBee		Plans approved for construction.
Basswood Crossings Phase 3, (includes Phase 4)	D R Horton	213	212 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	Project awarded 4/7/2020
Street Maintenance Fund Projects:			
Name of Project	**Status**	**Estimated Date of Completion**	**Comments:**
Anderson Street Reconstruction	Construction underway	Spring 2020	Reconstruct from Saginaw Blvd to Blue Bonnet
Hialeah Park Reconstruction	Construction to begin 3/2/2020	Spring 2020	Project complete
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	June 2020	Electrical service & meter installed 2/25/2020

Fairmount Sanitary Sewer	Construction underway	1st Qtr 2020	project complete
BNSF Utility Relocations	Construction underway	1st Qtr 2020	project complete
Worthy Street Improvements	100 Block of Worthy	Jun-20	project complete
Building and Inspections:			
Building Permits	**Location**	**Status**	**Comments**
Miller Milling	221 Fairmount Street	under construction	$67,000,000 building and equipmet 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
Saginaw Health Care and Rehab	848 W. McLeroy Blvd	Permit under review	51,707 SF, $6,796,000 care facility
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.
Terry's Donuts	1209 N Saginaw Blvd	Permit under review	Remodel under construction
BOA			
Applicant	**Location**	**Status**	**Comments**
Planning & Zoning	**Location**	**Status**	**Comments**
Beltmill Planned Development	NE corner Saginaw Blvd and E Bailey Boswell Rd	Pending	comments for preliminary plat submitted to engineer. Plan review under way .
The Square Preliminary Plat	North and West of Wal-Mart	P&Z 5/12/20 CC 5/19/20	Preliminary Plat
Saginaw Skilled Nursing Facility Final Plat	NE corner Knowles Dr and W McLeroy Blvd	Pending	Final Plat filed with county
Gary Havener	Amending Plat for Lots 2R4A, 2R4B, 2R4C, 2R4, Block A, Van Zandt Place	Pending	TIA and Drainage study underway by developer

Michael Clark, P.E. Winkelmann & Assoc	Rezoning request NWC E McLeroy and Blue Mound Rd	P&Z continued to 5/12,20 CC 5/19/20	76.613 acre development. Change zoning from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Light Industrial (LI) and Multi Family (MF2)
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. Awaiting contractor/vendor response on merry go round installation issue. Staff is working with the contractor, GROD Construction, to corect construction deficiencies onsite.
2020 Year 46 CBDG	200-500 Block Blue Bonnet	CC 3/17/20	Council approved Resolution in support on 3/27/20 meeting

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

MARCH 2020

C/O ISSUED THIS MONTH

DATE	NAME	ADDRESS	PERMIT #	BUILDING	FIRE	IWORQ	CERTIFICATE
3/3/20	PETER 'S HOPE MINISTRY	124 SOUTHERN AVE W 300	CO-21-19/20	3/2/20	3/2/20	3/3/20	3/9/20
3/4/20	STREAMLINE RECON	1313 LAWSON RD	CO-22-19/20	10/28/19	11/6/19	3/4/20	3/9/20
3/9/20	METRO BY T MOBILE II	524 SAGINAW BLVD S 200	CO-23-19/20	3/6/20	2/26/20	3/9/20	3/9/20
3/19/20	RHYTHM BAND INSTRUMENTS LLC	923 COOK LN	CO-24-19/20	3/19/20	3/3/20	3/19/20	3/19/20
3/19/20	MORGAN 'S CLOSET	1200 BLUE MOUND RD S 100	CO-25-19/20	3/5/20	3/18/20	3/19/20	3/19/20

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
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
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 ISSUED THIS MONTH

DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
3/4/20	EMERALD CUSTOM POOLS & PATIOS	116 MCLEROY BLVD W	27407	FENCE	FENCE OVER 6 FEET TALL
3/6/20	LAWRENCE	142 SOUTHERN AVE W	29275	REMODEL	FOUNDATION REPAIR

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

APRIL 2020

C/O ISSUED THIS MONTH							
DATE	NAME	ADDRESS	PERMIT #	BUILDING	FIRE	IWORQ	CERTIFICATE
4/9/20	EQUIPMENT MASTERS	1000 KENNEDY LN 114	CO-28-19/20	3/24/20	4/2/20	4/9/20	4/16/20
4/20/20	C T I BEANMAKER	209 MCLEROY BLVD E D	CO-29-19/20	12/2/19	12/9/19	4/20/20	
4/29/20	QUIKTRIP 988	1100 BLUE MOUND RD S	CO-30-19/20	4/29/20	4/29/20	4/29/20	

DATE	NAME	ADDRESS	PERMIT #	COMMENTS
2/5/18	A T & T AUTHORIZED RETAILER	923 SAGINAW BLVD N	CO-22-17/18	
4/6/20	CARVANA LLC	1341 JARVIS RD 100	CO-26-19/20	
4/6/20	AMAZON.COM	1341 JARVIS RD 110	CO-27-19/20	

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
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
2/3/20	TACO SHOP	201 SAGINAW BLVD N	27695	REMODEL	REMODEL
2/13/20	CARVANA	1353 JARVIS RD	28829	ACCESSORY	ACCESSORY OFFICE BUILDING
3/4/20	EMERALD CUSTOM POOLS & PATIOS	116 MCLEROY BLVD W	27407	FENCE	FENCE OVER 6 FEET TALL
3/6/20	LAWRENCE	142 SOUTHERN AVE W	29275	REMODEL	FOUNDATION REPAIR

CITY OF SAGINAW

COMMERCIAL BUILDING REPORT

APRIL 2020

COM/IND BUILDING PERMITS ISSUED THIS MONTH					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
4/14/20	TERRY'S DONUTS	1209 SAGINAW BLVD N A	29322	REMODEL	REMODEL
4/23/20	FASTEST LABS	1200 BLUE MOUND RD S 120	29716	REMODEL	REMODEL
4/23/20	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	29805	JOB TRAILER	JOB TRILER FOR NEW FOOTBALL FIELD
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
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
3/11/20	M L HEALTHCARE	848 MCLEROY BLVD W	29305	NEW BUILDING	NEW SKILLED NURSING FACILITY
CLOSED PROJECTS					

PLANNING AND ZONING COMMISSION
2019 CASE REPORT

CASE #	APPLICANT	LOCATION	REQUEST	PZ DATE	P&Z DECISION	CC DATE	CC DECISION
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
PZ 0320-01	City of Saginaw	Zoning Ordinance Amendment	Amend regulations for Parking Lot, Off Premises	03/10/20	Recommended Approval	03/17/20	Approved
PZ 0210o02	City of Saginaw	Zoning Ordinance Amendment	Amend regulations for Auto Car Wash	03/10/20	Recommended Approval	03/17/20	Approved
PZ 0420-01	Michael Clark Winkelmann & Assoc 6750 Hillcrest Plaza Dallas, Tx 75230	NWC Blue Mound Rd and E McLeroy Blvd	Zoning change CC and MF1 to CC, MF2 and LI	04/14/20	P&Z continued until May 12, 20 meeting	05/21/20	Pending

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
May 12, 2020

Present at the Meeting:

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

Absent from the Meeting:

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

Visitors at the Meeting:

Michael Clark
John Julien
Dorothy Parks

(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, Members Barngrover, Julien and Alternate Member Villarreal.

(3) Audience participation

Item bypassed. No audience

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on April 14, 2020 were presented for approval. A motion was made by Member Barngrover with a second by Alternate Member Villarreal to approve the minutes for April 14, 2020 as presented. Motion carried unanimously.

For: Chairman Lewis
Members Barngrover, Julien, Alternate Member Villarreal

Against: None

Absent Vice Chairman Haney, Member LaBruyere, Alternate Members Peet

(5) PZ 0420-01 PUBLIC HEARING (continued from the April 14, 2020 meeting) Consideration And Action Regarding A Request To Change The Zoning Classification Of Approximately 76.613 Acres Out Of The J Walker Survey Abstract 1602, Tracts 3C And 3E, And The J Bradford Survey, Abstract 183, Tracts 1K And 1 From Community Commercial (CC) And Multi Family (MF1) To Community Commercial (CC), Multi Family (MF2), And Light Industrial (LI) and Revising The Official Zoning Map In Accordance And By Amending The Comprehensive Land Use Plan. Property Is Located At The Northwest Corner Of Blue Mound Road (Hwy 156) And E McLeroy Boulevard.

Chairman Lewis opened the Public Hearing at 6:02 p.m.

Director of Public Works Rick Trice reviewed the information included in the members' packets for this item and explained that the city now has a letter from the school district stating no opposition to the multifamily zoning requested as long as the apartments would be market rate.

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 the zoning change as proposed. Motion carried.

For: Chairman Lewis
Members Barngrover, Julien, Alternate Member Villarreal

Against: None

Absent Vice Chairman Haney, Member LaBruyere, Alternate Members Peet

(6) PZ 0520-01
Consideration And Action Regarding Approval Of A Preliminary Plat For "The Square", A Planned Development Being A 27.256 Acres Out Of The Benjamin Thomas Survey, Abstract No. 1497 Located North Of Walmart Between N Saginaw Blvd And Old Decatur Road

DPW Trice reviewed the information in the members' packet and mentioned that this item is familiar since the members had recommended approval on the planned development during the zoning phase of this project. He also said that Mike Clark was present to answer questions and he is the engineer.

There was a discussion regarding driveway access on Saginaw Boulevard and drainage on the west side of the project.

DPW Trice informed the members that the developer is still working with Texas Department of Transportation regarding the permits along Saginaw Boulevard. He also said the city engineers are in the design process for the reconstruction of N. Old Decatur Road on the west side of this project.

DPW Trice and Mr. Clark answered questions and addressed the concerns of the members.

A motion was made by Member Barngrover with a second by Member Julien to recommend that the City Council approve the Preliminary Plat for The Square as presented. Motion carried.

For: Chairman Lewis

Members Barngrover, Julien, Alternate Member Villarreal

Against: None

Absent Vice Chairman Haney, Member LaBruyere, Alternate Members 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 Chairman Lewis with a second by Alternate Member Villarreal to adjourn the meeting. Motion carried unanimously.

For: Chairman Lewis
Members Barngrover, Julien, Alternate Member Villarreal

Against: None

Absent Vice Chairman Haney, Member LaBruyere, Alternate Members Peet

Chairman Lewis declared the meeting of May 12, 2020 closed at 6:12 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (14)

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

E-mail: rtrice@saginawtx.org

Phone: 8172300449

SUBJECT:
PUBLIC HEARING – Consideration and Action regarding a Recommendation from the Planning and Zoning Commission for Approval on a request for a change in zoning on approximately 76.613 Acres out of the J Walker Survey Abstract 1602, Tracts 3C and 3E, and the J Bradford Survey, Abstract 183, Tracts 1K and 1 from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Multi Family (MF2), and Light Industrial (LI). Property is located at the Northwest corner of Blue Mound Road (Hwy 156) and E McLeroy Boulevard (Ordinance No. 2020-12)

BACKGROUND/DISCUSSION:
The applicant is requesting a zoning change on 76.613 acres north of E. McLeroy and west of F.M.-156. The City's Ultimate Land Use Plan shows the entire area as Community Commercial (CC). Existing land use is Agricultural (Ag). Existing zoning is comprised of approximately 51.6 ac. of Community Commercial (CC) located along the frontage of F.M-156, E. McLeroy and Rough Rider Drive and approximately 25.1 ac. of Multi-Family (MF1) located to the rear of the Community Commercial zoning.

Proposed Zoning
The proposed zoning is broken into four tracts as follows:

- Tract A – Community Commercial (11.025 ac.) Located south of Western Center Blvd. extension
- Tract B – Community Commercial (9.283 ac.) Located north of Western Center Blvd. extension
- Tract C – Multi-Family (MF2, 44.993 ac.) Located north of Western Center Blvd. extension and east of Lavonne Lane.
- Tract D - Light Industrial (7.311 ac.). Located north of E. McLeroy and west of Lavonne Lane.

A table comparison of existing and proposed zoning is shown below:

	Existing Acres (Approx.)	Proposed Acres
Community Commercial (CC)	51.6	20.308
Multi-Family (MF1)	25.1	0

Multi-Family (MF2)	0	44.993
Light Industrial (LI)	0	7.311

The Planning and Zoning Commission met initially on the request on April 14, 2020 and based on comments from the Eagle Mountain-Saginaw ISD continued the item until its May meeting. The developer met with the school district and satisfactorily met its concerns. The Planning and Zoning Commission reconsidered the item on May 12, 2020 and unanimously recommended approval.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
It is recommended that City Council approve the zoning request as recommended by the Planning and Zoning Commission and revision of the official zoning map and Comprehensive Land Use plan in accordance.

