

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, August 4, 2020

Saginaw City Hall Council Chambers

333 West McLeroy Blvd.

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside to respond to a page or to conduct a phone conversation.

The City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required please contact the City Secretary a minimum of 72 hours in advance at 817-232-4640.

(1) Call to Order--Todd Flippo, Mayor

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"

(2) Invocation--Pastor Michael Orr, Saginaw Church of Christ

(3) Audience Participation--On the Video Screen

(4) Consent Agenda

(a) Action Regarding Minutes, July 21, 2020--Janice England, City Secretary

(b) Action Regarding Approval of the Revised Official Zoning Map--Keith Rinehart, Director of Community & Economic Development

(c) Action Regarding Acceptance of a Water-Sewer Facility Easement from Ardent Mills, LLC--Rick Trice, P.E., Director of Public Works

(d) Action Regarding Approval of Audit Engagement Letter with Weaver and Tidwell for Fiscal Year 19/20--Kim Quin, Finance Director

- (5) Consideration and Action Regarding a Development Agreement with Havener HH, LP Related to Public Infrastructure Installation for Old Decatur Road Adjacent to Block A, Van Zandt Addition--Rick Trice, P.E., Director of Public Works
- (6) Consideration and Action Regarding Ordinance No. 2020-14, Suspending any Payment due for any Application for a Mobile Food Unit Permit for a Period of six months following the Effective Date of this Ordinance--Gabe Reaume. City Manager
- (7) FY20/21 Budget Workshop: General Fund and Debt Service Fund

(8) 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

(9) Adjournment--Todd Flippo, Mayor



City of Saginaw

Meeting Date: 8/4/2020

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action Regarding Minutes, July 21, 2020.

BACKGROUND/DISCUSSION:

The minutes of the July 21, 2020 meeting are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes for July 21, 2020

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
JULY 21, 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 Engineer	Andrew Simonsen, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
Police Chief	Lee Howell
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Director of Comm. & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Management Analyst	Susy Victor
Police Officer	L. Gray

Absent from the meeting:

City Secretary	Janice England
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Visitors at the meeting:

Jonathan Reames	Kelly Stewart
Dana Schumard	

(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

Councilmember Patrick Farr gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, July 7, 2020

b. Action regarding Minutes, July 9, 2020

c. Action regarding Interlocal Agreement with Tarrant County for Reconstruction and Asphalt Overlay of East McLeroy Blvd. from Sansom Blvd. to Blue Mound Rd.

Summary: The proposed interlocal agreement with Tarrant County includes the reconstruction and asphalt overlay of East McLeroy Blvd. from Sansom Blvd. to Blue Mound Rd. As in previous agreements, Tarrant County will furnish the labor and equipment. The responsibilities of both parties are specified in the agreement. Funds to cover this project are available in the 2019-2020 Street Maintenance Fund Budget.

Mayor Flippo stated that Councilmember Bighorse requested item 4c be removed from the Consent Agenda for separate consideration.

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

The Council then considered Item 4c. Action regarding Interlocal Agreement with Tarrant County for Reconstruction and Asphalt Overlay of East McLeroy Blvd. from Sansom Blvd. to Blue Mound Rd.

There was a brief discussion regarding the proposed Interlocal Agreement.

Motion was made by Councilmember Farr with a second by Mayor-Pro Tem Junkersfeld 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) COVID-19 Discussion

City Manager Gabe Reaume and Fire Chief Doug Spears gave a brief overview of current protocols as well as future recommendations to limit the spread of COVID-19 in city facilities. There was a brief discussion.

(6) Consideration and Action regarding Resolution No. 2020-17 directing the Finance Director to calculate the voter approval tax rate in the manner provided for a special taxing unit.

Finance Director Quin briefly explained the proposed Resolution No. 2020-17.

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve Resolution No. 2020-17 directing the Finance Director to calculate the voter approval tax rate in the manner provided for a special taxing unit. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(7) 2020 Capital Improvements Plan Update

City Engineer Simonsen gave a brief presentation on updates in the FY20/21 Capital Improvements Plan. There was a brief discussion.

(8) FY20/21 Budget Workshop

Finance Director Quin gave a brief FY20/21 budget presentation regarding the Drainage Utility Fund, the Enterprise Fund, the Enterprise Escrow Fund, and the Capital Projects Fund.

(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

1 § 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. Potential Restaurant Relocation

Mayor Flippo declared the meeting recessed into Executive Session at 7:43 p.m.

Mayor Flippo declared the meeting back in Regular Session at 8:19 p.m.

(10) Adjournment

Motion was made by Mayor-Pro Tem Junkersfeld with a second by Councilmember Beasley 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 July 21, 2020 adjourned at 8:19 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 8/4/2020

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

Agenda Items: (4)(b)

E-mail: krinehart@saginawtx.org

Phone: 817-230-0331

SUBJECT:

Action Regarding the Approval of the Revised Official Zoning Map.

BACKGROUND/DISCUSSION:

Over the past few months, staff has been working with Kimley-Horn to update our Official City Zoning Map. The last Official Zoning Map was updated and approved in May 2016. During the past four+ years, we have had a number of changes to the zoning, development and roads. This update reflects those changes and makes it current. This map was originally created and certified as the official map referred to in Ordinance Number 2002-04 (as amended).

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description
Council Communique



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 – August 4, 2020

ITEM

Consideration and action regarding the approval of the Revised Official Zoning Map

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

Over the past few months, staff has been working with Kimley-Horn to update our Official City Zoning Map. The last Official Zoning Map was updated and approved in May 2016. During the past four+ years, we have had a number of changes to the zoning, development and roads. This update reflects those changes and makes it current. This map was originally created and certified as the official map referred to in Ordinance Number 2002-04 (as amended).

RECOMMENDATION

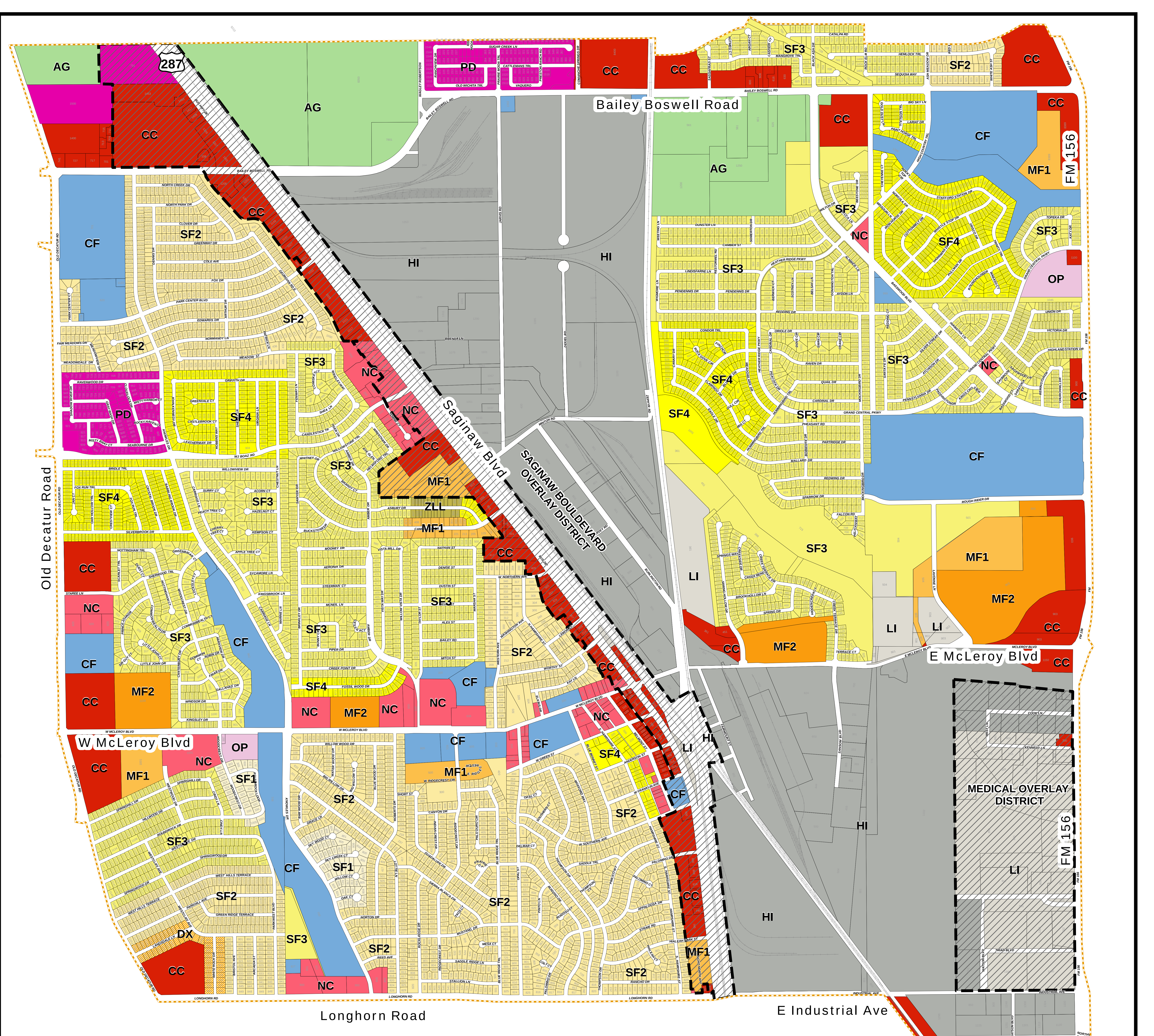
NA

ATTACHMENTS:

- Proposed Official Zoning Map

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

Thank you, Keith C. Rinehart, Director of Community & Economic Development



Zoning Classifications		
AG		Agriculture
SF1		Single Family (9,000 s.f.)
SF2		Single Family (7,200 s.f.)
SF3		Single Family (6,600 s.f.)
SF4		Single Family (5,500 s.f.)
SFA		Single Family Attached
DX		Duplex
MH		HUD Code Manufactured Housing
ZLL		Zero Lot Line
MF1		Multifamily (18 density units per acre)
MF2		Multifamily (24 density units per acre)
OP		Office Professional
NC		Neighborhood Commercial
CC		Community Commercial
CF		Community Facility
LI		Light Industrial
HI		Heavy Industrial
PD		Planned Development

CERTIFICATION

This is to certify that this is the official map referred to in ordinance number 2002-04 (as amended) of the City of Saginaw, Texas.

ZONING MAP

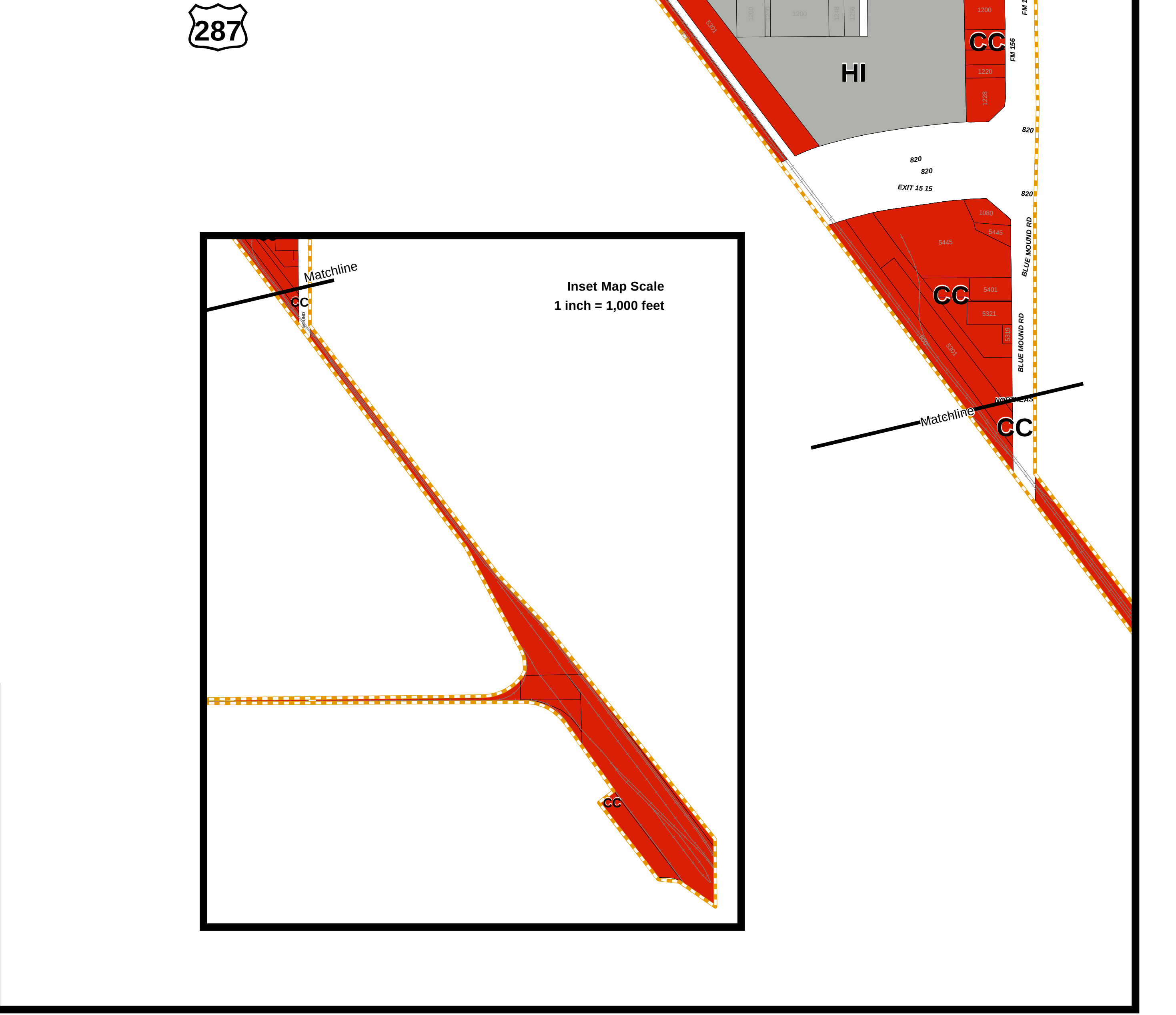
Todd Flippo, Mayor

Janice England, City Secretary

Map Disclaimer

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

City of Saginaw





City of Saginaw

Meeting Date: 8/4/2020

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

Agenda Items: (4)(c)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action Regarding Acceptance of a Water-Sewer Facility Easement from Ardent Mills, LLC.

BACKGROUND/DISCUSSION:

The Saginaw Boulevard 16" Waterline, Phase 2 project includes a new water pipeline from the intersection of Palamino Drive and Saginaw Boulevard eastward across the Boulevard and the UPRR and BNSF Railroads. The pipeline then will be routed through Ardent Mills, LLC property requiring a new 20-foot wide permanent easement.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends acceptance of the Water-Sewer Facility Easement from Ardent Mills, LLC.

ATTACHMENTS:

Description
Easement Document

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF TARRANT §

CITY OF SAGINAW
WATER-SEWER FACILITY EASEMENT

DATE: June 25, 2020

GRANTOR: Ardent Mills, LLC

GRANTOR'S MAILING ADDRESS (including County):
401 E Industrial Ave
Saginaw, Tarrant County, TX 76131

GRANTEE: **CITY OF SAGINAW**

GRANTEE'S MAILING ADDRESS (including County):
333 W. MCLEROY BLVD.
SAGINAW, TARRANT COUNTY, TX 76179

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: **Being more particularly described in Exhibit "A"**

Grantor, for the Consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, an exclusive, perpetual easement for the construction, operation, maintenance, replacement, upgrade, and repair of a Permanent Water-Sewer Facility, hereafter referred to as "Facility". The Facility includes all incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to manholes, manhole vents, lateral line connections, valves, pipelines, water meters, junction boxes in, upon, under and across a portion of the Easement Property and more fully described in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, together with the right and privilege at any and all times to enter Easement Property, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, and repairing said Facility.

In no event shall Grantor (I) use the Easement Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the Easement Property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit. However, Grantor shall be permitted to install and

maintain a concrete, asphalt or gravel driveway, road or parking lot across the Easement Property. Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Property which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the Easement Property granted hereunder. Provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement Property.

