City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING

Meeting and/or Executive Session Agenda
6:00 PM - Tuesday, November 17, 2020
Saginaw City Hall Council Chambers
333 West McLeroy Blvd.

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

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

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

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

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

(2) Invocation--Pastor Dennis Hudson, Saginaw Park Baptist Church

(3) Audience Participation--On the Video Screen

(4) Consent Agenda--All items listed with lower case letters are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

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

(b) Action regarding Cancellation of December 15, 2020 City Council Meeting--Todd Flippo, Mayor

(c) Action regarding Acceptance of a Quitclaim Deed from Sabine Valley

Industries, Inc. for E. Cement Creek Drainage Improvements--Rick Trice, P.E., Director of Public Works

(d) Action regarding setting date for Public Hearing for Update to Land Use Assumptions, Capital Improvements Plan, and Water Impact Fees--Rick Trice, P.E., Director of Public Works

(e) Action regarding Acquisition of a Permanent Drainage Easement at 400 Opal Street--Rick Trice, P.E., Director of Public Works

(f) Action regarding Acquisition of a Permanent Drainage Easement at 304 Opal Street--Rick Trice, P.E., Director of Public Works

(g) Action regarding Building Improvement Grant Agreement with Sunshine Playhouse (808 Longhorn Rd.)--Keith Rinehart, Director of Community & Economic Development

(h) Action regarding Building Improvement Grant Agreement with El Pasito LLC., (124 West McLeroy Blvd.)--Keith Rinehart, Director of Community & Economic Development

(i) Action regarding Agreement with SpyGlass Group, LLC for an Audit of current Telecommunications Service Accounts--Kim Quin, Finance Director

(j) Action regarding Interlocal Agreement with Tarrant County for Construction and Expansion of the Parking Lot at the north end of Willow Creek Park, serving Willow Creek Station Park (the Dream Play Area) as well as the Reconstruction and Asphalt Overlay of the Existing Parking Lot--Rick Trice, P.E., Director of Public Works

(5) Presentation of "THE ESSENTIALS: THE FRONT LINE HEROES OF SAGINAW" BOOK--Malinda Julien, Julien & Lambert Photography

(6) Presentation by Mural Artist--Adam Davenport

(7) Farmer's Market at Saginaw SwitchYard Update--Trey Harper

(8) Consideration and Action regarding a Management Agreement Renewal with Community Link Mission, Inc. for the Operation and Promotion of a Farmer's Market at Saginaw SwitchYard--Keith Rinehart, Director of Community & Economic Development

(9) Consideration and Action regarding a Development Agreement with Beltmill Saginaw, LLC, governing development criteria for property consisting of approximately 116 acres out of Abstract 1497, Tracts 3A, 3D and 3G3, Benjamin Thomas Survey, located north of Bailey-Boswell Road, east of Business 287 and west of Wagley Robertson Road--Gabe Reaume, City

Manager

(10) PUBLIC HEARING - Consideration and Action regarding a Request for a Conceptual Development Plan associated with an application for Planned Development Zoning with Community Commercial and Single Family and Multifamily uses for land described as 116 Acres of land out of Abstract 1497, Tracts 3A, 3D and 3G3, Benjamin Thomas Survey, located North of Bailey-Boswell Road, East of Business 287 and West of Wagley Robertson Road Planned Development – Beltmill (Ordinance No. 2020-24)--Rick Trice, P.E., Director of Public Works

(11) PUBLIC HEARING - Consideration and Action Regarding Approval of Subdivision Ordinance Amendment for Article 9 Construction Standard Details (Ordinance No. 2020-25)--Rick Trice, P.E., Director of Public Works

(12) PUBLIC HEARING - Consideration and Action Regarding a Request by Community Link Mission to Rezone Lot 6, Block 6, Town of Saginaw Addition (320 S. Belmont St.) from Single Family (SF-4) to Neighborhood Commercial (NC) (Ordinance No. 2020-26)--Rick Trice, P.E., Director of Public Works

(13) Consideration and Action Regarding Approval of a Preliminary Plat for Lot 1, Block A, Senior Living at Saginaw Addition, Abstract 1849, A.F. Albright Survey--Rick Trice, P.E., Director of Public Works

(14) Consideration and Action regarding Ordinance No. 2020-27, Adding Section 6-42, "Bees" to Chapter 6 "Animals" of the Saginaw City Code, Providing Regulations Applicable to the Keeping of Bees within the City--Gabe Reaume, City Manager

(15) Discussion of Future Facility and Bond Project Planning--Gabe Reaume, City Manager and Dolph Johnson, Asst. City Manager

(16) Discussion of Senior Citizen Programs--Gabe Reaume, City Manager

(17) Executive Session--The City Council may take action on any Executive Session Item posted.

551.071. Texas Government Code.

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

(a) Any Posted Item

(18) Adjournment--Todd Flippo, Mayor

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (4)(a)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, November 3, 2020

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

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 11-3-2020

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

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
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
Finance Director	Kim Quin
City Secretary	Janice England
Asst. Police Chief	Russell Ragsdale
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Dir. of Comm. & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Police Lieutenant	Brandon Badovinac
Police Officer	Chelce Kidwell

Absent from the meeting:

Councilmember	Charles Beasley
Asst. City Manager	Dolph Johnson
Police Chief	Lee Howell
Library Director	Ellen Ritchie

Visitors at the meeting:

Shel Higgins	Rick Russell
Kelly Stewart	Michael Orr
Michelle Boerst	Matt Clark

(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 Michael Orr of the Saginaw Church of Christ gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, October 20, 2020

b. Action regarding Authorization of an Individual Project Order (IPO) with Kimley-Horn & Associates, Inc. for the 2020 Saginaw Parks Master Plan

Summary: On February 5, 2019 the City Council authorized an IPO with Kimley-Horn & Associates, Inc. for the Saginaw Parks Site Analysis and Conceptual Design. The IPO looked at the City's seven parks and provided conceptual designs and cost estimates that were later used in the development of the proposed 2020 Bond Program. On March 3, 2020, the City Council adopted Resolution No. 2020-09 outlining the Fiscal Year 2019-2020 Annual Strategic Project List and Work Plan. A Parks Master Plan was identified as one of the elements in the Resolution. The City's current Parks Master Plan "Saginaw Parks, Recreation, and Open Space Vision 2025, Quality for a Lifetime" was completed in 2013. The proposed IPO will build on previous work to develop a Parks Master Plan. The cost for the services will be $32,000. The Advisory Recreation and Parks Board met on October 19, 2020 and voted to recommend approval of the IPO for the Saginaw Parks Master Plan to be funded from the Parks Donation Fund.

c. Action regarding a Memorandum of Understanding between Participating Local Governments (City of Saginaw) and the City of Fort Worth in the Fort Worth Intelligence Exchange (INTEX)

Summary: Since the events of September 11, 2001, law enforcement has been on a mission to enhance information and intelligence sharing locally, regionally, and nationally. One of the most effective means to achieve that has been through major cities and urban area "Fusion Centers". The City of Dallas, Collin County, and several other Texas locations already have established centers. Fort Worth has now created INTEX, which will combine information from local agencies in the western North Texas Region and link to multiple other parties nationally. The effectiveness of these networks depend largely on the participation of local city and county LE agencies. This MOU would formalize that partnership. Lt. Brandon Badovinac has been appointed as "Fusion Liaison Officer" and will be the point of contact for the City of Saginaw. There will be minimal financial impact. Information sharing will occur through existing interfaces and no maintenance fees are currently required. Any personnel time will be absorbed by the existing budget.

Motion was made by Councilmember Farr with a second by Councilmember Tucker to approve Items 4a and 4b of the consent agenda. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Beasley

Item 4c was briefly discussed.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Junkersfeld to approve Item 4c as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Beasley

(5) Presentation regarding Beekeeping

Ms. Michelle Boerst, a Texas Master Beekeeper, gave a brief overview of beekeeping in residential areas. She explained that she assisted the City of Denton with an ordinance that addressed beekeepers and beekeeping as well as neighboring property. The consensus of the Council was to move forward in the development of an ordinance.

(6) Discussion of Saginaw National Guard Property

This item was discussed after Item No. 7.

(7) Discussion of a Diversity and Inclusion Advisory Committee

Mayor Flippo explained that the City is growing, and as a result, the population is becoming more diverse. He proposed the creation of a twelve to fifteen member Diversity and Inclusion Advisory Committee. There was discussion of the proposed committee, appointment of members, and their duties. The consensus of the Council was to direct staff to draft an ordinance for future Council consideration.

(6) Discussion of Saginaw National Guard Property

The Saginaw National Guard Property was discussed. The property is approximately 145 acres and houses readiness and rehabilitation services of the National Guard. City Attorney Meredith explained that he has been informed that there are no current plans to move the active facility or its operations which includes approximately fifty employees. He stated the use of a lobbyist would be needed to pursue this further since the property is controlled by the Federal Government. The Council concurred for City Attorney Meredith to contact a lobbyist group to get more information as well as costs for their services in regards to this particular property.

(8) Discussion of Future Facility and Bond Project Planning

City Manager Reaume explained that the City is in a good position to plan for the future. He stated that staff needs direction for a potential May 2021 bond election. The deadline for a list of propositions and to call an election is Friday, February 12th. Future needs, recommendations from the Citizens Bond Committee, and the 2019 Facility Needs Assessment were briefly discussed. Mayor Flippo requested the Councilmembers be considering whether to call a bond election in May 2021, what items would be on the ballot, and what amounts for the items. The Council concurred to discuss this further at the next City Council Meeting. Councilmember Farr requested information regarding the City's debt capacity prior to the next meeting.

(9) Consideration and Action regarding Ordinance No. 2020-23, amending Section 2-163 of the Code of Ordinances, designating the Planning and Zoning Commission to serve as the Capital Improvements Advisory Committee in accordance with Chapter 395 of the Texas Local Government Code, making such appointments to the Committee as may be necessary and dissolving the current Capital Improvements Advisory Committee of the City

City Manager Reaume explained that proposed Ordinance No. 2020-23 dissolves the Capital Improvements Advisory Committee and transfers the duties of this committee to the Planning and Zoning Commission. He stated that there have been quorum issues for some time and with a recent resignation there are two vacant positions on the five member committee. City Attorney Meredith added that State Law allows the Planning and Zoning Commission to assume the duties of the Capital Improvements Advisory Committee and if there isn't at least one representative from the real estate, development or building industries then one such representative shall be appointed as an ad hoc voting member. Director of Public Works Trice stated that Mike Parish, the current chairman of the Capital Improvements Advisory Committee, meets the stated criteria has agreed to serve as an ad hoc member.

Motion was made by Councilmember Farr with a second by Councilmember Tucker to approve Ordinance No. 2020-23 designating the Planning and Zoning Commission to serve as the Capital Improvements Advisory Committee and appointing Mike Parish as the ad hoc voting member of the Capital Improvements Advisory Committee. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Beasley

(10) 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 § 551.072. Texas Government Code. Deliberations regarding Real Property. The City Council may Convene in executive session to deliberate the purchase, exchange, lease or value of real property if Deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations With a third person, including the following matters:

(a) Property located on Longhorn Road

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. Building Improvement Grant Application—124 W. McLeroy Blvd.
b. Building Improvement Grant Application—808 Longhorn Road
c. Business Prospect on Property located on Longhorn Road

Mayor Flippo declared the meeting recessed into Executive Session at 7:32 p.m.

Mayor Flippo declared the meeting back in Regular Session at 8:00 p.m.

(11) Adjournment

Motion was made by Councilmember Tucker with a second by Councilmember Bighorse to adjourn the meeting. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Beasley

Mayor Flippo declared the City Council Meeting of November 3, 2020 adjourned at 8:00 p.m.

ATTEST: APPROVED:

_____ _____

Janice England, City Secretary Todd Flippo, Mayor

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (4)(b)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Action regarding Cancellation of December 15, 2020 City Council Meeting

BACKGROUND/DISCUSSION:
The cancellation of the December 15th City Council Meeting was briefly mentioned at the November 3rd City Council Meeting. The consensus of the Council was to cancel the December 15th City Council Meeting unless an emergency item comes up.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
N/A

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (4)(c)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action regarding Acceptance of a Quitclaim Deed from Sabine Valley Industries, Inc. for E. Cement Creek Drainage Improvements

BACKGROUND/DISCUSSION:
The City's Capital Improvement program includes drainage improvements for E. Cement Creek. The project is under design by Kimley-Horn and Associates, Inc. and is nearing design completion. During property research, surveyors discovered a remainder of property, owned by Sabine Valley Industries, Inc. (Sabine Valley), within the existing drainage channel of E. Cement Creek.

Sabine Valley has provided a Quitclaim Deed conveying its interest in the property less the mineral interests.

FINANCIAL IMPACT:
This item will have no impact on city finances.

RECOMMENDATION:
It is recommended that the City Council accept the Quitclaim Deed and authorize the filing of the document in the Tarrant County Deed Records.

ATTACHMENTS:

Description

Sabine Valley Quitclaim Deed

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

QUITCLAIM DEED

Grantor: SABINE VALLEY INDUSTRIES, INC.

Grantor's Mailing Address: 9720 Camp Bowie West Blvd., Fort Worth, Texas 76116

Grantee: CITY OF SAGINAW

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property: **SEE ATTACHED EXHIBITS "A" & "B"**

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors or assigns shall have, claim, or demand any right or title to the property or any part of it.

Reserved unto grantors, their assigns, successors and assigns, all interest in the oil, gas or other minerals of every kind and character in or under the land conveyed herein, including the proscriptive right of way, together with all revisions, if any, of any outstanding term mineral or royalty interest, together with the right of ingress and egress for the purpose of exploring and developing said land for oil, gas or other minerals and for removing the same therefrom so long as such activities do not in any way damage, destroy, or impact the intended function of any city infrastructure within the limits of the Right of Way.

TO HAVE AND TO HOLD unto the City of Saginaw, its successors and assigns.

WITNESS OUR HANDS, this the 23 day of October, 2020.

SABINE VALLEY INDUSTRIES, INC.

BY: Tim H. Fleet

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared Tim H. Fleet, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23 day of October, 2020.

TINA MICHELLE LEWIS
Notary Public, State of Texas
Comm. Expires 06-16-2021
Notary ID 125179689

Notary Public in and for
The State of Texas
Commission Expires: 6/16/2021

EXHIBIT "A"
LEGAL DESCRIPTION

BEING 0.102 acre of land located in the ALEXANDER F. ALBRIGHT SURVEY, Abstract No. 1849, Saginaw, Tarrant County, Texas, and being a portion of the tract of land conveyed to Sabine Valley Lumber Company DBA: Sabine Valley Industries, by the deed recorded in Volume 5356, Page 840, of the Deed Records of Tarrant County, Texas, and also being an existing Drainage Channel. Said 0.102 acre of land being particularly described by metes and bounds as follows:

BEGINNING at a point at the Northwest corner of the tract of land conveyed to the Oasis Church International, by the deed recorded in Volume 5713, Page 832, of the Deed Records of Tarrant County, Texas, and said POINT OF BEGINNING lying in the South boundary line of Lot 1, Block 1, Saginaw Police Complex, an addition to the City of Saginaw, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 10533, of the Plat Records of Tarrant County, Texas;

THENCE S 26° 12' 03" E 247.11 feet, along the West boundary line of said Oasis Church International Tract, to a point at the Northeast corner of Block 39, Rancho North, Unit 9, an addition to the City of Saginaw, Tarrant County, Texas, according to the plat recorded in Volume 388-127, Page 68, of the Plat Records of Tarrant County, Texas;

THENCE S 70° 03' 57" W 15.09 feet, to a point at the Southeast corner of Block A, Rancho North Addition, Unit 7, to the City of Saginaw, Tarrant County, Texas, according to the plat recorded in Volume 388-98, Page 29, of the Plat Records of Tarrant County, Texas;

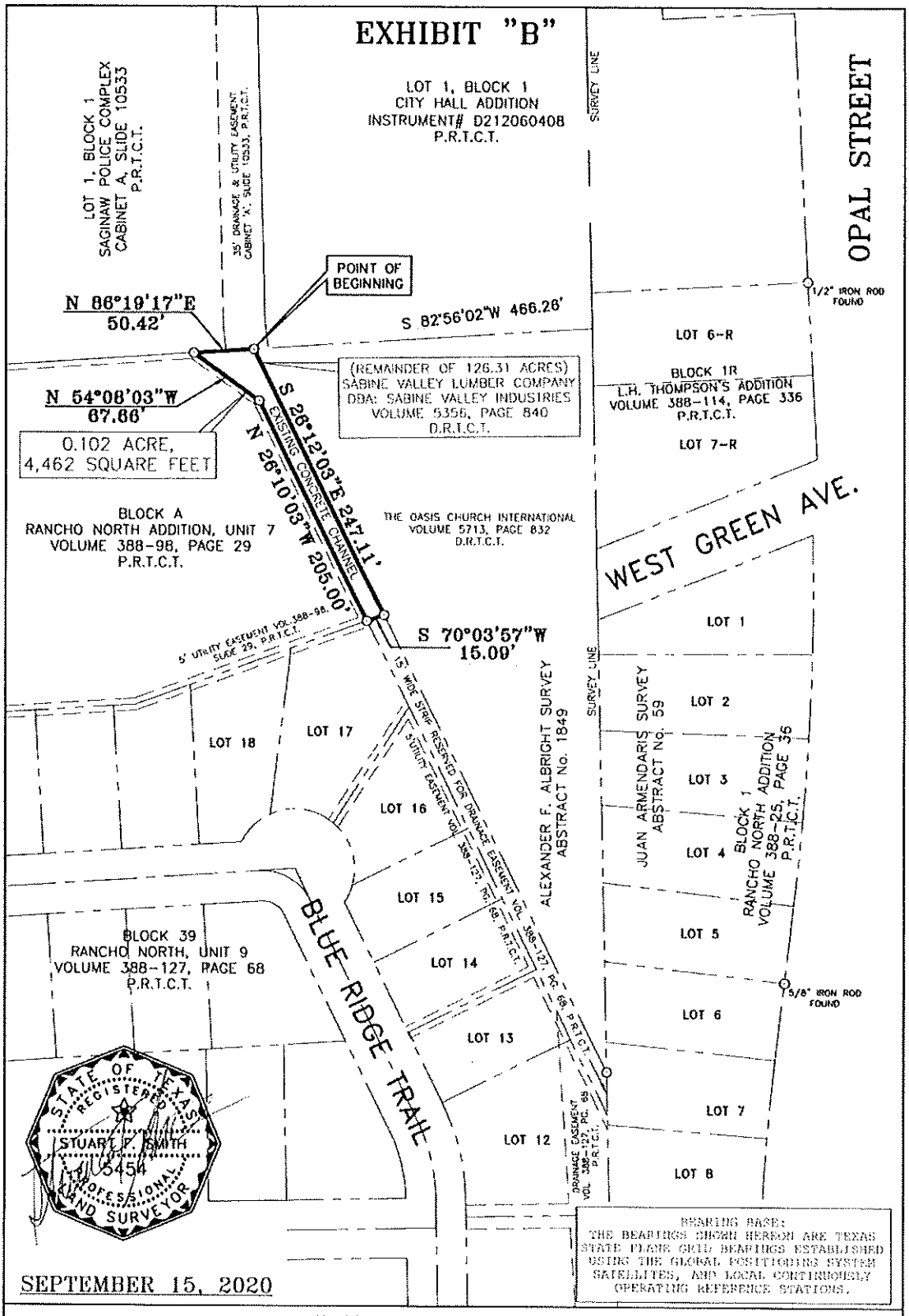
THENCE along the East boundary line of said Block A, as follows:

1. N 26° 10' 03" W 205.00 feet, to a point;

2. N 54° 08' 03" W 67.66 feet, to a point at the Northeast corner of said Block A, lying in the South boundary line of aforesaid Lot 1, Block 1, Saginaw Police Complex;

THENCE N 86° 19' 17" E 50.42 feet, along the South boundary line of said Saginaw Police Complex, to the POINT OF BEGINNING containing 0.102 acre (4,462 square feet) of land.

EXHIBIT "B"



BEARING BASE:
THE BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE GRID BEARINGS ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM SATELLITES, AND LOCAL CONTINUOUSLY OPERATING REFERENCE STATIONS.

SEPTEMBER 15, 2020

TARRANT COUNTY, TEXAS
SAGINAW EAST CEMENT CREEK

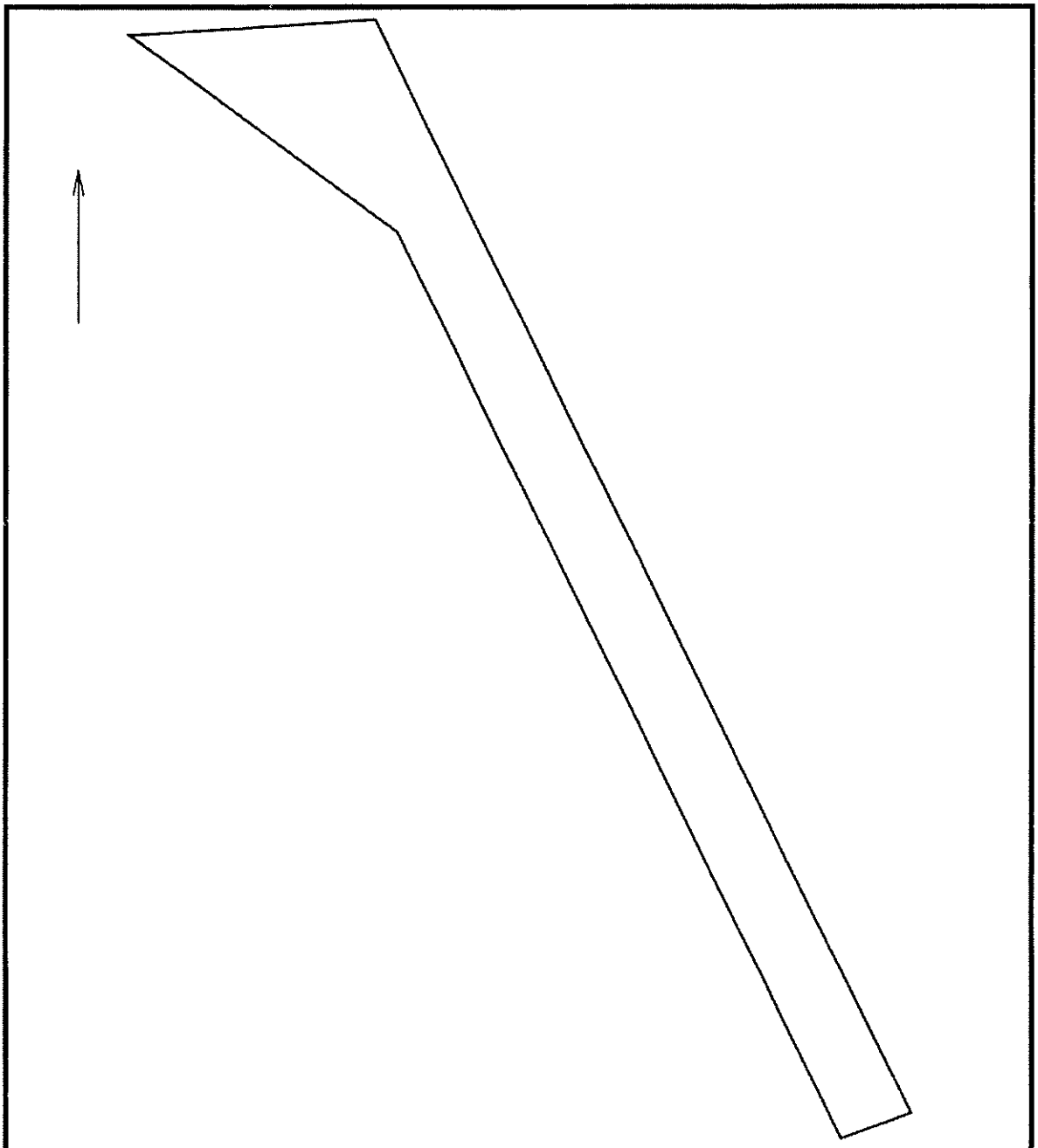
BRITTAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING
(817) 926-0211 - METRO (817) 429-5112
FAX No. (817) 926-9347
P.O. BOX 11374 • 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com

EXHIBIT MAP
OF
0.102 ACRE OF LAND
LOCATED IN THE
ALEXANDER F. ALBRIGHT SURVEY,
ABSTRACT No. 1849
SAGINAW, TARRANT COUNTY, TEXAS

NORTH

SCALE 1"=100'

G:CHAD/SAGINAW EAST CEMENT CREEK.dwg



Saginaw East Cement Creek - 0.102 Acre Albright Survey	9/16/2020
Scale: 1 inch= 26 feet	File: 0.102 Acre Albright Survey.ndp

Tract 1: 0.1024 Acres (4462 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/358283), Perimeter=585 ft.

01 s26.1203e 247.11
02 s70.0357w 15.09
03 n26.1003w 205.00
04 n54.0803w 67.66
05 n86.1917e 50.42

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (4)(d)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action regarding setting date for Public Hearing for Update to Land Use Assumptions, Capital Improvements Plan, and Water Impact Fees

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BACKGROUND/DISCUSSION:

As part of the impact fee adoption process, a public hearing is required to be held. The date of the public hearing must be advertised 30 days in advance of the public hearing. The anticipated impact fee adoption schedule is attached.

FINANCIAL IMPACT:

N.A.

RECOMMENDATION:

Staff recommends setting the date for the public hearing for the update to the Land Use Assumptions, Capital Improvements Plan, and Water Impact Fees for the January 5, 2021 City Council Meeting.

ATTACHMENTS:

Description

Proposed Schedule

WATER IMPACT FEE ADOPTION SCHEDULE

	Action Item	Responsible Party	Date
1	Complete Draft Water Impact Fee Study Report for Staff Review	KHA	September 9, 2020
2	Council Meeting to Set Public Hearing Date - Land Use Assumptions and Water Impact Fee CIP Amendment	Council, KHA, Staff	November 17. 2020
3	*Advertisement to the newspaper*	Staff	November 26, 2020
4	Advertise Public Hearing Date - Land Use Assumptions and Water Impact Fee CIP Amendment	Newspaper	December 3, 2020
5	CIAC Review of Land Use Assumptions and Water Impact Fee CIP	CIAC, KHA, Staff	November 10, 2020
6	CIAC Submit Written Comments to Council (on or before this date)	CIAC	December 29, 2020
7	Council Public Hearing - Land Use Assumptions and Water Impact Fee CIP Amendment	Council, KHA, Staff	January 5, 2021
8	Council Approval - Hearing and Adoption of Impact Fee Amendment	Council, KHA, Staff	January 5, 2020

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (4)(e)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding Acquisition of a Permanent Drainage Easement at 400 Opal Street

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BACKGROUND/DISCUSSION:
The City's Capital Improvement program includes drainage improvements for E. Cement Creek. The project is under design by Kimley-Horn and Associates, Inc. and is nearing design completion. The design requires that the City obtain three Permanent Drainage and Utility Easements for properties along Opal Street.

On July 7, 2020 City Council authorized an agreement with Tom Kaiser, MAI, a Real Estate Appraiser, to perform appraisals for the three easement to determine the value of the taking. One of the easements is on Lot 10, Block 1, Rancho North Addition (400 Opal Street) owned by Jeffery and Lisa Crago . Mr. Kaiser determined that the value of the taking with damages for the Crago's property is $4,600.

Staff met with Mr. Crago to review the offer. After negotiations with Mr. Crago a final offer of $5,500 was made. Staff recommends that the offer be accepted to avoid additional costs with negotiations and the potential for condemnation.

FINANCIAL IMPACT:
The Fiscal Impact is $5,500. Funding is available in the Drainage Fund, Account 14-7000-00, Capital Outlay/Special Request.

RECOMMENDATION:
It is recommended that the offer of $5,500 to Jeffery and Lisa Crago for a Permanent Drainage and Utility

Easement on Lot 10, Block 1, Rancho North Addition to serve E. Cement Creek Drainage Channel project be authorized and that the easement be accepted and filed for public record.

ATTACHMENTS:

Description

Easement Document

Easement Appraisal

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

CITY OF SAGINAW
PERMANENT DRAINAGE & UTILITY EASEMENT

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS

COUNTY OF TARRANT

THAT, **JEFFERY L. CRAGO (Grantor),** of the County of Tarrant, State of Texas, for and in consideration of ONE DOLLAR, and other good and valuable considerations paid by the City of Saginaw (Grantee), a municipal corporation of Tarrant County, receipt of which is hereby acknowledged, does hereby grant, bargain and convey to said City, its successors and assigns, a **PERMANENT DRAINAGE & UTILITY EASEMENT** and the right to construct, reconstruct and perpetually maintain drainage and utilities, together with all necessary appurtenances thereto, and with the right and privilege at any and all times, to enter said premises, or any part thereof, as is necessary to the proper use of any other right granted herein, and for the purpose of constructing, reconstructing and maintaining said drainage and utilities, and for making connections therewith, in, upon and across that certain tract or parcel of land in Tarrant County, Texas, being described as follows:

EXHIBIT "A" and "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the City of Saginaw, its successors and assigns.

WITNESS OUR HANDS, this the ____ day of _____, 2020.

_____
JEFFERY L. CRAGO

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared, **JEFFERY L. CRAGO (Grantor),** 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 considerations therein expressed, and in the capacity therein stated.

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

_____
Notary Public in and for The State of Texas
Commission Expires:

EXHIBIT "A"

PERMANENT DRAINAGE & UTILITY EASEMENT
LOT 10, BLOCK 1, RANCHO NORTH ADDITION
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

BEING a 0.036 acre of land located in Lot 10, Block 1, Rancho North Addition, to the City of Saginaw, Tarrant County, Texas, according to the plat recorded in Volume 388-25, Page 36, of the Plat Records of Tarrant County, Texas. Said 0.036 acre of land being particularly described by metes and bounds as follows:

BEGINNING at a point lying in the East boundary line of said Lot 10, lying in the West right-of-way line of Opal Street, and said Point of beginning being located S 00°57'46" E 115.59 feet from a ½" iron rod found at the Northeast corner of said Lot 10;

THENCE S 00° 57' 46" E 7.92 feet, along the East boundary line of said Lot 10 and the West right-of-way line of said Opal Street, to a point at the Southeast corner of Lot 10;

THENCE along the South boundary line of said Lot 10 and the North line of an existing Drainage and Utility easement according to the deed recorded in Volume 388-49, Page 56 of the Plat Records of Tarrant County, Texas as follows:

1. NORTHWESTERLY 104.52 feet, along a curve to the right, having a radius of 215.00 feet, a central angle of 27° 51' 18", and a chord bearing N 58° 33' 07" W 103.50 feet, to a point at the end of said curve;

2. N 45° 31' 02" W 46.50 feet, to a point at the Southwest corner of said Lot 10;

THENCE N 00° 57' 46" W 41.96 feet, along West boundary line of said lot 10, to a point at the Northwest corner of Lot 10;

THENCE S 87° 39' 00" E 10.02 feet, along the North boundary line of said Lot 10, to a point;

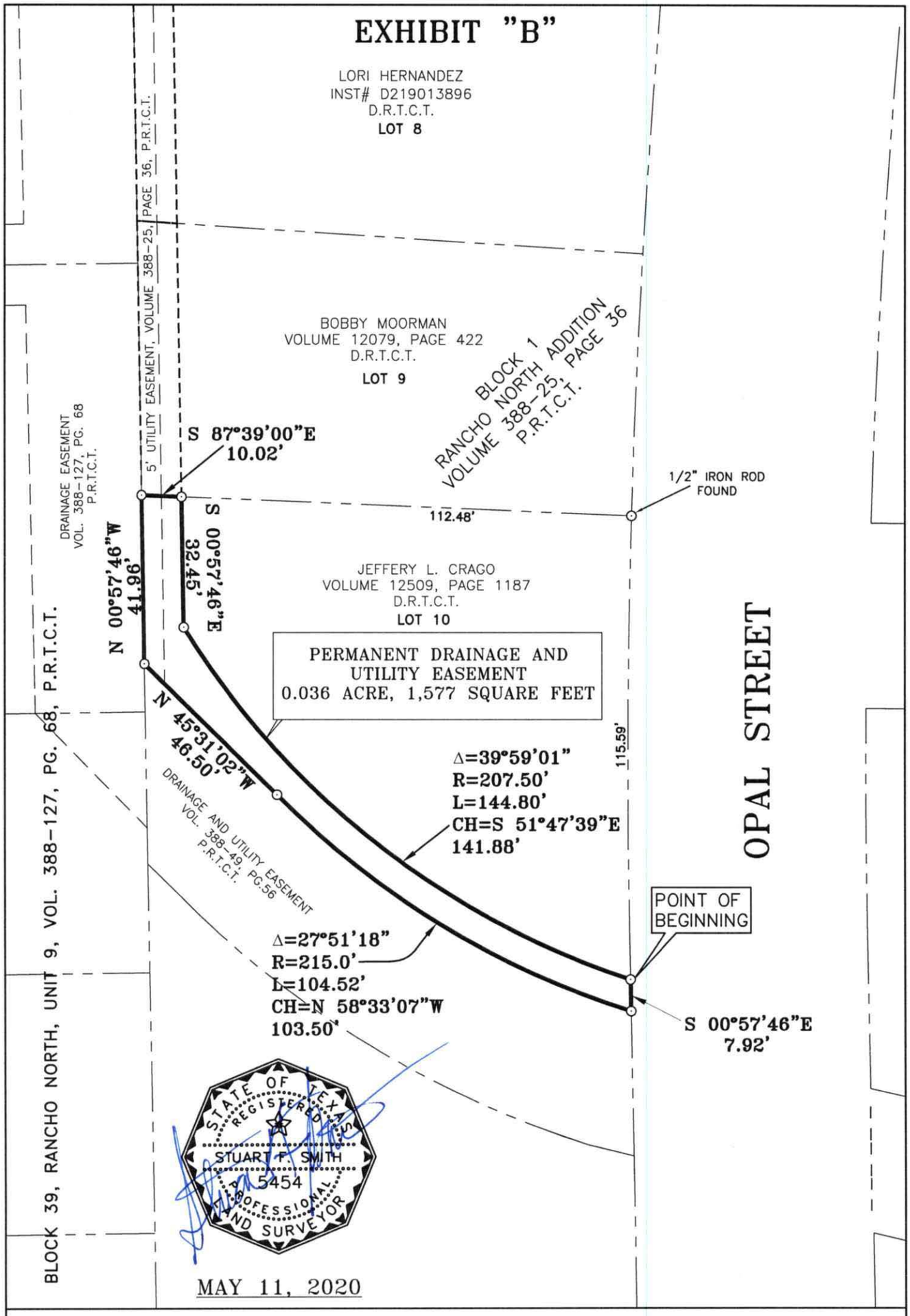
THENCE S 00° 57' 46" E 32.45 feet, along a line 10 feet East of and parallel to the West boundary line of Lot 10, to a point at the beginning of a curve to the left;

THENCE SOUTHEASTERLY 144.80 feet, along said curve to the left, having a radius of 207.50 feet, a central angle of 39° 59' 01", and a chord bearing S 51° 47' 39" E 141.88 feet, to the POINT OF BEGINNING containing 0.036 acre (1,577 square feet) of land.



May 11, 2020

EXHIBIT "B"



MAY 11, 2020

TARRANT COUNTY, TEXAS
SAGINAW EAST CEMENT CREEK

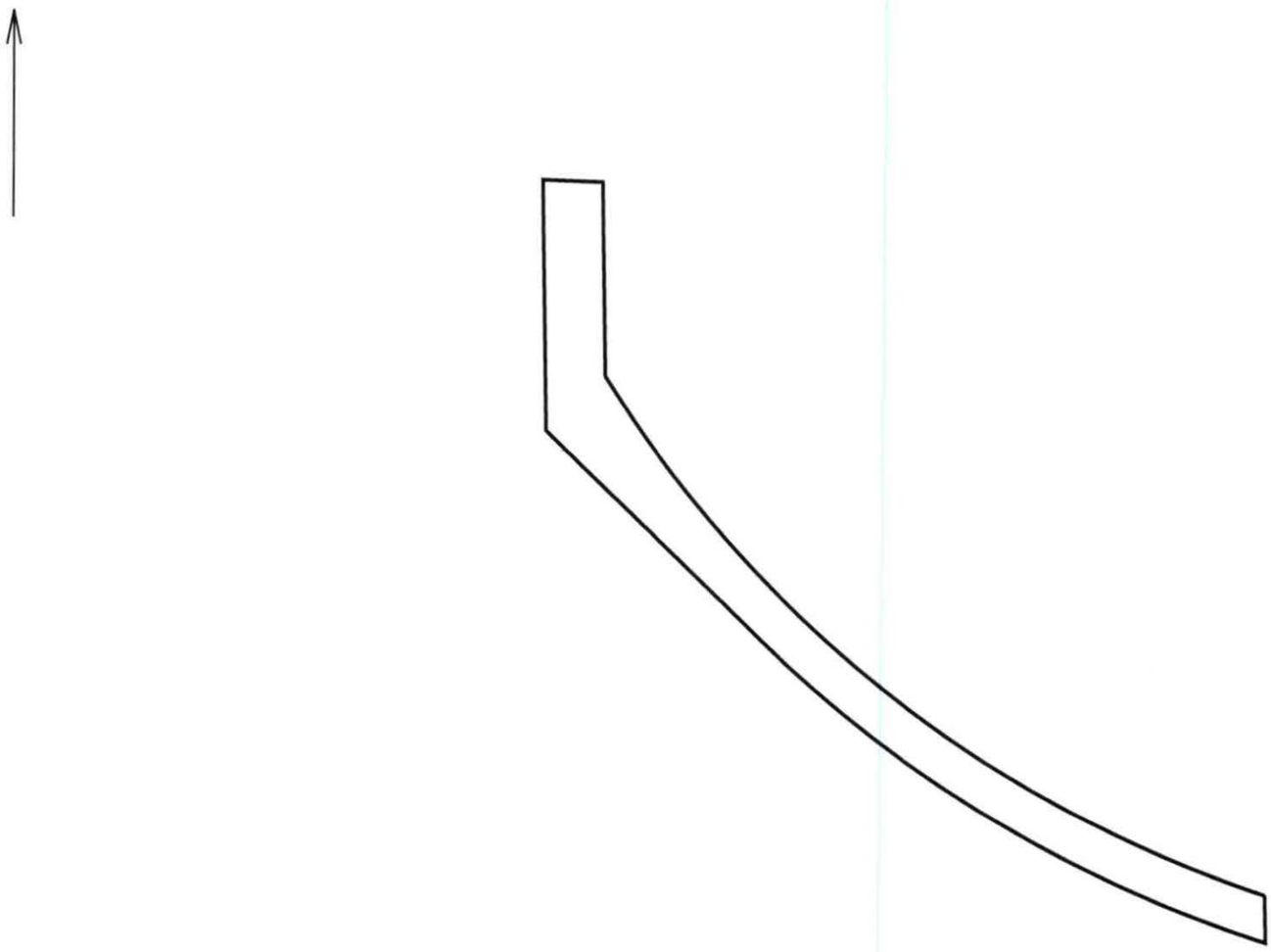
BRITTAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING
(817) 926-0211 – METRO (817) 429-5112
FAX No. (817) 926-9347
P.O. BOX 11374 • 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com

PERMANENT DRAINAGE AND UTILITY EASEMENT
0.036 ACRE OF LAND
LOCATED IN
LOT 10, BLOCK 1
RANCHO NORTH ADDITION
SAGINAW, TARRANT COUNTY, TEXAS

NORTH

SCALE 1"=30'

G:CHAD/SAGINAW EAST CEMENT CREEK.dwg



	5/13/2020
Scale: 1 inch= 29 feet	File: LOT 10 RANCHO NORTH.ndp

Tract 1: 0.0362 Acres (1577 Sq. Feet), Closure: s29.2640w 0.01 ft. (1/54272), Perimeter=388 ft.

01 s00.5746e 7.92
02 Rt, r=215.00, delta=027.5118, chord=n58.3307w 103.50
03 n45.3102w 46.50
04 n00.5746w 41.96
05 s87.3900e 10.02
06 s00.5746e 32.45
07 Lt, r=207.50, delta=039.5901, chord=s51.4739e 141.88

Real Estate Appraisal

Permanent Easement Taking
Drainage and Utility Easement
at 400 Opal Street
Saginaw, Texas

Lot 10 Block 1 Rancho North Addition
City of Saginaw
Tarrant County Texas

Owner:
Jeffery L. Crago
Lisa S. Crago

For:
Rick Trice P.E.
Director of Public Works & Community Development
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

By:
Tom Kyser, Appraiser
1412 Texas Street
Fort Worth, Texas 76102
(817)332-4428

TOM KYSER, APPRAISER
1412 TEXAS STREET
FORT WORTH, TEXAS 76102
(817) 332-4428

July 29, 2020

Rick Trice, P.E.
Director of Public Works and Community Development
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

Subject: Compensation due for a drainage and utility easement. The taking is located on south side and west side of property at 400 Opal Street, Saginaw, Texas (Lot 10 Block 1 Rancho North Addition, Saginaw, Tarrant County)

Dear Mr. Trice,

As requested, I have completed the following appraisal on the above referenced property. Compensation is based on a value of the taking as part of the whole property. The taking parcel is too small and too narrow to be considered as a separate economic unit in this market area. This methodology is used to comply with state law regarding eminent domain acquisitions. Compensation and methodology are further explained in the *Scope* section of this report. The property is appraised as "land only" with an allocation for improvements (if any) within the permanent easement area. Compensation is estimated at the following amount.

********** *$4,600.00* **********

The property was valued as of the date of inspection, July 29, 2020. No title report or environmental study was furnished to appraiser. Normal utility easements, only, were assumed unless indicated in the report. Value estimates and conclusions are subject to the Special Conditions, Assumptions and Limiting Conditions, Certification, and Disclaimer, in this report. In my opinion, this report has been completed in accord with the Uniform Standards of Professional Appraisal Practice (USPAP).

Sincerely,



Tom Kyser, SRA MAI

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SPECIAL CONDITIONS OF VALUE

1. The easement taking was valued as part of the whole property site which is considered the "larger parcel" which is a legal term that denotes a typical economic unit in this market area. This was done to comply with state law regarding eminent domain acquisitions and is the basis for compensation in this report. Methodology is further explained in the *Scope* section of this report. *Property value and compensation are based on "land value" only. The fencing on the rear of the site (along the new easement) will be replaced by the City or its contractor after completion of construction. In addition, the easement area will be re-sodded with grass by the contractor and fence between properties will be repaired or replace by the city or its contractor. Pipe fencing to replace the portion within the new easement and extending to the proposed fence along the new easement wall will be included in the compensation as a special damage.*

2. Persons with an interest in this property are advised to contact the U.S. Army Corps of Engineers concerning any potential wetlands and possible use restrictions. This information is not generally readily available to appraisers. This property is assumed to be unaffected by the existence of any endangered species that would create limitations on property utilization and or have an adverse effect on value. Appraiser was furnished no such information and is unaware of any such existence.

3. Valuation of the whole property is of the surface estate and no mineral interests are considered. City of Saginaw does not intend to purchase or affect any mineral interest potential of the subject whole property or taking area.

4. Data furnished by landowner, client or third parties regarding such issues as conditions, features or characteristics of the subject property, sales data and market area of the subject property are assumed to be accurate and were relied upon in the completion of this report.

5. This report is subject to special hypothetical conditions and assumptions which include the provisions of the laws of the State of Texas regarding eminent domain acquisition. These laws provide for hypothetical conditions such as not considering any project influence in the value of the whole property or acquisition parcel and valuing any remainder value, as if the public project has been completed. Certain factors of value are not considered in a remainder valuation, if they are considered "non-compensable" by State law. This type of appraisal is done in compliance with USPAP, under jurisdictional exception.

6. Value estimates and conclusions herein assume no tax rollback liability to current owner and no future special assessments, future platting fees or impact fees were considered in the estimate of compensation.

7. All affected utilities including any pipelines (if any) will be relocated as necessary at no expense to the landowner.

The above represent hypothetical conditions or extraordinary assumptions and values could be different if these were not considered.

ASSUMPTIONS AND LIMITING CONDITIONS

The legal description furnished is assumed to be correct. I, and collectively we as may be applicable hereafter, assume no responsibility for matters legal in character, nor do I render any opinion as to the title, which is assumed to be good.

The property is appraised on the basis of fee simple title conveyance to the purchaser and full cash payment being received by the seller. It is recognized; however, that purchaser will likely take advantage of the maximum available financing, and effects of such financing on the probable selling price have been considered.

I do not assume any responsibility for the condition of the property or the correction of any defects now existing or that may develop in the future.

Sketches in this report are to assist the reader in visualizing the property. I have made no survey of the property and assume no liability in connection with such matters.

I believe the information contained in this report which was furnished by others to be reliable but assume no responsibility for its accuracy.

The appraisal of this property has been made assuming responsible ownership and management, and if applicable, aggressive marketing effort.

Possession of this report or a copy thereof, does not carry with it the right of publication, nor may it be reproduced in whole or in part, in any manner, by any person, without written consent of the appraiser.

One or more of the signatories of this appraisal report is a member or candidate of the Appraisal Institute. The bylaws and regulations of this organization require that each member or candidate control the use and distribution of each appraisal report signed by the member or candidate. Therefore, except as provided hereinafter, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, portions of this report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this report. This particularly includes valuation conclusions, identity of appraiser, or the firm with which he is connected.

I am prepared but not required to give testimony or submit to attendance in court by reason of this appraisal with reference to the property in question, unless prior additional arrangements are made.

If applicable, the distribution of total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuation for land and improvements must not be used in conjunction with any other appraisal and is invalid if so used.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of this property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

Unless noted otherwise in this report, subject property is assumed to be clear of soil contamination, from sources within or without the property. Improvements are also assumed clear of environmental contamination and hazardous materials, including asbestos. This property is also assumed clear of any wetlands restrictions as might be imposed by the U.S. Army Corps of Engineers. Wetlands are not always confined to low areas, and wetland information is generally not immediately available to appraisers. The property is also assumed to be free of any adverse restrictions created by endangered species. No such information was made known to appraiser.

Appraisal is of real property only, and does not include any increments for business value, going concern value, leasehold or leased fee values, good will, value in use, or any personal property values.

My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

See previous Special Conditions.

DISCLAIMER

All users of this report are hereby advised that appraiser(s) is not a qualified inspector of such items as pest/termite damage or infestation, soil and subsoil conditions, soil contamination, drainage, foundations, structures, plumbing systems, electrical systems, septic tanks and lateral systems, appliances, electrical or electronic equipment, mechanical equipment, roofs, swimming pools and related equipment, wells, or the presence of potentially hazardous materials such as radon, asbestos, urea formaldehyde or lead based paint. Unless otherwise stated, all component parts are assumed to be serviceable and appraiser(s) assumes no liability for their adequacy or proper function. Potentially hazardous substances or conditions, unless otherwise noted, are assumed not to be present within or without the property limits. Persons with an interest in the property are advised to investigate such items to their own satisfaction, and the assistance of qualified experts in such matters is recommended. Due to normal building tolerances, dimensions of the improvements may have been "squared" in order to calculate building or living area. In most areas, new, and in some cases older, improvements are required to have smoke/fire detection devices, and appraiser(s) assumes and recommends compliance with such requirements. If a private water system, water well or private sewage or septic system are utilized with the property, their compliance with all applicable health codes is assumed, including plugging of abandoned wells. This property is assumed to comply with legislation requiring security devices (door locks, window latches, etc.).

Unless noted otherwise in this report, subject property is assumed to be clear of environmental contamination, from sources within or without the property. Users of this report are advised that appraiser has been furnished no environmental report of any type. Appraiser is not a qualified environmental expert. Persons with an interest in this property are advised to investigate environmental concerns, using qualified personnel.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of this property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

This property is assumed to be unaffected by the existence of any endangered species or wetlands that would create limitations on property utilization and or have an effect on value. Appraiser was furnished no such information and is unaware of any such existence.

SCOPE OF APPRAISAL

The subject whole property site has 11,262 square feet of area according to Tarrant Appraisal District which is assumed to be correct. Property is located at 400 Opal Street in Saginaw. The property has 124 feet of frontage on Opal Street and extends 122.50 feet to the west. The shape of the site is irregular but not adversely so. The rear of the site follows the creek and existing drainage easement that extends on an arc and connects to Opal Street on the south side of property. The whole property site is improved with a house and garage and related improvements. There are three metal storage buildings, pipe fencing and landscaping (storage buildings are considered personal property of the owner).

The taking is a permanent easement acquisition that varies from 7.92 feet on the south end to 10.02 feet on the north. The only improvements in the easement area are a native grass lawn and pipe fencing. The city will replace the lawn inside the new drainage easement wall with sod over a retention pad to insure new growth. The rear fence will be replaced with a new fence along the rear of the site at the top of the proposed easement wall, by the city's contractor. The cost to extend a portion of the pipe fencing on the south side of the easement to the new fencing along the easement will be included in the compensation for this acquisition as a special damage. The main improvements on the property are well removed from the taking area and will be unaffected. The property and taking will be valued, therefore, as "land only". The taking is too small and too narrow to be considered as an economic unit in this market area so value of the area will be based on the unit value of the whole property. This type of valuation is done in order to comply with state law regarding eminent domain acquisitions. Surveys of the proposed takings and the survey of the whole property are included in the Addenda of this report.

The taking was first physically inspected to determine nature and type of property. The property owner was contacted, and the owner was present at the property inspection. Other sources of property information may include property owner, plans, specifications, public records, city offices, county offices, FEMA flood hazard maps, Texas Department of Transportation (TxDOT), appraisal district and tax offices. Market data sources may include multiple listing services, other appraisers, brokers, buyers, lenders, appraisers' own files, and various data services. Area description data was mostly from city offices, county offices, chambers of commerce, and North Central Texas Council of Governments.

Appraiser applied the sales comparison approach to value the whole property site. Comparable sales were used in a direct comparison to the site to estimate the value of the property as of the date of taking. This approach is the most common technique used in land appraising. The use of other approaches was not judged realistic for the type property involved. Value of the easement taking and the remainder are discussed further in the respective sections of this report.

Kim Hartt provided research and writing assistance in the completion of this report.

CERTIFICATION

I (and "we", as applicable) certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. This assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, and with the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute, relating to review by its duly authorized representatives.

I have not performed an appraisal or any other real estate service regarding this property within three years prior to the acceptance of this assignment. I have made a personal inspection of the property that is the subject of this report.

Kim Hartt provided significant real property appraisal assistance to the person signing this report.

As of the date of this report, appraiser has completed the continuing education requirements of the Appraisal Institute.

My analyses, opinions, and conclusions were developed, and this report prepared, in conformity with the rules of the Texas Real Estate Commission, and the Texas Appraiser Licensing and Certification Board; and I am certified by the Texas Appraiser Licensing and Certification Board as General Real Estate Appraiser, Certificate Number TX-1320755-G.



Tom Kyser, SRA MAI

APPRAISAL REPORT

This appraisal report is intended to comply with reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an "Appraisal Report" As such, it presents information for the assumptions, hypothetical conditions, limiting conditions, information analyzed, appraisal procedures followed, and the reasoning and analyses that were used in the appraisal process to develop opinions, conclusions, and estimates of value. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

PROPERTY RIGHTS APPRAISED

Surface estate (land) was valued in fee simple. Fee simple title is the highest form of land ownership subject only to police powers and escheat.

Permanent easement rights are typically needed for a specific and limited use and reflect a partial interest in the property. Permanent easements restrict the use of the easement area and allow the permitted use to the easement holder. Landowner retains the property and all remaining rights of ownership.

DEFINITION OF VALUE

Market value is defined by the State of Texas as follows:

"Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

PURPOSE/USE/USER OF APPRAISAL

Purpose of this appraisal is to estimate market value, as defined herein, as of the date specified, of a whole property and compensation due the owner for a permanent drainage and utility easement on that property. Use of the appraisal is to assist client, City of Saginaw, in acquisition of the easement rights in the specified area. Client, City of Saginaw, ordered this appraisal and is the intended user of this report.

TITLE AND SURVEY DATA

Appraiser was furnished with no whole property title report. The property has been appraised assuming good and transferable title, and the absence of any adverse easements whether above or below surface. Normal easements, only, were assumed, unless otherwise noted in the report (see Property Description). Survey of the whole property site was used for the area of the whole property and is assumed to be accurate. Client supplied the details and survey of the proposed easement.

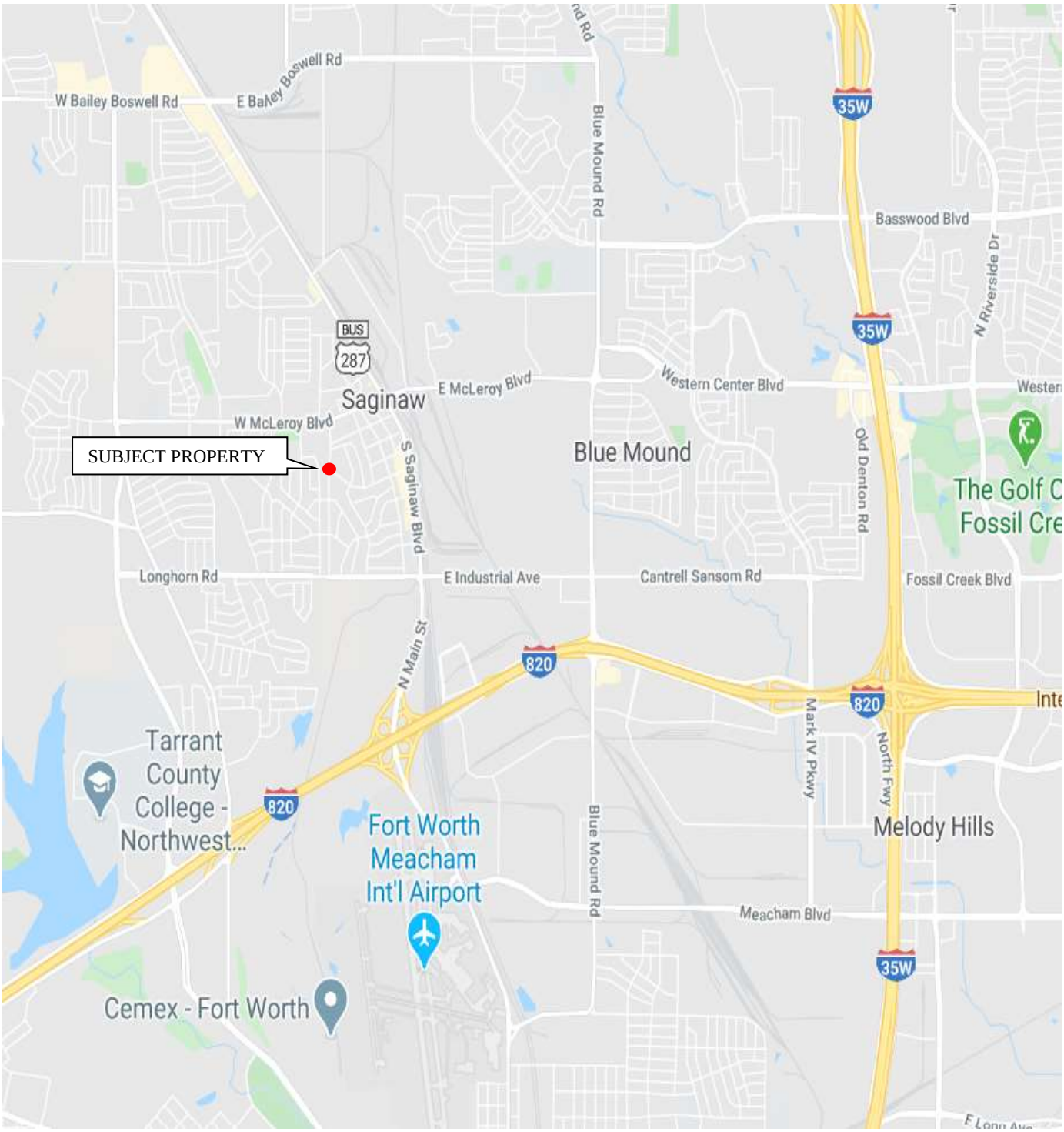
LOCATION

Subject property is located on the west side of Opal Street and at W. Southern Avenue. Street address is 400 Opal Street, Saginaw, Texas.

