City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING

Meeting and/or Executive Session Agenda
6:00 PM - Tuesday, June 16, 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--Rabbi Mordecai Griffin, Sar Shalom Synagogue

(3) Audience Participation--On the Video Screen

(4) Consent Agenda

(a) Action regarding Minutes, June 2, 2020--Janice England, City Secretary

(b) Action Regarding Funding of Signage and Activities Associated with the Saginaw Switch Yard Food Trucks and Market Grand Opening--Rick Trice, P.E., Director of Public Works

(c) Action Regarding Authorization of an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for 2020 Water Impact Update--Rick Trice, P.E. Director of Public Works

(d) Action Regarding Building Improvement Grant Agreement with DBE

Realty Investments LTD (125 S. Belmont St.)--Keith Rinehart, Director of Community and Economic Development

(e) Action regarding Resolution No. 2020-15, Designating the Officer or Employee responsible for complying with Section 26.04 of the Texas Tax Code for the City of Saginaw--Kim Quin, Finance Director

(f) Action regarding Disposal of City Surplus Items and Agreement with Tommy Lutes Auctioneers for Auction of City Surplus Items--Rick Trice, P.E., Director of Public Works

(5) Update on Retail Recruitment Efforts--Aaron Farmer, The Retail Coach

(6) PUBLIC HEARING--Consideration and Action regarding a Recommendation from the Planning and Zoning Commission for Approval of a change in zoning classification on, and amending the Comprehensive Land Use Plan with relation to, 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 (Hwy. 156) and East McLeroy Boulevard, from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC) (20.308 acres), Multi Family (MF2) (44.993 acres) and Light Industrial (LI) (7.311 Acres). (Ordinance No. 2020-12)--Rick Trice, P.E., Director of Public Works

(7) Consideration and Action to approve funds for "Art in the Community Program" Mural in Highland Station Park--Keith Rinehart, Director of Community and Economic Development

(8) Consideration and Action regarding Resolution No. 2020-16, Directing Publication of Notice of Intention to issue combination tax and revenue certificates of obligation; and resolving other matters related to the subject--Kim Quin, Finance Director

(9) Consideration and Action regarding a Chapter 380 Economic Development Agreement with CFJ Manufacturing, L.P. for the property located at 716 S. Saginaw Blvd.--Keith Rinehart, Director of Community and Economic Development

(10) Consideration and Action regarding a Contract with Burleson Demolition for the Demolition and Removal of the existing Car Wash Facility at 716 S. Saginaw Blvd.--Keith Rinehart, Director of Community and Economic Development

(11) Consideration and Action on Contract With BRW Architects for Central Fire Station Design--Gabe Reaume, City Manager

(12) Consideration and Action regarding Board Appointments: a. Advisory Recreation and Parks Board; b. Animal Shelter Advisory Committee; c. Board of Adjustments; d. Capital Improvements Advisory Committee; e. Planning and Zoning Commission--Janice England, City Secretary

(13) Executive Session

551.071. Texas Government Code.

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

(a) Any Posted Item

(b) Willow Creek Station Playground Project

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

(14) Adjournment--Todd Flippo, Mayor

City of Saginaw

Meeting Date: 6/16/2020

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, June 2, 2020

BACKGROUND/DISCUSSION:
The minutes of the City Council Meeting held on June 2nd are presented for consideration.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Minutes 6-2-2020

CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
JUNE 2, 2020

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Charles Beasley
Councilmember	Patrick Farr
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Director of Human Resources	Melanie McManus
Recreation Services Manager	Vickie Weldon
Information Technology Mgr.	Greg Clayton
Police Officer	Brian Stewart

Absent from the meeting:

City Engineer	Andrew Simonsen, P.E.
Police Chief	Lee Howell
Dir. of Comm. & Eco Dev.	Keith Rinehart
Library Director	Ellen Ritchie

Visitors at the meeting:

Dennis Hudson	Lewis McLain (via Zoom)

(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 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, May 19, 2020

b. Action regarding Acceptance of a Utility Easement for Lot 1, Block 1, Saginaw Skilled Nursing Addition

Summary: On September 3, 2019, City Council approved a Specific Use Permit to allow the operation of a Skilled Nursing Facility (nursing home) on the northeast corner of West McLeroy Blvd. and Knowles. Subsequently on March 3, 2020, a plat for Lot 1, Block 1, Saginaw Skilled Nursing Addition was administratively filed for record in the Deed Records of Tarrant County. Civil plans for the proposed facility are currently in the review process. The review determined the need for a public water line to be looped around the facility for fire protection. The water line is required to be placed within an easement for future maintenance. Staff recommends that the utility easement granted by Texas Opportunity Fund SNF Investment, L.P. for Lot 1, Block 1, Saginaw Skilled Nursing Addition be accepted by the City.

c. Action regarding Lease Agreement for Property at 301 S. Saginaw Boulevard

Summary: The City owns the depot building located at 301 S. Saginaw Blvd. but not the land at that location. The City leases the property from Burlington Northern Santa Fe Railway (BNSF). The original ten year lease began in 2000. An extension of the lease was approved in 2010 for an additional ten year period. The lease is now due for renewal with some changes. BNSF is doing a rail expansion project that requires some of the land the building sits on. It will not affect any of the buildings or our operations at that location. The new ten year lease reduces the amount of property from 2.53 acres to 1.8 acres, and reduces the annual rent from $7,725 to $5,466. BNSF will also be constructing a fence between the tracks and the buildings. The lease amendment has been reviewed and modified by the City Attorney and agreed to by BNSF.

d. Action regarding Metropolitan Area EMS Authority (MAEMSA) Restated and Amended Interlocal Agreement

Summary: A stakeholder working group was formed to recommend necessary revisions to the MAEMSA Interlocal Agreement (ILA). Chief Spears was a member of this group. The intent of the revised ILA was to improve the structure and operation of MAEMSA by more clearly defining the roles, responsibilities and reporting structure of executive staff and the stakeholder advisory boards. The changes include: expanding the MAEMSA Board of Directors from six to nine voting members, two of which will be chiefs of the member cities First Responder Organizations; removing term limits of the voting directors and defining the methods of reappointment and removal of representatives; defining the roles and responsibilities of the Medical Director, the Emergency Physicians Advisory Board (EPAB) and the First Responders Advisory Board (FRAB); establishment of a Conflict of Interest Policy; and defining the MAEMSA Executive Committee and the reporting structure. The proposed ILA has been reviewed by the legal counsel of all fifteen MAEMSA member entities.

e. Action regarding Metropolitan Area EMS Authority (MAEMSA) Revised EMS Ordinance (Ordinance No. 2020-13)

Summary: The Uniform EMS Ordinance provides for the establishment and regulation of prehospital emergency medical services. We have a Uniform EMS Ordinance in effect, however with the adoption of the MAEMSA Restated and Amended ILA it is necessary to revise the Uniform EMS Ordinance to remove, or revise, conflicting language. The revisions are minor and do not have substantive impact. Ordinance No. 2020-13 addresses the revisions. It has been reviewed by the City Attorney.

f. Action regarding Resolution No. 2020-14, Authorizing Creation of Employee Benefits Trust and Designating Trustees

Summary: At the recommendation of HUB International, the employee benefit trust will allow the city to purchase various forms of insurance that will benefit the city employees and their dependents. The trust will reduce the taxable gross premiums by 1.75% with an estimated annual savings of $31,937. Resolution No. 2020-14 addresses the creation of the trust and designates the trustees.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve the Consent Agenda as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(5) Presentation of Service Pin to Councilmember Farr

Mayor Flippo presented a five year service pin to Councilmember Farr. Councilmember Farr recently completed five years of service on the City Council.

(6) Election of Mayor Pro-Tem

Motion was made by Councilmember Bighorse with a second by Councilmember Farr nominated Councilmember Junkersfeld to serve as Mayor Pro-Tem. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(7) Consideration and Action regarding a Chapter 380 Economic Development Incentive Agreement with Bright Living Saginaw Manager, L.L.C. associated with a proposed Senior Assisted Living Project

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Junkersfeld to approve the Chapter 380 Economic Development Incentive Agreement with Bright Living Saginaw Manager, L.L.C. associated with a proposed Senior Assisted Living Project with the City Manager being designated as the contact for the City in the agreement. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(8) Multi Year Financial Plan Update/Budget Update

Mr. Lewis McLain gave a powerpoint presentation regarding the City's multi year financial plan via Zoom.

(9) 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. Willow Creek Station

Mayor Flippo declared the meeting recessed into Executive Session at 7:19 p.m.

Mayor Flippo declared the meeting back in Regular Session at 8:08 p.m.

(12) Adjournment

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

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of June 2, 2020 adjourned at 8:08 p.m.

ATTEST: APPROVED:

_____ _____

City Secretary Janice England Mayor Todd Flippo

City of Saginaw

Meeting Date: 6/16/2020

Agenda Items: (4)(b)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding Funding of Signage and Activities Associated with the Saginaw Switch Yard Food Trucks and Market Grand Opening

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BACKGROUND/DISCUSSION:
The Saginaw Switch Yard Food Trucks and Market is scheduled for a soft opening on Saturday, June 20, 2020 and a Grand Opening on Saturday July 4, 2020. At its June 8, 2020 meeting, the Recreation and Parks Advisory Board considered permanent and temporary signage for the facility. The Board reviewed and recommended a plan prepared by Willow Creek Signs at a cost of $4,885. The Board also recommended a budget of $500 to secure a temporary sign for the soft opening.

In addition to the signage, the Board considered alternative activities for the Grand Opening. The activities include a presentation of the flag by the Saginaw Police and Fire Department Honor Guard, a dog costume contest to be judged by the Board members, a D.J and an outdoor movie. The total cost will be limited to $2,000.

The agenda will be coordinated with Community Link who is managing the Farmers Market portion of the facility.

FINANCIAL IMPACT:
The overall Fiscal Impact will not exceed $7,385. Funds are available in the Park Donation Fund.

RECOMMENDATION:
It is recommended that the City Council authorize permanent and temporary signage and activities for the soft and Grand Opening of the Saginaw Switch Yard Food Trucks and Market Grand Opening in an amount not to exceed $7,385.

ATTACHMENTS:

Description

Draft Park Board Minutes June 8, 2020

Proposed Signage

MINUTES OF A SPECIAL CALLED MEETING
OF THE CITY OF SAGINAW
RECREATION AND PARKS ADVISORY BOARD
HELD AT THE CITY OF SAGINAW CITY HALL
333 W MCLEROY BOULEVARD
JUNE 8, 2020

Present at the Meeting:

Chairman	Place No. 5	Brack St. Clair
Member	Place No. 1	Charity Deville
Member	Place No. 2	Janelle Young
Member	Place No. 7	Travis Albritton
Alternate Member	Alt. No. 1	Brandi Coble
Public Works Director		Rick Trice
Assistant PW Director		Randy Newsom
Recording Secretary		Mary Ragle

Absent from the Meeting:

Streets and Parks Manager		Paul Wrzesinski
Vice Chairman	Place No. 6	Ronda Nyberg
Member	Place No. 4	Russell Jolly
Alternate Member	Alt No. 2	Vacant
Member	Place No. 3	Vacant

Visitors at the Meeting:

None

The quorum for tonight's meeting consists of Chairman St. Clair, Members Deville, Young, Albritton, Alternate Member Coble

(1) Call to Order

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

(2) Audience Participation

This item was bypassed. No audience present.

(3) Consideration and Action: Funding for Signage for Saginaw Switchyard Food Trucks and Market

DPW Trice reminded the members that they had requested pricing for a sign for the new food truck park and farmers market. He advised them that the cost of a permanent sign is $4885. He also suggested that they consider a temporary sign, costing $500, to be installed prior to the soft opening on June 19, 2020. The temporary sign will also be in place in case the permanent sign is not completed by the July 4, 2020 Grand Opening.

A motion was made by Member Albritton with a second by Member Deville to recommend that the city council approve funding for the Saginaw Switchyard Food Trucks and Market of $4,885 for a permanent sign and $500 for a temporary sign.

For: Chairman St. Clair,
Members Deville, Young, Albritton, Alternate Members Coble

Against: None

Absent: Vice Chairman Nyberg, Member Jolly

(4) Consideration and Action: Grand Opening for Saginaw Food Trucks and Market

DPW Trice told the members that Community Link will be overseeing the Farmers Market and that Vicky Weldon with the Recreation Department will oversee the Food Trucks for the City of Saginaw.

He said a soft opening is planned for June 19, 2020, dependent on instructions from the governor's office concerning the current pandemic. The same applies for the Grand Opening on July 4, 2020. He asked for suggestions from the members for activities for the Grand Opening.

There was a discussion regarding several items. The members suggested the following:

D. J. (no more than $1000)
Participation of Police Department and Fire Department Honor Guard
Movie in the Park
Dog Costume Contest (not to exceed $250 for prizes)

After discussion the members requested that staff research and schedule events and advise members of what will be feasible closer to the 4th. They also requested cost be limited to $2000.

A Motion was made by Member Albritton with a second by Member Young to recommend that the City Council approve funding of a Grand Opening for Saginaw Switchyard/4th of July Celebration not to exceed $2000.

For: Chairman St. Clair,
Members Deville, Young, Albritton, Alternate Members Coble

Against: None

Absent: Vice Chairman Nyberg, Member Jolly

(5) Adjournment

Motion was made by Member Albritton with a second by Member Deville to adjourn the meeting. Motion carried.

For: Chairman St. Clair,

Members Deville, Young, Albritton, Alternate Members Coble

Against: None

Absent: Vice Chairman Nyberg, Member Jolly

Chairman St. Clair declared the special called meeting of June 8, 2020 closed at 6:35. p.m.

APPROVED:

_____

Brack St. Clair, Chairman

ATTEST:

_____

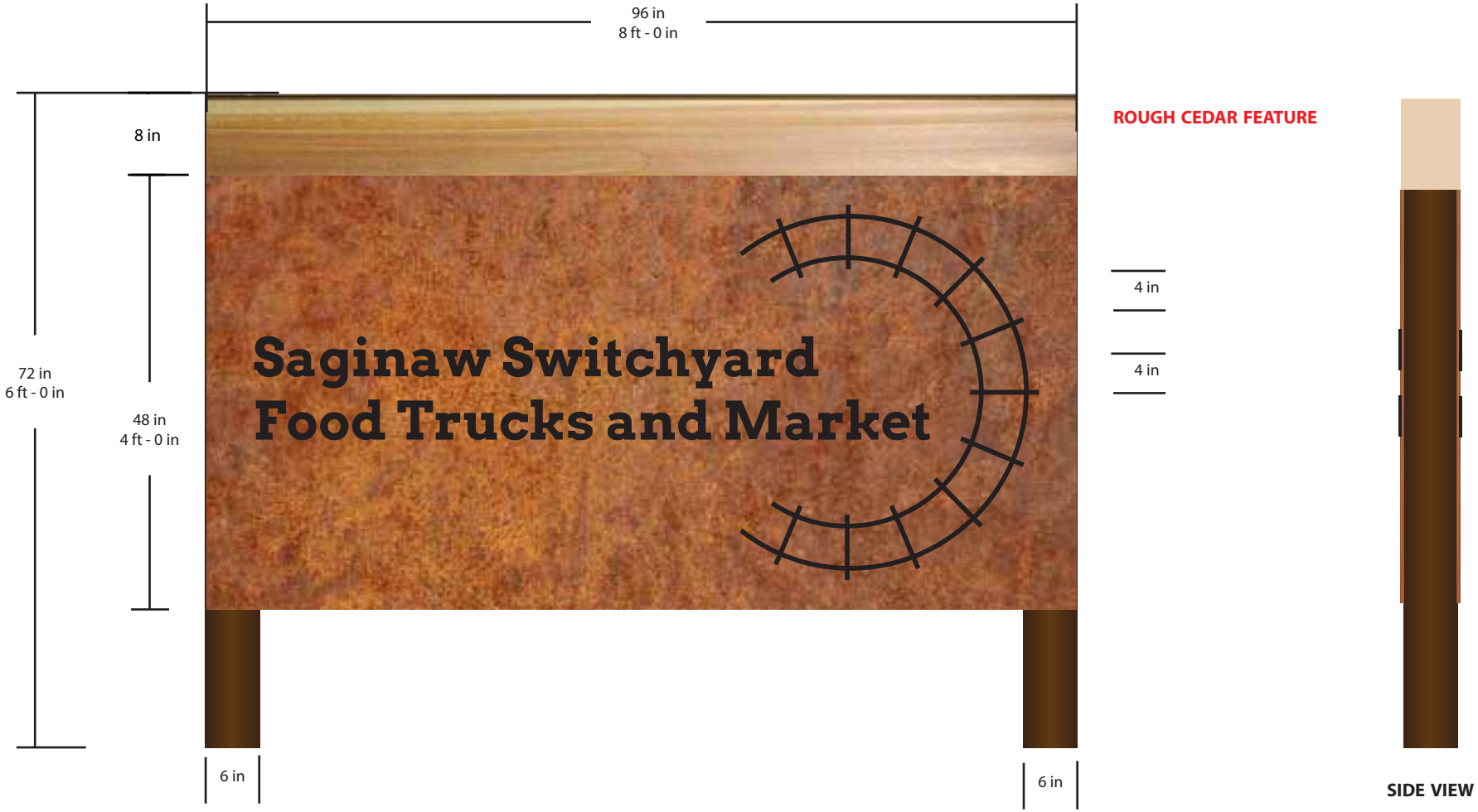
Mary Ragle, Recording Secretary

DRAFT

Monument

N-01

(817)-847-0571 / FAX (817)-847-0579



SIDE VIEW

DOUBLE SIDED- SPLIT FACE
CORTEN STEEL PANELS (1/8" - 48" X 96")
6" TS PIPE SUPPORTS TO GRADE

FLAT CUT ALUMINUM PAINTED LETTERS
NON LIGHTED (RECOMMEND EXTERNAL UP LIGHTS)
ROUGH CEDAR FEATURE (6" D X 8" T)

ELECTRICAL SIGNS MUST BE NEC & UL COMPLIANT

Underwriters Laboratories Inc. LISTED

COPYRIGHT © The details shown on this drawing are confidential and are the exclusive property of Willow Creek Signs, Inc. No use, copy or disclosure of this disclosure of this drawing may be made without written permission and it is to be returned to Willow Creek Signs, Inc., Saginaw, Texas upon request.

WILLOW CREEK SIGNS
2633 Blue Mound Rd. West
Fort Worth, Texas 76052
T: (817) 847 - 0571 | **F**: (817) 847 - 0579

By signing the acceptance field on this print I understand that I am accepting all aspects of this drawing. This artwork, specifications, dimensions, spelling and any other representations herein. I also understand that the color representations and scale of the sign(s) on this print are approximate and may not match manufacturers samples exactly.

Customers Approval:

Client:	Saginaw Switchyard	Drawn by:	KP
Site Location:		Revision:	1
Date:	04/21/2020	Page:	1 of 1

City of Saginaw

Meeting Date: 6/16/2020

Agenda Items: (4)(c)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding Authorization of an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for 2020 Water Impact Fee Update

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BACKGROUND/DISCUSSION:
Approximately every five years the City updates its Water Impact Fee study. Water impact fees are collected during the development process based on the developments impact on the water system and are used to fund "system wide" water projects. These projects are typically larger projects such as water storage facilities, pump stations and larger diameter water lines. Which distribute water city wide.

The final deliverable will be a Water Impact Fee Report that will include the identified water service area, narrative of the methodology used, impact fee calculations, water impact fee Capital Improvement Program and associated exhibits.

KHA proposes to perform the 2020 Water Impact Fee Update for a Lump Sum Fee of $15,500.

FINANCIAL IMPACT:
The Fiscal Impact is $15,500. Funds are available in the Water Enterprise Fund Balance.

RECOMMENDATION:
It is recommended that the IPO with KHA for the 2020 Water Impact Fee Update be authorized in the amount of $15,500.

ATTACHMENTS:

Description

KHA IPO

Water and Sewer Enterprise Fund Spreadsheet

Kimley»Horn

June 9, 2020

Mr. Rick Trice
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

RE: **2020 Water Impact Fee Update**

Dear Rick:

Please find attached the Individual Project Order (IPO) No. 2020 Water Impact Fee Update (reference the master agreement dated April 17, 2012).

Please contact me at (817) 339-2248 or andrew.simonsen@kimley-horn.com should you have any questions.

Sincerely,

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



Andrew Simonsen, P.E.
Project Manager

INDIVIDUAL PROJECT ORDER NUMBER – 2020 Water Impact Fee Update

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: 2020 Water Impact Fee Update

Project Understanding:

The Client desired to update the Water Impact Fee calculation for the years 2020-2025. The document will be similar in format and content to the previous documents.

Specific Scope of Basic Services:

Task 1 – Water Impact Fee Study

1. Data Collection - Consultant will rely upon the following information:
    a. 2016 Comprehensive Master Plan and CIP
    b. 2019 Annual CIP Update
    c. Existing and Ultimate Land Use
    d. Population data - Population data for 2020 and population projections for the next ten (10) years for development of the service unit projections
    e. Water usage history - Annual water usage records for the past ten (10) years for development of the service unit projections

2. Infrastructure Capacity Criteria - Consultant will rely upon the following information obtained and/or prepared in the 2016 Comprehensive Master Plan and CIP and 2019 Annual CIP Update.
    a. Existing Transmission Lines (12-inch and larger)
    b. Future Transmission Lines (12-inch and larger)
    c. Existing and Future Elevated Storage Tanks
    d. Existing and Future Ground Storage Tanks
    e. Existing and Future Pump Stations

3. Water Impact Fee Capital Improvements Plan - Consultant will coordinate with the City to develop the Water Impact Fee Capital Improvements Plan. It will include the following infrastructure:
    a. Future Transmission Lines (12-inch and larger)
    b. Existing and Future Elevated Storage Tanks
    c. Existing and Future Ground Storage Tanks
    d. Existing and Future Pump Stations

4. Maximum Assessable Water Impact Fee Calculation - Consultant will calculate the additional service units based on the Land Use Assumptions. Consultant will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Water Impact Fee table by meter size. Consultant will use 50% as the credit calculation as required by state law.

5. Water Impact Fee Update Report - Consultant will provide both a draft and final Water Impact Fee Report. The report will include:
    a. Water service area
    b. Narrative of the impact fee update methodology
    c. Impact fee calculations
    d. Water Impact Fee CIP
    e. Exhibits

Meetings:

a. Two (2) CIAC meeting to present the Land Use Assumptions, CIP, and Maximum Assessable Impact Fees
b. One (1) City Council public hearings to present the Impact Fee, including the Land Use Assumptions, Impact Fee CIP and Maximum Assessable Impact Fees
c. One (1) City Council meeting to adopt the ordinance and establish the actual Impact Fees

Deliverables:

a. Electronic (.pdf) copy of the Draft Water Impact Fee Report.
b. Electronic (.pdf) copy of the Final Water Impact Fee Report.
c. Upon final approval of the Impact Fee Update and new ordinance by the City Council, Consultant will provide up to fifteen (15) originals of the Final

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional services include, but are not limited to, the following:

Schedule

Consultant will begin services upon receipt of Notice to Proceed.

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 Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn 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.

Fee and Expenses

Task Name	Budget Amount	Fee Type
Task 1 – Water Impact Fee Study	$ 15,500	(Lump Sum)
Subtotal	$15,500	(Lump Sum)

Consultant will perform the services in Task 1 for the total lump sum fee of $15,500. All permitting, application, and similar project fees will be paid directly by the Client. 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.

ACCEPTED:

CITY OF SAGINAW, TEXAS

BY:_____
Gabe Reaume
City Manager

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

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

DATE: June 9, 2020

CITY OF SAGINAW WATER AND SEWER IMPACT FEES
REVENUE AND EXPENSE SUMMARY

DESCRIPTION	1995-2011 F.Y.	2012-2013 F.Y.	2013-2014 F.Y.	2014-2015 F.Y.	2015-2016 F.Y.	2016-2017 F.Y.	2017-2018 F.Y.	2018-2019 F.Y.	2019-2020 F.Y. AS OF 5-21-20	TOTALS
WATER REVENUES:										
Water Impact Fees	2,240,956.83	51,767.54	160,941.25	325,888.04	400,752.84	431,135.97	391,118.02	300,751.36	180,609.00	4,483,920.85
Interest Income	257,177.67	107.95	391.42	670.79	4,176.25	10,708.15	30,092.10	42,319.27	15,046.86	360,690.46
Total Revenue	2,498,134.50	51,875.49	161,332.67	326,558.83	404,929.09	441,844.12	421,210.12	343,070.63	195,655.86	4,844,611.31
WATER EXPENSES:										
Impact Fee Study	27,351.61		-	-	3,000.00	3,000.00			-	33,351.61
Knowles Water Line Extension	50,930.00	-	-	-	-	-	-	-		50,930.00
Longhorn Pump Station Improvements	200,000.00	-	-	-	-	-	-	-		200,000.00
Blue Mound Road Water Line	67,135.00	-	-	-	-	-	-	-		67,135.00
1.5 MG Elevated Tank	605,302.67		-	-	-	-	-	-		605,302.67
South Hampshire Water Line		21,000.00	7,000.00			-	-	-		28,000.00
Saginaw Blvd. 12" Water Line			27,000.00	268,399.23	232,372.40	-	-	-	-	527,771.63
Longhorn 16" Water Line	493,811.78		-	-	-	-	-	-	-	493,811.78
S. Hampshire 16" / Sag. Blvd 12" Ph. 2	-	-	-	-	-	47,000.00	554,157.99	10,396.08	-	611,554.07
Sag. Blvd. 16" Water Line Ph. 2	-	-	-	-	-	-	-	85,000.00	-	85,000.00
Total Expenses	1,444,531.06	21,000.00	34,000.00	268,399.23	235,372.40	50,000.00	554,157.99	95,396.08	-	2,702,856.76
WATER I.F. FUND BALANCE	**1,053,603.44**	**1,084,478.93**	**1,211,811.60**	**1,269,971.20**	**1,439,527.89**	**1,831,372.01**	**1,698,424.14**	**1,946,098.69**	**2,141,754.55**	**2,141,754.55**
SEWER REVENUES:										
Sewer Impact Fees	576,290.19	6,141.61	19,050.10	43,409.89	54,389.95	45,061.73		-	-	744,343.47
Interest Income	87,890.68	40.74	57.13	101.42	531.16	939.13	1,666.45	600.00	8.66	91,835.37
Total Revenue	664,180.87	6,182.35	19,107.23	43,511.31	54,921.11	46,000.86	1,666.45	600.00	8.66	836,178.84
SEWER EXPENSES:										
Impact Fee Study	22,563.80		-	-	3,000.00	3,000.00		-	-	28,563.80
Knowles 15" Sewer Line - Park	59,070.00	-	-	-	-		-	-		59,070.00
Knowles Sewer Line Extension	77,865.00	-	-	-	-		-	-		77,865.00
National Guard 15" Sewer Line	93,847.29		-	-	-	-	-	-		93,847.29
S.E. 24" Sewer Line	6,500.00	250,000.00		-	150,000.00		-	-	-	406,500.00
Blue Ridge Trail Sewer	-	-	-	-	-	-	24,000.00	101,557.90		125,557.90
Refunds	-	-	-	-	-	-	-	43,585.73	-	43,585.73
Total Expenses	259,846.09	250,000.00	-	-	153,000.00	3,000.00	24,000.00	145,143.63	-	834,989.72
SEWER I.F. FUND BALANCE	**404,334.78**	**160,517.13**	**179,624.36**	**223,135.67**	**125,056.78**	**168,057.64**	**145,724.09**	**1,180.46**	**1,189.12**	**$ 1,189.12**
COMBINED FUND BALANCE	1,457,938.22	1,244,996.06	1,391,435.96	1,493,106.87	1,564,584.67	1,999,429.65	1,844,148.23	1,947,279.15	2,142,943.67	2,142,943.67

City of Saginaw

Meeting Date: 6/16/2020

Agenda Items: (4)(d)

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

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:
Action Regarding Building Improvement Grant Agreement with DBE Realty Investments LTD (125 S. Belmont St.)