TO HAVE AND TO HOLD the above-described Easement Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successor and assigns to warrant and forever defend all and singular the easement unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR:



Jonathan D Cozad, Regional Plant Manager

GRANTEE: City of Saginaw

By (Signature): _____

(Print Name) _____, Title _____

APPROVED AS TO FORM AND LEGALITY

(Signature) _____

(Print Name) _____, Title _____

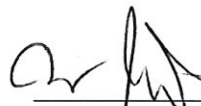
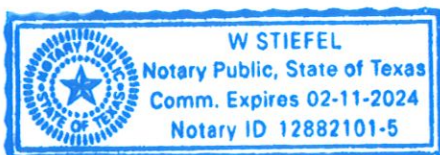
THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jonathan D Cozad, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of Ardent Mills, LLC and that he/she executed the same as the act of said Ardent Mills, LLC the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of

June, 2020



Notary Public in and for the State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,
on this day personally appeared _____,
_____ of the City of Saginaw, known to me to be the same person
whose name is subscribed to the foregoing instrument, and acknowledged to me that the same
was the act of the City of Saginaw and that he/she executed the same as the act of the City of
Saginaw for the purposes and consideration therein expressed and in the capacity therein
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____, 20____.

Notary Public in and for the State of Texas

SIGNATURE BLOCK EXAMPLES

Please note the "Signature Block" examples below. Properly formatting the corporate structure of the landowner saves time and eliminates the necessity of having agreements re-executed.

GRANTOR: (Name of Limited Partnership)
a (State where incorporated) limited partnership

By: (Name of General Partner)
a (State where incorporated) corporation
its General Partner

By: _____
(Name of person authorized to sign), Title

GRANTOR: (Name of Corporation)
a (State where incorporated) corporation

By: _____
(Name of person authorized to sign), Title

If a person other than the President or Vice President is executing the document, a **Corporate Resolution** or **Durable Power Of Attorney** authorizing the person the sign the document will be required.

LEGAL DESCRIPTION
20-FOOT WIDE WATER LINE EASEMENT

BEING a 47,687 square foot (1.0947 acre) tract of land situated in the Alexander Albright Survey, Abstract No. 1849, City of Saginaw, Tarrant County, Texas; said tract being part of Lot 1, Block 1, Cargill-Saginaw Subdivision, an addition to the City of Saginaw according to the plat recorded in Instrument No. D212085988 of the Official Public Records of Tarrant County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Cargill A.M. Holdco LLC recorded in Instrument No. D214105937 of said Official Public Records; said 10,249 square foot tract being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod found for the most easterly northeast corner of said Lot 1; from said point a 1/2" iron rod with "HARP 2002" cap found in the south line of said Lot 1 and the north right-of-way line of E Industrial Road (a variable width right-of-way) bears South 00°32'05" East, a distance of 368.33 feet and South 89°36'06" West, a distance of 1,415.01 feet;

THENCE, North 37°00'12" West, along the northeast line of said Lot 1, a distance of 589.75 feet to the **POINT OF BEGINNING**;

THENCE South 53°01'45" West, departing the said northeast line of Lot 1, a distance of 44.78 feet to a point for corner;

THENCE North 37°03'43" West, a distance of 1323.69 feet to a point for corner;

THENCE South 89°51'17" West, a distance of 772.10 feet to a point for corner;

THENCE North 41°14'25" West, a distance of 18.58 feet to a point for corner;

THENCE North 16°42'40" West, a distance of 59.49 feet to a point for corner;

THENCE North 8°09'32" West, a distance of 81.83 feet to a point for corner;

THENCE North 4°14'27" East, a distance of 13.59 feet to a point for corner;

THENCE South 82°59'27" West, a distance of 77.13 feet to a point for corner; said point being in the west line of said Lot 1;

THENCE North 6°50'33" West, along the said west line of Lot 1, a distance of 20.00 feet to a point for corner;

THENCE North 82°59'27" East, departing the said west line of Lot 1, a distance of 88.17 feet to a point for corner;

THENCE South 52°00'33" East, a distance of 13.28 feet to a point for corner;

20-FOOT WIDE
WATER LINE EASEMENT
ALEXANDER ALBRIGHT SURVEY,
ABSTRACT NO. 1849
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102

FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale
N/A

Drawn by
CDP

Checked by
MCB

Date
OCT, 2019

Project No.
061003131

Sheet No.
1 OF 7

THENCE South 7°00'33" East, a distance of 10.13 feet to a point for corner;

THENCE South 4°14'27" West, a distance of 15.89 feet to a point for corner;

THENCE South 8°09'32" East, a distance of 78.16 feet to a point for corner;

THENCE South 16°42'40" East, a distance of 53.65 feet to a point for corner;

THENCE South 41°14'25" East, a distance of 5.14 feet to a point for corner;

THENCE North 89°51'17" East, a distance of 772.99 feet to a point for corner;

THENCE South 37°03'43" East, a distance of 1313.72 feet to a point for corner;

THENCE North 53°01'45" East, a distance of 24.80 feet to a point for corner in the said east line of Lot 1;

THENCE South 37°00'12" East, along the said east line of Lot 1, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 1.0947 acres or 47,687 square feet of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

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

20-FOOT WIDE
WATER LINE EASEMENT
ALEXANDER ALBRIGHT SURVEY,
ABSTRACT NO. 1849
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

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

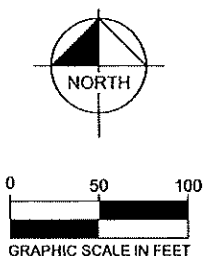


Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CDP	MCB	OCT, 2019	081003131	5 OF 7



10' ANTERO RESOURCES
PIPELINE, L.P. EASEMENT
(INST. NO. D204353935)

15' BARNETT
GATHERING, LP EASEMENT
(INST. NO. D209095845)

N37°03'43"W
1376.18'

**WATER LINE
EASEMENT
1.0947 ACRES
47,687 SQ. FT.**

LOT 1, BLOCK 1
CARGILL-SAGINAW SUBDIVISION
(INST. NO. D212085988)

CARGILL A.M. HOLDCO LLC
(INST. NO. D214105937)

1/2" CIRF
"HARP 2002"
(C.M.)

S89°36'06"W 1415.01'

E INDUSTRIAL ROAD
(A VARIABLE WIDTH RIGHT-OF-WAY)

MATCHLINE
(SEE SHEET 4)

30' TEMPORARY
CONSTRUCTION
EASEMENT

L19 (VOL. X, PG. 157)
BNSF

LOT 3R, BLOCK 1
CTI ADDITION
(INST. NO. D209081590)

P.O.B.

3/4" IRF
(C.M.)

P.O.C.

S0°32'05"E 368.33'

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A metes & bounds description of even survey date herewith accompanies this survey plat.

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

20-FOOT WIDE
WATER LINE EASEMENT
ALEXANDER ALBRIGHT SURVEY,
ABSTRACT NO. 1849
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

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



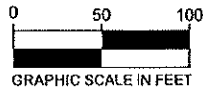
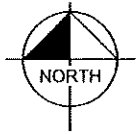
Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102

FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	OCT, 2019	061003131	3 OF 7



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IPF = IRON PIPE FOUND
C.M. = CONTROLLING MONUMENT

LOT 1, BLOCK 1
CARGILL-SAGINAW SUBDIVISION
(INST. NO. D212085988)

CARGILL A.M. HOLDCO LLC
(INST. NO. D214105937)

MATCHLINE
(SEE SHEET 5)

S37°03'43"E
1376.18'

L3

10' ANTERO RESOURCES
PIPELINE, L.P. EASEMENT
(INST. NO. D204353935)

15' BARNETT
GATHERING, LP EASEMENT
(INST. NO. D209095845)

**WATER LINE
EASEMENT
1.0947 ACRES
47,687 SQ. FT.**

L19

TRACT 1
GAVILON GRAIN LLC
(INST. NO. D208250314)

(VOL. X, PG. 157)
BNSF

L3

30' TEMPORARY
CONSTRUCTION
EASEMENT

MATCHLINE
(SEE SHEET 3)

LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	PROPERTY LINE

20-FOOT WIDE
WATER LINE EASEMENT
ALEXANDER ALBRIGHT SURVEY,
ABSTRACT NO. 1849
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