ATTACHMENTS:

Description

P&Z Packet April 14, 2020
Zoning Ordinance
P&Z Minutes May 12, 2020

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, April 14, 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 March 10, 2020	Chairman Lewis
(5)	**PZ 0420-01 PUBLIC HEARING** **Consideration And Action Regarding A Request To Change The Zoning Classification Of Approximately 76.613 Acres Out Of The J Walker Survey Abstract 1602, Tracts 3C And 3E, And The J Bradford Survey, Abstract 183, Tracts 1K And 1 From Community Commercial (CC) And Multi Family (MF1) To Community Commercial (CC), Multi Family (MF2), And Light Industrial (LI) and Revising The Official Zoning Map In Accordance And By Amending The Comprehensive Land Use Plan. Property Is Located At The Northwest Corner Of Blue Mound Road (Hwy 156) And E McLeroy Boulevard.**	Michael Clark, P.E. Winkelmann & Assoc.
(6)	**Staff Report**	Public Works Director Rick Trice, P. E.
A.	Discussion Of Residential, Commercial And Industrial, And City Capital Projects	
B.	Update Commission Of City Council Action On Previous Cases	

(7) **EXECUTIVE SESSION**

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

a. Any Posted Item

(8) **Adjournment** — Chairman Lewis

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

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

PLEASE NOTE THAT IN ACCORDANCE WITH CURRENT CDC RECOMMENDATIONS REGARDING COVID-19 WE WILL BE OBSERVING SIX FEET DISANCING BETWEEN EVERYONE. THEREFORE, THERE WILL BE LIMITED SEATING AVAILABLE.

ADVISORY RECREATION AND PARK BOARD

Charity DeVille, Member	Place No. 1	Term Expires May 2021
Janelle Young, Member	Place No. 2	Term Expires May 2020
Vacant	Place No. 3	Term Expires May 2021
Russell Jolly, Member	Place. No. 4	Term Expires May 2020
Brack St. Clair, Chairman	Place No. 5	Term Expires May 2021
Ronda Nyberg, Member	Place No. 6	Term Expires May 2020
Travis Albritton, Member	Place No. 7	Term Expires May 2021
Brandi Coble, Alternate Member	1st Alternate	Term Expires May 2021
Christopher Gonzales, Alternate Member	2nd Alternate	Term Expires May 2020

Four Members shall constitute a quorum for the transaction of business.

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.

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

Chairman Lewis called the meeting to order at 6:00 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 commercial parking lots.

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. 2020-06 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

Chairman Lewis 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.

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

Chairman Lewis 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

DATE: March 4, 2020

TO: Chairman and Members of the Planning and Zoning Commission

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

SUBJECT:

PUBLIC HEARING – Consideration and Action Regarding a request for a change in zoning on approximately 76.613 Acres out of the J Walker Survey Abstract 1602, Tracts 3C and 3E, and the J Bradford Survey, Abstract 183, Tracts 1K and 1 from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Multi Family (MF2), and Light Industrial (LI). Property is located at the Northwest corner of Blue Mound Road (Hwy 156) and E McLeroy Boulevard.

Owner: Lavonne White
Engineer: Winkelman and Associates, Inc. (Mike Clark)
Existing Zoning: MF1 and CC
Ultimate Land Use Plan: CC
Proposed Zoning: CC, MF2 and LI

Background

The applicant is requesting a zoning change on 76.613 acres north of E. McLeroy and west of F.M.-156. The City's Ultimate Land Use Plan shows the entire area as Community Commercial (CC). Existing land use is Agricultural (Ag). Existing zoning is comprised of approximately 51.6 ac. of Community Commercial (CC) located along the frontage of F.M-156, E. McLeroy and Rough Rider Drive and approximately 25.1 ac. of Multi-Family (MF1) located to the rear of the Community Commercial zoning.

Proposed Zoning

The proposed zoning is broken into four tracts as follows:

Tract A – Community Commercial (11.025 ac.) Located south of Western Center Blvd. extension

Tract B – Community Commercial (9.283 ac.) Located north of Western Center Blvd. extension

Tract C – Multi-Family (MF2, 44.993 ac.) Located north of Western Center Blvd. extension and east of Lavonne Lane.

Tract D Light Industrial (7.311 ac.). Located north of E. McLeroy and west of Lavonne Lane.

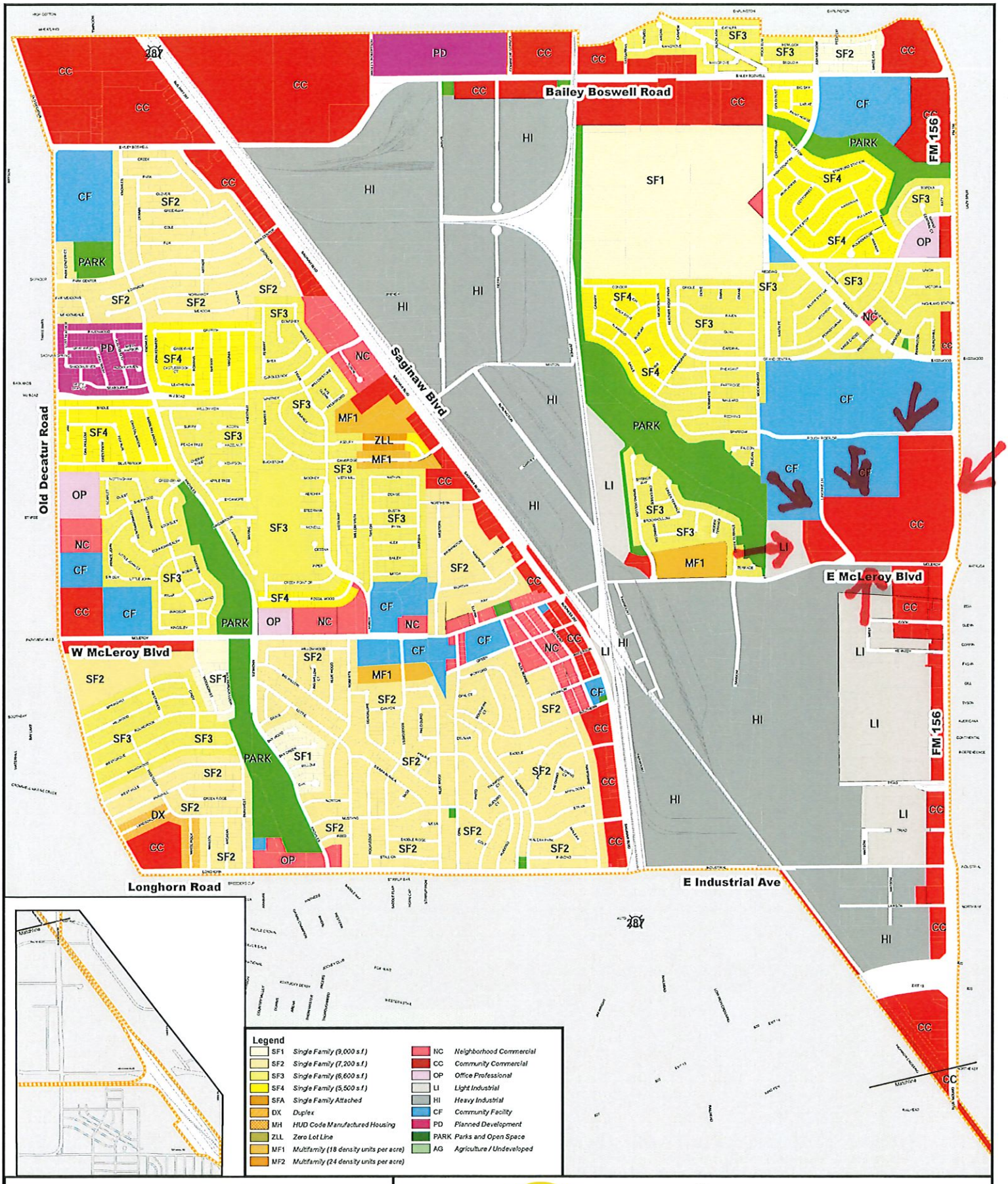
A table comparison of existing and proposed zoning is shown below:

	Existing Acres (Approx.)	Proposed Acres
Community Commercial (CC)	51.6	20.308
Multi-Family (MF1)	25.1	0
Multi-Family (MF2)	0	44.993
Light Industrial (LI)	0	7.311

If you have any questions, please let me know.

Sincerely,

Rick Trice, P.E.
Director of Public Works



City Map Of Saginaw, Texas

ULTIMATE LAND USE PLAN

Kimley»Horn

April 2017

City of Saginaw

N

500 0 500 Feet

This map product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

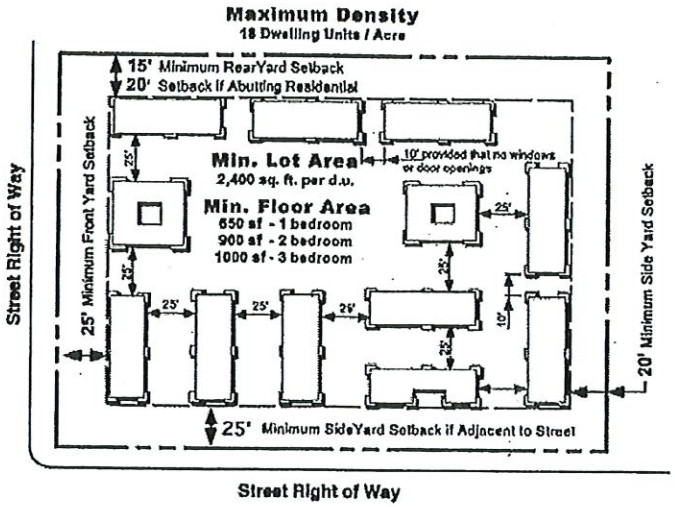
EXISTING

Sec. 6-10. - MF-1 (Multi-Family).

A. *Purpose.* The "MF-1" district is to provide for compatible land, building and structural uses primarily oriented to low-density multi-family residential uses. The "MF-1" district is intended to serve as a transitional element between lower density residential and more intense nonresidential land uses.

B. *Permitted uses.* Uses in the "MF-1" district shall be in accordance with section 5-1, Permitted Use Table.

C. *Area requirements.* The requirements regulating the minimum lot size, minimum yard size (front, side, and rear), maximum building height (stories and feet), and maximum lot coverage, and minimum floor area, as it pertains to this district, shall conform with the provisions provided in the density, area, yard, height, and lot coverage requirements for the MF1 zoning district.



MF-1 – Zoning District Area Requirements	
Minimum Lot Area	2400 s.f. of lot area per d.u. located on 1 acre
Maximum Density	18 d.u. per acre
Minimum Front Yard	25 ft.
Minimum Side Yard	20 ft.
Minimum Rear Yard	15 feet or 20 feet if abutting any residential district.
Minimum Distance Between Buildings	25 ft., but may be reduced to 10 ft. provided all facing walls of the adjacent buildings contain no door or window openings.
Maximum Lot Coverage	50 %
Maximum Building Height	36 ft. or 2 1/2 stories
Minimum Floor Area	650 s.f. – 1 bedroom 900 s.f. – 2 bedroom 1000 s.f. – 3 bedroom

Zoning District

Same

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

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

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

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

H. *Accessory building and structure regulations.* All regulations for accessory building or accessory structures shall be in compliance with section 8-4, Detached Accessory Building Regulations.

I. *Exterior construction.* Seventy-five percent of the exterior of the structure shall be masonry construction with 100 percent of the front facade comprised of masonry construction, exclusive of windows, doors, and dormers.

Site plan required. A site plan must be approved by the city council, upon approval of the planning and zoning commission and in accordance with section 8-1, Site Plan Requirements.

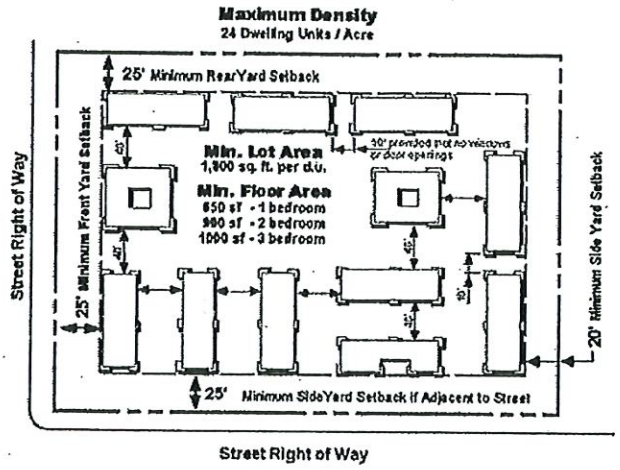
PROPOSED

Sec. 6-11. - MF-2 (Multi-Family).

A. *Purpose.* The MF-2 district is to provide for compatible land, building, and structural uses primarily oriented to high-density multi-family residential use. The MF-2 district is intended to serve as a transitional element between lower density residential uses and more intense nonresidential land uses.

B. *Permitted uses.* Uses in the MF-2 district shall be in accordance with section 5-1, Permitted Use Table.

C. *Area requirements.* The requirements regulating the minimum lot size, minimum yard size (front, side, and rear), maximum building height (stories and feet), and maximum lot coverage, and minimum floor area, as it pertains to this district, shall conform with the provisions provided in the density, area, yard, height, and lot coverage requirements for the MF2 zoning district.



MF-2 – Zoning District Area Requirements	
Minimum Lot Area	1800 s.f. of lot area per d.u. located on 1 acre
Maximum Density	24 d.u. per acre
Minimum Front Yard	25 ft.
Minimum Side Yard	20 ft.
Minimum Rear Yard	25 ft.
Minimum Distance Between Buildings	40 ft. 10 ft. provided all facing walls of the adjacent buildings contain no door or window openings.
Maximum Lot Coverage	65 %
Maximum Building Height	45 ft or. 3 stories
Minimum Floor Area	650 s.f. – 1 bedroom 900 s.f. – 2 bedroom 1000 s.f. – 3 bedroom

Zoning District

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

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

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

G. *Accessory building and structure regulations.* All regulations for accessory building or accessory structures shall be in compliance with section 8-4, Detached Accessory Building Regulations.