BACKGROUND/DISCUSSION:
On Tuesday, May 19, 2020, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during May 2020 by DBE Realty Investments LTD in regards to their property located at 125 S. Belmont St. The City Council determined in that session to award an amount not-to-exceed $2,000.00 in reimbursable, and matching, dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

FINANCIAL IMPACT:
Maximum of $2,000.00 from Account # 01-6142-13-00 Building Improvement Grants

RECOMMENDATION:
NA

ATTACHMENTS:

Description

Building Improvement Grant Application - 125 S. Belmont St.

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 – June 16, 2020

ITEM:

Action Regarding Building Improvement Grant Agreement with DBE Realty Investments LTD (125 S. Belmont St.)

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

On Tuesday, May 19, 2020, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during May 2020 by DBE Realty Investments LTD in regards to their property located at 125 S. Belmont St. The City Council determined in that session to award an amount not-to-exceed $2,000.00 in reimbursable, and matching, dollars for the anticipated improvements as proposed on their application. The included contract under consideration is the realization of that intention.

FINANCIAL IMPACT:

Maximum of $2,000.00 from Account # 01-6142-13-00 Building Improvement Grants

RECOMMENDATION

NA

ATTACHMENTS:

- Building Improvement Grant Application

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

Thank you,



Keith C. Rinehart, Director of Community & Economic Development

Building Improvement Grant Program Agreement

This Building Improvement Grant Program Agreement ("Agreement") is made by and between the City of Saginaw (the "City") and DBE Realty Investments LTD ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner of property located at 125 S. Belmont St., Saginaw, Texas; and

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of commercial properties in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

WHEREAS, the Building Improvement Grant Program will enhance the commercial viability and sustainability of commercial properties in the City, improve the physical appearance of businesses and visibly enhance the City's commercial corridors, and aid in the retention and expansion of existing businesses; and

WHEREAS, the City has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will promote local economic development, and will stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Term

The term of this Agreement shall begin on the date of Property Owner execution listed below and shall continue until the three-year anniversary of the date that the final Building Improvement Grant is paid by the City, unless sooner terminated as provided herein.

Section 2. Definitions

The terms used in this Agreement shall have the meanings ascribed to them in the City of Saginaw Building Improvement Grant Policy. The term "Impositions" shall mean: all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary

and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the City.

Section 3. Economic Development Incentive

(a) Payment. Subject to the Property Owner's continued satisfaction of the terms and conditions of this Agreement and of the Policy, and the obligation of the Property Owner to repay the Incentive pursuant to Section 5(b) hereof, the City agrees to provide the Building Improvement Grant to the Property Owner to be paid in a single lump-sum payment after Property Owner makes a written request for reimbursement, in accordance with the requirements of the Policy. The total Building Improvement Grant shall be an amount not to exceed $2,000.00 and eligibility for any Enhancement category shall be limited as set forth in the Policy.

(b) Current Revenue. The Building Improvement Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

Section 4. Building Improvement Grant Conditions

(a) Conditions. The City's obligation to pay the Building Improvement Grant shall be conditioned upon the Property Owner's continued compliance with and satisfaction of the terms and conditions of this Agreement and the Policy, except those portions of the Policy that have been specifically waived or modified by the City Council. A detailed summary of the required Enhancements and required Construction Costs is set forth in the attached and incorporated Exhibit "A" hereto. A copy of the Policy is hereby attached hereto and incorporated herein as Exhibit "B" to this Agreement.

(b) Inspections. The Property Owner agrees that City, upon reasonable advance notice, may inspect the Enhancements to determine compliance with the terms of the Agreement.

(c) Construction Costs. The Property Owner shall, as a condition precedent to the City's payment of the Building Improvement Grant, provide copies of invoices, receipts and other documentation as may be reasonably requested by the Staff to verify the costs incurred and paid by the Property Owner for construction of the Enhancements.

Section 5. Termination

(a) This Agreement shall terminate upon the occurrence of any one of the following:

(1) mutual agreement of the parties;

(2) the Expiration Date;

(3) at the City's option, if any Impositions owed to the City or the State of Texas by Property Owner shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);

(4) by the City in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;

(5) by City, if the Property Owner suffers an event of bankruptcy or insolvency;

(6) by City, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(b) In the event of termination by the City pursuant to (a)(3), (4), (5), or (6) the Property Owner shall immediately repay to the City an amount equal to Building Improvement Grant paid to Property Owner, if any, prior to termination of this Agreement.

Section 6. Miscellaneous

(a) Assignment. This Agreement may not be assigned without the prior written consent of the City.

(b) Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

(c) Limitation on Liability. It is understood and agreed between the parties that the Property Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

(d) No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

(e) Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

(f) Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Property Owner, to:

DBE Realty Investments LTD
Attn: Dick Elkins
125 S. Belmont St.
Saginaw, Texas 76179

If intended for City, to:

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

(g) Indemnification. **THE PROPERTY OWNER HEREBY CERTIFIES THAT THE PROPERTY OWNER IS SOLELY RESPONSIBLE FOR OVERSEEING THE WORK, AND WILL NOT SEEK TO HOLD THE CITY, THE BOARD, AND / OR THEIR AGENTS, EMPLOYEES, OFFICERS, AND / OR DIRECTORS LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR OTHER LOSS RELATED IN ANY WAY TO THIS AGREEMENT OR THE POLICY, AND AGREES TO INDEMNIFY THE CITY, THE BOARD, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ANY CLAIMS OR DAMAGES RESULTING FROM THE PROJECT, INCLUDING REASONABLE ATTORNEY FEES.**

(h) Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

(i) Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

(j) Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

(k) Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

(l) Recitals. The recitals to this Agreement are incorporated herein.

(m) Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

(n) Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

City of Saginaw, Texas

By:

Todd Flippo, Mayor,

Attest:

By:

City Secretary

Executed on this _____ day of _____, 20 .

Property Owner

By: _____

Name:

EXHIBIT "A"

ENHANCEMENTS AND CONSTRUCTION COSTS

B.I.G. Application

1	PROJECT INFORMATION			
A	**Property Address:** 125 Belmont St.			
B	**Estimated Begin Work Date:** ASAP		**Estimated Completion Date:** Same day	
C	**Years in business at this location:** Home is zoned Community Commercial			
D	**Reason for requesting grant:** Demolition of dilapidated home			
2	ELIGIBILITY OF PROPERTY			
	Yes	**No**	**Item**	**Notes**
A	X		Within the City?	
B	X		Commercially zoned?	
C	X		Tax Paying entity?	
D	X		City taxes in good standing?	
E		X	No City liens existing?	
F	X		Proof of ownership provided?	
G		X	Outstanding code violations?	
H	X		Frequency of Grants OK?	• In accordance with Section 3.1.8
3	ELIGIBILITY OF BUSINESS			
	Yes	**No**	**Item**	**Notes**
A	X		Business taxes in good standing?	
B	X		If not owner, authorization provided?	

B.I.G. Application

4	Enhancements	Total Cost	Policy Max %	Policy Max $	Amount Requested	Amount Approved
A	Façade: (Section 4.3)	-	-	-	-	-
B	Interior Renovation: (Section 4.4)	-	-	-	-	-
C	Landscaping: (Section 4.5)	-	-	-	-	-
D	Lighting: (Section 4.6)	-	-	-	-	-
E	Parking / Driveways: (Section 4.7)	-	-	-	-	-
F	Pedestrian Amenities: (Section 4.8)	-	-	-	-	-
G	Signage: (Section 4.9)	-	-	-	-	-
H	Code Compliance: (Section 4.10)	-	-	-	-	-
I	Demolition: (Section 4.11)	$4,000	50%	$2,000	$2,000	-
J	Public Art: (Section 4.12)	-	-	-	-	-
				TOTAL AMOUNT REQUESTED	$2,000	
				TOTAL BUILDING IMPROVEMENT GRANT APPROVED:		
L	Describe any planned Non-Grant Enhancements:					

B.I.G. Application

5	GRANT PRIORITIES			
	Yes	No	Preferred Area / Business?	Notes
A	X		Transportation Corridors including: Saginaw Blvd, Bailey Boswell Rd, Old Decatur Rd, Blue Mound Rd, or McLeroy Blvd	• It is one road/block from both Business 287/Saginaw Blvd. and West McLeroy Blvd.
B		X	Downtown	
C	X		Retail	
D		X	Restaurants	
E		X	Professional Office	
F		X	Industrial and manufacturing	
G	X		Any sales-tax generating business	

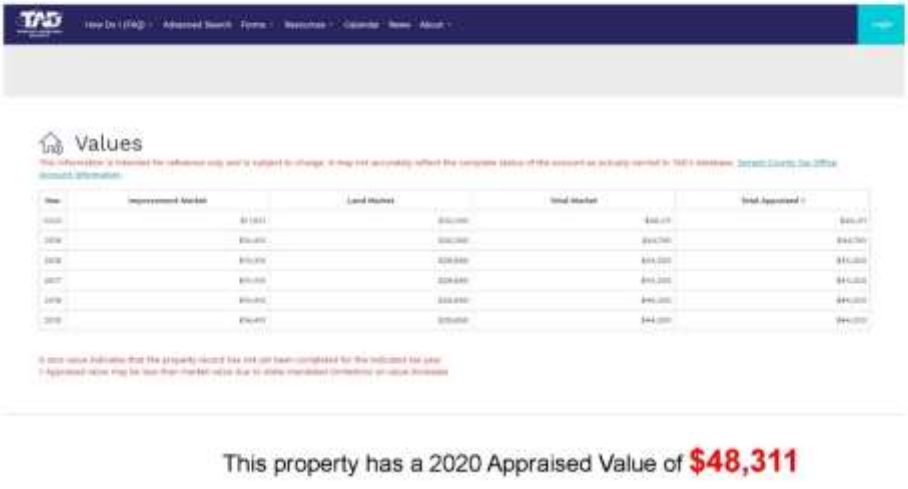
6	ATTACHMENTS / EXHIBITS			
	Yes	No	Item	Notes
A	X		Ownership documentation	
B	X		Photos of existing condition	• See attached photos
C	X		Drawings, renderings, plans of the proposed enhancements	
D	X		Written description of enhancements including building materials and color schemes	
E	X		Construction cost estimate	
F	X		Copy of the signed lease agreement	• Not required – Applicant is owner
G	C		Written support of grant application from the owner	• Not required – Applicant is owner

OWNERSHIP AND TAX VERIFICATION



TAD – PROPERTY VALUATION

Property Location:
125 Belmont St.



This property has a 2020 Appraised Value of **$48,311**

EXHIBIT "B"

BUILDING IMPROVEMENT GRANT POLICY

Saginaw, Texas
Building Improvement Grant Policy

WHEREAS, the City Council of the City of Saginaw, Texas (Council) desires to implement a matching grant program to encourage the development, retention, or expansion of business enterprises in the City; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City Council on December 4, 2018 considered and approved Resolution 2018-23 approving this Building Improvement Grant Policy (Policy).

BE IT KNOWN THAT, the terms and conditions of the Policy, having been reviewed by the Council and found to be acceptable and in the best interest of the City and its citizens and businesses, are hereby approved.

Section 1.
Introduction & Goals

This program is a matching grant program that reimburses commercial property owners or business operators for Eligible Enhancements made to the Property. The goals of this Policy are to: 1.1. Enhance the commercial viability and sustainability of commercial properties in the City;

1.2. Improve the physical appearance of businesses and visibly enhance the City's commercial corridors;

1.3. Aid in the retention and expansion of existing businesses;

1.4. Increase the taxable value of commercial properties in the City;

1.5. Enhance commercial areas through the placement of Public Art;

1.6. Increase the marketability and occupancy rate of commercial buildings hindered by an outdated appearance;

1.7. Increase the safety of a commercial area and stimulate more public interaction; and

1.8. Provide incentives in areas and to businesses most likely to stimulate similar enhancements by other private entities.

Section 2.

Definitions

The following definitions shall apply to the terms used in this Policy:

Agreement: A written performance agreement between the Board and the Applicant.

Applicant: Shall mean the Property owner or business occupant signing the Application for a Building Improvement Grant.

Application: Shall mean the Application for Building Improvement Grant Policy Incentives as maintained by Staff.

Board: Shall mean the Board of the Saginaw Economic Development Corporation of the City. Prior to formulation of the Board or in its absence in the future, the City Council shall perform all duties of the Board.

Building Improvement Grant: Shall mean the financial support to make designated Property Enhancements as approved, and sometimes referred to as "Grant."

City: The City of Saginaw, Texas.

City Council: The City Council of the City.

Code Violations: Shall be any violation of the City's code of ordinances.

Construction Costs: The cost of permits, fees, construction materials, and installation labor. All other associated costs are deemed excluded, including, but not exclusively, the following costs: design, construction document preparation, bidding, sweat equity and construction financing.

Eligible Enhancements: Shall mean the Enhancements identified as eligible in Section 4 herein.

Enhancements: Shall be as defined in Section 4 herein.

Façade: Shall mean the exterior of a building.

Notice to Proceed: A written notice authorizing the Applicant to begin construction as approved.

Policy: Shall mean this Building Improvement Grant Policy.

Property: Shall mean the physical lot and / or building to which Enhancements are being made.

Public Art: Shall mean sculptures, murals, architectural features and similar tangible exhibits, and specifically excludes performing arts.

Staff: The City Manager or their designee.

Section 3.

Eligibility

The following Properties and Businesses are eligible to receive Grants.

3.1. Properties: Only properties meeting the following requirements at the time an Application is submitted shall be eligible to receive Grants as outlined by this Policy:

3.1.1. Within the City: Property must be located within the City's municipal boundaries.

3.1.2. Non-Residentially Zoned: Property must be zoned for uses other than residential uses and the current use of the Property may not be residential.

3.1.3. Tax-Paying Entity: The Property must be subject to the City's Ad Valorem property tax.

3.1.4. Financial Standing: Property shall be in good standing as it relates to taxes or any monies due to the City.

3.1.5. City Liens: Property shall be in good standing as it relates to any liens held by the City.

3.1.6. Ownership: Property owners must provide sufficient proof of ownership.

3.1.7. Code Violations: Property must not have any outstanding code violations.

3.1.8. Frequency: Property must not have received a Grant for the same category of Enhancement (e.g. Façade, Landscaping) in a twelve month period.

3.2. Businesses: Only businesses meeting the following requirements shall be eligible to receive benefits outlined by this Policy:

3.2.1. Financial Standing: The business shall be in good standing as it relates to taxes or any monies due to the City.

3.2.2. Tax-Paying Entity: The business must be a tax-paying entity.

3.2.3. Property Owner Approval: Businesses, if not the owner of the property to be occupied, must provide a copy of their lease agreement and support of the Application from the Property
owner prior to approval of the Application.

Section 4.
Enhancements

4.1. Aspirations: As with any policy or regulation, it is difficult to precisely regulate factors that are not easily defined. With that in mind, the following are to be considered aspirations for contemplated Enhancements:

- Enhancements should be compatible with the character and architecture of the individual building and those in proximity;

- Where appropriate, Enhancements may act as a catalyst to create a unique environment;
- Enhancements should make the Property more inviting to the public; and Enhancements should be functional as well as visually appealing.

4.2. General Enhancement Eligibility: Property Enhancements shall be deemed as eligible or ineligible for the benefits of this Policy as defined below. In general, the following Enhancements, though not exclusively, are ineligible for all Grants:

- Any Enhancement that does not comply with existing ordinances of the City;
- Any Enhancements made prior to the Notice to Proceed;
- Sweat equity or "in-kind" services;
- New construction which is not specifically listed in this Policy as an Eligible Enhancement;
- Any Enhancements to eliminate Code Violations of a Property or Business; Fees for designing, engineering, surveying, legal services, financing, etc.; or
- Any Enhancements not identified as eligible below. A potential applicant may discuss an enhancement not identified below with City staff to ascertain whether or not the enhancement meets the Purpose and Intent of this Policy. If so, an amendment to this Policy may be placed before the City Council to determine the merits of including a new eligible enhancement.

4.3. Façade Enhancements: The following are Eligible Enhancements except as noted otherwise:

4.3.1. Façade Materials: Replacing deteriorated or unsafe façade materials with brick, stone, tile, wood, or siding meeting the City's masonry requirements and / or architectural standards. Removal of "slip" coverings of prior façade materials and re-establishment of historic façade details. Repointing of mortared joints, replacement or repair of damaged masonry.

4.3.2. Cleaning: Pressure washing or sand blasting existing facades, cleaning of tiles.

4.3.3. Painting: Scraping, priming and otherwise preparing the surface and painting.

4.3.4. Window / Doors: Replacement of or improvements to existing windows or doors that are visible from a public street. New windows and doors matching replaced windows or doors. Replacement of broken glass panes.

4.3.5. Awnings / Canopies: Replacement of or improvements to existing awnings or canopies. New awnings or canopies.

4.3.6. Historical Restoration: Restoration of architectural details of historic significance and / or removal of elements covering such details.

4.3.7. Roof Repair: Replacement or repair of all or portions of the roof.

4.3.8. Gutters and Downspouts: Replacement or repair of existing gutters and / or downspouts.

4.3.9. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: burglar bars, painting a new building.

4.4. Interior Renovation: The following are Eligible Enhancements except as noted otherwise:

4.4.1. Renovations: Renovations that enhance the commercial usability of the building.

4.4.2. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: painting, wallpaper, and other types of aesthetic treatments.

4.5. Landscaping: The following are Eligible Enhancements except as noted otherwise:

4.5.1. Edging: Providing a perimeter to shrub beds with materials deemed to be of a long life, e.g. brick, stone, concrete, steel.

4.5.2. Shrubs and Trees: Shrubs and / or trees of a variety that are sustainable in the area when combined with removal of existing shrubs and / or trees that are either overgrown or of poor quality. Preference is given to xeriscape approaches using drought-tolerant plant species.

4.5.3. Seasonal Color: Providing one-time planting of annual or perennial flowers in critical areas adequate to provide an appealing impact.

4.5.4. Irrigation: Automatic irrigation system complying with all code requirements. Preference is given to water conservation measures and approaches (e.g. drip irrigation).

4.5.5. Lawn Renovation: Removal or re-establishment of an existing lawn with a desirable type of lawn. (An automatic irrigation system is required with this Enhancement.)

4.5.6. Fencing: Replacement of fencing or installation of new fencing that is visually appealing.

4.5.7. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: landscape pruning, mowing and / or maintenance.

4.6. Lighting: The following are Eligible Enhancements:

4.6.1. Interior: Lighting of a permanent nature that enhances the commercial viability of a building.

4.6.2. Pedestrian: Increases in lighting in pedestrian areas on or adjacent to the Property, e.g. sidewalks, parking lots.

4.6.3. Accents: Lighting that accentuates exterior features of the building or Property creating a pleasant ambience on the Property.

4.6.4. Signage: Lighting that illuminates signage identifying the business.

4.7. Parking / Driveways: The following are Eligible Enhancements except as noted otherwise:

4.7.1. Reconstruction: Removal of existing pavement, gravel, curbing, drives, accessibility ramps, etc. and replacement with reconstruction meeting City requirements.

4.7.2. Resurfacing: Re-topping asphalt parking areas.

4.7.3. Restriping: Repainting of parking stall stripes and / or fire lane graphics meeting the City's requirements.

4.7.4. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: Installation, repair or replacement of any surface that is not an all-weather hard surface as required by the City's code of ordinances.

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4.8. Pedestrian Amenities: The following are Eligible Enhancements:

4.8.1. Paving: Paving of a unique nature in areas that allow customers to congregate.

4.8.2. Seating Areas: Provisions for seating in areas where customers may congregate before, during or after supporting the business.

4.8.3. Shade: Provisions for shading pedestrian areas to include permanent or temporary canopies, awnings, umbrellas or similar shade structures.

4.8.4. Music: Provisions for permanent installation of fixtures to accommodate providing music in areas where customers congregate.

4.8.5. Trash Receptacles: Trash receptacles establishing or matching a design theme utilized throughout the pedestrian areas.

4.8.6. Play Equipment: Recreational equipment intended for the entertainment of children when placed on private property in close proximity to the primary building.

4.9. Signage: The following are Eligible Enhancements. The replacement of signs that do not conform to current City requirements is a priority for the City.

4.9.1. Replacing Signs: Replacing existing signs, with new signage that complies with all City requirements.

4.10. Code Compliance: The following are Eligible Enhancements:

4.10.1. Public Accessibility: Reconstruction or new construction to comply with public accessibility requirements.

4.10.2. Fire Suppression Systems: Replacement, upgrade, or installation of fire suppression systems in compliance with current codes.

4.11. Demolition: The costs of demolishing and removing existing structures on a Property may be considered for Property Enhancements.

4.12. Public Art: Providing for the placement of Public Art on the Property.

4.13. Participation Limitations: The potential matching Grant for each type of Enhancement would be the lesser of the Maximum Percentage or Maximum Per Enhancement Category Amount. The Applicant is responsible for the remaining costs of the Enhancement and must complete the full Enhancement to be eligible for the matching Grant.

4.13.1. Maximum Percentage: A Maximum Percentage of fifty percent (50%) shall be the maximum percentage of the total cost of any Enhancement that the City will grant the Applicant.

4.13.2. Maximum Per Enhancement Category: A Maximum Amount of five thousand dollars ($5,000) is the maximum dollar amount to be granted for any category of Enhancement.

4.13.3. Accumulative Maximum Grant: Notwithstanding the Maximum Percentage and Maximum Per Enhancement Category limitations for each type of Enhancement, no Property or Business may receive more than five thousand dollars ($5,000) in matching Grants during one 12-month period. The following examples are provided to clarify different application scenarios:

A. Example 1: Applicant desires to do $12,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be $6,000, but the maximum Grant allowed by the Max Per Category would be $5,000. The lesser of the two is $5,000 which would be the maximum matching Grant for the $12,000 landscaping project. Further, within a 12-month period the Applicant cannot receive additional grants for any Enhancements (per Section 4.13.3).

B. Example 2: Applicant desires to do $8,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be $4,000, and the maximum Grant allowed by the Max Per Category would be $5,000. The lesser of the two is $4,000 which would be the maximum matching Grant for the $8,000 landscaping project. Further, within a twelve-month period the Applicant cannot receive more grants for Landscape Enhancements (per Section 3.1.8), but may apply and receive a second matching Grant, not to exceed $1,000 ($5,000 max - $4,000 Grant) for any Enhancement category *other than* Landscaping.

Section 5.
Grant Priorities

The City has determined that the following are priorities for the benefits of this Policy. The evaluation of the merits of any Application shall take into consideration whether or not the Application also meets these priorities.

5.1. Preferred Areas: The following areas of the City are areas of priority for implementation of this Policy:

5.1.1. Transportation Corridors including; Saginaw Blvd, Bailey Boswell Rd, Old Decatur Rd, Blue Mound Rd (west side), McLeroy Blvd; and

5.1.2. Downtown areas.

5.2. Preferred Businesses: The following types of businesses are a priority for implementation of this Policy:

5.2.1. Retail;

5.2.2. Restaurants;

5.2.3. Professional Office;

5.2.4. Industrial and manufacturing; and

5.2.5. Any sales-tax generating business.

Section 6.
Administrative Procedures

Following are the Administrative Procedures regarding the Application for and approval of Building Improvement Grants:

6.1. Pre-Submittal: All Applicants are encouraged to meet with Staff prior to preparation of an Application.

Applicants should contact the following to set up a meeting.

Department of Economic Development
333 West McLeroy Blvd, Saginaw, TX 76179
(817) 230-0331

6.2. Application: The submittal of an Application is required prior to any evaluation of the request for Building Improvement Grants. The Application shall be on a form prepared by Staff and available on the City's website or at the location noted in 6.1.

6.2.1. Required Information: The following shall be included with the Application:

A. Proof of ownership of the Property;
B. Photographs of the existing Property;
C. Drawings, renderings, plans of the proposed Enhancements;
D. Written description of the Enhancements including building materials and color schemes to be used;
E. Construction Cost estimate; and
F. If Applicant is not the Property owner:
    i. Written approval of the Application from the owner;
    and ii. Copy of the signed lease agreement.

6.2.2. Amendments: Staff may amend the form of the Application as needed to more efficiently evaluate the merits of requested Enhancements.

6.3. Review & Evaluation: Following are criteria to review and evaluate the Application:

6.3.1. Review Criteria:

A. Completeness of Application: Completeness of the Application; including all required attachments.
B. Grant Priorities: Whether the Application includes a targeted business classification or whether it is located in a targeted improvement area as defined in Section 5.

C. Impact: An estimation of the impact that the Enhancements might have, particularly as a catalyst for continued private investment.

D. Non-funded Improvements: Are the improvements associated with the Grant part of a larger effort to enhance the Property.

E. Elimination of a Non-Conformity: Do the Enhancements eliminate a legal non-conforming aspect of the Property.

6.3.2. Staff Evaluation and Recommendation: The coordinating Staff member shall convene a team of the appropriate persons to evaluate the Application. Upon review, such team shall prepare a recommendation to forward to the Board.