Kimley»Horn

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	OCT, 2019	061003131	4 OF 7

LEGEND

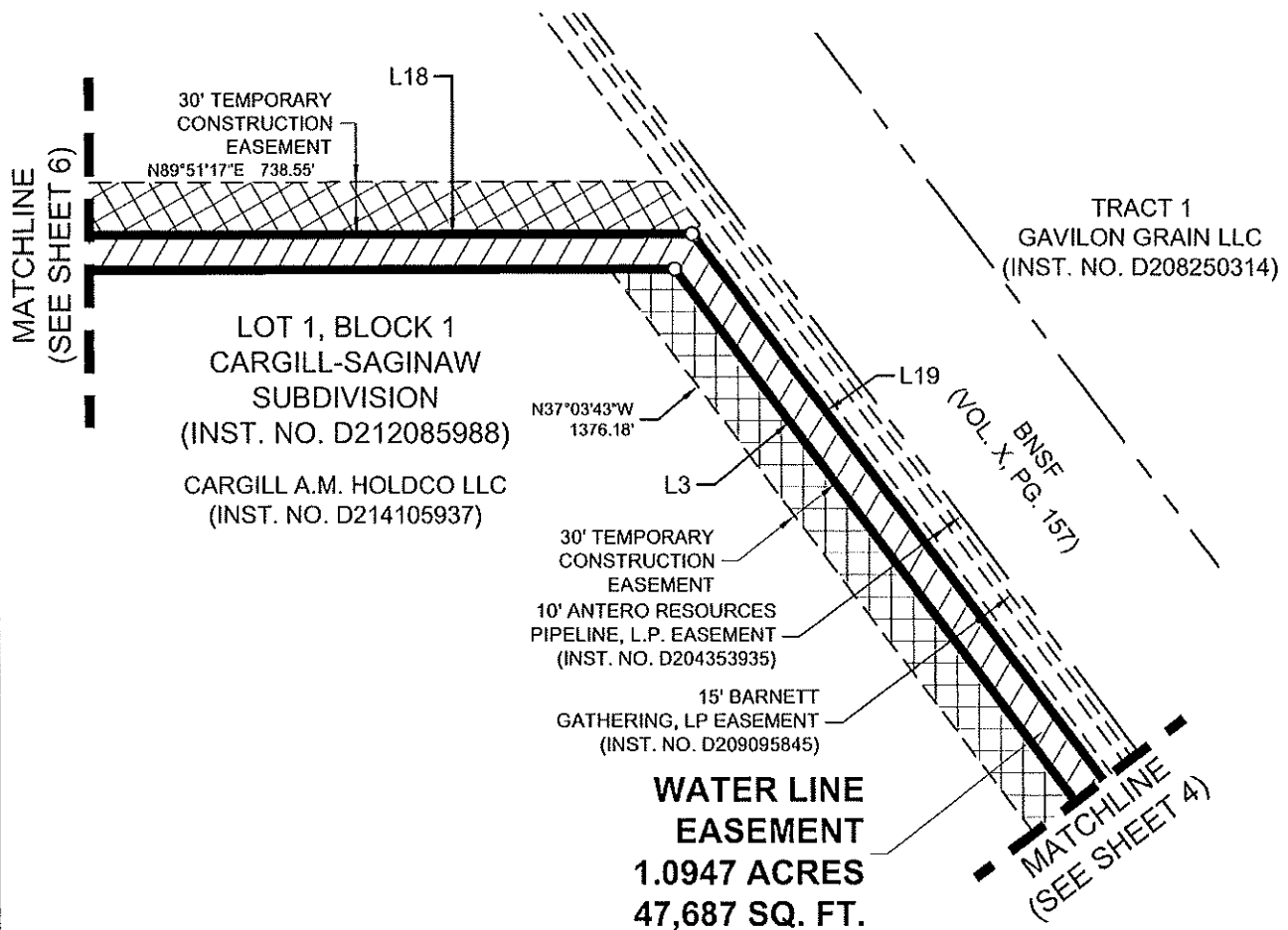
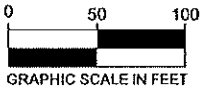
P.O.C. = POINT OF COMMENCING

P.O.B. = POINT OF BEGINNING

IRF = IRON ROD FOUND

IPF = IRON PIPE FOUND

C.M. = CONTROLLING MONUMENT



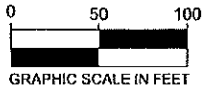
20-FOOT WIDE
WATER LINE EASEMENT
ALEXANDER ALBRIGHT SURVEY,
ABSTRACT NO. 1849
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

Kimley»»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102

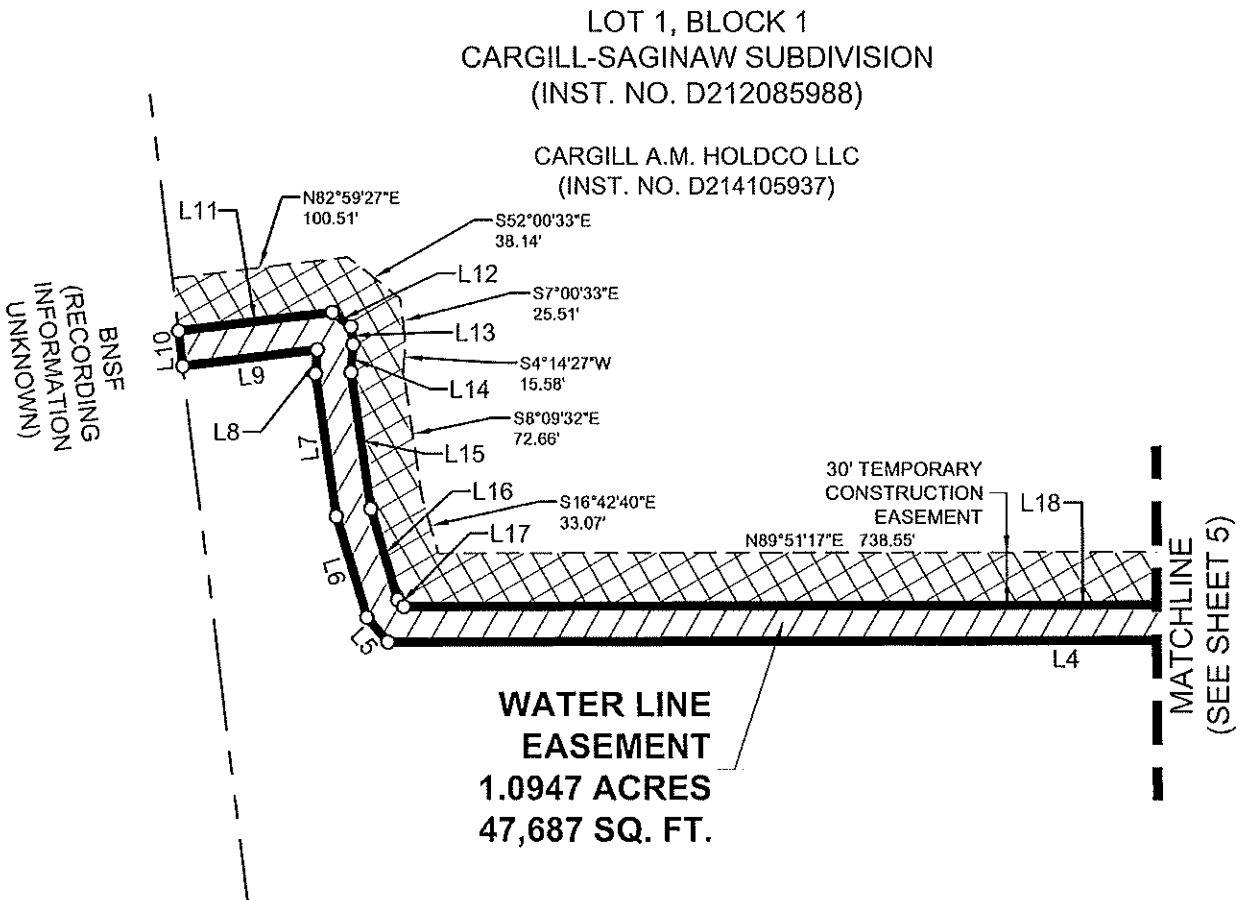
Tel. No. (817) 335-6511
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<u>Scale</u> 1" = 100'	<u>Drawn by</u> CDP	<u>Checked by</u> MCB	<u>Date</u> OCT, 2019	<u>Project No.</u> 061003131	<u>Sheet No.</u> 5 OF 7
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LEGEND

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20-FOOT WIDE
WATER LINE EASEMENT
ALEXANDER ALBRIGHT SURVEY,
ABSTRACT NO. 1849
CITY OF SAGINAW
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Kimley»Horn

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Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	OCT, 2019	061003131	6 OF 7

LINE TABLE		
NO.	BEARING	LENGTH
L1	N37°00'12"W	589.75'
L2	S53°01'45"W	44.78'
L3	N37°03'43"W	1323.69'
L4	S89°51'17"W	772.10'
L5	N41°14'25"W	18.58'
L6	N16°42'40"W	59.49'
L7	N08°09'32"W	81.83'
L8	N04°14'27"E	13.59'
L9	S82°59'27"W	77.13'
L10	N06°50'33"W	20.00'
L11	N82°59'27"E	88.17'
L12	S52°00'33"E	13.28'
L13	S07°00'33"E	10.13'
L14	S04°14'27"W	15.89'
L15	S08°09'32"E	78.16'
L16	S16°42'40"E	53.65'
L17	S41°14'25"E	5.14'
L18	N89°51'17"E	772.99'
L19	S37°03'43"E	1313.72'
L20	N53°01'45"E	24.80'
L21	S37°00'12"E	20.00'

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Scale

N/A

Drawn by

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Checked by

MCB

Date

OCT, 2019

Project No.