H. *Exterior construction.* Seventy-five percent of the exterior of the structure shall be masonry construction with 100 percent of the front facade comprised of masonry construction, exclusive of windows, doors, and dormers.

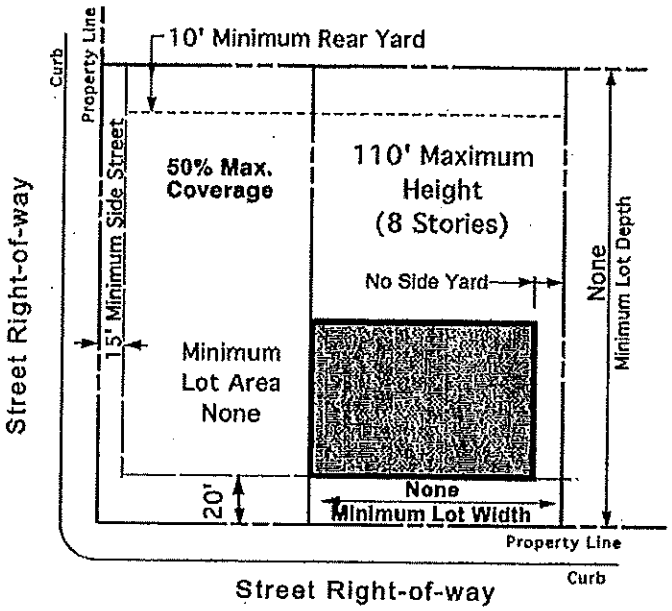
I. *Site plan required.* A site plan must be approved by the city council, upon approval of the planning and zoning commission and in accordance with section 8-1, Site Plan Requirements.

Sec. 6-14. - CC (Community Commercial)

A. *Purpose.* The "CC" district is established to provide for a broad range of retail and service oriented commercial uses. This district is generally located near major thoroughfares because of the intensity of vehicular traffic visiting these uses. Because of the more intense commercial use, care should be given in locating the CC district near residential uses.

B. *Permitted uses.* Uses in the "CC" district shall be in accordance with section 5-1, Permitted Use Table.

C. *Area requirements.* The requirements regulating the mimimum lot size, minimum yard size (front, side, and rear), maximum building height (stories and feet), and maximum lot coverage, and minimum floor area, as it pertains to this district, shall conform with the provisions provided in the density, area, yard, height, and lot coverage requirements for the CC zoning district.



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

Zoning District

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

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

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

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

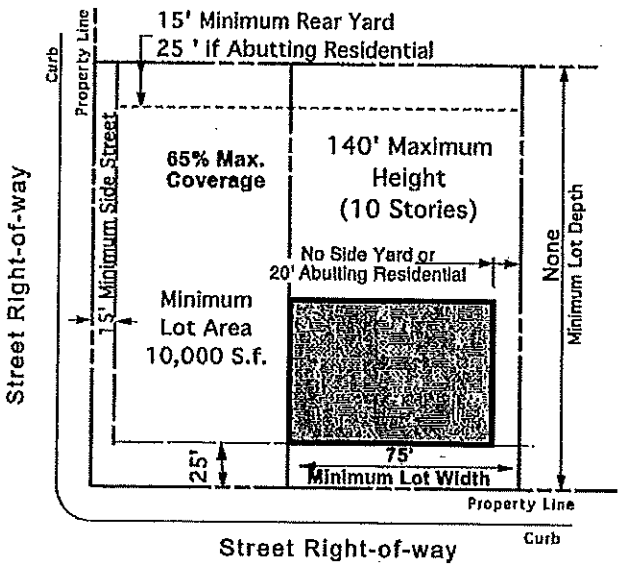
(Ord. No. 2003-03, § 1, 4-1-03)

Sec. 6-16. - LI (Light Industrial).

A. *Purpose of district.* The "LI" light industrial district is designed to permit industrial and manufacturing use which tends to be of direct support to nearby residential and commercial areas, and which have low to moderate objectionable environmental influences.

B. *Principal uses.* In this district no building or land shall be used and no building shall be hereafter erected, reconstructed or structurally altered or enlarged except for any use permitted in the "LI" light industrial district as a principal use.

C. *Area requirements.* The requirements regulating the minimum lot size, minimum yard size (front, side, and rear), maximum building height (stories and feet), and maximum lot coverage, and minimum floor area, as it pertains to this district, shall conform with the provisions provided in the density, area, yard, height, and lot coverage requirements for the LI zoning district.



LI – Zoning District Area Requirements	
Minimum Lot Area	10,000 s.f.
Minimum Lot Width	75 ft.
Minimum Lot Depth	NA
Minimum Front Yard	25 ft.
Minimum Side Yard	0 ft. or 20 ft. if abutting any residential district.
Minimum Rear Yard	15 ft. or 25 ft. if abutting any residential district.
Maximum Lot Coverage	65 %
Maximum Building Height	140 ft. or 10 stories

Zoning District

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

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

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

G. *Exterior construction.* Exterior construction shall be in accordance with section 9-1.D, Industrial.

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Furniture For Sale
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Woodstoves & Firewood
Misc. Merchandise

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Pets Lost & Found
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Pets Misc.

FARM & EQUIPMENT
Auctions/Farm
Farm & Ranch & Garden
Farm Equipment Repair/Supplies
Horses & Livestocks
Allotments
Poultry & Eggs
Timberland & Timber
Misc. Farm & Equipment

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Boats & Accessories
Camping/Motorhomes
Fishing & Supplies
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ATVs & Accessories
Trailers
Misc.

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AUCTIONS
GARAGE SALES
CHURCH DIRECTORY

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General Business
General Labor
Government/Federal
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Hospitality/Hotel
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Installation-Main Repair
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Legal Admin
Management
Manufacturing
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Nursing
Other
Part Time
Pharmaceutical
Professional
Professional Services
Purchasing - Procurement
QA - Quality Control
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Sales
Science
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Schools & Instruction

MISC EMPLOYMENT
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Situations/Employ Wanted
Schools & Instruction

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Misc. Legals
Beverage Notice
Change of name
Estate Administration
Summons

REAL ESTATE

SERVICE DIRECTORY

Place newspaper and online ads at
www.star-telegram.com/classifieds

announcements

misc. announcements

CARDIOLOGY TELEMEDICINE - Dr. Russell Fisher will begin to see his Cardiology patients by telemedicine beginning Monday, March 30, 2020 due to the Coronavirus. Patients may contact the office at 817-510-1060 to schedule. Patients will need a mobile device or computer.

DO YOU Or the Elderly have errands for a small fee we will do them for you Call 682.218.4698

2 SPACES Laurel Land $7500. Call 817-284-3849 or 682-472-5230.

automotive

automobiles

1999 Jaguar XK8 silver convertable pristine cond. Only 51K $12,000 Call 817-219-4098

2016 CHEVY Impala 53k miles $18,997 817-939-8628

2016 Toyota Corolla S, 23kMi, Cln Title Asking $11,900 817-808-6757

auto/class and specialty

21TH GREENVILLE SWAP SWAP MEET & CAR SHOW April 2nd - 4th Hunt County Fairgrounds Free Admission. Park $3.00 Spaces $30-$35. Add $5.00 after Mar 15. Call 903-454-8575.greenvilleswapmeet.com email: reg.gvlswpmt@yahoo.com

CANCELED Christian Classic Cruisers car shows for March and April Due to mandate from city NRH 817-284-0875

NO HASSLE PRICING ON:
Honda Certified Used Cars
855-902-9103
HugginsHonda.com

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2011 BMW 1200RT 44k mi., new tires, $7990 817-939-8628

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KennedaleCamperSales.com
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OVER 250 NEW AND USED
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FAMILY OWNED AND OPERATED SINCE 1975

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SPRING TURKEY package. Management in place/ One Tom several counties. 903-238-3006

legals classified

legals & public notices

AT&T MOBILITY PROPOSES TO BUILD A 39-FOOT MONOPOLE small cell Communications Tower at the approx. vicinity of 5700 Wildcat Way, Arlington, Tarrant County, TX, 76017. Public comments regarding potential effects from this site on historic properties may be submitted within 30 days from the date of this publication to: Trileaf Corp, Tyler Sadutto, t.sadutto@trileaf.com, 2550 S IH 35, Suite 200, Austin, Texas 78704, 512.519.9388.

CITY OF FORT WORTH
Sealed bids/proposals will be received until 1:30pm on the dates listed below at the Purchasing Office located at City Hall, 200 Texas St, Fort Worth TX. All bids MUST be in a SEALED ENVELOPE with the BID NUMBER LOCATED ON OUTSIDE OF ENVELOPE. Bids will be accepted by US Mail, courier, FedEx, UPS, or hand delivery from 8:30am - 1:30pm on the dates listed below, at the South End Lobby of City Hall. To hand deliver a bid other than on the dates listed below, please make an appointment by calling 817-392-2462. Bids will be opened and read aloud publicly via live stream on FortWorthTV at 2:00pm on the dates listed below.
RFP 20-0054 LIBRARY PATRON INCIDENT TRACKING
04/02/20
ITB 20-0073 BUNKER LINER
04/02/2020
ITB 20-0088 JANITORIAL SERVICES
04/02/20
RFP 20-0093 HOME REPAIRS
04/02/20
ITB 20-0098 K-9 UNIT TRUCKS
04/02/2020
RFP 20-0099 GAMING MACHINE DISPOSAL
04/02/20
20-0106 AMMUNITION
04/02/20
RFP 20-0055 COMMUNITY BASED PROGRAMS
04/09/2020
ITB 20-0105 HAUL TRUCK
04/09/2020
RFP 20-0109 MEDICAL ASO OR TPA EAP PC_DM SERVICES
04/23/2020
RFP 20-0112 STRUCURED CABLING AND SERVICES
4/30/2020
Pre-Proposal Conference via WebEx: Wednesday, April 8, 2020 @ 2:00pm (local time). Call 1-650-479-3208 and enter Access Code 622 949 490
Unless otherwise noted, specifications may be obtained online at: http://fortworthtexas.gov/purchasing/

CITY OF GRAND PRAIRIE
LEGAL NOTICE
You are hereby notified that the Planning and Zoning Commission will consider the following amendments to the Unified Development Code and Zoning Map of the City of Grand Prairie:
SU200401/S200401 - Specific Use Permit/Site Plan - Race Trac (City Council District 1). To allow for a convenience store with gasoline/fuel sales on one lot. Zoned Light Industrial District within State Highway-161 Overlay Corridor District. J. Reed Survey, Abstract 1183, Grand Prairie, Dallas County, 4.188-acre property located at the southeast corner of Trinity Boulevard and Roy Orr Boulevard, addressed at 3109 & 3113 Roy Orr Blvd.
Z200401 - Zoning Change - Double Oak (City Council District 6). From PD-328 and Agriculture to

legals & public notices

CITY OF SAGINAW
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.
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 ($2,000.00) for each violation of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.
PASSED AND APPROVED ON this the 17th day of March, 2020. Todd Flippo, Mayor

NOTICE – SARATOGA B PAD
Notice is hereby given that, acting under and pursuant to the Ordinances of the City of Fort Worth, Texas, on or before the 13th day of April, 2020, Blackbeard Operating, LLC, 432-242-0050, will file with the Gas Inspector of the City of Fort Worth, an application for a Multiple Well Site Gas Well Permit located greater than 600 feet from a protected use structure to drill, complete and operate multiple wells for gas upon property located at 3397 Alliance Gateway Freeway, Fort Worth, Texas, Tarrant County, more particularly described in the document of record Document No. D205016661 of the deed records of Tarrant County, Texas, also known as the Saratoga B Pad Site. Informational meetings on drilling and permitting are also conducted by City staff monthly. For dates and locations, see www.fortworthtexas.gov/gaswells or call 817-392-2884.