LEGAL DESCRIPTION AND PROPERTY IDENTIFICATION

The whole property is legally described as Lot 10, Block 1, Ranch North Addition to Saginaw, Texas.

LOCATION MAP



OWNERSHIP/SALES HISTORY

Subject property is owned by Jeffery L. Crago and Lisa S. Crago and has been since 1996. No purchase price or other data could be obtained in the normal course of business from any source. Property is not currently offered for sale, optioned or under contract.

OWNER CONTACT/PROPERTY INSPECTION

Appraiser contacted the owner by phone and requested an on-site inspection of the property. Property was inspected on July 29, 2020. Mr. Crago was present on this inspection.

EFFECTIVE DATES

All photographs of subject property were taken on July 29, 2020 which is the date of inspection and the effective date of value. The date of this report is also July 29, 2020.

LEASES

No leases were furnished to appraiser and none are known to exist on the site.

AREA AND NEIGHBORHOOD DESCRIPTION

Subject property is located in Saginaw, Texas. Saginaw is a small city in north Tarrant County, Texas and a suburb of Fort Worth. The close proximity to DFW Airport and other work centers in Fort Worth and Tarrant County are major economic influences of the city of Saginaw.

Saginaw is a small bedroom community that has a population of approximately 25,000 persons. Many of these residents commute daily to areas within the DFW to places of employment. Saginaw's top employer in the city is the local School district, Eagle Mountain-Saginaw I.S.D. It also has 2 major railroad lines, Union Pacific and BNSF running through the city. Saginaw is known for its "Train & Grain" heritage and claims it as the motto due to the railroads and two large flour mills located in the city limits.

According to local data sources the population density of Saginaw is 2,900 people per square mile. There were 7,315 housing units. The median household income is $75,617 and approximately 4% of the population were below the poverty line. The total land area of the city is 7.5 square miles. Major roadway through the city is Saginaw Main Street (Bus. U.S.287). Interstate 820 is the southern boundary and another major link to other parts of the metro-area. Even with the local employment, the City of Saginaw remains a "bedroom community" and is largely dependent on Fort Worth and Tarrant County.

Fort Worth is located in north central Texas, about 80 miles south of the Oklahoma border, and 30 miles east of Dallas. It began as a frontier military post in the mid-1800s, became a major livestock center, has since developed into a large city with a diverse economy, and is the county seat of Tarrant County.

City population ranges around 900,000. The county, including cities such as Arlington, Hurst, Euless, Bedford, Richland Hills, North Richland Hills, Haltom City, Keller, Benbrook, White Settlement and several others, approaches 1,850,000. Fort Worth operates under an elected mayor-council system, which appoints a city manager as chief administrative official. County government consists of an elected commissioners' court (4 precinct commissioners plus a county judge) presided over by the judge.

Fort Worth offers typical large city services. There is a city water and sewer department, public transportation, police department, fire department, library system, and trash collection. Electricity, telephone, cable television, and natural gas are supplied by private utilities. The city has zoning ordinances and building codes. Less visible is a large administrative staff that deals in areas of real estate planning and development, real property management, engineering, legal, various welfare programs, public health, parks and recreation, personnel, finance, etc. Taxes and fees have generally increased during the past several years. Transportation facilities, to serve business and individual, are considered adequate. The Dallas-Fort Worth airport is supplemented by several small airports. Rail is available in many areas. Private transportation and express companies are well distributed. Three interstate highways (IH20, IH30, IH35W) serve the city, as well as numerous state and federal highways. Several of these major roads have been recently expanded, with more planned.

The county provides police protection (sheriff's department) and road maintenance in unincorporated areas. They do not provide utility services. There is a county managed public hospital. Other county functions include maintenance of public records, court system, jail operations, some welfare administration, and tax collection.

Development in Fort Worth spread from the central business district in most directions not having physical limitations. Old neighborhoods, both residential and otherwise, generally have inner city locations. During the past 20 years, most but certainly not all growth has been to the north, west and southwest. Growth to the extreme west is limited by a few large landowners with no motivation to sell. The far east side has physical factors, in the form of flood plain from several streams, which hinder expansion. The abutment of other cities, many of which have had rapid growth themselves, limits Fort Worth development.

Many individuals relocating here from other large cities feel a small-town atmosphere exists. Over the years, the city has managed to attract or retain many large business residents. Employees are satisfied that this is a desirable city in which to live. There are adequate restaurants. Shopping is convenient to most neighborhoods and consists of several large malls and various neighborhood centers. Just west of the downtown business district is a cultural district that includes a science museum and three art museums, and two live theaters. Nearby is a city owned zoo and botanical garden. Two convention centers are located in or near the business district. Major league football, basketball, and baseball teams play in Dallas and Arlington. Fort Worth is proud of its western heritage and annually hosts the Southwestern Exposition and Fat Stock Show. The old stockyards area in north Fort Worth has been restored and has become a significant tourist attraction.

Outdoor recreation is available from public parks interspersed around the city, public golf courses, several private country clubs, and about eight nearby lakes. Amusement parks are located in Arlington.

Public education is provided by the Fort Worth Independent School District and numerous other districts. School districts do not follow city jurisdictional lines and there is considerable overlap. Several private schools, some church affiliated, are available, and charge tuition. A county junior college system has three campuses located around the city. Texas Christian University, Southwestern Baptist Theological Seminary, Texas Wesleyan University, and Texas College of Osteopathic Medicine are located in Fort Worth. The University of Texas at Arlington and University of North Texas (Denton) are within easy commuting distance. Both are large, state supported colleges. Other private and public colleges are located in Dallas. School taxes have shown steady increases.

In the near south side of the city is an extensive medical district. There are about five large hospitals, including a specialized children's unit. Physicians are available to deal with most health problems. This district is used extensively by residents of nearby counties. Nursing and retirement facilities are available to suit a range of income levels.

The economic base of the city is varied. Fort Worth, in its early years, had an agricultural economy. It became a major meat packing and livestock trading center and was home to national packing companies (Swift, Armour, etc.). It was also a farming center and several grain storage facilities still exist. Beginning about World War II, the economy began to move away from agriculture.

Major sources of employment are now diverse. In and around Fort Worth, defense related industry had significant growth. These employers included Lockheed Martin, Bell Helicopter, and Carswell Joint Reserve Base. Industrial districts of various sizes are located around the city, but principal industrial centers are in north and south Fort Worth. Employers range from small local concerns to major, national corporations. Their products range from warehousing/distribution through heavy manufacturing of such goods as railcars and oil well equipment.

After the war, Fort Worth served as district or regional headquarters for several major oil companies and was also the home for many independents. Oil and gas activity generally increased up until the mid-1980's, after which it sharply declined. A large part of the "energy employed" have relocated into other fields. Recent increases in petroleum prices are reversing these growth trends but most regional and other headquarters of these companies are not likely to move to Tarrant County again.

Government is a large employer in Fort Worth. Many federal agencies are housed in the downtown Fritz Lanham Federal Center. District offices are maintained by the Internal Revenue Service, U.S. Army Corps of Engineers, Department of Agriculture, Commerce Department, General Services Administration, and Housing and Urban Development. These districts may administer a multi-state area. Numerous other bureaus also office here. The federal courthouse is the location of the north Texas federal court system, as well as the Justice Department and other legal and law enforcement entities. The Federal Aviation Administration has offices in north Fort Worth. In south Fort Worth, a large supply and storage depot is used by several government departments. In addition to city and county government, the state is also a significant employer. The Texas Department of Transportation maintains a multi-county district headquarters.

Private sector employment is diverse, ranging from small, locally owned businesses to major corporations. Well known companies include Miller Brewing, Tandy Corporation, American Airlines, Burlington Northern Railroad, General Motors (in Arlington), and the above defense contractors. Other large firms are Trinity Industries, American Manufacturing, Halliburton, Harbison Fischer, and Alcon Laboratories.

According to Texas Real Estate Research at Texas A and M University the residential real estate market in Fort Worth and surrounding markets leveled off in 2011-2012. This is in spite of the rapid growth of Fort Worth (40%) and Tarrant County (20%) in the last 15 years. Average home sales prices had leveled at $135,000 which is slightly higher than in 2000. Recently the residential market has started to improve with signs of growth in 2013 through 2018. Some leveling has recently been reported but most brokers indicate that this is due to diminished supply. Multi-family has faired well in the Fort Worth market area. Multi-family stands at near 95% occupancy with rental rates averaging at $.89/sf. Over 500,000 units have been built in north Texas since 2000. Office has been a slow market item for a number of years due to over-building is past years and changes in the nature of office work in general. Over-all vacancy is at 12%. Class “C” space, the largest grouping, is near 15%. Retail has improved since the downturn in late 2008. 1.5 million square feet in now occupied but there is still 10% vacancy. All expect retail growth to be level to increasing and generally in line with residential and multi-family growth levels since most retail is neighborhood service related. Industrial is also slow. Little industrial absorption has occurred in the last few years with only 50,000 square feet absorbed in the entire market area. Most of this is build-to suit and not spec space. Vacancy is at or near 10% in most sectors although this has to be factored with the slow industrial growth in

the last 15 years. Limited sales of industrial lots have been found in research of the general market area and immediate area of the subject as well. Industrial parks report similar slow growth. Sectors of lower land costs and owner-occupied properties in mixed use areas make up most of the recent growth according to brokers and developers.

The most significant commercial development of the general area was the development of Alliance Airport in 1988 and the ensuing development of Alliance Texas, a 17,000-acre, master planned development that includes office, manufacturing, distribution, industrial and commercial development. The airport is an industrial airport that operates on a full-time basis. In 1995, the Burlington Northern Santa Fe Railroad Company (BNSF) headquarters move into the area. Other developments in the area include Alliance Commerce Center, Alliance Advance Technology Center. Both centers have a large number of high-tech companies ranging from aerospace related companies to government entities such as FAA and City of Fort Worth facilities. The United States Bureau of Engraving and Printing has a mint facility located at 9000 Blue Mound Road.

Other development in the north sector includes the BNSF Intermodal Facility that was developed and covers 735 acres of land. Many related companies have warehouses in and near the area to utilize the facility including J.C. Penney, Fed Ex, Maytag and others. Alliance Crossing is a 170-acre retail and mixed-use development center developed recently. Alliance Town Center is another retail center recently completed. Kroger, J.C. Penney and Best Buy anchor this center. Other mixed-use developments include Presidio Towne Crossing which is developed with multi-family, retail and restaurants. Other than the largest developments, many smaller centers and users have developed around the expanding residential base that has grown since the 1990's.

The outlook is somewhat positive for the foreseeable future even with the recent slowdown caused by the corona pandemic. The expectation is still that the slow economic outlook will be temporary especially considering the expected growth of the city and county. Tarrant County and Fort Worth have recorded substantial growth in the last few years and most expect this growth to continue even though sales volumes have obviously slowed. Median price ranges of all types of properties have increased including entry-level housing.

The attached chart indicates the growth in the recent past of all property types in the north Tarrant County area and Saginaw.

Historic Sales Prices -Saginaw/N. Tarrant Co.

(All Property Types)

Thomas Kyser
Kyser & Ondo, Appraisers

Office: (817) 332-4428
kando1134@sbcglobal.net



PROPERTY DESCRIPTION (SITE)

The subject whole property site is located at 400 Opal Street in Saginaw. The lot sits at the north and east side of a drainage channel that extends in an arc shape from the street to the northwest. According to a survey of the property furnished by the client, the site has 124 feet of frontage along the west side of Opal Street and is 122.8 feet deep along the north side of the site. The site has irregular shape but not adversely so. There is a total of 154 feet along the easement at the rear and side of the property. The total area of the site based on the survey is 11,262.42 sf or .259 acres. The property is mostly level with sloping at the rear toward the existing drainage easement. The site has no flood terrain per F.E.M.A. maps and is zoned "SF-2" Residential. The zoning allows for single-family sites that are restricted to a minimum of 7,200 sf. Site has all utilities.

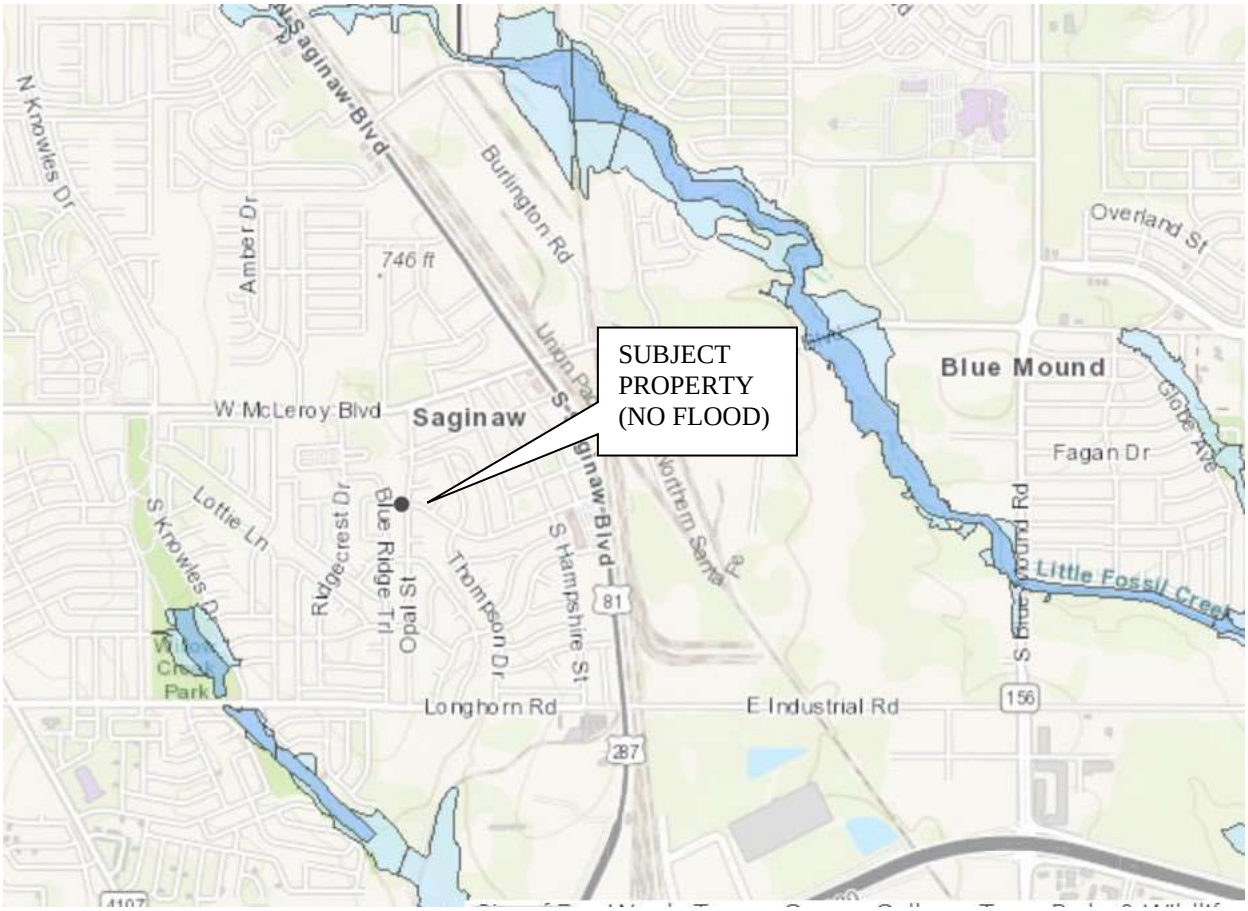
The proposed drainage/utility easement is a smaller land tract that would not have utility as a separate unit so its optimum value would be as part of the whole property. Valuation of the proposed easement is discussed in the Part Taken section of this report. This methodology is required to comply with state law regarding eminent domain acquisitions. Area of the proposed easement is 1,577 square feet.

The major improvements are not affected by this taking but cost to restore the pipe fencing on the south side of the site is included in the compensation. Fencing along the rear will be replaced by the city or its contractor and easement area inside the fencing will be re-sodded with native grass.

Storage buildings on the property are considered personal property and are not included in this valuation

See following flood hazard map and photos for description. Plats and surveys are included in the Addenda of this report.

FLOOD MAP


SUBJECT PROPERTY (NO FLOOD)
N Knowles Dr
S Saginaw Blvd
Burlington Rd
Amber Dr
746 ft
Overland St
Blue Mound
W McLeroy Blvd
Saginaw
Fagan Dr
Lottie Ln
Ridgecrest Dr
Blue Ridge Trl
Opal St
Thompson Dr
S Hampshire St
Saginaw Blvd
81
Little Fossil Creek
Longhorn Rd
E Industrial Rd
287
156
Park

N

PHOTOGRAPHS



1. View of whole property from Opal street looking northwest



2. Rear view of property looking east from existing easement



3. View of taking area northwest from the south end of the site



4. View of taking area from northwest side of property looking southeast along existing drainage easement

AERIAL PHOTO



HIGHEST AND BEST USE

Highest and best use is that program of utilization that results in the highest present value. Any such use should be legal, physically possible, economically feasible, likely to occur and of maximum productivity. The concept applies both to unimproved land and improved property. Land is always valued as if unimproved and ready to be put to its highest and best use. Improvement value is measured by its contribution to the whole.

Physically, the subject property is a typical residential site with an existing drainage easement on two sides of the property. There are no flood issues on the property and the site is level and slopes at edge to the drainage/utility easement. The property has all utilities at the site. Soil types are conducive for development based on the surrounding properties.

Legally the site is zoned "R-2", a zoning that allows medium density, single family uses. No deed restrictions were found that would negatively affect the residential use of the site. The site is impacted by typical utility easements and the existing drainage easement at the rear of the property.

Feasibly, the market supports active growth and new development in the city and sales of existing homes continues even with the recent slowdown caused by the pandemic. Alternative uses for the site are unrealistic and most would be precluded by the zoning. The highest and best use of the site and the most likely use would be as a residential site consistent with the current zoning.

The improved property is not valued in this report, but improvements appear to contribute to the value of the site and, as such, reflect the highest and best use of the property as improved.

VALUATION

Normal approaches to value are the cost, market data or sales comparison, and income approaches. Land is typically valued from market data, where other sales of land tracts are compared to a subject, differences are recognized, and the sales reconciled into a value estimate. This approach is also applicable to improved properties. The cost approach employs replacement costs of improvements, from which are deducted accrued depreciation. Land value and net improvement values are added for a value estimate from the cost approach. The income approach is an investor technique, where net income from real estate is derived, then capitalized or processed under discounted cash flow methods, to arrive at a value indication. In this report, the cost and income approaches were not used, and land was valued from sales comparisons and market data.

EXPOSURE TIME

Marketing time is the prospective length of time during which a sale may occur, after the date of value. Exposure time is the retrospective time during which a property would have been on the market to sell at the estimated value, at the date of value. Marketing time is a future projection, while exposure time occurs prior to date of value. The exposure time for the subject property is based on the marketing times of sales, and information from brokers, market participants (buyers, sellers), and statistical data. This data is expected to reflect the impact of supply and demand, general and local economic factors, and considerations for the future that would have affected price decisions at the date of value. In appraiser's opinion, this data would support an exposure time projection for the subject of approximately one year or less. Subject was valued as if it had been exposed on the market for such a time

LAND VALUATION

Land is generally valued by market data comparisons. At any point in time, the availability of current, similar sales is limited in a specific market area. The following sales were used to estimate value of subject whole property. Some may vary considerably in time, location, and physical features. Details about these sales are included on the following pages.

LAND SALE 1



Grantor:	Serene Alliance, LLC
Grantee:	Elwasella M. Hamdoun
Date of Sale:	7/9/20
Location:	356 Marble Creek Drive Fort Worth, TX
Recording:	D220164298 Tarrant County Deed Records
Price:	$7.22/SF
Size:	7,753 square feet/.1780 acres
Legal Description:	Trails of Fossil Creek Phase1, Blk LL, Lot 1, Tarrant County

This property is a slightly irregular corner lot but not adverse. It has 75.84 feet of frontage on the side south side facing Marble Creek drive and 100 feet of frontage on Fossil Springs Drive which is a two-lane entry road into the subdivision. Site is within a group of residential lots in this subdivision that are yet to be improved. The site has all utilities. It is zoned A-5 single family residential. Sale was cash to the seller with no minerals transferring with the sale. This land site is in north Tarrant county and within 5 miles of subject property.

LAND SALE 2



Grantor:	Anthony and Lee Ann Burdock, Trustee of Estate
Grantee:	Carolina Salgado
Date of Sale:	6/27/18
Location:	524 Greenvale Court, Saginaw
Recording:	D218165901 Tarrant County Deed Records
Price:	$5.32/sf
Size:	.2180 acres / 9,497 SF
Legal Description:	Commons at Willow Creek Block 2 Lot 33

This property is a cul-de-sac lot with 44.02 ft of frontage to Greenvale Ct. It is 115 ft. deep. The owner bought the lot with the intention to build. Zoning was "SF-4" Single Family Residential. No minerals were included in the sale. This area is not within a flood zone. Sale was cash to the seller.

LAND SALE 3



Grantor:	Chris Intharansy and Dawn Phim
Grantee:	James Hernandez
Date of Sale:	8/05/19
Location:	7313 Gillis Johnson Street, Fort Worth
Recording:	D219173619 Tarrant County Deed Records
Price:	$3.65/SF
Size:	14,525 SF
Legal Description:	Lake Crest Estates Unit 2 Lot 25 Block C

This property was vacant land on Gillis Johnson Street. Buyer intends to plat the site for development. It was bought with the intention to improve but was still vacant at time of report. The property had approximately 69.7 feet of frontage along Gillis Johnson Street. It is rectangular and approximately 208.4 feet deep. The site was zoned residential and located in north Fort Worth. The property has all utilities and no flood terrain. Sale involved no minerals and was cash to the seller.

LAND SALE 4



Grantor:	John L. Rodela
Grantee:	Daniel Olmos
Date of Sale:	10/5/18
Location:	6616 Gillis Johnson Street, Ft. Worth
Recording:	D218235313 Tarrant County Deed Records
Price:	$3.91/sf
Size:	12,782 square feet
Legal Description:	Lake Crest Estate Unit 2 Lot 3 Block X

This sale was located on the north side of Gillis Johnson St in a residential subdivision of north Fort Worth. The lot had a few trees with 70 feet of frontage and 208 feet of depth. The buyers intended use was to build a house. The zoning is residential (R-1). The property was not within any flood zone and had all utilities at the site. Sale was cash to the seller.

SALES MAP


SALE 1
SALE 2
SALE 3
SALE 4
SUBJECT PROPERTY
Avondale
Blue Mound
Saginaw
Lake Worth
Sansom Park
River Oaks
Lakeside
Fort Worth Nature Center and Wildlife Refuge
NAS Joint Reserve Base Fort Worth
Highway 287
N Saginaw Blvd
W Bailey Boswell Rd
WJ Boaz Rd
Robertson Rd
Ten Mile Bridge Rd
Jacksboro Hwy
NW Loop 820
NE Loop 820
North Fwy
Western Center Blvd
Meacham Blvd
Terminal Rd
NE 28th St
Golden Triangle Blvd
Heritage Trace Pkwy
Blue Mound Rd E
E Peden Rd
Eagle Mountain Lake
Lake Worth
Halton

Comparison of land sales or improved sales in any market area always depends on the amount of data (sales and listings) available for comparison. Comparisons of sales to extract adjustments is the most common method used but pure analysis of differences on that basis requires very similar data and adequate sales volume and most often that similarity and volume do not exist. Other supplemental and reliable techniques include anecdotal information from brokers, buyers and sellers, costs involved in certain remediation issues such as flood land or relocation of tanks or pipelines and catalogued adjustments from the files of the appraiser or other appraisers. All of these methods were considered or used in the analysis of the subject whole site value. The sales used in this analysis were all residential land sites that were generally similar in size and other features. The main factors of difference were location and size. The initial adjustment is typically change in a market or a time adjustment. Residential markets have dramatically improved over the past three years with sales showing measurable increases. The residential land market has been relatively stable for several years, but comparisons could support increases over the last two to three years. An adjustment of approximately 5% per year was used to adjust the sales for the market improvement between 2017 and 2019. Sales from 2019 and 2020 reflect a more stable market and no adjustments were made. Adjustment is based on the year of closing and not monthly. There is still ample land available for all types of uses in this market to offset large increases, but better locations appear to still be in demand.

The first sale was located in north Fort Worth near Saginaw and considered similar in terms of location. The site was similar in physical features, but its size was smaller. Smaller tracts tend to sell at higher unit prices as indicated when comparing this sale to the other sales, so a downward adjustment was made. This is justified based on economy of scale issues. The site was in Tarrant County and located in north Fort Worth.

The second sale was located in a similar location as our subject and was considered similar in size and physical features. The sale was adjusted upward for date of sale since the sale occurred in 2018. This was the only recent sale found in Saginaw.

Sale #3 was the sale of a site bought with the intention to build a home. It is also located in North Fort Worth, but the location was considered inferior based on comparison of the sales. The area is located due west of the Saginaw city limits but has no curbs and guttering and the homes in the area vary from older frame houses to mobile homes.

Sale #4 was the sale of a tract of land bought with the intention to build a home. It is also located in the same neighborhood as Sale #3 and a location adjustment was necessary. The sale also required a time adjustment since the sale occurred in 2018. Other features were similar and no other adjustments were necessary.

The following grid indicates the adjustments made to the sales used.

(Note: Adjustments made sequentially)

Subject	***Sale 1***	***Sale 2***	***Sale 3***	***Sale 4***
Price	*$7.22/sf*	*$5.32/sf*	*$3.65/sf*	*$3.91/sf*
Market/Time (current)	*07/20*	*06/18 +5%*	*08/19*	*10/18 +5%*
Terrain-level (no flood)	*Similar*	*Similar*	*Similar*	*Similar*
Location	*Similar*	*Similar*	*Inferior +45%*	*Inferior +45%*
Size 11,262 sf +/-	*7,753 sf -25%*	*Similar*	*Similar*	*Similar*
Other	*Similar*	*Similar*	*Similar*	*Similar*
Indicated Values	*$5.42/sf*	*$5.59/sf*	*$5.29/sf*	*$5.95/sf*

Adjusted values ranged from $5.29/sf to $5.95/sf. The subject property site is considered supportable and reasonable in the middle of that range of values and estimated at $5.50/sf. or in round figures……..$61,950.

DRAINAGE/UTILITY EASEMENT TAKING

The value of the easement taking is based on the difference between the proposed easement area prior to and after the imposition. The taking is too small and too narrow to have value as a separate economic unit. The permanent easement area is estimated at the same unit price *prior to imposition* as the estimated unit value of the whole property site or $5.50/sf. Total area of the proposed easement is 1,577 square feet for a total value of $8,674.00.

The value of the permanent easement area, *after imposition* is developed by comparison with sales with and without easements. Losses due to easement imposition tend to range from 40% to 99% based on the amount of restrictions on the affected land after easement imposition. The most restrictive easements such as open drainage easements or petroleum pipeline easements tend to be the most restrictive since virtually no use is available to the owner after imposition. The easement in this case will be an open drainage easement but the portion of the easement that will not be available for any use will be off of the site and the lesser restricted part of the easement will be on the subject property. The owner will be allowed to use the area after imposition for storage buildings, landscaping or fencing but no permanent structures will be allowed. This loss is more similar to a utility line easement than a drainage easement, so the loss is estimated at 50%. The value of the easement area, after imposition can, therefore, be estimated as follows:

1,577 square feet x $5.50/sf = $8,674 x .50 = $4,337 or in round terms, $4,350.

REMAINDER AND DAMAGES

The remainder, after the easement imposition will be the same area as the whole property or 11,262.42 square feet since the easement is not a fee taking. The same sales can be used to support the value of the remainder property (site) as were used to value the whole property (site). The only loss should be the loss of the value within the proposed easement area so the value can be estimated at $61,950 - $4,350 or $57,600. The fencing along the new drainage easement will be installed by the City or its contractor. The area inside the new fence will be re-sodded by the city on the remainder and the fencing between the properties, within the new easement, will be replaced or repaired by the city or its contractor after completion of the project.

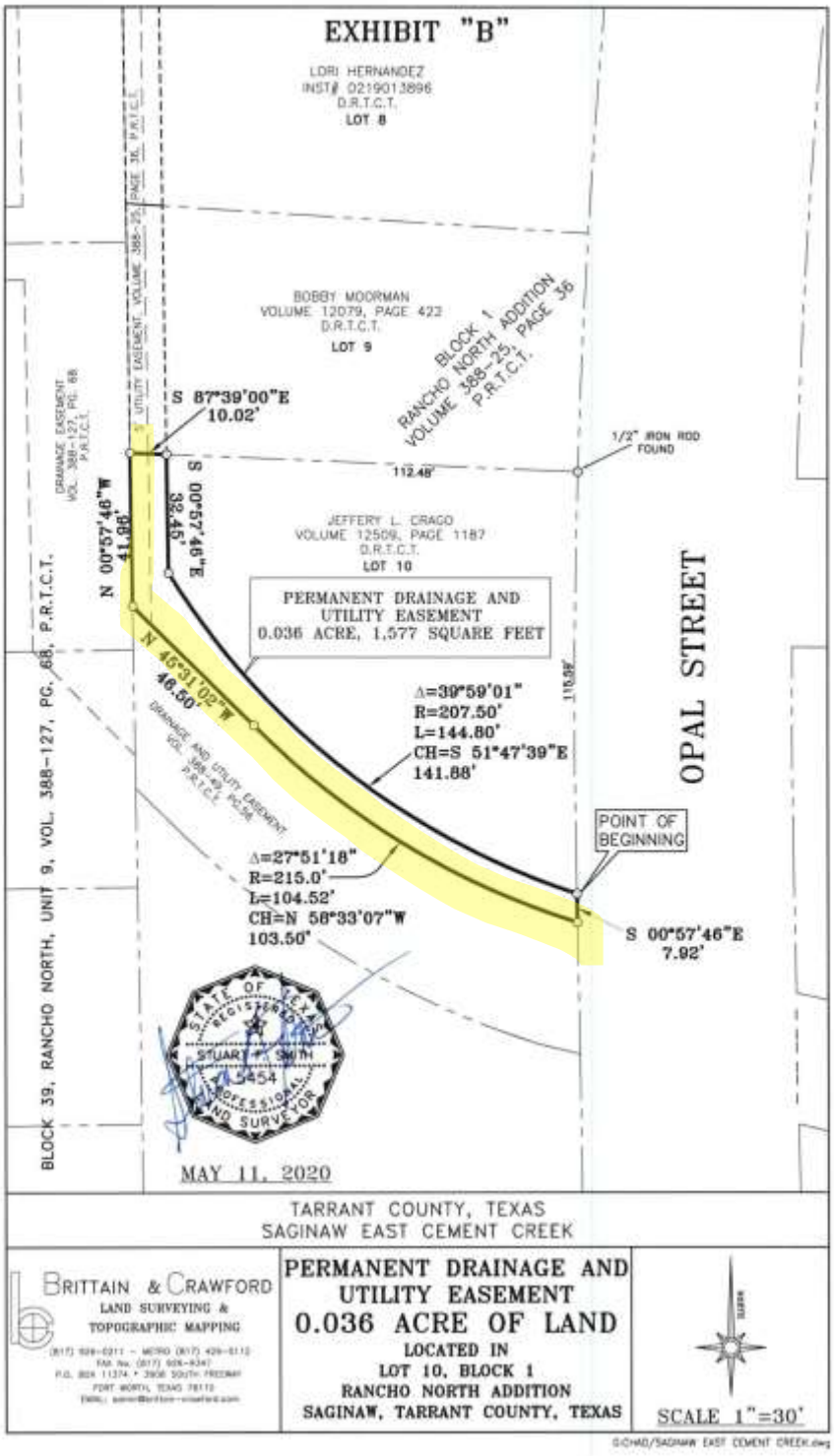
The only damage should be that the pipe fencing on the south end of the site will have to be extended to the new fence along the drainage easement to enclose the property, as before. Estimating an extension of 10-feet which includes the width of the easement in the taking and at least two feet to match the existing fence. The cost to extend, based on Marshall and Swift Cost Data Service will be approximately $250.

SUMMARY OF COMPENSATION

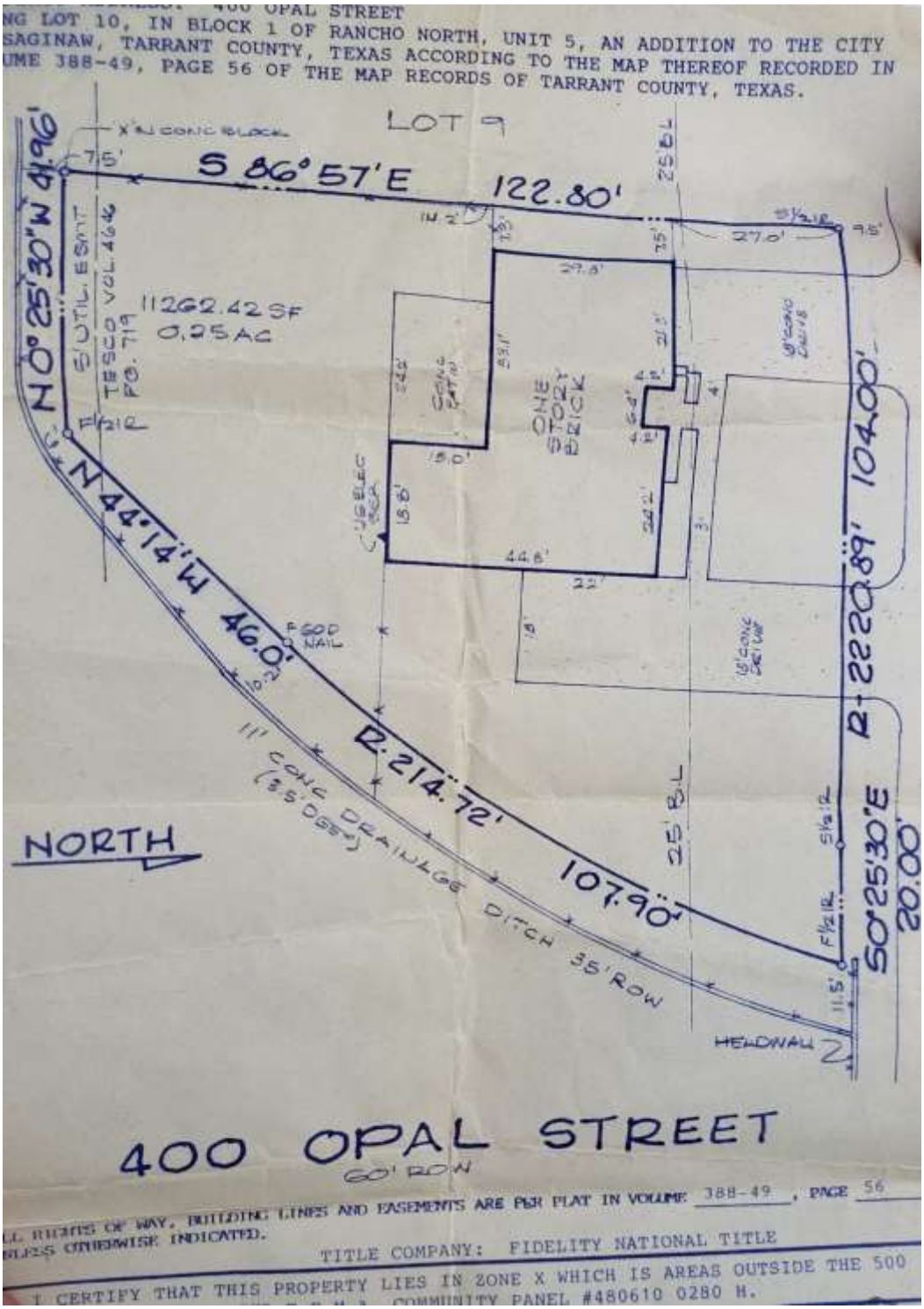
1. Value of Whole Property: (Land Only)	$61,950.00
2. Value of Easement Rights in Taking: (Land Only)	$ 4,350.00
3.Value of Remainder, Prior to the Taking:	$57,600.00
4.Value of Remainder, After the Taking:	$57,600.00
5.Add Special Fence Damage:	$ 250.00
Total Compensation (Add 2 and 5)	***$ 4,600.00***

ADDENDA

SURVEY OF THE EASEMENT TAKING



SURVEY OF WHOLE PROPERTY



QUALIFICATIONS OF APPRAISER

Tom Kyser is a self-employed, independent fee appraiser officing at 1412 Texas Street, Fort Worth, Texas 76102.

State Certification

State certified as a General Real Estate Appraiser,
Certificate TX-1320755-G

Formal Education:

Southwest Texas State University - Bachelor of Science, 1970

Appraisal Education:

The following Appraisal Institute courses have been completed.
Case Studies in Real Estate Valuation
Report Writing and Valuation Analysis
Standards of Professional Practice
Litigation Valuation
Course 101 - Introduction to Appraising Real Property
Course 201 - Principles of Income Property Appraising

Professional Affiliations:

Appraisal Institute; Senior Residential Appraiser (SRA), 1974,
Member, Appraisal Institute (MAI) 1983

Other Affiliations:

Greater Fort Worth Board of Realtors
Texas Association of Realtors
National Association of Realtors

Experience and Work Area

Have been self-employed as an independent fee appraiser since 1977. Work assignments have included dwellings, residential and non-residential subdivisions, commercial, office, retail, and industrial improved properties, urban and rural land. Assignments have been completed for both public and private sector clients. Have over thirty years experience in appraising for eminent domain, in all property types. Have been qualified as expert witness and testified numerous times in special commissions, state courts, and bankruptcy court. Work area generally includes Tarrant County and surrounding counties in Texas.

Appraisals Done For: (partial list)

Fort Worth Independent School District
State of Texas
First National Bank of Weatherford
Aledo Independent School District
Wells Fargo Bank
City of Arlington
City of Fort Worth
Federal Deposit Insurance Corp.
Hurst-Euless-Bedford Independent School District
City of Kennedale
Ultramar Diamond Shamrock Corp.
Sprint Petroleum
City of Azle
City of Burleson
Parker County Appraisal District
Town of Argyle
Chase Texas Banks
U.S Army Corps of Engineers
Tarrant County Water Board
City of Corinth

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (4)(f)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding Acquisition of a Permanent Drainage Easement at 304 Opal Street

BACKGROUND/DISCUSSION:
The City's Capital Improvement program includes drainage improvements for E. Cement Creek. The project is under design by Kimley-Horn and Associates, Inc. and is nearing design completion. The design requires that the City obtain three Permanent Drainage and Utility Easements for properties along Opal Street.

On July 7, 2020 City Council authorized an agreement with Tom Kaiser, MAI, a Real Estate Appraiser, to perform appraisals for the three easement to determine the value of the taking. One of the easements is on Lot 8, Block 1, Rancho North Addition (304 Opal Street) owned by Lori Hernandez and Christopher Lugo . Mr. Kaiser determined that the value of the taking with damages for Ms. Hernandez and Mr. Lugo's property is $2,700.

Staff met with Ms. Hernandez and Mr. Lugo to review the offer which they accepted.

FINANCIAL IMPACT:
The Fiscal Impact is $2,700. Funding is available in the Drainage Fund, Account 14-7000-00, Capital Outlay/Special Request.

RECOMMENDATION:
It is recommended that the offer of $2,700 to Lori Hernandez and Christopher Lugo for a Permanent Drainage and Utility Easement on Lot 10, Block 1, Rancho North Addition to serve E. Cement Creek Drainage Channel

project be authorized and that the Easement be accepted and filed for public record.

ATTACHMENTS:

Description

Easement Document

Easement Appraisal

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

CITY OF SAGINAW
PERMANENT DRAINAGE & UTILITY EASEMENT

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS

COUNTY OF TARRANT

THAT, **LORI HERNANDEZ (Grantor),** of the County of Tarrant, State of Texas, for and in consideration of ONE DOLLAR, and other good and valuable considerations paid by the City of Saginaw (Grantee), a municipal corporation of Tarrant County, receipt of which is hereby acknowledged, does hereby grant, bargain and convey to said City, its successors and assigns, a **PERMANENT DRAINAGE & UTILITY EASEMENT** and the right to construct, reconstruct and perpetually maintain drainage and utilities, together with all necessary appurtenances thereto, and with the right and privilege at any and all times, to enter said premises, or any part thereof, as is necessary to the proper use of any other right granted herein, and for the purpose of constructing, reconstructing and maintaining said drainage and utilities, and for making connections therewith, in, upon and across that certain tract or parcel of land in Tarrant County, Texas, being described as follows:

EXHIBIT "A" and "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the City of Saginaw, its successors and assigns.

WITNESS OUR HANDS, this the ____ day of _____, 2020.

_____
LORI HERNANDEZ

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared, **LORI HERNANDEZ (Grantor),** 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 considerations therein expressed, and in the capacity therein stated.

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

_____
Notary Public in and for The State of Texas
Commission Expires:

EXHIBIT "A"

PERMANENT DRAINAGE & UTILITY EASEMENT
LOT 8, BLOCK 1, RANCHO NORTH ADDITION
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

BEING a 10 foot wide strip of land located in Lot 8, Block 1, Rancho North Addition, to the City of Saginaw, Tarrant County, Texas, according to the plat recorded in Volume 388-25, Page 36, of the Plat Records of Tarrant County, Texas. Said 10 foot wide strip of land being particularly described by metes and bounds as follows:

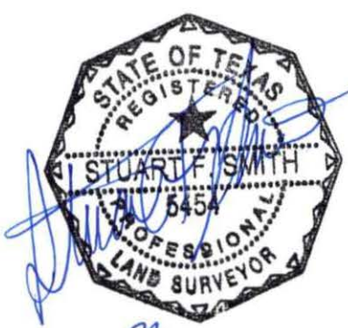
BEGINNING at a point lying in the South boundary line of said Lot 8, and said point of beginning being located N 02°28'48" E 65.00 feet, Thence N 86°20'33" W 116.57 feet from a ½" iron rod found at the Southeast corner of Lot 9 , Block 1, of said Rancho North Addition;

THENCE N 86° 20' 33" W 10.03 feet, along South boundary line of said Lot 8, to a point at the Southwest corner of Lot 8;

THENCE N 00° 57' 46" W 68.00 feet, along the West boundary line of said Lot 8, to a point at the Northwest corner of Lot 8;

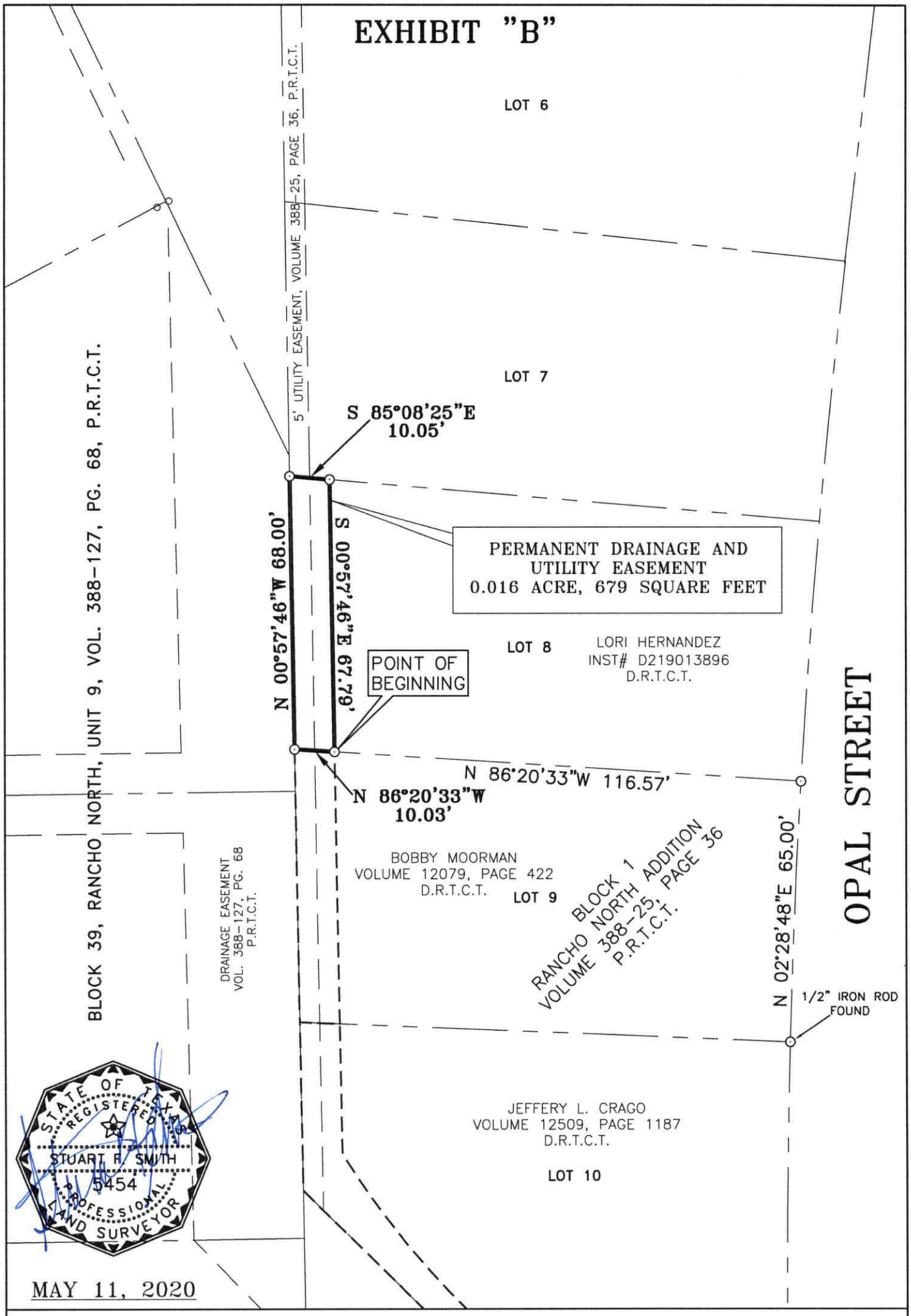
THENCE S 85° 08' 25" E 10.05 feet, along the North boundary line of said Lot 8, to a point;

THENCE S 00° 57' 46" E 67.79 feet, along a line 10 feet East of and parallel to the West boundary line of Lot 8, to the POINT OF BEGINNING containing 0.016 acre (679 square feet) of land.



May 11, 2020

EXHIBIT "B"



STATE OF TEXAS
REGISTERED
STUART F. SMITH
5454
PROFESSIONAL
LAND SURVEYOR

MAY 11, 2020

TARRANT COUNTY, TEXAS
SAGINAW EAST CEMENT CREEK

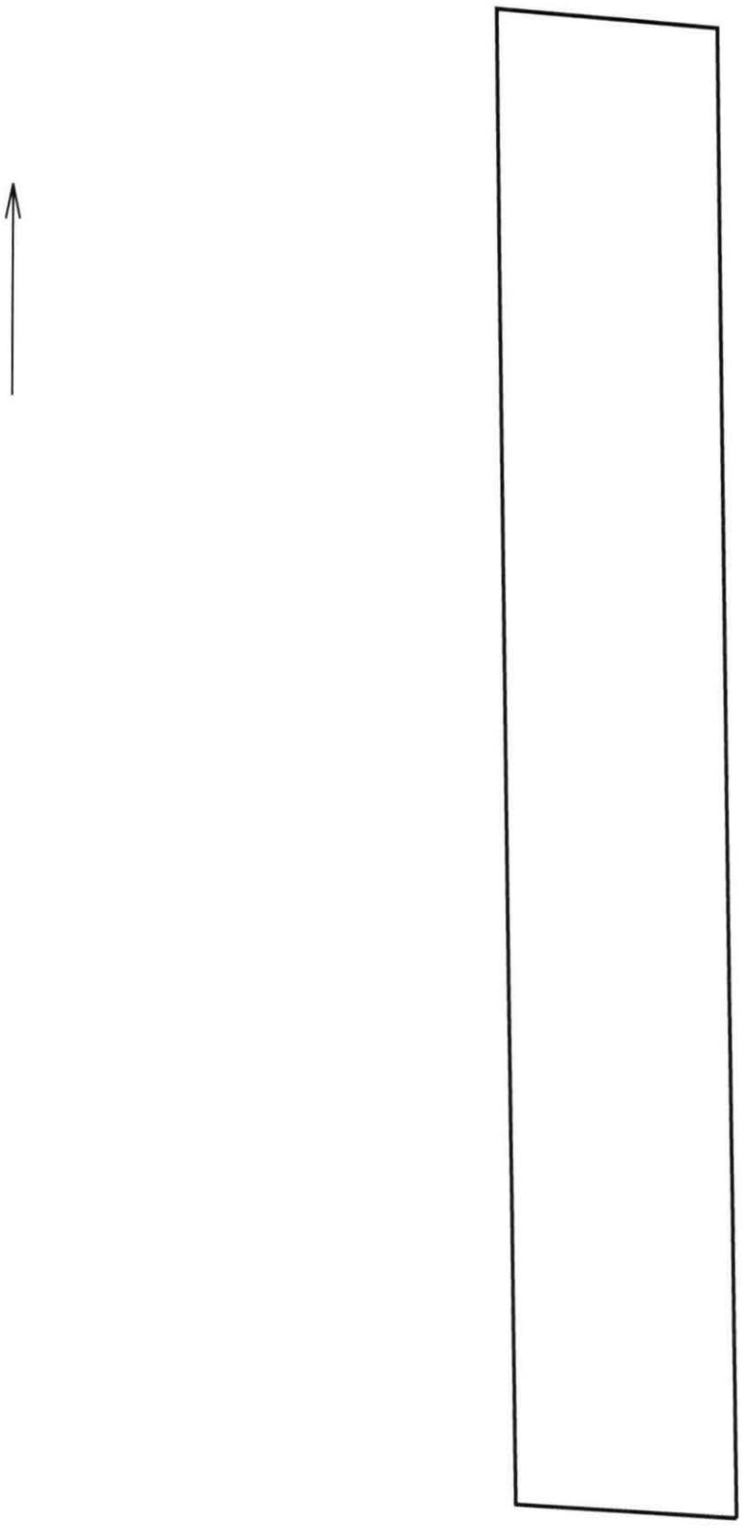
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PERMANENT DRAINAGE AND UTILITY EASEMENT
0.016 ACRE OF LAND
LOCATED IN
LOT 8, BLOCK 1
RANCHO NORTH ADDITION
SAGINAW, TARRANT COUNTY, TEXAS

NORTH

SCALE 1"=30'

G:CHAD/SAGINAW EAST CEMENT CREEK.dwg



	5/13/2020
Scale: 1 inch= 8 feet	File: LOT 8 RANCHO NORTH.ndp

Tract 1: 0.0156 Acres (679 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/87881), Perimeter=156 ft.

01 n86.2033w 10.03
02 n00.5746w 68.00
03 s85.0825e 10.05
04 s00.5746e 67.79

Real Estate Appraisal

Permanent Easement Taking
Drainage and Utility Easement
at 304 Opal Street
Saginaw, Texas

Lot 8 Block 1 Rancho North Addition
City of Saginaw
Tarrant County Texas

Owners:

Lori Hernandez
Christopher Lugo

For:
Rick Trice P.E.
Director of Public Works & Community Development
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

By:
Tom Kyser, Appraiser
1412 Texas Street
Fort Worth, Texas 76102
(817)332-4428

TOM KYSER, APPRAISER
1412 TEXAS STREET
FORT WORTH, TEXAS 76102
(817) 332-4428

July 29, 2020

Rick Trice, P.E.
Director of Public Works and Community Development
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

Subject: Compensation due for a proposed drainage and utility easement. The taking is located on west side of property at 304 Opal Street, Saginaw, Texas (Lot 8 Block 1 Rancho North Addition, Saginaw, Tarrant County)

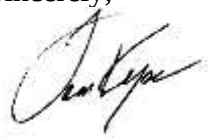
Dear Mr. Trice,

As requested, I have completed the following appraisal on the above referenced property. Compensation is based on a value of the taking as part of the whole property. The taking parcel is too small and too narrow to be considered as a separate economic unit in this market area. This methodology is used to comply with state law regarding eminent domain acquisitions. The property is appraised as "land only" with an allocation for the improvements within the permanent taking area. Compensation and methodology are further explained in the *Scope* section of this report. Compensation is estimated at the following amount.

********** *$2,700.00* **********

The property was valued as of the date of inspection, July 29, 2020. No title report or environmental study was furnished to appraiser. Normal utility easements, only, were assumed unless indicated in the report. Value estimates and conclusions are subject to the Special Conditions, Assumptions and Limiting Conditions, Certification, and Disclaimer, in this report. In my opinion, this report has been completed in accord with the Uniform Standards of Professional Appraisal Practice (USPAP).

Sincerely,



Tom Kyser, SRA MAI

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SPECIAL CONDITIONS OF VALUE

1. The easement taking were valued as part of the whole property which is considered the "larger parcel" which is a legal term that denotes a typical economic unit in this market area. This was done to comply with state law regarding eminent domain acquisitions and is the basis for compensation in this report. Methodology is further explained in the *Scope* section of this report. *Property value and compensation are based on "land value" only. The fencing on the rear of the site (along the new easement) will be replaced by the City or its contractor after completion of construction. In addition, the easement area will be re-sodded with grass by the contractor and boundary fence between sites will be repaired or replaced. Site improvement values within the proposed area will be included in the compensation. No major improvements are affected by the taking.*

2. Persons with an interest in this property are advised to contact the U.S. Army Corps of Engineers concerning any potential wetlands and possible use restrictions. This information is not generally readily available to appraisers. This property is assumed to be unaffected by the existence of any endangered species that would create limitations on property utilization and or have an adverse effect on value.

3. Valuation of the whole property is of the surface estate and no mineral interests are considered. City of Saginaw does not intend to purchase or affect any mineral interest potential of the subject whole property or taking area.

4. Data furnished by landowner, client or third parties regarding such issues as conditions, features or characteristics of the subject property, sales data and market area of the subject property are assumed to be accurate and were relied upon in the completion of this report.

5. This report is subject to special hypothetical conditions and assumptions which include the provisions of the laws of the State of Texas regarding eminent domain acquisition. These laws provide for hypothetical conditions such as not considering any project influence in the value of the whole property or acquisition parcel and valuing any remainder value, as if the public project has been completed. Certain factors of value are not considered in a remainder valuation if they are considered "non-compensable" by State law. This type of appraisal is done in compliance with USPAP, under jurisdictional exception.

6. Value estimates and conclusions herein assume no tax rollback liability to current owner and no future special assessments, future platting fees or impact fees were considered in the estimate of compensation.

7. All affected utilities including any pipelines (if any) will be relocated as necessary at no expense to the landowner.

8. Size of the whole property was based on the area estimated by Tarrant Appraisal District and is assumed to be correct

The above represent hypothetical conditions or extraordinary assumptions and values could be different if these were not considered.

ASSUMPTIONS AND LIMITING CONDITIONS

The legal description furnished is assumed to be correct. I, and collectively we as may be applicable hereafter, assume no responsibility for matters legal in character, nor do I render any opinion as to the title, which is assumed to be good.

The property is appraised on the basis of fee simple title conveyance to the purchaser and full cash payment being received by the seller. It is recognized; however, that purchaser will likely take advantage of the maximum available financing, and effects of such financing on the probable selling price have been considered.

I do not assume any responsibility for the condition of the property or the correction of any defects now existing or that may develop in the future.

Sketches in this report are to assist the reader in visualizing the property. I have made no survey of the property and assume no liability in connection with such matters.

I believe the information contained in this report which was furnished by others to be reliable but assume no responsibility for its accuracy.

The appraisal of this property has been made assuming responsible ownership and management, and if applicable, aggressive marketing effort.

Possession of this report or a copy thereof, does not carry with it the right of publication, nor may it be reproduced in whole or in part, in any manner, by any person, without written consent of the appraiser.

One or more of the signatories of this appraisal report is a member or candidate of the Appraisal Institute. The bylaws and regulations of this organization require that each member or candidate control the use and distribution of each appraisal report signed by the member or candidate. Therefore, except as provided hereinafter, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, portions of this report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this report. This particularly includes valuation conclusions, identity of appraiser, or the firm with which he is connected.

I am prepared but not required to give testimony or submit to attendance in court by reason of this appraisal with reference to the property in question, unless prior additional arrangements are made.