081003131

Sheet No.

7 OF 7



City of Saginaw

Meeting Date: 8/4/2020

Staff Contact: Kim Quin
Finance Director

Agenda Items: (4)(d)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

Action Regarding Approval of Audit Engagement Letter with Weaver and Tidwell for Fiscal Year 19/20

BACKGROUND/DISCUSSION:

Each year the City Council must appoint a firm to perform the annual audit. Last year a two year contract with the option of three, one year extensions was approved with Weaver Tidwell.

FINANCIAL IMPACT:

The cost of the audit will be \$45,900 per the previously approved contract. In addition to the regular audit, a single audit must be performed. This is necessary due to the receipt of federal funding through the CARES Act. The cost of the single audit will be an additional \$5,000.

RECOMMENDATION:

Staff recommends approval of the engagement letter with Weaver Tidwell for the FY19/20 audit.

ATTACHMENTS:

Description

Engagement Letter

July 22, 2020

To the Honorable Mayor, Members of
the City Council, and the City Manager
City of Saginaw, Texas
333 West McLeroy
Saginaw, Texas 76179

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Saginaw (the City), as of September 30, 2020, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2020. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Changes in Net Pension Liability and Related Ratios
3. Schedule of Contributions
4. Schedule of Changes in Total OPEB Liability and Related Ratios
5. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Combining and Individual Fund Financial Statements
2. Schedule of Expenditures of Federal Awards

Weaver and Tidwell, L.L.P.
2821 West 7th Street, Suite 700 | Fort Worth, Texas 76107
Main: 817.332.7905

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. The Introductory Section
2. The Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with U.S. GAAP and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements as a whole. The objective also includes reporting on internal control related to the basic financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America (GAGAS); and internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add emphasis-of-matter, or other-matter paragraphs. If our opinions on the basic financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in GAGAS; and the provisions of the Uniform Guidance. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and GAGAS.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. For safeguarding assets;
- d. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
- e. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- f. For the design, implementation, and maintenance of internal control over compliance;
- g. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- h. For following up and taking corrective action on current year audit findings, if any, and preparing a corrective action plan for such finding;
- i. For submitting the reporting package and data collection form to the appropriate parties;
- j. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
- k. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- l. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the City's auditor;
- m. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- n. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter;
- o. With respect to any nonaudit/nonattest services we perform, for (a) making all management decisions and performing all management functions; (b) assigning an individual with suitable skills, knowledge, and experience, preferably within senior management, to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting

responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. These nonaudit/nonattest services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS. The City has designated Kim Quin, Finance Director, to oversee these services. Such services will include:

- i. Preparation of financial statements and related notes
 - ii. Preparation of schedule of expenditures of federal awards
 - iii. Assisting with entries to convert accounting records from modified accrual to full accrual (GASB 34 entries)
 - iv. Prepare the Data Collection Form
- p. With regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonaudit/nonattest service.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The City agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Engagement Fees

We estimate that the fee for our audit of the financial statements will be \$45,900 and the single audit will be \$5,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Our fee is based upon the complexity of the work to be performed and the tasks required. Fees for our services are due upon receipt of our invoice. For bills not paid within 60 days of the billing date, a late charge will be added to the outstanding balance. The late charge will be assessed at .5% on the unpaid balance per month or Payments are due in compliance with the Texas Local Government Code.

Other

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

The hiring of or potential employment discussions with any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Both of us agree that any dispute between you and Weaver and Tidwell, L.L.P., arising from the engagement, this agreement, or the breach of it, may, if negotiations and other discussions fail, be first submitted to mediation in accordance with the provisions of the Commercial Mediation Rules of the American Arbitration Association (AAA) then in effect. Both of us agree to conduct any mediation in good faith and make reasonable efforts to resolve any dispute by mediation. We agree to conduct the mediation in Fort Worth, Texas or another mutually agreed upon location.

If any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed and the remaining terms of the engagement letter shall remain in force. Both of us agree that the Court should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible. If a dispute arising from the engagement or from this agreement or any term of it or any alleged breach of it is submitted to a Court for interpretation or adjudication, both of us irrevocably waive right to trial by jury and agree that the provisions of this engagement letter regarding damages, attorneys' fees, and expenses shall be applied and enforced by the Court.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Ms. Jennifer Ripka is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

The audit documentation for this engagement is the property of Weaver and Tidwell, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Weaver and Tidwell, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including basic financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

In accordance with the requirements of GAGAS, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements compliance over major federal award programs including our respective responsibilities.

City of Saginaw, Texas
July 22, 2020

Page 8

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

RESPONSE:

This letter correctly sets forth the understanding.

Acknowledged and agreed on behalf of the City of Saginaw, Texas by:

Signature: _____

Title: _____

Date: _____



Report on Firm's System of Quality Control

October 16, 2019

To the Partners of Weaver and Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

What inspires you, inspires us. | eidebailly.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Weaver and Tidwell, L.L.P. has received a peer review rating of pass.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Eide Bailly LLP



City of Saginaw

Meeting Date: 8/4/2020

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

Agenda Items: (5)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action Regarding a Development Agreement with Havener HH, LP Related to Public Infrastructure Installation for Old Decatur Road Adjacent to Block A, Van Zandt Addition.

BACKGROUND/DISCUSSION:

Havener HH, LP proposes to develop 7.548 acres of Community Commercial property in the northeast quadrant of Old Decatur Road and Bailey Boswell Road. The property has a frontage of approximately 452 feet along Old Decatur Road.

A Proportionality Study was conducted from the Traffic Impact Analysis provided by the developer. The proportionality study concluded that the City was justified in requiring the developer to pay for 100% of the cost of two lanes of Old Decatur Road adjacent to its development. Therefore, a development agreement between the developer and the City is necessary. The total obligation of the developer is \$218,500.00.

The agreement requires that the developer escrow funds with the City in the amount of \$54,625.00 for each of the four lots in Van Zandt Addition, Block A upon the initial application for each Building Permit. The obligation will run with the land and is transferred with subsequent ownership of the lot(s).

FINANCIAL IMPACT:

The City will receive escrow funds totaling \$218,000.00 when Building Permits have been applied for on all four lots.

RECOMMENDATION:

It is recommended that the City Council approve the Development Agreement with Havener HH, LP.

ATTACHMENTS:

Description
Developer Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT FOR VAN ZANDT ADDITION ("Agreement") is made and entered into this 4th day of August, 2020, by and between the City of Saginaw, Texas (the "City"), and Havener HH, LP ("Developer").

WITNESSETH

WHEREAS, Van Zandt Addition ("Project") is a development encompassing approximately 7.548 acres in Saginaw and shown by the Replat shown as Exhibit "1"; and

WHEREAS, the City and Developer wish to address issues related to the Project and to provide for the Developer's share of construction and related costs of Old Decatur Road along the Projects frontage adjacent to the Project; and

WHEREAS, the City and Developer acknowledge and agree that the Developer's share of the Old Decatur Road improvements is roughly proportionate to the proposed cost, as approved by a professional engineer who holds a license under Chapter 1001 of the Texas Occupations Code, in accordance with Texas and Federal Law; and

WHEREAS, the City and Developer acknowledge and agree that the Developer's participation in the cost of the Old Decatur Road improvements, as detailed herein, is 100% of the total cost for construction of two (2) lanes of Old Decatur Road related to the Project as estimated by the City Engineer and attached as Exhibit 3; and

WHEREAS, the City and Developer agree that the Developer will escrow funds with the City in the amount of Two Hundred Eighteen Thousand Five Hundred Dollars (\$218,500.00) to be used for the purpose of the construction of the Developer's share of Old Decatur Road improvements and related costs; and

WHEREAS, the City and Developer acknowledge that the foregoing issues should be addressed through a development agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer covenant and agree as follows:

1. Project Subject to City Ordinances. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable City ordinances and agreements related to the Project, and shall be subject to said ordinances and agreements, as such now exist or may hereafter be amended and/or approved by the City. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the City.