NOTICE TO BIDDERS
Sealed bids received by the City of Arlington at the Office of the Purchasing Manager, 101 S. Mesquite, Suite 800, Arlington, Texas, 76010 until 2:00 p.m. on the 23rd of April, 2020 for:
BID NUMBER: 20-0068
Annual Requirements Contract to Repair and Replace Ball-field Lamps and Ballasts
Official bid or proposal document(s) are available to any supplier registered on the City's Procurement Portal at https://arlington-tx.ionwave.net/Login.aspx, or by contacting the office of the Purchasing Manager, City Tower Business Office, 101 S. Mesquite Street, 8th Floor, Suite 800, P.O. Box 90231, Arlington, Texas 76004-3231. The City of Arlington reserves the right to reject any or all bids and waive any and all informalities.
s/s Jeff Williams
Mayor
s/s Alex Busken
City Secretary

NOTICE TO BIDDERS
Viridian Municipal Management District ("OWNER") will receive bids for construction of OFFISTE SANITARY SEWER IMPROVEMENTS TO SERVE PHASE 1K – LIFT STATION;

legals & public notices

Notice to the Registered Owner and/or Llenholders of the following Vehicle
Make and Year: Tao Tao ATV
License Plate: NA
Vehicle ID: L5NAEKTS8G1019047
Color: Green
Removed From: 1914 Knoll Crest Dr Arlington, TX
Total Charges: $428.80
Auction Date: 5/7/2020
You are hereby informed that the above described motor vehicle in our custody at Kelly McKnight Wrecker Service, Inc. at 1108 Harrison Ave., Arlington TX. Telephone number 817- 265-1336. If the described motor vehicle is not reclaimed, they shall be reported to the Arlington Police Dept as abandoned and subject to public auction. This notice is given in compliance to the Vehicle Storage Facility Act 6657-9a Chapter 79, 9b

NTTA
RFP 05142-NTT-00-CS-HR
Retirement Plan Administrator
The North Texas Tollway Authority (NTTA) will receive Proposals until April 24, 2020 at 02:00 pm (CST) at the Customer Service Center, 5900 W. Plano Pkwy., Plano, Texas 75093.
A copy of the RFP and more information can be downloaded at https://www.nttamarketplace.org. Questions should be submitted online at https://www.nttamarketplace.org by the question deadline.
To participate in an NTTA procurement, a prospective Vendor must complete the vendor registration process through https://www.nttamarketplace.org
NOTE: If not registered, a prospective Vendor cannot be considered responsive, and is thus ineligible for a procurement award.
Email bidpurchasing@ntta.org for questions on registration or use of website.

PUBLIC NOTICE
CITY OF SAGINAW
The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on April 14, 2020 to consider a request for a change in zoning on approximately 76.613 Acres out of the J Walker Survey Abstract 1602, Tracts 3C and 3E, and the J Bradford Survey, Abstract 183, Tracts 1K and 1 from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Multi Family (MF2), and Light Industrial (LI). Property is located at the Northwest corner of Blue Mound Road (Hwy 156) and East McLeroy Boulevard.
The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on April 21, 2020 to consider the above mentioned request for a change of zoning, contingent upon the receipt of a report regarding the proposed zoning change from the Planning and Zoning Commission. Both meetings will be held in the Council Chambers at City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any questions regarding this matter to Rick Trice at 817-230-0500.

Storage units to be sold pursuant to Chapter 59 of the Texas Property Code. The property is being sold to satisfy a landlord's lien on Wednesday Apr 15th 2020 At 1:00 pm, at All Storage, 715 W Harris Rd., Arlington, Texas 76001.

medical equipment/supplies

4 WHEEL WALKER SEAT BRAKE STORAGE $50 817-284-1811

ADULT FOLDING wheelchair Excellent condition $75 Call 817-284-1811

RESMED PLUS CPAP, CASE, HOSE MASK. $50 817-284-1811

wanted to buy

WANTED FREON R12. We pay CA$H.R12 R500 R11. Convenient. Certified professionals312-291-9169 RefrigerantFinders.com/ad

misc. merchandise

FOR SALE - Delta Industrial Unisaw, Model#36-L53L, 10", 5 HP, left tilt, 52" Bisemeyer T- square, commercial fence, mobile base, $1,500.00 spear521@aol.com 817-454-7651

animals

dogs

AKC Reg Golden Retriever Pups. Taking dep Will have Vet chkup $850. Ready About April 4th 254-717-6483 or 254-715-3922

AUSTRALIAN Shepherd. tiny toys females, Registered, red/blk tris 580-504-0585

BOXER PUPPIES! LOVING, GENTLE, UTD SHOTS! CALL/ TEXT 817.789.3739. $200

GERMAN SHEPHERD PUPPIES - 3 males and 6 females black and tan tan and black $600. 469-576-4562



GERMAN SHEPHERD Puppies - See Cute Video $750 717-917-0600 www.LancasterPuppies.com

Great Pyrenees/Border Aussie $600 Delivered 817-933-1415

SCHNAUZER MINI AKC Males Only, b/s, 9mos & older, shots incl. $300 firm 817.657.1187

farm & equipment

farm equipment repair/supplies

30X40X10 Metal Bldg 1 walk door & slab $18,000. Family owned & operated since 1972 millersmetal buildings.com 817-295-6022

real estate

real estate for sale

EILEEN PETROSKI



real estate misc. for sale

CEMETERY SPACES - greenwood cemetary live oak lot 2805 space 2&3 $8,000.00 817-994-2132 bgwilly@windstream.net 817-994-2132

homes for rent

▾arlington

2/1 HOUSE fenced, W/D, oven/fridge, I-30/ Green Oaks. $1,050 all bills paid. Sr Disc 817-808-9296

▾fort worth

76105 - Cute 17yo 3bd, 1 ba Duplex $875mo + dep. 817-903-5235

apartments/condos for rent



76010 BILLS PAID! $100 Dep $25 app fee, eff, 1,2,& 3 bedrooms. Call817-640-1051 for availability

townhomes for rent

TOWNHOME. 3526 Tads Ln, Arlington, TX 76014. Community pool, 1610 sq ft, 3 br, 2.5 ba, laund, bkrd with shed, covered patio, loft, kitchen, garage. $1650 deposit. $1650 mthly. 214-587-1009

manufactured homes for sale

7312 Starling Joshua Area Small mobile home 1 ac, $1500 dwn, No Texting 254-485-1584 M-S 10a-4p

farm & acreage

Hunting/Investment/Recreational Property. We have some of the best in Texas, from the Hill Country (Edwards, Menard, Coke, Val Verde County, Free Ranging Exotics) to South Texas (Kinney, Duval, Live Oak County, Whitetail, Hogs). Large acreage or small. 30 Year Fixed Rate Owner Financing, Only 5% Down. Call Toll Free or Email For Individual Prices and Terms. ranchenterprisesltd.com 800-876-9720

commercial real estate for rent

Commercial Flex Space Near Lockheed Approx. 2,940-3,200 sq ft $3,295-$3,895 mo. Gene Thompson & Associates (817) 246-4646 gtatx.com



- RENT Office Space downtown FTW high rise building $509.00 regaldesigngrp@outlook.com 817-805-7285817-805-7285, regaldesigngrp@outlook.com

miscellaneous



NWC E BAILEY BOSWELL FM 156

LEGAL	NAME	MAILING ADDRESS	CITY	STATE	ZIP	PROPERTY ADDRESS IF DIFFERENT FROM MAILING ADDRESS
10486 & 10484N	EAGLE MOUNTAIN SAGINAW ISD	1200 N OLD DECATUR ROAD	SAGINAW	TX	76179	BM Rd and Lavonne Rd
A 183 1B	BANA, INC	624 E MCLEROY BLVD	SAGINAW	TX	76179	851 E McLeroy Blvd
A 345 2F	U S A	P O BOX 17300	FORT WORTH	TX	76116	1102 E McLeroy Blvd
A 345 2F1	ICON TEXAS DEVELOPMENT	4037 LEGACY TDR	CARROLLTON	TX	75010	1150 McLeroy Blvd

City of Saginaw

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

April 6, 2020

NOTICE OF PUBLIC HEARINGS

THIS IS A REQUESTED CHANGE IN PROPERTY ZONING

RE: PZ 0420-01 Consideration of a request to change zoning from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Light Industrial (LI) and Multi Family (MF2) on 76.613 acres of land out of J Walker Survey Abstract 1602, Tracts 3C and 3E, and the J Bradford Survey, Abstract 183, Tracts 1K and 1, located north of East McLeroy Blvd, and west of Blue Mound Road (Hwy 156).

Dear Property Owner:

The Planning and Zoning Commission of the City of Saginaw will hold a Public Hearing on the 14th day of April, 2020 at 6:00 p.m. and the City Council of the City of Saginaw, Texas, will hold a Public Hearing on the 21st day of April, 2020 at 6:00 p.m. at the Saginaw City Hall, 333 West McLeroy Boulevard, Saginaw, Texas, for the purpose of considering a request from Michael Clark, with Winkelmann & Associates, Inc. at 6750 Hillcrest Plaza #215, Dallas Texas, 75230 to change the zoning on the above mentioned property from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Light Industrial (LI) and Multi Family (MF2).

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

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

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

Sincerely,

Mary Ragle
Planning & Zoning Secretary

Enclosures: Map of requested property and reply form.

REPLY FORM

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

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

REPLY

RE: Planning and Zoning Meeting on 4/14/2020 and City Council Meeting on 4/21/2020 to consider a request for change in zoning on property located at the NWC of E. McLeroy Blvd. and Blue Mound Rd (FM156).

Name:_____

Address:_____

Phone Number:_____

( ) In Favor

( ) Opposed

Reasons and/or Comments

_____

_____

_____

_____

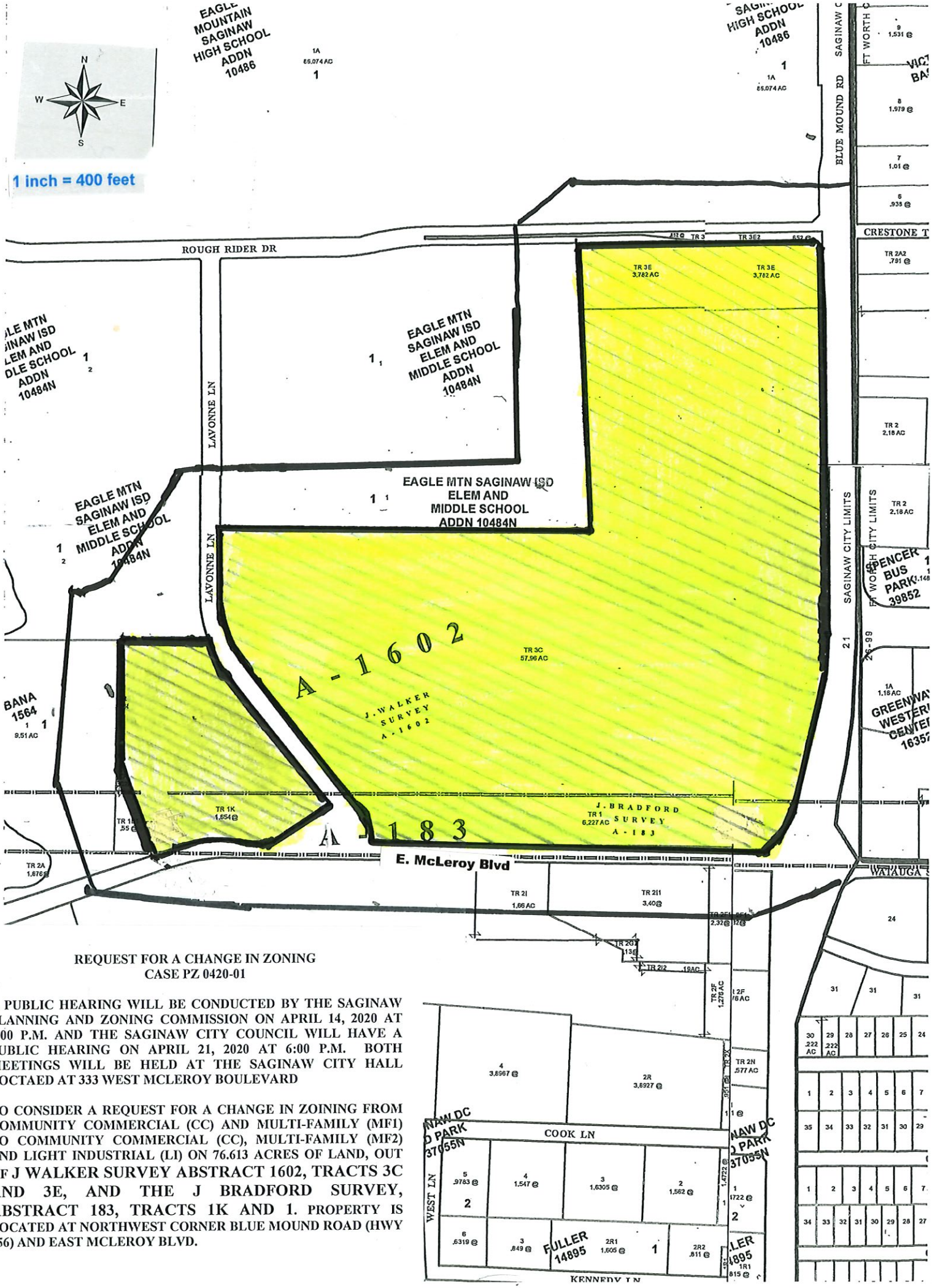
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REQUEST FOR A CHANGE IN ZONING
CASE PZ 0420-01

A PUBLIC HEARING WILL BE CONDUCTED BY THE SAGINAW PLANNING AND ZONING COMMISSION ON APRIL 14, 2020 AT 6:00 P.M. AND THE SAGINAW CITY COUNCIL WILL HAVE A PUBLIC HEARING ON APRIL 21, 2020 AT 6:00 P.M. BOTH MEETINGS WILL BE HELD AT THE SAGINAW CITY HALL LOCTAED AT 333 WEST MCLEROY BOULEVARD

TO CONSIDER A REQUEST FOR A CHANGE IN ZOINING FROM COMMUNITY COMMERCIAL (CC) AND MULTI-FAMILY (MF1) TO COMMUNITY COMMERCIAL (CC), MULTI-FAMILY (MF2) AND LIGHT INDUSTRIAL (LI) ON 76.613 ACRES OF LAND, OUT OF J WALKER SURVEY ABSTRACT 1602, TRACTS 3C AND 3E, AND THE J BRADFORD SURVEY, ABSTRACT 183, TRACTS 1K AND 1. PROPERTY IS LOCATED AT NORTHWEST CORNER BLUE MOUND ROAD (HWY 156) AND EAST MCLEROY BLVD.