A. Site Visit: Prior to formal evaluation of the Application, the Applicant shall allow Staff the opportunity to visit the Property to verify its status prior to any Enhancements.

6.4. Approval: The Board shall make the final decision regarding the merits of the Application and the appropriate Property Enhancement Grant to be given, if any, if funds are available as pre-approved by the Council for the funding period. If approval of the Application requires funds not pre-approved by the Council, the board will prepare a recommendation to forward to the Council for final approval. Upon approval of a matching Grant, the Board shall enter into an Agreement with the Applicant on a form acceptable to the City Attorney. The Agreement, at a minimum, must contain the following: 6.4.1. Enhancements: List the specifications of the proposed Enhancements on the Property.

6.4.2. Access: Provide the City and Staff access to the Property to ensure that the Enhancements or repairs are made according to the specifications and conditions in the Agreement.

6.4.3. Grant: Provide for the procedures of the matching Grant payment.

6.4.4. Recapture Provisions: Provide for the repayment of a Grant if the Applicant or the condition

of the Property do not fulfill all obligations required under the Agreement. The City may take any remedy necessary to recover the funds, including filing a lien on the Property.

6.5. Pre-Construction Meeting: If the matching Grant is approved as noted above, and if deemed necessary by Staff, the Applicant must attend a pre-construction meeting with Staff to coordinate any required permits, execute Grant documents, and resolve any questions either party might have.

6.6. Notice to Proceed: Upon approval as noted above, Staff shall prepare and issue a written Notice to Proceed authorizing the Applicant to begin work on the Enhancements. The Notice to Proceed shall in no event be regarded as the issuance or approval of a building permit or any other construction permits.

6.6.1. Required: All Grant documents, including the Agreement with the City, must be executed and all required permits must be received prior to issuance of the Notice to Proceed.

6.6.2. Beginning of Work: All work must begin within sixty (60) days of the issuance of the Notice to Proceed.

6.6.3. Completion of Work: All work for approved projects must be complete within ninety (90) days of the Notice to Proceed unless an Applicant's written request for extension is granted in writing by the Board.

6.7. Construction: All construction shall be in accordance with all requirements for permitting and inspection required by the City.

6.8. Verification: Upon completion and approval of the work by the City, Staff shall verify that the work has been performed as authorized in the approval action.

6.8.1. Documentation: The Applicant shall provide Staff with documentation necessary to determine the Construction Costs of the Enhancements as approved, e.g. copies of paid contractor invoices, receipts or processed checks. Construction Costs not supported by adequate documentation shall not be eligible for reimbursement.

6.9. Payment: Upon verification of compliance with the approval action, Staff shall cause a check to be issued to the Applicant in the approved amount.

6.9.1. Cost Overruns: Any costs above and beyond the amounts approved shall be the responsibility of the Applicant.

Section 7.
Applicant / Owner Certifications

The Application shall include the following certifications which shall be affirmed by the Applicant / Owner by signing the Application.

7.1. Application Accuracy: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.

7.2. Compliance: I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Grant upon completion of the project shall constitute approval of the project by any City department or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.

7.3. Insurance: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.

7.4. Maintenance: I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.

7.5. Discretionary Rights: I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this policy.

7.6. Policy Promotion: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.

7.7. Indemnification: I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agree to indemnify the City, the Board, and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.

Section 8.
General Provisions

8.1. Termination: The City has the right to terminate any agreement under this Policy for any reason.

8.2. Changes During Construction: If an Applicant seeks to change the scope of their project after a Grant has been approved, the Applicant shall meet with Staff to discuss the desired change. Staff has the authorization to approve minor modifications during construction. Any other desired modification shall be placed before the approving body for reconsideration.

8.3. Flexibility: The terms and conditions of this Policy are a guideline for the Board during their deliberation and evaluation. The City reserves the right to modify the terms and conditions herein at any time, including for any pending application, and may approve a Grant on terms and conditions contrary to the guidelines set forth in this policy.

8.4. Section or Other Headings: Section or other headings contained in this Policy are for reference purposes only and shall not affect in any way the meaning or interpretation of this Policy.

8.5. Severability: In the event that any provision of this Policy is determined to be illegal, invalid, or unenforceable, then, and in that event, it is the intention that the remainder of this Policy shall not be affected thereby.

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City of Saginaw

Meeting Date: 6/16/2020

Staff Contact: Kim Quin
Finance Director

Agenda Items: (4)(e)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
Action regarding Resolution No. 2020-15, Designating the officer or employee responsible for complying with Section 26.04 of the Texas Tax Code for the City

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BACKGROUND/DISCUSSION:
Recent changes to the tax code require an officer or employee of the City to provide certain tax rate information to the appraisal district. The Tarrant Appraisal District is requesting that each taxing entity designate a responsible party. This resolution names the Finance Director as the responsible party for the City of Saginaw.

FINANCIAL IMPACT:
There is no financial impact.

RECOMMENDATION:
It is recommended that the City Council approve Resolution No. 2020-15 designating the Finance Director as the officer responsible for complying with Section 26.04 of the Texas Tax Code.

ATTACHMENTS:

Description

Resolution No. 2020-15

RESOLUTION NO. 2020-15

A RESOLUTION OF THE CITY OF SAGINAW, TEXAS, DESIGNATING THE OFFICER OR EMPLOYEE RESPONSIBLE FOR COMPLYING WITH SECTION 26.04 OF THE TEXAS TAX CODE FOR THE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 26.04 of the Texas Tax Code requires an officer or employee designated by the governing body to perform certain functions for purpose of the tax rate adoption process.

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

SECTION 1.

That, in accordance with Section 26.04 of the Texas Tax Code, the City Council hereby designates the City Finance Director as the officer responsible for complying with Section 26.04.

That this resolution shall be effective immediately from and after its passage.

PASSED AND APPROVED at a regular meeting of the City Council of Saginaw, Texas, on this the _____ day of June, 2020.

CITY OF SAGINAW

BY: _____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

City of Saginaw

Meeting Date: 6/16/2020

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

Agenda Items: (4)(f)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action regarding Disposal of City Surplus Items and Agreement with Tommy Lutes Auctioneers for Auction of City Surplus Items

---

BACKGROUND/DISCUSSION:
Periodically, the City disposes of surplus items that are either no longer used, are broken or have been deemed past their useful life. The last auction of surplus items was held in 2019.

Staff has provided an attachment briefly describing the items to be put up for auction.

For many years, the City has used the services of Tommy Lutes Auctioneers to dispose of the surplus items. They provide auction services for many local municipalities. Staff is recommending Tommy Lutes Auctioneers to provide this service.

FINANCIAL IMPACT:
There is no financial impact involved in approving the list of surplus property. The costs of the auction will be covered by the proceeds of the items sold. N/A

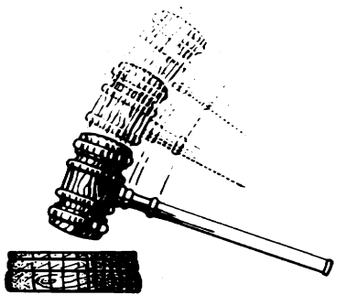
RECOMMENDATION:
Staff recommends approval of the list of surplus items for auction as presented and that the City enter into an agreement with Tommy Lutes Auctioneers for auction of those items.

ATTACHMENTS:

Description

Lutes Agreement

Surplus Inventory



Tommy Lutes Auctioneers

(817) 713-6906

Tommy Lutes, Jr
Professional Auctioneer

AUCTION CONTRACT

This auction agreement is entered into by **Tommy Lutes Auctioneers** (Auction Company) **Ft Worth** (City) **Texas** (State), hereinafter referred to as Auctioneers, and **City of Saginaw**

Address **333 W McLeroy**

City **Saginaw** State **Texas** Phone **817-232-4640**

Hereinafter referred to as Owner under the following terms and conditions.

Auctioneers agree to conduct a public auction sale or otherwise sell the following described property belonging to owner. The auction sale to be conducted at **9218 West Fork Trl Ft Worth TX**

Auction is to be held on _____ day of **June** year **2020**

PROPERTY TO BE SOLD

See attachments _____ through _____ for additional property to be sold.

THIS CONTRACT SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1 Owner agrees to pay Auctioneers for the service rendered by Auctioneers a commission of **10% Rolling Stock 15% on misc** % of the gross receipts of from all sales during the period of this contract whether such sales are made at public auction by private sale or in any other manner. A full commission shall be due and payable to Auctioneers immediately following the completion of each sale whether the sale is made in cash on terms determined by the Owner.

2 Auctioneer s agree to prepare all advertising material and publicity necessary to advertise and promote attendance of buyers and shall be paid the sum of $ none for same.

3 Auctioneers agree to remit gross proceeds from sale of the property herein above described, less Auctioneers commission, advertising costs, and 'advances, if any, to Owner within a period not exceeding **20** banking days following the date (s) of said auction.

4

5 Owner hereby agrees to sell the above property to the highest bidder and to deliver to the purchaser Bill of Sale and Titles free of all liens and encumbrance.

6 Owner promises and agrees that the above described property will be delivered to sale site prior to sale date, and in the event of a failure of Owner to deliver said property, or if Owner shall breach this contract, said Owner agrees to pay the commission and advertising costs as above provided, said commission to be based on the market value of said property.

7 Owner agrees that after the execution of this contract that he will not sell or cause to be sold any of the property described in this agreement, save and except through the Auctioneers, and agrees that he may be restrained from selling such property after the execution of this contract except through the Auctioneers. The Auctioneers have entered into this Agreement relying upon such representations and in consideration thereof, the Owner shall indemnify and save the Auctioneers harmless against any and all claims made by any person, firm or corporation claiming to be a creditor of Owner.

8 Auctioneers shall have the right, after receiving their compensation as provided herein, to use the residue of funds to first pay any bonafide liens which are shown in the exhibits attached hereto or which may be brought to their attention and which are not listed in said exhibits.

9 Owner warrants that this sale is being held for the purpose of **Surplus** hereby authorizes and commissions the Auctioneers to so advertise and publicize the above mentioned auction.

10 Owner appoints Auctioneers his attorneys in Owner's name and in his behalf, and as fully and to the same extent as Owner could do personally, to execute all necessary deeds, Bill of Sale, conveyances and other instruments of every nature whatsoever necessary or convenient to the carrying out of the power of sale herein granted and the transfer of title to the property herein above described to the purchasers thereof.

11 It is specifically understood and agreed that in the event the Owner fails or refuses to carry out the terms of this agreement that the Auctioneers shall then be entitled to the sum of $ **None** as liquidated damages as a reimbursement for expense profits which the Auctioneers would have otherwise earned.

12 Auctioneers agree to conduct a public auction for Owner, WITHOUT MINIMUM OR RESERVE, at the time and place hereinafter stated. It is further understood that there shall be no "BID INS" or "BUY BACKS" at said auction.

13 Auctioneer agrees to provide **Transportation to sale site And setup of Auction and all persons for said auction** we will collect and remit all state and local sales taxes in accordance with state law

14 Owner agrees to provide: **nothing**

Approved and Executed this _____ day of **June** year, **2020**

Tommy Lutes Auctioneers **9612**
Auction Company

9218 West Fork Rd
Address

Ft Worth **Texas** **76179**
City State Zip

817-713-6906
Phone

If;

Signature

City Of Saginaw
Owner or Agent

333 W Mcleroy
Address

Saginaw **Texas** **76179**
City State Zip

817-232-4640
Phone

Signature

2020 City of Saginaw Auction Items

Item(s)	Year	Model	Vin Number	Mileage	Comments
1. Vehicle	2001	Ford 250 Pickup	1FTNF20SX1EB66533	155241	
2. Vehicle	2010	Crown Victoria	2FABP7BV0AX144341	108760	
3. Vehicle	2000	Crown Victoria	2FP73W6YX126090	101011	
4. Vehicle	2008	Ford F350 Pickup	1FTWF31558EA50282	154600	
5. Vehicle	2007	Ford Expedition	1FMPU15586LA60852	156459	
6. 4 office chairs					
7. 35 small chairs					
8. 4 office desks					
9. 1 push guard PD					
10. 4 tvs PD					
11. 1 file cabinet					
12. 1 camper shell					
13. 1 eagle air baron 3 compressor for air packs disassembled					
14. 1 eagle air compressor HoytBrand					
15. 14 ticket writers Zebra model 20420-520					
16. 24 large shop lights					
17. 1 work out bench					
18. 1 honda em 5000s generator.					Won't charge

City of Saginaw

Meeting Date: 6/16/2020

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

Agenda Items: (6)

E-mail: rtrice@saginawtx.org

Phone: 8172300449

SUBJECT:
PUBLIC HEARING--Consideration and Action regarding a Recommendation from the Planning and Zoning Commission for Approval of a change in zoning classification on, and amending the Comprehensive Land Use Plan with relation to, 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 (Hwy. 156) and East McLeroy Boulevard, from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC) (20.308 acres), Multi Family (MF2) (44.993 acres) and Light Industrial (LI) (7.311 Acres). (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.

NOTE: AT THE MAY 19TH CITY COUNCIL MEETING THE COUNCIL VOTED TO TABLE THIS ITEM.

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

Presentation
Letter to EMSISD
Ord 2020-12
P&Z Minutes May 12, 2020
P&Z Packet April 14, 2020

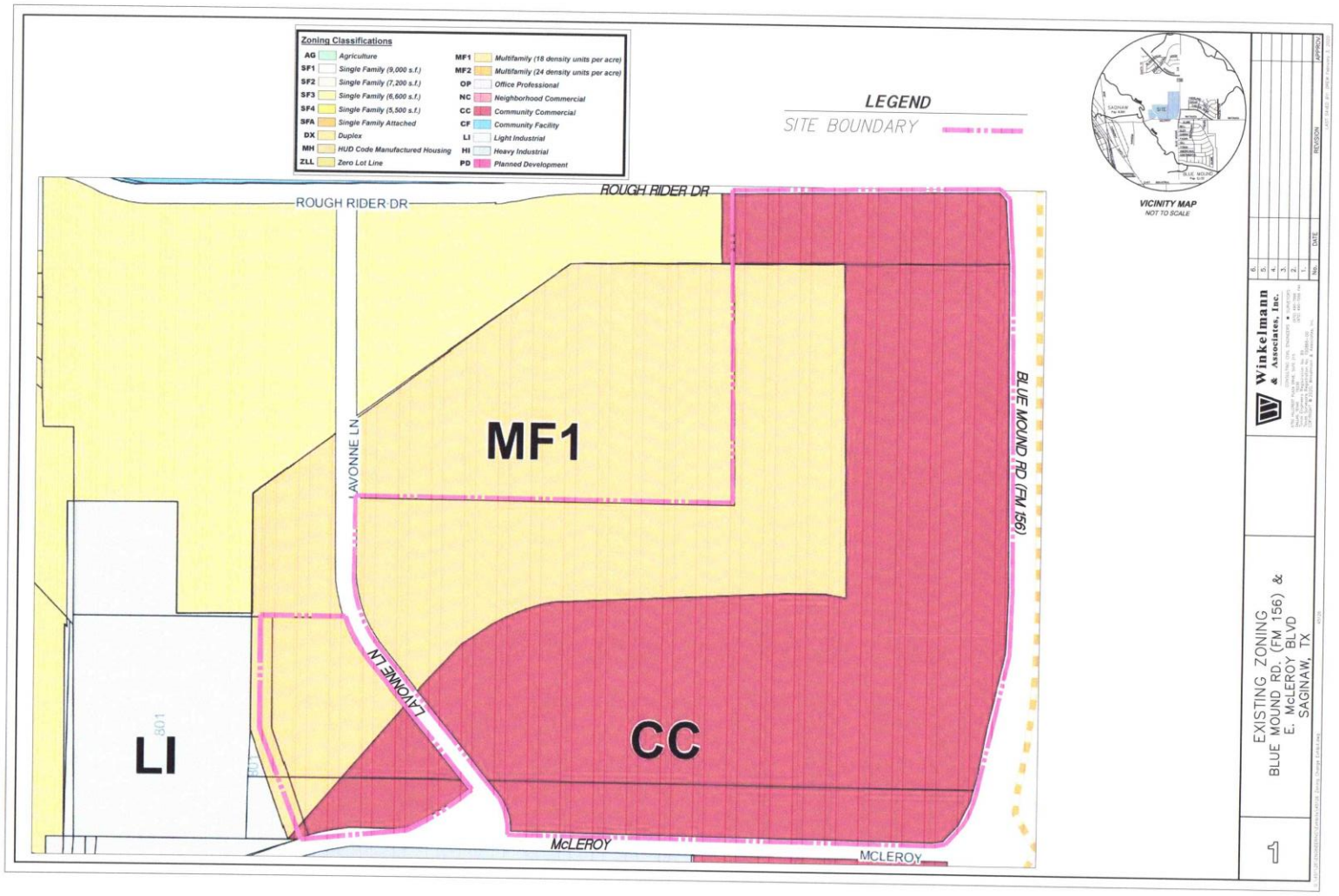
PZ 0420-01

PLANNING AND ZONING

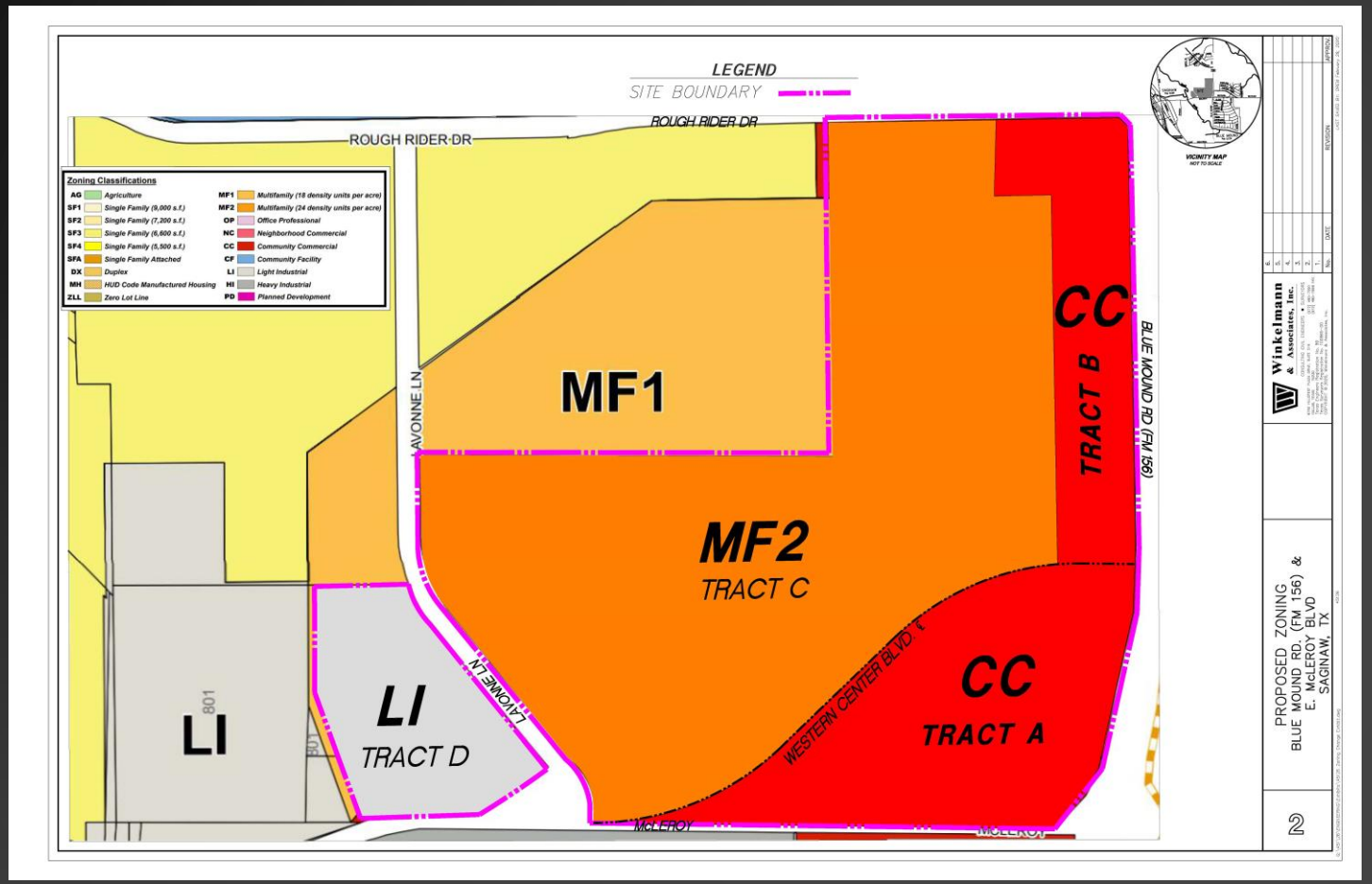
6/16/2020

76.613 ACRES

CITY OF SAGINAW



EXISTING ZONING

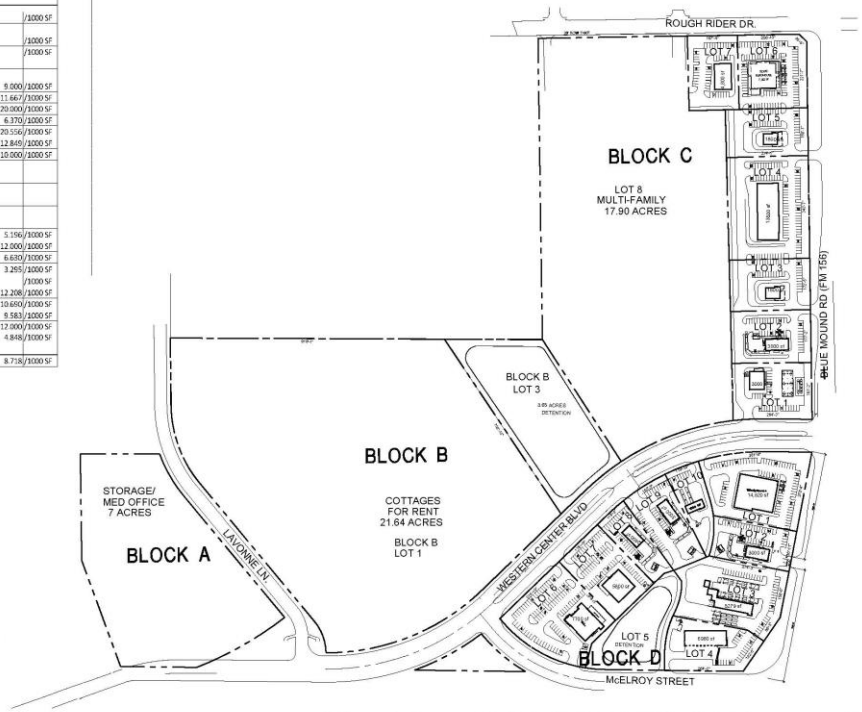


PROPOSED ZONING

CONCEPTUAL SITE PLAN

TABULATIONS

LOT	SITE AREA SF	ACRES	BUILDING AREA		PARKING REQUIRED Retail (Target) 1 PER 250	Rest. 100 PER	Auto Service 100 1 PER 300	TOTAL REQ'D	TOTAL PROV.	PARKING RATIO
A	318,451	7.311		SF						/1000 SF
B-1	942,473	21.636		SF						/1000 SF
B-2		0.000		SF						/1000 SF
B-3	158,980	3.650		SF						
C-1	50,090	1.150	3,000	SF	12			12	27	9.000 /1000 SF
C-2	46,855	1.076	3,000	SF		30		30	35	11.667 /1000 SF
C-3	46,375	1.065	1,800	SF	7	18		25	86	20.000 /1000 SF
C-4	93,618	2.149	13,500	SF	70% 38	30% 41		78	86	6.370 /1000 SF
C-5	44,032	1.011	1,800	SF	7	18		25	87	20.556 /1000 SF
C-6	56,801	1.304	7,180	SF		72		72	92	12.849 /1000 SF
C-7	41,783	0.959	4,800	SF		48		48	48	10.000 /1000 SF
C-8	789,404	18.122								
D-1	77,515	1.779	14,820	SF	59			59	77	5.196 /1000 SF
D-2	37,330	0.857	3,000	SF		30		30	36	12.000 /1000 SF
D-3	75,026	1.722	5,279	SF	21			21	35	6.630 /1000 SF
D-4	47,126	1.082	6,980	SF			20	20	23	3.295 /1000 SF
D-5	59,477	1.365								/1000 SF
D-6	73,128	1.679	7,700	SF		77		77	94	12.208 /1000 SF
D-7	48,922	1.123	5,800	SF		58		58	62	10.690 /1000 SF
D-8	27,255	0.626	2,400	SF		24		24	23	9.583 /1000 SF
D-9	42,662	0.979	3,000	SF		30		30	36	12.000 /1000 SF
D-10	25,971	0.596	1,650	SF			5	5	8	4.848 /1000 SF
TOTAL	3,308,234	71.240	85,689		145	445	20	610	747	8.718 /1000 SF



01 CONCEPT PLAN
1" = 300'-0"
NORTH

GSO ARCHITECTS
DALLAS, TX 972.385.9651
www.GSOarchitects.com
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Blue Mound Rd. (FM 156) & Western Center

SAGINAW, TEXAS
PROVIDENT REALTY ADVISORS

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

SP11

JOB NO: 19-021
ISSUE DATE: 04/14/2020
SCALE AS NOTED

CONCEPTUAL MULTIFAMILY





CONCEPTUAL MULTI FAMILY EXAMPLE



CONCEPTUAL COTTAGE HOMES





Provident Realty Advisors
10210 N. Central Expressway, Suite 300
Dallas, Texas 75231

May 12, 2020

Eagle Mountain-Saginaw ISD
1200 N. Old Decatur Road
Fort Worth, Texas 76179

RE: PZ-0429.01 – 76.613 Acres at the NWC of Blue Mound Road and E. McLeroy

Dear Dwayne

Per your request I am writing to confirm that the above referenced site will not be requesting any approval for low income housing or applying for any low-income housing tax credit assistance.

Additionally, the site is not requesting any reduction in parking and there are no variances associated with this zoning request.

Please let me know if you have any questions or any other items I can address.

Sincerely,

D. Parks

Dorothy Parks
Asset Manager

ORDINANCE NO. 2020-12

(NORTHWEST CORNER BLUE MOUND ROAD (HWY 156) AND EAST MCLEROY BOULVARD)

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 September 10, 2019 and the City Council of the City of Saginaw, Texas held a public hearing on September 17, 2019 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 _____ DAY OF _____ 2020.