2. Developer Obligations.

- A. Developer agrees to escrow non-reimbursable funds upon the initial application for each Building Permit in the amount of Fifty-Four Thousand Six Hundred Twenty-Five Dollars (\$54,625.00) for each of the following lots: Lots 2R4-A, 2R4-B, 2R4-C and 2R4-D, Block A, Van Zandt Addition. This obligation associated with each lot shall run with the land and is transferred with subsequent ownership of that lot.
- B. City acknowledges and agrees that the funds escrowed by the Developer, or the Developer's successors or assigns, are to be used solely for the purpose of funding the Developer's roughly proportionate share of Old Decatur Road construction and related costs.

3. Captions and Headings. The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

4. Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas. Venue for any action arising under this Agreement shall lie in Tarrant County, Texas.

5. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, by personal delivery, or by overnight courier to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City: The City of Saginaw, Texas
333 West Mcleroy Blvd.
Saginaw, Texas 76179
Attn: City Manager's Office

If to Developer: Havener HH, LP
P.O. Box 121969
Fort Worth, TX 76121
Attn: Gary Havener

6. Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement.

7. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

8. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

9. Filing in Tarrant County Deed Records. This Agreement or a memorandum thereof shall be filed in the deed records of Tarrant County, Texas. Upon any sale or other transfer of any ownership rights in any unplatted portion of the Property, Developer shall notify the City in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot where the applicable escrow payment has already been made to the City.

10. Authority. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same.

11. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

12. Default. No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than ten (10) days after written notice of the alleged failure has been given). Each of the City and Developer agree that no party will be liable for any punitive, speculative, consequential or special damages under this Agreement.

13. Roughly Proportionate Determination under Texas Law and Federal Law.

Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions (both construction and payment obligations) mandated by the City associated with the Project and has been afforded the opportunity to consult with the City and Developer's own professional consultants in order ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions associated with the Project are roughly proportionate to the impact of the Project except as expressly set forth in this Agreement. In addition, if the terms of this Agreement are fulfilled, Developer knows of no development exaction associated with the Project that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of 1) the Texas Constitution, §212.904, and Chapter 395 of the Texas Local Government Code and/or 2) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

14. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

- Exhibit 1 Proposed Replat Lots 2R4-A, 2R4-B, 2R4-C and 2R4-D, Block A, Van Zandt Addition.
- Exhibit 2 Map depicting Old Decatur Road North – Overall Preliminary Layout
- Exhibit 3 Opinion of Probable Cost Old Decatur Road Adjacent to Van Zandt Addition

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

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THE CITY OF SAGINAW, TEXAS

By: _____

Todd Flippo
Mayor, City of Saginaw

STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 4th day of August, 2020 by Todd Flippo, Mayor of the City of Saginaw, Texas, on behalf of the City of Saginaw, Texas.

Notary Public, State of Texas

DEVELOPER:

Havener, HH, LP

By: Havener HH, LP its authorized agent

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

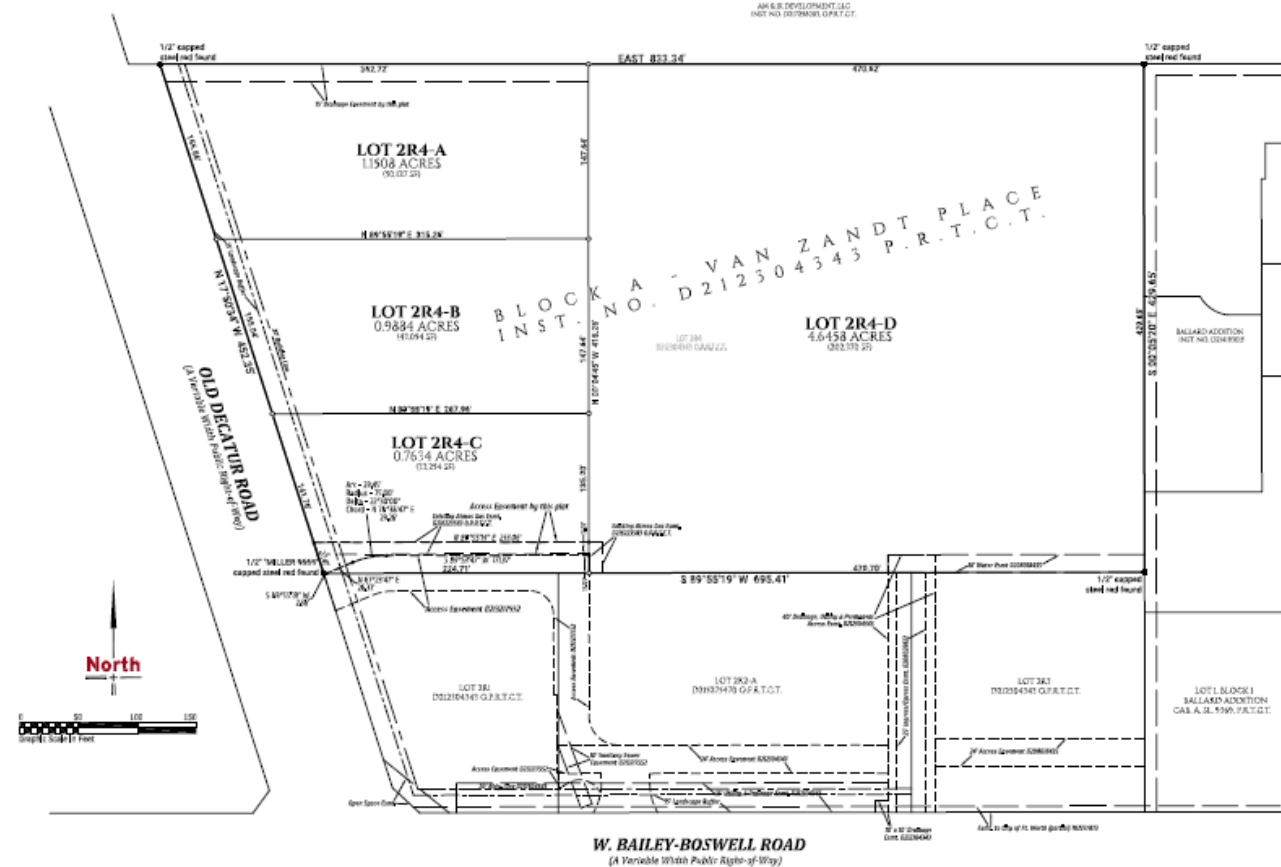
§

COUNTY OF TARRANT §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, the _____ of Havener HH, LP, LLC, as authorized agent of Havener HH, LP, on behalf of said entities.

Notary Public, State of Texas

EXHIBIT 1



STATE OF TEXAS
COUNTY OF TARRANT
OWNER'S ACKNOWLEDGMENT AND DEDICATION

I, the undersigned, owner of the land shown on this plat within the area described as Lot 2R4, Block A, Van Zandt Place Addition, an addition to the City of Saginaw, Texas, according to the plat thereof recorded in Document No. D212304343, Plat Records, Tarrant County, Texas, and designated herein as Lots 2R4-A, 2R4-B, and 2R4-C, Block A, Van Zandt Place Addition, an addition to the City of Saginaw, Texas, and whose name is subscribed herein, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, rights of way and public places thereon for the purpose and consideration therein expressed.

Dary W. Hawener
President of Hawener Management Corp., its General Partner of Hawener HL
Hawener HL, LP

Date:

BEFORE ME, the undersigned authority, on this day personally appeared Dary W. Hawener, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this ____ day of _____, 20__.

NOTARY PUBLIC

Tarrant County, Texas

ON ____ THE DAY OF _____, 20__, THIS PLAT WAS APPROVED BY:

City Manager _____

Director of Planning and Economic Development _____

City Secretary _____

STATE OF TEXAS
COUNTY OF TARRANT
CERTIFICATE OF SURVEYOR

I, the undersigned, a registered public land surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.