CITY OF SAGINAW
PLANNING AND ZONING COMMISSION APPLICATION
APPLICATION FOR REQUEST TO CHANGE ZONING

CASE NUMBER: PZ042001

All information required in the Zoning Ordinance #2002-04 and/or the Subdivision Ordinance # 2006-10 of the City of Saginaw must be received in the Building Inspection Office by 12:00 noon on the 28th day (always a Tuesday) prior to the Planning and Zoning Commission meeting. Zoning change requests must be accompanied by Exhibits showing existing zoning and proposed zoning.

The office personnel will strictly adhere to the submittal deadline date and time. THERE WILL BE NO EXCEPTIONS. Failure to submit the appropriate signed applications, required information, engineering details, or payment of the required fees will result in refusal of the application.

Acceptance of an application IS NOT A GUARANTEE that an applicant's case will be scheduled for a SPECIFIC AGENDA DATE. After reviewing the application the office personnel will contact the applicant for any required corrections. The agenda date will set after compliance by the applicant of all the required information has been submitted and approved for submittal to the City of Saginaw or Planning and Zoning Commission for consideration.

REQUEST FOR CONSIDERATION OF

ZONING CHANGE (✓) PLANNED DEVELOPMENT ( ) DEVELOPMENT PLAN ( )

FLOODWAY OR FLOODPLAIN DEVELOPMENT ( )

CURRENT ZONING: CC & MF1 PROPOSED ZONING: CC/MF2/ /LI

LEGAL DESCRIPTION: *(fill in the one that applies)* See attached Exhibit A.

LOT:_____ BLOCK:_____ ADDITION:_____

TRACT:_____ ABSTRACT:_____ SURVEY:_____

(IF LEGAL DESCRIPTION IS TOO LONG ATTACH A COMPLETE COPY)

ADDRESS and/ or LOCATION OF PROPERTY: NWC McELROY & FM156

NAME OF PROPOSED DEVELOPMENT: _____

TOTAL ACREAGE OF PROPERTY: 76.613 AC

REASON FOR ZONING REQUEST: (please be specific)

TO ADJUST ZONING DISTRICT LINES TO CORRELATE WITH ROADWAY EXTENSIONS, PROPERTY LINES & PROPOSED DEVELOPMENT SCHEME

(Use additional sheets and attach if necessary)

CURRENT ZONING: MF-1 & CC

REQUESTED ZONING: CC
MF1 & SF(A)
L.I

I hereby certify that I will follow all Ordinances as set forth by the city of Saginaw with respect to my Subdivision and understand that copies of the Zoning Ordinance and Subdivision Ordinance are available for my purchase. I further understand that the payment of the required fees does not in any way guarantee approval of my request or obligate the city in any way to refund said fees.

OWNER'S SIGNATURE: Lavonne White PHONE #: 817-281-7671

and/or OPTION HOLDER: _____ PHONE #: _____

OWNER'S NAME:(Please Print) LAVONNE WHITE

OWNER'S ADDRESS: 5748 SARAMAC DR WATAUGA TX 76148

APPLICANT'S SIGNATURE: _____ PHONE # : 2148017216

APPLICANT'S NAME: MICHAEL CLARK

APPLICANT'S ADDRESS: WINKELMANN & ASSOCIATES, INC
6750 HILLCREST PLAZA #215
DALLAS TX 75230

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: M Rangel DATE: 2-5-2020 TIME: _____

FEE FOR APPLICATION: $1500. RECEIPT #: 178334

SUBMITTED INFORMATION REVIEWED BY: City Staff, City Engineer, Fire Dept

PLANNING AND ZONING COMMISSION MEETING DATE: 4/14/20

ACTION TAKEN: _____

CITY COUNCIL MEETING DATE: 4-21-2020

ACTION TAKEN: _____

PROPERTY DESCRIPTION
TRACT A

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a Mag-Nail with shiner stamped "W.A.I. R.P.L.S. 5714" found for the Southeast corner of said Cheri Elaine Walker & Judy Lynn Hartt tract and the Southwest corner of a corner clip at the intersection of the West right-of-way of Blue Mound Road (F.M. 156), a variable width right-of-way, and the North right-of-way of McLeroy Boulevard, a variable width right-of-way;

THENCE North 89 deg 16 min 11 sec West, along the North right-of-way of said McLeroy Boulevard and the Southerly line of said Cheri Elaine Walker & Judy Lynn Hartt tract, a distance of 1,391.79 feet to a point for corner, said point being the beginning of a non-tangent curve to the left, with a radius of 800.00 feet, a central angle of 44 deg 21 min 00 sec, a chord bearing of North 68 deg 14 min 17 sec East, and a chord length of 603.90 feet;

THENCE departing the North right-of-way of said McLeroy Boulevard and over and across said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

Along said non-tangent curve to the left, an arc distance of 619.24 feet to a point for corner:

North 46 deg 02 min 01 sec East, a distance of 482.68 feet to a point for corner, said point being the beginning of a curve to the right, with a radius of 800.00 feet, a central angle of 44 deg 45 min 06 sec, a chord bearing of North 68 deg 24 min 34 sec East, and a chord length of 609.09 feet;

Along said curve to the right, an arc distance of 624.85 feet to a point for corner;

South 89 deg 12 min 53 sec East, a distance of 155.62 feet to a point for corner, said point being situated in the West right-of-way of said Blue Mound Road (F.M. 156) and the Easterly line of said Cheri Elaine Walker & Judy Lynn Hartt tract;

THENCE along the West right-of-way of said Blue Mound Road (F.M. 156) and the East line of said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

South 00 deg 50 min 30 sec East, a distance of 43.78 feet to a 5/8-inch iron rod with yellow plastic cap stamped "SAMLLC" found for corner;

South 10 deg 52 min 15 sec West, a distance of 574.10 feet to a 5/8-inch iron rod found for the Northerly corner of said corner clip;

THENCE South 34 deg 24 min 27 sec West, continuing along said corner clip, a distance of 231.68 feet to the POINT OF BEGINNNIG.

CONTAINING within these metes and bounds 15.025 acres or 654,502 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

PROPERTY DESCRIPTION
TRACT B

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found at the Northwest end of a corner clip at the intersection of the South right-of-way line of Rough Rider Drive (variable width right-of-way) and the West right-of-way line of Blue Mound Road (variable width right-of-way);

THENCE South 45 deg 59 min 44 sec East, along said corner clip, a distance of 35.41 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner, said iron rod being situated in said West right-of-way line and the East line of said Cheri Elaine Walker & Judy Lynn Hartt tract;

THENCE South 00 deg 50 min 30 sec East, along the West right-of-way line of said Blue Mound Road and the East line of said Cheri Elaine Walker & Judy Lynn Hartt tract, a distance of 1,321.18 feet to a point for corner;

THENCE departing the West right-of-way line of said Blue Mountain Road and over and across said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

North 89 deg 12 min 53 sec West, a distance of 155.62 feet to a point for corner, said point being the beginning of a curve to the left, with a radius of 800.00 feet, a central angle of 08 deg 37 min 55 sec, a chord bearing of South 86 deg 28 min 10 sec West, and a chord length of 120.41 feet;

Along said curve to the left, an arc distance of 120.52 feet to a point for corner;

North 00 deg 50 min 30 sec West, a distance of 1,124.68 feet to a point for corner;

South 89 deg 05 min 11 sec West, a distance of 153.53 feet to a point for corner;

North 00 deg 50 min 30 sec West, a distance of 222.40 feet to a point for corner, said point being situated in the Southerly right-of-way of said Rough Rider Drive;

North 89 deg 05 min 11 sec East, along the Southerly right-of-way of said Rough Rider Drive, a distance of 404.25 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 9.283 acres or 404,387 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

PROPERTY DESCRIPTION
TRACT C

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a Mag-Nail with shiner stamped "W.A.I. R.P.L.S. 5714" found at the intersection of the North right-of-way of McLeroy Boulevard and the Northeasterly right-of-way of Lavonne Lane, a 68-foot right-of-way, said iron rod being situated in the Southerly line of said Cheri Elaine Walker & Judy Lynn Hartt tract;

THENCE departing the North right-of-way of said McLeroy Boulevard and along the Northeasterly right-of-way of said Lavonne Lane and over and across said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

> North 00 deg 43 min 49 sec East, a distance of 49.81 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner, said iron rod being the beginning of a curve to the left, with a radius of 168.00 feet, a central angle of 40 deg 25 min 39 sec East, a chord bearing of North 19 deg 28 min 55 sec West, and a chord length of 116.10 feet;
>
> Along said curve to the left, an arc distance of 118.54 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner;
>
> North 39 deg 41 min 48 sec West, a distance of 602.37 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner, said iron rod being the beginning of a curve to the right, with a radius of 416.00 feet, a central angle of 39 deg 02 min 13 sec, a chord bearing of North 20 deg 10 min 42 sec West, and a chord length of 277.98 feet;
>
> Along said curve to the right, an arc distance of 283.43 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner;
>
> North 00 deg 39 min 36 sec West, a distance of 225.27 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Southwest corner of Lot 1, Block 1, Eagle Mountain-Saginaw ISD Elementary and Middle School Addition, an addition to the City of Saginaw, Tarrant County, Texas, according to the plat thereof recorded in County Clerk's Instrument Number D211200490, Official Public Records, Tarrant County, Texas;

THENCE South 89 deg 45 min 01 sec East, departing the Easterly right-of-way of said Lavonne Lane and continuing over and across said Cheri Elaine Walker & Judy Lynn

Hartt tract, a distance of 1,246.96 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Southeast corner of said Lot 1;

THENCE North 00 deg 50 min 30 sec West, along the East line of said Lot 1 and continuing over and across said Cheri Elaine Walker & Judy Lynn Hartt tract, a distance of 1,009.30 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner, said iron rod being situated in the Southerly right-of-way of Rough Rider Drive, a variable width right-of-way;

THENCE North 89 deg 05 min 11 sec East, departing the Easterly line of said Lot 1 and continuing over and across said Cheri Elaine Walker & Judy Lynn Hartt tract and along the Southerly right-of-way of said Rough Rider Drive, a distance of 470.40 feet to a point for corner;

THENCE departing the Southerly right-of-way of said Rough Rider Drive and continuing over and across said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

South 00 deg 50 min 30 sec East, a distance of 222.40 feet to a point for corner,

North 89 deg 05 min 11 sec East, a distance of 153.53 feet to a point for corner;

South 00 deg 50 min 30 sec East, a distance of 1,124.68 feet to a point for corner, said point being the beginning of non-tangent curve to the left, with a radius of 800.00 feet, a central angle of 36 deg 07 min 11 sec, a chord bearing of South 64 deg 05 min 37 sec West, and a chord length of 496.02 feet;

Along said non-tangent curve to the left, an arc distance of 504.33 feet to a point for corner;

South 46 deg 02 min 01 sec West, a distance of 482.68 feet to a point for corner, said point being the beginning of a curve to the right, with a radius of 800.00 feet, a central angle of 44 deg 21 min 00 sec, a chord bearing of South 68 deg 14 min 17 sec West, and a chord length of 603.90 feet;

Along said curve to the right, an arc distance of 619.24 to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 44.993 acres or 1,959,897 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

PROPERTY DESCRIPTION
TRACT D

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164, Deed Records, Tarrant County, Texas, and being more particularly described as follows: and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the Northeasterly corner of a non-tangent curving corner clip to the right, at the intersection of the Westerly right-of-way line of Lavonne Lane and the Northerly right-of-way line of McLeroy Boulevard (variable width right-of-way), said non-tangent curve to the right, having a radius of 1,199.19 feet, a central angle of 16 deg 14 min 46 sec, a chord bearing of South 60 deg 22 min 57 sec West and a chord length of 338.89 feet;

THENCE along said non-tangent curving corner clip and said curve to the right, an arc distance of 340.03 feet to a MAG nail with shiner stamped "W.A.I. R.P.L.S. 5714" set for corner, said MAG nail being situated in the approximate centerline of said McLeroy Boulevard;

THENCE North 89 deg 16 min 11 sec West, along said approximate centerline, a distance of 255.21 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the Southeast corner of a tract of land as described in deed to Bana, Inc., recorded in County Clerk's File No. D216107091, Deed Records, Tarrant County, Texas;

THENCE North 20 deg 07 min 00 sec West, departing said approximate centerline and along the Easterly line of said Bana, Inc. tract, a distance of 377.94 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 00 deg 49 min 13 sec West, departing the North line of said Bana, Inc. tract, a distance of 356.73 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 89 deg 55 min 47 sec East, a distance of 266.02 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the Westerly right-of-way line of said Levonne Lane and being the beginning of a non-tangent curve to the left having a radius of 484.00 feet, a central angle of 19

deg 24 min 51 sec, a chord bearing of South 29 deg 59 min 23 sec East and a chord length of 163.22 feet;

THENCE along said Westerly right-of-way line and said non-tangent curve to the left, an arc distance of 164.00 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner;

THENCE South 39 deg 41 min 48 sec East, along said Westerly right-of-way line, a distance of 528.07 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 7.311 acres or 318,451 square feet of land, more or less.