If applicable, the distribution of total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuation for land and improvements must not be used in conjunction with any other appraisal and is invalid if so used.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of this property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

Unless noted otherwise in this report, subject property is assumed to be clear of soil contamination, from sources within or without the property. Improvements are also assumed clear of environmental contamination and hazardous materials, including asbestos. This property is also assumed clear of any wetlands restrictions as might be imposed by the U.S. Army Corps of Engineers. Wetlands are not always confined to low areas, and wetland information is generally not immediately available to appraisers. The property is also assumed to be free of any adverse restrictions created by endangered species. No such information was made known to appraiser.

Appraisal is of real property only, and does not include any increments for business value, going concern value, leasehold or leased fee values, good will, value in use, or any personal property values.

My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

See previous Special Conditions.

DISCLAIMER

All users of this report are hereby advised that appraiser(s) is not a qualified inspector of such items as pest/termite damage or infestation, soil and subsoil conditions, soil contamination, drainage, foundations, structures, plumbing systems, electrical systems, septic tanks and lateral systems, appliances, electrical or electronic equipment, mechanical equipment, roofs, swimming pools and related equipment, wells, or the presence of potentially hazardous materials such as radon, asbestos, urea formaldehyde or lead based paint. Unless otherwise stated, all component parts are assumed to be serviceable and appraiser(s) assumes no liability for their adequacy or proper function. Potentially hazardous substances or conditions, unless otherwise noted, are assumed not to be present within or without the property limits. Persons with an interest in the property are advised to investigate such items to their own satisfaction, and the assistance of qualified experts in such matters is recommended. Due to normal building tolerances, dimensions of the improvements may have been "squared" in order to calculate building or living area. In most areas, new, and in some cases older, improvements are required to have smoke/fire detection devices, and appraiser(s) assumes and recommends compliance with such requirements. If a private water system, water well or private sewage or septic system are utilized with the property, their compliance with all applicable health codes is assumed, including plugging of abandoned wells. This property is assumed to comply with legislation requiring security devices (door locks, window latches, etc.).

Unless noted otherwise in this report, subject property is assumed to be clear of environmental contamination, from sources within or without the property. Users of this report are advised that appraiser has been furnished no environmental report of any type. Appraiser is not a qualified environmental expert. Persons with an interest in this property are advised to investigate environmental concerns, using qualified personnel.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of this property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

This property is assumed to be unaffected by the existence of any endangered species or wetlands that would create limitations on property utilization and or have an effect on value. Appraiser was furnished no such information and is unaware of any such existence.

SCOPE OF APPRAISAL

The subject whole property site has 9,624 square feet of area according to Tarrant County Appraisal District and this is assumed to be accurate. Site is located at 304 Opal Street in Saginaw. The property has 65 feet of frontage on Opal Street and extends 127+ feet to the west. The shape of the site is generally rectangular. The rear of the site follows the creek and existing drainage easement and is 68 feet wide. The whole property site is improved with a house, garage and related improvements. Additionally, it is improved with landscaping, concrete curbing and a sprinkler system within the proposed easement area (storage buildings are considered personal property of the owner and are not valued in this report).

The taking area is a permanent easement acquisition that measures 10.05 feet on the north end and 10.03 feet on the south. The city will replace the lawn inside the new drainage easement wall with sod over a retention pad to insure new growth. The rear fence will be replaced with a new fence along the rear of the site at the top of the proposed easement, by the city's contractor. A special damage to "reconfigure" the sprinkler system will be included in the compensation. The main improvements on the whole property are well removed from the takings and will be unaffected. Improvements within the proposed easement area will be included in the compensation based on their estimated contributory value. The property and taking will be valued, therefore, as "land only" with improvements within the proposed easement area valued separately. The taking is too small and too narrow to be considered as an economic unit in this market area so value of the area will be based on the unit value of the whole property. This type of valuation is done in order to comply with state law regarding eminent domain acquisitions. Survey of the proposed taking is included in the Addenda of this report.

The property was first physically inspected to determine nature and type of property. The property owner was contacted, and the owner was present at the property inspection. Other sources of property information may include property owner, plans, specifications, public records, city offices, county offices, FEMA flood hazard maps, Texas Department of Transportation (TxDOT), appraisal district and tax offices. Market data sources may include multiple listing services, other appraisers, brokers, buyers, lenders, appraisers' own files, and various data services. Area description data was mostly from city offices, county offices, chambers of commerce, and North Central Texas Council of Governments.

Appraiser applied the sales comparison approach to value the whole property site. Comparable sales were used in a direct comparison to the site to estimate the value of the property as of the date of taking. This approach is the most common technique used in land appraising. The contributory values of the improvements were valued using a cost analysis. The use of other approaches was not judged realistic for the type property involved. Value of the easement taking and the remainder are discussed further in the respective sections of this report.

Kim Hartt provided research and writing assistance in the completion of this report.

CERTIFICATION

I (and "we", as applicable) certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. This assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, and with the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute, relating to review by its duly authorized representatives.

I have not performed an appraisal or any other real estate service regarding this property within three years prior to the acceptance of this assignment. I have made a personal inspection of the property that is the subject of this report.

Kim Hartt provided significant real property appraisal assistance to the person signing this report.

As of the date of this report, appraiser has completed the continuing education requirements of the Appraisal Institute.

My analyses, opinions, and conclusions were developed, and this report prepared, in conformity with the rules of the Texas Real Estate Commission, and the Texas Appraiser Licensing and Certification Board; and I am certified by the Texas Appraiser Licensing and Certification Board as General Real Estate Appraiser, Certificate Number TX-1320755-G.



Tom Kyser, SRA MAI

APPRAISAL REPORT

This appraisal report is intended to comply with reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an "Appraisal Report" As such, it presents information for the assumptions, hypothetical conditions, limiting conditions, information analyzed, appraisal procedures followed, and the reasoning and analyses that were used in the appraisal process to develop opinions, conclusions, and estimates of value. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

PROPERTY RIGHTS APPRAISED

Surface estate (land) was valued in fee simple. Fee simple title is the highest form of land ownership subject only to police powers and escheat.

Permanent easement rights are typically needed for a specific and limited use and reflect a partial interest in the property. Permanent easements restrict the use of the easement area and allow the permitted use to the easement holder. Landowner retains the property and all remaining rights of ownership.

DEFINITION OF VALUE

Market value is defined by the State of Texas as follows:

"Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

PURPOSE/USE/USER OF APPRAISAL

Purpose of this appraisal is to estimate market value, as defined herein, as of the date specified, of a whole property and compensation due the owner for a permanent drainage and utility easement on that property. Use of the appraisal is to assist client, City of Saginaw, in acquisition of the easement rights in the specified area. Client, City of Saginaw, ordered this appraisal and is the intended user of this report.

TITLE AND SURVEY DATA

Appraiser was furnished with no whole property title report. The property has been appraised assuming good and transferable title, and the absence of any adverse easements whether above or below surface. Normal easements, only, were assumed, unless otherwise noted in the report (see Property Description). Total area of the whole property site was based on data from the Tarrant Appraisal District and is assumed to be correct.

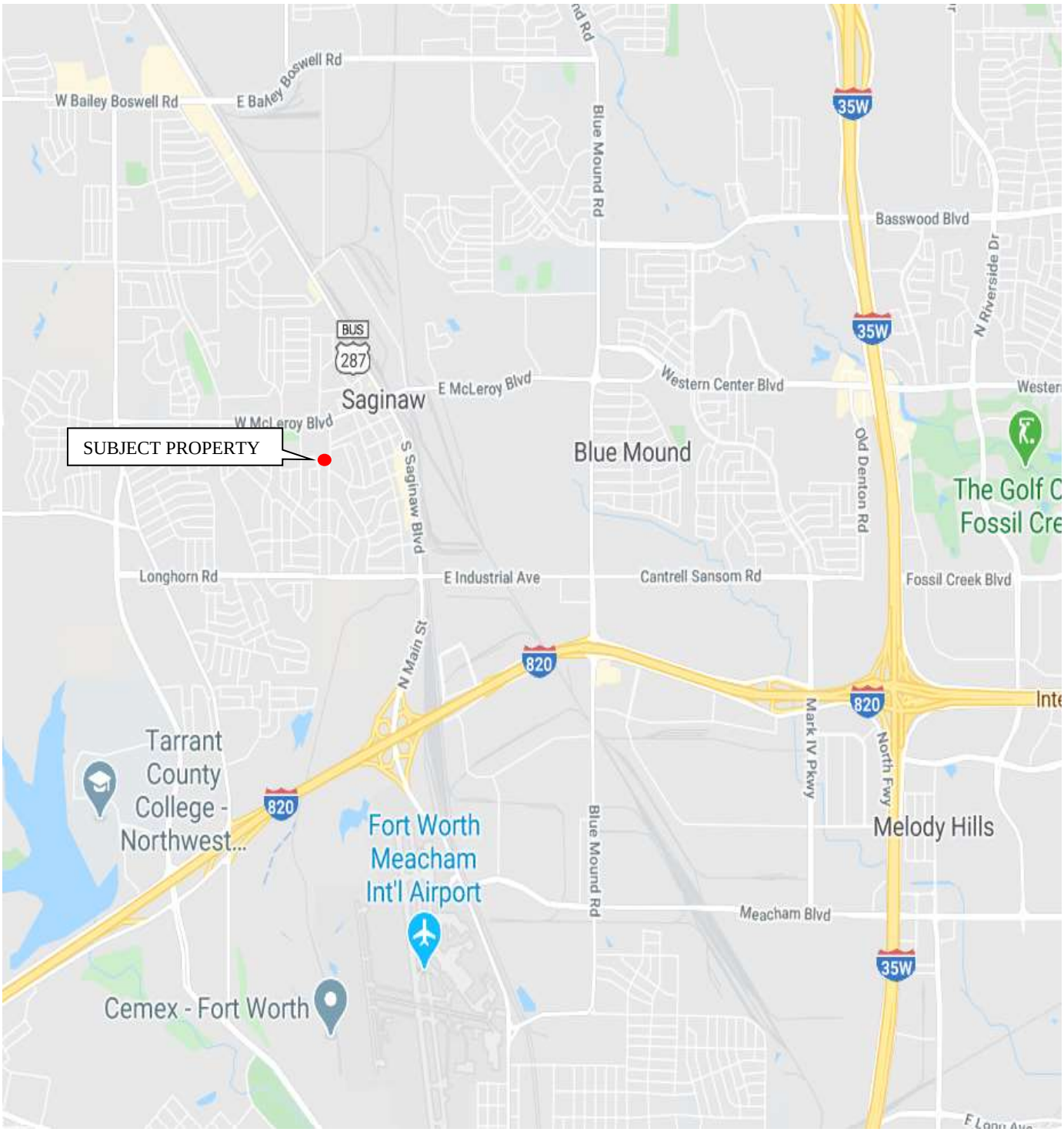
LOCATION

Subject property is located on the west side of Opal Street at W. Southern Avenue. Street address is 304 Opal Street, Saginaw, Texas.

LEGAL DESCRIPTION AND PROPERTY IDENTIFICATION

The whole property is legally described as Lot 8, Block 1, Rancho North Addition to Saginaw, Texas.

LOCATION MAP



OWNERSHIP/SALES HISTORY

Subject property is owned by Lori Hernandez and Christopher Lugo and has been since 2019. The reported price of the entire property as of 1/18/19 was $215,000 which appears reasonable based on improved sales data in the market area. Prior sales included a purchase in August of 2018 by Beth and Bradley Barnett for $129,000. The price appears to be lower than normal for this market area, but no details could be found regarding the condition or the sales details of that transaction. Prior owners were Trustees of the Watson Estate who acquired the property in May of 2018. No other details of that transfer or prior transfers of ownership could be found in the normal course of business. Property is not currently offered for sale, optioned or under contract.

OWNER CONTACT/PROPERTY INSPECTION

Appraiser contacted the owner by phone and requested an on-site inspection of the property. Property was inspected on July 29, 2020. The owner was present at the inspection.

EFFECTIVE DATES

All photographs of subject property were taken on July 29, 2020 which is the date of inspection and the effective date of value. The date of this report is also July 29, 2020.

LEASES

No leases were furnished to appraiser and none are known to exist on the site.

AREA AND NEIGHBORHOOD DESCRIPTION

Subject property is located in Saginaw, Texas. Saginaw is a small city in north Tarrant County, Texas and a suburb of Fort Worth. The close proximity to DFW Airport and other work centers in Fort Worth and Tarrant County are major economic influences of the city of Saginaw.

Saginaw is a small bedroom community that has a population of approximately 25,000 persons. Many of these residents commute daily to areas within the DFW to places of employment. Saginaw's top employer in the city is the local school district, Eagle Mountain-Saginaw I.S.D. This makes up 30% of total employment. There are also has two major railroad lines, Union Pacific and BNSF running through the city. Saginaw is known for its "Train & Grain" heritage and claims it as the motto due to the railroads and two large flour mills located in the city limits.

According to local data sources the population density of Saginaw is 2,900 people per square mile. There were 7,315 housing units. The median household income is $75,617 and approximately 4% of the population was below the poverty line. The total land area of the city is 7.5 square miles. Major roadway through the city is Saginaw Main Street (Bus. U.S.287). Interstate 820 is the southern boundary and another major link to other parts of the metro-area. Even with the local employment, the City of Saginaw remains a "bedroom community" and is largely dependent on Fort Worth and Tarrant County.

Fort Worth is located in north central Texas, about 80 miles south of the Oklahoma border, and 30 miles east of Dallas. It began as a frontier military post in the mid-1800s, became a major livestock center, has since developed into a large city with a diverse economy, and is the county seat of Tarrant County.

City population ranges around 900,000. The county, including cities such as Arlington, Hurst, Euless, Bedford, Richland Hills, North Richland Hills, Haltom City, Keller, Benbrook, White Settlement and several others, approaches 1,850,000. Fort Worth operates under an elected mayor-council system, which appoints a city manager as chief administrative official. County government consists of an elected commissioners' court (4 precinct commissioners plus a county judge) presided over by the judge.

Fort Worth offers typical large city services. There is a city water and sewer department, public transportation, police department, fire department, library system, and trash collection. Electricity, telephone, cable television, and natural gas are supplied by private utilities. The city has zoning ordinances and building codes. Less visible is a large administrative staff that deals in areas of real estate planning and development, real property management, engineering, legal, various welfare programs, public health, parks and recreation, personnel, finance, etc. Taxes and fees have generally increased during the past several years. Transportation facilities, to serve business and individual, are considered adequate. The Dallas-Fort Worth airport is supplemented by several small airports. Rail is available in many areas. Private transportation and express companies are well distributed. Three interstate highways (IH20, IH30, IH35W) serve the city, as well as numerous state and federal highways. Several of these major roads have been recently expanded, with more planned.

The county provides police protection (sheriff's department) and road maintenance in unincorporated areas. They do not provide utility services. There is a county managed public hospital. Other county functions include maintenance of public records, court system, jail operations, some welfare administration, and tax collection.

Development in Fort Worth spread from the central business district in most directions not having physical limitations. Old neighborhoods, both residential and otherwise, generally have inner city locations. During the past 20 years, most but certainly not all growth has been to the north, west and southwest. Growth to the extreme west is limited by a few large landowners with no motivation to sell. The far east side has physical factors, in the form of flood plain from several streams, which hinder expansion. The abutment of other cities, many of which have had rapid growth themselves, limits Fort Worth development.

Many individuals relocating here from other large cities feel a small-town atmosphere exists. Over the years, the city has managed to attract or retain many large business residents. Employees are satisfied that this is a desirable city in which to live. There are adequate restaurants. Shopping is convenient to most neighborhoods and consists of several large malls and various neighborhood centers. Just west of the downtown business district is a cultural district that includes a science museum and three art museums, and two live theaters. Nearby is a city owned zoo and botanical garden. Two convention centers are located in or near the business district. Major league football, basketball, and baseball teams play in Dallas and Arlington. Fort Worth is proud of its western heritage and annually hosts the Southwestern Exposition and Fat Stock Show. The old stockyards area in north Fort Worth has been restored and has become a significant tourist attraction.

Outdoor recreation is available from public parks interspersed around the city, public golf courses, several private country clubs, and about eight nearby lakes. Amusement parks are located in Arlington.

Public education is provided by the Fort Worth Independent School District and numerous other districts. School districts do not follow city jurisdictional lines and there is considerable overlap. Several private schools, some church affiliated, are available, and charge tuition. A county junior college system has three campuses located around the city. Texas Christian University, Southwestern Baptist Theological Seminary, Texas Wesleyan University, and Texas College of Osteopathic Medicine are located in Fort Worth. The University of Texas at Arlington and University of North Texas (Denton) are within easy commuting distance. Both are large, state supported colleges. Other private and public colleges are located in Dallas. School taxes have shown steady increases.

In the near south side of the city is an extensive medical district. There are about five large hospitals, including a specialized children's unit. Physicians are available to deal with most health problems. This district is used extensively by residents of nearby counties. Nursing and retirement facilities are available to suit a range of income levels.

The economic base of the city is varied. Fort Worth, in its early years, had an agricultural economy. It became a major meat packing and livestock trading center and was home to national packing companies (Swift, Armour, etc.). It was also a farming center and several grain storage facilities still exist. Beginning about World War II, the economy began to move away from agriculture. Major sources of employment are now diverse. In and around Fort Worth, defense related industry had

significant growth. These employers included Lockheed Martin, Bell Helicopter, and Carswell Joint Reserve Base. Industrial districts of various sizes are located around the city, but principal industrial centers are in north and south Fort Worth. Employers range from small local concerns to major, national corporations. Their products range from warehousing/distribution through heavy manufacturing of such goods as railcars and oil well equipment.

After the war, Fort Worth served as district or regional headquarters for several major oil companies and was also the home for many independents. Oil and gas activity generally increased up until the mid-1980's, after which it sharply declined. A large part of the "energy employed" have relocated into other fields. Recent increases in petroleum prices are reversing these growth trends but most regional and other headquarters of these companies are not likely to move to Tarrant County again.

Government is a large employer in Fort Worth. Many federal agencies are housed in the downtown Fritz Lanham Federal Center. District offices are maintained by the Internal Revenue Service, U.S. Army Corps of Engineers, Department of Agriculture, Commerce Department, General Services Administration, and Housing and Urban Development. These districts may administer a multi-state area. Numerous other bureaus also office here. The federal courthouse is the location of the north Texas federal court system, as well as the Justice Department and other legal and law enforcement entities. The Federal Aviation Administration has offices in north Fort Worth. In south Fort Worth, a large supply and storage depot is used by several government departments. In addition to city and county government, the state is also a significant employer. The Texas Department of Transportation maintains a multi-county district headquarters.

Private sector employment is diverse, ranging from small, locally owned businesses to major corporations. Well known companies include Miller Brewing, Tandy Corporation, American Airlines, Burlington Northern Railroad, General Motors (in Arlington), and the above defense contractors. Other large firms are Trinity Industries, American Manufacturing, Halliburton, Harbison Fischer, and Alcon Laboratories.

According to Texas Real Estate Research at Texas A and M University the residential real estate market in Fort Worth and surrounding markets leveled off in 2011-2012. This is in spite of the rapid growth of Fort Worth (40%) and Tarrant County (20%) in the last 15 years. Average home sales prices had leveled at $135,000 which is slightly higher than in 2000. Recently the residential market has started to improve with signs of growth in 2013 through 2018. Some leveling has recently been reported but most brokers indicate that this is due to diminished supply. Multi-family has faired well in the Fort Worth market area. Multi-family stands at near 95% occupancy with rental rates averaging at $.89/sf. Over 500,000 units have been built in north Texas since 2000. Office has been a slow market item for a number of years due to over-building is past years and changes in the nature of office work in general. Over-all vacancy is at 12%. Class “C” space, the largest grouping, is near 15%. Retail has improved since the downturn in late 2008. 1.5 million square feet in now occupied but there is still 10% vacancy. All expect retail growth to be level to increasing and generally in line with residential and multi-family growth levels since most retail is neighborhood service related. Industrial is also slow. Little industrial absorption has occurred in the last few years with only 50,000 square feet absorbed in the entire market area. Most of this is build-to suit and not spec space. Vacancy is at or near 10% in most sectors although this has to be factored with the slow industrial growth in the last 15 years. Limited sales of industrial lots have been found in research of the general market area and immediate area of the

subject as well. Industrial parks report similar slow growth. Sectors of lower land costs and owner-occupied properties in mixed use areas make up most of the recent growth according to brokers and developers.

The most significant commercial development of the general area was the development of Alliance Airport in 1988 and the ensuing development of Alliance Texas, a 17,000-acre, master planned development that includes office, manufacturing, distribution, industrial and commercial development. The airport is an industrial airport that operates on a full-time basis. In 1995, the Burlington Northern Santa Fe Railroad Company (BNSF) headquarters move into the area. Other developments in the area include Alliance Commerce Center, Alliance Advance Technology Center. Both centers have a large number of high-tech companies ranging from aerospace related companies to government entities such as FAA and City of Fort Worth facilities. The United States Bureau of Engraving and Printing has a mint facility located at 9000 Blue Mound Road.

Other development in the north sector includes the BNSF Intermodal Facility that was developed and covers 735 acres of land. Many related companies have warehouses in and near the area to utilize the facility including J.C. Penney, Fed Ex, Maytag and others. Alliance Crossing is a 170-acre retail and mixed-use development center developed recently. Alliance Town Center is another retail center recently completed. Kroger, J.C. Penney and Best Buy anchor this center. Other mixed-use developments include Presidio Towne Crossing which is developed with multi-family, retail and restaurants. Other than the largest developments, many smaller centers and users have developed around the expanding residential base that has grown since the 1990's.

The outlook is somewhat positive for the foreseeable future even with the recent slowdown caused by the corona pandemic. The expectation is still that the slow economic outlook will be temporary especially considering the expected growth of the city and county. Tarrant County and Fort Worth have recorded substantial growth in the last few years and most expect this growth to continue even though sales volumes have obviously slowed. Median price ranges of all types of properties have increased including entry-level housing.

The attached chart indicates the growth in the recent past of all property types in the north Tarrant County area and Saginaw.

Historic Sales Prices -Saginaw/N. Tarrant Co.

(All Property Types)

Thomas Kyser
Kyser & Ondo, Appraisers

Office: (817) 332-4428
kando1134@sbcglobal.net



PROPERTY DESCRIPTION (SITE)

The subject whole property site is located at 304 Opal Street in Saginaw. The site is mostly level with frontage on the west side of Opal Street. The total area of the site is 9,624 sf or .221 acres according to Tarrant County Appraisal district measurements. According to the filed plat of the property furnished by the client, the frontage on Opal Street is 65 feet wide and 133 feet deep on the north side. The property is mostly level. The site has no flood terrain per F.E.M.A. maps and is zoned "SF-2" Residential. The zoning allows for single-family sites that are restricted to a minimum of 7,200 sf. Site has all utilities.

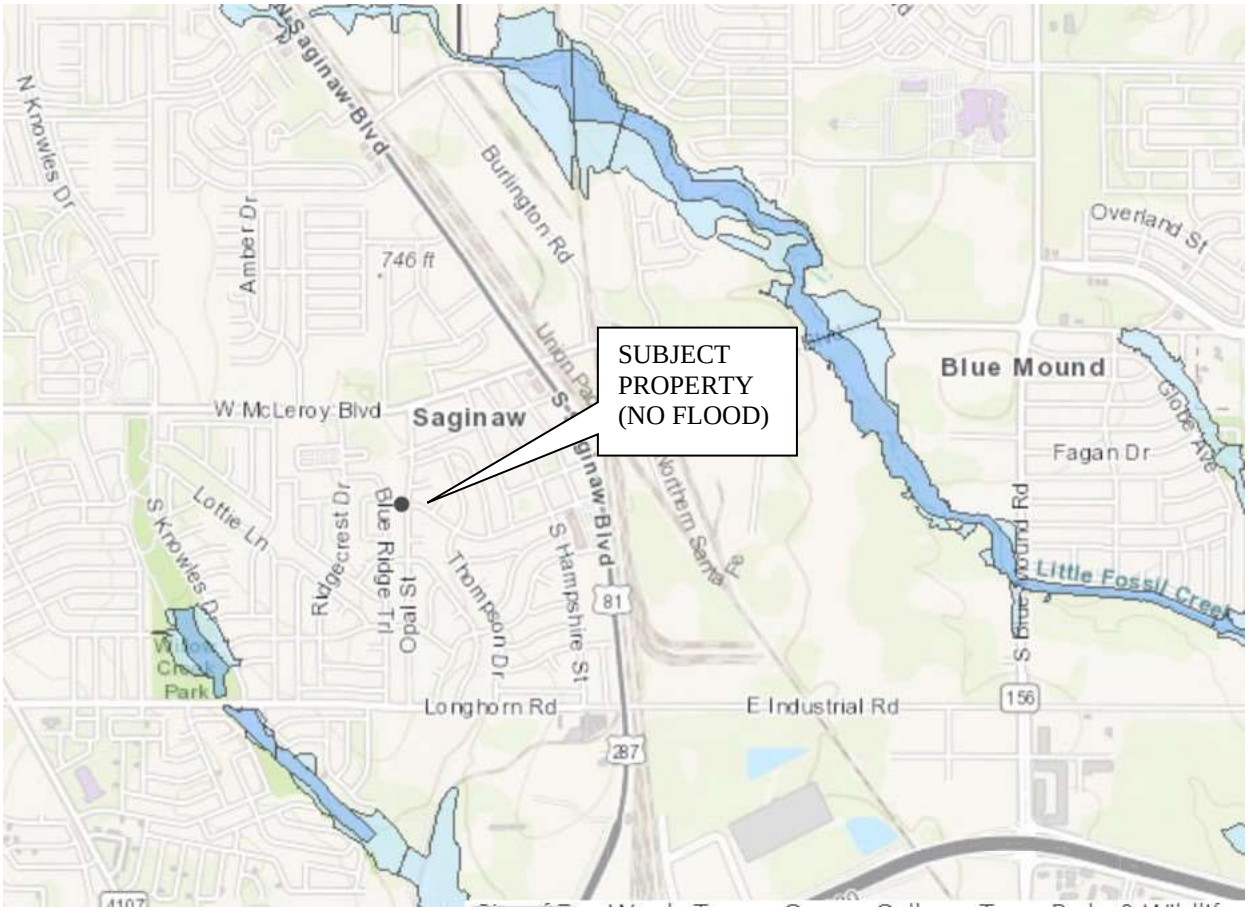
The proposed drainage/utility easement is a small land tract that would not have utility as a separate unit so its optimum value would be as part of the whole property. Valuation of the proposed easement is discussed in the Part Taken section of this report. This methodology is required to comply with state law regarding eminent domain acquisitions. Area of the proposed easement is 679 square feet.

The major improvements are not affected by this taking but a contributory value of landscaping and concrete curbing, which is within the proposed easement area is included in the compensation. Additionally, a cost to "reconfigure" the part of the sprinkler system is also included in the compensation. Fencing along the rear will be replaced by the city or its contractor and easement area inside the fencing will be re-sodded with grass. The fencing between the properties will also be repaired or replaced after project completion.

Storage buildings on the property are considered personal property and are not included in this valuation

See following flood hazard map and photos for description. Plats and surveys are included in the Addenda of this report.

FLOOD MAP


SUBJECT PROPERTY (NO FLOOD)
Saginaw
Blue Mound
W McLeroy Blvd
Burlington Rd
Overland St
Fagan Dr
Longhorn Rd
E Industrial Rd
Little Fossil Creek
746 ft
N

PHOTOGRAPHS



1. View of whole property from Opal street looking west.



2. Rear view of property looking east from existing easement.



3. View of taking area along the easement on south side.



4. View of taking area from north side along existing easement.

AERIAL PHOTO



HIGHEST AND BEST USE

Highest and best use is that program of utilization that results in the highest present value. Any such use should be legal, physically possible, economically feasible, likely to occur and of maximum productivity. The concept applies both to unimproved land and improved property. Land is always valued as if unimproved and ready to be put to its highest and best use. Improvement value is measured by its contribution to the whole.

Physically, the subject property is a typical residential site with an existing drainage easement on the west side of the property. There are no flood issues on the property and the site is level and slopes at edge to the drainage/utility easement. The property has all utilities at the site. Soil types are conducive for development based on the surrounding properties.

Legally the site is zoned "R-2", a zoning that allows medium density, single family uses. No deed restrictions were found that would negatively affect the residential use of the site. The site is impacted by typical utility easements and the existing drainage easement at the rear of the property.

Feasibly, the market supports active growth and new development in the city and sales of existing homes continue even with the recent slowdown caused by the pandemic. Alternative uses for the site are unrealistic and most would be precluded by the zoning. The highest and best use of the site and the most likely use would be as a residential site consistent with the current zoning.

The improved property is not valued in this report but improvements appear to contribute to the value of the site and, as such, reflect the highest and best use of the property as improved.

VALUATION

Normal approaches to value are the cost, market data or sales comparison, and income approaches. Land is typically valued from market data, where other sales of land tracts are compared to a subject, differences are recognized, and the sales reconciled into a value estimate. This approach is also applicable to improved properties. The cost approach employs replacement costs of improvements, from which are deducted accrued depreciation. Land value and net improvement values are added for a value estimate from the cost approach. The income approach is an investor technique, where net income from real estate is derived, then capitalized or processed under discounted cash flow methods, to arrive at a value indication. In this report, the income approach was not used, and land was valued from sales comparisons and market data. Contributory value of the improvements within the proposed taking area were estimated using cost analysis.

EXPOSURE TIME

Marketing time is the prospective length of time during which a sale may occur, after the date of value. Exposure time is the retrospective time during which a property would have been on the market to sell at the estimated value, at the date of value. Marketing time is a future projection, while exposure time occurs prior to date of value. The exposure time for the subject property is based on the marketing times of sales, and information from brokers, market participants (buyers, sellers), and statistical data. This data is expected to reflect the impact of supply and demand, general and local economic factors, and considerations for the future that would have affected price decisions at the date of value. In appraiser's opinion, this data would support an exposure time projection for the subject of approximately one year or less. Subject was valued as if it had been exposed on the market for such a time

LAND VALUATION

Land is generally valued by market data comparisons. At any point in time, the availability of current, similar sales is limited in a specific market area. The following sales were used to estimate value of subject whole property. Some may vary considerably in time, location, and physical features. Details about these sales are included on the following pages.

LAND SALE 1



Grantor:	Serene Alliance, LLC
Grantee:	Elwasella M. Hamdoun
Date of Sale:	7/9/20
Location:	356 Marble Creek Drive Fort Worth, TX
Recording:	D220164298 Tarrant County Deed Records
Price:	$7.22/SF
Size:	7,753 square feet/.1780 acres
Legal Description:	Trails of Fossil Creek Phase1, Blk LL, Lot 1, Tarrant County

This property is a slightly irregular corner lot but not adverse. It has 75.84 feet of frontage on the side south side facing Marble Creek drive and 100 feet of frontage on Fossil Springs Drive which is a two-lane entry road into subdivision. Site is within a group of residential lots in this subdivision that are yet to be improved. The site has all utilities. It is zoned A-5 single family residential. Sale was cash to the seller with no minerals transferring with the sale. This land site is in north Tarrant county and within 5 miles of subject property.

LAND SALE 2



Grantor:	Anthony and Lee Ann Burdock, Trustee of Estate
Grantee:	Carolina Salgado
Date of Sale:	6/27/18
Location:	524 Greenvale Court, Saginaw
Recording:	D218165901 Tarrant County Deed Records
Price:	$5.32/sf
Size:	.2180 acres / 9,497 SF
Legal Description:	Commons at Willow Creek Block 2 Lot 33

This property is a cul-de-sac lot with 44.02 ft of frontage to Greenvale Ct. It is 115 ft. deep. The owner bought the lot with intention to build. Zoning was "SF-4" ,Single Family Residential. No minerals were included in the sale. This area is not within a flood zone. Sale was cash to the seller.

LAND SALE 3



Grantor:	Chris Intharansy and Dawn Phim
Grantee:	James Hernandez
Date of Sale:	8/05/19
Location:	7313 Gillis Johnson Street, Fort Worth
Recording:	D219173619 Tarrant County Deed Records
Price:	$3.65/SF
Size:	14,525 SF
Legal Description:	Lake Crest Estates Unit 2 Lot 25 Block C

This property was vacant land on Gillis Johnson Street. The site was not platted at sale, but buyer plans to get the site platted. It was bought with the intention to improve but was still vacant at time of report. The property had approximately 69.7 feet of frontage along Gillis Johnson Street. It is rectangular and approximately 208.4 feet deep. The site was zoned Residential and located far north Fort Worth. The property has all utilities and no flood terrain. Sale involved no minerals and was cash to the seller.

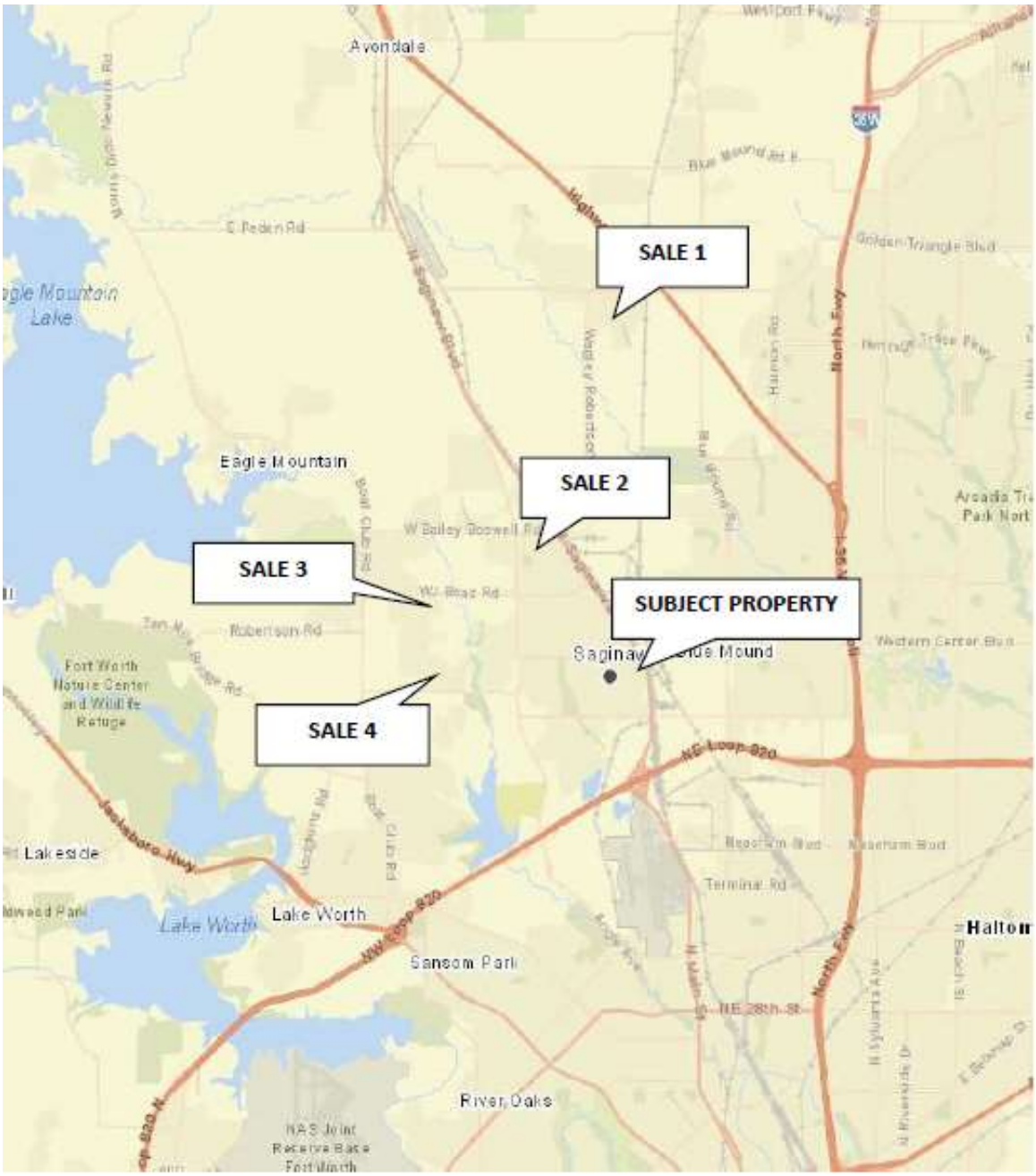
LAND SALE 4



Grantor:	John L. Rodela
Grantee:	Daniel Olmos
Date of Sale:	10/5/18
Location:	6616 Gillis Johnson Street, Fort Worth
Recording:	D218235313 Tarrant County Deed Records
Price:	$3.91/sf
Size:	12,782 square feet
Legal Description:	Lake Crest Estate Unit 2 Lot 3 Block X

This sale was located on the north side of Gillis Johnson St in a residential subdivision of north. Fort Worth. The lot had a few trees with 70 feet of frontage and 208 feet of depth. The buyers intended use was to build a house. The zoning is residential (R-1). The property was not within any flood zone and had all utilities at the site. Sale was cash to the seller.

SALES MAP


SALE 1
SALE 2
SALE 3
SALE 4
SUBJECT PROPERTY
Avondale
Eagle Mountain
Eagle Mountain Lake
Lake Worth
Lakeside
Saginaw
Sansom Park
River Oaks
Fort Worth Nature Center and Wildlife Refuge
NAS Joint Reserve Base Fort Worth
Robertson Rd
W Bailey Boswell Rd
W Risor Rd
Terminal Rd
NE 28th St
Western Center Blvd
Golden Triangle Blvd
Blue Mound Rd
Meacham Blvd
Keller Haslet Rd
Jacksboro Hwy
NE Loop 820
NW Loop 820
North Fwy
I-35W

Comparison of land sales or improved sales in any market area always depends on the amount of data (sales and listings) available for comparison. Comparisons of sales to extract adjustments is the most common method used but pure analysis of differences on that basis requires very similar data and adequate sales volume and most often that similarity and volume do not exist. Other supplemental and reliable techniques include anecdotal information from brokers, buyers and sellers, costs involved in certain remediation issues such as flood land or relocation of tanks or pipelines and catalogued adjustments from the files of the appraiser or other appraisers. All of these methods were considered or used in the analysis of the subject whole site value. The sales used in this analysis were all residential land sites that were generally similar in size and other features. The main factors of difference were location and size. The initial adjustment is typically change in a market or a time adjustment. Residential markets have dramatically improved over the past three years with sales showing measurable increases. The residential land market has been relatively stable for several years, but comparisons could support increases over the last two to three years. An adjustment of approximately 5% per year was used to adjust the sales for the market improvement between 2017 and 2019. Sales from 2019 and 2020 reflect a more stable market and no adjustments were made. Adjustment is based on the year of closing and not monthly. There is still ample land available for all types of uses in this market to offset large increases, but better locations appear to still be in demand.

The first sale was located in north Fort Worth near Saginaw and considered similar in terms of location. The site was similar in physical features, but its size was smaller. Smaller tracts tend to sell at higher unit prices as indicated when comparing this sale to the other sales, so a downward adjustment was made. This is justified based on economy of scale issues. The site was in Tarrant County and located in North Fort Worth.

The second sale was located in a similar location as our subject and was considered similar in size and physical features. The sale was adjusted upward for date of sale since the sale occurred in 2018. This was the only recent sale found in Saginaw.

Sale #3 was the sale of a site bought with the intention to build a home. It is also located in North Fort Worth, but the location was considered inferior based on comparison of the sales. The area is located due west of the Saginaw city limits but has no curbs and guttering and the homes in the area vary from older frame houses to mobile homes.

Sale #4 was the sale of a tract of land bought with the intention to build a home. It is also located in the same neighborhood as Sale #3 and a location adjustment was necessary. The sale also required a time adjustment since the sale occurred in 2018. Other features were similar and no other adjustments were necessary.

The following grid indicates the adjustments made to the sales used.

(Note: Adjustments made sequentially)

Subject	***Sale 1***	***Sale 2***	***Sale 3***	***Sale 4***
Price	*$7.22/sf*	*$5.32/sf*	*$3.65/sf*	*$3.91/sf*
Market/Time (current)	*07/20*	*06/18 +5%*	*08/19*	*10/18 +5%*
Terrain-level (no flood)	*Similar*	*Similar*	*Similar*	*Similar*
Location	*Similar*	*Similar*	*Inferior +45%*	*Inferior +45%*
Size 9,624 sf +/-	*7,753 sf -25%*	*Similar*	*Similar*	*Similar*
Other	*Similar*	*Similar*	*Similar*	*Similar*
Indicated Values	*$5.42/sf*	*$5.59/sf*	*$5.29/sf*	*$5.95/sf*

Adjusted values ranged from $5.29/sf to $5.95/sf. The subject property site is considered supportable and reasonable in the middle of that range of values and estimated at $5.50/sf. or in round figures……..$53,000.

DRAINAGE/UTILITY EASEMENT TAKING

The value of the easement taking is based on the difference between the proposed easement area prior to and after the imposition. The taking is too small and too narrow to have value as a separate economic unit. The permanent easement area is estimated at the same unit price *prior to imposition* as the estimated unit value of the whole property site or $5.50/sf. Total area of the proposed easement is 679 square feet for a total value of $3,735.00

The value of the permanent easement area, after imposition is developed by comparison with sales with and without easements. Losses due to easement imposition tend to range from 40% to 99% based on the amount of restrictions on the affected land after easement imposition. The most restrictive easements such as open drainage easements or petroleum pipeline easements tend to be the most restrictive since virtually no use is available to the owner after imposition. The easement in this case will be an open drainage easement but the portion of the easement that will not be available for any use will be off of the site and the lesser restricted part of the easement will be on the subject property. The owner will be allowed to use the area after imposition for storage buildings, landscaping or fencing but no permanent structures will be allowed. This loss is more similar to a utility line easement than a drainage easement, so the loss is estimated at 50%. The value of the easement area, after imposition can, therefore, be estimated as follows:

679 Square feet x $5.50/sf = $3,735 x .50 = $1,867.50 or in rounded terms $1,900.

The improvements within the proposed easement area include landscape and a concrete curb along the bed at the rear of the site. The new cost of these items was estimated using Marshall and Swift Cost Valuation Service, as follows:

Landscaping = $600
Curbing = $400

The items appear to be in good condition and reflect a newer condition than the actual age of the home (58 years old). Deducting 50% for depreciation results in a contributory value of $500 for the improvements within the proposed easement area.

Adding the value of the easement land area and the improvement contribution equals a final value of the easement part taken of…… $2.400.

(note: sprinkler system is buried, and it is difficult to determine how much is in the taking so this item was estimated as a "special damage" in the next section to repair and reconfigure on the remainder.)

REMAINDER AND DAMAGES

The remainder, after the easement imposition will be the same area as the whole property or 9,624 square feet since the easement is not a fee taking. The same sales can be used to support the value of the remainder property (site) as were used to value the whole property (site). The only loss should be the loss of the value within the proposed easement area so the value can be estimated at $53,000-$1,900 (loss of site value within easement) or $51,100.

The city or its contractor will replace the fencing along the new drainage easement wall as well are replacing or repairing the part of the fencing between the property owners within the new easement after project completion. The area inside the fence on the remainder will also be re-sodded after the work has been completed.

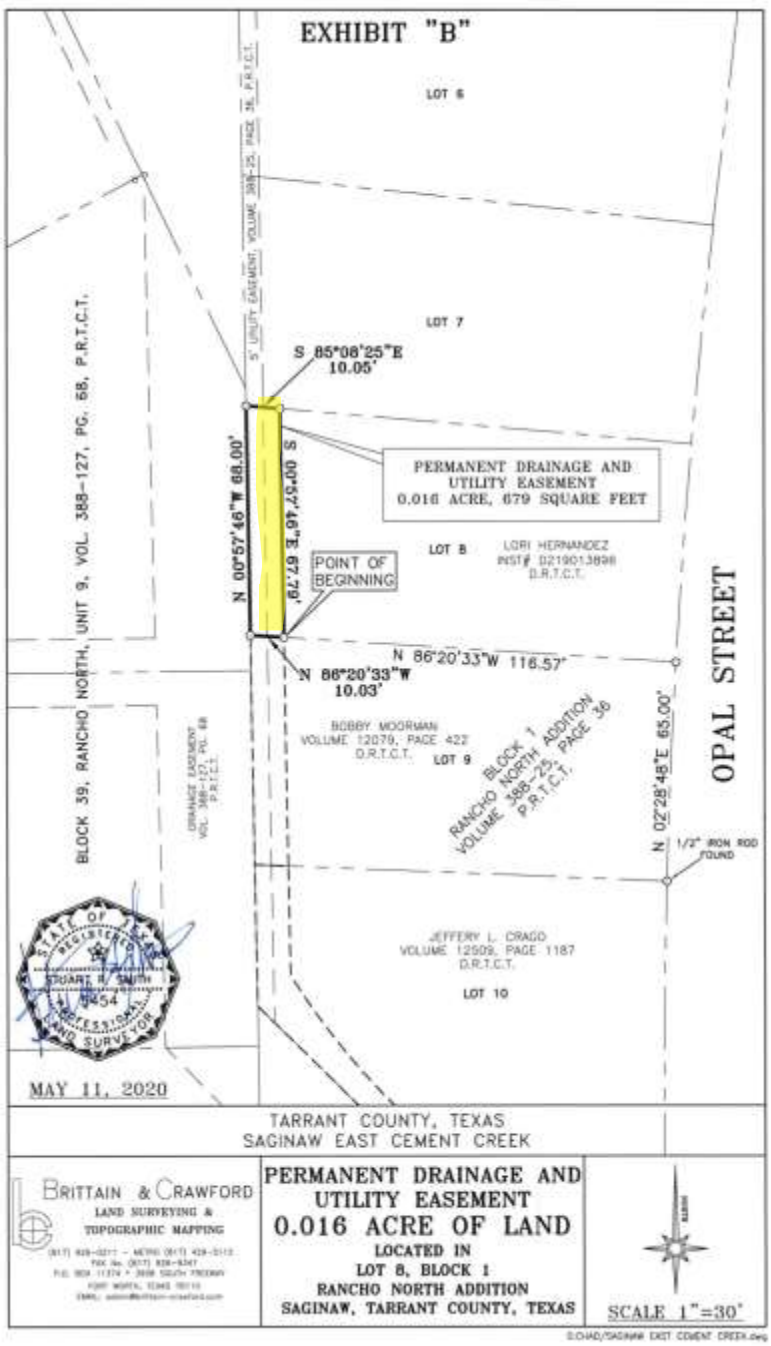
The only damage should be a cost to repair and reconfigure the sprinkler system that is partly within the taking area. Based on local sources the cost of reconfiguring sprinkler system is $300.

SUMMARY OF COMPENSATION

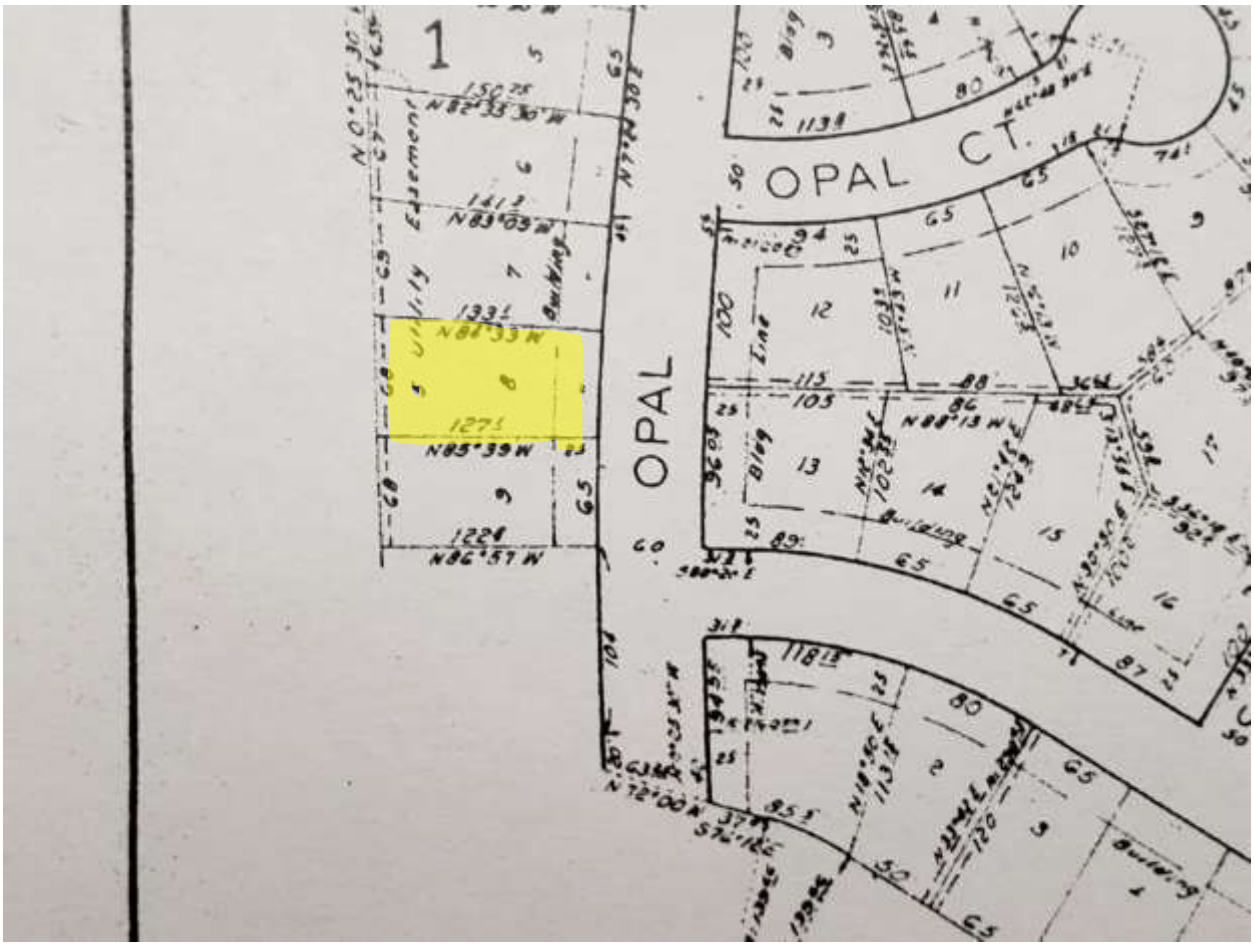
1. Value of Whole Property:	(Land Only)	$53,000.00
2. Value of Easement Rights in Taking:	(Land Only)	$ 1,900.00
3. Value of Remainder, Prior to the Taking:	(Land Only)	$51,100.00
4. Value of Remainder, After the Taking:	(Land Only)	$51,100.00
5. Improvement Contribution in Easement Area:		$ 500.00
6. Special Damage to Repair and Reconfigure Sprinkler System:		$ 300.00
Total Compensation: (Add 2, 5 and 6):		***$ 2700.00***

ADDENDA

SURVEY OF THE EASEMENT TAKING



SURVEY OF WHOLE PROPERTY



QUALIFICATIONS OF APPRAISER

Tom Kyser is a self-employed, independent fee appraiser officing at 1412 Texas Street, Fort Worth, Texas 76102.

State Certification

State certified as a General Real Estate Appraiser,
Certificate TX-1320755-G

Formal Education:

Southwest Texas State University - Bachelor of Science, 1970

Appraisal Education:

The following Appraisal Institute courses have been completed.
Case Studies in Real Estate Valuation
Report Writing and Valuation Analysis
Standards of Professional Practice
Litigation Valuation
Course 101 - Introduction to Appraising Real Property
Course 201 - Principles of Income Property Appraising

Professional Affiliations:

Appraisal Institute; Senior Residential Appraiser (SRA), 1974,
Member, Appraisal Institute (MAI) 1983

Other Affiliations:

Greater Fort Worth Board of Realtors
Texas Association of Realtors
National Association of Realtors

Experience and Work Area

Have been self-employed as an independent fee appraiser since 1977. Work assignments have included dwellings, residential and non-residential subdivisions, commercial, office, retail, and industrial improved properties, urban and rural land. Assignments have been completed for both public and private sector clients. Have over thirty years experience in appraising for eminent domain, in all property types. Have been qualified as expert witness and testified numerous times in special commissions, state courts, and bankruptcy court. Work area generally includes Tarrant County and surrounding counties in Texas.

Appraisals Done For: (partial list)

Fort Worth Independent School District
State of Texas
First National Bank of Weatherford
Aledo Independent School District
Wells Fargo Bank
City of Arlington
City of Fort Worth
Federal Deposit Insurance Corp.
Hurst-Euless-Bedford Independent School District
City of Kennedale
Ultramar Diamond Shamrock Corp.
Sprint Petroleum
City of Azle
City of Burleson
Parker County Appraisal District
Town of Argyle
Chase Texas Banks
U.S Army Corps of Engineers
Tarrant County Water Board
City of Corinth

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (4)(g)

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 Sunshine Playhouse (808 Longhorn Rd.)

BACKGROUND/DISCUSSION:
On Tuesday, November 3, 2020, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during October 2020 by Sunshine Playhouse regarding their property located at 808 Longhorn Rd. The City Council determined in that session to award an amount not-to-exceed $5,000.00 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 $5,000.00 from Account # 01-6142-13-00 Building Improvement Grants

RECOMMENDATION:

ATTACHMENTS:

Description

Building Improvement Grant Application - 808 Longhorn Rd.

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 – November 17, 2020

ITEM:

Action Regarding Building Improvement Grant Agreement with Sunshine Playhouse for the property on 808 Longhorn Rd.

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

On Tuesday, November 3, 2020, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during October 2020 by Sunshine Playhouse regarding their property located at 808 Longhorn Rd. The City Council determined in that session to award an amount not-to-exceed $5,000.00 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 $5,000.00 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 Sunshine Playhouse ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner of property located at 808 Longhorn Rd., 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 $5,000.00 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:

Sunshine Playhouse
Attn: Marc A. Nilsson
808 Longhorn Rd.
Saginaw, TX 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:** 806 Longhorn Rd			
B	**Estimated Begin Work Date:**		**Completion Date:** October 13, 2020	
C	**Years in business at this location:** 40 Years - Property is zoned Neighborhood Commercial			
D	**Reason for requesting grant:** Replace and install New Asphalt Parking Lot			
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)	$28,000	50%	$5,000	$5,000	-
F	Pedestrian Amenities: (Section 4.8)	-	-	-	-	-
G	Signage: (Section 4.9)	-	-	-	-	-
H	Code Compliance: (Section 4.10)	-	-	-	-	-
I	Demolition: (Section 4.11)	-	-	-	-	-
J	Public Art: (Section 4.12)	-	-	-	-	-
				TOTAL AMOUNT REQUESTED	$5,000	
				TOTAL BUILDING IMPROVEMENT GRANT APPROVED		
L	Describe any planned Non-Grant Enhancements: N/A					

B.I.G. Application

5	GRANT PRIORITIES			
	Yes	No	Preferred Area / Business?	Notes
A	X		Transportation Corridors including: Longhorn Road	
B		X	Downtown	
C		X	Retail	
D		X	Restaurants	
E		X	Professional Office	• OTHER: Child Care / Day Care
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	
C		X	Drawings, renderings, plans of the proposed enhancements	
D	X		Written description of enhancements including building materials and color schemes	• New asphalt paving in parking lot
E	X		Construction cost estimate	• $28,000
F		*X	Copy of the signed lease agreement	• Not required – Applicant is owner
G		*X	Written support of grant application from the owner	• Not required – Applicant is owner

TAX VERIFICATION

Property Location:
808 Longhorn Rd.



TAD – PROPERTY VALUATION

Property Location:
808 Longhorn Rd.

Values



Values



Values



TOTAL APPRAISAL
$334,966

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: 11/17/2020

Agenda Items: (4)(h)

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 El Pasito, LLC for the property on 124 W. McLeroy Blvd.

BACKGROUND/DISCUSSION:
On Tuesday, November 3, 2020, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during October 2020 by El Pasito, LLC regarding to their property located at 124 W. McLeroy Blvd. The City Council determined in that session to award an amount not-to-exceed $5,000.00 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 $5,000.00 from Account # 01-6142-13-00 Building Improvement Grants

RECOMMENDATION:

ATTACHMENTS:

Description

Building Improvement Grant Application - 124 West McLeroy Blvd

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 – November 17, 2020

ITEM:

Action Regarding Building Improvement Grant Agreement with El Pasito, LLC for the property on 124 W. McLeroy Blvd.