Jason B. Rawlings, RPLS No. 558

Date:



AMENDED PLAT
LOT 2R4-A, LOT 2R4-B, LOT 2R4-C, AND LOT 2R4-D, BLOCK A
VAN ZANDT PLACE

AN ADDITION TO THE CITY OF SAGINAW, TARRANT COUNTY, TEXAS
BEING A REPLAT OF LOT 24, BLOCK A, VAN ZANDT PLACE ADDITION TO THE CITY OF SAGINAW, TEXAS
ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. D212304343, PLAT RECORDS, TARRANT COUNTY, TEXAS

CONSISTING OF THREE COMMERCIAL LOTS AND BEING 7.548 ACRES OUT OF THE
BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497
PREPARED IN AUGUST 2019



PUBLIC UTILITIES:
NO BUILDING PERMIT SHALL BE CONSIDERED FORFEITURE BY THE CITY OF SAGINAW ON THIS DATE UNTIL ALL PROVISIONS FOR PUBLIC UTILITIES AS REQUIRED BY THE CITY'S SUBDIVISION ORDINANCES ARE APPROVED BY THE CITY ENGINEER.

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

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

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

0.1/2" = 1' HORIZONTAL SCALE
0.1/2" = 1' VERTICAL SCALE

OWNER(S): VAN ZANDT
HAWENER HL, LP
PO BOX 121868
FORT WORTH, TEXAS 76121
CONTACT: DARY HAWENER

This plat recorded as Document No. _____ In the Plat Records of Tarrant County, Texas,

Job No. 15041 • Plot File 15041 Amending Plat

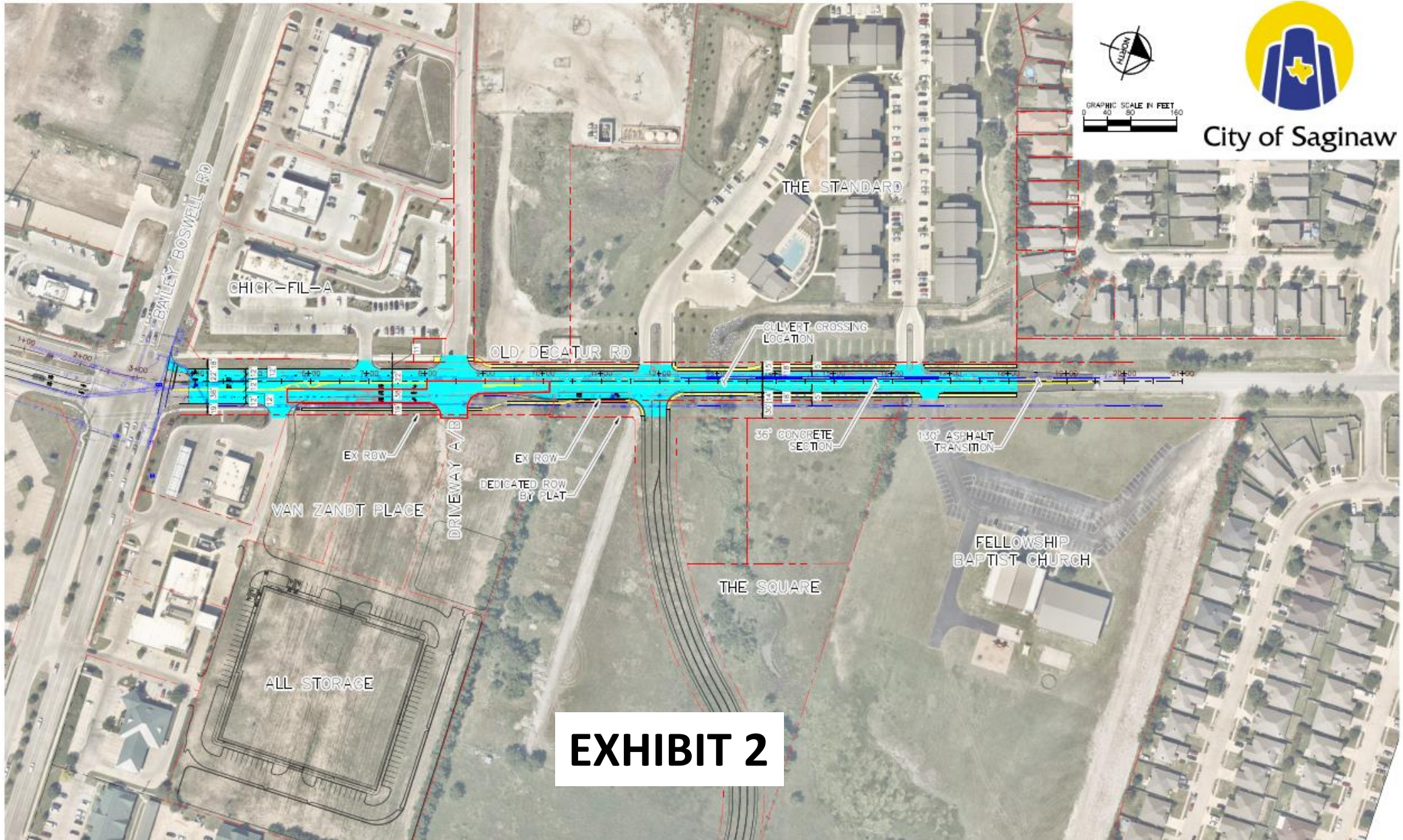


EXHIBIT 2

OLD DECATUR ROAD NORTH - OVERALL PRELIMINARY LAYOUT - JULY 2020

Opinion of Probable Construction Cost**Kimley-Horn and Associates, Inc.**

Client:	City of Saginaw	Date:	7/22/2020
Project:	North Old Decatur Road		

Title: Old Decatur Road along Van Zandt Place - 2 Lanes - 452 Linear Feet

Item No.	Item Description	Unit	Quantity	Unit Price	Cost
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00
2	General Site Prep	LS	1	\$ 10,000.00	\$ 10,000.00
3	Asphalt Pavement Removal	SY	750	\$ 6.00	\$ 4,500.00
4	Concrete Pavement Removal	SY		\$ 15.00	\$ -
5	Earthwork	LS	1	\$ 6,000.00	\$ 6,000.00
6	8-Inch Reinforced Concrete Pavement	SY	1425	\$ 65.00	\$ 92,625.00
7	6-Inch Lime Stabilized Subgrade	SY	1475	\$ 5.00	\$ 7,375.00
8	Lime	TN	35	\$ 180.00	\$ 6,300.00
9	4" Concrete Sidewalk	SF	1910	\$ 6.00	\$ 11,460.00
10	Barrier Free Ramp	EA	2	\$ 2,000.00	\$ 4,000.00
11	Topsoil - 4"	CY	80	\$ 35.00	\$ 2,800.00
12	Block Sod Placement	SY	600	\$ 5.00	\$ 3,000.00
13	Fire Hydrant Assembly	LS	1	\$ 6,000.00	\$ 6,000.00
14	Valve Adjustment and Cathodic Protection Adjustment (FTW 36" Water)	EA	1	\$ 15,000.00	\$ 15,000.00
Subtotal					\$ 190,000.00

Contingency +/- 15% \$ 28,500.00

TOTAL: \$ 218,500.00

- ☒ Conceptual Design
☐ Preliminary Design
☐ Final Design

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

EXHIBIT 3



City of Saginaw

Meeting Date: 8/4/2020

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (6)

E-mail: greume@saginawtx.org

Phone: 817-232-0324

SUBJECT:

Consideration and Action Regarding Ordinance No. 2020-14, Suspending any Payment due for any Application for a Mobile Food Unit Permit for a Period of six months following the Effective Date of this Ordinance.

BACKGROUND/DISCUSSION:

The purpose of the proposed Ordinance is to temporarily suspend any payment due for a new application for a mobile food unit permit for a period of six months. This should encourage participation of more mobile food units.

FINANCIAL IMPACT:

The financial impact would be the delay of the payments.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Ordinance No. 2020-14

ORDINANCE NO. 2020-14

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, SUSPENDING ANY PAYMENT DUE FOR A NEW APPLICATION FOR A MOBILE FOOD UNIT PERMIT FOR A PERIOD OF SIX MONTHS FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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 State of Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City has previously adopted an ordinance authorizing mobile food units in the City of Saginaw under certain conditions with the issuance of a permit at a cost of \$250.00 annually; and

WHEREAS, due to current economic circumstances, the City Council has determined it is necessary to temporarily suspend any payment due for a new application for a mobile food unit permit for a period of six (6) months following the effective date of this ordinance.