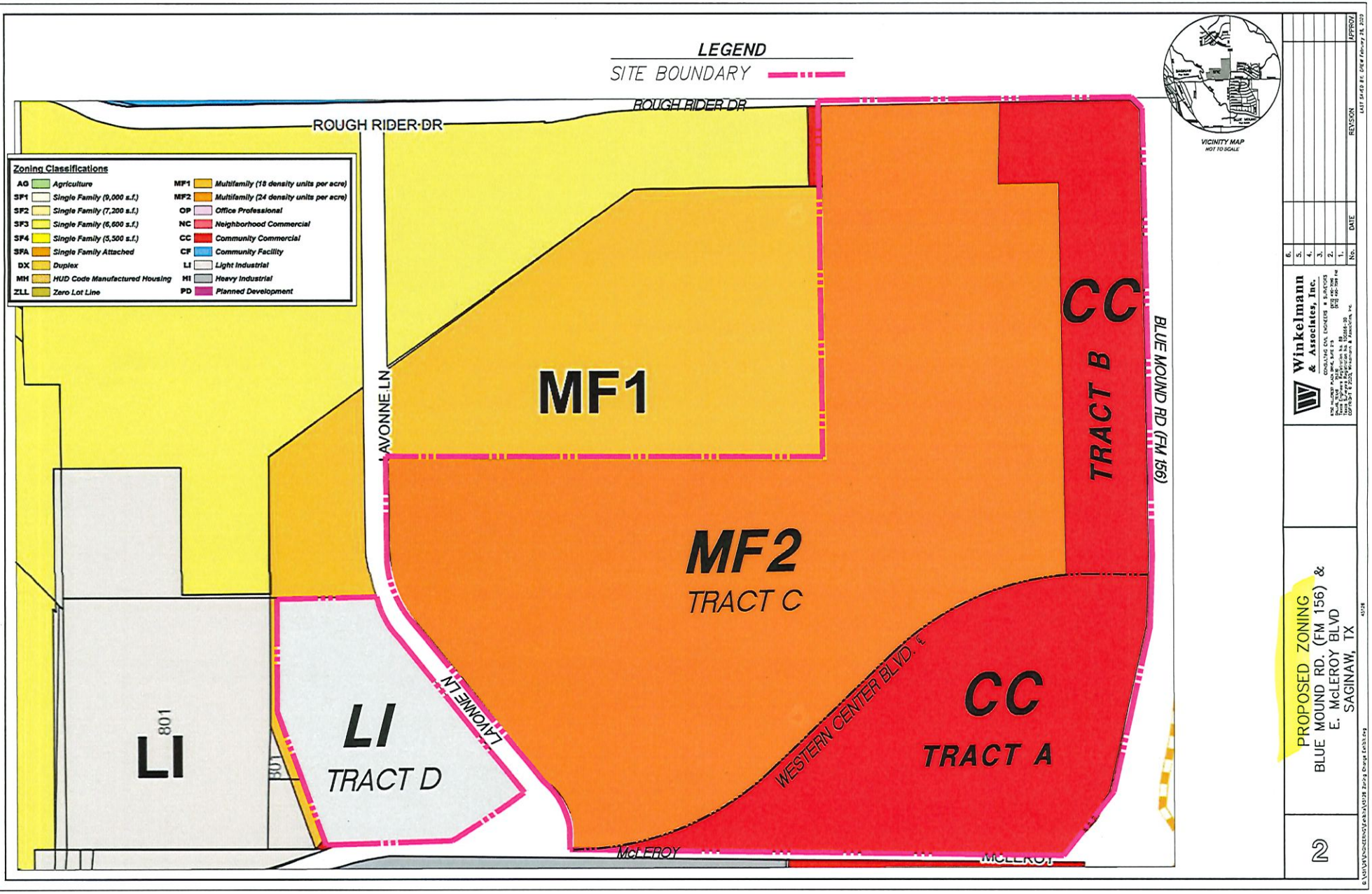
Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

EXISTING

EXISTING ZONING
BLUE MOUND RD. (FM 156) &
E. McLEROY BLVD
SAGINAW, TX

Winkelmann & Associates, Inc.

No.	DATE	REVISION	APPROV
6.			
5.			
4.			
3.			
2.			
1.			


LEGEND
SITE BOUNDARY
ROUGH RIDER DR
ROUGH RIDER DR
Zoning Classifications
AG Agriculture
SF1 Single Family (9,000 s.f.)
SF2 Single Family (7,200 s.f.)
SF3 Single Family (6,600 s.f.)
SF4 Single Family (5,500 s.f.)
SFA Single Family Attached
DX Duplex
MH HUD Code Manufactured Housing
ZLL Zero Lot Line
MF1 Multifamily (18 density units per acre)
MF2 Multifamily (24 density units per acre)
OP Office Professional
NC Neighborhood Commercial
CC Community Commercial
CF Community Facility
LI Light Industrial
HI Heavy Industrial
PD Planned Development
MF1
MF2
TRACT C
CC
TRACT B
CC
TRACT A
LI
TRACT D
LI
801
801
LAVONNE LN
LAVONNE LN
BLUE MOUND RD (FM 156)
WESTERN CENTER BLVD.
McLEROY
McLEROY
VICINITY MAP
NOT TO SCALE
PROPOSED ZONING
BLUE MOUND RD. (FM 156) &
E. McLEROY BLVD
SAGINAW, TX
2
Winkelmann & Associates, Inc.
No.
DATE
REVISION
APPROV

PROPOSED

March 31, 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	47 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	79 permits issued for new homes.
Bar C Ranch, Phase 2	Steve Hawkins Custom Homes	66	66 permits issued.
Basswood Crossing, Phase 1	D R Horton	75	70 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	209 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 4/7/2020
Street Maintenance Fund Projects:			
Name of Project	**Status**	**Estimated Date of Completion**	**Comments:**
Anderson Street Reconstruction	Construction underway	Spring 2020	Reconstruct from Saginaw Blvd to Blue Bonnet
Hialeah Park Reconstruction	Construction to begin 3/2/2020	Spring 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
Saginaw Health Care and Rehab	848 W. McLeroy Blvd	Permit under review	51, 707 SF, $6,796,000 care facility
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.
Terry's Donuts	1209 N Saginaw Blvd	Permit under review	Remodel
BOA			
Applicant	**Location**	**Status**	**Comments**
Planning & Zoning	**Location**	**Status**	**Comments**
Beltmill Planned Development	NE corner Saginaw Blvd and E Bailey Boswell Rd	Pending	comments for preliminary plat submitted to engineer. Plan review under way .
The Square Preliminary Plat	North and West of Wal-Mart	Under Review	Revised Drainage study review underway
Saginaw Skilled Nursing Facility Final Plat	NE corner Knowles Dr and W McLeroy Blvd	Pending	Final Plat filed with county
Gary Havener	Amending Plat for Lots 2R4A, 2R4B, 2R4C, 2R4, Block A, Van Zandt Place	Pending	TIA and Drainage study underway by developer
City of Saginaw	Amend Zoning Ordinance	P&Z 3/10 CC 3/17	Council approved ordinance on 3/17/20
City of Saginaw	Amend Zoning Ordinance	P&Z 3/10 CC 3/17	Council approved ordinance on 3/17/20

Michael Clark, P.E. Winkelmann & Assoc	Rezoning request NWC E McLeroy and Blue Mound Rd	P&Z 4/14/20 CC 4/21/20	76.613 acre development. Change zoning from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC), Light Industrial (LI) and Multi Family (MF2)
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. Awaiting contractor/vendor response on merry go round installation issue.
2020 Year 46 CBDG	200-500 Block Blue Bonnet	CC 3/17/20	Council approved Resolution in support on 3/27/20 meeting

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
PZ 0310-01	City of Saginaw	Zoning Ordinance Amendment	Amend regulations for Parking Lot, Off Premises	03/10/20	Recommended Approval	03/17/20	Approved
PZ 0310-o02	City of Saginaw	Zoning Ordinance Amendment	Amend regulations for Auto Car Wash	03/10/20	Recommended Approval	03/17/20	Approved

ORDINANCE NO. 2020-12

(NORTHWEST CORNER BLUE MOUND ROAD (HWY 156) AND EAST MCLEROY BOULEVARD)

AN ORDINANCE AMENDING ORDINANCE NO. 2002-04, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF SAGINAW, TEXAS, BY CHANGING THE ZONING CLASSIFICATION OF APPROXIMATELY 76.613 ACRES OF LAND OUT OF THE J. WALKER SURVEY, ABSTRACT 1602, TRACTS 3C AND 3E, AND THE J.A. BRADFORD SURVEY, ABSTRACT 183, TRACTS 1K AND 1, LOCATED AT THE NORTHWEST CORNER OF BLUE MOUND ROAD (HWY156) AND EAST MCLEROY BOULEVARD FROM COMMUNITY COMMERCIAL (CC) AND MULTIFAMILY (MF1) TO COMMUNITY COMMERCIAL (CC) (20.308 ACRES), MULTIFAMILY (MF2) (44.993 ACRES) AND LIGHT INDUSTRIAL (LI) (7.311 ACRES) AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; BY AMENDING THE COMPREHENSIVE LAND USE PLAN RELATING TO SAID PROPERTY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Saginaw, 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;

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

WHEREAS, the City Council has previously passed an ordinance adopting a Comprehensive Land Use Plan as the primary document on which to base all zoning,

platting, and other land use decisions;

WHEREAS, the Comprehensive Land Use Plan provides guidance for future development in conformance with the adopted Future Land Use Map;

WHEREAS, in accordance with Section 1-3 of the Zoning Ordinance of the City, the Planning and Zoning Commission of the City of Saginaw, Texas at the request of the City Council of the City of Saginaw, Texas, has initiated consideration of a change in zoning classification for the properties described as J. Walker Survey, Abstract 1602, Tracts 3C and 3E, and the J.A. Bradford Survey, Abstract 183, Tracts 1K And 1, (Exhibit "A"), Tarrant County, Texas, located in the City of Saginaw, Texas, from Community Commercial (CC) and Multifamily (MF1) to Community Commercial (CC) (24.308 acres), Multifamily (MF2) (44.993 acres), and Light Industrial (LI) (7.311 acres) as shown in Exhibit "B."

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on April 14, 2020 and the City Council of the City of Saginaw, Texas held a public hearing on May 19, 2020 with respect to the zoning changes and amended land use designation described herein;

WHEREAS, the City Council has determined that an amendment to the Comprehensive Land Use Map, as provided herein, redesignating the below described property from Community Commercial (CC) to Community Commercial (CC) and Multifamily (MF2) land use is appropriate and is in accordance with the growth goals, objectives and planning principles set forth in the Comprehensive Land Use Plan;

WHEREAS, the City Council has further determined that the requested rezoning of the below described property is in the best interest of the citizens of Saginaw and is

necessary to correct a manifest error in the regulations or map; to recognize changed conditions or circumstances in a particular locality; or to recognize changes in technology, the style of living, or manner of doing business; and

WHEREAS, the City has complied with all requirements of Chapters 211 and 213 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the rezoning of the property and the amendment of the Comprehensive Land Use Plan.

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

SECTION 1.

The Saginaw, Texas, Comprehensive Land Use Plan, dated July 2016, as amended, is hereby amended by changing the Future Land Use Map to redesignate the hereinafter described property and area as follows:

Approximately 21.295 acres of land and being more fully described as:

J. Walker Survey, Abstract 1602, Tracts 3C and 3E, and the J.A. Bradford Survey, Abstract 183, Tracts 1K and 1, Saginaw, Tarrant County, Texas.

From Community Commercial (CC) and Multi-Family (MF1) to Community Commercial (CC), Multifamily (MF2), and Light Industrial (LI), as depicted in Exhibit "C," hereto.

SECTION 2.

Ordinance No. 2002-04, as amended, is hereby amended by rezoning the property described above from Community Commercial (CC) and Multifamily (MF1) to Community Commercial (CC), Multifamily (MF2), and Light Industrial (LI) as shown in Exhibit "B," hereto.

SECTION 3.

The zoning districts as herein established have been made in accordance with a

Comprehensive Land Use Plan for the purpose of promoting the health, safety, morals, and general welfare of the community.

SECTION 4.

The official zoning map of the City of Saginaw is hereby amended and the City Secretary is hereafter directed to revise the zoning map to reflect zoning classifications as set forth above.

SECTION 5.

The City Secretary is directed to revise the Future Land Use Map to reflect the revised land use designations as set forth above.

SECTION 6.

The use of the property described above shall be subject to all the applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City of Saginaw.

SECTION 7.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Saginaw, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 8.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such

unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 9.

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 10.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of Ordinance No. 2002-04, as amended, or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 11.

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

SECTION 12.

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 21st DAY OF May 2020.