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

On Tuesday, November 3, 2020, the Saginaw City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during October 2020 by El Pasito, LLC regarding to their property located at 124 W. McLeroy Blvd. The City Council determined in that session to award an amount not-to-exceed $5,000.00 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 $5,000.00 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 El Pasito LLC ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner of property located at 124 West McLeroy Blvd., 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 $5,000.00 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:

El Pasito LLC.
Attn: Cecelia Fierro
124 West McLeroy Blvd
Saginaw, TX 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:** 124 W. McLeroy Blvd			
B	**Estimated Begin Work Date:** November 2020		**Estimated Completion Date:** December 2020	
C	**Years in business at this location:** 5 Years - Property is zoned Community Commercial			
D	**Reason for requesting grant:** Replace HVAC System and New Asphalt Driveway			
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)	$9,993.02	50%	$5,000	$4,996.51	-
C	Landscaping: (Section 4.5)	-	-	-	-	-
D	Lighting: (Section 4.6)	-	-	-	-	-
E	Parking / Driveways: (Section 4.7)	$3,500	50%	$5,000	$1,750	-
F	Pedestrian Amenities: (Section 4.8)	-	-	-	-	-
G	Signage: (Section 4.9)	-	-	-	-	-
H	Code Compliance: (Section 4.10)	-	-	-	-	-
I	Demolition: (Section 4.11)	-	-	-	-	-
J	Public Art: (Section 4.12)	-	-	-	-	-
				TOTAL AMOUNT REQUESTED	$6,746.51	
				TOTAL BUILDING IMPROVEMENT GRANT APPROVED		
L	Describe any planned Non-Grant Enhancements: N/A					

B.I.G. Application

5	GRANT PRIORITIES			
	Yes	No	Preferred Area / Business?	Notes
A	X		Transportation Corridors including: McLeroy Blvd.	• This is also located one block from N/S Saginaw Blvd.
B	X		Downtown	• Located in the geographic center of town
C	X		Retail	• ZONED COMMUNITY COMMERCIAL: El Pasito, LLC
D		X	Restaurants	
E	X		Professional Office	• Metlife Auto & Home Insurance
F		X	Industrial and manufacturing	
G	X		Any sales-tax generating business	• El Pasito , LLC

6	ATTACHMENTS / EXHIBITS			
	Yes	No	Item	Notes
A	X		Ownership documentation	
B	X		Photos of existing condition	
C			Drawings, renderings, plans of the proposed enhancements	
D	X		Written description of enhancements including building materials and color schemes	• Finish parking lot with 1,400 sq. ft. black asphalt • Replace HVAC System
E	X		Construction cost estimate	• $3,500 – parking lot • $9,993.02 - HVAC
F		*X	Copy of the signed lease agreement	• Not required – Applicant is owner
G		*X	Written support of grant application from the owner	• Not required – Applicant is owner

TAX VERIFICATION

Property Location:
124 W. McLeroy Blvd.



TAD – PROPERTY VALUATION

Property Location:
124 W. McLeroy Blvd.



Values

Year	Improvement Market	Land Market	Total Market	Total Appraised *
2021	$[illegible]	$[illegible]	$[illegible]	$[illegible]
2020	$[illegible]	$[illegible]	$[illegible]	$[illegible]
2019	$[illegible]	$[illegible]	$[illegible]	$[illegible]
2018	$[illegible]	$[illegible]	$[illegible]	$[illegible]
2017	$[illegible]	$[illegible]	$[illegible]	$[illegible]
2016	$[illegible]	$[illegible]	$[illegible]	$[illegible]

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.

-- The remainder of this page purposefully left blank. --

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (4)(i)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
Action regarding Agreement with SpyGlass Group, LLC for an Audit of current Telecommunications Service Accounts.

BACKGROUND/DISCUSSION:
The proposed agreement authorizes SpyGlass to review current telecommunication agreements the City has with different providers to identify cost recoveries, service elimination savings, and cost reduction savings. SpyGlass will make recommendations to City Staff and coordinate any changes to current agreements authorized by Staff. SpyGlass will not be compensated unless SpyGlass finds a refund due to the City or the City makes changes to telecommunication agreements as a result of the audit. The City is under no obligation to implement any of the audit recommendations.

FINANCIAL IMPACT:
The financial impact will be determined by the action taken by the City after reviewing the audit. The following schedule lists fees based on recommendations implemented within twelve months of audit:
50% of any "Cost Recovery"
12 times any "Service Elimination Savings"
12 times any "Cost Reduction Savings"

RECOMMENDATION:
It is recommended that the agreement with Spy Glass Group, LLC be approved.

ATTACHMENTS:

Description

SpyGlass agreement

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Saginaw** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services**. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services and Mobility/Cellular) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees**. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

Company is under no obligation to agree to implement any of Auditor's recommendations. If Company chooses not to implement any of Auditor's recommendations, then Company owes no payment to Auditor for performing the Audit under this agreement.

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment**. Fees for Cost Recovery are due as a one-time payment within 30 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 30 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Miscellaneous.** This agreement is governed by the laws of the State of Texas, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. THE PRIOR SENTENCE SHALL NOT IN ANY WAY LIMIT AUDITOR'S LIABILITY FOR DIRECT DAMAGES RELATED TO AUDITOR'S NEGLIGENT RECOMMENDATIONS OR NEGLIGENT WORK IN PERFORMING THIS ENGAGEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY	**AUDITOR**
City of Saginaw	The SpyGlass Group, LLC
Signature:_____	Signature:_____
Print Name: _____	Print Name: Edward M. DeAngelo
Date:_____	Date:_____

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (4)(j)

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

E-mail: rtrice@saginawtx.org

Phone: 817-230-0449

SUBJECT:
Action regarding Interlocal Agreement with Tarrant County for Construction and Expansion of the Parking Lot at the north end of Willow Creek Park, serving Willow Creek Station Park (the Dream Play Area) as well as the Reconstruction and Asphalt Overlay of the Existing Parking Lot

BACKGROUND/DISCUSSION:
The proposed interlocal agreement with Tarrant County includes the expansion of the parking lot at the north end of Willow Creek Park as well as the reconstruction and asphalt overlay of the existing parking lot. As in previous agreements, Tarrant County will furnish the labor and equipment. The responsibilities of both Tarrant County and the City are specified in the proposed agreement. The proposed agreement has been approved by Tarrant County.

FINANCIAL IMPACT:
Funds to cover this project are available in the 2020-2021 Street Maintenance Fund Budget.

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Interlocal Agreement--WC Park Parking Lot

C.O.#133903

THE STATE OF TEXAS

COUNTY OF TARRANT

INTERLOCAL AGREEMENT

This Interlocal Agreement is between **Tarrant County, Texas** ("COUNTY"), and the **City of Saginaw** ("CITY").

WHEREAS, the CITY is requesting the COUNTY's assistance in the construction and expansion of the parking lot at the north end of Willow Creek Park, serving the Dream Play area as well as the reconstruction and asphalt overlay of the existing parking lot; all being property located within the CITY (collectively referred to as the "**Project**").

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

a. This Agreement serves the common interests of both parties;
b. This Agreement will benefit the public;
c. The division of costs fairly compensates both parties to this Agreement; and
d. The CITY and the COUNTY have authorized their representative to sign this Agreement; and
e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

1.1 The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project.

1.2 The project consists of the construction of a new parking lot at the north end of Willow Creek Park, serving the Dream Play area; being approximately 23,100 square feet. Stabilize with cement, apply 2" Type D hot mix asphaltic concrete pavement surface.

1.3 In addition, the CITY requests the reconstruct and asphalt overlay of the existing parking lot at the north end of Willow Creek Park, serving the Dream Play area; being approximately 8,000 square feet. Pulverize the existing asphalt pavement and reclaiming, stabilize with cement, apply 2" Type D hot mix asphaltic concrete pavement surface.

2. CITY RESPONSIBILITY

2.1 CITY will furnish all materials for the Project and pay trucking charges.

2.2 CITY will furnish a site for dumping waste in close proximity to job site for materials generated during this project.

2.3 CITY will furnish all rights of way, plan specifications and engineering drawings.

2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project; and

2.5 CITY will provide temporary driving lane markings.

2.6 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.

2.7 CITY agrees to pay a flat rate of $100.00 per day to cover the COUNTY's cost of equipment and man-hours.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion. Upon expiration of 30 days after project completion, the CITY will be solely responsible for maintenance and repairs of the entire Project.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department to that part of the Project described in 1.2 and 1.3 above. Application of striping by the COUNTY is limited to those Project. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

5.2 If necessary, the CITY will furnish flag persons.

5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan.

5.4 If a Storm Water Prevention Plan is provided by the CITY, the COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the Project.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION OF AGREEMENT

The initial term of this Agreement is until September 30, 2021 and will automatically renew for one year thereafter unless terminated by either party in writing. Either party may terminate this Agreement at any time—either before the expiration of the initial term or after the renewal of any term thereafter—by providing the other party with 30-days written notice of termination. In the event of termination by either party, neither party shall have any obligations to the other party under this Agreement, except that the CITY is still liable for payment to the COUNTY for any outstanding invoice for the Project.

TARRANT COUNTY, TEXAS

COUNTY JUDGE

Date: September 29, 2020

Present via Virtual Meeting
COMMISSIONER, PRECINCT FOUR
J.D. JOHNSON

Attest:

APPROVED AS TO FORM*

Criminal District Attorney's Office*

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CITY OF SAGINAW

Authorized City Official

Date:

Attest:

APPROVED AS TO FORM AND LEGALITY

Assistant City Attorney

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (6)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Presentation by Mural Artist

BACKGROUND/DISCUSSION:
Adam Davenport will present details for a potential silo mural. He is the muralist that painted the scene on the north wall of Northwest Plumbing, and J.R.'s Cafe. He is currently painting a scene on the south wall of Northwest Plumbing. His murals have been well received by the community.

FINANCIAL IMPACT:
The financial impact would be $400,000.

RECOMMENDATION:
N/A

ATTACHMENTS:

Description

Potential Elevator Mural

Saginaw Silo Mural by Adam Davenport

Mural Size, 16,200 Sq FT. 180' tall x 90' wide.

total cost: 16,200x $25 sq. ft. = $400,000.

$150,000 deposit to start.
estimated time of mural: 4 months
$250,000 after completion paid monthly.

24 monthly payments = $10,416.66
30 monthly payments = $8,333.33
36 monthly payments = $6944.44
42 monthly payments = $5,952.38

Expences

rental of 180' man lift; $29,598.04 /month
rental of 85" man lift; $5,164/ month

month 1: rental cost=$29,598.04
month 2: rental cost= $29,048.04
month 3: rental cost= $25,640.04
month 4: rental cost= $5,164.53
rentals total= $89,450.65

Paint and Supplies total= $10,000.00
additional labor estimated: $20,000.00
rental, additional labor, paint and supplies total= $119,450.65

after tax: 280,549.35-89,775.79=net $190,773.56


SAGINAW
BOB WILLS


SAGINAW
TEXAS
BOB WILLS


SAGINAW
TEXAS


SAGINAW
TEXAS

City of Saginaw

Meeting Date: 11/17/2020

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

Agenda Items: (8)

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:
Consideration and Action regarding a Management Agreement Renewal with Community Link Mission, Inc. for the Operation and Promotion of a Farmer's Market at Saginaw SwitchYard.

BACKGROUND/DISCUSSION:
This agreement with Community Link Mission, Inc. will allow them to continue to operate the Farmer's Market at Willow Creek Park. The responsibilities are spelled out in the agreement. The agreement will expire December 31, 2021.

FINANCIAL IMPACT:
The financial impact will be $30,000 payable in monthly installments from April 2021 to December 2021.

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Council Communique and Agreement
Market Budget 2020-21

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 – November 17, 2020

ITEM:

Consideration and Action regarding a Management Agreement with Community Link Mission, Inc. for the Operation and Promotion of a Farmer's Market at Saginaw Switchyard.

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

This agreement with Community Link Mission, Inc. will allow them to operate the Farmer's Market at Willow Creek Park. The responsibilities are spelled out in the agreement. The agreement will expire December 31, 2021.

FINANCIAL IMPACT:

The financial impact will be $30,000 payable in monthly installments from April 1, 2021 to December 31, 2021.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

- Agreement with Community Link Mission

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

Thank you,



Keith C. Rinehart, Director of Community & Economic Development

AGREEMENT BETWEEN
THE CITY OF SAGINAW AND COMMUNITY LINK MISSION, INC.
REGARDING FARMER'S MARKET AT SAGINAW SWITCHYARD

This Agreement ("Agreement") is made and entered into by and between the City of Saginaw, Texas ("City"), a home rule Texas municipality, and Community Link Mission, Inc. ("CLM"), a Texas non-profit corporation, for the purposes and considerations stated below:

RECITALS

WHEREAS, CLM certain skills, knowledge, experience in operating farmers' markets;

WHEREAS, the City desires that CLM operate and promote a Farmer's Market at the Saginaw Switchyard; and

WHEREAS, CLM is willing to operate and promote a Farmer's Market in accordance with the terms of this Agreement.

TERMS AND CONDTIONS

NOW THEREFORE, in consideration of the mutual benefits and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

The following terms shall have the definitions ascribed to them as follows:

Affiliate means all entities, incorporated or otherwise, under common control with, controlled by or controlling CLM.

City means the City of Saginaw, Texas.

City Manager means the City Manager of the City, or their designee.

CLM means Community Link Mission, Inc. and includes any officer, principal, agent, employee, member, owner, or shareholder of that corporation.

Effective Date has the meaning ascribed to it in Part 2 of this Agreement.

Farmer's Market means a physical retail marketplace intended to sell foods directly by farmers to consumers. A farmer's market will typically consist of booths, tables or stands where farmers sell fruits, vegetables, meats, cheeses, and sometimes prepared foods and beverages. A farmer's market also includes as a secondary use the sale of hand-crafted items but expressly prohibits the sale of commercially produced items for resale.

Saginaw Switchyard means that portion of Willow Creek Park, located within the City, designated for use by food trucks, a Farmer's Market, or similar uses.

Term has the meaning ascribed to it in Part 2 of this Agreement.

Weekend means a Saturday, a Sunday, or both Saturday and Sunday.

2. Term and Termination.

a. This Agreement shall be effective as of the date of execution by all parties and will continue to be in force and effect until December 31, 2021, unless terminated earlier under the terms of this Agreement.

b. The City may terminate this Agreement without cause on thirty (30) days' written notice to CLM. The City may terminate this Agreement immediately upon any breach of this Agreement by CLM with written notice to CLM.

3. Covenants of CLM to the City.

a. In consideration of the City's grant of funds to CLM described in and in accordance with the terms and conditions of this Agreement, CLM agrees to:

(1) operate a Farmer's Market at Saginaw Switchyard at least fourteen (14) Weekends between April 1, 2021 and December 31, 2021, under the terms and conditions of this Agreement. In the absence of bad weather or some other event beyond the control of CLM, the Farmer's Market shall be held on two Weekends a month for at least four (4) hours each Weekend;

(2) operate the Farmer's Market at Saginaw Switchyard in a commercially reasonable manner;

(3) not operate, and ensure that no Affiliate operates, any other farmer's market within Tarrant County during the term of this Agreement; and

(4) require that no more than fifty percent (50%) of the vendors participating in the Farmer's Market each Saturday are non-food vendors;

b. CLM represents and warrants that it has the authority to enter into this Agreement. CLM also represents and warrants it will not violate any federal, state, or local laws in operating the Farmer's Market, and that all activity at Saginaw Switchyard under this Agreement shall conform to applicable building codes, health and safety codes, zoning regulations, and all other ordinances of the City.

c. In consideration of the privilege of using Saginaw Switchyard, during the term of this Agreement, CLM agrees to use its best efforts to prevent damage to any part or portion of Saginaw Switchyard. If, however, any part or portion of Saginaw Switchyard becomes damaged

during CLM's occupation of Saginaw Switchyard under this Agreement, CLM shall immediately notify the City Manager. CLM shall also notify the City Manager of any existing or developing hazardous or dangerous condition within and about Saginaw Switchyard. CLM further agrees to accept Saginaw Switchyard in the condition in which it is found each Saturday covered by this Agreement. The City hereby disclaims, and CLM hereby accepts the City's disclaimer, of any warranty, express or implied, of the conditions or fitness for use of any portions of Saginaw Switchyard for the Farmer's Market or of the adequacy of any on-or off-site parking for the Farmer's Market.

d. Preparation of Saginaw Switchyard for the Farmer's Market and clean-up following the market shall be the responsibility of CLM and the vendors. CLM and any vendors will be allowed access to Saginaw Switchyard no earlier than 6:30 a.m. each Saturday for a Weekend in which the Farmers Market shall be operated. The Saginaw Switchyards will be open for use for the Farmer's Market generally from 6:30 a.m. until 9:00 p.m. each Weekend. CLM agrees that it will, following each use of Saginaw Switchyard, restore it to as good a condition as existed prior to such use by CLM. CLM's failure to clean up and restore Saginaw Switchyard to the same good condition will result in the City hiring a third party to restore or clean Saginaw Switchyard to the same good condition. CLM will be responsible for all fees paid to such third party. CLM and all vendors will vacate Saginaw Switchyard no later than 9:00 p.m. each Sunday for a Weekend in which the Farmers Market shall be operated.

4. <u>Covenants of the City to CLM.</u>

a. The City will pay CLM Thirty Thousand Dollars ($30,000) payable in monthly installments beginning April 1, 2021 and ending on December 31, 2021 to assist in the funding of operations and promotion for the Farmer's Market.

b. The City hereby authorizes and agrees that CLM will be allowed to operate a Farmer's Market at Saginaw Switchyard at the times specified in this Agreement. The parties agree and understand these rights are not exclusive and at any time Saginaw Switchyard is not being occupied by CLM and the Farmer's Market vendors under the terms of this Agreement, the City may permit other parties to use Saginaw Switchyard for any authorized purpose.

c. The City will promote the Farmers Market operated by CLM as the City determines in its sole discretion to be appropriate. Such promotion may include advertisement in the utility bills, posting notices and updates on the City's website, and issuing press releases.

d. The City in its sole discretion may close Saginaw Switchyard due to inclement weather that may hinder CLM from utilizing Saginaw Switchyard under the Agreement. The City will communicate with CLM regarding the closure of Saginaw Switchyard due to inclement weather. In addition, the City will have the absolute right, for any reason and with or without cause, to preempt this Agreement and cancel the Farmer's Market for not more than three (3) Saturdays. If a farmer's market is cancelled or Saginaw Switchyard is closed under the terms of this paragraph, CLM will nonetheless be credited with successful completion of a farmer's market for the purposes of Part 5(a)(1).

e. The City specifically reserves the right, to remove or exclude any vendor or other person who refuses to abide by any local, state or federal law.

5. General Breach.

Unless stated elsewhere in this Agreement, CLM shall be in default under this Agreement if CLM breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the City referencing this Agreement, the City shall have the right to terminate this Agreement immediately by providing written notice to CLM. If this Agreement is terminated, CLM will forfeit its right to further payments by the City.

6. No Independent Contractor or Agency Relationship.

It is expressly understood and agreed that CLM shall operate as an independent contractor and not as an agent, representative or employee of the City. CLM shall have the exclusive right to control all details and day-to-day operations relative to the Farmer's Market and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. CLM acknowledges that the doctrine of respondeat superior will not apply as between the City and CLM, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. CLM further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and CLM.

7. INDEMNIFICATION.

CLM, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, DEMANDS, CAUSES OF ACTION, COSTS AND EXPENSES OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION AND SETTLEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS OF BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF, OR BE OCCASIONED BY: (a) CLM'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (b) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF CLM, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY, OR ITS EMPLOYEES, OFFICERS, AGENTS, ASSOCIATES, CONTRACTORS OR SUBCONTRACTS), OR SUBCONTRACTORS DUE OR RELATED TO OR ARISING FROM THE OPERATIONS OF THE FARMER'S MARKET, ACTIVITIES AT SAGINAW SWITCHYARD, OR THE PERFORMANCE OF THIS AGREEMENT.

8. Insurance

CLM agrees to maintain insurance for comprehensive general liability, automobile liability insurance, and workers' compensation during the term of this Agreement in the amounts specified by the City, and CLM shall furnish City with a valid Certificate of Insurance covering all workers and subcontractors. Such policies shall name the City, its officers, employees and agents as an additional insured and shall provide for a waiver of subrogation against the City.

9. Notices.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

City:	**CLM:**
City of Saginaw	Community Link Mission, Inc.
Attn: City Manager	Attn: Lara Gay
Address:	
333 West McLeroy Blvd.	300 Belmont St.
Saginaw, Texas 76179	Saginaw, Texas 76179

10. Assignment and Successors.

CLM may at any time assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to an Affiliate, so long as CLM, the Affiliate, and the City first execute an Agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of CLM under this Agreement. Otherwise, CLM may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City of Saginaw. Any attempted assignment, transfer, or conveyance without the City's prior written approval shall constitute a breach and be grounds for termination of this Agreement. Any authorized assignee or successor-in-interest of CLM of all rights under this Agreement shall be deemed "CLM" for all purposes under this Agreement.

11. Compliance with Laws, Ordinances, Rules, and Regulations.

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter, codes and ordinances, as they may be amended.

12. Right to Inspect Records.

CLM agrees that the City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of CLM or any Affiliate involving transactions relating to this Agreement during the term of this Agreement. The City shall give CLM or its Affiliate reasonable advance notice of intended examination.

13. Governmental Immunity and Powers.

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities that are outside of the terms, obligations and conditions of this Agreement.

14. No Waiver.

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

15. Venue and Jurisdiction; Applicable Law; Limitation of Remedies.

a. *Venue*. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division.

b. *Applicable Law*. This Agreement shall be construed in accordance with the laws of the State of Texas and is entered into subject to the charter and ordinances of the City as they may be amended from time to time. Situs of this Agreement is agreed to be Tarrant County, Texas, for all purposes including performance and execution.

c. *No Waiver of Immunity; Limitation of Remedies*. Notwithstanding any provision of this Agreement to the contrary, nothing contained in this agreement may be construed to limit or waive any governmental or sovereign immunity of the City, or any immunity applicable to its officers, agents, servants or employees. To the extent there may be a waiver of immunity under state law, the remedies available to enforce this agreement are limited to mandamus, specific performance or injunctive relief. All other remedies (except recovery of attorney's fees as allowed below), including suits for damages are specifically waived by both parties.

d. *Attorney's Fees*. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

16. No Third Party Rights.

The provisions and conditions of this Agreement are solely for the benefit of the City and CLM, and any lawful assign or successor of CLM, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

17. Force Majeure.

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of

God, inclement weather, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

18. Interpretation.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement. To the extent of any conflict between an incorporated exhibit and the body of this Agreement, the Agreement shall control.

19. Severability Clause.

It is hereby declared to be the intention of the parties that sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the parties without the incorporation in this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section. It is the intent of the Parties to provide the economic incentives contained in this Agreement by all lawful means.

20. Captions.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

21. Entirety of Agreement.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and CLM, and any lawful assign and successor of CLM, as to the matters contained in the Agreement. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended unless the amendment is executed in writing by both parties.

22. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

Signed this _____ day of _____2021.

CITY OF SAGINAW

By: _____
Gabe Reaume, City Manager

Date: _____

ATTEST:

_____
Janice England, City Secretary

COMMUNITY LINK MISSION, INC

_____

By: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this date personally appeared _____, who after being duly sworn stated that she is the _____ of Community Link Mission, Inc., and that she signed the foregoing instrument on behalf of said entity for the purposes expressed therein on the date shown.

_____
Notary Public in and for the State of Texas

My commission expires: _____

Date: _____

COMMUNITY LINK MISSION, INC.
Budget Overview: 2020/2021 Market Budget

	January - December 2020	Jan - Nov 3, 2020 Actuals	Difference	January - December 2021
Revenue				
Vendor Fees/App Fees	10,240.00	4,830.04	5,409.96	10,240.00
City of Saginaw	30,000.00	26,250.00	3,750.00	0.00
Other Income - Tshirts/Bags	0.00	2,521.00	-2,521.00	7,500.00
Total Revenue	**$ 40,240.00**	**$ 33,601.04**	**6,638.96**	**$ 17,740.00**
Expense				
Formation Cost	8,000.00	929.65	7,070.35	0.00
Market Coordinator - PT	15,600.00	10,810.00	4,790.00	10,000.00
Promotion	5,000.00	4,583.90	416.10	2,500.00
Marketing	5,000.00	4,250.00	750.00	2,500.00
Vendor Materials	750.00	750.00	0.00	350.00
Admin Operations - CC Fees/Website	0.00	1,069.62		
SNAP Expense	3,500.00	0.00	3,500.00	1,000.00
Liability Insurance	600.00	600.00	0.00	600.00
Accounting	750.00	0.00	750.00	750.00
Total Expense	**$ 39,200.00**	**$ 22,993.17**	**16,206.83**	**$ 17,700.00**
Net Income	1,040.00	10,607.87		40.00

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (9)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Consideration and Action regarding a Development Agreement with Beltmill Saginaw, LLC, governing development criteria for property consisting of approximately 116 acres out of Abstract 1497, Tracts 3A, 3D and 3G3, Benjamin Thomas Survey, located north of Bailey-Boswell Road, east of Business 287 and west of Wagley Robertson Road

BACKGROUND/DISCUSSION:
To guarantee the enforceability of exterior and architectural requirements, a development agreement has been drafted for the BeltMill planned development. The proposed development agreement thus serves as a placeholder for the time being. The Parties agree to cooperate to create a public improvement district over the Property to address construction costs of Beltmill Parkway and other public improvements, including public parks/open space improvements; provided, however, this shall not obligate the city council of the City to create a public improvement district.
In addition to exterior and architectural requirements, parkland dedication will be required as follows:
-1 acre park in single family neighborhood (District 4)
-Half acre park in Town Home neighborhood (Disrict 3)
-1.7 and 3.1 acre retention pond areas at the intersection of Beltmill and Bailey Boswell shall be dedicated to the City. The exact size and location of each park will be determined by the Developer at the time of platting; however, the minimum size shall be within 0.1 acres of the estimated size indicated in the PD. The terms of the dedication of the retention ponds will make clear that they can continue to be used for drainage purposes, and that the retention ponds will be maintained by the Developer, by a property owners association, or with public improvement district assessments.
Development agreements must be conditioned upon the use of incentives. The City agrees to waive the building permit fees for the first ten building permits for new single-family detached structures within the Property. To the extent that the waiver of building permit fees constitutes an economic development incentive, a program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Development to the City ("Program"). The terms of this Agreement shall implement the Program.
*Please note: this is just a placeholder and the incentive is intended to be replaced by the creation of a future public improvement district and identification of future PID-funded projects.

FINANCIAL IMPACT:
Addressed in background information.

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Development Agreement with Beltmill Saginaw, LLC

DEVELOPMENT AGREEMENT

This Development Agreement **(**"Agreement") by and between the City of Saginaw, Texas (the "City") and Beltmill Saginaw, LLC, a Texas limited liability company (the "Developer"), each a "Party" and collectively the "Parties," is made and entered into to be effective on November 17, 2020 (the "Effective Date").

WITNESSETH

WHEREAS, the Developer intends to develop the Beltmill (the "Project") consisting of approximately 116 acres located in the City of Saginaw as more particularly described on **Exhibit A** (the "Property"); and

WHEREAS, on November 17, 2020, the Saginaw City Council voted to approve a planned development zoning ordinance for the Property (the "PD"); and

WHEREAS, the City and Developer wish to address issues related to the PD and the Project including timing of park land dedication for the parks shown on the conceptual plan attached to the PD, architectural standards for development within the Project, and a waiver of certain building permit fees; and

WHEREAS, as consideration for the Developer agreeing to develop the Project in accordance with the architectural standards set forth on **Exhibit B** (the "Architectural Standards"), the City supports waiving certain building permit fees as further described in this 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. Parties' Obligations.

   a. Parkland. The approximately one-acre park in the Single Family neighborhood of the PD (District 4), the approximately one-half acre park in the Town Homes neighborhood of the PD (District 3), and the 1.7 acre and 3.1 acre retention pond areas at the intersection of Beltmill and Bailey Boswell, shall be dedicated to the City at the time the portion of the Property within which each park is proposed to be located, is final platted. The exact size and location of each park will be determined by the Developer at the time of platting; however, the minimum size shall be within 0.1 acres of the estimated size indicated in the PD. The terms of the dedication of the retention ponds will make clear that they can continue to be used for drainage purposes, and that the retention ponds will be maintained by the Developer, by a property owners association, or with public improvement district assessments. The Parties agree to cooperate to create a public improvement district over the Property to address construction costs of Beltmill Parkway and other public improvements, including public parks/open space improvements; provided, however, this shall not obligate the city council of the City to create a public improvement district.

   b. Architectural Standards. The Project shall be developed in accordance with the Architectural Standards. Any future development or modifications to structures within the Property shall be in conformance with and shall adhere to the Architectural Standards. The

parties agree that Property will be developed as an area of architectural significance as contemplated by Chapter 3000 of the Texas Government Code ("Code"). Also, the covenant to develop and modify structures within the Property in accordance with the Architectural Standards is with the irrevocable voluntary consent of the owner of the Property in accordance with Section 3000.002 (d) of the Code and the Developer acknowledges and agrees that the City's waiver of certain building permit fees, as set forth in paragraph 1.c. hereof, constitutes adequate consideration for such voluntary consent.

c. Building Permit Fee Waiver. The City agrees to waive the building permit fees for the first ten building permits for new single-family detached structures within the Property. To the extent that the waiver of building permit fees constitutes an economic development incentive, a program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Development to the City ("Program"). The terms of this Agreement shall implement the Program.

2. Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3. Term. The term of this Agreement shall be 15 years from the Effective Date; provided, however, that the obligations set forth in paragraph 1.b., hereof, shall survive termination of this Agreement.

4. 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 Agreements.

5. Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

6. REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. THE PARTIES AGREE THAT NO PARTY WILL BE LIABLE FOR ANY PUNITIVE, SPECULATIVE, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THIS AGREEMENT.

7. Assignment. The Developer has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Developer. Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. An Assignee shall be considered a "Party" and the "Developer" for the purposes of the rights, title, interest, and obligations assigned to the Assignee.

8. Estoppel Certificates. From time to time upon written request of the Developer, the City Manager will execute a written estoppel certificate identifying any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement.

9. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

10. No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

11. Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. 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:

Beltmill Saginaw, LLC
3045 Lackland Road
Fort Worth, TX 76116
Attn: Don Allen

14. 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.

15. 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.

16. 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.

17. Filing in Tarrant County Deed Records. This Agreement or a memorandum thereof shall be filed by the City in the deed records of Tarrant County, Texas. The Architectural Standards shall be a covenant running with the land that is binding on each owner of the Property.

18. 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.

19. 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 mandated by this Agreement 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 required by this Agreement 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 requirements of this Agreement 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.

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

Exhibit A	Legal Description of the Property
Exhibit B	Architectural Standards

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the Effective Date.

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 ___ day of November, 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:

Beltmill Saginaw, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this the ____ day of November 2020 by _____, the _____ of Beltmill Saginaw, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

Exhibit A
Legal Description Beltmill

115.421 ACRES

Being all that certain lot, tract or parcel of land situated in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas, and being part of that certain called 380.90 acre tract of land described in deed in favor of CFI Farm Properties, LLC, recorded in Instrument Number D209083859 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at an axle found on the easterly line of said 380.90 acre tract at the southwest corner of that certain called 317.63 acre tract of land described in deed in favor of Clarence Sloan, recorded in Volume 1622, Page 102 of the Deed Records of Tarrant County, Texas;

THENCE N 89°55’00" E, 712.44 feet with the easterly line of said 380.90 acre tract and the south line of said 317.63 acre tract to a 3/8" rebar found at the most southerly southeast corner of said 617.63 acre tract and being the northwest corner of Lot 7-R, Block A of the B. Thomas Addition, an addition to Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 5610 (Document Number D20017631) of the Plat Records of Tarrant County, Texas;

THENCE S 48°40’00" E, continuing with the east line of said 380.90 acre tract and the west line of said Lot 7-R, passing the southwest corner thereof and the northwest corner of Lot 6-R of said B. Thomas Addition, continuing with the west line thereof a distance of 1257.47 feet to the southeast corner thereof and being the southwest corner of Lot 5-R of said B. Thomas Addition, and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of William V. Sloan and June Perner Sloan, recorded in Volume 4338, Page 81 of the Deed Records of Tarrant County, Texas;

THENCE S 00°48’00" E, 537.46 feet continuing with the easterly line of said 380.90 acre tract and the west line of said 25 acre tract to a 3/4" steel rod found at the southwest corner of said 25 acre tract and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of CFI Farm Properties, LLC, recorded in Instrument Number D209083861 of the Real Property Records of Denton County, Texas;

THENCE N 89°50’10" E, with the south line of said 25 acre Sloan tract and the north line of said 25 acre CFI tract, passing at 1995.4 feet a 1" rebar found for witness on the west line of Wagley Robertson Road, A.K.A. County Road 4108, continuing a total distance of 2027.79 feet to the southeast corner of said 25 acre Sloan tract and the northeast corner of said 25 acre CFI tract;

THENCE S 00°37’30" E, with the east line of said 25 acre CFI tract in said Wagley Robertson Road, passing the southeast corner thereof and the most easterly northeast corner of said 380.90 acre tract, continuing with the east line thereof a distance of 1056.04 feet to the POINT OF BEGINNING;

THENCE S 00°37’30" E, 1196.87 feet continuing with the east line of said 380.90 acre tract in said Wagley Robertson Road to the north line of East Bailey Boswell Road, being the northeast corner of that certain called 3.318 acre tract of land described in right-of-way deed in favor of the City of Saginaw, Texas, recorded in Instrument Number D198013681 of the Official Public Records of Tarrant County, Texas;

THENCE S 33°04’55" W, 345.22 with the north line of said East Bailey Boswell Road and the

north line of said 3.318 acre tract to the beginning of a curve to the left;

THENCE continuing with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract with the arc of said curve to the left having a radius of 795.00 feet, a central angle of 56°44’17" and an arc length of 787.26 feet, whose chord bears S 61°27’03" W, 755.49 feet to a point of tangency;

THENCE S 89°49’10" W, 660.43 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to the southeast corner of that certain called 0.423 acre tract of land described in Easement and Right-of-Way Agreement in favor of the City of Saginaw, recorded in Instrument Number D217022485 of the Official Public Records of Tarrant County, Texas;

THENCE N 00°10’50" W, 12.00 feet continuing with the north line of said East Bailey Boswell Road and the east line of said 0.423 acre tract to the northeast corner thereof;

THENCE S 89°49’10" W, 65.00 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to an angle point;

THENCE N 84°42’10" W, 175.17 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to the beginning of a curve to the left;

THENCE continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract with the arc of said curve to the left having a radius of 1038.00 feet, a central angle of 05°43’25" and an arc length of 103.69 feet, whose chord bears N 87°33’52" W, 103.65 feet to a point of tangency;

THENCE N 89°34’25" W, 341.34 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to the northwest corner of said 0.423 acre tract, being on the east of the Fort Worth and Denver Railroad as evidenced in Volume 3299, Page 285 of the Deed Records of Tarrant County, Texas, and being on the west line of said 380.90 acre tract;

THENCE N 36°58’40" E, 2216.81 feet with the east line of said Fort Worth and Denver Railroad and the west line of said 380.90 acre tract;

THENCE N 89°12’40" E, 3517.52 feet to the **POINT OF BEGINNING** and containing approximately 115.421 acres of land.

Bearings based Texas Coordinate System, North Central Zone (4202), NAD ’82.

Exhibit B
Architectural Standards

COMMERCIAL ARCHITECTURAL STANDARDS

The buildings in the Commercial District of the PD shall comply with the following:

Building Materials. Exterior materials used in the construction of buildings shall comply with the following standards.

a. All building façades shall be architecturally finished with 80% masonry with an allowance for up to 20% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, stucco, cementitious siding, and textured and painted concrete tilt-wall. Windows, doors and accent materials shall be excluded from the façade area for the purposes of calculating percentages.





b. Secondary building materials include EIFS as a cornice, band, medallion, etc., quality wood such as, cedar, redwood, tile, composite wood panels or ornamental metal. Other secondary materials not specifically noted herein may be allowed only if approved by the City.

Sidewalk uses. In no case shall the width of a walkway be reduced to less than 5 feet by the use of the sidewalk allowed above.

RESIDENTIAL ARCHITECTURAL STANDARDS

URBAN RESIDENTIAL ARCHITECTURAL STANDARDS

Building Materials. Exterior materials used in the construction of multi-family residential buildings shall comply with the following standards.

a. All building façades shall be architecturally finished with 75% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, stucco, and cementitious siding.
b. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.

SINGLE FAMILY ATTACHED AND DETACHED ARCHITECTURAL STANDARDS

Single Family Detached and Townhome building types shall comply with the following standards.

a. The exterior façades shall be constructed of 100% masonry on the front façade and 80% on the other facades. Masonry finishes include clay fired brick, natural and

manufactured stone, cast stone, stucco (second floor and above), and cementitious siding.

b. Windows, doors, porches, columns, dormers and other architectural features shall be excluded from the façade area for the purpose of calculating primary building materials.

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (10)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
PUBLIC HEARING - Consideration and Action regarding a Request for a Conceptual Development Plan associated with an application for Planned Development Zoning with Community Commercial and Single Family and Multifamily uses for land described as 116 Acres of land out of Abstract 1497, Tracts 3A, 3D and 3G3, Benjamin Thomas Survey, located North of Bailey-Boswell Road, East of Business 287 and West of Wagley Robertson Road Planned Development – Beltmill

BACKGROUND/DISCUSSION:
Applicant/Owner: CFI Farm Properties, LLC
Engineer: McAdams, Doug Powell
Existing Zoning: AG
Ultimate Land Use Plan: CC
Proposed Zoning: PD/CC, PD/MF2, PD/SFA and PD/SF4

The applicant is requesting a zoning change from AG to PD/CC, PD/MF2, PD/SFA and PD/SF4. The development plan is divided into four Districts comprised of Commercial (Community Commercial (CC)), Urban Village (Multi-Family 2 (MF2)), and two Single Family (Single Family Attached (SFA) and Single Family Detached (SF4)).

The property has existing frontage on Bailey-Boswell Road and Wagley-Robertson Road. The development is bordered on the west by the Burlington Northern Santa Fe Railroad. The development extends northward into the City of Fort Worth.

The development includes an interior 4-lane divided roadway (Beltmill Parkway). A Traffic Impact Analysis has been submitted that recommends improvements to the intersections with Bailey Boswell Road and Wagley Robertson Road including turn lanes and signalization.

The developer has provided a narrative and Conceptual Development Plan outlining the standards to be used in the development. Future Development Plan submittals will be required to finalize the Planned Development for the Districts. The processing of these future plans will be as required in Section 7-1 Planned Development

district of the Zoning Ordinance.

A spreadsheet has been attached to highlight the proposed variances from City Zoning requirements.

Approval of the request will amend the City's zoning map. However, property will not be permitted to develop until provisions of Section 7-1 of the Zoning Ordinance are met to fully establish the Planned Development District on all or part of the property.

The Planning and Zoning Commission considered the request on November 10, 2020 and unanimously approved a recommendation for Council approval.

FINANCIAL IMPACT:
This item has No Financial Impact.

RECOMMENDATION:
It is recommended that Conceptual Development Plan and rezoning request be approved pursuant to the requirements of Section 7-1 of the City's Zoning Ordinance to fully establish the Planned Development District on the property as described in Ordinance 2020- 24 attached.

ATTACHMENTS:

Description

P&Z Packet
P&Z Minutes
Conceptual Development Plan
Ordinance 2020-24

DATE: November 10, 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 Conceptual Development Plan associated with an application for Planned Development Zoning with Community Commercial and Single Family and Multifamily uses for land described as 116 Acres of land out of Abstract 1497, Tracts 3A, 3D and 3G3, Benjamin Thomas Survey, located North of Bailey-Boswell Road, East of Business 287 and West of Wagley Robertson Road

Planned Development – Beltmill

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Engineer: McAdams, Doug Powell
Existing Zoning: AG
Ultimate Land Use Plan: CC
Proposed Zoning: PD/CC, PD/MF2, PD/SFA and PD/SF4

Background

The applicant is requesting a zoning change from AG to PD/CC, PD/MF2, PD/SFA and PD/SF4. The development plan is divided into four Districts comprised of Commercial (Community Commercial (CC)), Urban Village (Multi-Family 2 (MF2)), and two Single Family (Single Family Attached (SFA) and Single Family Detached (SF4)).

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A spreadsheet has been attached to highlight the proposed variances from City Zoning requirements.

If you have any questions, please let me know.

Sincerely,

Rick Trice
Director of Public Works

Attachment

Commercial			
Development Standard	**Community Commercial**	**Commercial**	**Comments**
Uses		Community Commercial	
Density	NA	NA	
Lot Area	NA	NA	
Lot Width	NA	NA	
Lot Depth	NA	NA	
Front Yards	20 feet	20 feet	
Minimum Side Yard Setbacks	None	0 feet	
Minimum Rear Yard	10 feet	10 feet	
Building Height	110 feet, 8 stories	36 feet, 2-1/2 stories	
Building Elevations			
Minimum Lot Coverage	50%	50%	
Parking			
Commercial		City Code	
Restaurant		City Code	
Office	1 space/150-300 SF	City Code	
Screening		N/A	
Landscaping		Tree planting no greater than 30' on center; 3 caliper inch.	
Signs		Section 5.3	
Lighting		City Code	
Building Materials	100% masonry or tilt-wall when visible from ROW exclusive of windows, doors and dormers. Wood finish allowed < or = 10% of wall area.	City Code	

Urban Residential			
Development Standard	**Multi-Family MF2**	**Urban Residential**	**Comments**
Uses		MF-2	
Density	24 DU/acre	24 DU/acre	
Minimum Lot Area	2,400 per DU located on 1 acre	2,400	
Minimum Lot Width	NA	0	
Minimum Lot Depth	NA	0	
Front Yards	25 feet	10 feet	Waiver Required - buildings are placed to be adjacent to the sidewalk to encourage pedestrian use.
Minimum Side Yard	20 feet	20 feet	
Minimum Rear Yard	25 feet	25 feet	
Building Height	45 feet or 3 stories	45 feet or 3 stories	
Building Elevations			
Maximum Lot Coverage	65%	65%	
Parking			
MF	1.5/1 bed unit, 2/2 bed unit, 2.5/3 bed unit	City Code	
Age Restricted	1.5/Unit	City Code	
Landscaping		City Code	
Signs		City Code	
Lighting		City Code	
Building Materials	75% Masonry, 100% on front façade exclusive of windows, doors and dormers	City Code	

Townhome			
Development Standard	Single Family Attached	Townhomes	**Comments**
Uses		Single Family Attached	
Density	N/A		
Minimum Lot Area	2,500	1,900	Waiver Required
Minimum Lot Width	25 feet	24 feet	Waiver Required
Minimum Lot Depth	90 feet	80 feet	Waiver Required
Front Yards	20 feet	10 feet	Waiver Required
Minimum Side Yard	10 feet	10 feet	
Minimum Rear Yard	10 feet front entry, 20 feet rear entry	10 feet front entry, 20 feet rear entry	
Building Height	36 feet, 2-1/2 stories	36 feet, 2-1/2 stories	
Building Elevations			
Maximum Lot Coverage	80%	80%	
Parking	4/Unit, 2 covered, 2 uncovered off street	City Code	
Landscaping		City Code	
Signs		City Code	
Lighting		City Code	
Building Materials	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.	City Code	

Single Family			
Development Standard	SF-4	Single Family Detatched	Comments
Uses		SF-4	
Minimum Lot Area	5,500	4,000	Waiver Required
Minimum Lot Width	55 feet	40 feet	Waiver Required
Minimum Lot Depth	100 feet	100 feet	
Front Yards	25 feet	20 feet	Waiver Required
Minimum Side Yard	74.5 feet interior lot 15 feet adjacent to street	6 feet	Waiver Required
Minimum Rear Yard	10 feet front entry, 20 feet rear entry	20 feet	
Corner	10 feet	10 feet	
Building Height	36 feet, 2-1/2 stories	36 feet, 2-1/2 stories	
Building Elevations			
Maximum Lot Coverage	50%	50%	
Parking	4/Unit, 2 covered, 2 uncovered off street	City Code	
Landscaping		City Code	
Signs		City Code	
Lighting		City Code	
Building Materials	N/A	N/A	

Sec. 7-1. - PD Planned development district.

A. *Central description and purpose.* The "PD" Planned Development District is a district which accommodates planned associations of uses developed as integral land use units such as industrial districts, offices, commercial or service centers, shopping centers, residential developments of multiple or mixed housing including attached single-family dwellings or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A PD district may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts in this ordinance. While greater flexibility is given to allow special conditions or restrictions which would not otherwise allow the development to occur, procedures are established herein to insure against misuse of increased flexibility.

B. *Permitted uses.* Any use permitted in this ordinance shall be permitted in a PD district if such use is specified in the amending ordinance granting a planned development district. The size, location, appearance, and method of operation may be specified to the extent necessary to insure compliance with the purpose of this ordinance.

C. *Planned development requirements.*

1. Development requirements for each PD district shall be set forth in the amending ordinance granting that PD district and shall include, but may not be limited to; uses, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, lighting, project phasing or scheduling, management associations, and other requirements as the city council and planning and zoning commission may deem appropriate.
2. In the PD district, unless otherwise stipulated in the PD, uses shall conform to the standards and regulations of the base zoning district to which it is most similar. The particular zoning district must be stated in the granting ordinance. All applications to the city shall list all requested changes from the standard requirements set forth throughout this ordinance (applications without this list will be considered incomplete).
3. The ordinance granting a PD district shall include a statement as to the purpose and intent of the PD granted therein. A specific list is required of variances in each district or districts and a general statement citing the reason for the PD request.
4. The planned development district shall conform to all other sections of the ordinance unless specifically excluded in the granting ordinance.
5. The minimum net acreage for a planned development request shall be ten acres

D. *Establishment.* In establishing a planned development district in accordance with this section, the city council shall approve and file as part of the amending ordinance appropriate plans and standards for each planned development district. To facilitate understanding of the request during the review and public hearing process, the planning and zoning commission and city

council shall require a conceptual plan and/ or a development plan. A development plan may be submitted in lieu of the conceptual plan, in which case no further approval is required by the city council.

E. *Development plan.*

1. This plan shall set forth the final plans for development of the planned development district and shall conform to the data presented and approved on the conceptual plan.
2. Changes of detail on the development plan, which differ from the original concept plan, may be authorized by the planning and zoning commission without public hearing providing such changes conform to the following:
    a. The basic relationship of the proposed development to adjacent property are not altered;
    b. The uses permitted are not revised;
    c. Density is not altered;
    d. Building height or coverage of the site is not altered;
    e. Any landscape plans as indicated on the approved conceptual plan are not revised;
    f. The off-street parking ratio is not decreased;
    g. Yards provided at the boundary of the site are not reduced.
3. If an agreement cannot be reached by the commission regarding whether a development plan conforms to the original concept plan, the planning and zoning commission shall follow the procedures for public hearing for zoning change before final approval of the plan. Approval of the development plan shall be the basis for issuance of a building permit, but does not release the applicant of the responsibility to submit plans to the building official for a building permit.
4. The development plan may be submitted for the total area of the PD or for any section or part as approved on the conceptual plan.
5. The development plan must be recommended for approval by the planning and zoning commission and approved by the city council, but a public hearing is not required unless there is change from the approved concept plan.
6. A public hearing for the development plan shall be required if the hearing requirement is specifically stated at the time of conceptual plan approval in the original amending ordinance.
7. The development plan shall include:
    a. A site inventory analysis including: a scale drawing showing natural features including:
        (1) Existing vegetation;
        (2) Natural water courses, creeks or bodies of water;
        (3) An analysis of planned changes in such natural features as a result of the development;
        (4) A delineation of any flood prone areas.

b. A scale drawing showing:

(1) Any proposed public or private streets and alleys;

(2) Building sites or lots;

(3) Areas reserved as parks, parkways, playgrounds;

(4) Utility easements;

(5) School sites;

(6) Street widening and street changes;

(7) Points of ingress and egress from existing streets;

(8) General location and description of existing and proposed utility services, including size of water and sewer mains;

(9) The location and width for all curb cuts; and

(10) The land area of all abutting sites and the zoning classification thereof on an accurate survey of the tract with a topographical contour interval of not more than five feet.

c. A site plan for proposed building complexes showing:

(1) The location of separate buildings;

(2) The minimum distance between buildings;

(3) The minimum distance between building and property lines;

(4) Street and alley lines;

(5) The arrangement and provision of off-street parking; and

(6) The size and location for ingress and egress to any nonresidential uses.

d. A landscape plan showing:

(1) Turf areas;

(2) Screening walls;

(3) Ornamental planting;

(4) Any wooded areas; and

(5) Trees to be planted.

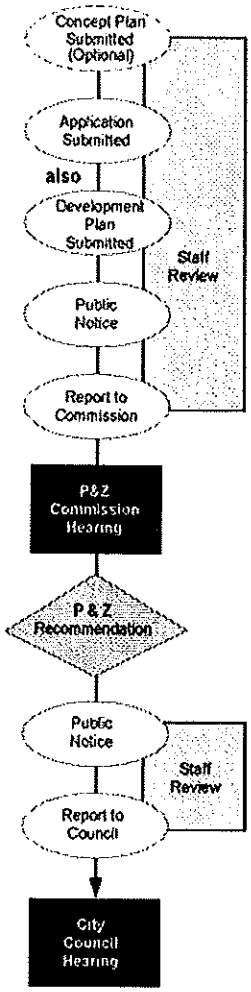
e. An architectural plan showing elevations and signage style to be used throughout the development in all districts except that single-family, and two-family may be required by the planning and zoning commission or city council if deemed appropriate.

f. All development plans may have supplemental data describing standards, regulations or other data pertinent to the development of the PD district which is to be included in the text of the amending ordinance.

F. *Procedure.* The procedure for establishing a planned development district shall follow the procedure for zoning amendments as set forth in section 1-3, Changes and Amendments. This

procedure is further expanded as follows for approval of conceptual and development plans.

1. The planning and zoning commission and city council may approve the conceptual plan and the development plan or any section of the development plan, separately or jointly in public hearings. A single public hearing for the PD request is adequate when:
   a. The applicant submits adequate data with the request for the planned development district to fulfill the requirement for a development plan; or
   b. Information on the conceptual plan and attached application is sufficient to determine the appropriate use of the land and the development plan will not deviate substantially from it.
2. The ordinance establishing the planned development district shall not be approved until the development plan is approved.
3. The development plan may be approved in sections. when the plan is approved in sections, then separate approvals by the planning and zoning commission and city council for the initial and subsequent sections will be required.
4. A development plan shall be submitted for approval within 18 months after the approval of the conceptual plan for some portion of the conceptual plan. If a partial development plan is not submitted within 12 months, the conceptual plan is subject to review by the planning and zoning commission and city council.
5. If the project is not started within five years, the planning and zoning commission and city council may review the original concept plan to ensure its continued validity. If the city determines the concept is not valid, a new concept plan must be approved prior to issuing a building permit for any portion of the PD district.
6. Although a public hearing may not be required for the development plan, approval by the planning and zoning commission and city council is still required.



Procedure

G. *Consideration.* When a PD district is being considered, a written report from the city manager or his designated representative, discussing the impact on planning, engineering, water utilities, electric utilities, sanitation, building inspection, tax, police, fire, and traffic, and written comments from the applicable public school district, and from private utilities may be submitted to the planning and zoning commission prior to the commission making any recommendations to the city council. In the event written comments are not forthcoming in a reasonable amount of time, the commission may, at its discretion, make a recommendation to the city council without these written comments.

H. *Approval.* All planned development districts approved in accordance with the provisions of this ordinance in its original form, or by subsequent amendments thereto, shall be referenced on the zoning district map, and a list of such planned development districts, together with the category of uses permitted therein, shall be maintained as part of this ordinance.

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Fitness/Sporting Goods
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Furniture For Sale
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Wanted to Buy
Woodstoves & Firewood
Misc. Merchandise

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

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

announcements

Misc. Announcements

DEAN CARRINGTON MD Retirement - Dean Carrington MD will be retiring November 30, 2020. This serves as notice of the event. Records for existing patients may be obtained at 1001 N Waldrop Suite 602, Arlington Tx 76012

automotive

Automobiles

1999 BMW 323 I 4dr, 5spd, 92,905 mi, $7500. Call 682-465-5053

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Situations/Employment Wanted

CUSTOM CABINET SHOP SEEKING A SHOP LEAD. Postion Available Immediatley. Call 817-905-9764

PERMANENT COOK needed. Family ranch in Kopperl, TX needs live in experienced cook. Workload dependent on family presence at the ranch. Monday-Friday with weekend work as needed. Pay/benefits based on experience. Position includes a 3 bed 2 bath house with all utilities paid. Serious inquiries call (432) 686-5926.

legals classified

Legals & public notices

Application Has Been Made with the Texas Alcoholic Beverage Commision For Mixed Beverage On Premise permit By Mr Vapes EHB LLC as After Hours Bar and Grill to be located at 816 Matisse Dr Suite 130 Fort Worth Texas 76107 Tarrant County. Texas Officers Of Sald LLC Matthew Mildfeldt Manger , Ryan Mildfeldt Manger , Julio Lozoya Manager

Application has been made with the Texas Alcoholic Beverage Commission for a BG, beer and wine liquor license by KIMU SUSHI, LLC. DBA KIMU SUSHI, to be located at 3000 Grapevine Mills Pkwy #327, Grapevine, TX 76051. Officer of sald corporation Is Sul C. Ling, Owner.

Application has been with Texas Alcoholic Beverage Commission for Wine Only Package Store Permit by Tasha Monticure DBA Bodega South Main LLC to be located at 203 South Main Street, Fort Worth, TX 76104, Tarrant County, Texas. Officers of sald corporation are Tasha L Monticure and Walter D Monticure.