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

SECTION 1.

That any payment due for a new application for a mobile food unit permit required under Saginaw City Code Section 42.101(b)(4) is hereby suspended for a period of six (6) months following the effective date of this ordinance.

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code, as amended, except where 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 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section 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 phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the

incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED on this ____ day of _____ 2020.

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary



City of Saginaw

Meeting Date: 8/4/2020

Staff Contact: Kim Quin
Finance Director

Agenda Items: (7)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

FY20/21 Budget Workshop to review General Fund and Debt Service Fund.

BACKGROUND/DISCUSSION:

The FY20/21 budget preparation process has begun. Presentations will be made throughout the summer to review and discuss budget issues.

FINANCIAL IMPACT:

The items discussed may impact the FY20/21 Proposed Budget and multi-year financial plan.

RECOMMENDATION:

This is a workshop to discuss FY20/21 budget issues. No action will be taken.

ATTACHMENTS:

Description

General Fund and Debt Service Fund Workshop



FY20/21 GENERAL FUND & DEBT SERVICE FUND



2020 TAD Estimates

- 2020 Certified Estimated Net Taxable Value \$2,198,509,226
- Increase or 2.4% over September 2019 values
- \$57 M in new value
 - \$45 M residential
 - \$12 M commercial
- Taxable value of single family home
 - 2019 = \$178,105
 - 2020 = \$188,101



CITY OF SAGINAW TAX RATES

- 2019 Tax Rate .459
 - Operations .281655
 - Debt .177345
- 2020 Tax Rate of .455
 - Operations .277659
 - Debt .177341

2020 No New Revenue Tax Rate	.376797
2020 Voter Approval Tax Rate 3.5%	.468706
2020 Voter Approval Tax Rate 8%	.484903
2020 De minimis rate	.560020



Debt Service Fund

Revenues

- Property Tax
- Interest earnings

Expenses

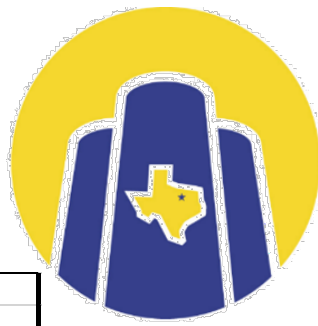
- Principal and interest on debt
- \$20,500,000 new debt
 - \$2,500,000 Knowles design
 - \$750,000 North ODR design
 - \$1,000,000 Sidewalks/ADA
 - \$1,000,000 WJ Boaz/ODR intersection improvements
 - \$500,000 Saginaw Blvd/McLeroy signal upgrade
 - \$14,750,000 Fire Station

2019 I&S rate .177345

2020 I&S rate .177341

	FY 19/20 Adopted	FY 19/2019 Revised	FY 19/20 YTD	YTD %	FY 19/20 Estimated	FY 19/20 Planning
Beginning Fund Balance	\$ 1,209,969	\$ 1,209,969			\$ 1,209,969	\$ 1,135,855
Revenues	\$ 3,847,280	\$ 3,847,280	\$ 6,733,145	175%	\$ 6,792,000	\$ 3,930,855
Bond Payments	3,385,045	3,385,045	392,348	12%	3,358,308.15	3,646,255
Debt Service Fees	11,000	11,000	5,300	48%	6,000	13,000
Other Uses-Refunding Exp	-	-	3,034,791	0%	3,048,061	-
Tax Note	453,750	453,750	442,756	98%	453,746	429,110
Total Expenditures	\$ 3,849,795	\$ 3,849,795	\$ 3,875,195	101%	\$ 6,866,115	\$ 4,088,365
Ending Fund Balance	\$ 1,207,454	\$ 1,207,454			\$ 1,135,855	\$ 978,345
Inc/(Dec) in Fund Balance	\$ (2,515)	\$ (2,515)			\$ (74,115)	\$ (157,510)

General Fund



	FY 19/20 Adopted	FY 19/20 Revised	FY 19/20 YTD	YTD %	FY 19/20 Estimated	FY 20/21 Planning
Beginning Fund Balance	\$ 11,604,137	\$ 11,604,137			\$ 11,604,137	\$ 11,980,875
Current Property Tax	\$ 5,987,865	\$ 5,987,865	\$ 5,860,305	98%	\$ 5,943,480	\$ 6,104,355
Sales Tax	5,070,880	5,070,880	4,060,273	80%	5,435,198	5,353,520
Transfers from Other Funds	1,884,030	1,884,030	1,311,785	70%	1,884,168	1,867,390
Other	3,933,640	3,992,640	3,146,124	79%	4,813,730	3,526,725
Total Revenues	\$ 16,876,415	\$ 16,935,415	\$ 14,378,487	85%	\$ 18,076,576	\$ 16,851,990
Administrative	\$ 1,863,145	\$ 1,908,325	\$ 1,270,159	67%	\$ 1,897,583	\$ 1,938,585
Municipal Court	218,725	218,725	135,070	62%	211,225	202,260
Fire	4,064,850	4,064,850	2,718,274	67%	4,067,746	3,814,710
Police	5,332,230	5,332,230	3,559,560	67%	5,114,126	5,260,855
Public Services	1,567,725	1,944,780	1,441,193	74%	2,000,609	1,534,175
Parks	329,855	616,930	402,630	65%	616,930	376,510
Recreation and Comm. Serv.	1,151,225	1,160,315	572,664	49%	975,562	1,067,770
Library	631,570	631,570	402,022	64%	602,398	609,570
Inspection/Code Enforcement	616,835	616,835	425,137	69%	635,214	678,325
Animal Services	384,195	385,590	282,727	73%	389,515	353,200
Fleet Maintenance	515,855	515,855	281,328	55%	478,147	512,855
Economic Development	298,405	239,115	98,577	41%	234,753	320,950
Information Technology	408,005	412,765	286,581	69%	432,765	384,460
Transfers to other funds	222,875	222,875	-	0%	43,265	2,648,040
Total Expenditures	\$ 17,605,495	\$ 18,270,760	\$ 11,875,923	65%	\$ 17,699,838	\$ 19,702,265
Ending Fund Balance	\$ 10,875,057	\$ 10,268,792			\$ 11,980,875	\$ 9,130,599
Restricted Fund Balance	4,182,854	4,182,854			-	4,320,469
Reserved Fund Balance	3,723,712	3,723,712			-	1,303,322
Unrestricted Fund Balance	2,968,491	2,362,226			-	3,506,809
Inc/(Dec) in Fund Balance	\$ (729,080)	\$ (1,335,345)			\$ 376,738	\$ (2,850,276)



General Fund Changes – 19/20 Estimated

- Property Tax revenue down due to exemptions granted in ARB process
- Fines and Fees, Recreation fees, and cable franchise fees down
- Sales tax up 10% YTD – estimate same as 2019 for Aug & Sept
- CARES act funding through Tarrant County \$1,230,900
- Expense savings
 - Vacancy savings
 - No transfer for BB overpass in 19/20



General Fund Changes – 20/21 Planning

- Full year funding for positions partially funded in FY19/20: Emergency Manager, Fire Fighter, and Police Officer
- Management Analyst for Building/Inspections offset by increase in permit fees
- Savings in insurance rates
- One time expenses:
 - \$2,600,000 BB overpass
 - \$150,000 Saginaw Blvd redevelopment
 - \$65,000 ADA study phase 3B
 - \$32,000 Parks master plan
 - \$29,000 PW truck replacement
 - \$6,850 PW accreditation expense

2019 O&M rate .281655

2020 O&M rate .277659



General Fund – 20/21 Planning (cont.)

TAX LEVY PER CAPITA

- Total tax rate of .455000 generates a tax levy of \$10,003,217
- Tax levy per capita will be \$433.23
- “Game Plan” tax levy per capita for 2021 is \$439.37

NO SALARY PLAN ADJUSTMENTS

- Cost of a one time payment 3%
 - General Fund \$265,000
 - Enterprise Fund \$40,400



Next Steps

- 8/7/2020 Post Proposed budget and tax rates to website
- 8/7/2020 Post tax rate information to tarranttaxinfo.com
- 8/15/2020 City Council budget retreat
- 8/18/2020 City Council Meeting
 - Certificates of Obligation sale
- 9/15/2020 City Council Meeting
 - Public hearings
 - Adopt tax rate
 - Adopt budget