_____
MAYOR, TODD FLIPPO

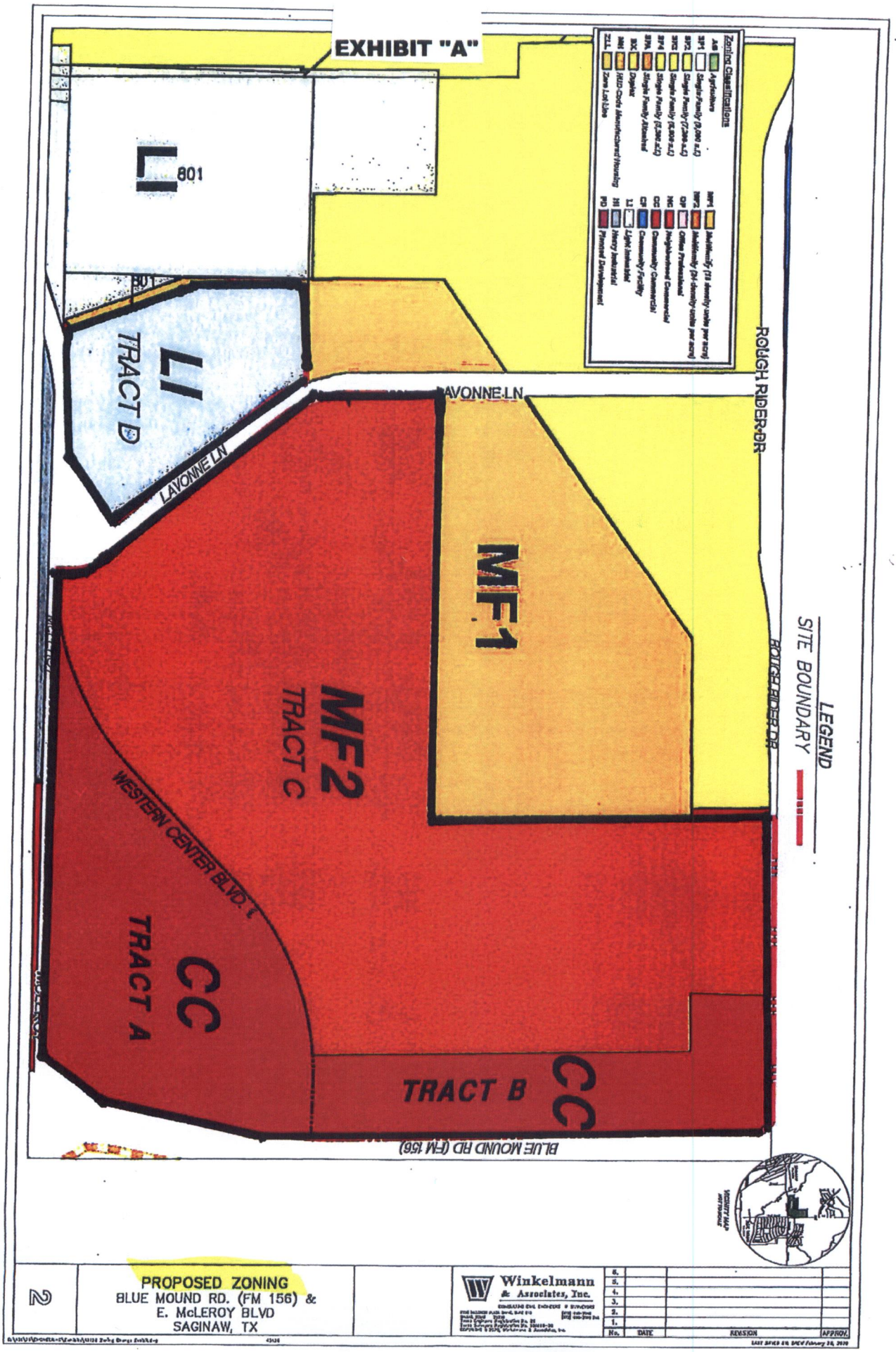
ATTEST:

_____
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.
8.			
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;

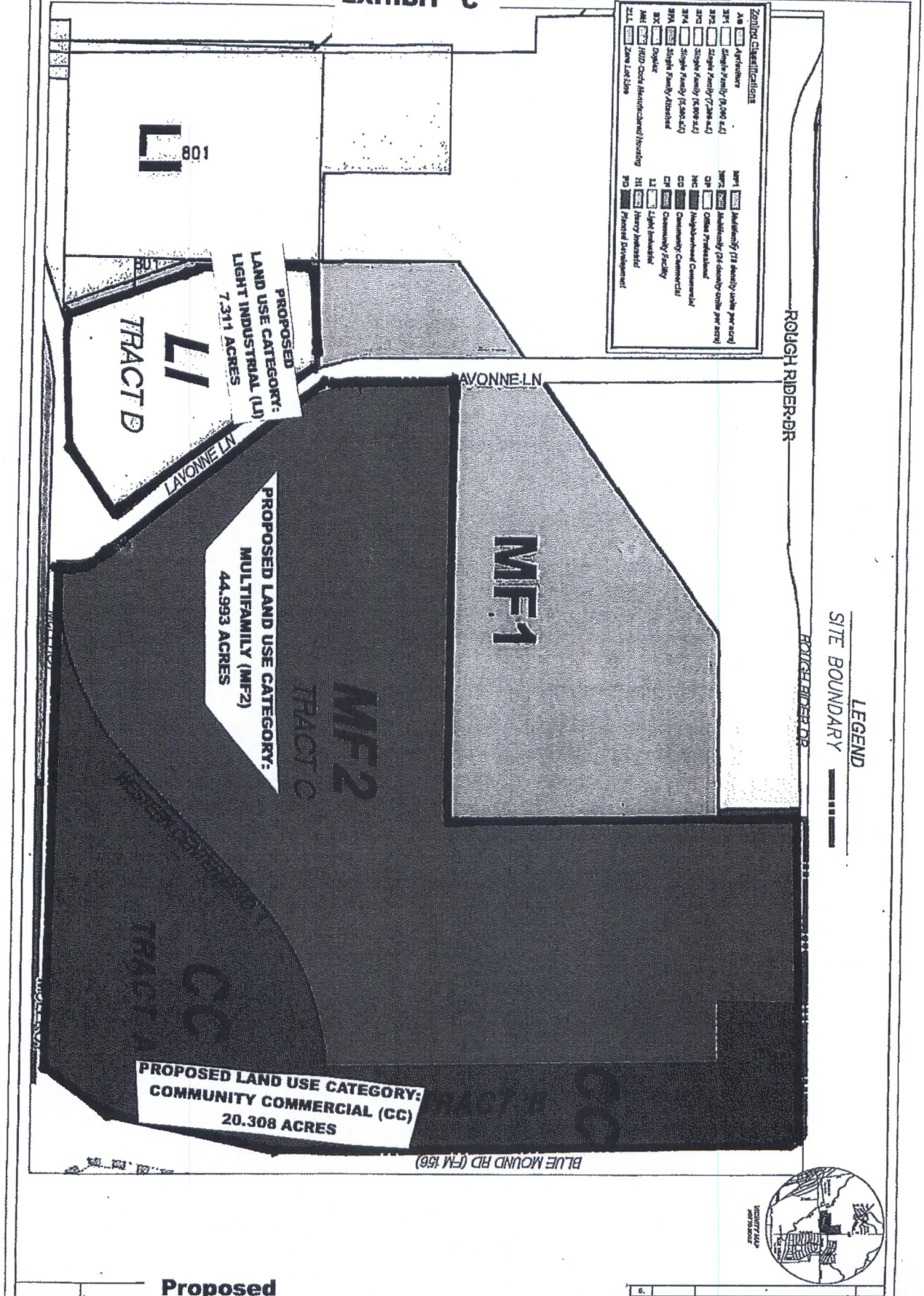
THENCE along said Westerly right-of-way line and said non-tangent curve to the left, an arc distance of 164.00 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner;

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 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.

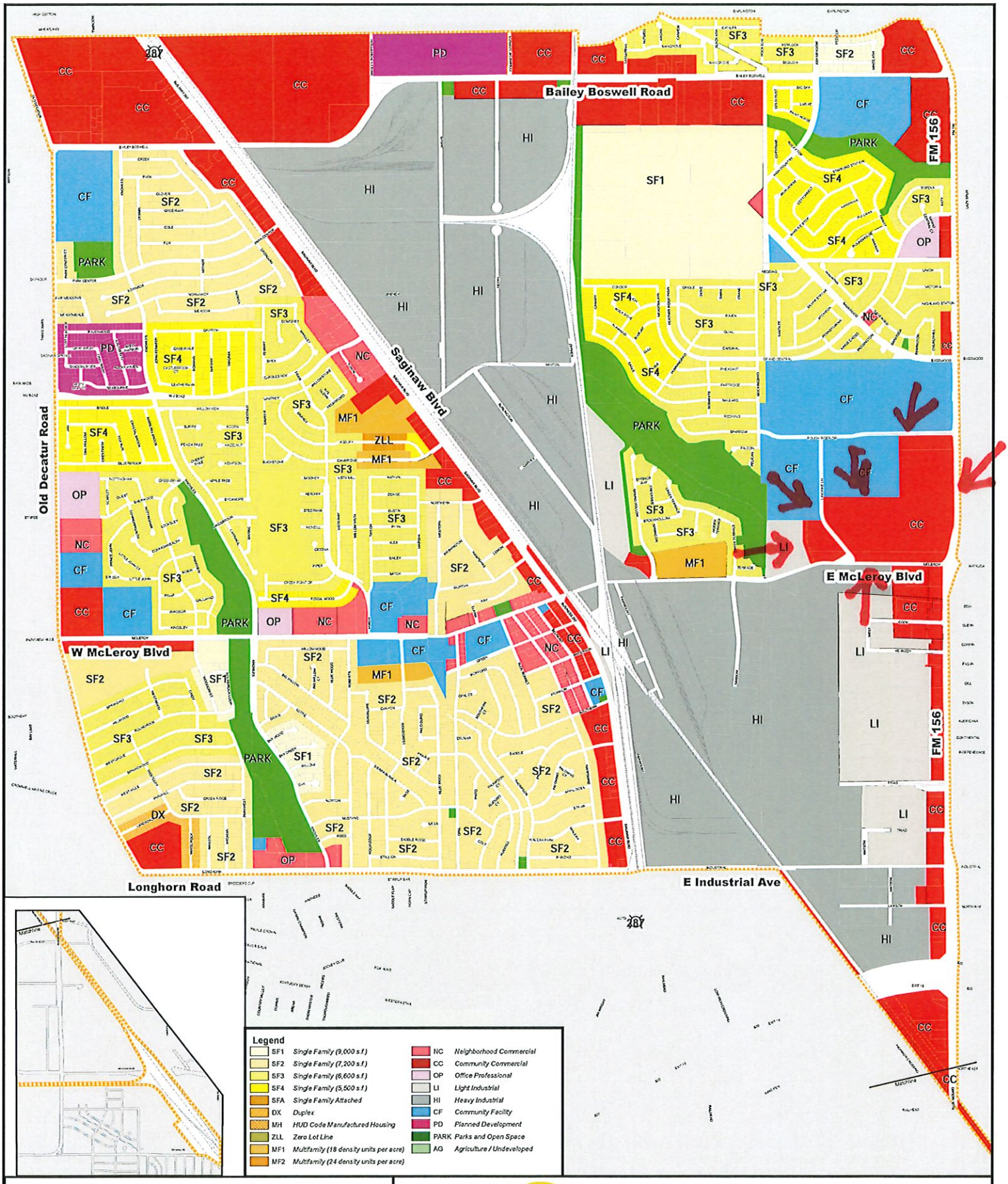
A table comparison of existing and proposed zoning is shown below:

	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.

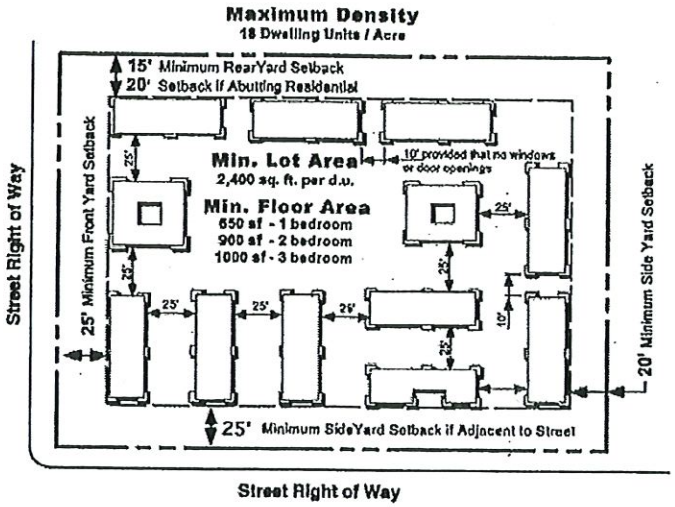
EXISTING

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.

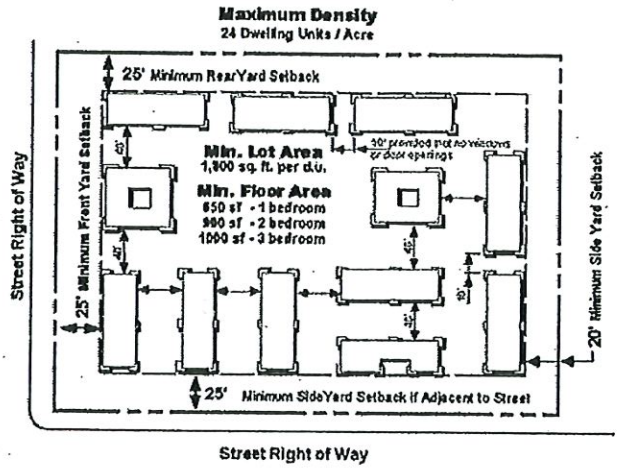
PROPOSED

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.

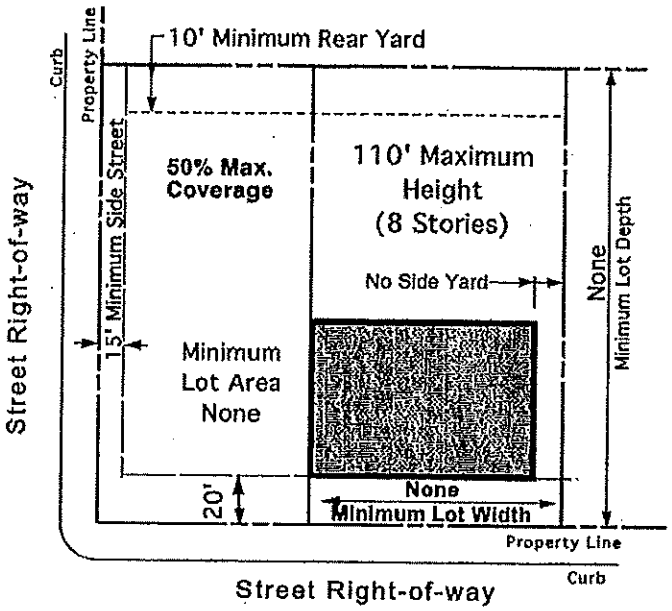
I. *Site plan required.* A site plan must be approved by the city council, upon approval of the planning and zoning commission and in accordance with section 8-1, Site Plan Requirements.

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.

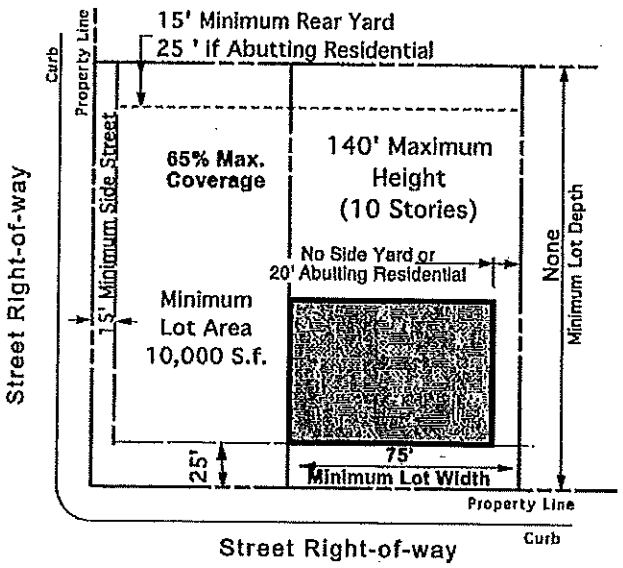
(Ord. No. 2003-03, § 1, 4-1-03)

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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Wanted to Buy
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Misc. Merchandise

ANIMALS
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Dogs
Pets
Pets Lost & Found
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Pets Misc.

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Farm & Ranch & Garden
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Timberland & Timber
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Schools & Instruction

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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

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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

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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

_____

_____

_____

_____

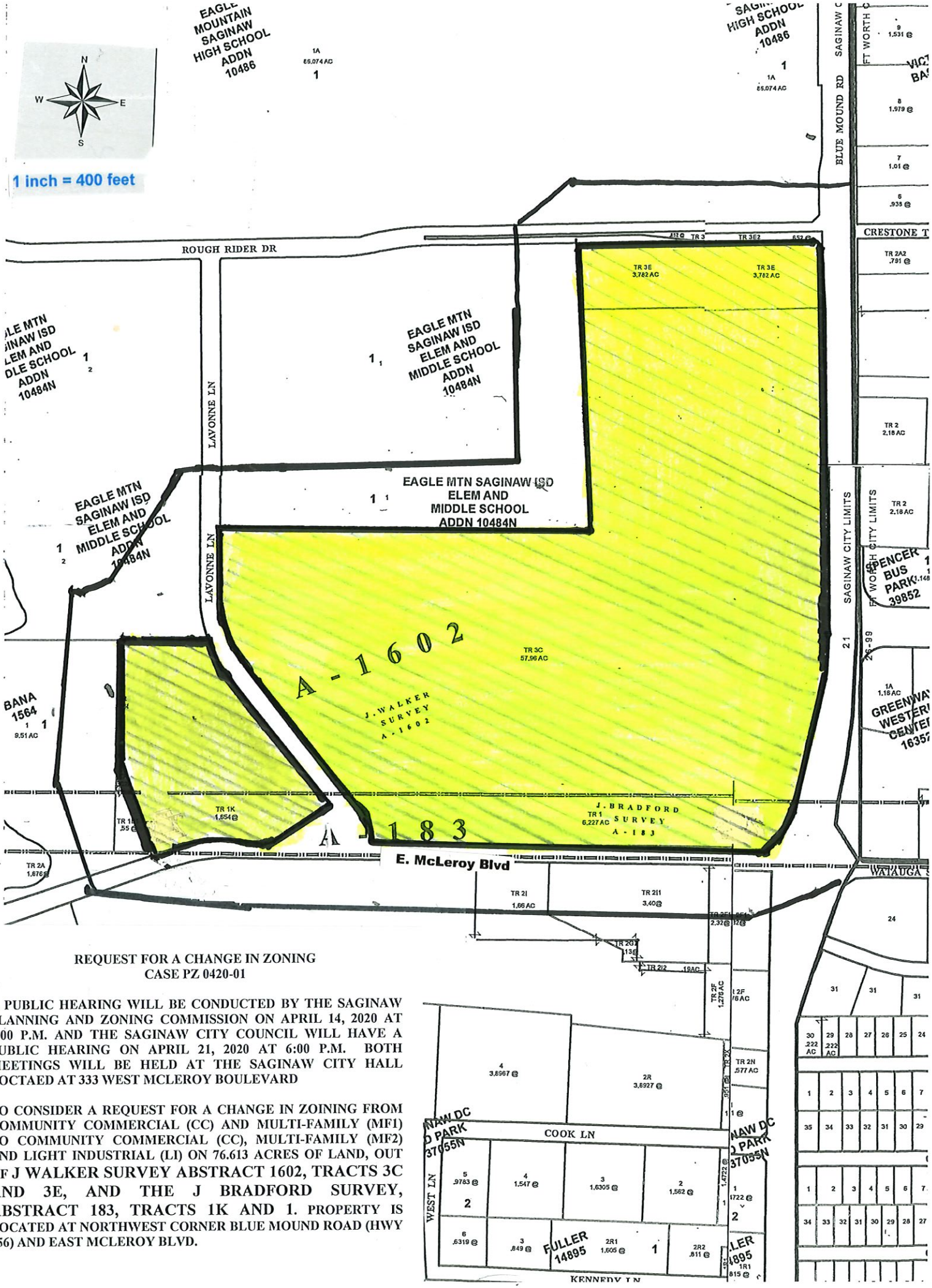
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REQUEST FOR A CHANGE IN ZONING
CASE PZ 0420-01

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.

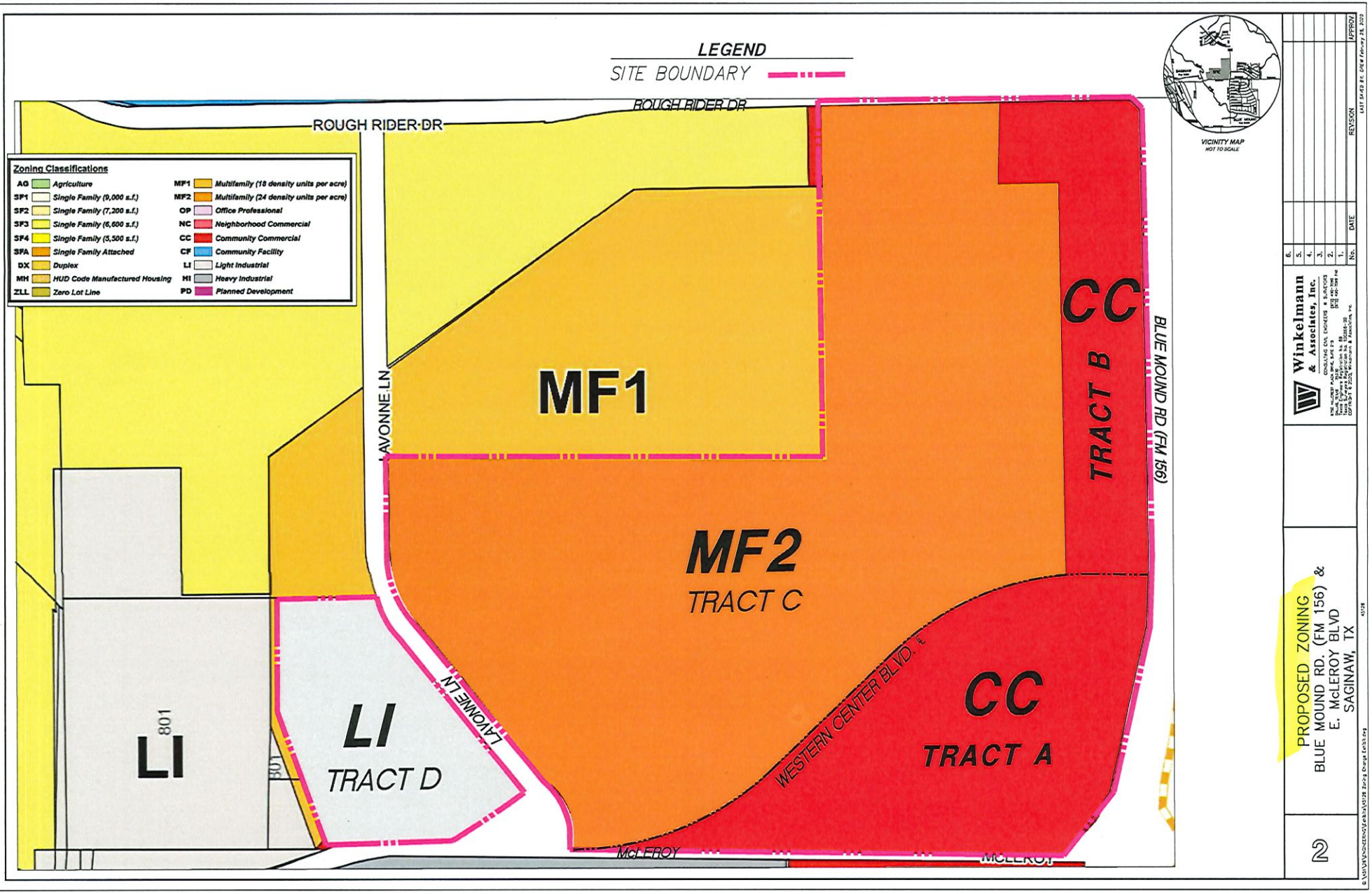
Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 13th day of June, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

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

City of Saginaw

Meeting Date: 6/16/2020

Agenda Items: (7)

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 in Highland Station Park

BACKGROUND/DISCUSSION:
Last year, the Keep Saginaw Beautiful Committee (KSB) expanded their horizons by moving into the fine artistic beautification of Saginaw. Their first project began with the Texas Flag/Welcome Mural on Ardent Mills as well as several additional projects in a few Saginaw parks. In October 2019, the City Council approved a Historic Art Mural project with Adam Davenport. Adam painted a wonderful mural on the north side (southbound side) of the Northwest Plumbing Building capturing a historic Fire Department photo. Recently, the City Council approved funding for another historic mural to be painted by Adam Davenport of a photo of Greene's Grocery on the north side (southbound side) of JR's Café, which is the original home of Greene's Grocery.

KSB met and discussed the idea of another mural to be painted by local artist Erica Rosa on the exterior walls of the Highland Station Restroom in February 2020 and approved funding at their May 18, 2020 meeting. This potential project could begin in June or early July 2020 and would take up to 1 week to complete.

FINANCIAL IMPACT:
The financial impact is $750. 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 $750 for Erica Rosa (professional artist) to paint a mural on the exterior walls of the Highland Station Park Restroom.

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 – June 16, 2020

ITEM:

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

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. Their first project began with the Texas Flag/Welcome Mural on Ardent Mills as well as several additional projects in a few Saginaw parks. In October 2019, the City Council approved a Historic Art Mural project with Adam Davenport. Adam painted a wonderful mural on the north side (southbound side) of the Northwest Plumbing Building capturing a historic Fire Department photo. Recently, the City Council approved funding for another historic mural to be painted by Adam Davenport of a photo of Greene's Grocery on the north side (southbound side) of JR's Café, which is the original home of Greene's Grocery.

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FINANCIAL IMPACT:

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RECOMMENDATION

The Keep Saginaw Beautiful Committee is recommending the approval of $750 for Erica Rosa (professional artist) to paint a mural on the exterior walls of the Highland Station Park Restroom.