Legals & public notices

CITY OF ARLINGTON
NOTICE TO BIDDERS

This project primarily consists of the construction for adding an additional 5 million gallon per day (MGD) pump to the JKWTP West High Service Pump Station (WHSPS). The contractor's scope will include purchase and installation of electrical equipment, pipe, and valves as well as pulling wires and terminating to connect the new pump and motor furnished by others. The Engineer's estimate for this project is $336,000.
Sealed bids will be received by the City of Arlington, Texas, at the Office of the Director of Water Utilities, 2nd Floor, City Hall, 101 W. Abram Street, Arlington TX, 76010, until 2 p.m. on November 19, 2020, for the construction of John F. Kubala WTP West High Service Pump Station Pump 3 Addition, PROJECT NO. WUTR19020 as listed in the contract documents, at which time and place they will be publicly opened and read aloud in the Water Administration lobby area where social distancing will be maintained. Any bid received after closing time will be returned unopened.
All bidders and subcontractors on this project must be pre-qualified in the appropriate work category as outlined in the Instructions to Bidders of the contract documents.
Contract documents, including plans, specifications, and addendums may be reviewed and/or downloaded from the City's vendor/supplier portal, IonWave, accessible via the City's web page, https://arlingtontx.gov/city_hall/departments/finance.Look for "Vendor/Supplier" under "Services".
A Bidder's Bond payable to the City of Arlington, Texas, in an amount of not less than five percent (5%) of the largest possible total for the bid submitted, must accompany the bid.
A Performance Bond and a Payment Bond, each for one hundred percent (100%) of the contract price, will be required. The successful bidder shall also furnish to the City a Maintenance Bond covering defects of material and workmanship for two calendar years following the City's approval and acceptance of the construction.
Not less than the prevailing wage rates adopted by the City of Arlington, Texas, and as set forth in the contract documents, must be paid on this project.
In case of ambiguity or lack of clearness in stating prices in the Proposal, the City reserves the right to accept the most advantageous construction thereof to the City or to reject the proposal.
The City reserves the right to reject any or all bids and waive any or all informalities. No bid may be withdrawn until the expiration of ninety (90) days from the date bids are opened.
All inquiries must be submitted to the City in accordance with the Instructions to Bidders of the contract documents.
All questions and comments MUST be emailed to the project engineer, Kevin Burks at kevin.burks@arcadis.com. Answers to questions/comments will be addressed via addendum(s). The deadline for questions and comments is Tuesday, November 10, 2020 by 4:00 p.m. Questions/comments received past the deadline will not be entertained.
A NON-MANDATOR VIRTUAL PRE-BID MEETING for the Project will be held on Thursday November 5, 2020 at 10:00 a.m. Contractors intending to attend the virtual pre-bid conference should RSVP by Wednesday, November 4, 2020 by 2:00 p.m. to Ashley Brown at Ashley.Brown@arlingtontx.gov.
Arlington Star-Telegram publication dates:
Wednesday, October 28, 2020 & Wednesday, November 4, 2020

CITY OF ARLINGTON, TEXAS
NOTICE OF VIRTUAL PUBLIC HEARING ON NOVEMBER 9, 2020

special accommodations or alternative document forms please contact 817-459-6229 at least 48 hours in advance or via email grantsmanagement@arlingtontx.gov. The purpose of this hearing is to receive public comments regarding the City's 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER) for Community Development Block Grant (CDBG), HOME Investment Partnerships, and Emergency Solutions Grant (ESG) programs.
The CAPER outlines progress made in achieving goals established in the 2015-2019 Consolidated Plan and Action Plan from July 1, 2019 through June 30, 2020, including: 1) funds invested in projects and activities; 2) households and persons assisted; 3) actions taken to affirmatively further fair housing; 4) grant-funded projects that meet housing and community development needs in Arlington, and 5) unspent funds to reprogram to other activities.
A draft of the CAPER Executive Summary and Reprogramming summary will be made available for public comment for 30 days beginning Wednesday, October 28, 2020 and ending November 27, 2020 via the City website at: https://www.arlingtontx.gov/city_hall/departments/office_of_strategic_initiatives/grants_management/planning_and_reporting. Copies can be mailed or emailed upon request by contacting grantsmanagement@arlingtontx.gov or by calling 817-459-6229.
All comments may be submitted by participating in the virtual public meeting described above via Microsoft Teams, by calling in, by emailing comments to grantsmanagement@arlingtontx.gov, or by fax at 817-459-6253. All comments must be received by Close of Business on Friday, November 27, 2020.
In the event you are unable to access the virtual public hearing, you may submit your comments to grantsmanagement@arlingtontx.gov or by mail to:
City of Arlington
Grants Management
P.O. Box 90231, MS-01-0330
Arlington, TX 76010
If you have question, please call 817-459-6229.
The Arlington City Council will review the CAPER on Tuesday, December 15, 2020. The final CAPER, including all public comments received, will be submitted to HUD by December 18.

CIUDAD DE ARLINGTON, TEXAS
NOTIFICACIÓN DE AUDIENCIA PUBLICA VIRTUAL
9 de noviembre de 2020
Reporte Anual 2019-2020 de Rendimiento y Evaluacion Consolidado (CAPER) y La Reprogramacion de Fondos

La ciudad de Arlington llevara a cabo una audiencia publica el lunes, 6 de noviembre 2020 a las 6:00 pm en por el medio virtual, 'Microsoft Teams.' Haga clic aqui para reunirse o marcar 469-375-9689 o (833)-268-8354 ID de conferencia: 196-626-160#.
Para mas informacion sobre la audiencia publica o para organizar unos adaptaciones especiales o formularios de documentos alternativos or favor contacten 817-459-6229 con 48 horas de anticipacion o por email a grantsmanagement@arlingtontx.gov. El proposito de esta vista publica es recibir comentarios del publico sobre el Reporte Anual 2019-2020 de resultados anuales consolidados e informe de evaluacion (CAPER) para programas de subvencion de desarrollo comunitario (CDBG), sociedades de inversion de inicio (HOME) y concesion de soluciones de emergencia (ESG).
El reporte CAPER describe avances en el logro de metas establecidas en el Plan consolidado 2015-2019 y Plan de accion del 01 de julio del 2019 a través de 30 de Junio del 2020, incluyendo: 1) fondos invertidos en proyectos y actividades; 2) hogares y personas asistieron; 3) acciones para vivienda afirmativamente mas justa; 4) financiado por la subvencion de proyectos que conoce vivienda y necesidades de desarrollo de la comunidad de Arlington y 5) fondos no gastados para volver a programar a otras actividades.
Un borrador de resumen de CAPER y reprogramacion de fondos estara disponible para comentario publico por 30 dias a partir del miércoles, 28 de

teléfono, por mandar email a grantsmanagement@arlingtontx.gov o por fax a 817-459-6253. Comentarios deben ser recibidos no mas tarde de las 5:00 p.m. por el viernes, 27 de noviembre de 2020.
En caso de que no puede lograr acceso a la audiencia publica puede enviar sus comentarios a grantsmanagement@arlingtontx.gov o por corro:
City of Arlington
Grants Management
P.O. Box 90231, MS-01-0330
Arlington Texas 76010
Con preguntas, marque 817-459-6229.
El ayuntamiento del Cuidad de Arlington revisara al CAPER el martes 15 de diciembre de 2020. El CAPER final incluyendo todos los comentarios publicos sometidos presentara al HUD por 18 diciembre.

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 on a date other than the due date 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.
ITB 21-0008 BOB BOLEN & SW MUNICIPAL BUILDING GROUND MAINTENANCE
11/5/20
RFP 20-0071 VETERINARY X-RAY MACHINE AND MAINTENANCE
11/05/20
Unless otherwise noted, specifications may be obtained online at: http://fortworthtexas.gov/purchasing/

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS
Sealed bids will be received at 326 W. Main Street, Grand Prairie, TX or via www.PublicPurchase.com until November 5, 2020 at 2:00 PM, and publicly opened and read via teleconference for the purchase of the following:
BID # 21008 – Speed Cushions
Further information and specifications may be obtained at www.publicpurchase.com, www.gptx.org, or from the Purchasing division at (972) 237-8262.
The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.
Publish: October 21st & October 28th 2020

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR QUALIFICATIONS
Qualifications will be received at 326 W. Main Street, Grand Prairie, Texas, and via www.PublicPurchase.com until November 20, 2020 at 2:00 PM, and publicly opened and read at that time via teleconference for the procurement of the following:
RFQ# 21005 – Main Street (SH180) Roadway Improvements
Further information and specifications may be obtained at www.PublicPurchase.com, www.gptx.org, or from the Purchasing division at (972) 237-8269.
The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.
Publish: Oct 28 & Nov 4, 2020

CITY OF SAGINAW
ORDINANCE NO. 2020-22
AN ORDINANCE AMENDING ORDINANCE NO. 2002-04, AS AMENDED, THE ZONING REGULATIONS OF THE CITY OF SAGINAW, TEXAS, BY APPROVING A SPECIFIC USE PERMIT TO ALLOW THE OPERATION OF AN AUTO SERVICE STATION AT

VIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.
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). Each day that a violation is permitted to exist shall constitute a separate offense.
PASSED AND APPROVED ON THIS 20th DAY OF OCTOBER 2020. TODD FLIPPO, MAYOR

CITY OF SAGINAW
PUBLIC NOTICE
Public Hearings will be conducted by the Saginaw Planning and Zoning Commission at 6:00 p.m. on November 10, 2020 to consider a Development Plan and zoning change request from Agriculture (AG) to a Planned Development (PD) on 116 acres of land out of Abstract 1497, Benjamin Thomas Survey, Tracts 3A, 3AG3 and 3D, located at the northeast corner of North Saginaw Boulevard and East Bailey Boswell Road. Public Hearings will be conducted by the Saginaw City Council at 6:00 p.m. on November 17, 2020 to consider the above mentioned request for a Planned Development and zoning change, contingent upon the receipt of a report from the Planning and Zoning Commission regarding the proposed development plan and zoning change.
Both meetings will be in the City Hall Council Chambers, 333 West McLeroy Blvd., Saginaw, Texas.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any question regarding this matter to Rick Trice, P. E., Director of Public Works, 817-230-0500

NOTICE OF PUBLIC SALE
November 10, 2020 @ 10:00 AM
GRAINDE SELF STORAGE
410 E NORTHWEST HWY
GRAPEVILLE, TX 76051
(817) 481-5796
PURSUANT TO "CHAPTER 59 OF THE TEXAS PROPERTY CODE" (CHAPTER 576 ACTS OF THE 68TH LEGISLATURE, REGULAR SESSION 1983), HEREBY GIVES NOTICE UNDER SALE ACT, TO WIT:
LESSOR WILL CONDUCT A PUBLIC SALE FOR CASH TO SATISFY LANDLORD'S LIEN. PROPERTY WILL BE SOLD TO HIGHEST BIDDER FOR CASH. SELLER RESERVES RIGHT TO WITHDRAW PROPERTY FROM SALE.
PROPERTY INCLUDES CONTENTS OF THE SPACES OF THE FOLLOWING TENANTS:
BROWN- Dining Room Tables, side Chairs, Couches, Vacuums, Microwave, multiple small appliances, Beds & Mattresses
LEMERAND- Restaurant supplies, Pizza Oven, Microwaves
GARZA- Mattress, household items, small appliances

NOTICE TO BIDDERS
Sealed blds 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 12th of November, 2020 for:
BID NUMBER: 21-0026
Annual Requirements Contract for Streetlight Poles, Lights, and Accessories
BID NUMBER: 21-0004
Annual Requirements Contract for Irrigation Relocation, Grass Replacement, and Other Landscaping Services
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
Sealed Bids will be received by the City of Roanoke, at Roanoke City Hall, 500 S. Oak Street,

LEGAL	NAME	MAILING ADDRESS	CITY	STATE	ZIP	PROPERTY ADDRESS IF DIFFERENT FROM MAILING ADDRESS
	EMS ISD	1200 N OLD DECATUR ROAD	SAGINAW	TX	76179	
1497-1-MULTI	TRINITY N AMER FREIGHT CAR	2525 N. STEMMONS FRWY	DALLAS	TX	75207	500 E. BAILEY BOSWELL ROAD SAGINAW, TX 76131
1497-T9	BURLINGTON NORTHERN RR	PO BOX 961089	FORT WORTH	TX	76161	RAILROAD ROW
1597-5-5	CESAR ELIAS & VICTORIA CHIHUAHUA	1512 RANCHVIEW DR SAGINAW, TX 76131	SAGINAW	TX	76131	
1597-5-6	DARRIN CURRY	1516 RANCHVIEW DR. SAGINAW, TX 76131	SAGINAW	TX	76131	
1597-5-7	DONNA & RONNY LANDRITH	1520 RANCHVIEW DR.	SAGINAW	TX	76131	
1597-5-8	HEVERT & KRYSTAL ALONZO	1524 RANCHVIEW DR.	SAGINAW	TX	76131	
1597-5-9	JAMES M GEROLD	1528 RANCHVIEW DR.	SAGINAW	TX	76131	
1597-5-10	ELISETH RAMOS	1532 RANCHVIEW DR.	SAGINAW	TX	76131	
1597-5-11	BEVERLY & KRISTAFUR DENNIS	1536 RANCHVIEW DR	SAGINAW	TX	76131	
1597-5-12	ACCOUNT PENDING					
1597-5-13	RICHARD DOMINQUEZ	1544 RANCHVIEW DR.	SAGINAW	TX	76131	
1597-5-14	DAVID & SANDRA EVRARD	1548 RANCHVIEW DR.	SAGINAW	TX	76131	
1597-5-15 (CITY BOUNDARY SPLIT)	VINCENT ARNOLDI	216 SUGAR CREEK LN.	SAGINAW	TX	76131	

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

October 29, 2020

NOTICE OF PUBLIC HEARINGS

THIS IS A REQUESTED CHANGE IN PROPERTY ZONING

RE: Consideration of a request to change zoning from Agriculture (AG) to a Planned Development (PD) on 116 acres of land out of Abstract 1497, Benjamin Thomas Survey, Tracts 3A, 3AG3, and 3D located at the northeast corner of North Saginaw Boulevard and East Bailey Boswell Road.

Dear Property Owner:

The Planning and Zoning Commission of the City of Saginaw will hold Public Hearings on the 10th day of November, 2020 at 6:00 p.m. and the City Council of the City of Saginaw, Texas, will hold Public Hearings on the 17th day of November 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 Doug Powell, 111 Hillside Drive, Lewisville, Texas 75057 to change the zoning on the above mentioned property from Agriculture (AG) to a Planned Development (PD).

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. Also included is a concept plan for this development.

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.

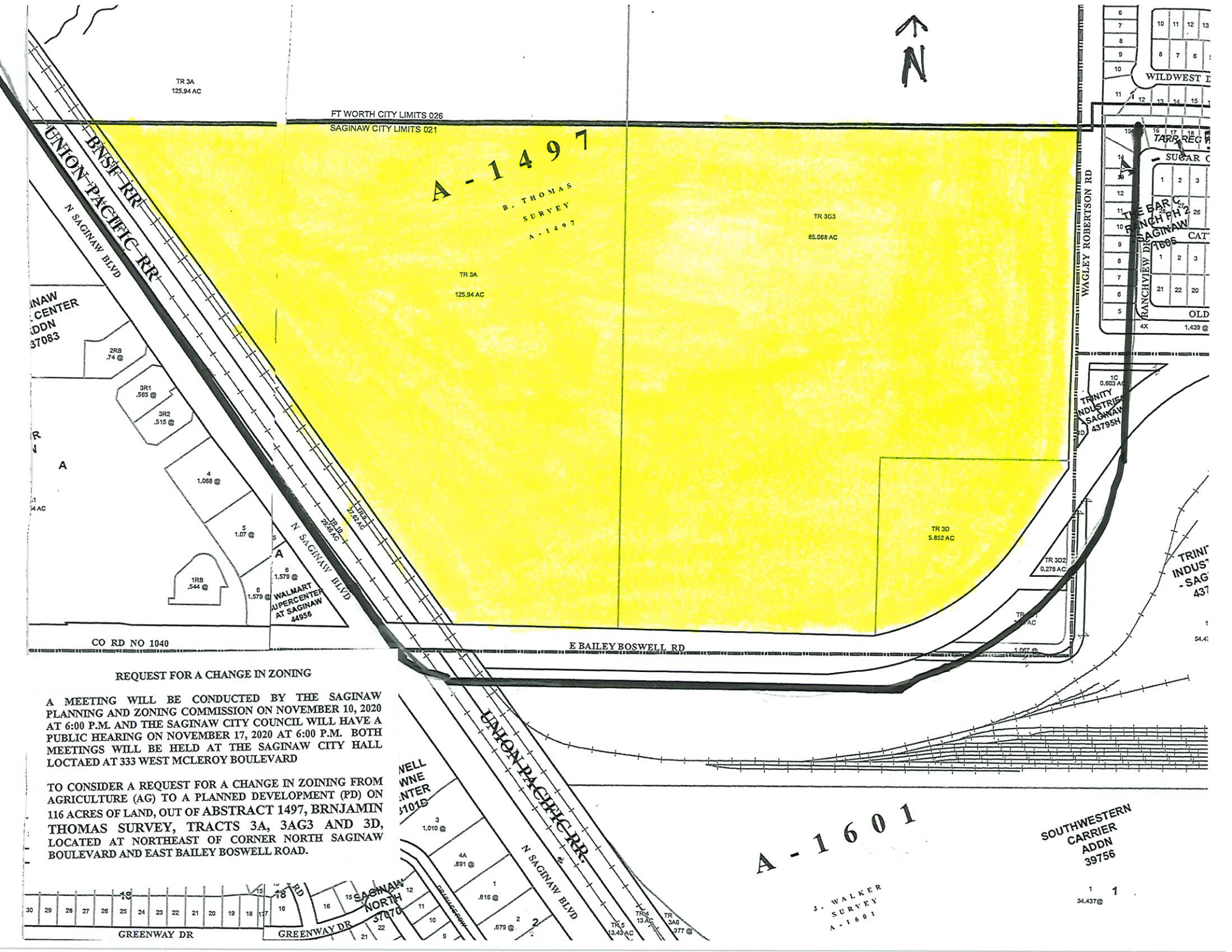
BELTMILL

Commercial	Lot Requirements				Sq.ft.	% of Total	Acres	% of Total Area	Density
	Min. Lot Area	Min. Lot Width	Building Pads	Setbacks (F/S/R)					
1	N/A	N/A	N/A	10/0/0	28,000	43.7%	12.80	11.0%	N/A
2	N/A	N/A	N/A	10/0/0	65,000	24.3%	1.85	8.3%	N/A
Total					93,000 SF		21.65 Acres		

Village Neighborhood	Lot Requirements				Unit Quantity	% of Total Units	Acres	% of Total Area	Density
	Min. Lot Area	Min. Lot Width	Building Pads	Setbacks (F/S/R)					
3	N/A	N/A	N/A	10/0/0	343	27.1%	18.10	8.7%	24.05
4	N/A	N/A	N/A	10/0/0	307	40.9%	13.70	13.2%	24.05
5	N/A	N/A	N/A	10/0/0	288	33.1%	11.97	10.3%	24.06
Total					938 units		57.33 Acres		

Neighborhood	Lot Requirements				Unit Quantity	% of Total Units	Acres	% of Total Area	Density
	Min. Lot Area	Min. Lot Width	Building Pads	Setbacks (F/S/R)					
6	1,900	24	1,350	10/0/20	62	30.1%	7.05	6.1%	8.79
7	6,240	52	1,350	20/5/20	144	69.9%	35.62	33.9%	3.71
Total					206 units		43.67 Acres		

Open Space	Lot Requirements				Acres	% of Total Area
	Min. Lot Area	Min. Lot Width	Building Pads	Setbacks (F/S/R)		
Open Space	N/A	N/A	N/A	N/A	9.35	8.6%
Total					9.35 Acres	



REQUEST FOR A CHANGE IN ZONING

A MEETING WILL BE CONDUCTED BY THE SAGINAW PLANNING AND ZONING COMMISSION ON NOVEMBER 10, 2020 AT 6:00 P.M. AND THE SAGINAW CITY COUNCIL WILL HAVE A PUBLIC HEARING ON NOVEMBER 17, 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 AGRICULTURE (AG) TO A PLANNED DEVELOPMENT (PD) ON 116 ACRES OF LAND, OUT OF ABSTRACT 1497, BRNJAMIN THOMAS SURVEY, TRACTS 3A, 3AG3 AND 3D, LOCATED AT NORTHEAST OF CORNER NORTH SAGINAW BOULEVARD AND EAST BAILEY BOSWELL ROAD.

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 11/10/2020 and City Council Meeting on 11/17/2020 to consider a request change zoning from Agriculture (AG) to a Planned Development (PD) on property located at the northeast corner of N Saginaw Blvd and E Bailey Boswell Rd.

Name:_____

Address:_____

Phone Number:_____

( ) In Favor

( ) Opposed

Reasons and/or Comments

_____

_____

_____

_____

_____

_____

_____

_____

_____

CITY OF SAGINAW
PLANNING AND ZONING COMMISSION APPLICATION
APPLICATION FOR REQUEST TO CHANGE ZONING

CASE NUMBER: _____

All information required in the Zoning Ordinance #2002-04 and/or the Subdivision Ordinance # 2006-10 of the City of Saginaw must be received in the 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: AG1 PROPOSED ZONING: PD

LEGAL DESCRIPTION: *(fill in the one that applies)*

LOT:_____ BLOCK:_____ ADDITION:_____

TRACT: 3A, 3D & 3G3 ABSTRACT: 1497 SURVEY: Thomas, Benjamin

(IF LEGAL DESCRIPTION IS TOO LONG ATTACH A COMPLETE COPY)

ADDRESS and/ or LOCATION OF PROPERTY: 1601 N. Saginaw St. 7899, 7801 Wagley Robertson

NAME OF PROPOSED DEVELOPMENT: Beltmill

TOTAL ACREAGE OF PROPERTY: 116 acres

REASON FOR ZONING REQUEST: (please be specific)

Amend zoning to allow mixed-use development.

(Use additional sheets and attach if necessary)

CURRENT ZONING: AG

REQUESTED ZONING: PD subject to the submitted development standards

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: [signature] PHONE #: 214-212-6749

and/or OPTION HOLDER: _____ PHONE #: _____

OWNER'S NAME:(Please Print) CFI Farm Properties LLC

OWNER'S ADDRESS: 4066 Mattison Ave, Ft. Worth 76107

APPLICANT'S SIGNATURE: Doug Powell PHONE # : 972-436-9712

APPLICANT'S NAME: Doug Powell

APPLICANT'S ADDRESS: 111 Hillside, Lewisville, 75057

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: Gloria W DATE: 2-4-19 TIME: _____

FEE FOR APPLICATION: 2660.00 RECEIPT #: 171764

SUBMITTED INFORMATION REVIEWED BY: _____

PLANNING AND ZONING COMMISSION MEETING DATE: _____

ACTION TAKEN: _____

CITY COUNCIL MEETING DATE: _____

ACTION TAKEN: _____

#1300 Development Plan
#1300 Planned Development (PD) Zoning

LEGAL DESCRIPTION

115.432 ACRES

Being all that certain lot, tract or parcel of land situated in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas, and being part of that certain called 380.90 acre tract of land described in deed in favor of CFI Farm Properties, LLC, recorded in Instrument Number D209083859 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at an axle found on the easterly line of said 380.90 acre tract at the southwest corner of that certain called 317.63 acre tract of land described in deed in favor of Clarence Sloan, recorded in Volume 1622, Page 102 of the Deed Records of Tarrant County, Texas;

THENCE N 89°55'00" E, 712.44 feet with the easterly line of said 380.90 acre tract and the south line of said 317.63 acre tract to a 3/8" rebar found at the most southerly southeast corner of said 617.63 acre tract and being the northwest corner of Lot 7-R, Block A of the B. Thomas Addition, an addition to Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 5610 (Document Number D200017631) of the Plat Records of Tarrant County, Texas;

THENCE S 48°40'00" E, continuing with the east line of said 380.90 acre tract and the west line of said Lot 7-R, passing the southwest corner thereof and the northwest corner of Lot 6-R of said B. Thomas Addition, continuing with the west line thereof a distance of 1257.47 feet to the southeast corner thereof and being the southwest corner of Lot 5-R of said B. Thomas Addition, and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of William V. Sloan and June Perner Sloan, recorded in Volume 4338, Page 81 of the Deed Records of Tarrant County, Texas;

THENCE S 00°48'00" E, 537.46 feet continuing with the easterly line of said 380.90 acre tract and the west line of said 25 acre tract to a 3/4" steel rod found at the southwest corner of said 25 acre tract and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of CFI Farm Properties, LLC, recorded in Instrument Number D209083861 of the Real Property Records of Denton County, Texas;

THENCE N 89°50'10" E, with the south line of said 25 acre Sloan tract and the north line of said 25 acre CFI tract, passing at 1995.4 feet a 1" rebar found for witness on the west line of Wagley Robertson Road, A.K.A. County Road 4108, continuing a total distance of 2027.79 feet to the southeast corner of said 25 acre Sloan tract and the northeast corner of said 25 acre CFI tract;

THENCE S 00°37'30" E, with the east line of said 25 acre CFI tract in said Wagley Robertson Road, passing the southeast corner thereof and the most easterly northeast corner of said 380.90 acre tract, continuing with the east line thereof a distance of 1056.04 feet to a magnetic nail found at the POINT OF BEGINNING;

THENCE S 00°37'30" E, 1197.00 feet continuing with the east line of said 380.90 acre tract in said Wagley Robertson Road to a 1/2" capped rebar set (McAdams) at the north line of East Bailey Boswell Road, being the northeast corner of that certain called 3.318 acre tract of land described in right-of-way deed in favor of the City

of Saginaw, Texas, recorded in Instrument Number D198013681 of the Official Public Records of Tarrant County, Texas;

THENCE S 33°04'55" W, 345.29 feet with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to a 1/2" capped rebar set (McAdams) at the beginning of a curve to the left;

THENCE continuing with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract with the arc of said curve to the left having a radius of 795.00 feet, a central angle of 56°44'17" and an arc length of 787.26 feet, whose chord bears S 61°27'03" W, 755.49 feet to a ½" rebar found at a point of tangency;

THENCE S 89°49'10" W, 660.43 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to a 1/2" capped rebar set (McAdams) at the southeast corner of that certain called 0.423 acre tract of land described in Easement and Right-of-Way Agreement in favor of the City of Saginaw, recorded in Instrument Number D217022485 of the Official Public Records of Tarrant County, Texas;

THENCE N 00°10'50" W, 12.00 feet continuing with the north line of said East Bailey Boswell Road and the east line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the northeast corner thereof;

THENCE S 89°49'10" W, 65.00 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at an angle point;

THENCE N 84°42'10" W, 175.17 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the beginning of a curve to the left;

THENCE continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract with the arc of said curve to the left having a radius of 1038.00 feet, a central angle of 05°43'25" and an arc length of 103.69 feet, whose chord bears N 87°33'52" W, 103.65 feet to a 1/2" capped rebar set (McAdams) at a point of tangency;

THENCE S 89°34'25" W, 341.34 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the northwest corner of said 0.423 acre tract, being on the east of the Fort Worth and Denver Railroad as evidenced in Volume 3299, Page 285 of the Deed Records of Tarrant County, Texas, and being on the west line of said 380.90 acre tract;

THENCE N 36°58'20" E, 2216.89 feet with the east line of said Fort Worth and Denver Railroad and the west line of said 380.90 acre tract to a 1/2" capped rebar found (Peleton);

THENCE N 89°12'40" E, 3517.44 feet to the **POINT OF BEGINNING** and containing approximately 115.432 acres of land.

Bearings based Texas Coordinate System, North Central Zone (4202), NAD '82.

PLANNED DEVELOPMENT STANDARDS

1.0 DISTRICT 1 — (COMMERCIAL)

1.1 GENERAL REQUIREMENTS

The development standards included in this District are consistent with the Community Commercial zoning district in the City of Saginaw Zoning Ordinance.

2.0 DISTRICT 2 — (URBAN RESIDENTIAL)

2.1 GENERAL REQUIREMENTS

The development standards included in this District are generally consistent with the Multi-Family 2 zoning district in the City of Saginaw Zoning Ordinance except as indicated below. One third of the Urban Residential units shall be age restricted.

2.2 SITE STANDARDS

2.2.1 *Zoning District Designation.* The proposed land uses shall conform to the property development regulations in Table 2-1.

Table 2-1. Size of Yards

Land Use	Front	Side	Corner	Rear
Urban Residential	10 ft	20 ft	10 ft	25 ft

3.0 DISTRICT 3 — (TOWN HOME)

3.1 GENERAL REQUIREMENTS

The development standards included in this District are generally consistent with the Sigle Family Attached zoning district in the City of Saginaw Zoning Ordinance except as indicated below:

3.2 SITE STANDARDS

3.2.1 *Zoning District Designation.* The proposed land uses shall conform to the property development regulations in Table 3-1.

Table 3-1. Size of Yards

Land Use	Front	Side	Corner	Rear
Townhomes	10 ft	0 [1]	10 ft	20 ft

Notes:

1. Minimum 5' adjacent to an alley.

3.2.2 *Single Family Attached Lots.* The minimum size of lots shall be 1,900 sf with a minim width of 24 ft and minimum depth of 80 ft.

4.0 DISTRICT 4 — (SINGLE FAMILY)

4.1 GENERAL REQUIREMENTS

The development standards included in this District are generally consistent with the Sigle Family 4 zoning district in the City of Saginaw Zoning Ordinance except as indicated below:

4.2 SITE STANDARDS

4.2.1 *Zoning District Designation.* The proposed land uses shall conform to the property development regulations in Table 4-1.

Table 4-1. Size of Yards

Land Use	Front	Side	Corner	Rear
Single Family Detached	20 ft [2]	6 ft	10 ft	20 ft

Notes:

1. Minimum 5' adjacent to an alley.

4.2.1 *Single Family Detached Lots.* The minimum size of lots shall be 4,400 sf with a minim width of 40 ft and minimum depth of 100 ft.

5.0 GENERAL STANDARDS

5.1 LANDSCAPING AND BUFFER STANDARDS

5.1.1 *General.* All required landscape areas shall comply with the specific standards contained in the City of Saginaw Zoning Ordinance except as noted herein.

5.1.2 *Street Buffer Trees.* The developer will work with staff to ensure that the tree species used for street buffers will be appropriate for the area. Specifically, the mature height and root type will be reviewed for compatibility to the site.

5.1.3 *Street Buffer Standards.* The standards below shall be applied for parcels adjacent to thoroughfare and collector streets excepting those streets internal to the urban core of the development.

a. The area be planted with street trees located a minimum distance of four feet from the back of curb, with an average tree spacing no greater than 60 feet on center. All trees shall be a minimum of three caliper inches when planted. Tree plantings may be clustered and berming and planting of smaller shrubs and trees should be designed to provide interest.

Table 5-1. Required Street Buffers

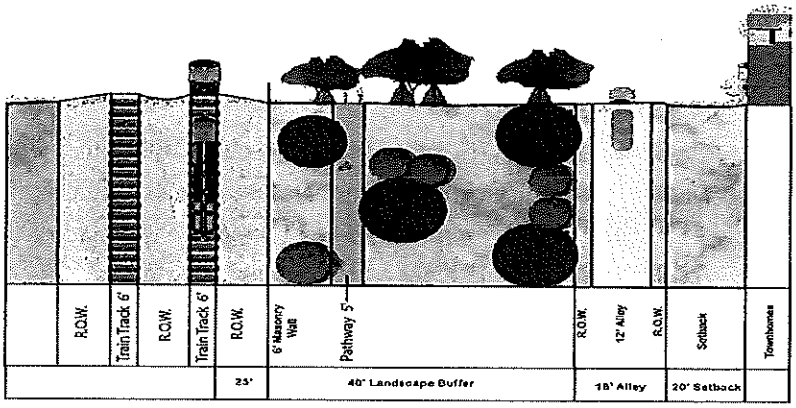
Roadways	Minimum Width
Bailey Boswell Road	20'
Wagley Robertson Road	20'
Beltmill Parkway	20'

5.1.4 *Railroad Buffer Standards.* The standards below shall be applied adjacent to the railroad tracks.

a. A minimum 40 foot wide buffer yard shall be established adjacent to the railroad tracks. The area be planted with street trees located a minimum distance of four feet from the property line, with an average tree spacing no greater than 60 feet on center. All trees shall be a minimum of three caliper inches when planted. Tree plantings may be clustered and berming and planting of smaller shrubs and trees should be designed to provide interest.

b. A minimum 5 foot multi-purpose trail will run along the length of the development.

c. A minimum 6 foot high masonry or specialized sound-attenuating wall will run along the length of the development.



There is at minimum 103 feet between the nearest railroad track and the back of any residential structure.

5.2 POCKET PARKS

Amenities including open space areas and trails will be provided in Beltmill. Pocket parks within the development include:

a. An approximately 1 acre park site in the Single Family neighborhood.
b. An approximately ½ acre park site in the Town Homes neighborhood.
c. Two retention ponds at the intersection of Beltmill Parkway and Bailey Boswell approximately 1.7 and 3.1 acres in size.

5.3 SIGN STANDARDS

5.3.1 *Permitted Signs.* All signs and outdoor advertising displays permitted under Section 8-10 of the Code of Ordinances, shall be permitted in development. The following types of signs shall also be permitted.

a. Window signs,
b. Banner signs,
c. Blade signs,
d. Sandwich board signs,
e. Awning or Canopy signs, and
f. Umbrella signs.

5.3.2 *Window signs.* Window signs shall be subject to the following.

a. Window signs shall be limited to a maximum of 20 percent of window area.
b. No blinking, flashing, or moving signs shall be allowed as window signs

c. In lieu of window signs a tenant may have permanently mounted, framed, posters within three feet of the window. Such signs must not have any lighting associated with such poster sign.

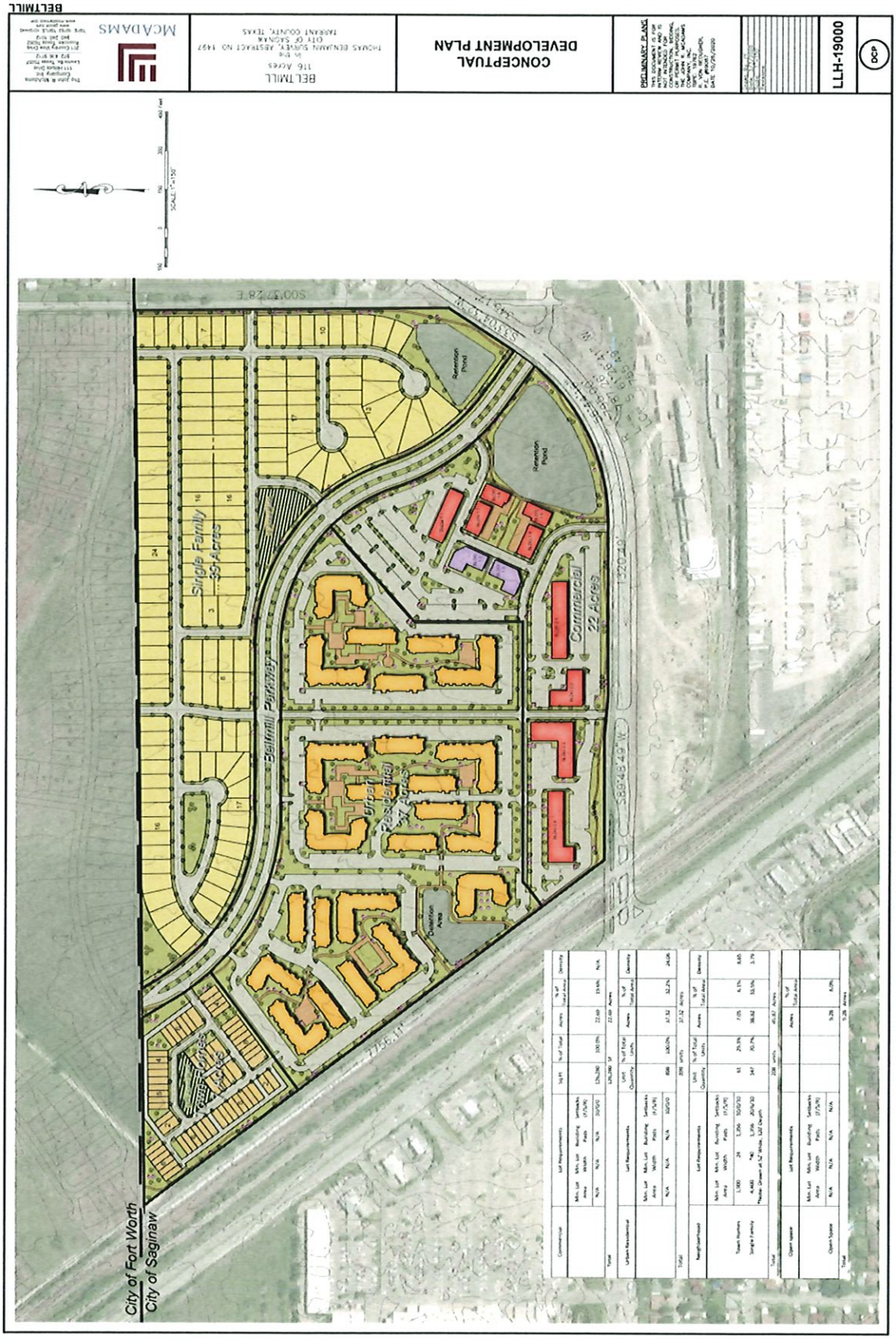
5.3.3 *Residential Subdivision Signs.*

a. Residential entrance signs are allowed as either wall or monument signs.
b. Such signs shall be approved by the City in conjunction with approval of the record plat for the subdivision.

5.4 *Sign Definitions.*

a. *Window Sign* means a sign installed inside a window for the purpose of viewing from outside the premises. This term does not include merchandise located in a window.
b. *Banner Sign* means and includes a temporary sign composed of lightweight, flexible, non- rigid material attached to light standards.
c. *Blade Sign* means a rigid projecting or suspended sign that is perpendicular to the building facade, that is mounted below the awning, canopy, or other first floor overhangs and/or over the building or store entryway and for which the primary audience is pedestrians.
d. *Sandwich Board Sign* means small type signs, either single- or double- faced, portable, upon which is generally placed advertising copy denoting products or services being offered upon the premises on which such signs are placed.
e. *Awning Sign* means a sign with copy painted flat to the surface of an awning which does not extend vertically or horizontally beyond the limits of such awning.
f. *Umbrella Sign* means a sign with copy painted flat to the surface of an umbrella which does not extend vertically or horizontally beyond the limits of such umbrella.

CONCEPTUAL DEVELOPMENT PLAN



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 11/10/2020 and City Council Meeting on 11/17/2020 to consider a request change zoning from Agriculture (AG) to a Planned Development (PD) on property located at the northeast corner of N Saginaw Blvd and E Bailey Boswell Rd.

Name: Landrith, Ronny & Donna

Address: 1520 Ranchview Dr., Saginaw, TX 76131

Phone Number: 817-846-5591

( ) In Favor

(X) Opposed

Reasons and/or Comments

Not every piece of land needs to be developed. We just need LAND.

CITY OF SAGINAW
COMMUNITY DEVELOPMENT
NOV 09 2020
RECEIVED BY

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
NOVEMBER 10, 2020

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Alternate Member	Alt. No. 2	Randy Villarreal
Director Public Works		Rick Trice
City Attorney		Bradley Anderle
City Attorney		Lindsey Hale
City Engineer		Andrew Simonsen
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 4	Malinda Julien
Member `	Place No. 5	Jason LaBruyere
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Mark Canterbury
Jim Makens
Doug Powell
Karen Fuller
Lara Gay
Trey Harper

(1) Call to Order

Chairman Lewis called the meeting to order at 6:35 p.m.

(2) Roll Call to Establish Quorum

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

(3) Audience participation

Chairman Lewis explained the procedure to follow to address the Commission.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on October 13, 2020 were presented for approval. A motion was made by Member Barngrover with a second by Vice Chairman Haney to approve the minutes for October 13, 2020 as presented. Motion carried unanimously.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(5) PZ 1120-01 PUBLIC HEARING
Consideration And Action Regarding A Request By Community Link Mission To Rezone Lot 6, Block 6, Town Of Saginaw Addition (320 S. Belmont Street) From Single Family (SF4) To Neighborhood Commercial (NC)

Chairman Lewis read the request and opened the public hearing at 6:37 p.m.

DPW Trice reviewed the information provided the members' in their packet. He advised the members that Community Link Mission had acquired the residential lot just to the south of their facility.

Mark Canterbury, Architect for Community Link, explained improvements that were planned such as additional parking, addition to existing building, additional storage, and covered loading and unloading area. He advised the committee that this is the last property on this block of Belmont to change zoning to Neighborhood Commercial (NC).

DPW Trice stated there would need to be a replat to combine the lots into 1 lot. He advised this would be done administratively.

Chairman Lewis closed the public hearing at 6:40 p.m.

A motion was made by Member Barngrover with a second by Alternate Member Villarreal to recommend that the City Council approve the request to change the zoning from Single Family (SF4) to Neighborhood Commercial on Lot 6 Block 6, Town Of Saginaw Addition, 320 South Belmont Street. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(6) PZ 1120-02

Consideration And Action Regarding Approval Of A Preliminary Plat For Lot 1, Block A, Senior Living At Saginaw Addition, Abstract 1849, A. F. Albright Survey

DPW Trice reviewed the information in the members' packets, stating the property for this preliminary plat is planned to be an assisted/independent living facility.

Vice Chairman Haney asked if public safety departments had approved this plan, stating he is concerned with egress/ingress with only one in way and out. DPW Trice stated that the fire department and police department had reviewed and approved this preliminary plat.

A motion was made by Vice Chairman Haney with a second by Alternate Member Villarreal to recommend that the City Council approve the preliminary plat as presented for Lot 1, Block A, Senior Living at Saginaw Addition. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(7) PZ 1120-03 PUBLIC HEARING
Consideration And Action Regarding A Request For A Conceptual Development Plan Associated With An Application For A Planned Development Zoning With Community Commercial And Single Family And Multifamily Uses For Land Described As 116 Acres Of Land Out Of Abstract 1497, Tracts 3A, 3D, And 3G3, Benjamin Thomas Survey Located North Of East Bailey Boswell Road, East Of Business 287 And West Of Wagley Robertson Road

Chairman Lewis read the request and opened the public hearing at 6:44 p.m.

DPW Trice advised the members that city staff and the developer have discussed this project several times in the last 2 years. He said the proposal at tonight's meeting is a conceptual development plan that includes 4 zoning districts, Community Commercial, Multifamily (MF2), Single Family Attached (SFA) and Single Family (SF4).

Doug Powell, engineer with McAdams Engineering, was present to represent this item. He provided a power point presentation and advised the members of the amenities included. He also described the specifics of each proposed zoning district.

There was a general discussion regarding a development agreement, building materials, parks, amenities, number of housing units planned, railroads, and other concerns. DPW Trice and Mr. Powell answered the members' questions and addressed their concerns.

Chairman Lewis closed the public hearing at 7:12 p.m.

A motion was made by Alternate Member Villarreal with a second by Member Barngrover to recommend that the City Council approve the conceptual development plan for the Beltmill Planned Development. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(8) PZ 1120-04
Consideration And Action Regarding Subdivision Ordinance Amendment For Article 9 Construction Standards Details

DPW Trice advised the members that both the subdivision ordinance and zoning ordinance need to be updated to address current needs. He said this amendment to the subdivision ordinance to update the construction standards is the 1st step of that process to be more consistent with requirements in the area and also to include an approved product list to specify specific products.

A motion was made by Member Barngrover with a second by Vice Chairman Haney to recommend that the city council approve the amendment to the subdivision ordinance to update the construction standards details. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

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

DPW Trice reviewed several of the current projects under construction in the City.

(10) 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

(11) Adjournment

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

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

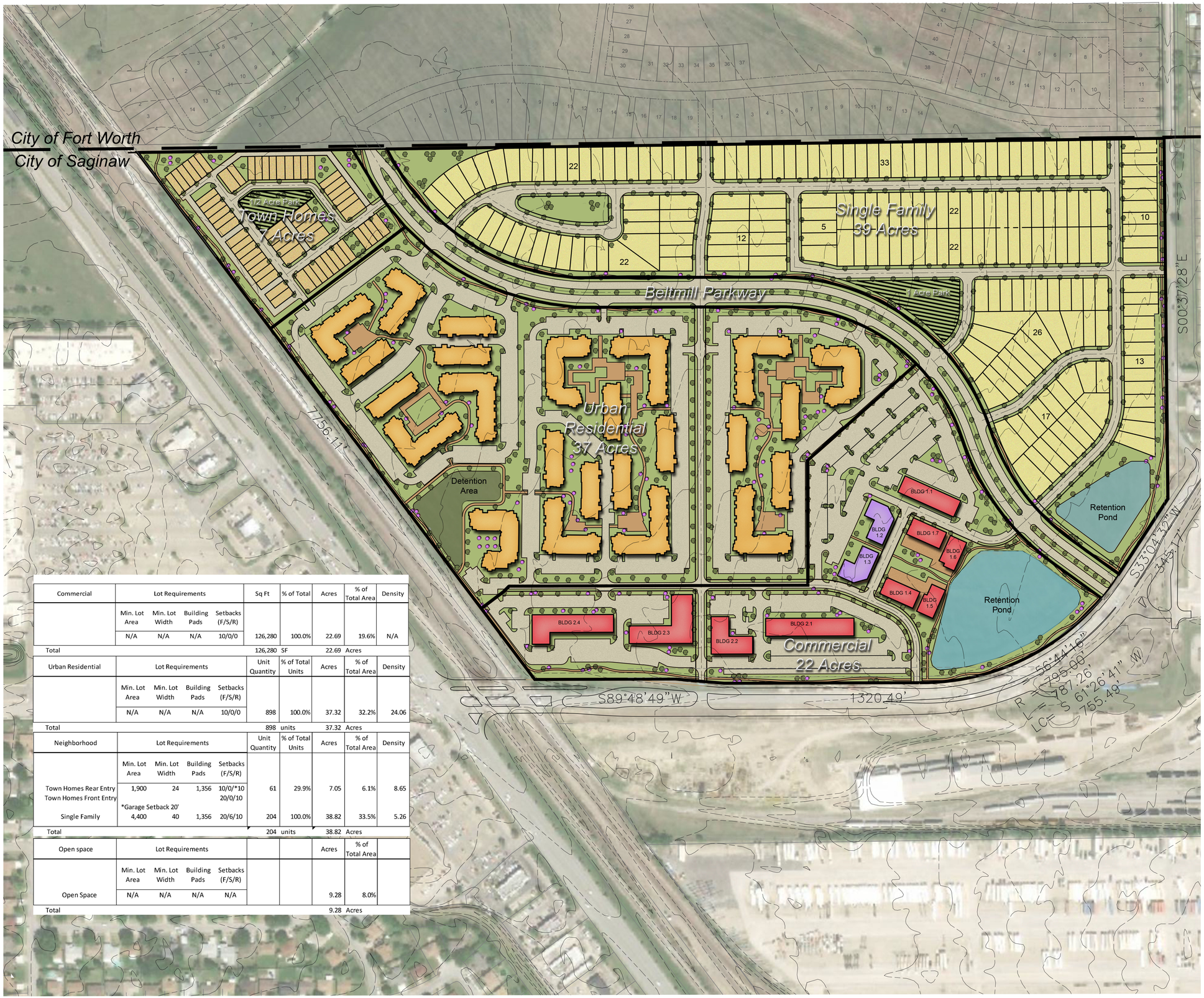
Chairman Lewis declared the meeting of November 10, 2020 closed at 7:25 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary



LEGEND

PARK SPACE TO BE DEDICATED TO THE CITY

Commercial	Lot Requirements				Sq Ft	% of Total	Acres	% of Total Area	Density
	Min. Lot Area	Min. Lot Width	Building Pads	Setbacks (F/S/R)					
	N/A	N/A	N/A	10/0/0	126,280	100.0%	22.69	19.6%	N/A
Total					126,280	SF	22.69	Acres	

Urban Residential	Lot Requirements				Unit Quantity	% of Total Units	Acres	% of Total Area	Density
	Min. Lot Area	Min. Lot Width	Building Pads	Setbacks (F/S/R)					
	N/A	N/A	N/A	10/0/0	898	100.0%	37.32	32.2%	24.06
Total					898	units	37.32	Acres	

Neighborhood	Lot Requirements				Unit Quantity	% of Total Units	Acres	% of Total Area	Density
	Min. Lot Area	Min. Lot Width	Building Pads	Setbacks (F/S/R)					
Town Homes Rear Entry	1,900	24	1,356	10/0/*10	61	29.9%	7.05	6.1%	8.65
Town Homes Front Entry	*Garage Setback 20'			20/0/10					
Single Family	4,400	40	1,356	20/6/10	204	100.0%	38.82	33.5%	5.26
Total					204	units	38.82	Acres	

Open space	Lot Requirements						Acres	% of Total Area	
	Min. Lot Area	Min. Lot Width	Building Pads	Setbacks (F/S/R)					
Open Space	N/A	N/A	N/A	N/A			9.28	8.0%	
Total							9.28	Acres	

The John R. McAdams Company, Inc.
111 Mikado Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 0121
TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

McADAMS

BELTMILL

BELTMILL
116 Acres
in the
THOMAS BENJAMIN SURVEY, ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

CONCEPTUAL DEVELOPMENT PLAN

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
THE JOHN R. MCADAMS COMPANY, INC.
TBPE: 19762
R. VON BEOUGHER,
P.E. #69087
DATE 11/12/2020

Drawn By: PF
Date: 11/12/2020
Scale: 1"=150'
Revisions:

LLH-19000

DCP

File: Z:\Projects\LLH\LLH-19000\Drawings\Concept\2020.11.06 CONCEPT D
Plotted: 11/9/2020 5:14 PM, by Nelson, Jeremy Saved: 11/9/2020 5:14 PM, by jnelson

ORDINANCE NO. 2020-24

AN ORDINANCE OF THE CITY OF SAGINAW TEXAS, AMENDING ORDINANCE NO. 2002-04, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AND ESTABLISHING THE BELTMILL PLANNED DEVELOPMENT DISTRICT AND CONCEPTUAL PLAN WITH COMMUNITY COMMERCIAL, SINGLE FAMILY AND MULTIFAMILY USES FOR LAND DESCRIBED AS 116 ACRES OF LAND OUT OF ABSTRACT 1497, TRACTS 3A, 3D AND 3G3, BENJAMIN THOMAS SURVEY, LOCATED NORTH OF BAILEY-BOSWELL ROAD, EAST OF BUSINESS 287 AND WEST OF WAGLEY ROBERTSON ROAD; AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS 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 Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, 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; and

WHEREAS, the owner of property consisting of approximately 116 acres of land out of Abstract 1497, Tracts 3A, 3D AND 3G3, Benjamin Thomas Survey, located north of Bailey-Boswell Road, east of Business 287 and west of Wagley Robertson Road (the "Property") and further described in Exhibit "A" hereto, has filed an application to establish the Beltmill Planned Development District with Community Commercial, Single Family and Multifamily Uses; and

WHEREAS, pursuant to Section 7-1 of the Zoning Ordinance of the City, development of the Property is not permitted to occur on the basis of the attached Conceptual Plan and the District will not be fully established and the Property entitled until a Development Plan is submitted and approved in accordance with such section; and

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas, held a public hearing on November 10, 2020 and the City Council of the City of Saginaw, Texas, held a public hearing on November 17, 2019, with respect to the proposed Planned Development District as described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the rezoning of the Property; and

WHEREAS, the City Council finds that the requested Planned Development District as outlined herein is in the best interest of the City of Saginaw and will promote the health, safety and general welfare of the citizens of the City of Saginaw and the general public.

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

SECTION 1.

Ordinance No. 2002-04, as amended, is hereby amended by rezoning the Property described in Exhibit "A" hereto, from "AG" Agricultural to "PD" Planned Development, with Community Commercial, Single Family and Multifamily Uses. Notwithstanding the foregoing, pursuant to Section 7-1 of the Zoning Ordinance of the City, development of the Property is not permitted to occur on the basis of the attached Conceptual Plan and the District will not be fully established and the Property entitled until a Development Plan is submitted and approved in accordance with such section.

SECTION 2.

The use of the property described above shall be subject to the development restrictions, terms and conditions set forth in Exhibit "B" attached hereto, as well as the Conceptual Plan attached hereto as Exhibit "C."

SECTION 3.

The zoning districts as herein established have been made in accordance with a Comprehensive Master 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 classification as set forth above.

SECTION 5.

The use of property 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 6.

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 7.

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 8.

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 9.

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 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 10.

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

SECTION 11.

This ordinance shall be in full force and effect from and after its passage and publication

as required by law and it is so ordained.

PASSED AND APPROVED ON THIS 17th DAY OF NOVEMBER, 2020.

_____

Todd Flippo, Mayor

ATTEST:

_____

Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____

Bryn Meredith, City Attorney

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "A" PROPERTY DESCRIPTION

LEGAL DESCRIPTION

115.432 ACRES

Being all that certain lot, tract or parcel of land situated in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas, and being part of that certain called 380.90 acre tract of land described in deed in favor of CFI Farm Properties, LLC, recorded in Instrument Number D209083859 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at an axle found on the easterly line of said 380.90 acre tract at the southwest corner of that certain called 317.63 acre tract of land described in deed in favor of Clarence Sloan, recorded in Volume 1622, Page 102 of the Deed Records of Tarrant County, Texas;

THENCE N 89°55'00" E, 712.44 feet with the easterly line of said 380.90 acre tract and the south line of said 317.63 acre tract to a 3/8" rebar found at the most southerly southeast corner of said 617.63 acre tract and being the northwest corner of Lot 7-R, Block A of the B. Thomas Addition, an addition to Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 5610 (Document Number D200017631) of the Plat Records of Tarrant County, Texas;

THENCE S 48°40'00" E, continuing with the east line of said 380.90 acre tract and the west line of said Lot 7-R, passing the southwest corner thereof and the northwest corner of Lot 6-R of said B. Thomas Addition, continuing with the west line thereof a distance of 1257.47 feet to the southeast corner thereof and being the southwest corner of Lot 5-R of said B. Thomas Addition, and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of William V. Sloan and June Perner Sloan, recorded in Volume 4338, Page 81 of the Deed Records of Tarrant County, Texas;

THENCE S 00°48'00" E, 537.46 feet continuing with the easterly line of said 380.90 acre tract and the west line of said 25 acre tract to a 3/4" steel rod found at the southwest corner of said 25 acre tract and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of CFI Farm Properties, LLC, recorded in Instrument Number D209083861 of the Real Property Records of Denton County, Texas;

THENCE N 89°50'10" E, with the south line of said 25 acre Sloan tract and the north line of said 25 acre CFI tract, passing at 1995.4 feet a 1" rebar found for witness on the west line of Wagley Robertson Road, A.K.A. County Road 4108, continuing a total distance of 2027.79 feet to the southeast corner of said 25 acre Sloan tract and the northeast corner of said 25 acre CFI tract;

THENCE S 00°37'30" E, with the east line of said 25 acre CFI tract in said Wagley Robertson Road, passing the southeast corner thereof and the most easterly northeast corner of said 380.90 acre tract, continuing with the east line thereof a distance of 1056.04 feet to a magnetic nail found at the POINT OF BEGINNING;

THENCE S 00°37'30" E, 1197.00 feet continuing with the east line of said 380.90 acre tract in said Wagley Robertson Road to a 1/2" capped rebar set (McAdams) at the north line of East Bailey Boswell Road, being the northeast corner of that certain called 3.318 acre tract of land described in right-of-way deed in favor of the City

of Saginaw, Texas, recorded in Instrument Number D198013681 of the Official Public Records of Tarrant County, Texas;

THENCE S 33°04’55” W, 345.29 feet with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to a 1/2" capped rebar set (McAdams) at the beginning of a curve to the left;

THENCE continuing with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract with the arc of said curve to the left having a radius of 795.00 feet, a central angle of 56°44’17” and an arc length of 787.26 feet, whose chord bears S 61°27’03” W, 755.49 feet to a ½” rebar found at a point of tangency;

THENCE S 89°49’10” W, 660.43 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to a 1/2" capped rebar set (McAdams) at the southeast corner of that certain called 0.423 acre tract of land described in Easement and Right-of-Way Agreement in favor of the City of Saginaw, recorded in Instrument Number D217022485 of the Official Public Records of Tarrant County, Texas;

THENCE N 00°10’50” W, 12.00 feet continuing with the north line of said East Bailey Boswell Road and the east line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the northeast corner thereof;

THENCE S 89°49’10” W, 65.00 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at an angle point;

THENCE N 84°42’10” W, 175.17 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the beginning of a curve to the left;

THENCE continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract with the arc of said curve to the left having a radius of 1038.00 feet, a central angle of 05°43’25” and an arc length of 103.69 feet, whose chord bears N 87°33’52” W, 103.65 feet to a 1/2" capped rebar set (McAdams) at a point of tangency;

THENCE S 89°34’25” W, 341.34 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the northwest corner of said 0.423 acre tract, being on the east of the Fort Worth and Denver Railroad as evidenced in Volume 3299, Page 285 of the Deed Records of Tarrant County, Texas, and being on the west line of said 380.90 acre tract;

THENCE N 36°58’20” E, 2216.89 feet with the east line of said Fort Worth and Denver Railroad and the west line of said 380.90 acre tract to a 1/2" capped rebar found (Peleton);

THENCE N 89°12’40” E, 3517.44 feet to the **POINT OF BEGINNING** and containing approximately 115.432 acres of land.

Bearings based Texas Coordinate System, North Central Zone (4202), NAD ’82.

Exhibit "B"
LAND USE AND DEVELOPMENT STANDARDS

PLANNED DEVELOPMENT STANDARDS

1.0 DISTRICT 1 — (COMMERCIAL)

1.1 GENERAL REQUIREMENTS

The development standards included in this District are consistent with the Community Commercial zoning district in the City of Saginaw Zoning Ordinance.

2.0 DISTRICT 2 — (URBAN RESIDENTIAL)

2.1 GENERAL REQUIREMENTS

The development standards included in this District are generally consistent with the Multi-Family 2 zoning district in the City of Saginaw Zoning Ordinance except as indicated below. One third of the Urban Residential units shall be age restricted.

2.2 SITE STANDARDS

2.2.1 *Zoning District Designation.* The proposed land uses shall conform to the property development regulations in Table 2-1.