_____

MAYOR, TODD FLIPPO

ATTEST:

_____

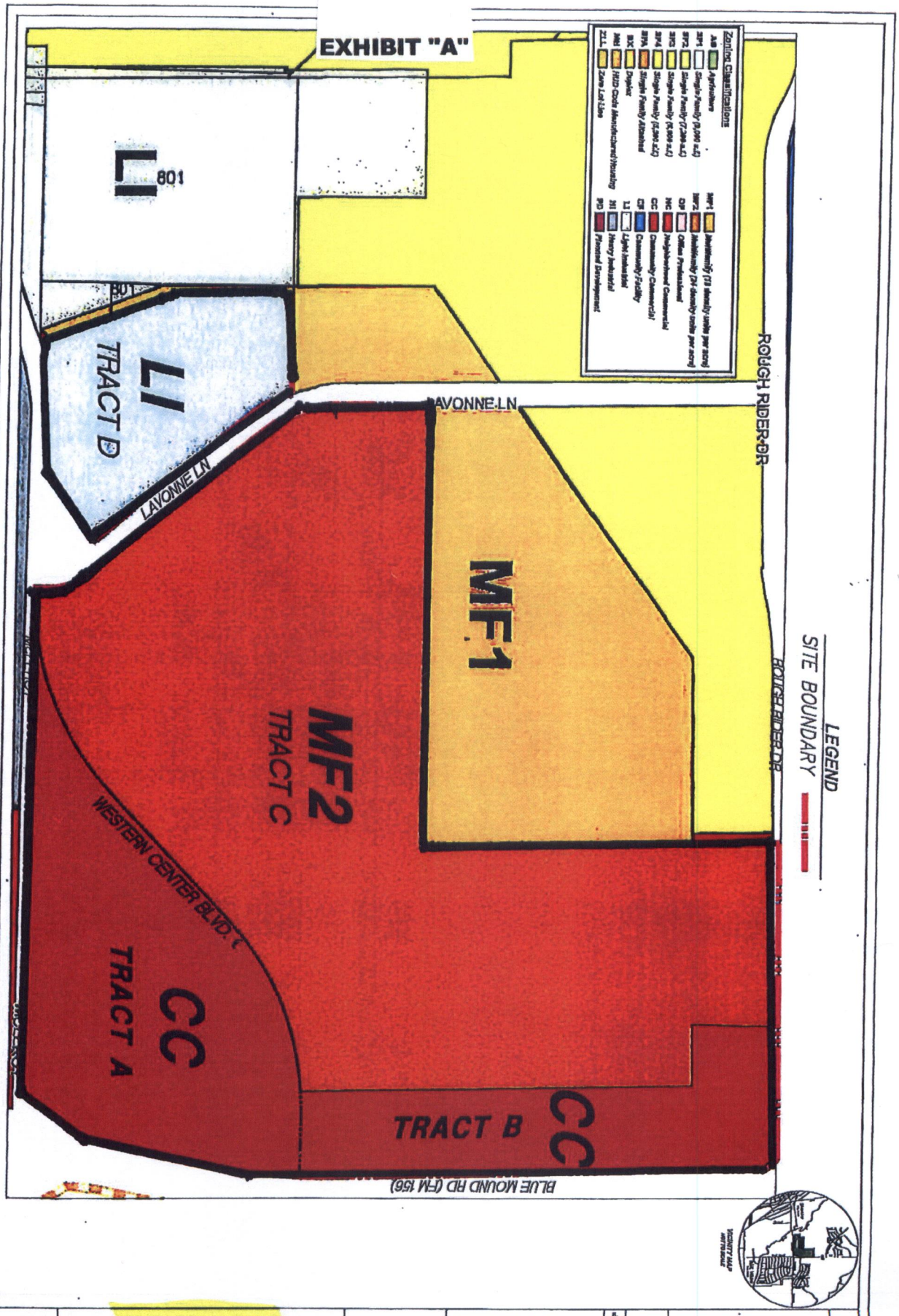
CITY SECRETARY, JANICE ENGLAND

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____

CITY ATTORNEY, BRYN MEREDITH



PROPOSED ZONING
BLUE MOUND RD. (FM 156) &
E. McLEROY BLVD
SAGINAW, TX

Winkelmann & Associates, Inc.

No.	DATE	REVISION	APPROV.
6.			
5.			
4.			
3.			
2.			
1.			

EXHIBIT "B"

PROPERTY DESCRIPTION
TRACT A

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a Mag-Nail with shiner stamped "W.A.I. R.P.L.S. 5714" found for the Southeast corner of said Cheri Elaine Walker & Judy Lynn Hartt tract and the Southwest corner of a corner clip at the intersection of the West right-of-way of Blue Mound Road (F.M. 156), a variable width right-of-way, and the North right-of-way of McLeroy Boulevard, a variable width right-of-way;

THENCE North 89 deg 16 min 11 sec West, along the North right-of-way of said McLeroy Boulevard and the Southerly line of said Cheri Elaine Walker & Judy Lynn Hartt tract, a distance of 1,391.79 feet to a point for corner, said point being the beginning of a non-tangent curve to the left, with a radius of 800.00 feet, a central angle of 44 deg 21 min 00 sec, a chord bearing of North 68 deg 14 min 17 sec East, and a chord length of 603.90 feet;

THENCE departing the North right-of-way of said McLeroy Boulevard and over and across said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

Along said non-tangent curve to the left, an arc distance of 619.24 feet to a point for corner:

North 46 deg 02 min 01 sec East, a distance of 482.68 feet to a point for corner, said point being the beginning of a curve to the right, with a radius of 800.00 feet, a central angle of 44 deg 45 min 06 sec, a chord bearing of North 68 deg 24 min 34 sec East, and a chord length of 609.09 feet;

Along said curve to the right, an arc distance of 624.85 feet to a point for corner;

South 89 deg 12 min 53 sec East, a distance of 155.62 feet to a point for corner, said point being situated in the West right-of-way of said Blue Mound Road (F.M. 156) and the Easterly line of said Cheri Elaine Walker & Judy Lynn Hartt tract;

THENCE along the West right-of-way of said Blue Mound Road (F.M. 156) and the East line of said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

South 00 deg 50 min 30 sec East, a distance of 43.78 feet to a 5/8-inch iron rod with yellow plastic cap stamped "SAMLLC" found for corner;

South 10 deg 52 min 15 sec West, a distance of 574.10 feet to a 5/8-inch iron rod found for the Northerly corner of said corner clip;

THENCE South 34 deg 24 min 27 sec West, continuing along said corner clip, a distance of 231.68 feet to the POINT OF BEGINNNIG.

CONTAINING within these metes and bounds 15.025 acres or 654,502 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

PROPERTY DESCRIPTION
TRACT B

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found at the Northwest end of a corner clip at the intersection of the South right-of-way line of Rough Rider Drive (variable width right-of-way) and the West right-of-way line of Blue Mound Road (variable width right-of-way);

THENCE South 45 deg 59 min 44 sec East, along said corner clip, a distance of 35.41 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner, said iron rod being situated in said West right-of-way line and the East line of said Cheri Elaine Walker & Judy Lynn Hartt tract;

THENCE South 00 deg 50 min 30 sec East, along the West right-of-way line of said Blue Mound Road and the East line of said Cheri Elaine Walker & Judy Lynn Hartt tract, a distance of 1,321.18 feet to a point for corner;

THENCE departing the West right-of-way line of said Blue Mountain Road and over and across said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

North 89 deg 12 min 53 sec West, a distance of 155.62 feet to a point for corner, said point being the beginning of a curve to the left, with a radius of 800.00 feet, a central angle of 08 deg 37 min 55 sec, a chord bearing of South 86 deg 28 min 10 sec West, and a chord length of 120.41 feet;

Along said curve to the left, an arc distance of 120.52 feet to a point for corner;

North 00 deg 50 min 30 sec West, a distance of 1,124.68 feet to a point for corner;

South 89 deg 05 min 11 sec West, a distance of 153.53 feet to a point for corner;

North 00 deg 50 min 30 sec West, a distance of 222.40 feet to a point for corner, said point being situated in the Southerly right-of-way of said Rough Rider Drive;

North 89 deg 05 min 11 sec East, along the Southerly right-of-way of said Rough Rider Drive, a distance of 404.25 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 9.283 acres or 404,387 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

PROPERTY DESCRIPTION
TRACT C

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a Mag-Nail with shiner stamped "W.A.I. R.P.L.S. 5714" found at the intersection of the North right-of-way of McLeroy Boulevard and the Northeasterly right-of-way of Lavonne Lane, a 68-foot right-of-way, said iron rod being situated in the Southerly line of said Cheri Elaine Walker & Judy Lynn Hartt tract;

THENCE departing the North right-of-way of said McLeroy Boulevard and along the Northeasterly right-of-way of said Lavonne Lane and over and across said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

North 00 deg 43 min 49 sec East, a distance of 49.81 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner, said iron rod being the beginning of a curve to the left, with a radius of 168.00 feet, a central angle of 40 deg 25 min 39 sec East, a chord bearing of North 19 deg 28 min 55 sec West, and a chord length of 116.10 feet;

Along said curve to the left, an arc distance of 118.54 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner;

North 39 deg 41 min 48 sec West, a distance of 602.37 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner, said iron rod being the beginning of a curve to the right, with a radius of 416.00 feet, a central angle of 39 deg 02 min 13 sec, a chord bearing of North 20 deg 10 min 42 sec West, and a chord length of 277.98 feet;

Along said curve to the right, an arc distance of 283.43 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner;

North 00 deg 39 min 36 sec West, a distance of 225.27 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Southwest corner of Lot 1, Block 1, Eagle Mountain-Saginaw ISD Elementary and Middle School Addition, an addition to the City of Saginaw, Tarrant County, Texas, according to the plat thereof recorded in County Clerk's Instrument Number D211200490, Official Public Records, Tarrant County, Texas;

THENCE South 89 deg 45 min 01 sec East, departing the Easterly right-of-way of said Lavonne Lane and continuing over and across said Cheri Elaine Walker & Judy Lynn

Hartt tract, a distance of 1,246.96 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Southeast corner of said Lot 1;

THENCE North 00 deg 50 min 30 sec West, along the East line of said Lot 1 and continuing over and across said Cheri Elaine Walker & Judy Lynn Hartt tract, a distance of 1,009.30 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner, said iron rod being situated in the Southerly right-of-way of Rough Rider Drive, a variable width right-of-way;

THENCE North 89 deg 05 min 11 sec East, departing the Easterly line of said Lot 1 and continuing over and across said Cheri Elaine Walker & Judy Lynn Hartt tract and along the Southerly right-of-way of said Rough Rider Drive, a distance of 470.40 feet to a point for corner;

THENCE departing the Southerly right-of-way of said Rough Rider Drive and continuing over and across said Cheri Elaine Walker & Judy Lynn Hartt tract the following:

South 00 deg 50 min 30 sec East, a distance of 222.40 feet to a point for corner,

North 89 deg 05 min 11 sec East, a distance of 153.53 feet to a point for corner;

South 00 deg 50 min 30 sec East, a distance of 1,124.68 feet to a point for corner, said point being the beginning of non-tangent curve to the left, with a radius of 800.00 feet, a central angle of 36 deg 07 min 11 sec, a chord bearing of South 64 deg 05 min 37 sec West, and a chord length of 496.02 feet;

Along said non-tangent curve to the left, an arc distance of 504.33 feet to a point for corner;

South 46 deg 02 min 01 sec West, a distance of 482.68 feet to a point for corner, said point being the beginning of a curve to the right, with a radius of 800.00 feet, a central angle of 44 deg 21 min 00 sec, a chord bearing of South 68 deg 14 min 17 sec West, and a chord length of 603.90 feet;

Along said curve to the right, an arc distance of 619.24 to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 44.993 acres or 1,959,897 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

PROPERTY DESCRIPTION
TRACT D

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the J. WALKER SURVEY, ABSTRACT NO. 1602 and the J.A. BRADFORD SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to The Cheri Elaine Walker Trust and The Judy Lynn Hartt Trust, recorded in County Clerk's File Number D209025164, Deed Records, Tarrant County, Texas, and being more particularly described as follows: and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the Northeasterly corner of a non-tangent curving corner clip to the right, at the intersection of the Westerly right-of-way line of Lavonne Lane and the Northerly right-of-way line of McLeroy Boulevard (variable width right-of-way), said non-tangent curve to the right, having a radius of 1,199.19 feet, a central angle of 16 deg 14 min 46 sec, a chord bearing of South 60 deg 22 min 57 sec West and a chord length of 338.89 feet;

THENCE along said non-tangent curving corner clip and said curve to the right, an arc distance of 340.03 feet to a MAG nail with shiner stamped "W.A.I. R.P.L.S. 5714" set for corner, said MAG nail being situated in the approximate centerline of said McLeroy Boulevard;

THENCE North 89 deg 16 min 11 sec West, along said approximate centerline, a distance of 255.21 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the Southeast corner of a tract of land as described in deed to Bana, Inc., recorded in County Clerk's File No. D216107091, Deed Records, Tarrant County, Texas;

THENCE North 20 deg 07 min 00 sec West, departing said approximate centerline and along the Easterly line of said Bana, Inc. tract, a distance of 377.94 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 00 deg 49 min 13 sec West, departing the North line of said Bana, Inc. tract, a distance of 356.73 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 89 deg 55 min 47 sec East, a distance of 266.02 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the Westerly right-of-way line of said Levonne Lane and being the beginning of a non-tangent curve to the left having a radius of 484.00 feet, a central angle of 19

deg 24 min 51 sec, a chord bearing of South 29 deg 59 min 23 sec East and a chord length of 163.22 feet;

THENCE along said Westerly right-of-way line and said non-tangent curve to the left, an arc distance of 164.00 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner;

THENCE South 39 deg 41 min 48 sec East, along said Westerly right-of-way line, a distance of 528.07 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 7.311 acres or 318,451 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

EXHIBIT "C"

Proposed

Saginaw, Texas

ULTIMATE LAND USE PLAN

No.	DATE	REVISION	APPROV.
6.			
5.			
4.			
3.			
2.			
1.			