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: 6/16/2020

Agenda Items: (8)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
Consider and Action regarding Resolution No. 2020-16, directing publication of notice of intention to issue combination tax and revenue certificates of obligation; and resolving other matters related to the subject.

BACKGROUND/DISCUSSION:
On March 3, 2020 the City Council resolved to reimburse $8,500,000 for certain capital expenditures:
Knowles Drive reconstruction design/construction documents $2,500,000
Central Fire Station design and construction documents $1,200,000
North Old Decatur design and reconstruction $750,000
Sidewalk and ADA improvements $1,000,000
Boaz/Old Decatur intersection improvements $1,000,000
Saginaw Boulevard signal upgrade at McLeroy Boulevard $500,000
Bailey Boswell overpass project $1,550,000

On May 19, 2020 the City Council considered issuing debt for the construction of a Central Fire Station with an estimated cost of $15,000,000

If it is the intention of the City Council to issue the debt previously discussed, it is necessary to publish the attached notice of intention.

FINANCIAL IMPACT:
Mark McLiney of SAMCO Capital Markets, Inc will present a tax rate impact analysis and a time line for the proposed debt issue.

RECOMMENDATION:
Consider and act upon approval of a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation; and resolving other matters related to the subject.

ATTACHMENTS:

Description

Resolution of intent
SAMCO presentation

RESOLUTION NO. 2020-16

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Saginaw Texas, as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

1. Attached hereto is a form of the Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.

2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.

3. The City Secretary shall cause said notice to be posted in substantially the form attached hereto, on the City's internet website for at least 45 days before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice

4. Attached hereto as Schedule I is a list of outstanding debt obligations of the City which the City hereby designates as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

5. This Resolution shall become effective immediately upon adoption.

[Execution Page Follows]

DULY PASSED AND APPROVED by the City Council of the City of Saginaw, Texas, on the 16th day of June, 2020.

_____
Mayor

ATTEST:

_____
City Secretary

[CITY SEAL]

SCHEDULE I

CITY OF SAGINAW, TEXAS
Self-Supporting Debt

The City designates all or a portion of the following outstanding debt obligations of the City as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

1. City of Saginaw, Texas General Obligation Refunding Bonds, Series 2014; and
2. City of Saginaw, Texas General Obligation Refunding Bonds, Series 2015.

CITY OF SAGINAW, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Saginaw, Texas, at its meeting to commence at 6:00 P.M. on August 18, 2020, at the City Hall Council Chambers, 333 West McLeroy Blvd., Saginaw, Texas, tentatively proposes to adopt one or more ordinances authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed $23,500,000 for paying all or a portion of the City's contractual obligations incurred in connection with: (i) constructing, reconstructing, and improving streets, roads and sidewalks, including related drainage, utility relocation, signalization, landscaping, lighting and signage; (ii) constructing, equipping and improving fire stations, and (iii) legal, fiscal and engineering fees in connection with such projects. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of limited surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

In accordance with the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended ("Chapter 271"), the following information has been provided by the City (excludes $1,420,000 principal amount of outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes; provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations): (i) the principal amount of all outstanding debt obligations of the City is $30,320,000; (ii) the current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is $36,893,068; (iii) the maximum principal amount of the certificates of obligation to be authorized is $23,500,000; (iv) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is $31,000,000; (v) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (vi) the maximum maturity date of the certificates of obligation to be authorized is September 1, 2040. The resolution designating certain outstanding debt obligations of the City as self-supporting for purposes of Chapter 271 is available upon request to the City at the address noted above.

CITY OF SAGINAW, TEXAS

$23,500,000*
CITY OF SAGINAW, TEXAS (THE "CITY")
COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020 (THE "OBLIGATIONS")

June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Tuesday, June 16, 2020	**City Council meets to authorize the Notice of Intention Resolution ("NOI") to issue the Obligations**
Wednesday, June 17, 2020	**City posts NOI to the City's formal internet website (at least 45 days prior to ordinance adoption)**
Friday, June 19, 2020	SAMCO Capital Markets Inc. ("SAMCO") sends the City the Request for Information ("RFI")
Wednesday, June 24, 2020	**First publication of the NOI in City's paper of record (at least 46 days prior to ordinance adoption)**
Wednesday, July 1, 2020	**Second publication of the NOI in City's paper of record**
Monday, June 29, 2020	**City returns the RFI to SAMCO**
Tuesday, July 7, 2020	First draft of the Preliminary Official Statement ("POS") sent to Bond Counsel and the City, for review and comments
Tuesday, July 14, 2020	Comments due on the first draft of the POS
Thursday July 16, 2020	Second draft of POS sent to the City, Bond Counsel, Underwriter, Underwriter's Counsel and Rating Agency
Week of July 27, 2020	**Rating conference call / Due diligence call with Underwriter's Counsel**
Wednesday, August 12, 2020	Comments due on the second draft of the POS
Monday, August 10, 2020	Receive rating
Tuesday, August 11, 2020	Post the POS to SAMCO website and email link to all parties
Tuesday, August 18, 2020	**Certificate Pricing** **City Council authorizes the sale of the Certificates**
Tuesday, August 25, 2020	Print and distribute Final Official Statement and post to SAMCO website
Wednesday, September 9, 2020	SAMCO notifies all parties of closing/delivery instructions
Wednesday, September 16, 2020	**Obligations Closing; Funds wired to the City's depository bank**

**Preliminary; subject to change.*

DRAFT

SAMCO Capital

City of Saginaw, Texas
$23,500,000 Tax Rate Impact Analysis: $15MM Firestation plus $8.5MM for Planning and Design
June 16, 2020

Assumptions:

2020 Preliminary Taxable Assessed Value:		$ 2,255,837,284	
Expected Growth Rate:			
2022-2028	2.00%		
2029 and later	0.00%		

Current Tax Rate (2019)

M&O	$ 0.2817
I&S	$ 0.1773
Total	$ 0.4590

FYE (9/30)	Projected Taxable Value	Current General Fund Debt	Required I&S Tax Rate [1]	$8,500,000 CO Series 2020 [2]	$15,000,000 CO Series 2020 [2]	New Total Debt Service	I&S Fund Balance [3]	Required I&S Tax Rate [1]
2020	$ 2,110,198,774	$ 3,829,714	**$ 0.1773**			$ 3,829,714		**$ 0.1773**
2021	2,255,837,284	3,434,948	0.1554	$ 260,846	$ 478,153	4,173,947	$ 255,000	0.1773
2022	2,300,954,030	3,249,250	0.1441	548,600	497,500	4,295,350	297,000	0.1773
2023	2,346,973,110	3,243,518	0.1410	547,950	497,500	4,288,968	210,000	0.1773
2024	2,393,912,572	2,921,398	0.1245	552,150	576,700	4,050,248	-	0.1726
2025	2,441,790,824	2,575,540	0.1076	551,200	1,005,750	4,132,490	-	0.1727
2026	2,490,626,640	2,465,676	0.1010	550,150	1,203,350	4,219,176	-	0.1729
2027	2,540,439,173	2,129,928	0.0856	549,000	1,065,100	3,744,028	-	0.1504
2028	2,591,247,957	1,745,556	0.0687	547,900	1,068,475	3,361,931	-	0.1324
2029	2,591,247,957	1,740,106	0.0685	551,400	1,071,350	3,362,856	-	0.1324
2030	2,591,247,957	1,737,256	0.0684	549,025	1,072,475	3,358,756	-	0.1323
2031	2,591,247,957	1,604,776	0.0632	550,775	1,071,850	3,227,401	-	0.1271
2032	2,591,247,957	1,610,674	0.0634	548,600	1,068,400	3,227,674	-	0.1271
2033	2,591,247,957	1,607,149	0.0633	547,700	1,067,400	3,222,249	-	0.1269
2034	2,591,247,957	1,041,370	0.0410	551,100	1,070,100	2,662,570	-	0.1048
2035	2,591,247,957	1,037,150	0.0408	548,800	1,071,400	2,657,350	-	0.1046
2036	2,591,247,957	530,450	0.0209	550,800	1,071,300	2,152,550	-	0.0848
2037	2,591,247,957	530,450	0.0209	552,000	1,069,800	2,152,250	-	0.0848
2038	2,591,247,957	-	-	552,400	1,071,800	1,624,200	-	0.0640
2039	2,591,247,957	-	-	552,000	1,072,200	1,624,200	-	0.0640
2040	2,591,247,957	-	-	550,800	1,071,000	1,621,800	-	0.0639
		$ 37,034,911		$ 10,713,196	$ 19,241,603	$ 66,989,710	$ 762,000	

[1] *Assumes 98% collections rate.*

[2] *Preliminary subject to change. Interest calculates at 2.34% for illustrative purposes only. Based upon similar AA- rated City bond sale on May 18, 2020 + 25 basis points.*

[3] *Represents excess I&S fund balance that is statutorily restricted solely to pay debt service.*

City of Saginaw

Meeting Date: 6/16/2020

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

Agenda Items: (9)

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:
Consideration and Action regarding a Chapter 380 Economic Development Agreement with CFJ Manufacturing, L.P. for the property located at 716 S. Saginaw Blvd.

BACKGROUND/DISCUSSION:
This Chapter 380 Economic Development Agreement with CFJ Manufacturing, L.P. for the property located at 716 S. Saginaw Blvd. Per the proposed agreement, the City will provide the demolition of the former car wash facility for the purpose of redevelopment. CFJ desires to construct a new building on the property and relocate its business to that property. The City desires to provide the incentives to assist CFJ by offsetting costs related to construction of the Project.

The City is authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to establish programs to promote local economic development and to stimulate business and commercial activity in the City. As discussed in the May 19, 2020 Executive Session, the City Council determined that establishing a program to bring Company's business to the Property in accordance with this Agreement will further the objectives of the City, benefit the City and the City's inhabitants, and promote economic development and stimulate business and commercial activity in the City.

FINANCIAL IMPACT:
$12,500 for the demolition of the existing car wash facility.

RECOMMENDATION:
NA

ATTACHMENTS:

Description

Chapter 380 Agreement - 716 S Saginaw Blvd
Photos of 716 S Saginaw Blvd.

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SAGINAW, TEXAS
AND
CFJ MANUFACTURING, L.P.

This Chapter 380 Economic Development Agreement ("**Agreement**") is made by and between the City of Saginaw, Texas ("**City**") and CFJ Manufacturing, L.P., a Texas limited partnership ("**Company**"). City and Company are sometimes hereafter referred to individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company is owner of the real property located at 716 S. Saginaw Blvd. within the City; and

WHEREAS, Company desires to construct a new building on the Property and relocate its fine jewelry business to the Property; and

WHEREAS, the City desires to provide the incentives herein to assist Company by offsetting costs related to construction of the Project; and

WHEREAS, City is authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to establish programs to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City Council has determined that establishing a program to bring Company's business to the Property in accordance with this Agreement will further the objectives of the City, benefit the City and the City's inhabitants, and promote economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions set forth below, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

The terms "Agreement", "City", and "Company" shall have the meanings provided above.

"Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of such party's property and such appointment is not terminated within ninety (90) days after such appointment is initially

made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Car Wash Facility" means the existing self-service car wash facility, including all wash bays and signage, located on the Property as of the Effective Date and as shown on the attached Exhibit A.

"Effective Date" means the last date this Agreement is executed by the parties.

"Expiration Date" means the date both parties have fulfilled their obligations under this Agreement.

"Impositions" means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or any property or any business owned by Company within the City.

"Project" means a building to be used as Company's retail jewelry storefront or related office use, and to be constructed by Company on the Property.

"Property" means the real property being more particularly described in the Warranty Deed from Roy M. Neece to CFJ Manufacturing, Instrument No. D220075051 of the Tarrant County Real Property Records, and more commonly known as 716 S. Saginaw Blvd.

"Related Agreement" means any agreement (other than this Agreement) between the City and Company.

"Term" shall have the meaning as defined in Article 2 of this Agreement.

ARTICLE 2
PROGRAM AND TERM

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Project to the City. The terms of this Agreement implement the program.

2.2 Term. The term of this Agreement ("**Term**") will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 3
COMPANY OBLIGATIONS

In consideration of the City providing the demolition of the Car Wash Facility, Company agrees to comply with every term and condition of this Agreement and each of the obligations set forth in this Article 3.

3.1 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

3.2 Construction of the Project. No later than twelve (12) months after the Effective Date, Company must have (a) received a building permit for construction of the Project from the City; and (b) commenced construction of the vertical elements (framing, columns, or beams, etc.) of the Project.

ARTICLE 4
CITY OBLIGATIONS

4.1 Demolition. As soon as practical after securing a contract with a third-party demolition company, the City agrees at its sole cost (subject to Section 6.2 of this Agreement) to cause the demolition and removal of the existing Car Wash Facility on the Property.

ARTICLE 5
CONSENT TO DEMOLITION

5.1 Consent. By its signature of this Agreement, Company consents to the City's demolition of the existing Car Wash Facility on the Property and agrees to provide the City and its contractors all reasonable access to the Property for demolition and cleanup purposes.

5.2 Release. IN CONSIDERATION OF THE CITY DEMOLISHING THE CAR WASH FACILITY, COMPANY: (a) RELEASES THE CITY, ITS CONTRACTORS, AGENTS, SERVANTS, REPRESENTATIVES, OFFICIALS, OFFICERS, AND EMPLOYEES, IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES ("RELEASED PARTIES"), FROM ANY AND ALL LIABILITY THAT ARISES OR MAY ARISE FROM THE DEMOLITION AND REMOVAL OF THE CAR WASH FACILITY, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO OTHER STRUCTURES, PERSONAL PROPERTY WITHIN ANY STRUCTURES, VEGETATION, OR TREES, AND (b) AGREES TO INDEMNIFY THE RELEASED PARTIES FROM ANY AND ALL DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR IN ANY WAY CONNECTED TO THE DEMOLITION OF THE CAR WASH FACILITY.

ARTICLE 6
TERMINATION; REPAYMENT

6.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

(a) by mutual written agreement of the parties;

(b) upon written notice by either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;

(c) upon written notice by the City, if any Impositions owed to the City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions);

(d) upon written notice by the City, if Company suffers an event of Bankruptcy or Insolvency; or

(e) upon written notice by either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

6.2 Repayment. In the event this Agreement is terminated by the City pursuant to Section 6.1(b), (c), (d), or (e), Company shall immediately refund to the City an amount equal to the amount that the City paid to its third-party contractor to demolish the Car Wash Facility prior the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate, accruing from the Effective Date until paid. The repayment obligation of Company set forth in this Section 6.2 hereof shall survive termination of this Agreement.

ARTICLE 7
MISCELLANEOUS

7.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

7.2 Limitation on Liability. It is understood and agreed between the parties that Company and the City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

7.3 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

7.4 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

7.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City, to:

City of Saginaw, Texas
Attn: Economic Development Director
2121 Cross Timbers Rd.
Saginaw, TX 75028

If intended for Company, to:

CFJ Manufacturing, L.P.
Attn: _____
_____

7.6 Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

7.7 Governing Law/Venue. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action arising out of, or relating to, this Agreement must be in a court of competent jurisdiction in Tarrant County, Texas.

7.8 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

7.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

7.11 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the City.

7.12 Recitals. The recitals to this Agreement are incorporated herein.

7.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

7.15 Employment of Undocumented Workers. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a(f) Company shall repay the amount paid by the City to its third-party contractor to demolish the Car Wash Facility and any other funds received by Company from the City as of the date of such violation within one hundred twenty (120) days after the date Company is notified by the City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid.

7.16 Consequential Damages. The parties agree that the parties will never be liable under this Agreement for consequential damages (including lost profits) or exemplary damages.

7.17 No Waiver. Any failure by a party to insist upon strict performance by another party of any material provision of this Agreement shall not be deemed a waiver thereof, and the party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.18 Attorneys' Fees. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

{Signatures on following page}

CITY OF SAGINAW, TEXAS

_____
Todd Flippo, Mayor

Date: _____

CFJ MANUFACTURING, L.P.
a Texas limited partnership

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Car Wash Facility




BREWER'S CLEANERS
Boot/Shoe Repair & Alterations
MAX-VAC
VACUUM
TOWELS



City of Saginaw

Meeting Date: 6/16/2020

Agenda Items: (10)

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

E-mail: krinehart@saginawt.org

Phone: 817-230-0331

SUBJECT:
Consideration and Action regarding a Contract with Burleson Demolition for the Demolition and Removal of the existing Car Wash Facility at 716 S. Saginaw Blvd.

BACKGROUND/DISCUSSION:
This contract is with Burleson Demolition for the demolition and removal of the existing car wash facility located at 716 S. Saginaw Blvd. This demolition is addressed in the Chapter 380 agreement considered during Item 9.

FINANCIAL IMPACT:
The financial impact will be $12,500. Funds are available in the Economic Development Incentive Account 01-6141-13 to cover this expenditure.

RECOMMENDATION:
N/A

ATTACHMENTS:

Description

Demolition Proposal

1653 Houston Rd.
Burleson, Texas 76028
(817) 615-9991

April 28, 2020

Attn: Larry Little

City of Saginaw

Proposal for Demolition provided by Burleson Demolition for

716 S Saginaw Blvd., Saginaw, TX

Burleson Trucking I,LP dba Burleson Demolition is pleased to provide you with a proposal for the above referenced project. In consideration of the below lump sum, Burleson Demolition proposes to perform the work described below.

- Demo car wash
- Haul off debris.

Total Price: $12,500.00 (does not include applicable taxes)

Notes:

- Burleson Demolition does not perform any layouts or control lines for any type of saw cutting work being provided.
- Burleson Demolition is not responsible for any shoring and/or engineering.
- This proposal will become an exhibit of any resulting contract documents.
- All work must be scheduled a minimum of five (5) days in advance.
- Others will provide permits, temporary power, and water for dust control & fire safety.
- Prior to work to be scheduled, Burleson Demolition must have one of the following items: signed proposal, letter of intent, or a contract.
- Burleson Demolition retains all rights to salvage on all items being removed.

Exclusions:

- All MEP disconnects, make safe, identifying, and rerouting to be done by others.
- Asbestos survey and abatement, unless contracted.
- Handling or disposing of any controlled or hazardous materials.
- Locating, disconnecting, rerouting and capping utilities.
- Construction fencing, silt fencing and/or barricades.
- Contacting utility companies for termination of utilities.
- Construction utility companies for termination of utility services.
- Items to be removed for salvage, relocation, re-use etc. for the owners is not included.

Price is good for 30 days and payment is **due upon completion**. Any alterations from the specifications involving extra cost of material or labor will be executed only upon written orders for same and will become an extra charge over mentioned in this contract. All agreements must be made in writing.

If you should have any questions regarding the proposal, please do not hesitate to call or email us at burlesontree@aol.com

Respectfully Submitted,

Burleson Demolition
817-615-9991 (office)
817-564-4360 (cell)

ACCEPTED BY:

Name: _____

Company: _____

Signature: _____

Date: _____

City of Saginaw

Meeting Date: 6/16/2020

Agenda Items: (11)

Staff Contact: Dolph Johnson
Assistant City Manager

E-mail: djohnson@saginawtx.org

Phone: 817-230-0325

SUBJECT:
Consideration and Action on Contract With BRW Architects for Central Fire Station Design

BACKGROUND/DISCUSSION:
We have been through a thorough submittal, review and interview process to select an architectural firm for the design of the new central fire station. We are recommending Brown, Reynolds, Watford (BRW) for this project and attached is a contract for their services. The contract has been reviewed and modified by the City Attorney and we believe we have negotiated a contract and fee schedule that is fair to both parties.

FINANCIAL IMPACT:
Design fees for basic and additional services total $1,109,400. Payments will be made from the General Fund and then reimbursed from bonds to be sold later this year.

RECOMMENDATION:
Staff recommends approval of the contract.

ATTACHMENTS:

Description

Contract for Architectural Design Services
Additions and Deletions Report
Agreed to Amemdments to AIA DocumentA201-2017 for CMAR
Preliminary Project Schedule

AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, *Construction Manager as Constructor Edition*

AGREEMENT made as of the Sixteenth day of June in the year Two Thousand Twenty.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Saginaw
333 West McLeroy Boulevard
Saginaw, TX 76179

and the Architect:
(Name, legal status, address, and other information)

Brown Reynolds Watford Architects, Inc. (BRW)
3535 Travis Street, Suite 250
Dallas, TX 75204

for the following Project:
(Name, location, and detailed description)

Saginaw Central Fire Station

The Construction Manager (if known):
(Name, legal status, address, and other information)

Undetermined

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

BRW understands the project scope is a fire station, fire administration, and Emergency Operations Center (EOC) as allowable within a $11.25 million total construction budget.

BRW understands the Owner has currently adopted the 2018 International Building Code (IBC) and related building codes that will require a storm shelter for the permanent fire station and EOC, as well as minimal building commissioning.

BRW understands the Owner intends to employ a Construction Manager at Risk (CMaR) to construct the project. The CMaR will provide pre-construction cost estimating and scheduling services, in lieu of the Architect. The Architect will prepare one set of Contract Documents, in lieu of "fast-track" construction method with multiple document packages and construction phases.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The building size and associated site development will be as allowable within the $11.25 million construction budget. The site is located at the Northwest corner of McLeroy Boulevard and Amber Drive. The Owner has provided metes and bounds of two existing lots that will be re-platted as a single lot.

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(Paragraphs deleted)
§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Refer to Article 1.1.1

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[**X**] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

(Paragraphs deleted)
§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

None.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Dolph Johnson
Assistant City Manager
City of Saginaw
333 West McLeroy Boulevard
Saginaw, TX 76179
djohnson@saginawtx.org
Phone: 817-230-0325

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Fire Chief Doug Spears

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City of Saginaw
400 S. Saginaw Boulevard
Saginaw, TX 76179
dougspears@saginawfire.us
(817) 230-0412

(Paragraphs deleted)
§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined.

.2 Land Surveyor:

Owner's vendor, anticipated to be Kimley Horn. The Owner intends to engage this vendor to provide any necessary services for boundary survey, ALTA survey(s), platting, utility easement exhibits, and zoning modifications. The Architect's Civil Engineer, Click Engineering, will provide the topographic survey.

.3 Geotechnical Engineer:

Owner' vendor, anticipated to be CMJ Engineering.

.4 Civil Engineer:

Retained by Architect.

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

The Construction Manager will provide Cost Estimating.

The Owner shall self-perform or retain consultants, vendor or suppliers to furnish the following design services or building systems or authorize the Architect to furnish them as Additional Services, when such services are required to complete the project or desired by the Owner.

- Laboratory construction materials testing / inspections (during construction), including any abatement of hazardous materials.
- 2018 International Energy Conservation Code, Section C408 required building commissioning. MEP Systems to be commissioned include:
  - Lighting controls and daylighting controls.
  - Plumbing service hot water systems.
  - HVAC system components, if the IECC 2018 threshold for requiring commissioning is met.
- Site environmental surveys, assessments and remediation.
- Equipment selection, procurement and installation for AV, computer, telephone and UPS systems.
- Design-build vendor systems, including radio, station alerting, access control, video surveillance, and building distributed antenna system (BDAS) systems. (If additional design services are authorized, then Architect will provide additional design services as indicated in additional services Article 4.1.2.1. below).

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- Selection, specification and procurement of furniture, office equipment, fitness equipment, fire station equipment, kitchen appliances, laundry equipment and shelving. (If additional services as listed below are authorized, then Architect will provide a furniture selection package as indicated in additional services Article 4.1.2.1. below)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Gary DeVries, AIA
Principal
Brown Reynolds Watford Architects, Inc.
3535 Travis Street, Suite 250
Dallas, TX 75204

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Click Engineering
325 N. Saint Paul Street, Suite 2850
Dallas, TX 75201
Contact: Jacob Click, PE, Principal

.2 Mechanical Engineer:

M.E.P. Consulting Engineers, Inc.
2928 Story Road West
Irving, TX 75038
Contact: Adam Nemati, P.E., LEED AP, Principal

.3 Electrical Engineer:

M.E.P. Consulting Engineers, Inc.
2928 Story Road West
Irving, TX 75038
Contact: Adam Nemati, P.E., LEED AP, Principal

§ 1.1.12.2 Consultants retained under Additional Services:

Civil Engineer
Click Engineering
325 North St. Paul St., Ste. 2850
Dallas, TX 75201
Contact: Jacob Click, PE, Principal

Landscape Architects
Valley Quest Design
212 Elm Street
Denton, TX 76201
Contact: Andrew Cousins, RLA, Principal

3rd Party Storm Shelter Design Review

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WGI
8144 Walnut Hill Lane, Suite 903
Dallas, TX 75231
Contact: Mike Oler, PE, Structural Market Leader

§ 1.1.13 Other Initial Information on which the Agreement is based:

Scope of Basic Services
Basic Services includes architectural, structural and mechanical/electrical/plumbing services as described below:
• Architectural programming and design.
• EOC design and ICC-500 Storm Shelter design. The EOC is anticipated to consist of a training room with an area or separate room for always running computer stations, MDF, electrical closet, and restroom(s). The training room and associated storage room(s) may or may not be within the storm shelter structure.
• Interior design, including all interior finishes and lighting, along with generic furniture plans to assist with locating electrical and communication outlets.
• Site signage, building signage and interior room signage, including specifications for the dedication plaque, and design for a masonry monument sign if applicable.
• Structural engineering, including structural design criteria, slab-on-grade foundation and structural framing design, and ICC-500 storm shelter design. Cold-formed framing shall be a performance specification.
• Mechanical, electrical, and plumbing engineering, including mechanical HVAC and controls, electrical power, emergency generator, interior and exterior lighting, plumbing domestic water, sanitary, and natural gas. Fire sprinkler and fire alarm system, along with mechanical test and balance requirements shall be performance specifications.
• Anticipated design team submittals and Owner review meetings:
  - 50% Schematic Design
  - 100% Schematic Design
  - 50% Design Development
  - 100% Design Development
  - 50% Construction Documents
  - 95% Construction Documents
  - 100% Construction Documents (no Owner review meeting or CMaR pricing update)
• Other basic services design phase meetings shall include the following, as required:
  - Tour of City of Saginaw's existing fire stations (1 afternoon or morning)
  - Tour of other selected BRW nearby fire stations (1 afternoon or morning)
  - Pre-Development meeting with Owner departments
  - Meeting with Owner Facilities and I.T. departments for coordination of standards
  - Systems coordination meeting with Fire Department and Owner vendors
  - One (1) Public forum or council presentation, prepared and led by BRW. (Additional presentations as may be required will by hourly or negotiated additional services)
  - BRW attendance of other City Council meetings to answer questions, as may be required for the Owner's standard approval processes is included.
• Compliance with applicable codes and ordinances, including a pre-development meeting with Owner departments related to site and building development.
• BRW will provide the Contractor with the Revit model (upon execution of BRW's waiver form) for their use in preparing shop drawing submittals, and BRW's consultants may release their drawings or Revit model upon their similar conditions. BRW will not prepare background drawings for the Contractor.
• TDLR TAS (Texas Accessibility Standards) response to plan review comments. Also, coordination of the site inspection at the completion of construction. TDLR fees paid by BRW shall be a reimbursable expense.
• The design team has included the below average number of site observation visits during construction to become generally familiar with the progress and quality of the work completed.
  - Architect 2 times per month
  - Civil Engineer up to 5 times total
  - Landscape Architect up to 3 times total
  - Structural Engineer up to 6 times total
  - MEP Engineer up to 6 times total (counted per engineer-visit)
• Record digital drawings reflecting contract changes from accepted contingency expenditures or change orders. Excludes as-built record documents to incorporate the Contractor's field changes into the digital documents. Incorporating the Contractor's field changes into the contract documents is an Additional Service.