Table 2-1. Size of Yards

Land Use	Front	Side	Corner	Rear
Urban Residential	10 ft	20 ft	10 ft	25 ft

3.0 DISTRICT 3 — (TOWN HOME)

3.1 GENERAL REQUIREMENTS

The development standards included in this District are generally consistent with the Sigle Family Attached zoning district in the City of Saginaw Zoning Ordinance except as indicated below:

3.2 SITE STANDARDS

3.2.1 *Zoning District Designation.* The proposed land uses shall conform to the property development regulations in Table 3-1.

Table 3-1. Size of Yards

Land Use	Front	Side	Corner	Rear
Townhomes	10 ft rear entry 20 ft front entry	0 [1]	10 ft	10 ft building 20 ft garage

Notes:

1. Minimum 5’ adjacent to an alley.

3.2.2 *Single Family Attached Lots.* The minimum size of lots shall be 1,900 sf with a minim width of 24 ft and minimum depth of 80 ft.

4.0 DISTRICT 4 — (SINGLE FAMILY)

4.1 GENERAL REQUIREMENTS

The development standards included in this District are generally consistent with the Sigle Family 4 zoning district in the City of Saginaw Zoning Ordinance except as indicated below:

4.2 SITE STANDARDS

4.2.1 *Zoning District Designation.* The proposed land uses shall conform to the property development regulations in Table 4-1.

Table 4-1. Size of Yards

Land Use	Front	Side	Corner	Rear
Single Family Detached	20 ft	6 ft	10 ft	20 ft

4.2.1 *Single Family Detached Lots*. The minimum size of lots shall be 4,400 sf with a minim width of 40 ft and minimum depth of 100 ft.

5.0 GENERAL STANDARDS

5.1 LANDSCAPING AND BUFFER STANDARDS

5.1.1 *General.* All required landscape areas shall comply with the specific standards contained in the City of Saginaw Zoning Ordinance except as noted herein.

5.1.2 *Street Buffer Trees.* The developer will work with staff to ensure that the tree species used for street buffers will be appropriate for the area. Specifically, the mature height and root type will be reviewed for compatibility to the site.

5.1.3 *Street Buffer Standards.* The standards below shall be applied for parcels adjacent to thoroughfare and collector streets excepting those streets internal to the urban core of the development.

a. The area be planted with street trees located a minimum distance of four feet from the back of curb, with an average tree spacing no greater than 60 feet on center. All trees shall be a minimum of three caliper inches when planted. Tree plantings may be clustered and berming and planting of smaller shrubs and trees should be designed to provide interest.

Table 5-1. Required Street Buffers

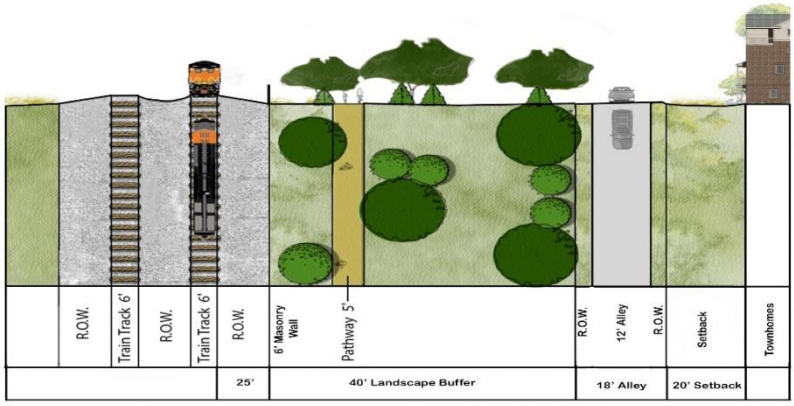
Roadways	Minimum Width
Bailey Boswell Road	20’
Wagley Robertson Road	20’
Beltmill Parkway	20’

5.1.4 *Railroad Buffer Standards.* The standards below shall be applied adjacent to the railroad tracks.

a. A minimum 40 foot wide buffer yard shall be established adjacent to the railroad tracks. The area be planted with street trees located a minimum distance of four feet from the property line, with an average tree spacing no greater than 60 feet on center. All trees shall be a minimum of three caliper inches when planted. Tree plantings may be clustered and berming and planting of smaller shrubs and trees should be designed to provide interest.

b. 3A minimum 5 foot multi-purpose trail will run along the length of the development.

c. A minimum 6 foot high masonry or specialized sound-attenuating wall will run along the length of the development.



There is at minimum 103 feet between the nearest railroad track and the back of any residential structure.

5.2 POCKET PARKS

Amenities including open space areas and trails will be provided in Beltmill. Pocket parks within the development include:

a. An approximately 1 acre park site in the Single Family neighborhood.
b. An approximately ½ acre park site in the Town Homes neighborhood.
c. Two retention ponds at the intersection of Beltmill Parkway and Bailey Boswell approximately 1.7 and 3.1 acres in size.

5.3 SIGN STANDARDS

5.3.1 *Permitted Signs*. All signs and outdoor advertising displays permitted under Section 8-10 of the Code of Ordinances, shall be permitted in development. The following types of signs shall also be permitted.

a. Window signs,
b. Banner signs,
c. Blade signs,
d. Sandwich board signs,
e. Awning or Canopy signs, and
f. Umbrella signs.

5.3.2 *Window signs.* Window signs shall be subject to the following.

a. Window signs shall be limited to a maximum of 20 percent of window area.
b. No blinking, flashing, or moving signs shall be allowed as window signs

c. In lieu of window signs a tenant may have permanently mounted, framed, posters within three feet of the window. Such signs must not have any lighting associated with such poster sign.

5.3.3 *Residential Subdivision Signs.*

a. Residential entrance signs are allowed as either wall or monument signs.
b. Such signs shall be approved by the City in conjunction with approval of the record plat for the subdivision.

5.4 *Sign Definitions.*

a. *Window Sign* means a sign installed inside a window for the purpose of viewing from outside the premises. This term does not include merchandise located in a window.
b. *Banner Sign* means and includes a temporary sign composed of lightweight, flexible, non- rigid material attached to light standards.
c. *Blade Sign* means a rigid projecting or suspended sign that is perpendicular to the building facade, that is mounted below the awning, canopy, or other first floor overhangs and/or over the building or store entryway and for which the primary audience is pedestrians.
d. *Sandwich Board Sign* means small type signs, either single- or double- faced, portable, upon which is generally placed advertising copy denoting products or services being offered upon the premises on which such signs are placed.
e. *Awning Sign* means a sign with copy painted flat to the surface of an awning which does not extend vertically or horizontally beyond the limits of such awning.
f. *Umbrella Sign* means a sign with copy painted flat to the surface of an umbrella which does not extend vertically or horizontally beyond the limits of such umbrella.

Commercial

Development Standard	Community Commercial	Commercial	Comments
Uses		Community Commercial	
Density	NA	NA	
Lot Area	NA	NA	
Lot Width	NA	NA	
Lot Depth	NA	NA	
Front Yards	20 feet	20 feet	
Minimum Side Yard Setbacks	None	0 feet	
Minimum Rear Yard	10 feet	10 feet	
Building Height	110 feet, 8 stories	36 feet, 2-1/2 stories	
Building Elevations			
Minimum Lot Coverage	50%	50%	
Parking			
Commercial		City Code	
Restaurant		City Code	
Office	1 space/150-300 SF	City Code	
Screening		N/A	
Landscaping		Tree planting no greater than 30' on center; 3 caliper inch.	
Signs		Section 5.3	
Lighting		City Code	
Building Materials	100% masonry or tilt-wall when visible from ROW exclusive of windows, doors and dormers. Wood finish allowed < or = 10% of wall area.	City Code	

Urban Residential

Development Standard	Multi-Family MF2	Urban Residential	Comments
Uses		MF-2	
Density	24 DU/acre	24 DU/acre	
Minimum Lot Area	2,400 per DU located on 1 acre	2,400	
Minimum Lot Width	NA	0	
Minimum Lot Depth	NA	0	
Front Yards	25 feet	10 feet	Waiver Required - buildings are placed to be adjacent to the sidewalk to encourage pedestrian use.
Minimum Side Yard	20 feet	20 feet	
Minimum Rear Yard	25 feet	25 feet	
Building Height	45 feet or 3 stories	45 feet or 3 stories	
Building Elevations			
Maximum Lot Coverage	65%	65%	
Parking			
MF	1.5/1 bed unit, 2/2 bed unit, 2.5/3 bed unit	City Code	
Age Restricted	1.5/Unit	City Code	
Landscaping		City Code	
Signs		City Code	
Lighting		City Code	
Building Materials	75% Masonry, 100% on front façade exclusive of windows, doors and dormers	City Code	

Townhome

Development Standard	Single Family Attached	Townhomes	**Comments**
Uses		Single Family Attached	
Density	N/A		
Minimum Lot Area	2,500	1,900	Waiver Required
Minimum Lot Width	25 feet	24 feet	Waiver Required
Minimum Lot Depth	90 feet	80 feet	Waiver Required
Front Yards	20 feet	10 ft rear entry 20 ft front entry	
Minimum Side Yard	10 feet	10 feet	
Minimum Rear Yard	10 feet front entry, 20 feet rear entry	10 ft building 20 ft garage	
Building Height	36 feet, 2-1/2 stories	36 feet, 2-1/2 stories	
Building Elevations			
Maximum Lot Coverage	80%	80%	
Parking	4/Unit, 2 covered, 2 uncovered off street	City Code	
Landscaping		City Code	
Signs		City Code	
Lighting		City Code	
Building Materials	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.	City Code	

Single Family			
Development Standard	SF-4	Single Family Detatched	**Comments**
Uses		SF-4	
Minimum Lot Area	5,500	4,000	Waiver Required
Minimum Lot Width	55 feet	40 feet	Waiver Required
Minimum Lot Depth	100 feet	100 feet	
Front Yards	25 feet	20 feet	Waiver Required
Minimum Side Yard	74.5 feet interior lot 15 feet adjacent to street	6 feet	Waiver Required
Minimum Rear Yard	10 feet front entry, 20 feet rear entry	20 feet	
Corner	10 feet	10 feet	
Building Height	36 feet, 2-1/2 stories	36 feet, 2-1/2 stories	
Building Elevations			
Maximum Lot Coverage	50%	50%	
Parking	4/Unit, 2 covered, 2 uncovered off street	City Code	
Landscaping		City Code	
Signs		City Code	
Lighting		City Code	
Building Materials	N/A	N/A	

4.4.1 *Permitted Signs*. All signs and outdoor advertising displays permitted under Section 8-10 of the Code of Ordinances, shall be permitted in development. The following types of signs shall also be permitted.

a. Window signs,
b. Banner signs,
c. Blade signs,
d. Sandwich board signs,
e. Awning or Canopy signs, and
f. Umbrella signs.

4.4.1 *Window signs.* Window signs shall be subject to the following.

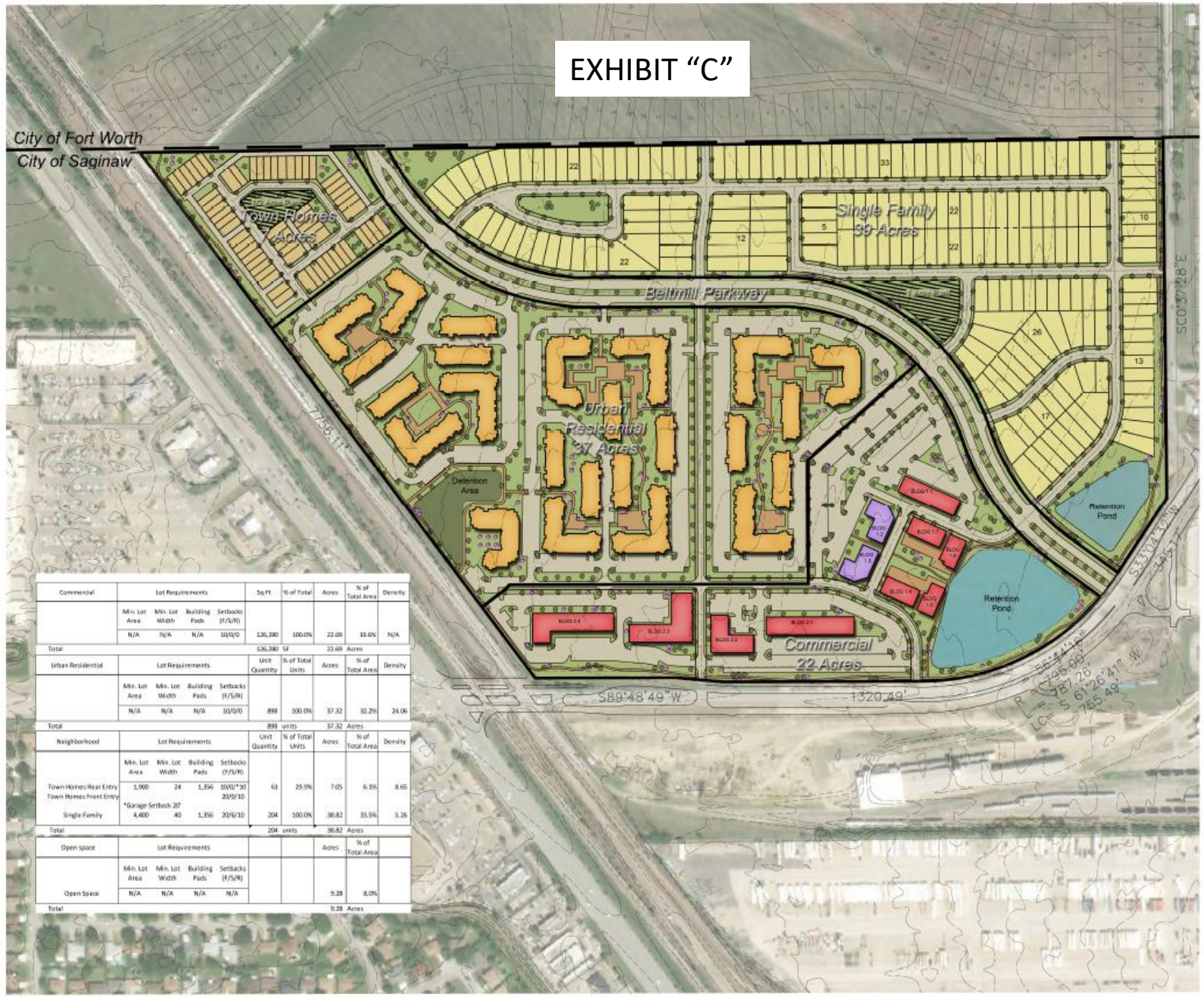
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c. In lieu of window signs a tenant may have permanently mounted, framed, posters within three feet of the window. Such signs must not have any lighting associated with such poster sign.

4.4.2 *Residential Subdivision Signs.*

a. Residential entrance signs are allowed as either wall or monument signs.
b. Such signs shall be approved by the City in conjunction with approval of the record plat for the subdivision.

EXHIBIT "C"
CONCEPTUAL PLAN

EXHIBIT “C”



Commercial	Lot Requirements				Sq Ft	% of Total	Acres	% of Total Area	Density
	Min. Lot Area	Min. Lot Width	Building Pads	Setbacks (F/S/R)					
	N/A	N/A	N/A	10/0/0	126,280	100.0%	22.69	10.6%	N/A
Total					126,280	SF	22.69	Acres	

Urban Residential	Lot Requirements				Unit Quantity	% of Total Units	Acres	% of Total Area	Density
	Min. Lot Area	Min. Lot Width	Building Pads	Setbacks (F/S/R)					
	N/A	N/A	N/A	10/0/0	898	100.0%	37.32	32.2%	24.06
Total					898	units	37.32	Acres	

Neighborhood	Lot Requirements				Unit Quantity	% of Total Units	Acres	% of Total Area	Density
	Min. Lot Area	Min. Lot Width	Building Pads	Setbacks (F/S/R)					
Town Homes Rear Entry	1,900	24	1,356	10/0/*10	61	29.9%	7.05	6.3%	8.65
Town Homes Front Entry	*Garage Setback 20'			20/0/10					
Single Family	4,400	40	1,356	20/5/10	204	100.0%	38.82	33.5%	5.26
Total					204	units	38.82	Acres	

Open space	Lot Requirements						Acres	% of Total Area	
	Min. Lot Area	Min. Lot Width	Building Pads	Setbacks (F/S/R)					
Open Space	N/A	N/A	N/A	N/A			9.28	8.0%	
Total							9.28	Acres	

The John R. McAdams Company, Inc.
11 Hillside Drive
Lewisville, Texas 75067
P: 469.621.7712

201 Country View Drive
Roanoke, Texas 76262
P: 817.416.1212

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116 Acres
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THOMAS BENJAMIN SURVEY, ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

CONCEPTUAL DEVELOPMENT PLAN

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
THE JOHN R. MCADAMS COMPANY, INC.
TBPE: 19762
R. VON BECKGHER, P.E. #99087
DATE: 11/12/2020

Drawn By: RF
Date: 11/12/2020
Scale: 1"=150'
Revisions:

LLH-19000

DCP

City of Saginaw

Meeting Date: 11/17/2020

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

Agenda Items: (11)

E-mail: rtrice@saginawtx.org

Phone: (8172300449

SUBJECT:
PUBLIC HEARING - Consideration and Action Regarding Approval of Subdivision Ordinance Amendment for Article 9 Construction Standard Details (Ordinance No. 2020-25)

BACKGROUND/DISCUSSION:
During the last several months City staff and Kimley-Horn and Associates have reviewed the Construction Standard Details provided in Article 9 of the Subdivision Ordinance. The review provided updated details that are more consistent with the region and existing practice.

An attachment to this memo includes a summary of changes to the details, the proposed details and the proposed ordinance revision.

The Planning and Zoning Commission considered the Ordinance Amendment on November 10, 2020 and unanimously recommended approval.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
It is recommended that the Subdivision Ordinance Amendment for Article 9 Construction Standard Details be approved.

ATTACHMENTS:

Description

Construction Standard Details Summary of Changes
P&Z Packet
P&Z Minutes

Ordinance
Standard Details Exhibit "A"

Kimley»Horn

City of Saginaw
Standard Details
Summary of Revisions

City of Saginaw

Previous Detail No.	Current Detail No.	Detail Title	Revision
All	All	N/A	Update revision date to August 2020.
All	All	N/A	Renumber details. Roadway to be RD-XX Storm to be SD-XX Water to be W-XX Waste Water to be WW-XX
RD (All)	RD (All)	N/A	All rebar to be size minimum #4.
SD-01	RD-01	Concrete Paving	Make joints bolder to stand out against background.
SD-02	RD-02	Concrete Paving Joint Details	Refer to Joint Sealant detail.
SD-03	RD-03	Concrete Paving Joint Sealants	Refer to TxDOT specifications.
SD-04	RD-04	Pavement Intersection Joint Spacing	Add sympathy jointing details around inlets, valves, and manholes. Specify minimum joint spacing.
SD-05	RD-05	Standard 6-inch Curb and Gutter and 18-inch Gutter	Change rebar spacing to 48" and remove rebar at bottom of curb.
SD-06	RD-06	Reinforced Concrete Pavement Six Lane Divided Thoroughfare	Update cross section to match MTP.
SD-07	RD-07	Reinforced Concrete Pavement Four Lane Divided Thoroughfare	Update cross section to match MTP.
N/A	RD-08	Monolithic Median Nose - Type 1	Create detail.
N/A	RD-09	Monolithic Median Nose - Type 2	Create detail.
N/A	RD-10	Stamped Concrete	Create detail.
SD-09	RD-12	Commercial-Industrial Driveway	Combine to be Commercial-Industrial Driveway detail. Add note "Match existing driveway thickness or as dictated by geotechnial report."
SD-10	N/A	Industrial Driveway	Delete detail.
SD-11	RD-13	Concrete Sidewalk	Subgrade of sidewalk to be 2" of sand.
N/A	RD-14	Concrete Sidewalk with Wall	Create detail.
SD-12	RD-15	Barrier Free Ramp	Add note: "Prior approval required to use this detail". Refer to TxDOT standards.
SD-13	N/A	Concrete Valley	Delete detail.
SD-19	SD-04	Standard Drop Inlet	Change to 2' apron on all sides of inlet.
SD-21	SD-06	Manhole Cover River Logo	Add manufacturer information.
SD-23	N/A	Concrete Rip-Rap	Delete detail.
SD-24A	SD-08	Standard Storm Drain Embedment and Backfill	Renumber detail
SD-24B	N/A	Standard Storm Drain Embedment and Backfill	Delete detail.
SD-25	RD-18	Street Sign	Add mast arm sign detail. Add sign detail to match MUTCD.
N/A	RD-19A	Sign Post Installation	Create detail.
N/A	RD-19B	Sign Post Installation	Create detail.

DATE: November 10, 2020

TO: Chairman and Members of the Planning and Zoning Commission

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

SUBJECT: Consideration and Action Regarding Subdivision Ordinance Amendment for Article 9 Construction Standards Details

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If there are any questions, please let me know.

Kimley»Horn

City of Saginaw
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N/A	RD-19A	Sign Post Installation	Create detail.
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ORDINANCE NO. 2020-25

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS ADOPTING REVISIONS TO ARTICLE 9 OF THE SUBDIVISION ORDINANCE OF THE CITY OF SAGINAW; INCORPORATING REVISED CONSTRUCTION STANDARD DETAILS; PROVIDING THAT THESE AMENDMENTS ARE ADOPTED TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE; PROVIDING FOR THE ADMINISTRATION AND ENFORCEMENT OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM;PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; 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, Chapter 212 of the Texas Local Government Code authorizes a municipality to adopt rules and regulations governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals and general welfare of the municipality and the safe, orderly and healthful development of the municipality; and

WHEREAS, after due and careful consideration, the planning and zoning commission has recommended that the city council adopt revisions to the subdivision ordinance to incorporate a new Article 9 - Construction Standard Details; and

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

SECTION 1.

That the Subdivision Ordinance of the City of Saginaw, is hereby amended by replacing Article 9 – Construction Standard Details with the attached as shown as Exhibit "A," a copy of which is on file with the office of the City Secretary.

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code, as amended, and the Subdivision Ordinance of the City of Saginaw, 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.

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 Five Hundred Dollars ($500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of the Subdivision Ordinance of the City of Saginaw, or any other ordinances affecting subdivisions, platting or land development which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance, but may be prosecuted until final disposition by the courts.

SECTION 6.

The City Secretary of the City of Saginaw is hereby authorized to publish this ordinance in book or pamphlet form for general distribution among the public, and the operative provisions of this ordinance as so published shall be admissible in evidence in all courts without further proof than the production thereof.

SECTION 7.

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

SECTION 8.

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED THIS 17th DAY OF NOVEMBER, 2020.

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

EFFECTIVE:
APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, City Attorney

Article 9 – Construction Standard Details

CITY OF SAGINAW
CONSTRUCTION STANDARDS
TABLE OF CONTENTS

WATER

SHEET NO.	DESCRIPTION
W-01	STANDARD WATER LINE EMBEDMENT AND BACKFILL
W-02	WATER SERVICE CONNECTION
W-03	WATER VALVE AND BOX INSTALLATION
W-04	BUTTERYFLY VALVE AND INSTALLATION
W-05	FIRE HYDRANT INSTALLATION
W-06	HORIZONTAL BLOCKING
W-07	CONCRETE CRADLE AT VERTICAL BENDS
W-08	VERTICAL THRUST BLOCKING
W-09	AIR RELEASE VALVE
W-10	DOUBLE CHECK DETECTOR VAULT
W-11	LADDER AND PIPE SUPPORT
W-12	TYPICAL RING CONNECTION
W-13	WATER LINE BORE AND CASING

WASTE WATER

SHEET NO.	DESCRIPTION
WW-01	STANDARD SANITARY SEWER EMBEDMENT AND BACKFILL
WW-02	PRECAST AND CAST-IN-PLACE SANITARY SEWER MANHOLE
WW-03	SANITARY SEWER MANHOLE DROP CONNECTIONS
WW-04	EXTENSION RING INSTALLATION FRAME AND COVER PLACEMENT
WW-05	MANHOLE RING AND COVER
WW-06	SANITARY SEWER MAIN CLEANOUT
WW-07	CLEANOUT CAP
WW-08	SANITARY SEWER SERVICE
WW-09	SANITARY SEWER LINE BORE AND CASING
WW-10	MANHOLE ABANDONMENT
WW-11	CONCRETE ENCASEMENT

NOTE:
ALL SPEC ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

CITY OF SAGINAW
CONSTRUCTION STANDARDS
TABLE OF CONTENTS

ROADWAY

SHEET NO.	DESCRIPTION
RD-01	CONCRETE PAVING
RD-02	CONCRETE PAVING JOINT DETAILS
RD-03	CONCRETE PAVING JOINT SEALANTS
RD-04	PAVEMENT INTERSECTION JOINT SPACING
RD-05	STANDARD 6-INCH CURB AND 18-INCH GUTTER
RD-06	REINFORCED CONCRETE PAVEMENT SIX LANE DIVIDED THOROUGHFARE
RD-07	REINFORCED CONCRETE PAVEMENT FOUR LANE DIVIDED THOROUGHFARE
RD-08	MONOLITHIC MEDIAN NOSE - TYPE 1
RD-09	MONOLITHIC MEDIAN NOSE - TYPE 2
RD-10	STAMPED CONCRETE
RD-11	RESIDENTIAL DRIVEWAY
RD-12	COMMERCIAL-INDUSTRIAL DRIVEWAY
RD-13	CONCRETE SIDEWALK
RD-14	CONCRETE SIDEWALK WITH WALL
RD-15	BARRIER FREE RAMP
RD-16	WOOD SCREENING DETAIL
RD-17	MASONRY SCREENING DETAIL
RD-18	STREET SIGN
RD-19A	SIGN POST - INSTALLATION
RD-19B	SIGN POST - SQUARE TUBING

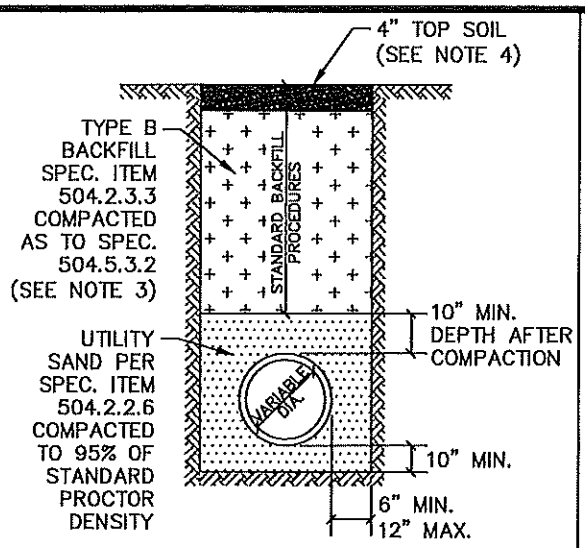
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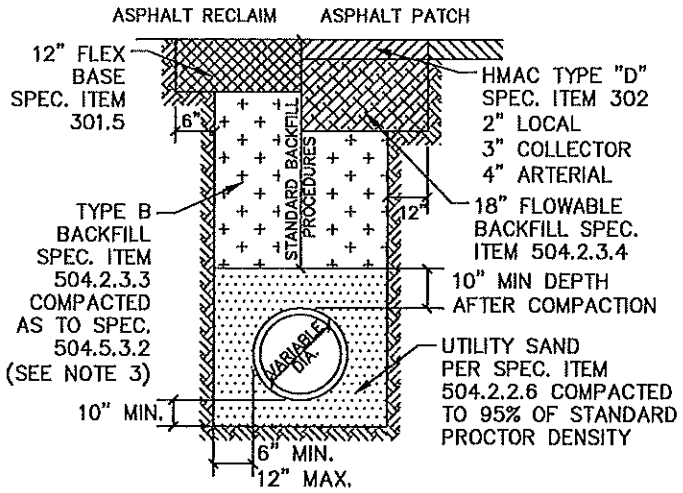
STORM DRAIN

SHEET NO.	DESCRIPTION
SD-01A	STANDARD STORM DRAIN CURB INLET
SD-01B	STANDARD CURB INLET THROAT
SD-02A	RECESSED CURB INLET
SD-02B	RECESSED CURB INLET THROAT
SD-03	INLET REINFORCEMENT
SD-04	STANDARD DROP INLET
SD-05	STANDARD 4-FOOT SQUARE STORM DRAIN MANHOLE
SD-06	MANHOLE COVER RIVER LOGO
SD-07	REINFORCED CONCRETE COLLAR AND MISCELLANOUS DETAILS
SD-08	STANDARD STORM DRAIN EMBEDMENT AND BACKFILL

NOTE:
ALL SPEC ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

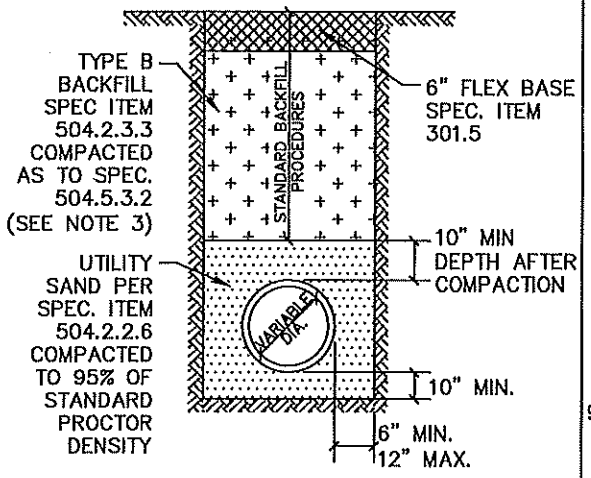


UNPAVED AREA

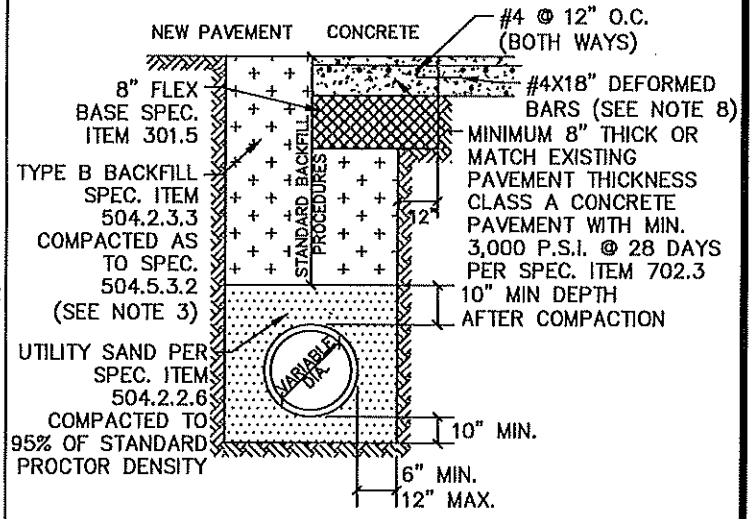


NOTE: FOR NEW STREETS, BACKFILL MAY BE EXTENDED TO THE TOP OF THE TRENCH

ASPHALT PAVEMENT



GRAVEL SURFACE



CONCRETE PAVEMENT

NOTES:

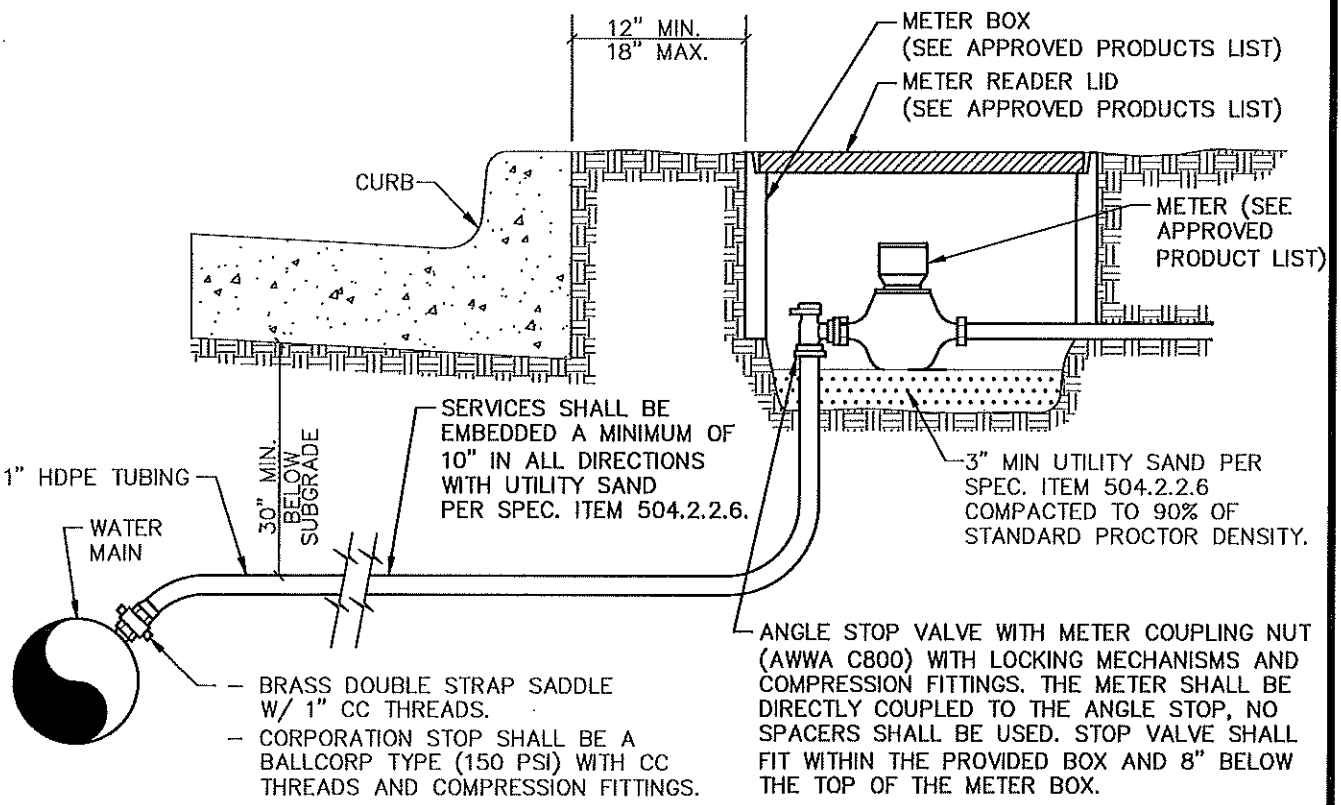
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. AT THE END OF EACH WORK DAY ALL SPOILS SHALL BE REMOVED FROM THE CITY R.O.W. UNLESS PRIOR WRITTEN PERMISSION IS OBTAINED FROM THE CITY TO STORE SPOILS IN DESIGNATED SPOIL STORAGE AREAS THAT DO NOT OBSTRUCT AUTOMOBILE OR PEDESTRIAN TRAFFIC.
3. ROCKS GREATER THAN 4" IN DIAMETER SHALL BE REMOVED FROM ANY NATIVE MATERIAL USED AS BACKFILL.
4. TOPSOIL SHALL BE 4" IN DEPTH AND SHALL BE LOOSE AND FREE OF ROCKS OR CLODS GREATER THAN 1/4" IN DIAMETER. ALL TOPSOIL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
5. ALL PAVEMENT SHALL BE REMOVED ALONG NEAT SAW CUT LINES PER SPEC. ITEM 402.3.
6. BLUE UNDERGROUND WATER LINE WARNING TAPE OF MIN 4" WIDTH SHALL BE INSTALLED ABOVE THE EMBEDMENT MATERIAL.
7. A MAXIMUM OF 50 FT OF OPEN TRENCH WILL BE ALLOWED AT ANY TIME, UNLESS APPROVED BY THE CITY.
8. DEFORMED BARS DOWELED AND EPOXYED MIN. 6" INTO EXISTING PAVEMENT @ 12" O.C. (TYP).

City of Saginaw
Construction Standards

STANDARD WATER LINE
EMBEDMENT AND BACKFILL

REVISED
AUG 2020

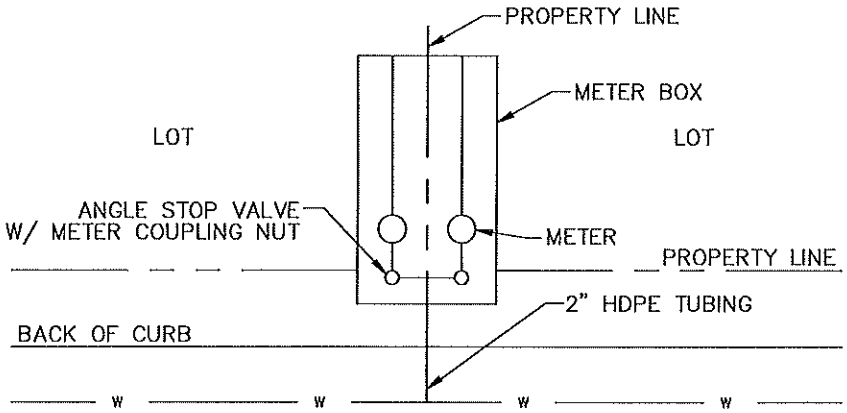
W-01



SINGLE METER SERVICE LAYOUT

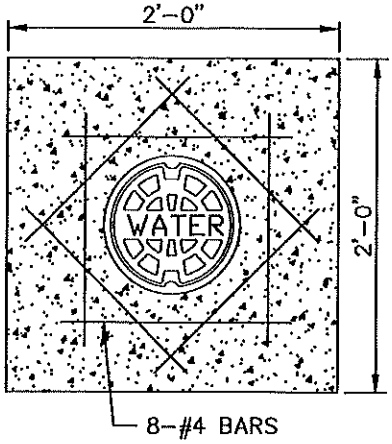
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. 1–1/2" METERS SHALL NOT BE ACCEPTED.
3. ALL RESIDENTIAL SERVICES SHALL BE 3/4" BULLHEAD ASSEMBLY SET ON PROPERTY LINE.
4. NO FLARED FITTINGS ALLOWED.
5. DO NOT USE PIPE DOPE OR GLUE.
6. INDICATE LOCATION OF WATER SERVICE WITH A 3" TALL "W" INSCRIBED IN THE FACE OF THE CURB.
7. BULLHEAD CONNECTIONS SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
8. METER BOX SHALL BE H–20 RATED IF IN DRIVEWAY.



BULLHEAD SERVICE LAYOUT

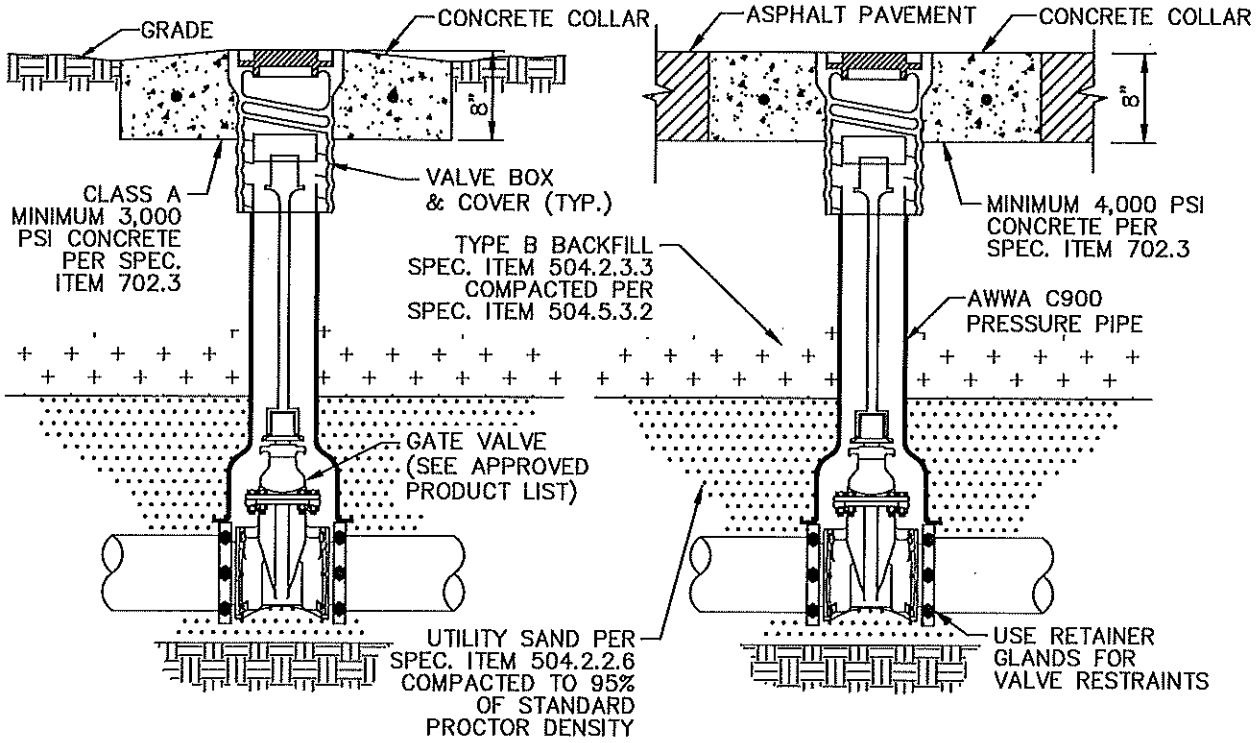
City of Saginaw Construction Standards	WATER SERVICE CONNECTION	REVISED AUG 2020
		W-02



CONCRETE COLLAR

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. GATE VALVE SHALL BE RESILIENT SEAT TYPE WITH A NON RISING STEM, A 2-INCH SQUARE OPERATOR, AND A FULLY ENCAPSULATED WEDGE. RESILIENT SEAT GATE VALVE SHALL CONFORM TO AWWA C509.
3. THE VALVE AND JOINT ASSEMBLIES SHALL BE WRAPPED IN POLYETHYLENE ACCORDING TO AWWA C105.
4. THE JOINT TYPE SHALL BE MECHANICAL JOINT UNLESS OTHERWISE SPECIFIED IN THE PLANS.
5. STEM EXTENSIONS ARE REQUIRED WHEN THE DEPTH TO THE TOP OF THE OPERATING NUT EQUALS OR EXCEEDS 3 FEET.
6. BOX TOP INSETS ARE REQUIRED IN ALL BOX INSTALLATIONS.
7. 16" AND LARGER GATE VALVES REQUIRE CONCRETE BLOCK UNDER THE VALVE BODY. CONCRETE BLOCK SHALL BE 12"X12"X6" CLASS B MINIMUM 2,000 P.S.I. CONCRETE BASE PER SPEC. ITEM 702.3.
8. MARK LINE SIZE AND DIRECTION IN BASE BLOCK WITH LETTERS A MINIMUM OF 1-INCH IN HEIGHT.
9. GATE VALVE SHALL BE OPEN LEFT, COUNTER-CLOCKWISE.
10. CONCRETE COLLARS ARE NOT REQUIRED IN CONCRETE PAVEMENT.

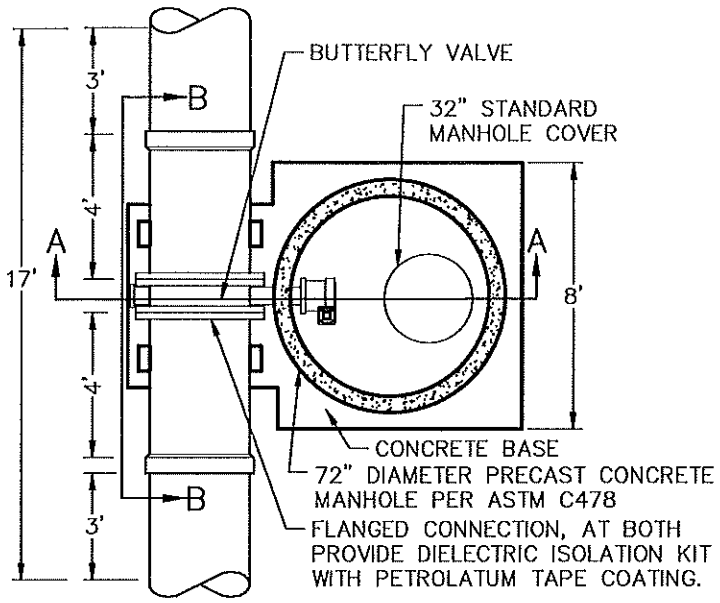


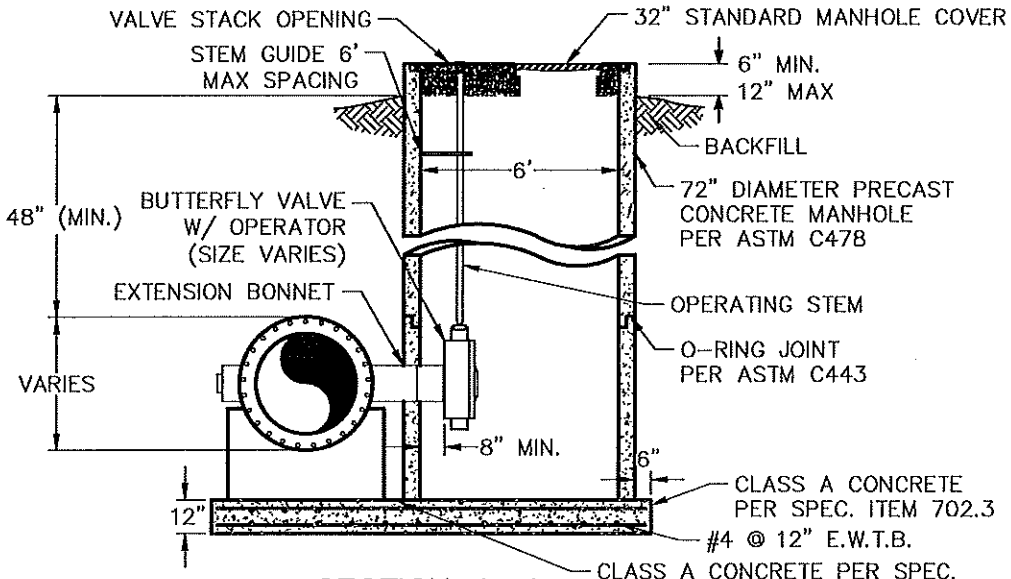
VALVES IN YARDS OR OTHER AREAS NOT SUBJECT TO TRAFFIC

VALVES WITHIN ROADWAYS OR OTHER PAVED OR SURFACED AREAS

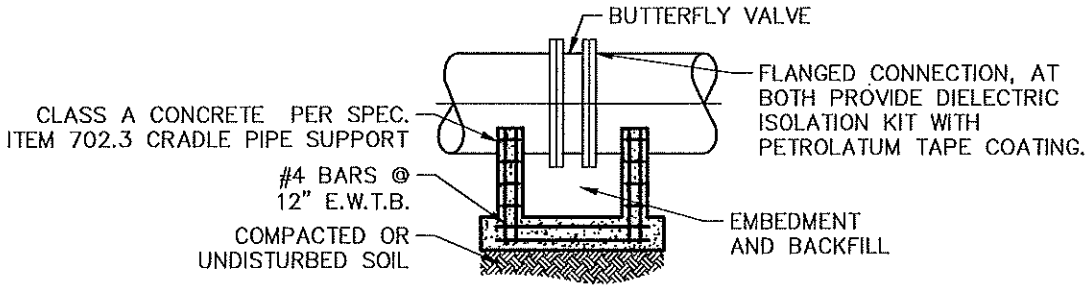
City of Saginaw **Construction Standards**	WATER VALVE AND BOX INSTALLATION	REVISED AUG 2020 W-03

NOTE:
ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.





SECTION A–A



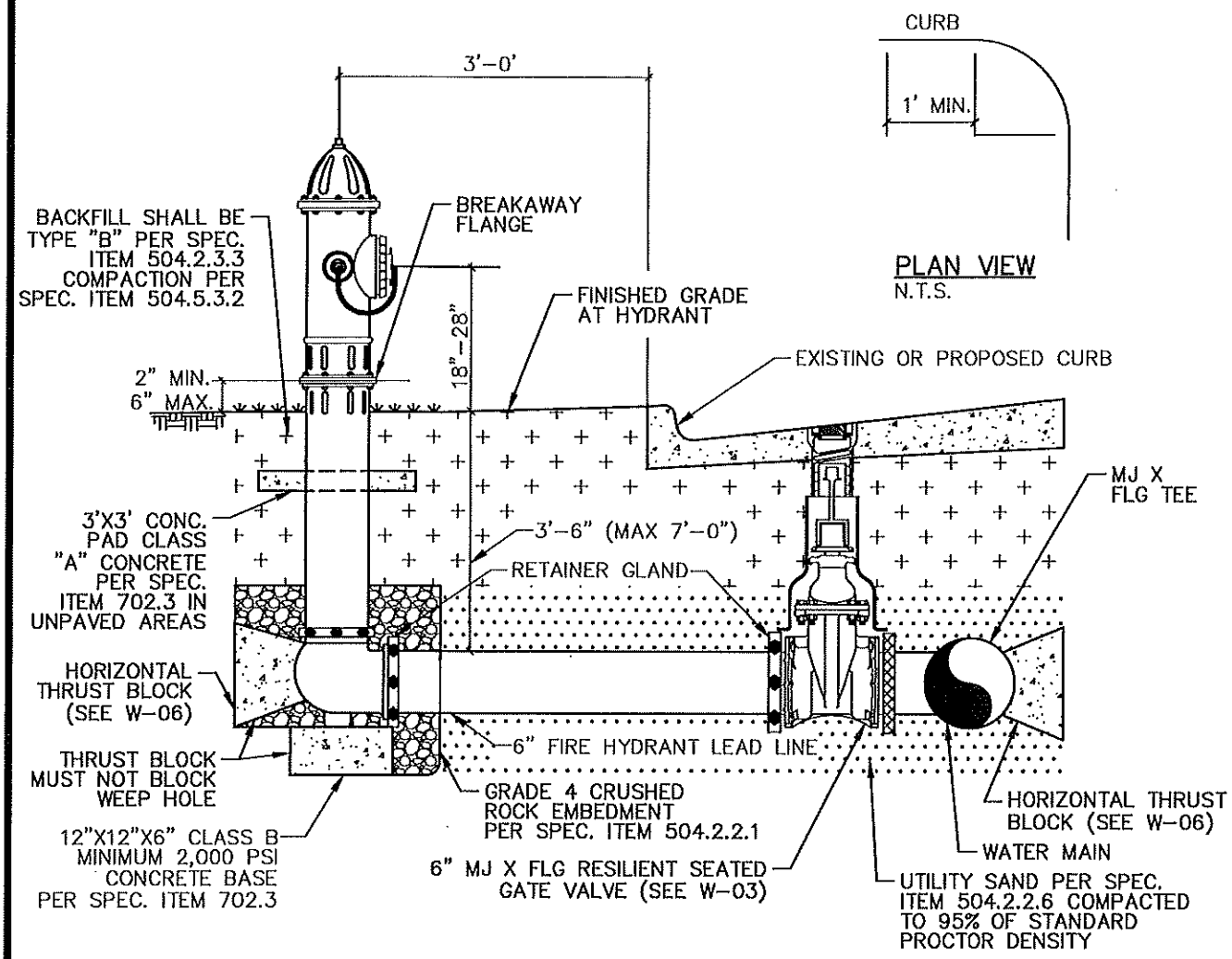
SECTION B–B

City of Saginaw
Construction Standards

BUTTERYFLY VALVE AND INSTALLATION

REVISED AUG 2020

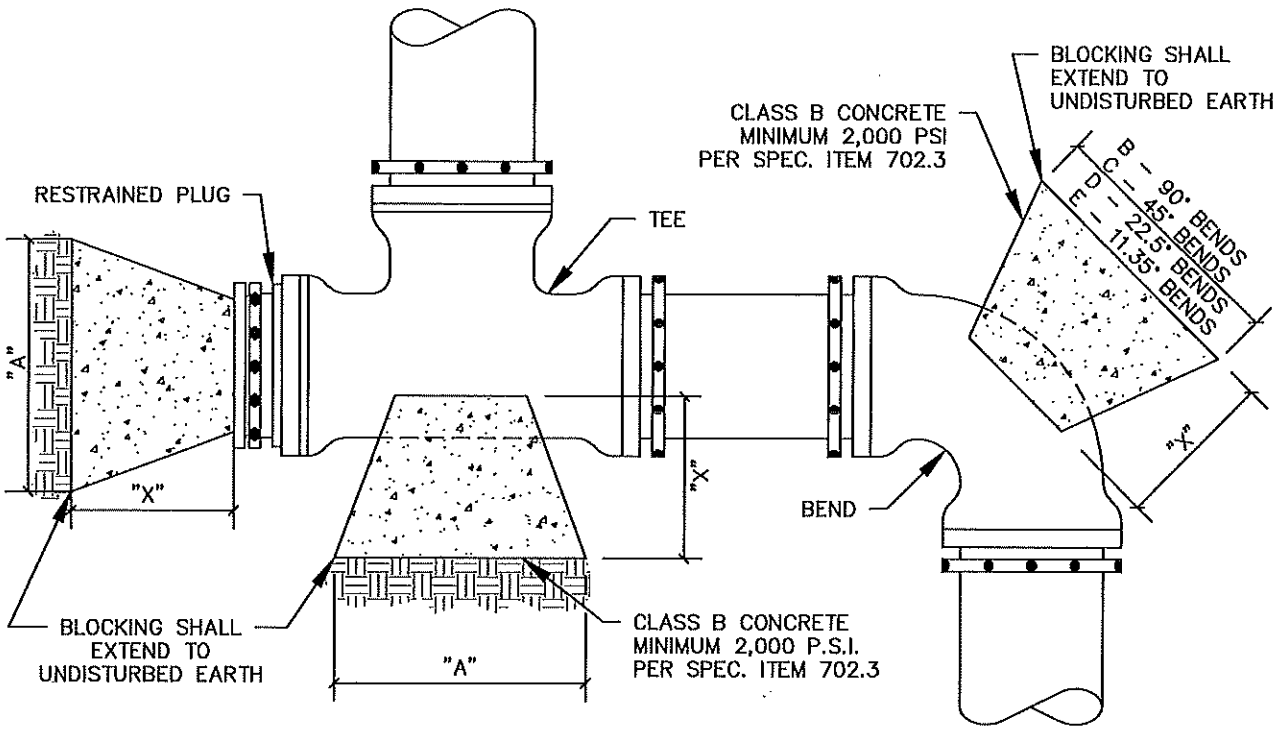
W-04



NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. ALL FIRE HYDRANTS SHALL CONFORM TO AWWA C502. FIRE HYDRANTS SHALL HAVE A 5 1/4" MIN VALVE OPENING AND AN INSIDE BARREL DIAMETER OF APPROXIMATELY 7". ALL HYDRANTS SHALL BE EQUIPPED WITH A BREAKAWAY FLANGE.
3. ALL BELOW GROUND IRON ASSEMBLES SHALL BE WRAPPED IN POLYETHYLENE ACCORDING TO AWWA C105.
4. RESILIENT SEATED GATE VALVE SHALL CONFORM TO AWWA C509.
5. FIRE HYDRANT LEADS GREATER THAN A SINGLE PIPE JOINT REQUIRE JOINT THRUST RETAINERS.
6. FIRE HYDRANT SHALL BE PLACED ON THE EXTENDED LOT LINE WHEN POSSIBLE.
7. FIRE HYDRANT SHALL BE LOCATED A MINIMUM 1 FT. OUTSIDE OF THE AREA BETWEEN THE P.C.'S OF THE CORNER TURNING RADIS AT THE INTERSECTIONS. (SEE PLAN VIEW)
8. FIRE HYDRANT NO CLOSER THAN 12" TO EXISTING OR PROPOSED SIDEWALKS.
9. ALL FIRE HYDRANTS SHALL BE AT LEAST 42 INCHES FROM ANY ABOVE GROUND OBSTRUCTIONS, SUCH AS GUARDRAILS, RETAINING WALLS, BOLLARDS, ETC.
10. SEE APPROVED PRODUCTS LIST FOR ACCEPTABLE FIRE HYDRANT MANUFACTURERS.
11. FIRE HYDRANT SHALL BE PAINTED SAFETY RED. PAINT MUST BE BRUSHED ON, IT MAY NOT BE SPRAYED. SEE APPROVED PRODUCTS LIST.
12. FIRE HYDRANT SHALL BE OPEN LEFT, COUNTER-CLOCKWISE.