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
May 12, 2020

Present at the Meeting:

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

Absent from the Meeting:

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

Visitors at the Meeting:

Michael Clark
John Julien
Dorothy Parks

(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, Members Barngrover, Julien and Alternate Member Villarreal.

(3) Audience participation

Item bypassed. No audience

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on April 14, 2020 were presented for approval. A motion was made by Member Barngrover with a second by Alternate Member Villarreal to approve the minutes for April 14, 2020 as presented. Motion carried unanimously.

For: Chairman Lewis
Members Barngrover, Julien, Alternate Member Villarreal

Against: None

Absent Vice Chairman Haney, Member LaBruyere, Alternate Members Peet

(5) PZ 0420-01 PUBLIC HEARING (continued from the April 14, 2020 meeting) Consideration And Action Regarding A Request To Change The Zoning Classification Of Approximately 76.613 Acres Out Of The J Walker Survey Abstract 1602, Tracts 3C And 3E, And The J Bradford Survey, Abstract 183, Tracts 1K And 1 From Community Commercial (CC) And Multi Family (MF1) To Community Commercial (CC), Multi Family (MF2), And Light Industrial (LI) and Revising The Official Zoning Map In Accordance And By Amending The Comprehensive Land Use Plan. Property Is Located At The Northwest Corner Of Blue Mound Road (Hwy 156) And E McLeroy Boulevard.

Chairman Lewis opened the Public Hearing at 6:02 p.m.

Director of Public Works Rick Trice reviewed the information included in the members' packets for this item and explained that the city now has a letter from the school district stating no opposition to the multifamily zoning requested as long as the apartments would be market rate.

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 the zoning change as proposed. Motion carried.

For: Chairman Lewis
Members Barngrover, Julien, Alternate Member Villarreal

Against: None

Absent Vice Chairman Haney, Member LaBruyere, Alternate Members Peet

(6) PZ 0520-01
Consideration And Action Regarding Approval Of A Preliminary Plat For "The Square", A Planned Development Being A 27.256 Acres Out Of The Benjamin Thomas Survey, Abstract No. 1497 Located North Of Walmart Between N Saginaw Blvd And Old Decatur Road

DPW Trice reviewed the information in the members' packet and mentioned that this item is familiar since the members had recommended approval on the planned development during the zoning phase of this project. He also said that Mike Clark was present to answer questions and he is the engineer.

There was a discussion regarding driveway access on Saginaw Boulevard and drainage on the west side of the project.

DPW Trice informed the members that the developer is still working with Texas Department of Transportation regarding the permits along Saginaw Boulevard. He also said the city engineers are in the design process for the reconstruction of N. Old Decatur Road on the west side of this project.

DPW Trice and Mr. Clark answered questions and addressed the concerns of the members.

A motion was made by Member Barngrover with a second by Member Julien to recommend that the City Council approve the Preliminary Plat for The Square as presented. Motion carried.

For: Chairman Lewis

Members Barngrover, Julien, Alternate Member Villarreal

Against: None

Absent Vice Chairman Haney, Member LaBruyere, Alternate Members 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 Chairman Lewis with a second by Alternate Member Villarreal to adjourn the meeting. Motion carried unanimously.

For: Chairman Lewis
Members Barngrover, Julien, Alternate Member Villarreal

Against: None

Absent Vice Chairman Haney, Member LaBruyere, Alternate Members Peet

Chairman Lewis declared the meeting of May 12, 2020 closed at 6:12 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (15)

Staff Contact: Melanie McManus
Director of Human Resources

E-mail: mmcmanus@saginawtx.org

Phone: 817-230-0330

SUBJECT:
Consideration and Action Regarding Agreement Between City of Saginaw and HUB International for Benefits Consulting Services

BACKGROUND/DISCUSSION:
In mid-March, when it became evident that we needed to explore changes to our employee benefit plans, with the City Manager's approval, we began meeting with insurance consulting firms to discuss alternative options.

To ensure we are offering the best benefits at the most affordable price both to employees and the City. With an understanding of the City's budget situation and the need to introduce a new insurance model, a difficult decision was made to change brokers. The broker of choice is HUB International, and with this comes significant savings.

Estimated Annual Commission Fee: $101,904

Establish a benefit trust to reduce rates by 1.75%: $ 31,937

HUB International Flat Rate Fee: $ 37,500

Estimated Cost Savings: $ 96,341

FINANCIAL IMPACT:
The estimated cost savings will be $96,341.

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Agreement

Agreement Between

City of Saginaw and HUB International
For
Benefits Consulting Services

THIS AGREEMENT, entered into the 1st day of May 2020, by and between **City of Saginaw, Texas** {herein called 'Company'} and **HUB International** (herein called 'HUB'} to provide health and welfare consulting services for the Employee Benefits Program of the Company.

WITNESSETH:

WHEREAS, the Company is in need of assistance in the evaluation of the employee health and welfare benefits; and

WHEREAS, HUB has the unique expertise and experience necessary to provide the services; and

WHEREAS, the Company desires to contract with HUB to provide actuarial, health and welfare consulting services for the Employee Benefits program;

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

I. **INDEPENDENT CONTRACTOR RELATIONSHIP –** HUB is an independent contractor and not an employee or servant of the Company.

II. **SCOPE OF SERVICES –** HUB shall provide professional services, in compliance with all applicable federal, state and local laws and regulations relating to the services outlined under **"Exhibit A"**. Notwithstanding anything to the contrary contained in this Agreement, Company and HUB agree and acknowledge that Company is entering into this Agreement in reliance on HUB's special and unique abilities. HUB accepts the relationship of trust and confidence established between it and the Company by this Agreement. HUB acknowledges that HUB shall be solely responsible for determining the methods for performing the services described in Exhibit "A" attached hereto. HUB covenants with Company to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of Company in accordance with Company's requirements, in accordance with the highest standards of HUB's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The HUB warrants, represents, covenants, and agrees that all of the work to be performed by the HUB under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances and involving the work to be performed in accordance with Exhibit "A" attached hereto and incorporated herein. HUB warrants, represents, covenants, and agrees that the work he performs will be accurate and free from any material errors

III. **COMPENSATION –** Beginning May 1, 2020, the City of Saginaw agrees to pay HUB a fee of $3,125 per month ($37,500 annually). HUB will place 100% of its compensation at risk annually based on the City's satisfaction with HUB International services.

HUB will be recognized as the Agent of Record beginning May 1, 2020 on all current lines of coverage. Any commissions that are paid on existing coverage (from 5/1/20 to 9/30/20) will be accounted for and used as an offset to the annual $37,500 consulting fees. As commissions are payed in arrears, HUB will provide a final accounting of all commissions paid on 2/1/2021.

IV. TIME OF PERFORMANCE - The term of this Agreement is from May 1, 2020 through April 30,2021. This term constitutes the first year of the 3-year agreement initially executed May 1, 2020. Either party may terminate this Agreement at any time upon giving sixty (60) days written notice of its intention to do so.

V. EMPLOYEES – HUB employees, if any, who perform services for the Company under this Agreement shall also be bound by the provisions of this Agreement.

VI. ASSIGNMENT – The parties hereby agree that HUB may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of Company.

VII. NOTICES – Communication and details concerning this Agreement shall be directed to the following contract representatives:

City of Saginaw:
Gabe Reaume
City Manager
333 W. McLeroy Blvd.
Saginaw, TX 76179

HUB International:
Brent Weegar
Senior Vice President
10000 N. Central Expwy., Suite 1100
Dallas, TX 75231

VIII. GENERAL COMPLIANCE - HUB agrees to comply with all applicable federal, state, and local laws and regulations relating to the services provided under this Agreement.

IX. INDEPENDENT CONTRACTOR - Nothing in this Agreement is intended, to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. HUB shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Company shall be exempt from payment of Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as HUB is an independent contractor.

X. INDEMNIFICATION -- HUB AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM HUB'S PERFORMANCE UNDER THIS AGREEMENT.

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

XI. WAIVER OF CONTRACTUAL RIGHT – **The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.**

XII. CONSTRUCTION AND VENUE - This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. The parties hereto hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of the state of Texas, county of Tarrant, for the purposes of all legal proceedings arising out of or relating to this Agreement or the actions that are contemplated hereby.

XIII. ENTIRE AGREEMENT – This agreement contains the entire agreement of the parties, with respect to the subject matter herein, and there are no other agreements whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

XIV. AMENDMENTS - Company or HUB may amend this Agreement, at any time, provided that such amendments make specific reference to the Agreement, and are executed in writing, signed by a duly authorized representative of both organizations and approved by the Company's governing body, if necessary.

XV. SEVERABILITY - If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XVI. Authority to Sign. The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Saginaw	**HUB International, Inc.**
_____	_____
Signature	**Signature**
_____	_____
Print	**Print**
_____	_____
Title	**Title**
_____	_____
Date	**Date**

‘EXHIBIT A’

SCOPE OF SERVICES

Analysis and reporting

1. Analyze existing coverage and identify or develop cost -saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide actuarial analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist the City of Saginaw in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain, and update comparison reports of other similar sized public and private companies' benefit plan offerings and costs to determine their competitiveness with the City of Saginaw's programs.
6. Provide financial and/or performance reviews of fully insured plans and programs.
7. Be available to provide various types of reports as needed, such as costs analysis for benefit changes, and other statistical, financial, forecasting, trend, or experience reports.
8. Assist in preparing overall employee insurance fund budget and projections.
9. Maintain full and accurate records with respect to all matters and services provided on behalf of the City of Saginaw's benefit plans and programs. Provide City of Saginaw staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the City of Saginaw's benefit plans and programs.
10. Provide impact analysis, plan options, and strategic recommendations with regard to PPACA.

Liaison and problem intervention

1. Act as liaison between the City of Saginaw and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution.
3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
4. Attendance as needed at meetings with City of Saginaw staff, employees and/or retirees to facilitate and assist in the management of the City of Saginaw's employee benefit plans.
5. Assist the City of Saginaw in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

Compliance

1. Assist with ongoing plan administration and ensure that programs are in compliance with state and federal legislation.
2 provide on-site training to City of Saginaw staff, as needed, regarding regulatory updates, and/or best practice seminars for the effective administration of benefit plans.
3. Review and disseminate information to staff on new or revised state and federal legislation that impacts benefit programs.
4. Assist City of Saginaw staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.

Annual renewal process and evaluation

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
2. Bid City of Saginaw health insurance program and employee benefits on an "as needed" basis. Review proposals and prepare an analysis of each with recommendations.
3. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
4. Recommend appropriate plans to ensure that quality and cost-effective benefits are provided by the plans.
5. Provide annual estimates of renewal rates and cost trends and assist City of Saginaw staff in preparation of budget figures.
6. Conduct thorough and applicable market research in preparation for contract renewals.
7. Assist in negotiating pricing with administration vendors and insurance carriers on renewals and service modification requests.
8. Represent the City of Saginaw in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, insurance booklets, premium and copay rates, and quality assurance standards.
9. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
10. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
11. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the City of Saginaw.
12. Provide communication development and support for the annual enrollment period, new benefit offerings and/or changes to the existing benefit offerings.
13. Attend, assist with, and coordinate the annual benefits fair and open enrollment meeting

Other service requirements

1. Assist in the development of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term.
2. Recommend and help develop enhancements and improvements for communications specific to the needs of the City of Saginaw's employees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, handbooks, and employee orientation, to include required compliance notices.
3. Provide timely research and responses to technical questions posed by City of Saginaw staff.
4. Provide regular and timely communications needed for the effective administrative of benefit plans.
5. Provide guidance and recommendations on items such as, but not limited to, trends in benefit plans, methods for improving costs containment, financial arrangements and administration.
6. Attend and assist with meetings as needed with the City of Saginaw’s city council, City of Saginaw staff and employees.
7. Recommend particular broker-sponsored seminars, benefit events and educational forums that would be beneficial to the City of Saginaw.
8. Develop and/or assist in developing and evaluating employee needs and satisfaction surveys.
9. Work collaboratively with other consultants and City of Saginaw staff.
10. Manage plan transitions as necessary between insurance providers.
11. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.

City of Saginaw

Meeting Date: 5/19/2020

Agenda Items: (16)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Consideration and Action regarding an Interlocal Agreement with Tarrant County governing the allocation of federal assistance funds to the City of Saginaw

BACKGROUND/DISCUSSION:
Tarrant County is preparing to distribute the federal funds for COVID-19 to cities within the county. In order to accept these funds we must have an Interlocal Agreement with Tarrant County. The Tarrant County Commissioner's Court will be considering the Interlocal Agreement at their meeting on Tuesday.

FINANCIAL IMPACT:
The financial impact would be the receipt of funds from Tarrant County.

RECOMMENDATION:
Staff recommends approval.