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Five Million Dollars ($ 5,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00)per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00)in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an

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additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for

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the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to reasonably rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

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§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or

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approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents,(2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect shall consult with Owner on matters relating to aesthetic effect and Owner's decision shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

(Paragraph deleted)

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

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.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Additional Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect – Section 1.1.12.2
§ 4.1.1.10 Landscape design	Architect – Section 1.1.12.2
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	CM At Risk
§ 4.1.1.13 Cost estimating	CM At Risk
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	CM At Risk
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Architect – Sections 1.1.13 and 4.1.2.1
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Owner (Or Architect Optional Service)
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner (or Architect Optional Services)
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

(Paragraphs deleted)

§ 4.1.2 Description of Additional and Optional Services

§ 4.1.2.1 A description of each Additional Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Scope of Additional Services:

The Architect will provide the following Additional Services as required to complete the project.

- Civil engineering, including paving, grading, drainage, water and sanitary sewer plan, dimension control, and erosion control.

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• Planning and Engineering Department civil, landscape and site plan submittals (included in Civil Engineering and Landscaping and Irrigation)

• Topographic Survey: Site boundary and topographic survey, including permanent improvements, existing trees over 6" caliper on and immediately adjacent to the site, spot elevations on a 50-foot grid, contours on one-foot intervals, top of pavement elevations for paving on and immediately adjacent to the site, location of visible site improvements, utilities and appurtenances, and locations and sizes of underground utilities based on available record information, and elevations of inverts at potential nearby sewer connections. Survey shall include portions of adjacent rights of way and locations of utilities on the opposite side of the street where necessary to obtain service, as well as topography 20' onto adjacent properties where the adjacent properties are accessible for topographic survey.

• On-Site Storm Water Detention Pond Design (if required): Design to incorporate best management practices into the grading and storm water drainage design in accordance with Owner-provided design criteria.
  - Exclusion: Design of detention pond for the adjacent developer's site. Refer to Optional Services.

• Landscape and Irrigation Design that meets Owner's zoning landscape ordinance and Owner's design standards. Includes full irrigation design as well as incorporating any standard details that may be adopted and provided by the Owner onto the construction drawings.

• Structural (on carton forms) Slab Design, if required by the geotechnical survey.

• Storm Shelter 3rd party design review, including:
  - Architectural, structural, mechanical, electrical and plumbing construction documents for compliance.
  - Interim review at 50% CD phase.
  - Final Review will be done at the 95% or 100% CD phase.
  - Written report will be produced to show items that are not incorporated into the documents at the end of each review.
  - Letter of compliance at the end of design.

• Technology Infrastructure and Structured Cabling Design
  - Design of structured cabling for voice, data and cable TV systems that will extend throughout the facility, including the Main Distribution Frame (MDF) room and, if necessary, the Intermediate Distribution Frame (IDF) room.
    - Exclusions: This work does not include design and specification of AV equipment or telephone/computer equipment and networking electronics (i.e., racks, switches, routers, wireless access points, hubs, etc.).
  - Low Voltage Infrastructure Design for Access Control, Video Surveillance, Station Alerting, BDAS, and Radio Systems is included in this item as follows:
    - Through a design-build effort with the Owner's vendor, design of empty-conduit infrastructure and power for a door access control system and a video surveillance system with cameras and monitoring equipment. Exclusion: This work does not include "security consulting," which normally includes review of criminal activity in the project vicinity and threat assessment studies, etc.
    - Through a design-build effort with the Owner's vendor, design of empty-conduit infrastructure and power for an alerting system that includes speakers and other system components, and a radio system with a base station and roof antenna. Also design of a rooftop weather-head and mast for mounting the antenna.
  - MDF / IDF Design: If directed by Owner, this item will include MDF / IDF equipment racks and overhead cable tray racks design, for these items to be provided within the construction contract.
    - Design for UPS system, to include equipment loads as identified by the Owner's technology system vendor.
  - Audio / Visual systems Infrastructure design is included in this item as follows:
    - Through a design-build effort with the Owner's vendor, design of empty-conduit infrastructure and power for audio / visual systems. Includes A/V recessed wall and floor box design built into other construction, in coordination with requirements provided by Owner's vendor, for inclusion in the construction contract.

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- Exclusion: Design for equipment racks and ventilation fans for audio-visual equipment.

Optional Design Services:
The following services may be included upon Owner's authorization:

• Detention Pond Design for Adjacent Site: Optional service in addition to On-Site Detention Pond Design above. This item is to provide detention pond design to include storm water detention both for the Fire Station site and for the adjacent assisted care facility site, in a single detention pond. The detention pond could be entirely on the fire station site if there is space for it, or include area on both sites.

- Exclusions: Calculations for run-off and detention pond capacity requirements shall be provided for the adjacent site by the adjacent site developer's civil engineer. Additional survey work that may be required in order to complete this optional service is excluded at this time, since it is not known whether additional survey work will be required and since there are several unknown variables that could affect the scope and cost of survey work that might be required.

• Security Systems Design: Optional service to include the following:

- Access control and camera systems design and specifications, to be provided either within the construction contract documents, or bid to separate vendors.
- Exclusion: Design will be based on the existing to remain Fire Station No. 2 systems. Design for other Owner facilities to retrofit other facilities to work with the new Central Fire Station, and existing facilities assessment for any facilities other than the new Central Fire station, is excluded.

• Audio / Visual Systems Design: Optional service in addition to Audio / Visual Infrastructure design above, to include both the Audio / Visual infrastructure design, and the following:

- Design and specify Audio / Visual monitors, projectors, equipment racks, and equipment, either within the construction contract or for bid to separate vendors.
- Exclusions: Acoustical consulting services, and design for any speakers shared with station alerting, phone or other systems designed by Owner's separate vendors.

• IECC Minimum Commissioning: Optional service, if allowed by local Authorities Having Jurisdiction, for MEP Consulting Engineers to provide basic commissioning services to comply with the requirements of the 2018 International Energy Conservation Code. Exclusion: Third party energy code inspection.

• Furniture Selection Package: Based upon Owner selection of a preferred vendor line, BRW will work with the vendor to schedule a furniture list for the fire administration and EOC spaces, including selection of finishes. Includes one (1) tour date of vendor showroom(s), and two (2) design phase meetings on furnishings, one to select finishes and style of furnishings, and one to review complete furniture selections. BRW will incorporate 1 round of Owner final comments. Furnishings are to be purchased through a pre-negotiated price structure, and BRW and the vendor will provide a complete report of schedule of the furnishings and a budget cost.

- This item excludes artwork, graphic design, equipment specifications, and any cost estimating other than that provided by the preferred vendor. Bidding, if applicable, will be handled by the Owner's bid procurement website or methods. Fire Station furnishings are also excluded since the Owner has indicated a preference for Owner or Fire Department staff to select the fire station furnishings.

Exclusions from Architect's Services:
The below services are not anticipated at this time, however, the Architect could provide them as Additional Services, if required to complete the project or desired by the Owner.

- Off-site engineering.
- Platting.
- Planning and Zoning Submissions and process for re-zoning or SUP / PD.
- Boundary survey and monumentation.
- ALTA Surveys.
- Tree tagging.
- TxDOT coordination / permitting (not anticipated to be required for this site).
- Separate instrument exhibits for utility and other on-site easements.

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- Retention Pond Design. Also excluded is any calculation and design for run-off and detention pond capacity requirements to serve the adjacent site.
- Storm Water Pollution Prevention Plan. (to be provided by Contractor)
- Storm Water Quality Management Plan / Design (including bio-swale and other filtration systems).
- Subsurface utility engineering (SUE).
- Traffic analysis and/or traffic signal design.
- Underfloor and building perimeter drainage systems.
- Retaining wall design over three feet (3') high. (such walls are not anticipated to be needed).
- Leadership in Energy and Environmental Design (LEED) design, registration, and certification.
- Fueling and canopy systems design.
- Fire training facilities.
- Communication tower design.
- Data Center design.
- Acoustical consulting.
- Coordination with a public Art program, including foundation design, electrical power and lighting, etc. as applicable. Also excludes all aspects of the artist selection process and design reviews.
- Food service / commercial kitchen consulting and design services.
- Fountain or water feature design.
- Graphic design.
- Preparation or assistance with multiple or fast track drawing/bid packages.
- Enhanced photo-quality architectural renderings and architectural models, virtual reality, animations, etc. beyond BRW's typical renderings produced in-house.
- Construction site observation visits beyond the number listed herein.
- Public presentations, other than City Council meetings and public presentation specifically authorized as additional services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Supplemental Services Provided by Owner:

• CMaR Selection: The Owner will write the CMaR selection Request for Proposals (RFP) and conduct the CMaR selection process. (BRW will, at Owner's request, participate in the evaluation process as part of basic services in an advisory role which may include attending (1) CMaR proposal evaluation meeting and interviews of short listed proposers on (1) day.)

• Commissioning: Unless authorized as an additional service, Owner will provide commissioning as may be required by the 2018 International Energy Conservation Code.

• Furniture, furnishings, and equipment design: Except where authorized as an additional service, Owner will select and procure furnishings and equipment.

• Geotechnical, Plat, Survey, and adjacent property development coordination: Except where authorized as an additional service, all Services necessary for completion of the project shall be provided by Owner through separate vendors.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two(2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 Two (2) times monthly visits to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One(1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services beyond thirty (30) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive a monthly lump sum Additional Services fee equal to the Architect's construction phase services fee divided by the total number of construction months in the original construction contract.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four(24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

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corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

The Construction Manager at Risk shall furnish the following services or the Owner shall furnish them or the Owner shall authorize the Architect to furnish them as Additional Services, when such services are required to complete the project.

- Pre-construction cost estimates at a minimum of the following phases:
  50 % SD, 100% SD, 50 % DD, 100% DD, and 50% CD phases.
- Energy code site inspections.
- Storm water pollution prevention plan (SWPPP).
- Trench safety design.
- Record Drawings consisting of construction and contract changes on the CMaR's field set drawings and specifications.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated

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to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4.Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to reasonably rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

(Paragraph deleted)

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other

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appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ]

[**X**] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses incurred.

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(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 The Agreement shall be governed by the laws of the State of Texas, and mandatory and exclusive venue for any dispute shall be in state district court in the county in which the Owner's main administrative office is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including such amendments attached hereto, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the above, Architect understands that Owner is a municipality and subject to the requirements of the Texas Public Information Act ("the Act"). Prior to any disclosure of Confidential Information under the Act, Owner shall give Architect prompt written notice of such request, Architect shall have seven (7) days from the date it receives such notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If Confidential Information is disclosed pursuant to a request under the Act, Owner will take reasonable steps to limit any such provision of Confidential Information to the specific information requested. The Parties understand and agree that the failure by Architect to timely respond to the notice provided by Owner may result in the disclosure of the requested information pursuant to the Act.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory

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legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 10.11 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof or of the Contract Documents, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 10.12 The Architect may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent Architect from engaging subcontractors to perform various phases of the Project, but Architect shall be fully responsible to Owner for the work, actions, and omissions of all such subcontractors.

§ 10.13 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 10.14 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants, and conditions as modified and contained in the Contract Documents.

§ 10.15 This Agreement and the Architect are subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A wavier by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 Architect stipulates that Owner is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 10.18 Notwithstanding any other provisions herein, the parties acknowledge that the Architect, as the Owner's representative, works on behalf of the Owner and in the best interests of the Owner on the Project.

§ 10.19 By approving the design documents, the Owner does not waive any claim against the Architect for any design defect reflected in the Contract Documents or the Architect's Instruments of Service. Architect acknowledges that the Owner is not a design professional, is not responsible for any design defects, and relies upon the professional judgment of the Architect as to the design.

§ 10.20 Notwithstanding any other provisions herein, the Architect is required to conduct regular visits to the construction site as defined in article 1.1.13 and article 3.6 to observe the site to evaluate and determine whether the Contractor's work is on track with the Project schedule and calendar and to determine for the Owner's benefit, that the work is proceeding in substantial accordance with the intent and the schedule set out in the Contract Documents. The Architect and/or the Architect's consulting engineer(s) shall visit the site prior to all critical stages, such as concrete pours, steps contributory

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to the integrity of the structures, and covering interior work, such as plumbing, wiring, and mechanical systems. The number of site visits included in basic services shall be as defined in Article 1.1.13. Additional site visits may be provided as requested by Owner at hourly rates or as a negotiated additional service. The Architect shall provide the Owner with written notice whenever the Architect determines that the Contractor is falling behind the Project schedule or that the work is not in conformity with the Contract Documents.

§ 10.21 Where the Work does not conform to the Contract Documents or the Architect's Instruments of Service, the Architect is required to promptly notify the Owner in writing of the Architect's intention to reject the Work unless the Owner excuses the Work in writing within 24 hours of being notified.

§ 10.22 The Architect, rather than the Owner, has the primary responsibility to interpret and evaluate matters relating to the performance of the Contractor in the construction process.

§ 10.23 Notwithstanding any other provisions herein, the Architect shall review the Contractor's applications for payment and shall certify, to the best of the Architect's knowledge, information, and belief, that the amounts claimed to be due are valid and correct. Such certification constitutes a representation by the Architect to the Owner, based on the Architect's observations at the site, that the Work has progressed to the point indicated by the Contractor and that the quality of the work is in substantial accordance with the Contract Documents.

§ 10.24 Notwithstanding any other provisions herein, Owner's City Council is the only representative of Owner, a municipality, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's City Council may designate one or more representatives with authority to sign documents after City Council approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

§ 10.25 It is distinctly agreed that by virtue of this Agreement, that the Architect and the Architect's consultants shall not ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Basic Services Lump Sum Fee **$1,012,500.00**

The above fees are based on an $11.25 million construction contract (GMP) amount. Should the Owner's final approved GMP exceed the $11.25 million amount, the Architect's basic services fee shall be increased by an amount commensurate with the additional scope and budget that was added to the design contract, not to exceed 9.0% of the difference between the original $11.25 million budget and the approved GMP amount. Any separate vendor contracts that may be assigned under the Construction Manager within the GMP will be excluded for the purpose of calculation of these design fees.

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§ 11.2 For the Architect's Additional and Optional Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional Services Fees

• Civil Engineering	$ 41,000.00
• Topographic Survey	$ 4,200.00
• On-Site Storm Water Detention Pond Design	$ 4,500.00
• Landscape and Irrigation Design	$ 16,000.00
• Storm shelter 3rd party design review	$ 11,700.00
• Structural Slab Design	$ 10,000.00
• Technology Infrastructure and Structured Cabling Design	$ 9,500.00
Total Additional Services Fee	**$ 96,900.00**

Optional Additional Services (if authorized by Owner):

• Detention Pond Design for Adjacent Site	$ 6,500.00
• Security System Design	$ 5,000.00
• Audio / Visual Systems Design (in lieu of Infrastructure only above)	$ 4,500.00
• IECC Minimum Commissioning	$ 9,500.00
• Furniture Selection Package	$ 17,500.00
Total Optional Services Fee	**$ 43,000.00**
Total of Additional and Optional Services Fees	**$139,900.00**
Reimbursable Expenses Allowance (per Article 11.8)	**$ 25,000.00**

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As negotiated lump sum fee, or hourly rates per Section 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent(10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:
(Row deleted)

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents	Thirty-Five	percent (	35	%)
Bidding and Negotiation	Five	percent (	5	%)
Construction Administration	Twenty	percent (	20	%)
(Rows deleted)				
Total Basic Compensation	One hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases

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simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)
BRW Architects, Inc.	
Project Principal	$270.00 per hour
Sr. Project Director	$240.00 per hour
Project Director	$230.00 per hour
Sr. Project Manager	$195.00 per hour
Sr. Project Designer / Planner	$195.00 per hour
Project Manager	$175.00 per hour
Interior Designer	$175.00 per hour
Sr. Project Architect	$160.00 per hour
Project Designer	$155.00 per hour
Project Architect	$145.00 per hour
Architect	$130.00 per hour
Sr. Project Coordinator	$120.00 per hour
Project Coordinator	$110.00 per hour
Architect-in-Training II	$100.00 per hour
Architect-in-Training I	$ 85.00 per hour
Administration Staff	$ 75.00 per hour
Click Engineering - Structural / Civil	
Principal	$220.00 per hour
Project Manager	$180.00 per hour
Project Engineer	$150.00 per hour
Staff Engineer	$115.00 per hour
Draftsman	$105.00 per hour
Junior Draftsman	$ 90.00 per hour
Administrative Support	$ 80.00 per hour
M.E.P. Consulting Engineers, Inc. - MEP	
Principal	$250.00 per hour
Project Manager	$185.00 per hour
QA / QC Manager	$175.00 per hour
Lead Engineer	$160.00 per hour
Design Engineer	$135.00 per hour
Technical Support	$100.00 per hour
Valley Quest Design	

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Managing Principal	$160.00 per hour
Principal	$140.00 per hour
Landscape Designer	$ 85.00 per hour
CAD Operator	$ 80.00 per hour
Administrative	$ 50.00 per hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%)of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Not Applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero ($0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty(30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Prevailing rate%

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§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas:

Texas Board of Architectural Examiners (TBAE)
P.O. Box 12337
Austin, Texas 78711
512.305.9000

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2
(Paragraphs deleted)
Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

Not Applicable.

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Not Applicable.

.3 Other documents:
(List other documents, if any, forming part of the Agreement.)

Agreed Amendments to AIA Document A201-2017 – General Conditions of the Contract for Construction.

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This Agreement entered into as of the day and year first written above.



OWNER *(Signature)*	**ARCHITECT** *(Signature)*
City of Saginaw	Gary DeVries, AIA, Principal Brown Reynolds Watford Architects, Inc.
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Additions and Deletions Report for

AIA® Document B133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:39:29 CT on 06/10/2020.

PAGE 1

AGREEMENT made as of the Sixteenth day of June in the year Two Thousand Twenty.

...

City of Saginaw
333 West McLeroy Boulevard
Saginaw, TX 76179

...

Brown Reynolds Watford Architects, Inc. (BRW)
3535 Travis Street, Suite 250
Dallas, TX 75204

...

Saginaw Central Fire Station

...

Undetermined

PAGE 2

BRW understands the project scope is a fire station, fire administration, and Emergency Operations Center (EOC) as allowable within a $11.25 million total construction budget.

BRW understands the Owner has currently adopted the 2018 International Building Code (IBC) and related building codes that will require a storm shelter for the permanent fire station and EOC, as well as minimal building commissioning.

BRW understands the Owner intends to employ a Construction Manager at Risk (CMaR) to construct the project. The CMaR will provide pre-construction cost estimating and scheduling services, in lieu of the Architect. The Architect will prepare one set of Contract Documents, in lieu of "fast-track" construction method with multiple document packages and construction phases.

...

The building size and associated site development will be as allowable within the $11.25 million construction budget. The site is located at the Northwest corner of McLeroy Boulevard and Amber Drive. The Owner has provided metes and bounds of two existing lots that will be re-platted as a single lot.

~~§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:~~

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~~*(Provide total and, if known, a line item breakdown.)*~~

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Refer to Article 1.1.1

PAGE 3

To be determined.

...

To be determined.

...

To be determined.

...

To be determined.

...

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

~~§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:~~
~~*(List number and type of bid/procurement packages.)*~~

~~§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:~~
~~*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*~~

~~§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

None.

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...

Dolph Johnson
Assistant City Manager
City of Saginaw
333 West McLeroy Boulevard
Saginaw, TX 76179

...

Phone: 817-230-0325

...

Fire Chief Doug Spears
City of Saginaw
400 S. Saginaw Boulevard
Saginaw, TX 76179
dougspears@saginawfire.us
(817) 230-0412

~~**§ 1.1.10** The Owner shall retain the following consultants and contractors:~~
~~*(List name, legal status, address, and other contact information.)*~~

~~**.1** Construction Manager:~~
~~*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)*~~

~~**.2** Land Surveyor:~~

~~**.3** Geotechnical Engineer:~~

~~**.4** Civil Engineer:~~

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User Notes: (1883787850)

~~.5 Other consultants and contractors:~~
~~*(List any other consultants and contractors retained by the Owner.)*~~

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined.

.2 Land Surveyor:

Owner's vendor, anticipated to be Kimley Horn. The Owner intends to engage this vendor to provide any necessary services for boundary survey, ALTA survey(s), platting, utility easement exhibits, and zoning modifications. The Architect's Civil Engineer, Click Engineering, will provide the topographic survey.

.3 Geotechnical Engineer:

Owner' vendor, anticipated to be CMJ Engineering.

.4 Civil Engineer:

Retained by Architect.

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

The Construction Manager will provide Cost Estimating.

The Owner shall self-perform or retain consultants, vendor or suppliers to furnish the following design services or building systems or authorize the Architect to furnish them as Additional Services, when such services are required to complete the project or desired by the Owner.

- Laboratory construction materials testing / inspections (during construction), including any abatement of hazardous materials.

- 2018 International Energy Conservation Code, Section C408 required building commissioning. MEP Systems to be commissioned include:
  - o Lighting controls and daylighting controls.
  - o Plumbing service hot water systems.
  - o HVAC system components, if the IECC 2018 threshold for requiring commissioning is met.

- Site environmental surveys, assessments and remediation.

- Equipment selection, procurement and installation for AV, computer, telephone and UPS systems.

- Design-build vendor systems, including radio, station alerting, access control, video surveillance, and building distributed antenna system (BDAS) systems. (If additional design services are authorized, then Architect will provide additional design services as indicated in additional services Article 4.1.2.1. below).

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- Selection, specification and procurement of furniture, office equipment, fitness equipment, fire station equipment, kitchen appliances, laundry equipment and shelving. (If additional services as listed below are authorized, then Architect will provide a furniture selection package as indicated in additional services Article 4.1.2.1. below)

PAGE 5

Gary DeVries, AIA
Principal
Brown Reynolds Watford Architects, Inc.
3535 Travis Street, Suite 250
Dallas, TX 75204

...

Click Engineering
325 N. Saint Paul Street, Suite 2850
Dallas, TX 75201
Contact: Jacob Click, PE, Principal

...

M.E.P. Consulting Engineers, Inc.
2928 Story Road West
Irving, TX 75038
Contact: Adam Nemati, P.E., LEED AP, Principal

...

M.E.P. Consulting Engineers, Inc.
2928 Story Road West
Irving, TX 75038
Contact: Adam Nemati, P.E., LEED AP, Principal

§ 1.1.12.2 Consultants retained under ~~Supplemental Services:~~Additional Services:

Civil Engineer
Click Engineering
325 North St. Paul St., Ste. 2850
Dallas, TX 75201
Contact: Jacob Click, PE, Principal

Landscape Architects
Valley Quest Design
212 Elm Street
Denton, TX 76201
Contact: Andrew Cousins, RLA, Principal

3rd Party Storm Shelter Design Review
WGI
8144 Walnut Hill Lane, Suite 903
Dallas, TX 75231
Contact: Mike Oler, PE, Structural Market Leader

PAGE 6

Scope of Basic Services
Basic Services includes architectural, structural and mechanical/electrical/plumbing services as described below:

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• Architectural programming and design.
• EOC design and ICC-500 Storm Shelter design. The EOC is anticipated to consist of a training room with an area or separate room for always running computer stations, MDF, electrical closet, and restroom(s). The training room and associated storage room(s) may or may not be within the storm shelter structure.
• Interior design, including all interior finishes and lighting, along with generic furniture plans to assist with locating electrical and communication outlets.
• Site signage, building signage and interior room signage, including specifications for the dedication plaque, and design for a masonry monument sign if applicable.
• Structural engineering, including structural design criteria, slab-on-grade foundation and structural framing design, and ICC-500 storm shelter design. Cold-formed framing shall be a performance specification.
• Mechanical, electrical, and plumbing engineering, including mechanical HVAC and controls, electrical power, emergency generator, interior and exterior lighting, plumbing domestic water, sanitary, and natural gas. Fire sprinkler and fire alarm system, along with mechanical test and balance requirements shall be performance specifications.
• Anticipated design team submittals and Owner review meetings:
    - 50% Schematic Design
    - 100% Schematic Design
    - 50% Design Development
    - 100% Design Development
    - 50% Construction Documents
    - 95% Construction Documents
    - 100% Construction Documents (no Owner review meeting or CMaR pricing update)
• Other basic services design phase meetings shall include the following, as required:
    - Tour of City of Saginaw's existing fire stations (1 afternoon or morning)
    - Tour of other selected BRW nearby fire stations (1 afternoon or morning)
    - Pre-Development meeting with Owner departments
    - Meeting with Owner Facilities and I.T. departments for coordination of standards
    - Systems coordination meeting with Fire Department and Owner vendors
    - One (1) Public forum or council presentation, prepared and led by BRW. (Additional presentations as may be required will by hourly or negotiated additional services)
    - BRW attendance of other City Council meetings to answer questions, as may be required for the Owner's standard approval processes is included.
• Compliance with applicable codes and ordinances, including a pre-development meeting with Owner departments related to site and building development.
• BRW will provide the Contractor with the Revit model (upon execution of BRW's waiver form) for their use in preparing shop drawing submittals, and BRW's consultants may release their drawings or Revit model upon their similar conditions. BRW will not prepare background drawings for the Contractor.
• TDLR TAS (Texas Accessibility Standards) response to plan review comments. Also, coordination of the site inspection at the completion of construction. TDLR fees paid by BRW shall be a reimbursable expense.
• The design team has included the below average number of site observation visits during construction to become generally familiar with the progress and quality of the work completed.
    - Architect 2 times per month
    - Civil Engineer up to 5 times total
    - Landscape Architect up to 3 times total
    - Structural Engineer up to 6 times total
    - MEP Engineer up to 6 times total (counted per engineer-visit)
• Record digital drawings reflecting contract changes from accepted contingency expenditures or change orders. Excludes as-built record documents to incorporate the Contractor's field changes into the digital documents. Incorporating the Contractor's field changes into the contract documents is an Additional Service.