City of Saginaw Construction Standards	FIRE HYDRANT INSTALLATION	REVISED AUG 2020
		W-05



HORIZONTAL BLOCKING TABLE

PIPE SIZE	"X" DIM.	PLUGS & TEES		90° BENDS		45° BENDS		22.50° BENDS		11.25° BENDS	
		"A"	MIN. AREA (sf)	"B"	MIN. AREA (sf)	"C"	MIN. AREA (sf)	"D"	MIN. AREA (sf)	"E"	MIN. AREA (sf)
6"	1'-6"	1'-9"	3.18	2'-1"	4.50	1'-7"	2.43	1'-1"	1.24	1'-0"	1.00
8"	1'-6"	2'-5"	5.65	2'-10"	8.00	2'-1"	4.33	1'-6"	2.21	1'-1"	1.11
10"	1'-6"	3'-0"	8.84	3'-6"	12.50	2'-7"	6.76	1'-10"	3.45	1'-4"	1.73
12"	1'-6"	3'-7"	12.72	4'-3"	17.99	3'-1"	9.74	2'-3"	4.96	1'-7"	2.49
16"	2'-0"	4'-9"	22.62	5'-8"	31.99	4'-2"	17.31	2'-12"	8.83	2'-1"	4.43

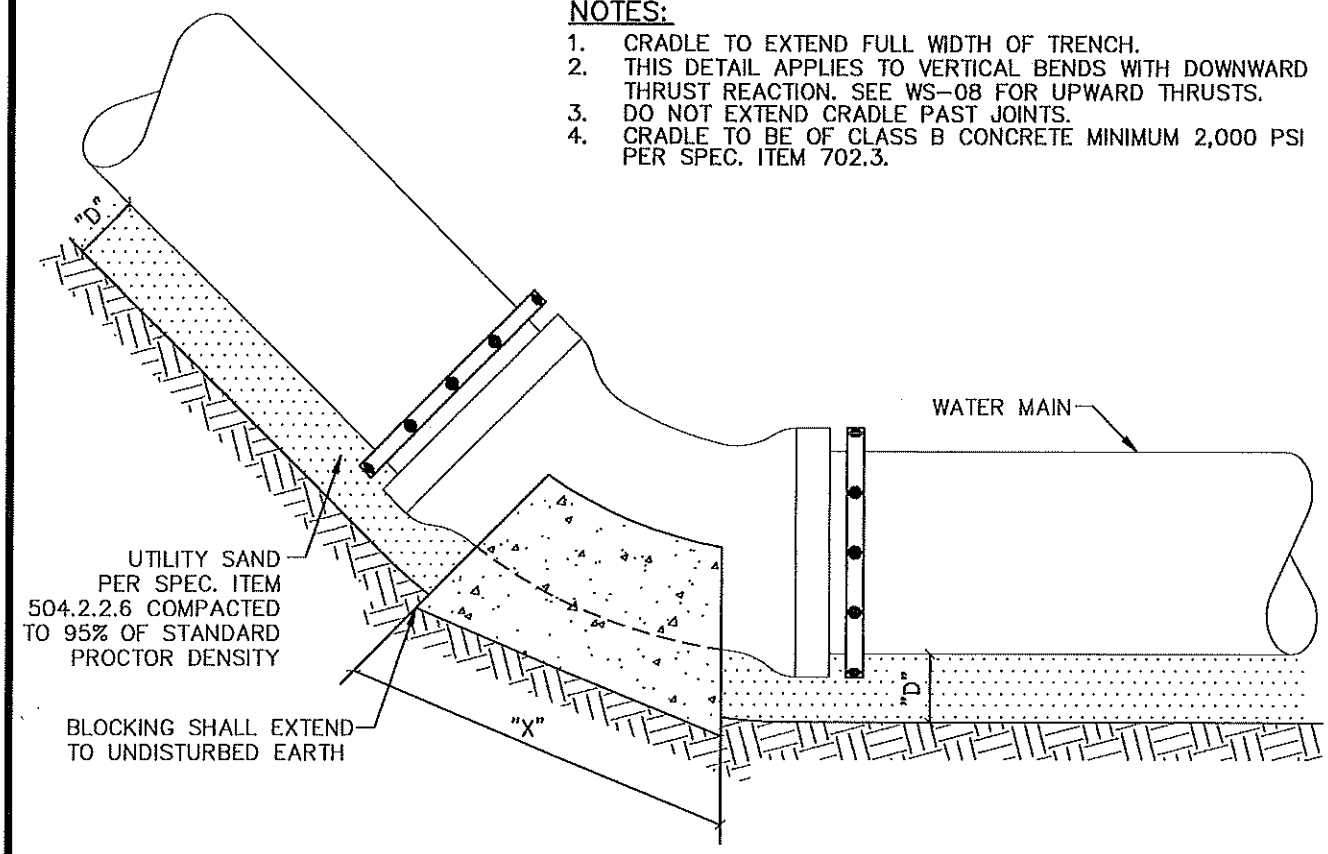
DIMENSION "X" TO BE A MINIMUM OF 1'-6", BUT IS TO BE INCREASED WHERE NECESSARY TO PROVIDE BEARING AGAINST UNDISTURBED TRENCH WALL.

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. BEARING AREAS SHOWN ARE BASED ON 225 PSI TEST PRESSURE, 3,000 PSF ALLOWABLE SOIL BEARING PRESSURE, AND 1.5 SAFETY FACTOR.
3. THE ENGINEER SHALL PROVIDE A SEPARATE BLOCKING TABLE WHEN THE CONDITIONS DO NOT MEET THE ABOVE ASSUMPTIONS.
4. WRAP ALL BELOW GROUND IRON ASSEMBLIES IN POLYETHYLENE ACCORDING TO AWWA C105.
5. ALL TEES, BENDS, PLUGS, ETC. SHALL BE MECHANICALLY RESTRAINED.
6. BLOCKING FOR LINES LARGER THAN 16" SHALL BE DESIGNED FOR THE SPECIFIC LOCATION AND SHOWN ON THE DRAWINGS.

NOTES:

1. CRADLE TO EXTEND FULL WIDTH OF TRENCH.
2. THIS DETAIL APPLIES TO VERTICAL BENDS WITH DOWNWARD THRUST REACTION. SEE WS-08 FOR UPWARD THRUSTS.
3. DO NOT EXTEND CRADLE PAST JOINTS.
4. CRADLE TO BE OF CLASS B CONCRETE MINIMUM 2,000 PSI PER SPEC. ITEM 702.3.



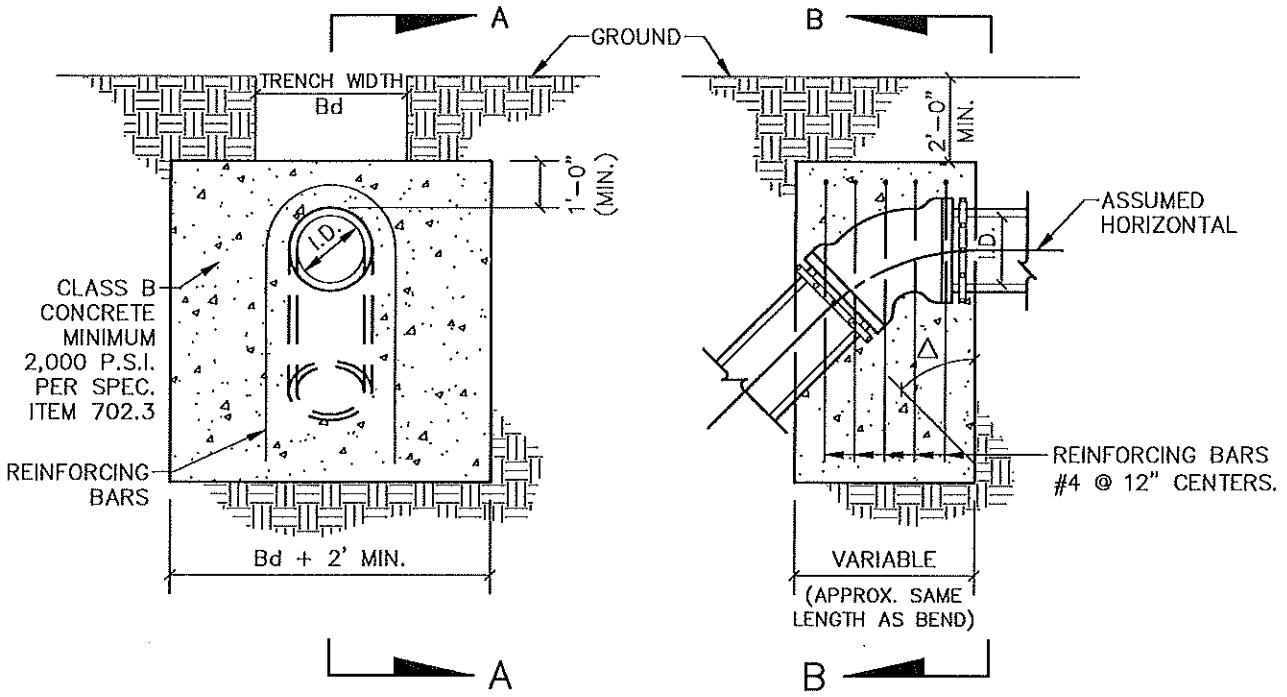
"D" = 6" MINIMUM OR TO UNDISTURBED SOIL

CONCRETE CRADLE TABLE

PIPE SIZE	90° BENDS		45° BENDS		22.50° BENDS		11.25° BENDS	
	"X"	MIN. AREA (sf)	"X"	MIN. AREA (sf)	"X"	MIN. AREA (sf)	"X"	MIN. AREA (sf)
6"	2'-1"	4.50	1'-7"	2.43	1'-1"	1.24	1'-0"	1.00
8"	2'-10"	8.00	2'-1"	4.33	1'-6"	2.21	1'-1"	1.11
10"	3'-6"	12.50	2'-7"	6.76	1'-10"	3.45	1'-4"	1.73
12"	4'-3"	17.99	3'-1"	9.74	2'-3"	4.96	1'-7"	2.49
16"	5'-8"	31.99	4'-2"	17.31	3'-0"	8.83	2'-2"	4.43

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. BEARING AREAS SHOWN ARE BASED ON 225 PSI TEST PRESSURE, 3,000 PSF ALLOWABLE SOIL BEARING PRESSURE, AND 1.5 SAFETY FACTOR.
3. THE ENGINEER SHALL PROVIDE A SEPARATE BLOCKING TABLE WHEN THE CONDITIONS DO NOT MEET THE ABOVE ASSUMPTIONS.
4. WRAP ALL BELOW GROUND IRON ASSEMBLIES IN POLYETHYLENE ACCORDING TO AWWA C105.
5. ALL TEES, BENDS, PLUGS, ETC. SHALL BE MECHANICALLY RESTRAINED BY MEGALUG OR APPROVED EQUAL.
6. BLOCKING FOR LINES LARGER THAN 16" SHALL BE DESIGNED FOR THE SPECIFIC LOCATION AND SHOWN ON THE DRAWINGS.



ELEVATION "B–B"

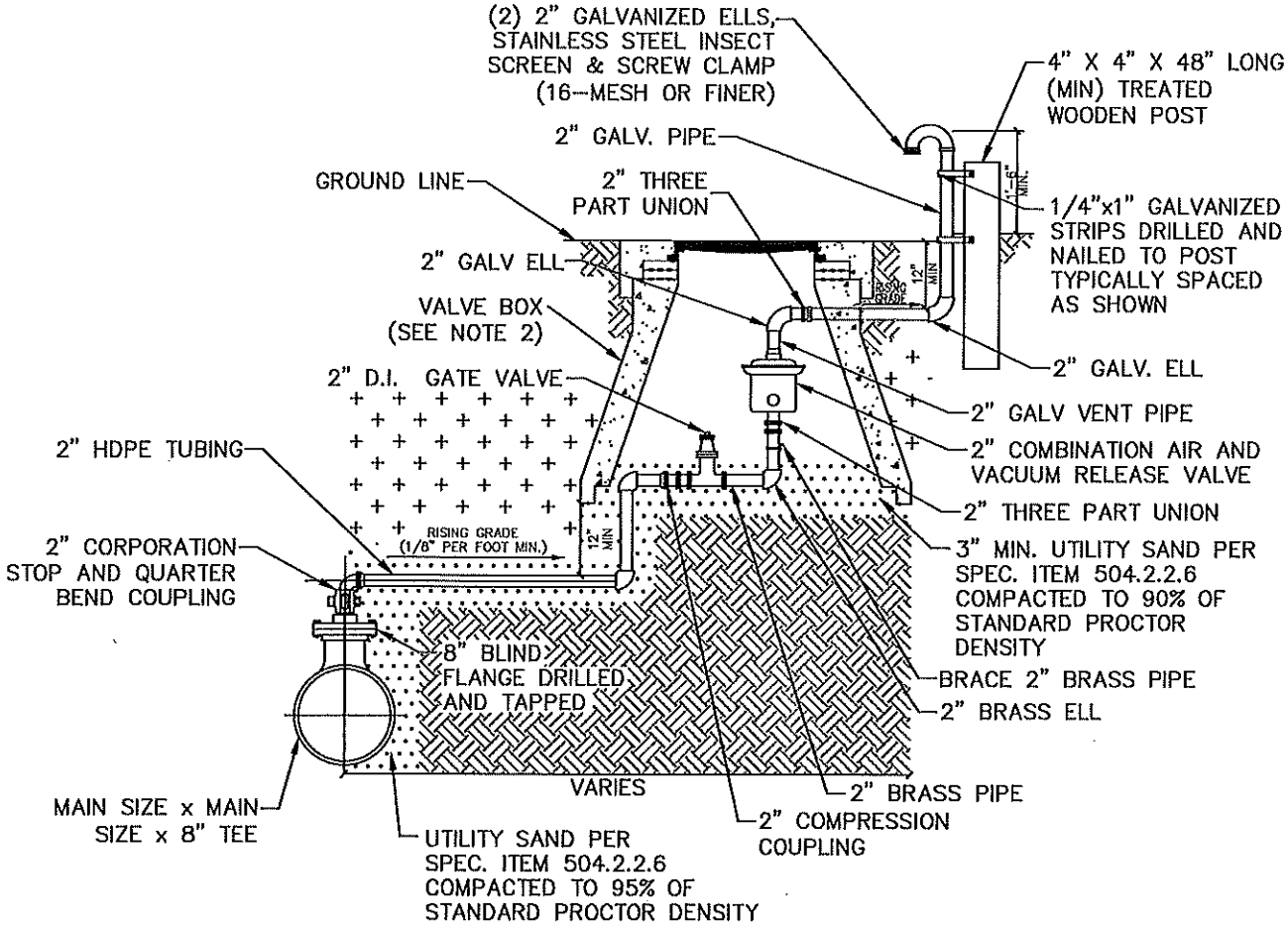
SECTION "A–A"

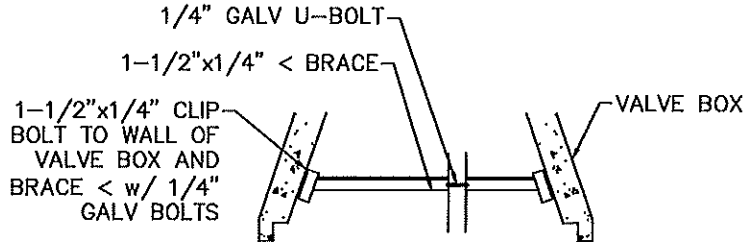
VERTICAL THRUST BLOCK TABLE

△	11.25°		22.50°		45.00°		90.00°	
I.D. (IN.)	MIN #4 BARS	VOL. (C.Y.)	MIN #4 BARS	VOL. (C.Y.)	MIN #4 BARS	VOL. (C.Y.)	MIN #4 BARS	VOL. (C.Y.)
6	1	0.5	1	1.0	1	1.8	2	2.5
8	1	0.5	1	1.0	2	1.8	3	2.5
10	1	1.1	2	2.2	3	4.0	5	5.7
12	1	1.1	2	2.2	4	4.0	7	5.7
16	1	2.5	4	4.9	7	9.0	12	12.7

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE VOLUMES SHOWN ARE BASED ON 225 PSI TEST PRESSURE, 3,000 PSF ALLOWABLE SOIL BEARING PRESSURE, AND 1.5 SAFETY FACTOR.
3. BAR QUANTITIES ARE BASED ON 30 KSI #4 STEEL REINFORCEMENT BAR AND A SAFETY FACTOR OF 1.5.
4. THE ENGINEER SHALL PROVIDE A SEPARATE BLOCKING TABLE WHEN THE CONDITIONS DO NOT MEET THE ABOVE ASSUMPTIONS.
5. WRAP ALL BELOW GROUND IRON ASSEMBLIES IN POLYETHYLENE ACCORDING TO AWWA C105.
6. ALL TEES, BENDS, PLUGS, ETC. SHALL BE MECHANICALLY RESTRAINED.
7. BLOCKING FOR LINES LARGER THAN 16" SHALL BE DESIGNED FOR THE SPECIFIC LOCATION AND SHOWN ON THE DRAWINGS.



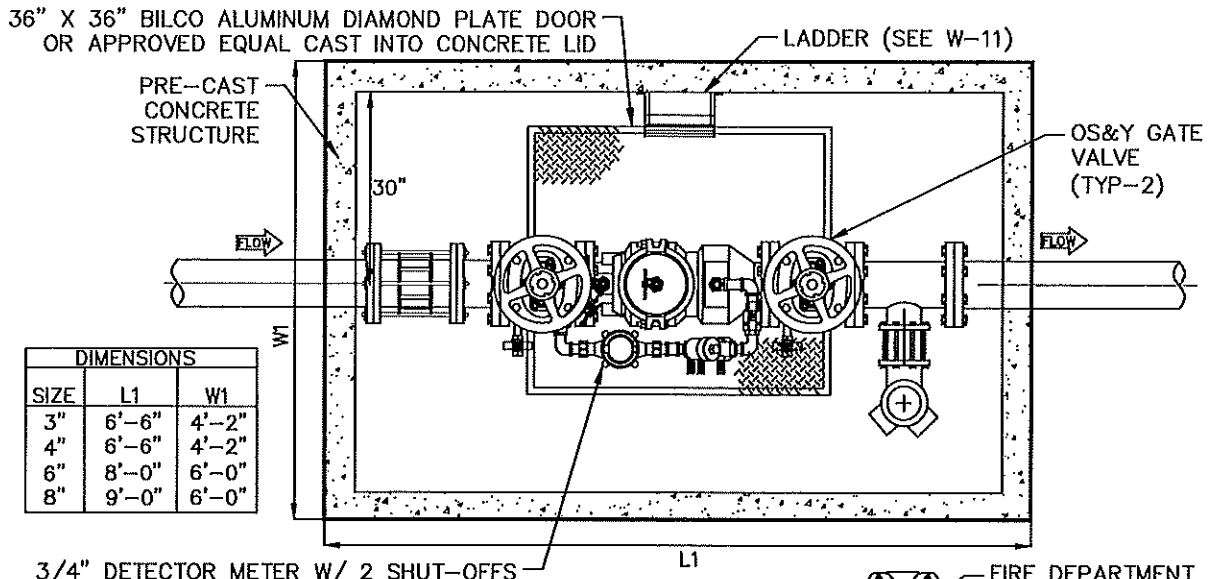


BRACE DETAIL

NOTES:

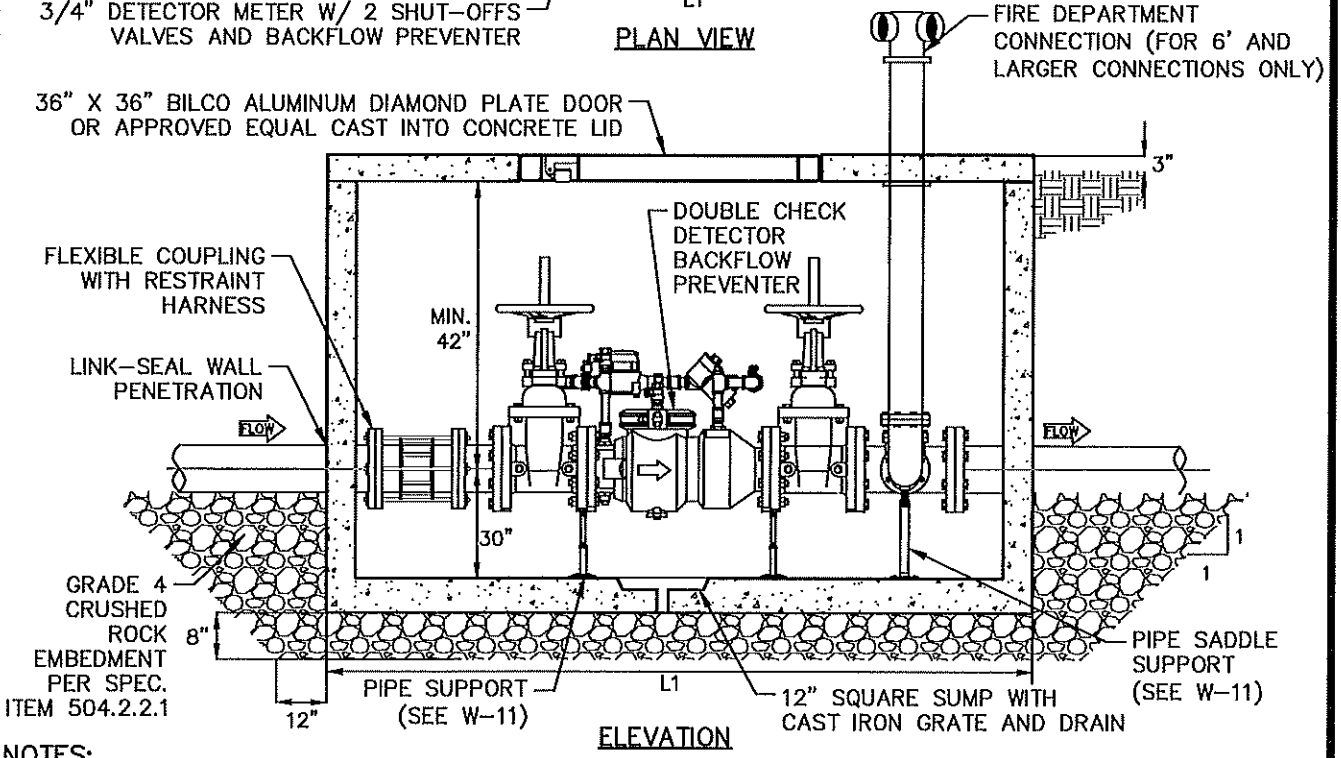
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. VALVE BOX SHALL BE 48" ASTM-C478 CONCENTRIC MANHOLE CONE WITH RING AND COVER.
3. AIR RELEASE VALVES SHALL BE IN ACCORDANCE WITH AWWA C512 AND AWWA M51.
4. SEE APPROVED PRODUCT LIST FOR ACCEPTABLE AIR RELEASE VALVE MANUFACTURERS.

City of Saginaw Construction Standards	AIR RELEASE VALVE	REVISED AUG 2020
		W-09



DIMENSIONS		
SIZE	L1	W1
3"	6'-6"	4'-2"
4"	6'-6"	4'-2"
6"	8'-0"	6'-0"
8"	9'-0"	6'-0"

PLAN VIEW

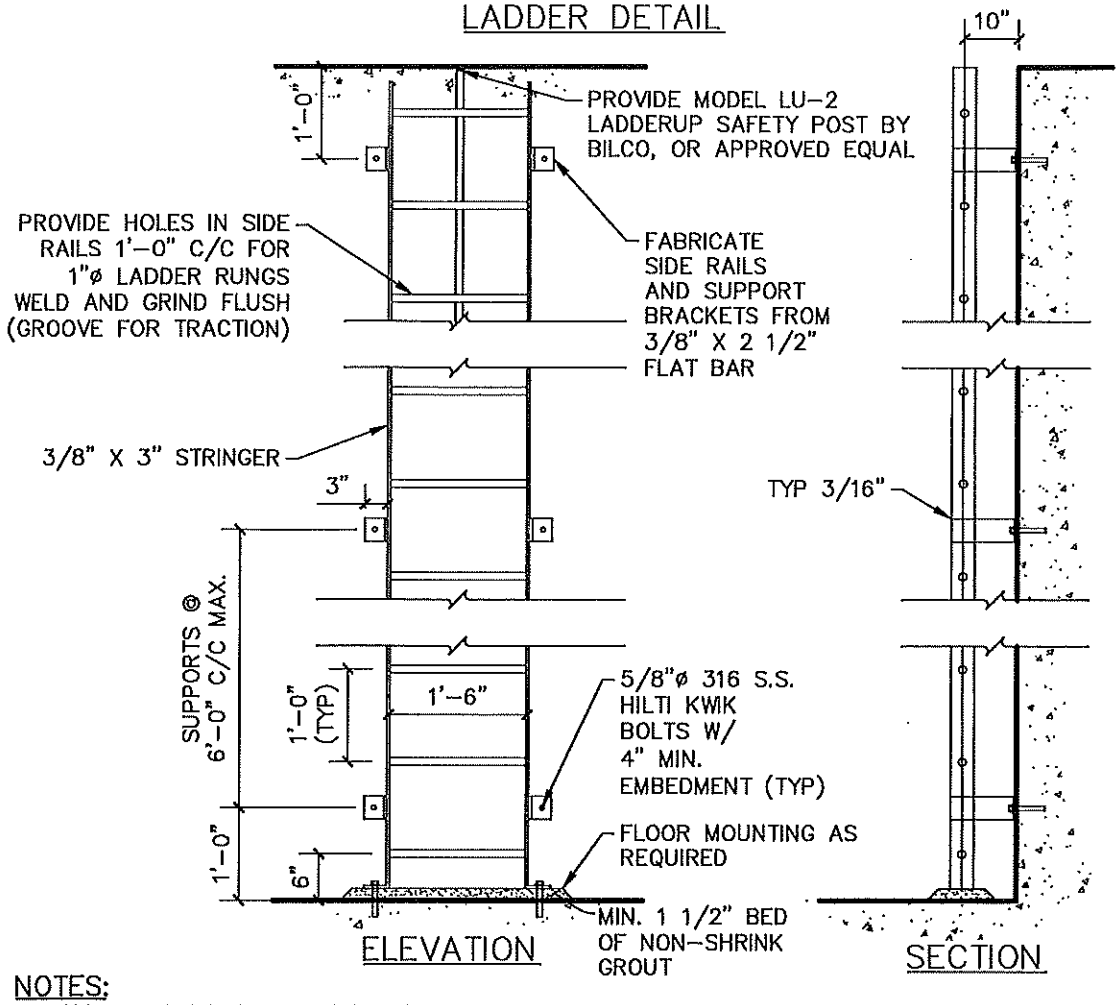


ELEVATION

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. NOTIFY THE CITY PRIOR TO CONSTRUCTION OF METER VAULT OR BY-PASS ASSEMBLY.
3. THE VAULT SHALL NOT BE INSTALLED IN ANY DRIVING OR PARKING AREAS AND MUST BE LOCATED IN A UTILITY EASEMENT DEDICATED TO THE CITY OF SAGINAW.
4. THE CONTRACTOR MAY HAVE THE WALL CORED BEFORE INSTALLATION OF VAULT AND PIPING. BREAKING OF THE WALL WITH A JACKHAMMER IS NOT PERMITTED.
5. ALL PIPING SHALL BE DUCTILE IRON. ALL PIPING AND EQUIPMENT IN VAULT SHALL BE COATED PER MANUFACTURER FOR THE INTENDED USE.

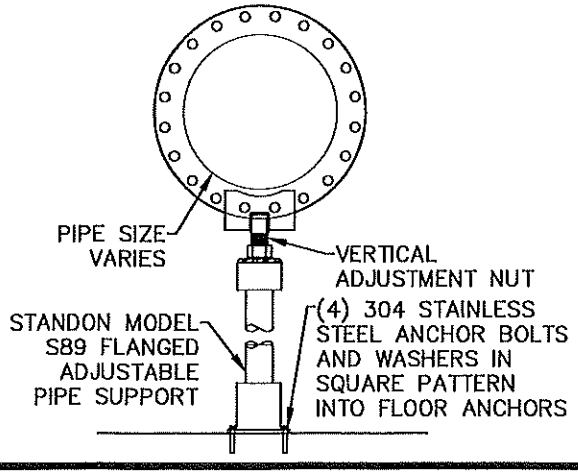
LADDER DETAIL



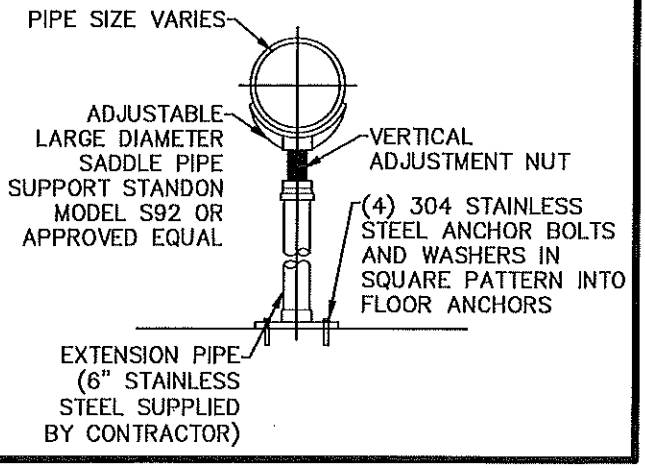
NOTES:

1. ALL STEEL MEMBERS SHALL BE GALVANIZED UNLESS OTHERWISE NOTED.

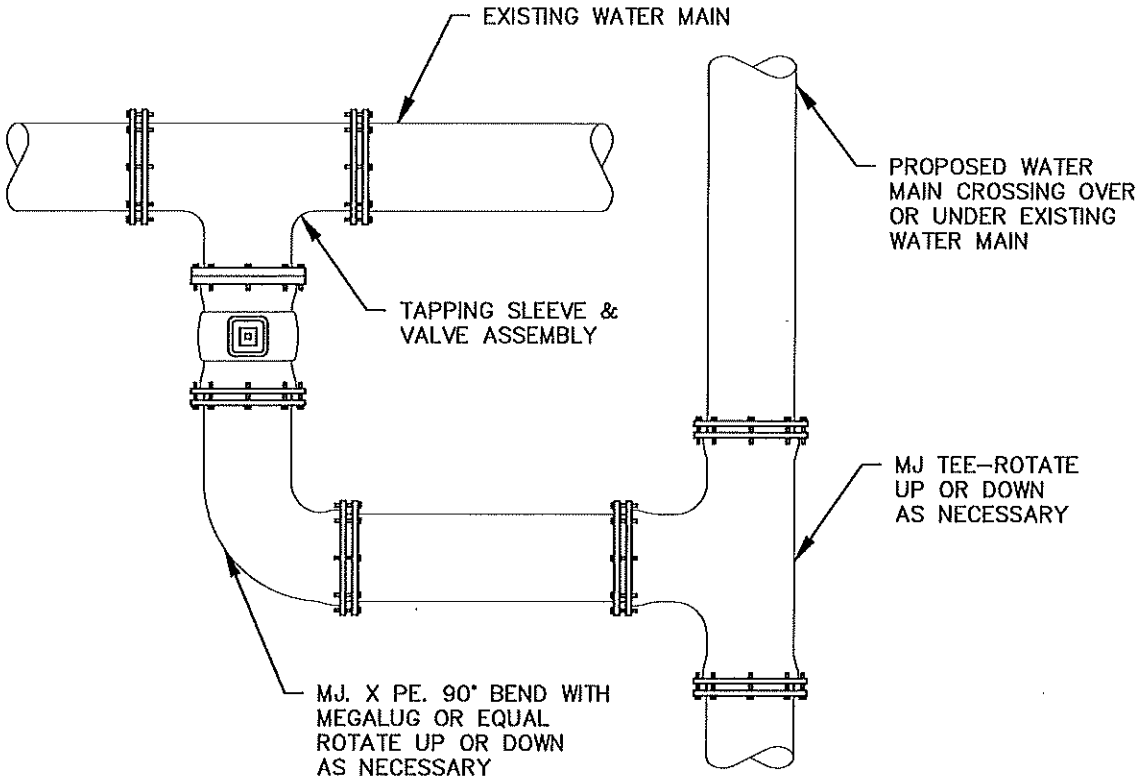
ADJUSTABLE FLANGE PIPE SUPPORT DETAIL



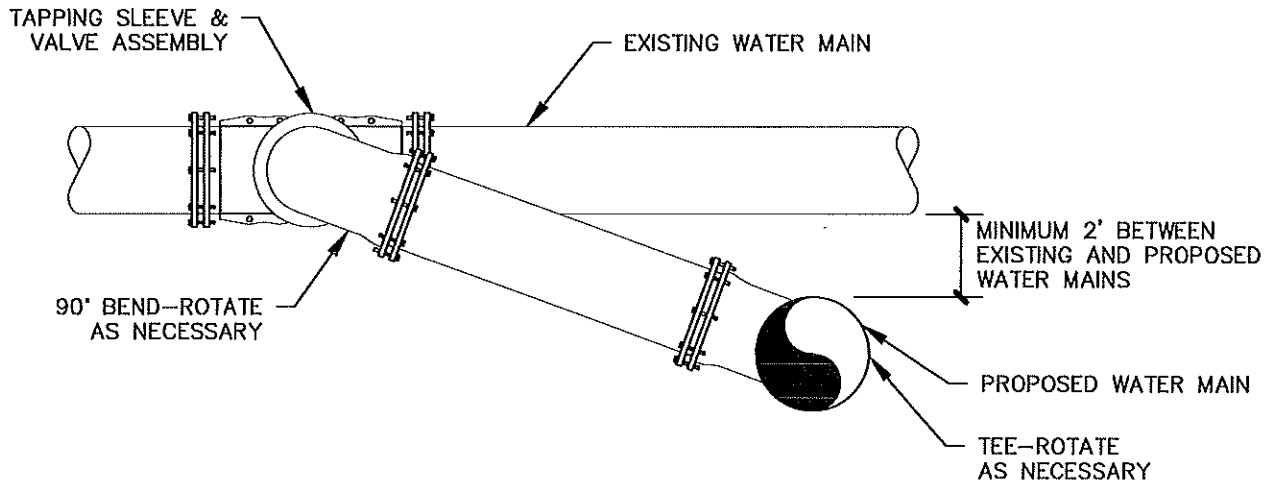
ADJUSTABLE SADDLE PIPE SUPPORT DETAIL



City of Saginaw **Construction Standards**	LADDER AND PIPE SUPPORT	REVISED AUG 2020 W-11



PLAN

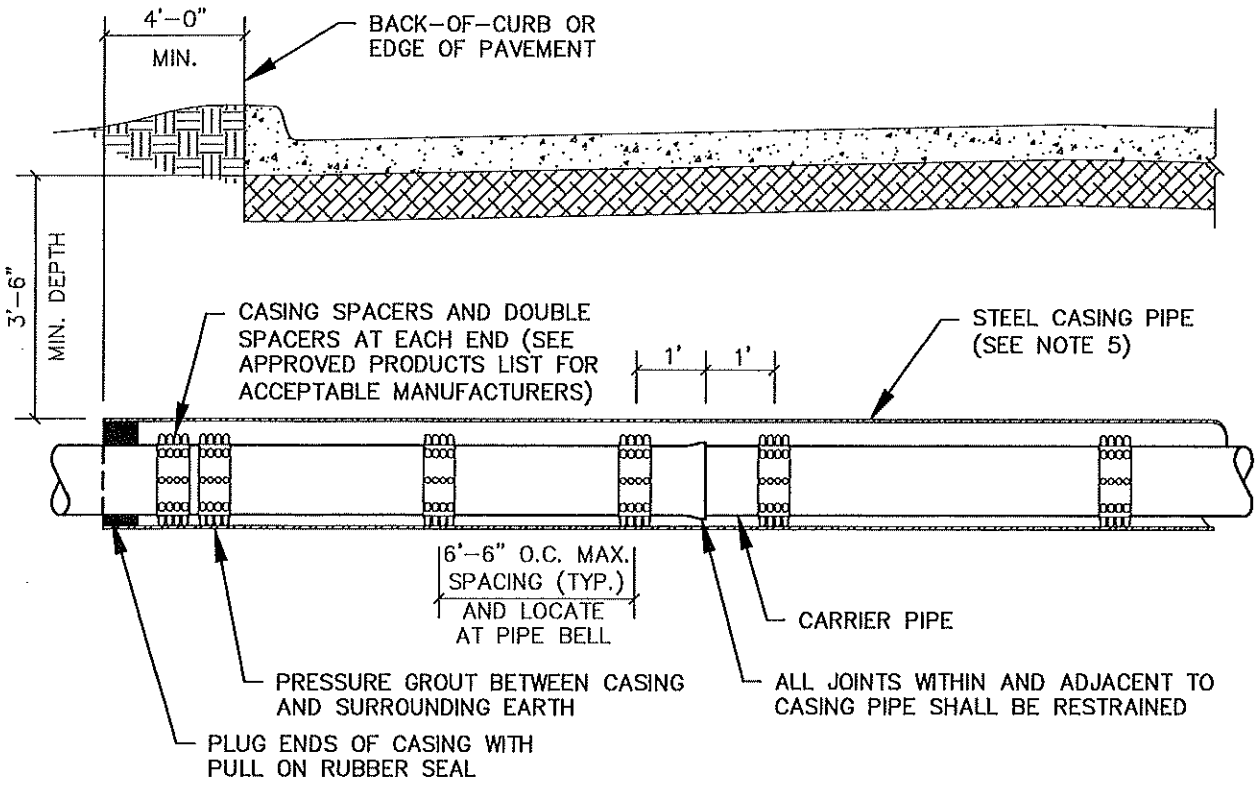


SECTION

NOTES:

1. WRAP ALL BELOW GROUND ASSEMBLIES IN POLYETHYLENE ACCORDING TO AWWA C105.
2. THE DIAMETER OF THE CONNECTING PIPE BETWEEN THE PROPOSED AND EXISTING WATER MAINS SHALL HAVE A DIAMETER EQUAL TO THE SMALLER OF THE TWO MAINS TO BE CONNECTED THROUGH THE PROPOSED RING CONNECTION.

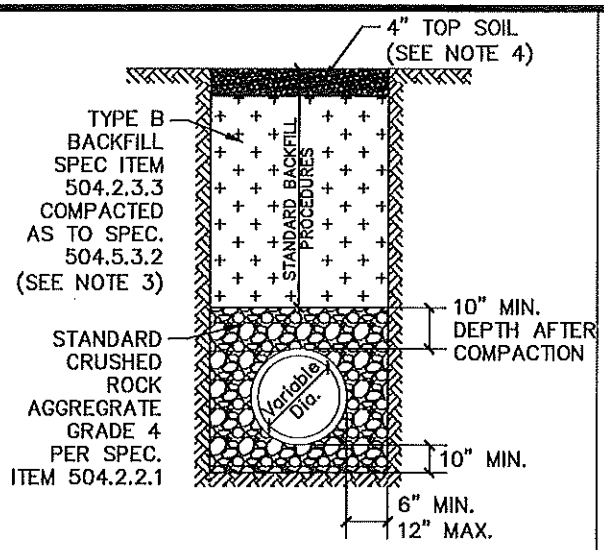
City of Saginaw Construction Standards	TYPICAL RING CONNECTION	REVISED AUG 2020
		W-12



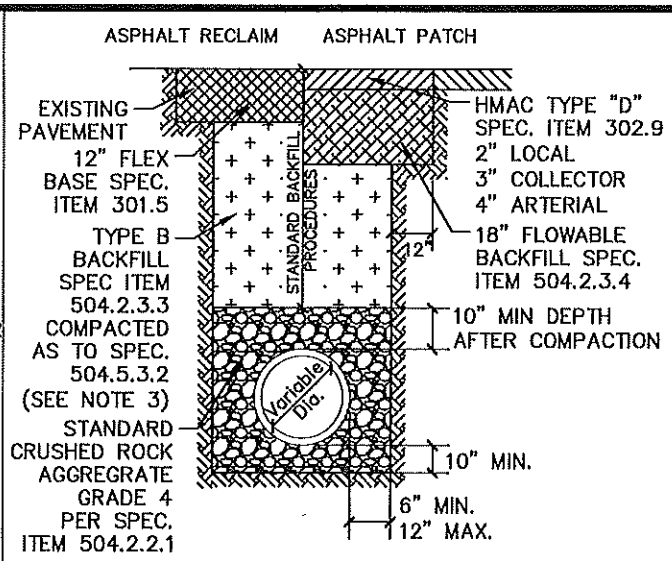
CASING DIAMETER	MIN. WALL THICKNESS
LESS THAN 12"	0.25"
14" – 18"	0.3125
20" – 24"	0.375"
26" – 32"	0.50"
34" – 42"	0.625"
GREATER THAN 42"	DESIGN BY ENGINEER

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. BORE PIT SHALL MEET OSHA AND STATE REQUIREMENTS.
3. WHERE A BORE IS TO BE PARTIALLY OR COMPLETELY ABANDONED, SAID BORE SHALL BE COMPLETELY FILLED WITH HYDRAULICALLY PLACED CEMENT GROUT.
4. THE EDGE OF BORE PIT SHALL BE A MINIMUM OF 4' BEHIND THE BACK OF CURB OR EDGE OF PAVEMENT.
5. STEEL CASING PIPE SHALL BE MINIMUM 35 KSI ASTM A139, GRADE B CARBON STEEL, AND SHALL HAVE A TAR-COAL EXPOXY COATING IN ACCORDANCE WITH AWWA C210.
6. CASING PIPE SHALL BE PLACED AT THE SAME SLOPE AS THE CARRIER PIPE TO ENSURE THAT THE CARRIER PIPE IS PLACED ALONG THE SPECIFIED GRADE. IF THE PROPER SLOPE CANNOT BE MAINTAINED, THE CASING SPACERS SHALL BE ADJUSTED SO THAT THE CARRIER PIPE IS PLACED AT THE SPECIFIED GRADE.

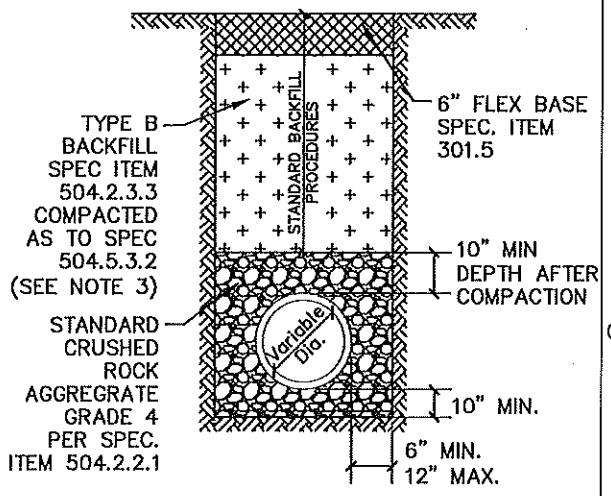


UNPAVED AREA

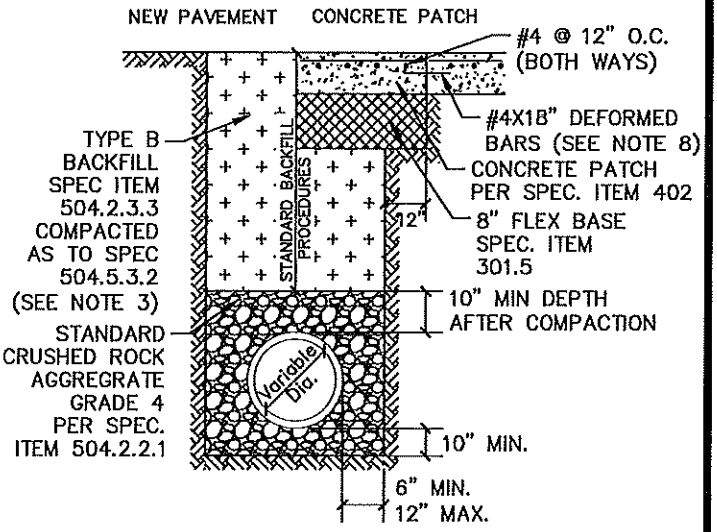


NOTE: FOR NEW STREETS, BACKFILL MAY BE EXTENDED TO THE TOP OF THE TRENCH

ASPHALT PAVEMENT



GRAVEL SURFACE

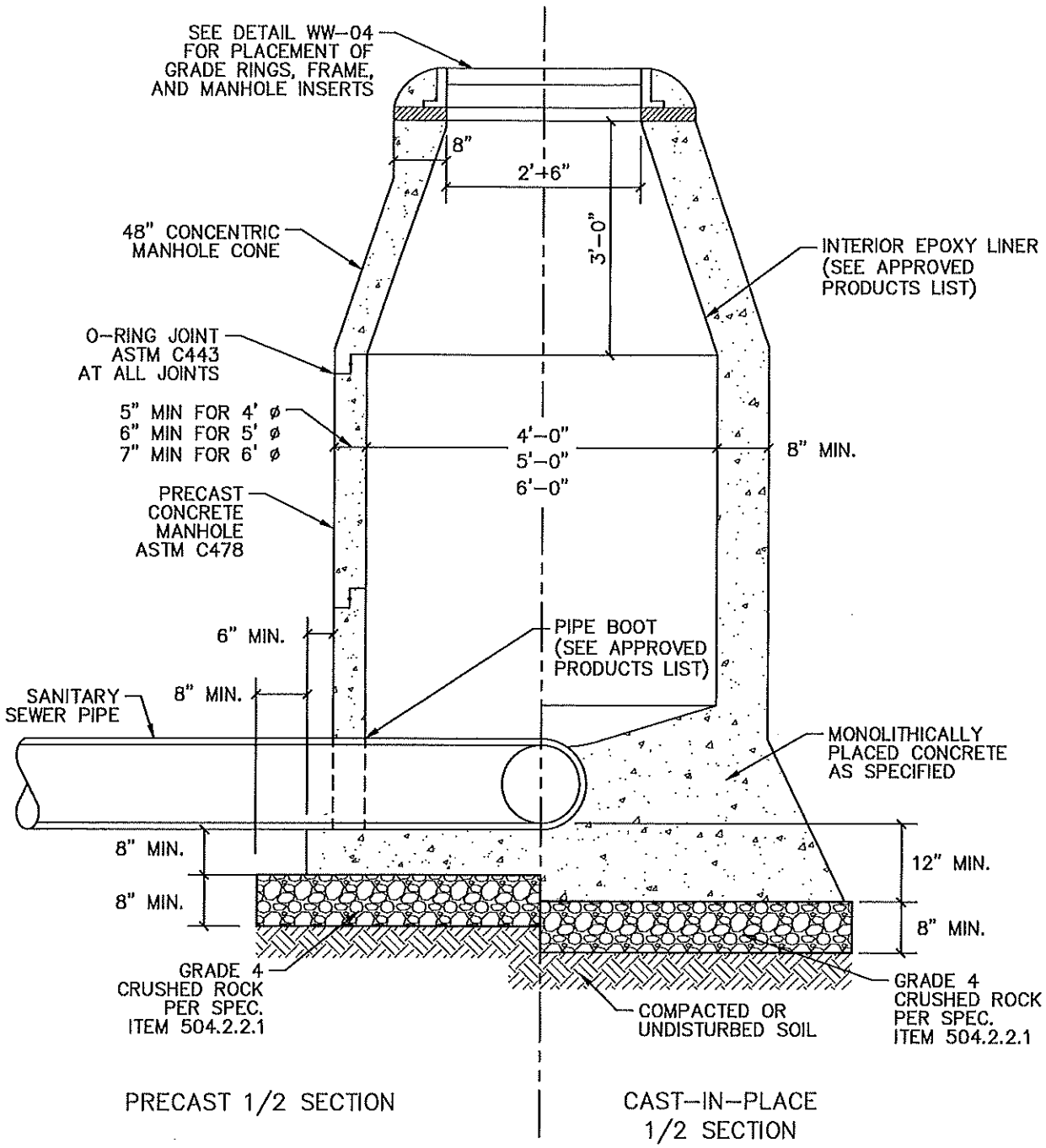


CONCRETE PAVEMENT

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. AT THE END OF EACH WORK DAY ALL SPOILS SHALL BE REMOVED FROM THE CITY R.O.W. UNLESS PRIOR WRITTEN PERMISSION IS OBTAINED FROM THE CITY TO STORE SPOILS IN DESIGNATED SPOIL STORAGE AREAS THAT DO NOT OBSTRUCT AUTOMOBILE OR PEDESTRIAN TRAFFIC.
3. ROCKS GREATER THAN 4" IN DIAMETER SHALL BE REMOVED FROM ANY NATIVE MATERIAL USED AS BACKFILL.
4. TOPSOIL SHALL BE 4" IN DEPTH AND SHALL BE LOOSE AND FREE OF ROCKS OR CLODS GREATER THAN 1/4" IN DIAMETER. ALL TOPSOIL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
5. ALL PAVEMENT SHALL BE REMOVED ALONG NEAT SAW CUT LINES PER SPEC. ITEM 402.3.
6. SEWER LINE WARNING TAPE OF MIN 4" WIDTH SHALL BE INSTALLED ABOVE THE EMBEDMENT MATERIAL.
7. A MAXIMUM OF 50 FT OF OPEN TRENCH WILL BE ALLOWED AT ANY TIME, UNLESS APPROVED BY THE CITY.
8. DEFORMED BARS DOWELED AND EPOXYED MIN. 6" INTO EXISTING PAVEMENT @ 12" O.C. (TYP).

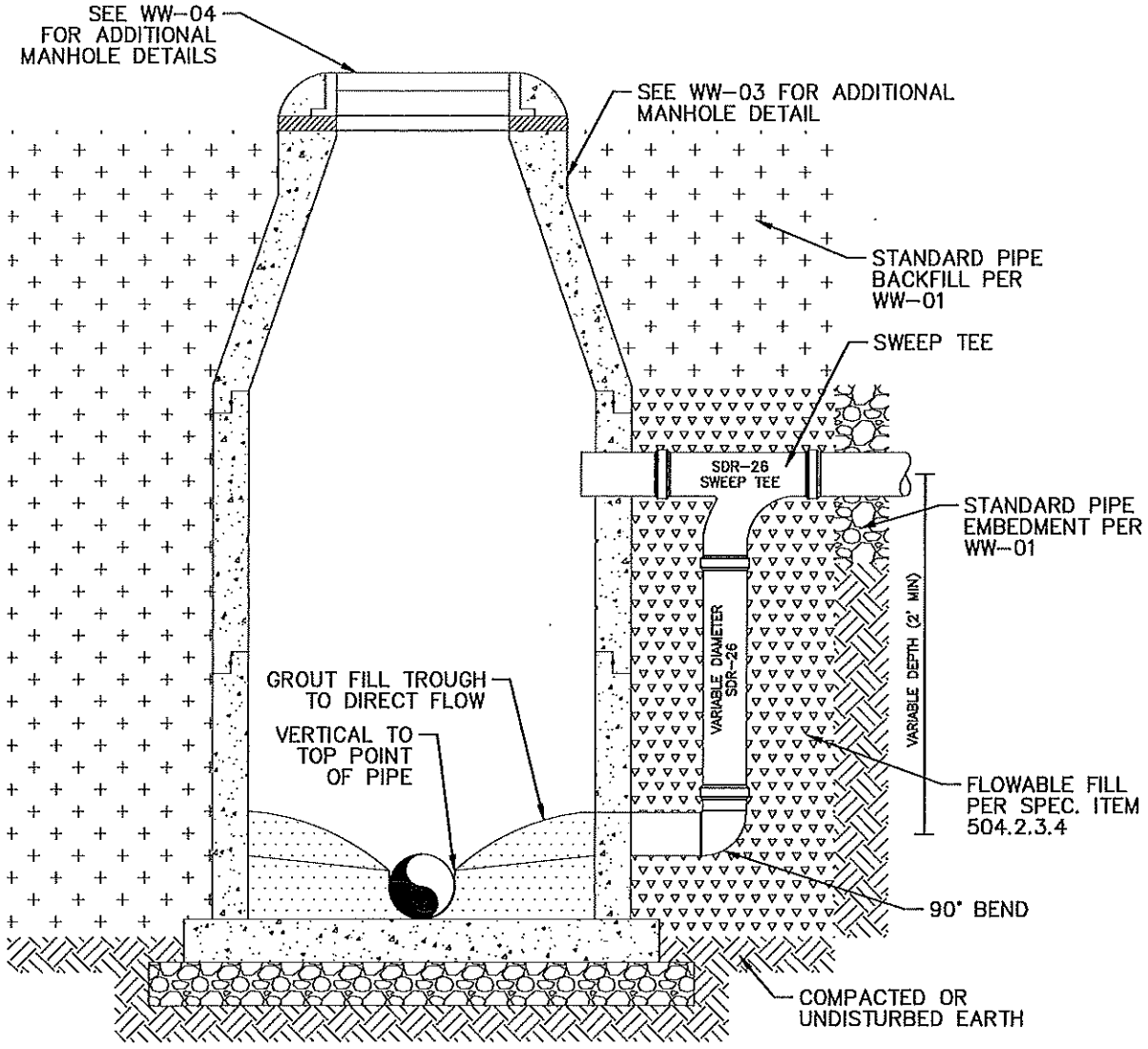
City of Saginaw **Construction Standards**	STANDARD SANITARY SEWER EMBEDMENT AND BACKFILL	REVISED AUG 2020 WW-01



NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MANHOLES SHALL BE CONCENTRIC UNLESS OTHERWISE APPROVED BY THE CITY.
3. 4'X4' PAVEMENT INSERTS OF 6" 3000 PSI CONCRETE SHALL BE PROVIDED FOR MANHOLE LIDS.
4. INVERTS SHALL BE EQUAL TO OR GREATER THAN THE PIPE DIAMETER.

City of Saginaw **Construction Standards**	PRECAST AND CAST-IN-PLACE SANITARY SEWER MANHOLE	REVISED AUG 2020 WW-02

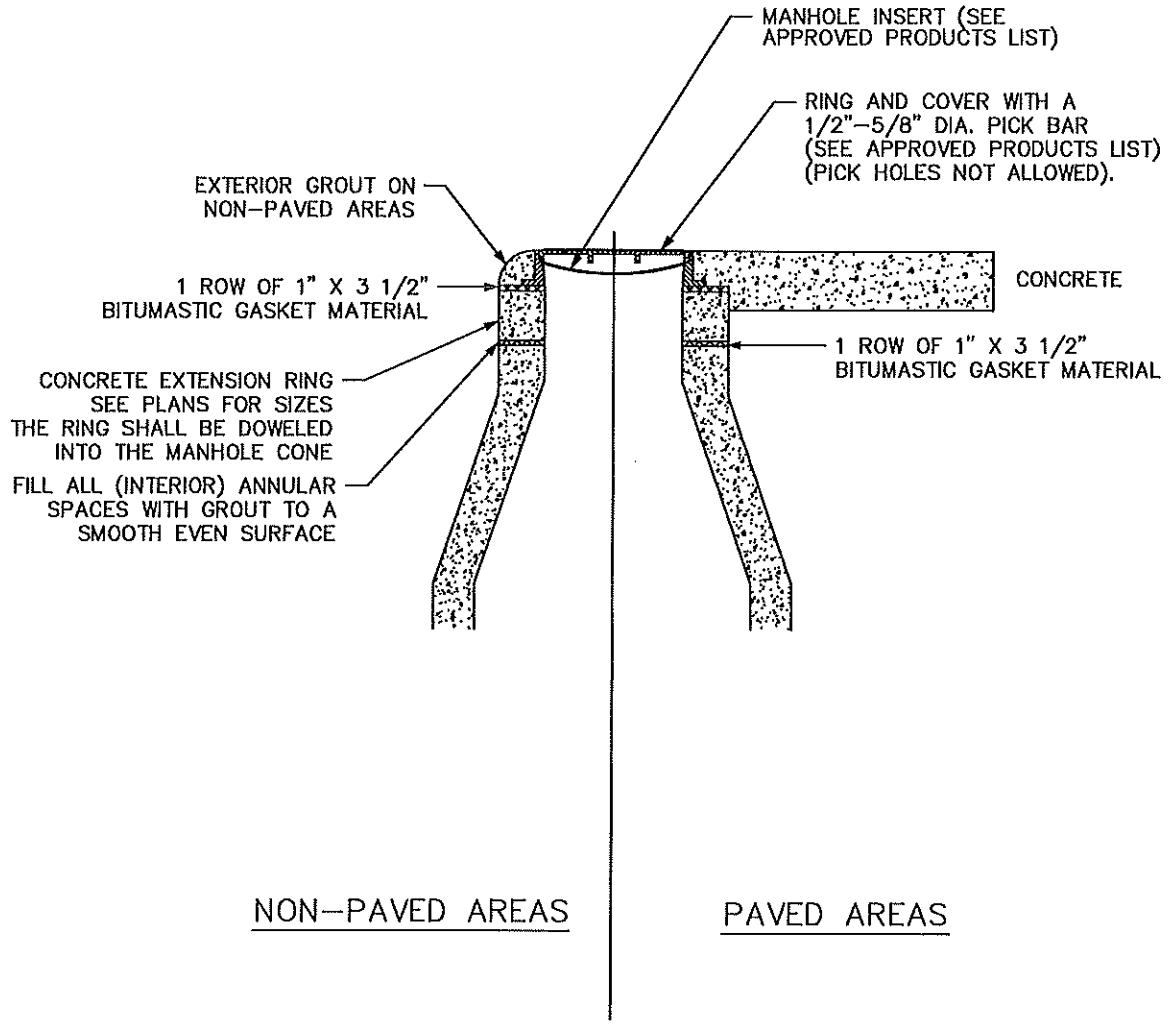


ELEVATION A

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. FLOWABLE FILL AROUND DROP PIPING SHALL BE A MINIMUM OF 24" IN ALL DIRECTIONS.
3. LOCATE FLOWLINE OF DROP LINE AT TOP OF EXISTING WASTEWATER LINE UNLESS NOTED OTHERWISE ON PLANS.