PAGE 7

~~**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set~~

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~~forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Five Million Dollars ($ 5,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~($) per~~ One Million Dollars ($ 1,000,000.00)per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and ~~($) in~~ Two Million Dollars ($ 2,000,000.00)in the aggregate.

PAGE 8

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

PAGE 9

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to reasonably rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

PAGE 11

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract ~~Documents, (2)~~ Documents,(2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

...

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The ~~Architect's decisions~~ Architect shall consult with Owner on matters relating to aesthetic effect and Owner's decision shall be final if consistent with the intent expressed in the Contract Documents.

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...

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.~~

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

PAGE 12

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

PAGE 13

§ 3.6.6.2 The Architect's inspections Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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~~Supplemental~~ Additional Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect – Section 1.1.12.2
§ 4.1.1.10 Landscape design	Architect – Section 1.1.12.2
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	CM At Risk
§ 4.1.1.13 Cost estimating	CM At Risk
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	CM At Risk
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Architect – Sections 1.1.13 and 4.1.2.1
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Owner (Or Architect Optional Service)
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner (or Architect Optional Services)
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

~~**§ 4.1.2 Description of Supplemental Services**~~

~~**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.~~

~~*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*~~

§ 4.1.2 Description of Additional and Optional Services

§ 4.1.2.1 A description of each Additional Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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Scope of Additional Services:

The Architect will provide the following Additional Services as required to complete the project.

- Civil engineering, including paving, grading, drainage, water and sanitary sewer plan, dimension control, and erosion control.

- Planning and Engineering Department civil, landscape and site plan submittals (included in Civil Engineering and Landscaping and Irrigation)

- Topographic Survey: Site boundary and topographic survey, including permanent improvements, existing trees over 6" caliper on and immediately adjacent to the site, spot elevations on a 50-foot grid, contours on one-foot intervals, top of pavement elevations for paving on and immediately adjacent to the site, location of visible site improvements, utilities and appurtenances, and locations and sizes of underground utilities based on available record information, and elevations of inverts at potential nearby sewer connections. Survey shall include portions of adjacent rights of way and locations of utilities on the opposite side of the street where necessary to obtain service, as well as topography 20' onto adjacent properties where the adjacent properties are accessible for topographic survey.

- On-Site Storm Water Detention Pond Design (if required): Design to incorporate best management practices into the grading and storm water drainage design in accordance with Owner-provided design criteria.
  - Exclusion: Design of detention pond for the adjacent developer's site. Refer to Optional Services.

- Landscape and Irrigation Design that meets Owner's zoning landscape ordinance and Owner's design standards. Includes full irrigation design as well as incorporating any standard details that may be adopted and provided by the Owner onto the construction drawings.

- Structural (on carton forms) Slab Design, if required by the geotechnical survey.

- Storm Shelter 3rd party design review, including:
  - Architectural, structural, mechanical, electrical and plumbing construction documents for compliance.
  - Interim review at 50% CD phase.
  - Final Review will be done at the 95% or 100% CD phase.
  - Written report will be produced to show items that are not incorporated into the documents at the end of each review.
  - Letter of compliance at the end of design.

- Technology Infrastructure and Structured Cabling Design
  - Design of structured cabling for voice, data and cable TV systems that will extend throughout the facility, including the Main Distribution Frame (MDF) room and, if necessary, the Intermediate Distribution Frame (IDF) room.
    - Exclusions: This work does not include design and specification of AV equipment or telephone/computer equipment and networking electronics (i.e., racks, switches, routers, wireless access points, hubs, etc.).
  - Low Voltage Infrastructure Design for Access Control, Video Surveillance, Station Alerting, BDAS, and Radio Systems is included in this item as follows:
    - Through a design-build effort with the Owner's vendor, design of empty-conduit infrastructure and power for a door access control system and a video surveillance system with cameras and monitoring equipment. Exclusion: This work does not include "security consulting," which normally includes review of criminal activity in the project vicinity and threat assessment studies, etc.
    - Through a design-build effort with the Owner's vendor, design of empty-conduit infrastructure and power for an alerting system that includes speakers and other system components, and a radio system with a base station and roof antenna. Also design of a rooftop weather-head and mast for mounting the antenna.
  - MDF / IDF Design: If directed by Owner, this item will include MDF / IDF equipment racks and overhead cable tray racks design, for these items to be provided within the construction contract.

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- Design for UPS system, to include equipment loads as identified by the Owner's technology system vendor.

- Audio / Visual systems Infrastructure design is included in this item as follows:
  - Through a design-build effort with the Owner's vendor, design of empty-conduit infrastructure and power for audio / visual systems. Includes A/V recessed wall and floor box design built into other construction, in coordination with requirements provided by Owner's vendor, for inclusion in the construction contract.
  - Exclusion: Design for equipment racks and ventilation fans for audio-visual equipment.

Optional Design Services:

The following services may be included upon Owner's authorization:

• Detention Pond Design for Adjacent Site: Optional service in addition to On-Site Detention Pond Design above. This item is to provide detention pond design to include storm water detention both for the Fire Station site and for the adjacent assisted care facility site, in a single detention pond. The detention pond could be entirely on the fire station site if there is space for it, or include area on both sites.

- Exclusions: Calculations for run-off and detention pond capacity requirements shall be provided for the adjacent site by the adjacent site developer's civil engineer. Additional survey work that may be required in order to complete this optional service is excluded at this time, since it is not known whether additional survey work will be required and since there are several unknown variables that could affect the scope and cost of survey work that might be required.

• Security Systems Design: Optional service to include the following:

- Access control and camera systems design and specifications, to be provided either within the construction contract documents, or bid to separate vendors.
- Exclusion: Design will be based on the existing to remain Fire Station No. 2 systems. Design for other Owner facilities to retrofit other facilities to work with the new Central Fire Station, and existing facilities assessment for any facilities other than the new Central Fire station, is excluded.

• Audio / Visual Systems Design: Optional service in addition to Audio / Visual Infrastructure design above, to include both the Audio / Visual infrastructure design, and the following:

- Design and specify Audio / Visual monitors, projectors, equipment racks, and equipment, either within the construction contract or for bid to separate vendors.
- Exclusions: Acoustical consulting services, and design for any speakers shared with station alerting, phone or other systems designed by Owner's separate vendors.

• IECC Minimum Commissioning: Optional service, if allowed by local Authorities Having Jurisdiction, for MEP Consulting Engineers to provide basic commissioning services to comply with the requirements of the 2018 International Energy Conservation Code. Exclusion: Third party energy code inspection.

• Furniture Selection Package: Based upon Owner selection of a preferred vendor line, BRW will work with the vendor to schedule a furniture list for the fire administration and EOC spaces, including selection of finishes. Includes one (1) tour date of vendor showroom(s), and two (2) design phase meetings on furnishings, one to select finishes and style of furnishings, and one to review complete furniture selections. BRW will incorporate 1 round of Owner final comments. Furnishings are to be purchased through a pre-negotiated price structure, and BRW and the vendor will provide a complete report of schedule of the furnishings and a budget cost.

- This item excludes artwork, graphic design, equipment specifications, and any cost estimating other than that provided by the preferred vendor. Bidding, if applicable, will be handled by the Owner's bid procurement website or methods. Fire Station furnishings are also excluded since the Owner has indicated a preference for Owner or Fire Department staff to select the fire station furnishings.

Exclusions from Architect's Services:

The below services are not anticipated at this time, however, the Architect could provide them as Additional Services, if required to complete the project or desired by the Owner.

- Off-site engineering.
- Platting.

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- Planning and Zoning Submissions and process for re-zoning or SUP / PD.
- Boundary survey and monumentation.
- ALTA Surveys.
- Tree tagging.
- TxDOT coordination / permitting (not anticipated to be required for this site).
- Separate instrument exhibits for utility and other on-site easements.
- Retention Pond Design. Also excluded is any calculation and design for run-off and detention pond capacity requirements to serve the adjacent site.
- Storm Water Pollution Prevention Plan. (to be provided by Contractor)
- Storm Water Quality Management Plan / Design (including bio-swale and other filtration systems).
- Subsurface utility engineering (SUE).
- Traffic analysis and/or traffic signal design.
- Underfloor and building perimeter drainage systems.
- Retaining wall design over three feet (3') high. (such walls are not anticipated to be needed).
- Leadership in Energy and Environmental Design (LEED) design, registration, and certification.
- Fueling and canopy systems design.
- Fire training facilities.
- Communication tower design.
- Data Center design.
- Acoustical consulting.
- Coordination with a public Art program, including foundation design, electrical power and lighting, etc. as applicable. Also excludes all aspects of the artist selection process and design reviews.
- Food service / commercial kitchen consulting and design services.
- Fountain or water feature design.
- Graphic design.
- Preparation or assistance with multiple or fast track drawing/bid packages.
- Enhanced photo-quality architectural renderings and architectural models, virtual reality, animations, etc. beyond BRW's typical renderings produced in-house.
- Construction site observation visits beyond the number listed herein.
- Public presentations, other than City Council meetings and public presentation specifically authorized as additional services.

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Supplemental Services Provided by Owner:

• CMaR Selection: The Owner will write the CMaR selection Request for Proposals (RFP) and conduct the CMaR selection process. (BRW will, at Owner's request, participate in the evaluation process as part of basic services in an advisory role which may include attending (1) CMaR proposal evaluation meeting and interviews of short listed proposers on (1) day.)

• Commissioning: Unless authorized as an additional service, Owner will provide commissioning as may be required by the 2018 International Energy Conservation Code.

• Furniture, furnishings, and equipment design: Except where authorized as an additional service, Owner will select and procure furnishings and equipment.

• Geotechnical, Plat, Survey, and adjacent property development coordination: Except where authorized as an additional service, all Services necessary for completion of the project shall be provided by Owner through separate vendors.

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.1 ~~(—)~~ Two(2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 ~~(—)~~ Two (2) times monthly visits to the site by the Architect during construction

.3 ~~(—)~~ One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~(—)~~ One(1) inspections for any portion of the Work to determine final completion

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services ~~provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~beyond thirty (30) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive a monthly lump sum Additional Services fee equal to the Architect's construction phase services fee divided by the total number of construction months in the original construction contract.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(~~—Twenty-four(24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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The Construction Manager at Risk shall furnish the following services or the Owner shall furnish them or the Owner shall authorize the Architect to furnish them as Additional Services, when such services are required to complete the project.

- Pre-construction cost estimates at a minimum of the following phases:
  50 % SD, 100% SD, 50 % DD, 100% DD, and 50% CD phases.
- Energy code site inspections.
- Storm water pollution prevention plan (SWPPP).
- Trench safety design.
- Record Drawings consisting of construction and contract changes on the CMaR's field set drawings and specifications.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and ~~6.4. Evaluations~~ 6.4.Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to reasonably rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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~~**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. ~~The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.~~

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[ ] ~~Arbitration pursuant to Section 8.3 of this Agreement~~

[X] Litigation in a court of competent jurisdiction

...

~~**§ 8.3 Arbitration**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~

~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.~~

...

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~and Reimbursable Expenses incurred.

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~~**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

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§ 10.1 ~~This~~ The Agreement shall be governed by the ~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~laws of the State of Texas, and mandatory and exclusive venue for any dispute shall be in state district court in the county in which the Owner's main administrative office is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including such amendments attached hereto, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

...

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the above, Architect understands that Owner is a municipality and subject to the requirements of the Texas Public Information Act ("the Act"). Prior to any disclosure of Confidential Information under the Act, Owner shall give Architect prompt written notice of such request, Architect shall have seven (7) days from the date it receives such notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If Confidential Information is disclosed pursuant to a request under the Act, Owner will take reasonable steps to limit any such provision of Confidential Information to the specific information requested. The Parties understand and agree that the failure by Architect to timely respond to the notice provided by Owner may result in the disclosure of the requested information pursuant to the Act.

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§ 10.10 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 10.11 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof or of the Contract Documents, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 10.12 The Architect may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent Architect from engaging subcontractors to perform various phases of the Project, but Architect shall be fully responsible to Owner for the work, actions, and omissions of all such subcontractors.

§ 10.13 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

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§ 10.14 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants, and conditions as modified and contained in the Contract Documents.

§ 10.15 This Agreement and the Architect are subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A wavier by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 Architect stipulates that Owner is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 10.18 Notwithstanding any other provisions herein, the parties acknowledge that the Architect, as the Owner's representative, works on behalf of the Owner and in the best interests of the Owner on the Project.

§ 10.19 By approving the design documents, the Owner does not waive any claim against the Architect for any design defect reflected in the Contract Documents or the Architect's Instruments of Service. Architect acknowledges that the Owner is not a design professional, is not responsible for any design defects, and relies upon the professional judgment of the Architect as to the design.

§ 10.20 Notwithstanding any other provisions herein, the Architect is required to conduct regular visits to the construction site as defined in article 1.1.13 and article 3.6 to observe the site to evaluate and determine whether the Contractor's work is on track with the Project schedule and calendar and to determine for the Owner's benefit, that the work is proceeding in substantial accordance with the intent and the schedule set out in the Contract Documents. The Architect and/or the Architect's consulting engineer(s) shall visit the site prior to all critical stages, such as concrete pours, steps contributory to the integrity of the structures, and covering interior work, such as plumbing, wiring, and mechanical systems. The number of site visits included in basic services shall be as defined in Article 1.1.13. Additional site visits may be provided as requested by Owner at hourly rates or as a negotiated additional service. The Architect shall provide the Owner with written notice whenever the Architect determines that the Contractor is falling behind the Project schedule or that the work is not in conformity with the Contract Documents.

§ 10.21 Where the Work does not conform to the Contract Documents or the Architect's Instruments of Service, the Architect is required to promptly notify the Owner in writing of the Architect's intention to reject the Work unless the Owner excuses the Work in writing within 24 hours of being notified.

§ 10.22 The Architect, rather than the Owner, has the primary responsibility to interpret and evaluate matters relating to the performance of the Contractor in the construction process.

§ 10.23 Notwithstanding any other provisions herein, the Architect shall review the Contractor's applications for payment and shall certify, to the best of the Architect's knowledge, information, and belief, that the amounts claimed to be due are valid and correct. Such certification constitutes a representation by the Architect to the Owner, based on the Architect's observations at the site, that the Work has progressed to the point indicated by the Contractor and that the quality of the work is in substantial accordance with the Contract Documents.

§ 10.24 Notwithstanding any other provisions herein, Owner's City Council is the only representative of Owner, a municipality, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's City Council may designate one or more representatives with authority to sign documents after City Council approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

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§ 10.25 It is distinctly agreed that by virtue of this Agreement, that the Architect and the Architect's consultants shall not ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

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Basic Services Lump Sum Fee	**$1,012,500.00**

The above fees are based on an $11.25 million construction contract (GMP) amount. Should the Owner's final approved GMP exceed the $11.25 million amount, the Architect's basic services fee shall be increased by an amount commensurate with the additional scope and budget that was added to the design contract, not to exceed 9.0% of the difference between the original $11.25 million budget and the approved GMP amount. Any separate vendor contracts that may be assigned under the Construction Manager within the GMP will be excluded for the purpose of calculation of these design fees.

§ 11.2 For the Architect's ~~Supplemental~~ Additional and Optional Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional Services Fees

• Civil Engineering	$ 41,000.00
• Topographic Survey	$ 4,200.00
• On-Site Storm Water Detention Pond Design	$ 4,500.00
• Landscape and Irrigation Design	$ 16,000.00
• Storm shelter 3rd party design review	$ 11,700.00
• Structural Slab Design	$ 10,000.00
• Technology Infrastructure and Structured Cabling Design	$ 9,500.00
Total Additional Services Fee	**$ 96,900.00**

Optional Additional Services (if authorized by Owner):

• Detention Pond Design for Adjacent Site	$ 6,500.00
• Security System Design	$ 5,000.00
• Audio / Visual Systems Design (in lieu of Infrastructure only above)	$ 4,500.00
• IECC Minimum Commissioning	$ 9,500.00
• Furniture Selection Package	$ 17,500.00
Total Optional Services Fee	**$ 43,000.00**
Total of Additional and Optional Services Fees	**$139,900.00**
Reimbursable Expenses Allowance (per Article 11.8)	**$ 25,000.00**

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As negotiated lump sum fee, or hourly rates per Section 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (%),~~ Ten percent(10%), or as follows:

...

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~~Schematic Design Phase~~		~~percent (~~		~~%)~~
Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents	Thirty-Five	percent (	35	%)
Bidding and Negotiation	Five	percent (	5	%)
Construction Administration	Twenty	percent (	20	%)
~~Construction Documents Phase~~		~~percent (~~		~~%)~~
~~Construction Phase~~		~~percent (~~		~~%)~~
Total Basic Compensation	~~one~~ One hundred	percent (	100	%)

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BRW Architects, Inc.

Project Principal	$270.00 per hour
Sr. Project Director	$240.00 per hour
Project Director	$230.00 per hour
Sr. Project Manager	$195.00 per hour
Sr. Project Designer / Planner	$195.00 per hour
Project Manager	$175.00 per hour
Interior Designer	$175.00 per hour
Sr. Project Architect	$160.00 per hour
Project Designer	$155.00 per hour
Project Architect	$145.00 per hour
Architect	$130.00 per hour
Sr. Project Coordinator	$120.00 per hour
Project Coordinator	$110.00 per hour
Architect-in-Training II	$100.00 per hour
Architect-in-Training I	$ 85.00 per hour
Administration Staff	$ 75.00 per hour

Click Engineering - Structural / Civil

Principal	$220.00 per hour
Project Manager	$180.00 per hour
Project Engineer	$150.00 per hour
Staff Engineer	$115.00 per hour
Draftsman	$105.00 per hour
Junior Draftsman	$ 90.00 per hour
Administrative Support	$ 80.00 per hour

M.E.P. Consulting Engineers, Inc. - MEP

Principal	$250.00 per hour
Project Manager	$185.00 per hour
QA / QC Manager	$175.00 per hour
Lead Engineer	$160.00 per hour
Design Engineer	$135.00 per hour
Technical Support	$100.00 per hour

Valley Quest Design

Managing Principal	$160.00 per hour
Principal	$140.00 per hour
Landscape Designer	$ 85.00 per hour
CAD Operator	$ 80.00 per hour
Administrative	$ 50.00 per hour

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (%) of~~ zero percent (0%)of the expenses incurred.

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User Notes: (1883787850)

...

Not Applicable.

...

§ 11.10.1.1 An initial payment of ~~($)~~ zero($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~($)~~ zero ($0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~( )~~ thirty(30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%)~~ Prevailing rate%

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas:

Texas Board of Architectural Examiners (TBAE)
P.O. Box 12337
Austin, Texas 78711
512.305.9000

...

~~.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:~~
~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~

~~.3~~ Exhibits:

...

Not Applicable.

...

Not Applicable.

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~~.4~~ .3 Other documents:

...

Agreed Amendments to AIA Document A201-2017 – General Conditions of the Contract for Construction.

PAGE 31

~~**OWNER** *(Signature)*~~**OWNER***(Signature)*	**ARCHITECT** *(Signature)*
City of Saginaw	Gary DeVries, AIA, Principal Brown Reynolds Watford Architects, Inc.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gary DeVries, AIA, Principal, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:39:29 CT on 06/10/2020 under Order No. 0008538504 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report



(Signed)

Principal

(Title)

June 10, 2020

(Dated)

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City of Saginaw, Texas
Amendments to AIA Document
A201-2017 Edition
(General Conditions of the Contract for Construction)

Owner: City of Saginaw, Texas

Project: Central Fire Station

These Amendments to the standard form AIA Document A201-2017 are incorporated into the Agreement between Brown Reynolds Watford Architects ("Architect") and the CITY OF SAGINAW, TEXAS ("City" or "Owner"), dated June 16, 2020. The following amendments modify the "General Conditions of the Contract for Construction," AIA Document A201-2017 applicable to the Project.

§1.1.2 The Contract Add the following after the second sentence:

> "As a material consideration for the making of the Contract Documents, modification to this Contract shall not be construed against the maker of said modifications."

§1.2 Correlation and Intent of the Contract Documents Add new Sections 1.2.4 and 1.2.5 to read as follows:

> **"§1.2.4** In case of discrepancy between two or more drawings (Architectural, Structural, Mechanical, etc.) or drawings and specifications, the Architect shall be the sole judge as to which takes precedence, but in any case it shall be assumed that bids are based on the most expensive procedure shown."

§1.2.5 Dimensions found in error should be submitted to the Architect for resolution before proceeding with the Work.

§1.5.2 Add the following at the end of the Section 1.5.2:

> "Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work."

§1.9 Add the following new section:

> **"§1.9 Property of Political Subdivision** It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such

property being public property belonging to a political subdivision of the State of Texas."

§2.1.1 Delete the remainder of §2.1.1 after the first sentence, and replace it with the following:

"The Owner shall designate a representative with respect to the Project. Such representative shall not have authority to make final decisions on behalf of the Owner concerning Change Orders, changing the Guaranteed Maximum Price, extending the date of Substantial or Final Completion, or other items requiring City Council approval; however, the Owner or such authorized representative, shall render decisions in a timely manner in order to avoid unreasonable delay in the service or Work of the Contractor."

§2.1.2 Delete this section in its entirety.

§2.2 Evidence of the Owner's Financial Arrangements Delete this section in its entirety.

§2.3.4 Delete this section and replace it with the following:

"**§2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site. Owner does not guarantee the accuracy of the survey as describing the site of the Project and Contractor should determine the sufficiency of same before beginning the work. The Owner does not guarantee the utility lines to be in the exact locations as shown on plans and surveys. Contractor shall verify with the utilities the location of utility lines. Any water, gas or sewer line, telephone, telegraph or electric wire, or cable broken or cut which had been previously identified and known by the Contractor or any of his workmen or subcontractors, shall be replaced by the Contractor at his own expense, or by the responsible subcontractor at its own expense, and will not be paid for by the Owner. Repairs shall be made immediately and no other work shall be done until breaks or damages have been repaired and service restored. Any delay caused by the cut or break of a previously identified line shall be solely attributed to the Contractor."

§2.3.5 Add the following language at the end of the section:

"Absent such written request, any Claim based upon lack of such information or service shall be waived."

§3.1.4 Add a new section to read as follows:

"**§3.1.4** The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations

under the Contract Documents;

.2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 that the execution of the Contract and its performance thereof are within its duly authorized powers."

§3.3.4 Add a new section to read as follows:

"**§3.3.4** The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and sub-contractors."

§3.4 Labor and Materials Add new Sections 3.4.4 and 3.4.5 to read as follows:

"**§3.4.4** Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Among other things, this Article provides that it shall be mandatory upon the Contractor and upon any subcontractor under him to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the Contract. No claims for additional compensation shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein.

§3.4.5 The Owner reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors."

§3.5 Warranty Add new Sections 3.5.3 and 3.5.4 to read as follows:

"**§3.5.3** Except where otherwise stipulated in the Contract Documents, the Contractor shall, as per its Contract, warranty all materials and workmanship furnished under this Contract for a period of one (1) year after the date of Substantial Completion and shall repair and make good, without expense to the Owner, any and all defects in his work which may develop within that time.

§3.5.4 All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms at the time of Substantial Completion."

§3.6 Taxes Add a new section to read as follows:

"**§3.6.1** This Project is eligible for exemption from the State Sales Tax on materials incorporated in the Project, provided that Contractor fulfills the requirements of State Tax Laws. For the purpose of establishing exemption, it is understood and agreed that Contractor will be required to segregate materials and labor costs at the time a Contract is awarded, and will accept an exemption certificate from the Owner. The Contractor shall pay any taxes otherwise assessed because of the Contractor's failure to comply with the requirements of State Law to qualify for that tax exemption."

§3.12.10.1 In the second sentence add the word "reasonably" before the word "rely".

§3.12.11 Add a new section to read as follows:

"**§3.12.11** The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional submittals."

§3.16 Access to Work Add the following to the end of Section 3.16:

"The Contractor shall ensure that the Work, at all times, is performed in a manner that affords the Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. The Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy. The presence of the Owner, the Architect or their representatives does not constitute acceptance or approval of the Work."

§3.17 Royalties, Patents and Copyrights Delete the last sentence and replace it with the following:

"However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or patent, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect."

§4.2.2.1 Add a new section to read as follows:

"**§4.2.2.1** The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work."

§4.2.13 Delete existing section and replace it with the following:

"**§4.2.13** The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. The Architect shall be the sole interpreter of the design intent with respect to such matters, but the Architect's authority with respect thereto shall not contravene any other rights of the Owner ascribed to the Owner by other provisions of the Contract."

§§5.3.1 and **5.3.2** Add the following new Sections 5.3.1 and 5.3.2:

"**§5.3.1** Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

§5.3.2 In the event of any termination of the Contract in accordance with Article 14, Owner shall not be liable to any subcontractor. Contractor shall be responsible for any claim of a subcontractor for Work executed under the Contract."

§5.4.4 Add a new Section 5.4.4 as follows:

"**§5.4.4** Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable. Owner shall only be responsible for compensating subcontractors for Work performed or material furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance."

§7.4 Minor Changes in the Work In both the third and fourth sentences, add the words "and the Owner" after the word "Architect".

§9.5.5 Add a new Section 9.5.5 to read as follows:

"**§9.5.5** Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Owner may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damage. The Owner shall not be deemed in default by reason of withholding such payment."

§9.6.7 Delete this section in its entirety and replace with the following language:

"**§9.6.7** Payments received by the Contractor for Work properly performed by Subcontractors or materials properly provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed the Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner."

§9.6.8 Delete the phrase "Provided the Owner has fulfilled its payment obligations under the Contract Documents," from the beginning of this section.

§9.7.1 Add a new Section 9.7.1 to read as follows:

"**§9.7.1** If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to the Owner, or the Owner incurs any costs and expense to cure any default of the Contractor or to correct defective Work, pursuant to the Contract, the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to the Contractor from the Owner, or

.2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled."

§9.8.3.1 Add a new Section 9.8.3.1 to read as follows:

"**§9.8.3.1** The Architect will perform no more than one (1) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections."

§9.8.5.1 Add a new Section 9.8.5.1 to read as follows:

"**§9.8.5.1** The application for payment to release retainage will not be approved by the Architect until the completed and corrected closeout documents are provided to the Architect by the Contractor. Closeout documents shall be delivered to the Architect under conditions and times set forth in the contract documents and specifications."

§9.8.6 Add a new Section 9.8.6 to read as follows:

"**§9.8.6** Notwithstanding any provision contained within this Article, if the work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Owner may withhold any further payment to Contractor

to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved."

§9.10.1.1 Add a new Section 9.10.1.1 to read as follows:

"**§9.10.1.1** The Architect will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections."

§9.10.4 Delete this section in its entirety and replace it with the following language:

"**§9.10.4** The making of final payment shall not constitute a wavier of any Claims by the Owner."

§9.11 Add a new Section 9.11 to read as follows:

"**§9.11** The time of completion is the essence of this Contract. Should the Contractor fail to reach Substantial Completion of the Project within the time required by the Contract Documents, plus any additional time allowed by the Owner, Contractor shall pay, or there shall be deducted from any amounts due and owing to Contractor, liquidated damages for each day that any Work shall remain uncompleted after the time for Substantial Completion of the Project, plus any additional time allowed by the Owner. The liquidated damages sum shall be $ 500 per day. The liquidated damage sum for such delay, failure or non-completion is fixed and agreed upon between Owner and Contractor as the most reasonable estimate of Owner's actual damages because of the impracticability and extreme difficulty of fixing and ascertaining the Owner's true actual damages."

§11.1 Contractor's Insurance and Bonds Add new Sections 11.1.5, 11.1.6 and 11.1.7 to read as follows:

"**§11.1.5** By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor for administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.1.6 The Contractors' failure to comply with any of these provision is a breach of contract by the Contractor which entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

§11.1.7 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, or volunteers."

§11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance Delete this section in its entirety and replace with the following:

"**§11.4 Contractor's Bonds**

§11.4.1 With the execution and delivery of the Contract, the Contractor shall furnish and file with the Owner, the surety bonds specified in this Section. Without exception, the Owner's bond forms must be used, and exclusive venue for any lawsuit in connection with the bonds shall be Tarrant County. The surety bonds shall be in accordance with the provisions of Chapter 2253, Government Code, Vernon's Texas Codes Annotated. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract Sum with or without notice to the surety, but in no event shall a change which reduces the Contract Sum reduce the penal amount of such bonds.

§11.4.2 The Contractor shall provide a good and sufficient performance bond in an amount not less than one hundred (100) percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Contract Documents, including any extensions, for the protection of the Owner. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the Owner or such lesser or greater period as may be designated in the Contract Documents.

§11.4.3 The Contractor shall provide a good and sufficient payment bond in an amount not less than one hundred (100) percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and proper protection of all claimants supplying labor and material in the execution of the Work provided for in this Contract and for the use of each claimant.

§11.4.4 No sureties shall be accepted by the Owner who are now in default or delinquent on any bonds or who are interested in any litigation against the Owner. All bonds shall be made on forms furnished by the Owner, and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Owner. Each bond shall be executed by the Contractor and surety. Each surety shall designate an agent resident in the Owner's jurisdictional area acceptable to the Owner to

whom any requisite notices may be delivered and on whom service of process may be obtained in matters arising out of the suretyship.

§11.4.5 If at any time the Owner determines that the Contractor's surety has experienced financial losses such that the Owner's ability to enforce the bond obligations is substantially at risk, the Contractor shall within thirty (30) days after notice from the Owner to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor without recourse to the Owner. No further progress payments under the contract shall be deemed due or payable until the substitute or additional bonds shall have been furnished and accepted by the Owner; however, in such event, final payment shall be due and payable as provided in this Contract whether or not such additional bonds are obtained, to the extent that the project is complete and the Owner is not exposed to liability for payment bond claims."

§12.2.2 Add a new Section 12.2.2.4 to read as follows:

"**§12.2.2.4** Upon request by the Owner or prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance."

§13.5 Interest Delete this section in its entirety and replace with the following:

"**§13.5 Interest** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is overdue, at the rate provided by Section 2251.025, Texas Government Code."

§13.6 Add a new Section 13.6 to read as follows:

"**§13.6 Equal Opportunity**

§13.6.1 The Contractor shall maintain policies of employment as follows:

§13.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies.

§13.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin."

§13.7 Add a new Section 13.7 to read as follows:

"**§13.7 Immunities** Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law."

§14.1.3 Delete the phrase "as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination" at the end of Section 14.1.3, and replace it with the phrase "through the date of termination.".

§14.2.1 Add the following subsections to Section §14.2.1:

"**.5** fails to furnish the Owner, upon request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.6 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the law prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

.7 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents."

§14.3.2 Delete "shall' and replace it with "may" after the words "Contract Time".

§14.4.1 Delete this section in its entirety and replace with the following:

"**14.4.1** The Owner may, at any time, terminate the Contract, or any part or portion thereof, for the Owner's convenience and without cause."

§14.4.3 Delete this section in its entirety and replace with the following:

"**§14.4.3** In the case of such termination for the Owner's convenience, the Contractor shall only be entitled to receive payment for work properly executed through the date of termination."

§14.4.4 Add a new Section 14.4.4 to read as follows:

"**§14.4.4** Owner shall be entitled to delete or terminate any portion of the Contract bid as an alternate component, at any time at the Owner's convenience and without cause. In the event of such termination, the Contractor shall only be entitled to receive payment for Work executed on the alternate component, if any, through the date of termination."

§5.1.2 Time Limits on Claims Delete this section in its entirety.

§15.1.6 Claims for Additional Time Add new Sections 15.1.6.3, 15.1.6.4, and 15.1.6.5 to read as follows:

"**§15.1.6.3** Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§15.1.6.4 Extension of time for completion of the work on account of weather or other circumstances beyond the Contractor's control will be subject to submission of verifiable data. Request for extension of time shall be submitted in writing with each Request for Payment. If the Contractor fails to submit a timely request, time extension will not be approved for the pay period.

§15.1.6.5 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of the Contractor or the Contractor's Subcontractors or under the Contractor's control. Claims for extension of time may only be considered because of rain delays, or hindrances or delays which are the fault of the Owner and/or under the Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. City Council approval shall be required for any extension of time. No damages shall be paid for delays. The Contractor shall only be entitled to time extensions per the terms of the Contract Documents."

§15.3.3 Delete this section in its entirety.

§15.4 Arbitration Delete this section in its entirety.

EXECUTED this _____ day of _____, 2020.

OWNER:	**CONTRACTOR:**
_____	_____
By: _____	By: _____
Title: _____	Title: _____

BROWN REYNOLDS WATFORD
ARCHITECTS
BRW

3535 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214-528-8704
WWW.BRWARCH.COM

Preliminary Approximate Project Schedule

Saginaw Central Fire Station

Last Updated: June 11, 2020

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1. Schematic Design
    - Design Kick-off meeting — June 23, 2020
    - 100% SD by end of August
    - **CMaR Kick-Off Meeting** — **August, 2020 – TBD**
        - Pricing package to CMaR
        - CMaR initial estimating — not later than Mid-September?
2. Design Development
    - 100% DD package — November, 2020
3. Construction Documents
    - 100% CD / ready for Bid — Late Feb/early Mar, 2021
4. Bidding and Negotiation
    - CMaR advertisement — Early March, 2021
    - CMaR bid to subs — 4 wks mid Mar-mid Apr 2021
    - GMP Council Approval — 2nd Council in May, 2021
5. Construction
    - Notice to Proceed — June 2021
    - Substantial Completion — Jul-Sept 2022
    - Fire Department operations commence — Aug-Oct 2022

City of Saginaw

Meeting Date: 6/16/2020

Agenda Items: (12)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Consideration and Action regarding Board Appointments: a. Advisory Recreation and Parks Board; b. Animal Shelter Advisory Committee; c. Board of Adjustment; d. Capital Improvements Advisory Committee; e. Planning and Zoning Commission

BACKGROUND/DISCUSSION:
The terms of office for several members on the boards and committees listed on this item are expiring. Those members have been contacted. The majority have indicated that they would like to be reappointed. Their responses as well as a list of residents that have expressed interest in being appointed are included in the attachments. (An announcement seeking persons to serve on the boards and committees was placed on the City's website and Facebook page. It was also distributed through the City's email notification system several times.) The list also includes positions that are vacant due to resignations. The Council will need to take action on each board separately. The action should include the acceptance of any resignations and the appointment/reappointment of members.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
N/A

ATTACHMENTS:

Description

Board Appt Info

Board Appt Info

MEMORANDUM

DATE: June 9, 2020

TO: Mayor Todd Flippo and City Council

FROM: City Secretary Janice England

RE: Board Appointments/Applications

Board appointment information is attached for your consideration. Appointments and reappointments will be on the June 16th City Council agenda. An announcement seeking interested persons to serve on the boards and committees was posted on the City's website, Facebook, City Newsletter, and was also distributed through the City's email notification system.

Attachments

- Positions Up for Reappointment
- 2019 Board Applicant Listing
- Applications Received
- Advisory Recreation and Park Board
- Animal Shelter Advisory Committee
- Board of Adjustment
- Capital Improvement Advisory Committee
- Planning and Zoning Commission

NOTES:

Per the Charter: Planning & Zoning Commission members must have resided within the City one year prior to appointment and must be a registered voter.

Per the Charter: For all other appointments, members must have resided within the City for six months prior to appointment and must be a registered voter (only exceptions are the Animal Shelter Advisory Committee and the Capital Improvements Advisory Committee).

Positions Up for Appointment & Reappointment
June 2020

Advisory Recreation & Parks Board (2 Year Terms)		**Willing to be Reappt'd**
Place No. 2	Janelle Young	Yes
Place No. 3	Nathan Weinstock	No, Moved out of City
Place No. 4	Russell Jolly	Yes
Place No. 6	Ronda Nyberg	Yes
Alt.#2	Christopher Gonzales	No

Animal Shelter Advisory Committee (2 Year Terms)		
Place No. 2	Leo Moore	Yes
Place No. 4	Jose Wheeland	Yes
(City Official)		
Alt.#2	Norma Adamski	Yes

Board of Adjustment (2 Year Terms)		
Place No. 2	Bobby Grayson	Yes
Place No. 4	Cindy Sulsar	No
Alt.#2	Mike Colegrove	Yes

Capital Improvements Advisory Committee (2 Year Terms)		
Place No. 2	Bob Bates	No, Resigned 10/2019
Place No. 4	Sharon Vickers	No
(Must be involved in Real Estate)		

Planning & Zoning Board (2 Year Terms)		
Place No. 1	Kenneth Haney	Yes
Place No. 3	Matthew Lewis	Yes
Place No. 5	Jason LaBruyere	Yes
Alt. #2	Randy Villareal	Yes

APPLICANTS FOR BOARDS
2020

Name/Address	Interested in Serving On	Resident Since	Employment	Misc. Information
Crystal Amador	Where Needed	7/31/2015	Social Worker Health Care Services Corp.	Participated in Citizen Summit; Likes being part of the community in a productive and impactful way
Trey Harper	Where Needed		Director of Development Community Link Mission	
Kathryn Johnson	1-Library 2-Advisory Parks & Rec. Board 3-Where Needed	3/1/2019	Health Inspector City of Irving	Served on Citizens Bond Committee; Wants to help make Saginaw the best it can be
Steve Smiley	1-Planning & Zoning Commission 2-Animal Shelter Advisory Comm. 3-Where Needed	5/5/1994	Instructor Tarrant County College	Wants to help the community; Faculty Chair at TCC; Understands goal making for a policy point of view
Thomas Weaver	1-Advisory Parks & Rec. Board 2-Capital Improvements Adv. Comm. 3-Where Needed	5/10/2012	Owner The Weaver Agency- Farmers Insurance	Interested in getting involved in city government and doing my part to improve Saginaw as it grows rapidly.

Citizen Board of Interest Application

Contact Information

First Name	Crystal
Last Name	Amador
Address1	
City	Saginaw
State	TX
Zip	76179
Phone Number	
Email Address	
	(Section Break)
I Am Interested In Serving On The Following Board(s)	Where Needed
1st Choice	Where needed
2nd Choice	Where needed
3rd Choice	Where needed
Present Occupation and Place of Employment	Social Worker Health Care Services Corporation
Employment (work) Phone Number	
Are You a Registered Voter of Saginaw Texas?	Yes
Community Organizations and/or Professional Memberships	PTA (2015-2019) & now PTO
Current or Previous Service on City Boards/Committees	Citizen Summit
Reason(s) for which you wish to be considered for appointment	I was invited to participate in the Citizen Summit, and enjoyed my experience. I like being a part of my community, in a productive and impactful way.

What personal qualifications can you bring to this board/committee?	I have served in a variety of ways in my life (at my daughter's schools, as National President of my sorority, with Girl Scouts, as PTA President, and assisting with a friend's school board campaign in Arlington, to name a few). As a social worker, I have honed my collaboration, outreach and communication skills. I am eager and motivated to be a part of the growth and change our community is experiencing. I am ready to serve, and look forward to the opportunity.
What meeting(s) have you attended of the committee(s) for which you are being considered?	None. I have attended a few city council meetings though, and have applied to serve on a board in the past.

(Section Break)

If I Am Selected To Serve On The Board(s), I Will Participate.

Date	03/29/2020
Signature	Crystal Amador

Email not displaying correctly? View it in your browser.

Citizen Board of Interest Application

Contact Information

First Name	Kathryn
Last Name	Johnson
Address1	
City	Saginaw
State	Texas
Zip	76131
Phone Number	
Email Address	
	(Section Break)
I Am Interested In Serving On The Following Board(s)	Library Board (12), Parks Advisory Board (12), Where Needed
1st Choice	Library
2nd Choice	Parks Advisory
3rd Choice	Third Choice to Serve
Present Occupation and Place of Employment	Health Inspector - City of Irving
Employment (work) Phone Number	
Are You a Registered Voter of Saginaw Texas?	Yes
Community Organizations and/or Professional Memberships	Texas Environmental Health Association
Current or Previous Service on City Boards/Committees	Citizens Bond Committee 2019
Reason(s) for which you wish to be considered for appointment	Help make Saginaw better for residents and visitors. I live here and I want it to be the best it can be. I also feel that sometimes new eyes can bring new insight.

What personal qualifications can you bring to this board/committee?	Avid Library User, current municipal employee in another city
What meeting(s) have you attended of the committee(s) for which you are being considered?	none as of this date, but I will be attending in the future. I have been in the city for 11 months. I have attended city council meetings

(Section Break)

If I Am Selected To Serve On The Board(s), I Will Participate.

Date	1/28/2020
Signature	Kathryn Johnson

Email not displaying correctly? View it in your browser.

Citizen Board of Interest Application

Contact Information

First Name	Steve
Last Name	Smiley
Address1	
City	Saginaw
State	TX
Zip	76179
Phone Number	
Email Address	
	(Section Break)
I Am Interested In Serving On The Following Board(s)	Planning & Zoning Committee (12), Library Board (12), Where Needed
1st Choice	Planning & Zoning
2nd Choice	Animal Shelter
3rd Choice	Third Choice to Serve
Present Occupation and Place of Employment	Instructor -TCC
Employment (work) Phone Number	
Are You a Registered Voter of Saginaw Texas?	Yes
Community Organizations and/or Professional Memberships	CTHS Ranger Regiment President (2011-2012) SHS Project Graduation (2008-2009) Eagle Mountain Soccer Association Board (2001-2005)
Current or Previous Service on City Boards/Committees	NA
Reason(s) for which you wish to be considered for appointment	Want to help the community

What personal qualifications can you bring to this board/committee?	Faculty Chair for TCC. Understand goal making fr a policy point of view.
What meeting(s) have you attended of the committee(s) for which you are being considered?	*Field not completed.*

(Section Break)

If I Am Selected To Serve On The Board(s), I Will Participate.

Date	06/02/20
Signature	Steve Smiley

Email not displaying correctly? View it in your browser.

Citizen Board of Interest Application

Contact Information

First Name	Thomas
Last Name	Weaver
Address1	
City	Saginaw
State	Texas
Zip	76179
Phone Number	
Email Address	

(Section Break)

I Am Interested In Serving On The Following Board(s)	Parks Advisory Board (12), Capital Improvements Committee (2), Where Needed
1st Choice	Parks Advisory Board
2nd Choice	Capital Improvements
3rd Choice	Third Choice to Serve
Present Occupation and Place of Employment	Farmers Insurance - The Weaver Agency, Owner.
Employment (work) Phone Number	
Are You a Registered Voter of Saginaw Texas?	Yes
Community Organizations and/or Professional Memberships	Previous member of the Saginaw Area Chamber of Commerce
Current or Previous Service on City Boards/Committees	*Field not completed.*
Reason(s) for which you wish to be considered for appointment	I am very interested in getting involved in city government and doing my part to improve Saginaw as it grows rapidly.

What personal qualifications can you bring to this board/committee?	Local business owner, previous volunteer experience, and previously an intern with the Parks & Rec Department in 2006
What meeting(s) have you attended of the committee(s) for which you are being considered?	Previously attended Parks Advisory Board meeting and various City Council meetings in person and online.

(Section Break)

If I Am Selected To Serve On The Board(s), I Will Participate.

Date	06/11/2020
Signature	Thomas Weaver

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ADVISORY RECREATION AND PARKS BOARD
SUMMARY

Janelle Young	**Place 2**	**Willing to be reappointed**
Nathan Weinstock	**Place 3**	**Moved out of the City**
Russell Jolly	**Place 4**	**Willing to be reappointed**
Ronda Nyberg	**Place 6**	**Willing to be reappointed**
Christopher Gonzales	**2nd Alt.**	**No**

Appointments to be made:

Place 2 _____

Place 3 _____

Place 4 _____

Place 6 _____

2nd Alt. _____

(Current 1st Alternate Member: Brandi Coble)

ANIMAL SHELTER ADVISORY COMMITTEE
SUMMARY

Leo Moore	**Place 2**	**Willing to be reappointed**
Jose Wheeland (City Official)	**Place 4**	**Willing to be reappointed**
Norma Adamski	**Alt. 2**	**Willing to be reappointed**

Appointments to be made:

Place 2 _____

Place 4 _____
(Must be City Official)

Alt. 2 _____

BOARD OF ADJUSTMENT
SUMMARY

Bobby Grayson	**Place 2**	**Willing to be reappointed**
Cindy Sulsar	**Place 4**	**No**
Mike Colegrove	**Alt. #2**	**Yes**

Appointments to be made:

Place 2 _____

Place 4 _____

Alt. #2 _____

(Current 1st Alternate Member: James Burgdorf)

CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
SUMMARY

Bob Bates	**Place 2**	**No, Resigned 10/2019**
Sharon Vickers	**Place 4**	**No**
(involved in real estate)		

Appointments to be made:

Place 2 _____

Place 4 _____
(Must be involved in real estate)

PLANNING AND ZONING COMMISSION
SUMMARY

Kenneth Haney	**Place 1**	**Willing to be reappointed**
Matthew Lewis	**Place 3**	**Willing to be reappointed**
Jason LaBruyere	**Place 5**	**Willing to be reappointed**
Randy Villareal	**2nd Alt.**	**Willing to be reappointed**

Appointments to be made:

Place 1 _____

Place 3 _____

Place 5 _____

2nd Alt. _____

MEMORANDUM

DATE: June 9, 2020

TO: Mayor Todd Flippo and City Council

FROM: City Secretary Janice England

RE: Board Appointments/Applications

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- Applications Received
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- Animal Shelter Advisory Committee
- Board of Adjustment
- Capital Improvement Advisory Committee
- Planning and Zoning Commission

NOTES:

Per the Charter: Planning & Zoning Commission members must have resided within the City one year prior to appointment and must be a registered voter.

Per the Charter: For all other appointments, members must have resided within the City for six months prior to appointment and must be a registered voter (only exceptions are the Animal Shelter Advisory Committee and the Capital Improvements Advisory Committee).

Positions Up for Appointment & Reappointment
June 2020

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Place No. 4	Russell Jolly	Yes
Place No. 6	Ronda Nyberg	Yes
Alt.#2	Christopher Gonzales	No

Animal Shelter Advisory Committee (2 Year Terms)		
Place No. 2	Leo Moore	Yes
Place No. 4	Jose Wheeland	Yes
(City Official)		
Alt.#2	Norma Adamski	Yes

Board of Adjustment (2 Year Terms)		
Place No. 2	Bobby Grayson	Yes
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Place No. 1	Kenneth Haney	Yes
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Alt. #2	Randy Villareal	Yes

APPLICANTS FOR BOARDS
2020

Name/Address	Interested in Serving On	Resident Since	Employment	Misc. Information
Crystal Amador	Where Needed	7/31/2015	Social Worker Health Care Services Corp.	Participated in Citizen Summit; Likes being part of the community in a productive and impactful way
Trey Harper	Where Needed		Director of Development Community Link Mission	
Kathryn Johnson	1-Library 2-Advisory Parks & Rec. Board 3-Where Needed	3/1/2019	Health Inspector City of Irving	Served on Citizens Bond Committee; Wants to help make Saginaw the best it can be
Steve Smiley	1-Planning & Zoning Commission 2-Animal Shelter Advisory Comm. 3-Where Needed	5/5/1994	Instructor Tarrant County College	Wants to help the community; Faculty Chair at TCC; Understands goal making for a policy point of view
Thomas Weaver	1-Advisory Parks & Rec. Board 2-Capital Improvements Adv. Comm. 3-Where Needed	5/10/2012	Owner The Weaver Agency- Farmers Insurance	Interested in getting involved in city government and doing my part to improve Saginaw as it grows rapidly.

Citizen Board of Interest Application

Contact Information

First Name	Crystal
Last Name	Amador
Address1	
City	Saginaw
State	TX
Zip	76179
Phone Number	
Email Address	
	(Section Break)
I Am Interested In Serving On The Following Board(s)	Where Needed
1st Choice	Where needed
2nd Choice	Where needed
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Present Occupation and Place of Employment	Social Worker Health Care Services Corporation
Employment (work) Phone Number	
Are You a Registered Voter of Saginaw Texas?	Yes
Community Organizations and/or Professional Memberships	PTA (2015-2019) & now PTO
Current or Previous Service on City Boards/Committees	Citizen Summit
Reason(s) for which you wish to be considered for appointment	I was invited to participate in the Citizen Summit, and enjoyed my experience. I like being a part of my community, in a productive and impactful way.

What personal qualifications can you bring to this board/committee?	I have served in a variety of ways in my life (at my daughter's schools, as National President of my sorority, with Girl Scouts, as PTA President, and assisting with a friend's school board campaign in Arlington, to name a few). As a social worker, I have honed my collaboration, outreach and communication skills. I am eager and motivated to be a part of the growth and change our community is experiencing. I am ready to serve, and look forward to the opportunity.
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Date	03/29/2020
Signature	Crystal Amador

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Citizen Board of Interest Application

Contact Information

First Name	Kathryn
Last Name	Johnson
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City	Saginaw
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Zip	76131
Phone Number	
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1st Choice	Library
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3rd Choice	Third Choice to Serve
Present Occupation and Place of Employment	Health Inspector - City of Irving
Employment (work) Phone Number	
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Community Organizations and/or Professional Memberships	Texas Environmental Health Association
Current or Previous Service on City Boards/Committees	Citizens Bond Committee 2019
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What personal qualifications can you bring to this board/committee?	Avid Library User, current municipal employee in another city
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Date	1/28/2020
Signature	Kathryn Johnson

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Zip	76179
Phone Number	
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Current or Previous Service on City Boards/Committees	NA
Reason(s) for which you wish to be considered for appointment	Want to help the community

What personal qualifications can you bring to this board/committee?	Faculty Chair for TCC. Understand goal making fr a policy point of view.
What meeting(s) have you attended of the committee(s) for which you are being considered?	*Field not completed.*

(Section Break)

If I Am Selected To Serve On The Board(s), I Will Participate.

Date	06/02/20
Signature	Steve Smiley

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Citizen Board of Interest Application

Contact Information

First Name	Thomas
Last Name	Weaver
Address1	
City	Saginaw
State	Texas
Zip	76179
Phone Number	
Email Address	

(Section Break)

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1st Choice	Parks Advisory Board
2nd Choice	Capital Improvements
3rd Choice	Third Choice to Serve
Present Occupation and Place of Employment	Farmers Insurance - The Weaver Agency, Owner.
Employment (work) Phone Number	
Are You a Registered Voter of Saginaw Texas?	Yes
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Date	06/11/2020
Signature	Thomas Weaver

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ADVISORY RECREATION AND PARKS BOARD
SUMMARY

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Nathan Weinstock	**Place 3**	**Moved out of the City**
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Ronda Nyberg	**Place 6**	**Willing to be reappointed**
Christopher Gonzales	**2nd Alt.**	**No**

Appointments to be made:

Place 2 _____

Place 3 _____

Place 4 _____

Place 6 _____

2nd Alt. _____

(Current 1st Alternate Member: Brandi Coble)

ANIMAL SHELTER ADVISORY COMMITTEE
SUMMARY

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Norma Adamski	**Alt. 2**	**Willing to be reappointed**

Appointments to be made:

Place 2 _____

Place 4 _____
(Must be City Official)

Alt. 2 _____

BOARD OF ADJUSTMENT
SUMMARY

Bobby Grayson	**Place 2**	**Willing to be reappointed**
Cindy Sulsar	**Place 4**	**No**
Mike Colegrove	**Alt. #2**	**Yes**

Appointments to be made:

Place 2 _____

Place 4 _____

Alt. #2 _____

(Current 1st Alternate Member: James Burgdorf)

CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
SUMMARY

Bob Bates	**Place 2**	**No, Resigned 10/2019**
Sharon Vickers	**Place 4**	**No**
(involved in real estate)		

Appointments to be made:

Place 2 _____

Place 4 _____
(Must be involved in real estate)

PLANNING AND ZONING COMMISSION
SUMMARY

Kenneth Haney	**Place 1**	**Willing to be reappointed**
Matthew Lewis	**Place 3**	**Willing to be reappointed**
Jason LaBruyere	**Place 5**	**Willing to be reappointed**
Randy Villareal	**2nd Alt.**	**Willing to be reappointed**

Appointments to be made:

Place 1 _____

Place 3 _____

Place 5 _____

2nd Alt. _____