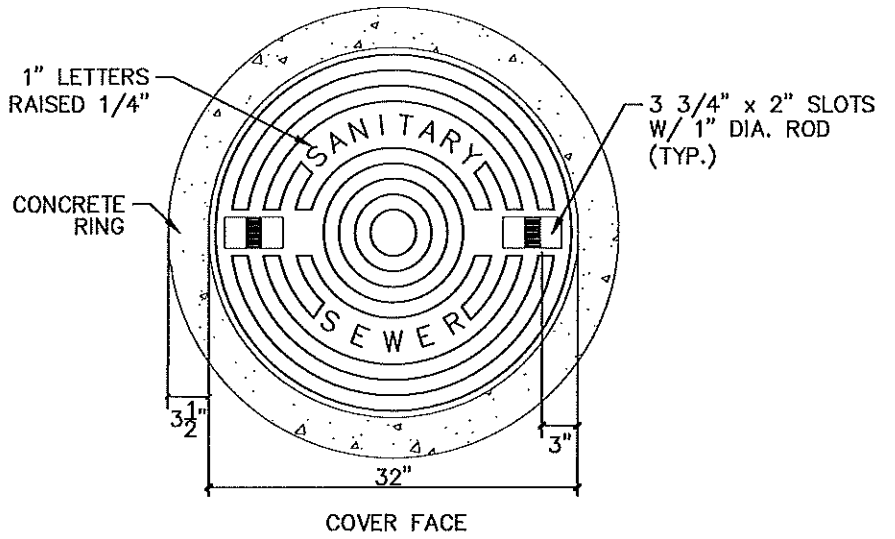
City of Saginaw Construction Standards	SANITARY SEWER MANHOLE DROP CONNECTIONS	REVISED AUG 2020
		WW-03



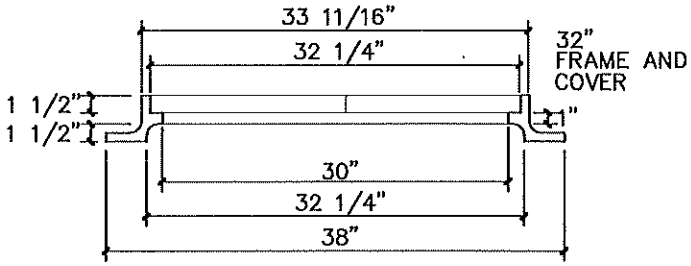
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. NO GAPS WILL BE ALLOWED IN BITUMASTIC GASKET.
3. MANHOLE OPENING SHALL BE A MINIMUM OF 30".
4. THERE SHALL BE A SMOOTH TRANSITION BETWEEN THE FRAME AND CONE OR GRADE RING, OR THE GRADE RING AND THE CONE.
5. MANHOLE INSERTS SHALL BE MADE OF HIGH–DENSITY POLYETHYLENE THAT MEETS ASTM D–1248, CLASS A, CATEGORY 5, TYPE 111 STANDARDS AND IS A UNIFORM THICKNESS OF 1/8" OR GREATER. AN ENVELOPE–STYLE GASKET, RIBBED ON ONE SIDE TO ENSURE A POSITIVE SEAL AND DESIGNATED NOT TO SEPARATE FROM THE INSERT DURING INSTALLATION AND REMOVAL, SHALL BE FURNISHED. INSERTS SHOULD PROVIDE A GAS RELEASE HOLE (1.8") HAVING A WATER LEAKAGE RATE NOT TO EXCEED 1.2 GPH TWO 1" WIDE NYLON LIFT STRAPS ATTACHED TO THE INSERT WITH TWO HIGH GRADE STAINLESS STEEL RIVETS WITH WASHERS ARE REQUIRED.

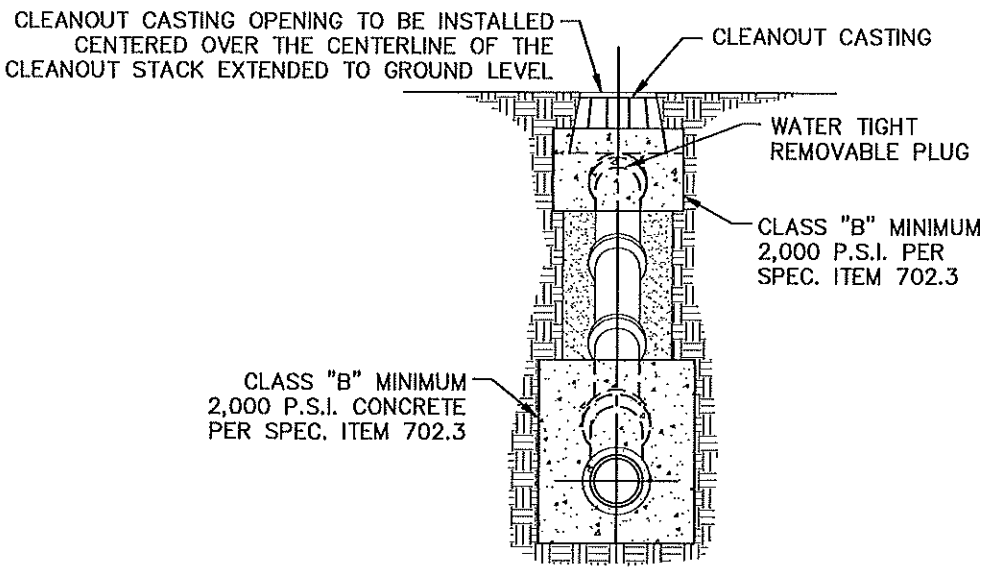
City of Saginaw Construction Standards	EXTENSION RING INSTALLATION FRAME AND COVER PLACEMENT	REVISED AUG 2020
		WW-04



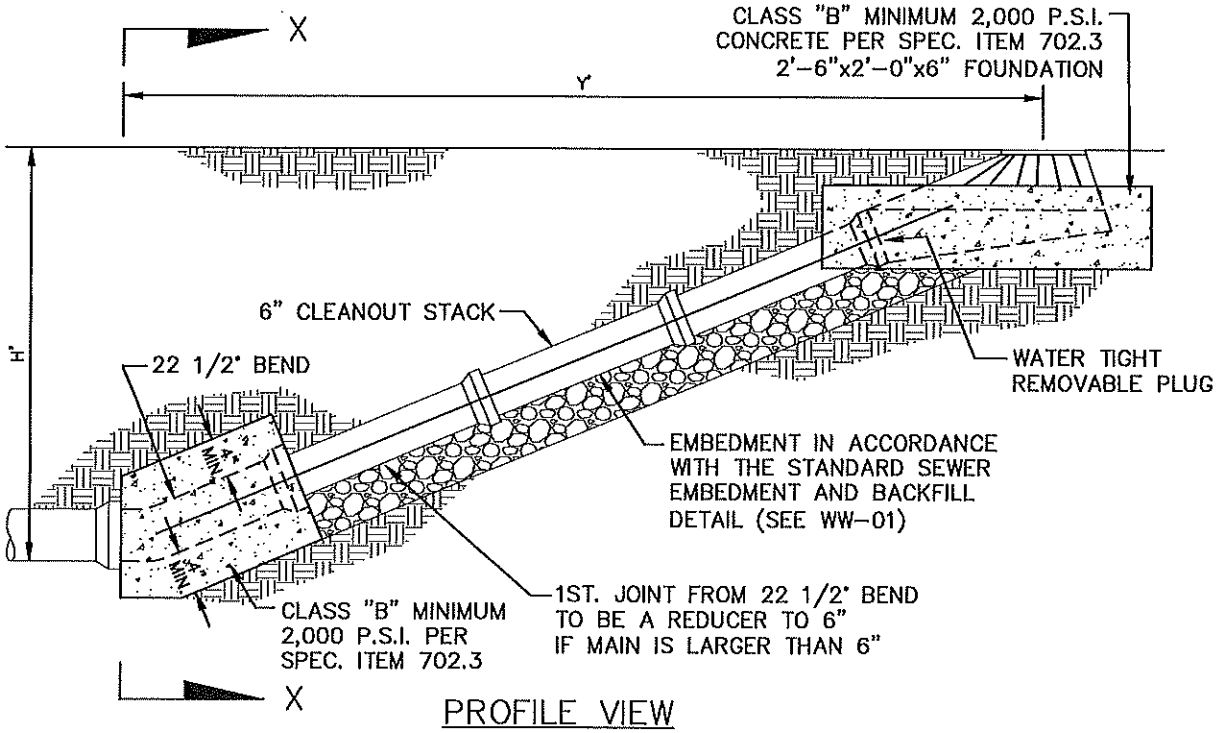
COVER FACE



City of Saginaw **Construction Standards**	MANHOLE RING AND COVER	REVISED AUG 2020 WW-05



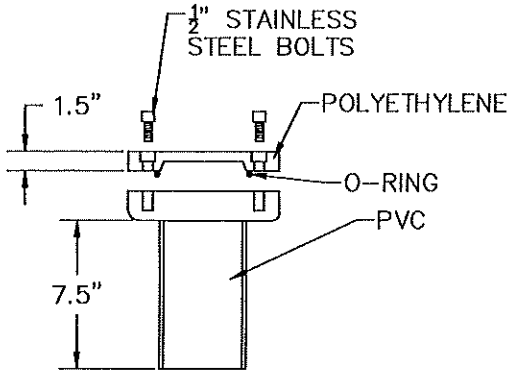
SECTION "X–X"



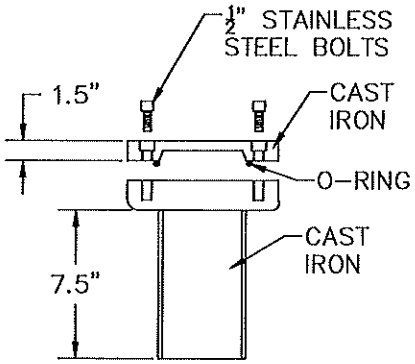
PROFILE VIEW

H'	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	H'
Y'	10	12	14	17	19	22	24	27	29	31	34	36	39	41	43	46	48	Y'

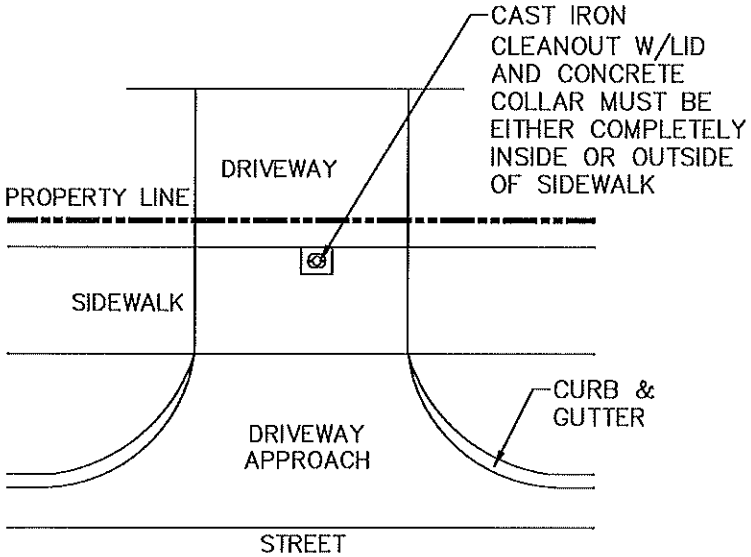
NOTES:
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. IF CLEAN OUT IS PLACE IN ADVANCE OF PLACEMENT PLACE SAND AROUND CLEANOUT CASTING IN LIEU OF CLASS "B" CONCRETE PER ITEM 702.3.



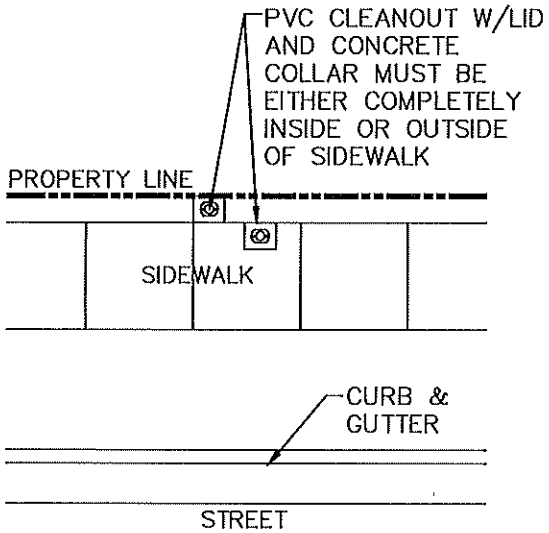
PVC CLEANOUT W/S.S. BOLTS AND POLYETHYLENE LID FOR UN-PAVED AREAS



CAST IRON CLEANOUT W/S.S. BOLTS AND C.I. LID FOR PAVED AREAS

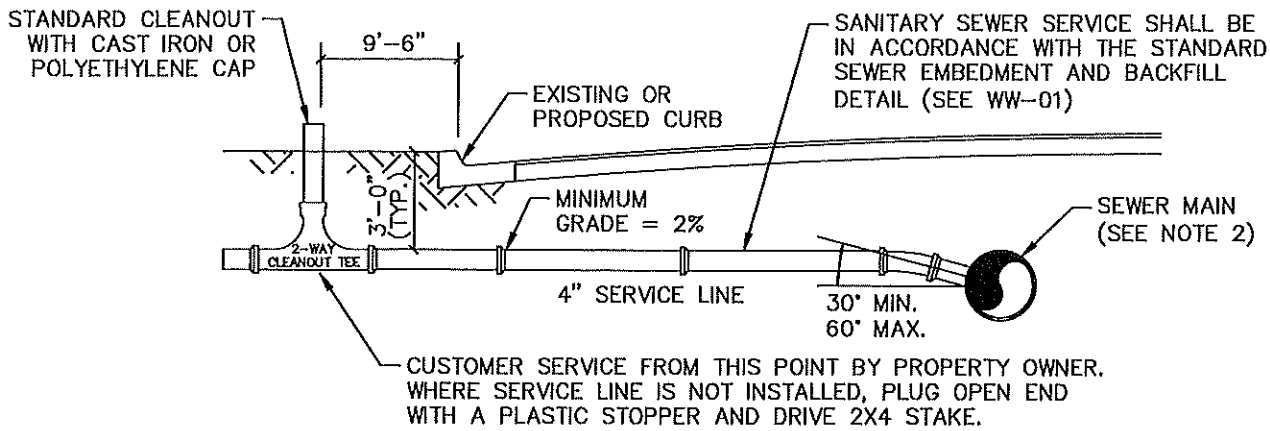


CAST IRON CLEANOUT BOOT W/CAST IRON LID FOR PAVED AREAS

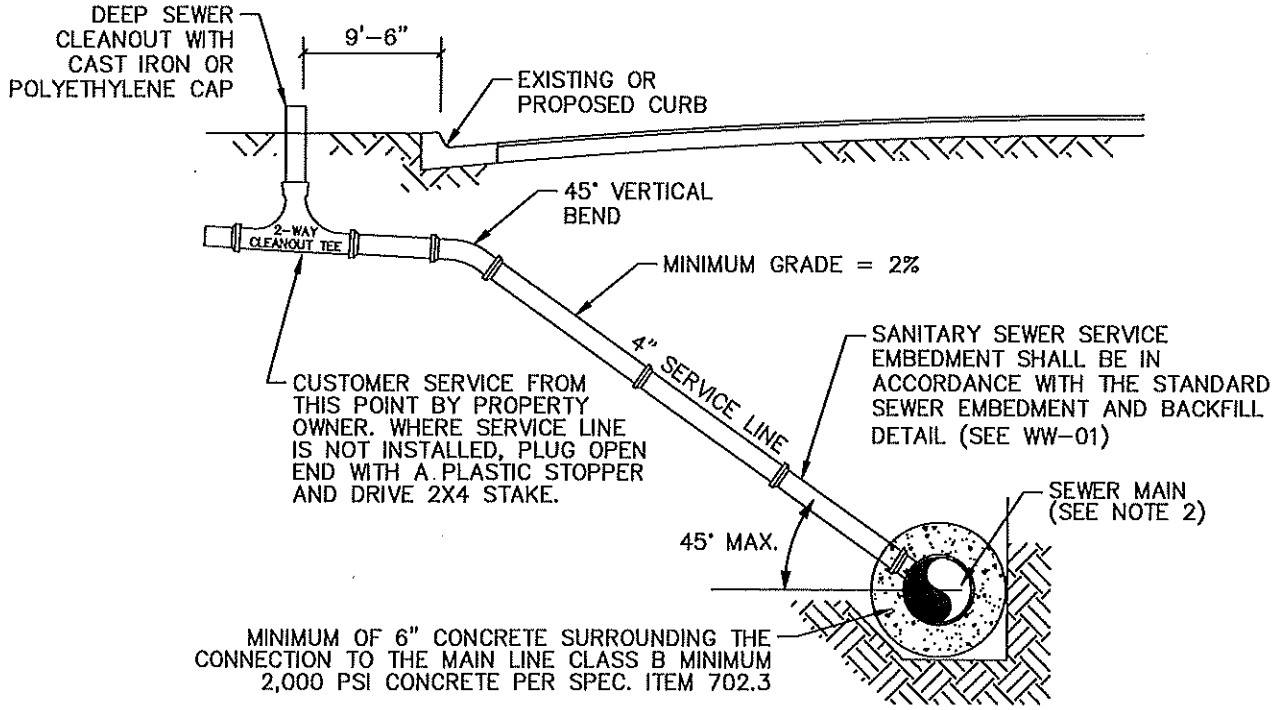


PVC CLEANOUT BOOT W/POLYETHYLENE LID FOR NON-PAVED AREAS

City of Saginaw Construction Standards	CLEANOUT CAP	REVISED AUG 2020
		WW-07



STANDARD SEWER SERVICE DETAIL

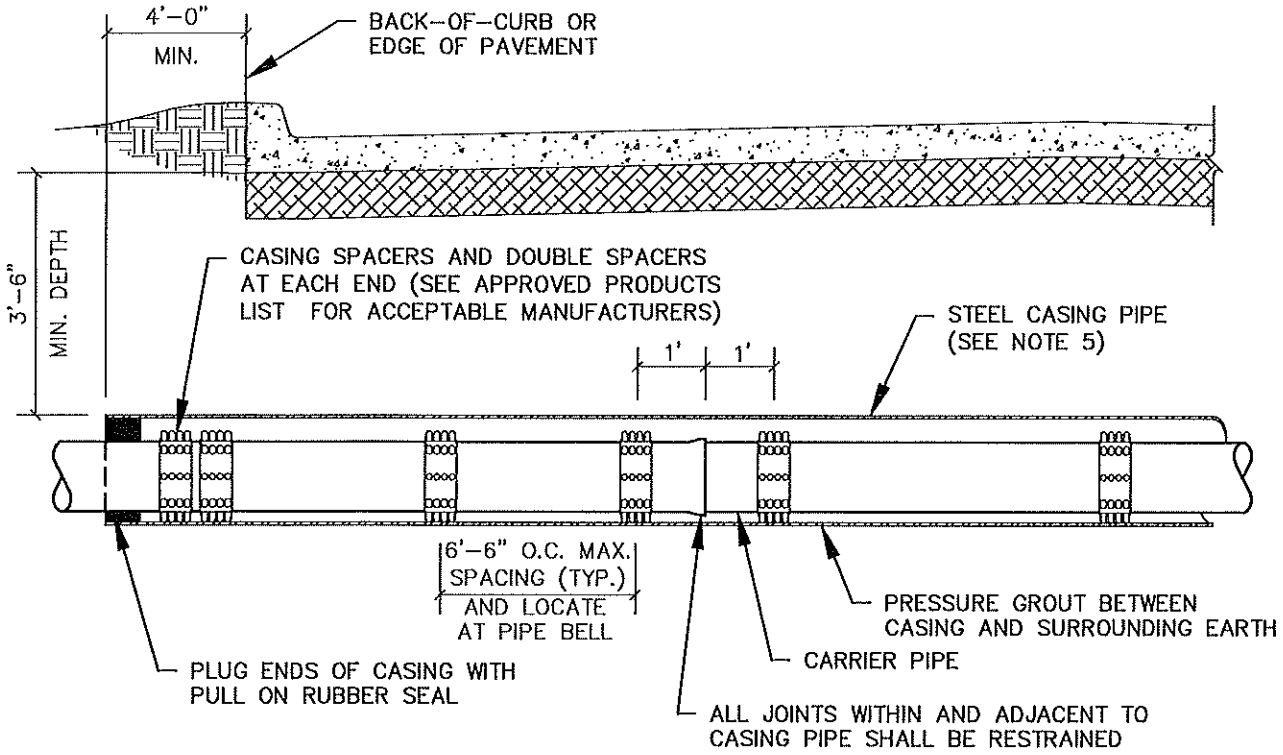


DEEP SEWER SERVICE DETAIL

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. EITHER A WYE FITTING OR A TEE WYE FITTING MAY BE USED FOR CONNECTION TO SEWER MAIN. NO TEES OR WYE SADDLES WILL BE ALLOWED. ALL CONNECTIONS TO BE MADE AT THE TWO O'CLOCK OR TEN O'CLOCK POSITION.
3. CONNECTIONS TO SEWER MAINS FROM 0' TO 7' DEEP SHALL CONFORM TO THE STANDARD SEWER CONNECTION DETAIL. CONNECTIONS TO SEWER MAINS DEEPER THAN 7' SHALL CONFORM TO THE DEEP SEWER CONNECTION DETAILS.
4. MARK SEWER SERVICE LINE LOCATION WITH RED VINYL TAPE AT LEAST 3" WIDE AND 10 MIL THICK. ATTACH TAPE TO THE END OF THE SERVICE AND EXTEND THROUGH THE BACKFILL AT THE POINT OF THE HOUSE SERVICE CONNECTION BEHIND THE CURB.

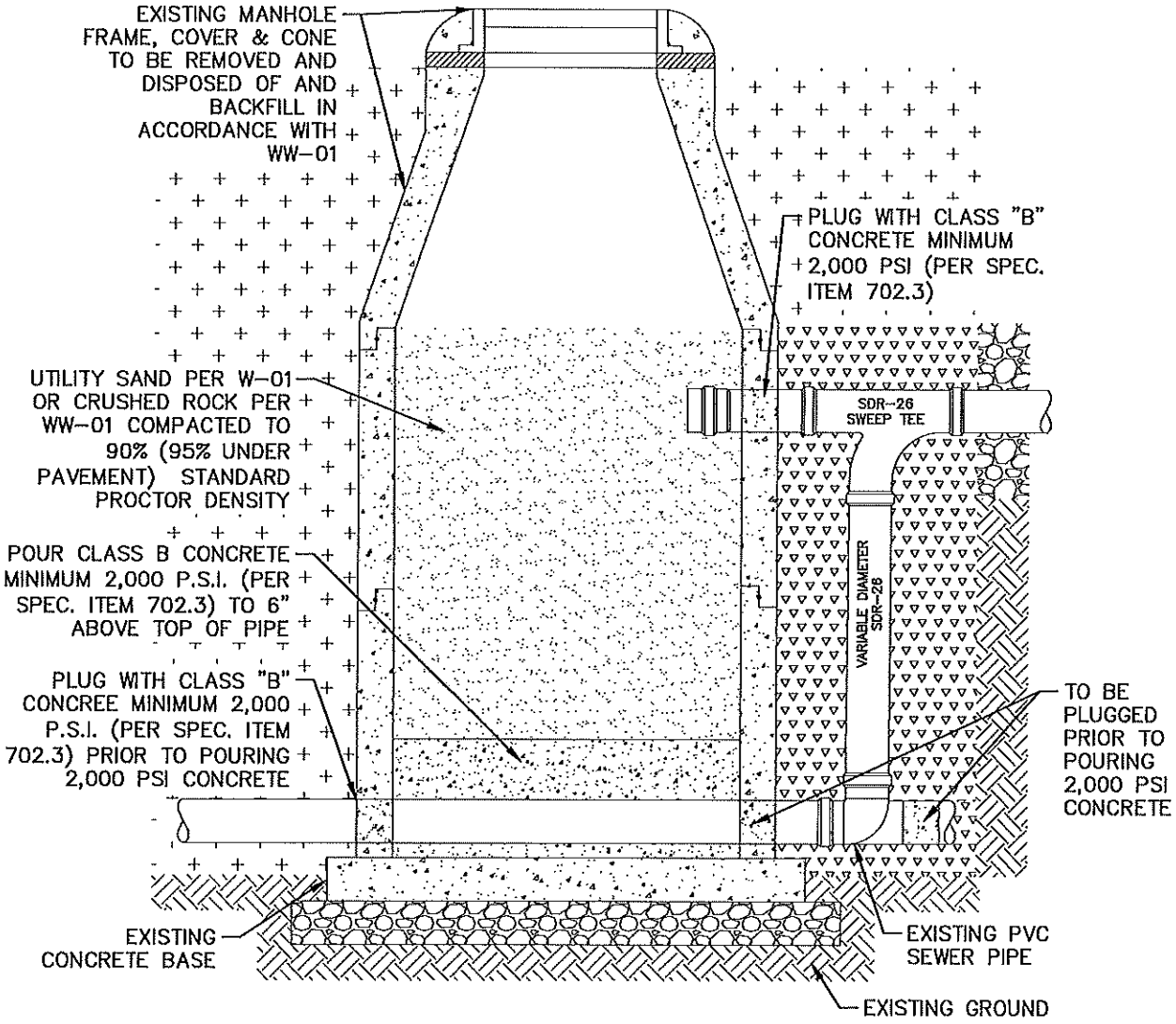
City of Saginaw Construction Standards	SANITARY SEWER SERVICE	REVISED AUG 2020
		WW-08



CASING DIAMETER	MIN. WALL THICKNESS
LESS THAN 12"	0.25"
14" – 18"	0.3125
20" – 24"	0.375"
26" – 32"	0.50"
34" – 42"	0.625"
GREATER THAN 42"	DESIGN BY ENGINEER

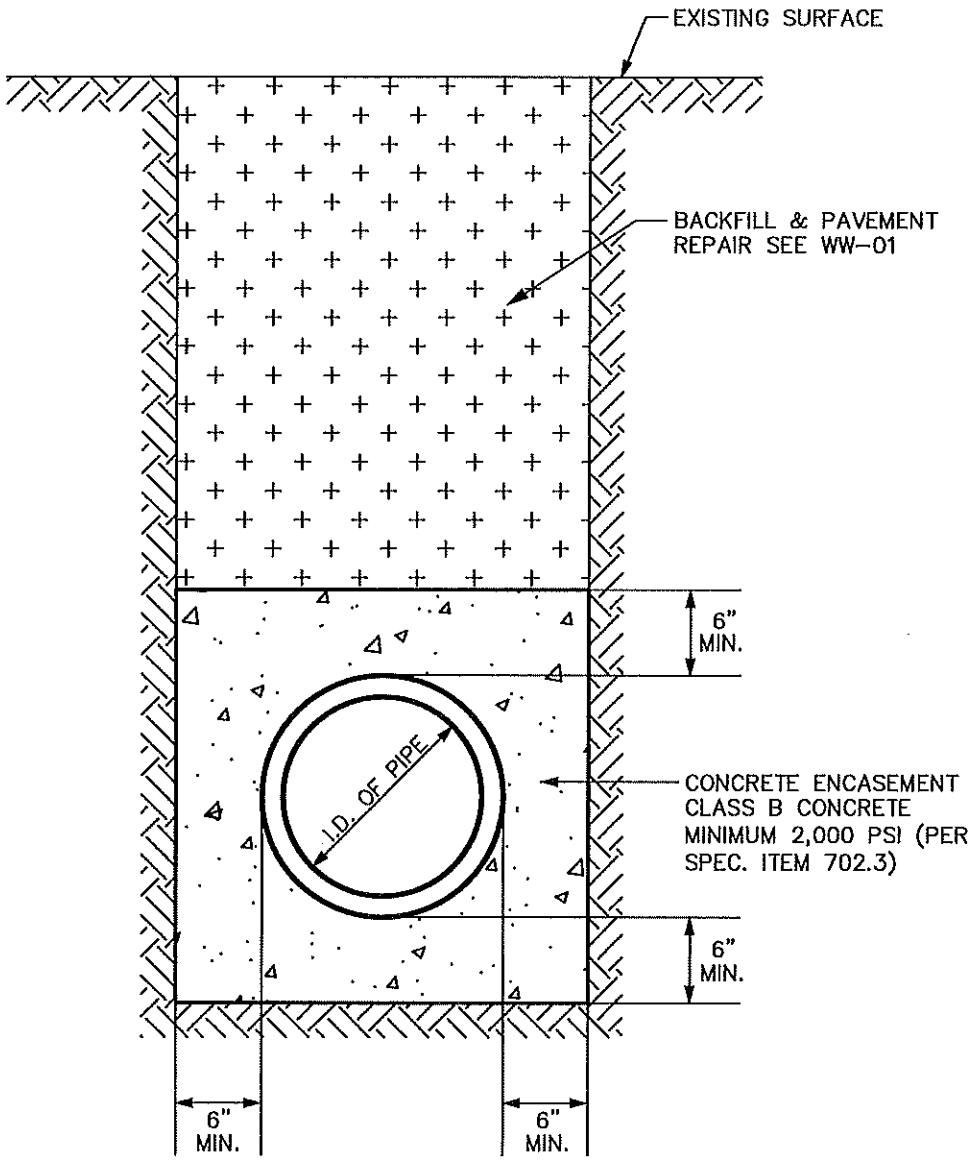
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. BORE PIT SHALL MEET OSHA AND STATE REQUIREMENTS.
3. WHERE A BORE IS TO BE PARTIALLY OR COMPLETELY ABANDONED, SAID BORE SHALL BE COMPLETELY FILLED WITH HYDRAULICALLY PLACED CEMENT GROUT.
4. THE EDGE OF BORE PIT SHALL BE A MINIMUM OF 4' BEHIND THE BACK OF CURB OR EDGE OF PAVEMENT.
5. STEEL CASING PIPE SHALL BE MINIMUM 35 KSI ASTM A139, GRADE B CARBON STEEL, AND SHALL HAVE A COAL-TAR EXPOXY COATING IN ACCORDANCE WITH AWWA C210.
6. CASING PIPE SHALL BE PLACED AT THE SAME SLOPE AS THE CARRIER PIPE, TO ENSURE THAT THE CARRIER PIPE IS PLACED ALONG THE SPECIFIED GRADE. IF THE PROPER SLOPE CANNOT BE MAINTAINED, THE CASING SPACERS SHALL BE ADJUSTED SO THAT THE CARRIER PIPE IS PLACED AT THE SPECIFIED GRADE.



NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION.



NOTES:

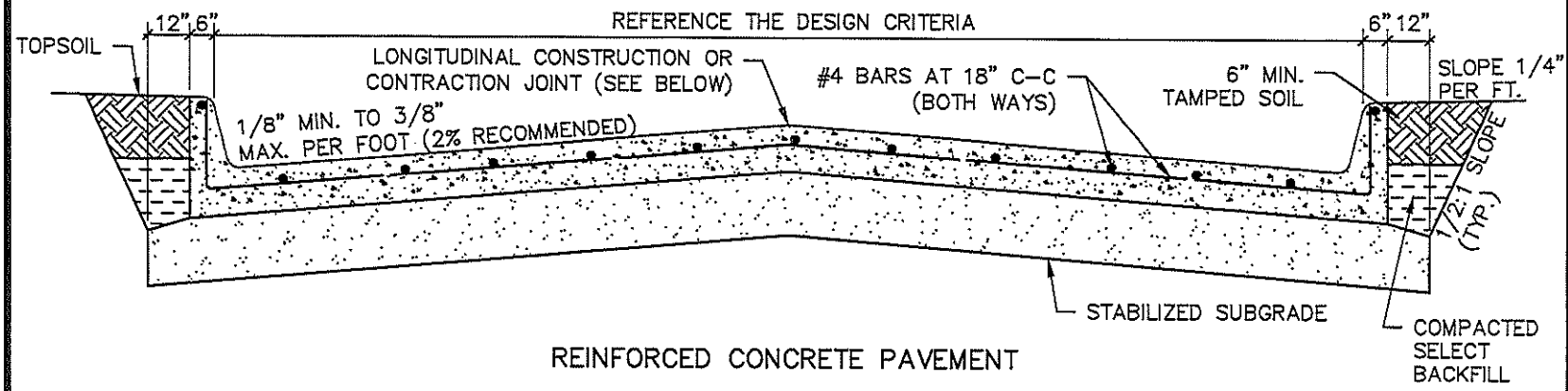
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION.

City of Saginaw
Construction Standards

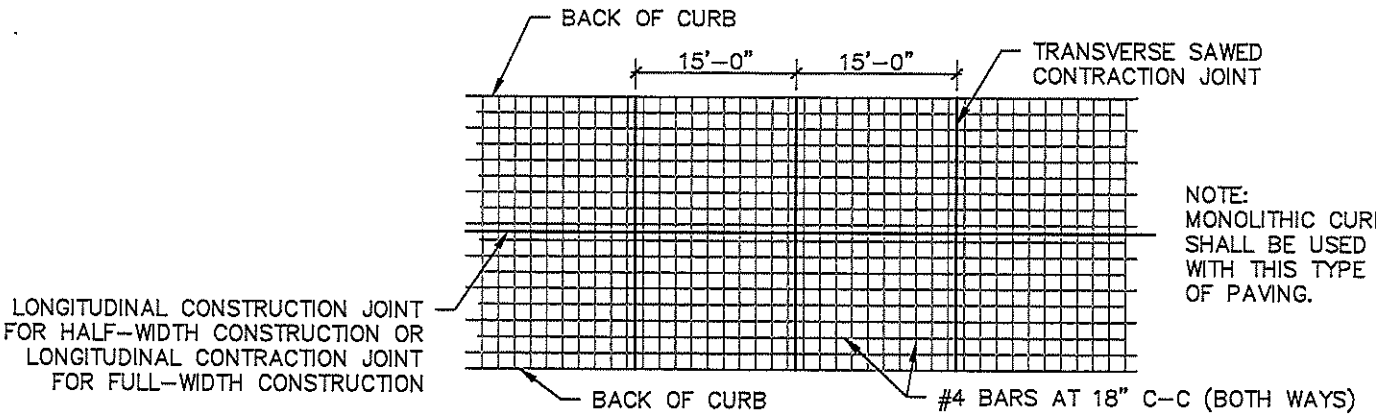
CONCRETE PAVING

RD-01

REVISED AUG 2020



REINFORCED CONCRETE PAVEMENT



STEEL LAYOUT PLAN

NOTES:

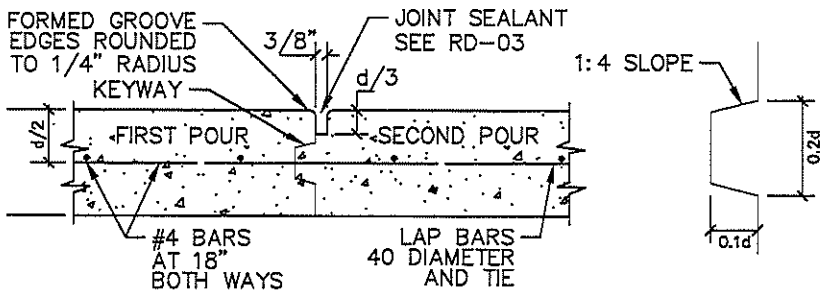
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFCATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MINIMUM PAVEMENT DEPTH SHALL BE 8".
3. ALL CONCRETE PAVEMENT SHALL BE CLASS "A" (PER ITEM 702.3) OR AS SPECIFIED BY THE OWNER.
4. A GEOTECHNICAL REPORT SEALED BY A LICENSED PROFESSIONAL ENGINEER IS REQUIRED TO PROVIDE RECOMMENDATIONS FOR LIME OR CEMENT CONTENT AND SUBGRADE THICKNESS.
5. MONOLITIC CURB SHALL BE USED WITH THIS TYPE OF PAVING.

City of Saginaw
Construction Standards

CONCRETE PAVING JOINT DETAILS

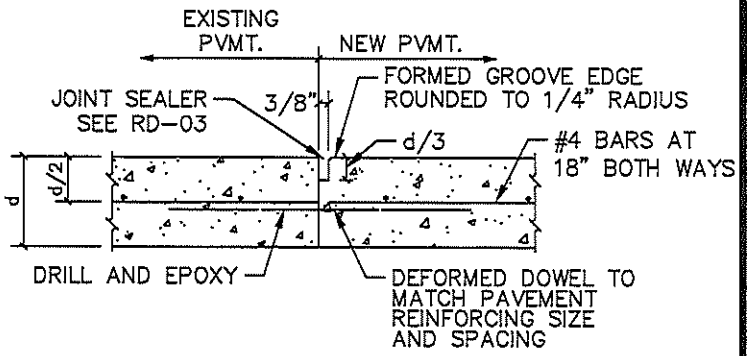
RD-02

REVISED AUG 2020

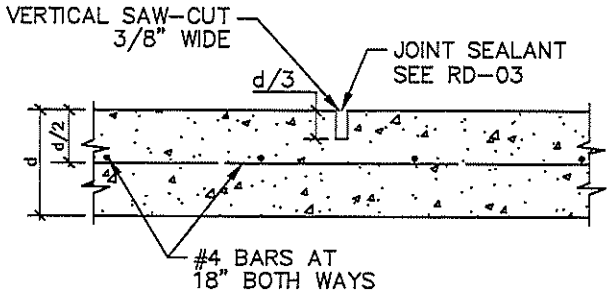


TRANSVERSE OR LONGITUDINAL CONSTRUCTION JOINT

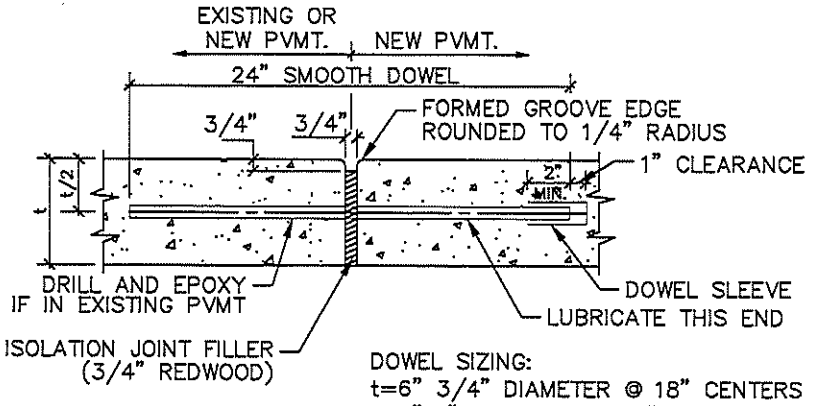
KEYWAY DIMENSIONS



SAWED CONSTRUCTION JOINT



TRANSVERSE OR LONGITUDINAL SAWED CONSTRUCTION JOINT

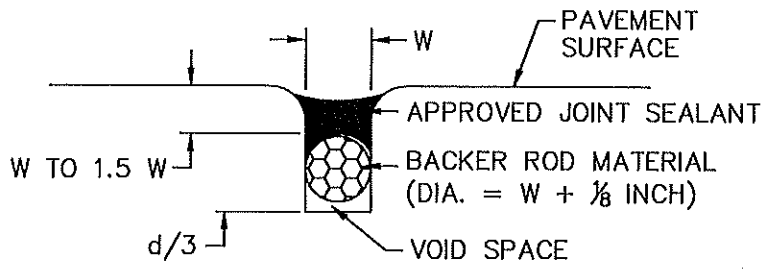


DOWEL SIZING:
t=6" 3/4" DIAMETER @ 18" CENTERS
t=7" 1" DIAMETER @ 18" CENTERS
t=8" 1-1/4" DIAMETER @ 18" CENTERS

EXPANSION JOINT

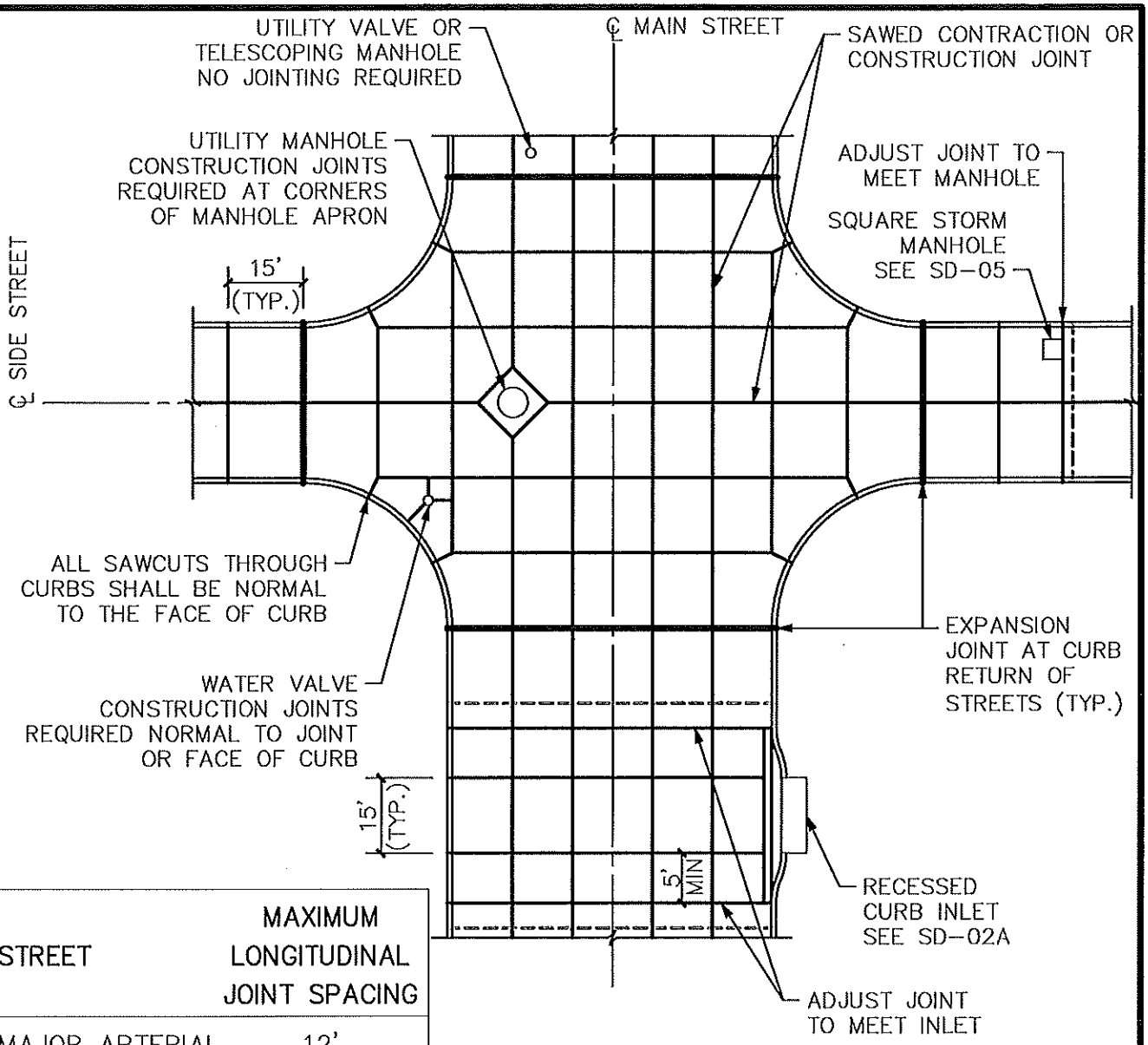
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. ALL ISOLATION JOINTS SHALL EXTEND THROUGH THE CURB SECTION.
3. THE SAW-CUT OF ALL TRANSVERSE CONTRACTION JOINTS SHALL EXTEND THROUGH THE CURB SECTION.
4. AT ALL TRANSVERSE CONSTRUCTION JOINTS THE CURB SECTION SHALL BE SAW-CUT.
5. DOWEL SUPPORT SHALL BE PROVIDED TO ENSURE SPECIFIED DEPTH AND ORIENTATION.



NOTES:
1. d = THICKNESS OF PAVEMENT
2. METHODS AND MATERIALS FOR JOINT CLEANING AND SEALING TO FOLLOW TXDOT ITEM SPECIFICATION 713.
3. TXDOT CLASS 8 JOINT SEALANT TO BE USED PER TXDOT DMS–6310.

SILICONE JOINT SEALANT (COLD POUR)



STREET	MAXIMUM LONGITUDINAL JOINT SPACING
MAJOR ARTERIAL	12'
DIVIDED/COLLECTOR	13'
LOCAL	15'

NOTES:

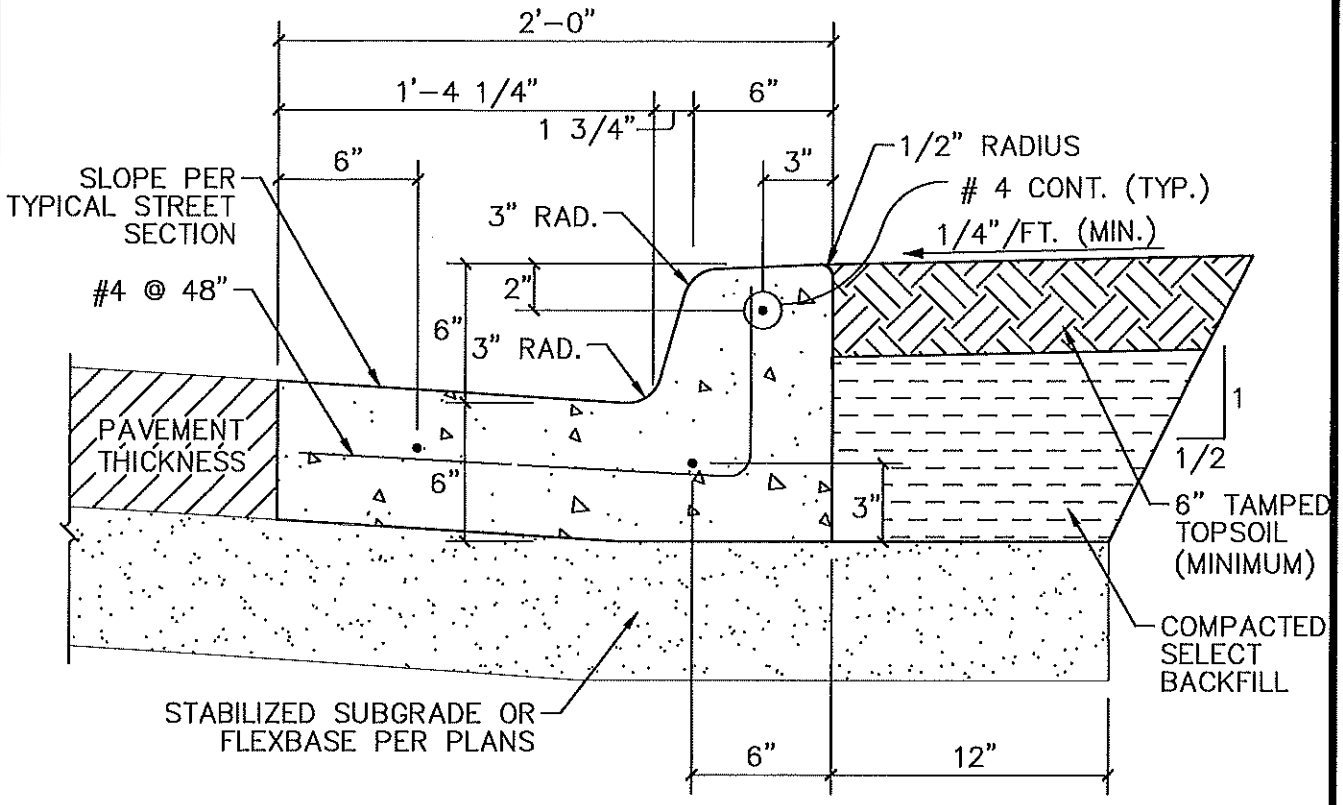
1. ALL SPEC. ITEM NUMBER REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. REFER TO NCTCOG ITEM 702.3 FOR CONCRETE PAVEMENT.
3. MAXIMUM TRANSVERSE JOINT SPACING IS 15'.
4. LONGITUDINAL JOINT SPACING SHALL MATCH LANE LINES UNLESS NOTED OTHERWISE.
5. ALL PAVEMENT JOINTS SHALL BE SEALED IN ACCORDANCE WITH RD-03.
6. MINIMUM 5' JOINT SPACING.

City of Saginaw
Construction Standards

PAVEMENT INTERSECTION JOINT SPACING

REVISED AUG 2020

RD-04



NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. ROCKS GREATER THAN 4" IN DIAMETER SHALL BE REMOVED FROM ANY NATIVE MATERIAL USED AS BACKFILL.

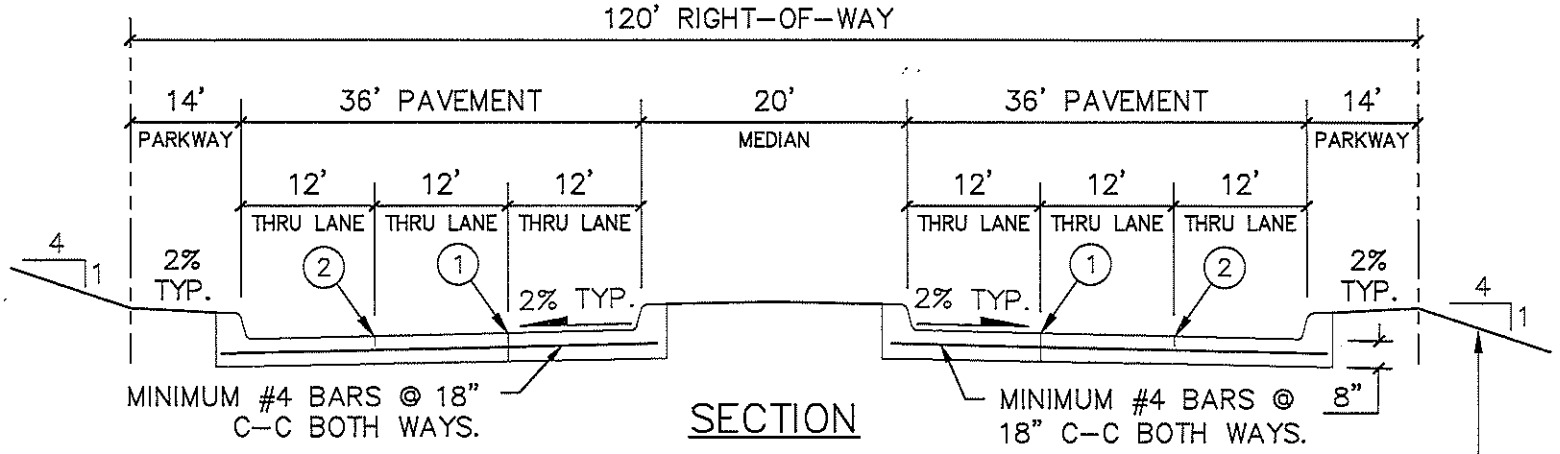
City of Saginaw **Construction Standards**	STANDARD 6-INCH CURB AND 18-INCH GUTTER	REVISED AUG 2020 RD-05

City of Saginaw
Construction Standards

REINFORCED CONCRETE PAVEMENT
SIX LANE DIVIDED THOROUGHFARE

RD-06

REVISED
AUG 2020

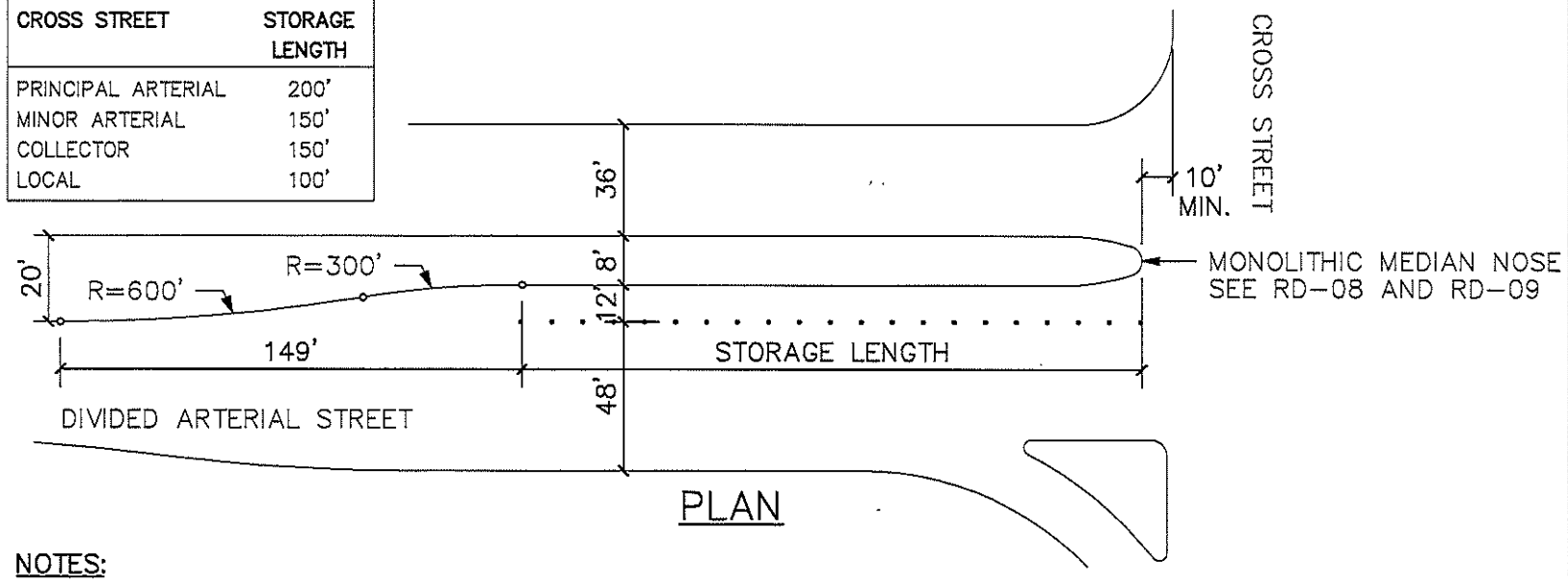


SECTION

① LONGITUDINAL CONSTRUCTION JOINT
② LONGITUDINAL SAWED CONTRACTION JOINT

FILL SECTION ONLY. ALTERNATE REVERSE SLOPE ACCEPTABLE NOT TO EXCEED 4:1

CROSS STREET	MINIMUM STORAGE LENGTH
PRINCIPAL ARTERIAL	200'
MINOR ARTERIAL	150'
COLLECTOR	150'
LOCAL	100'



PLAN

NOTES:

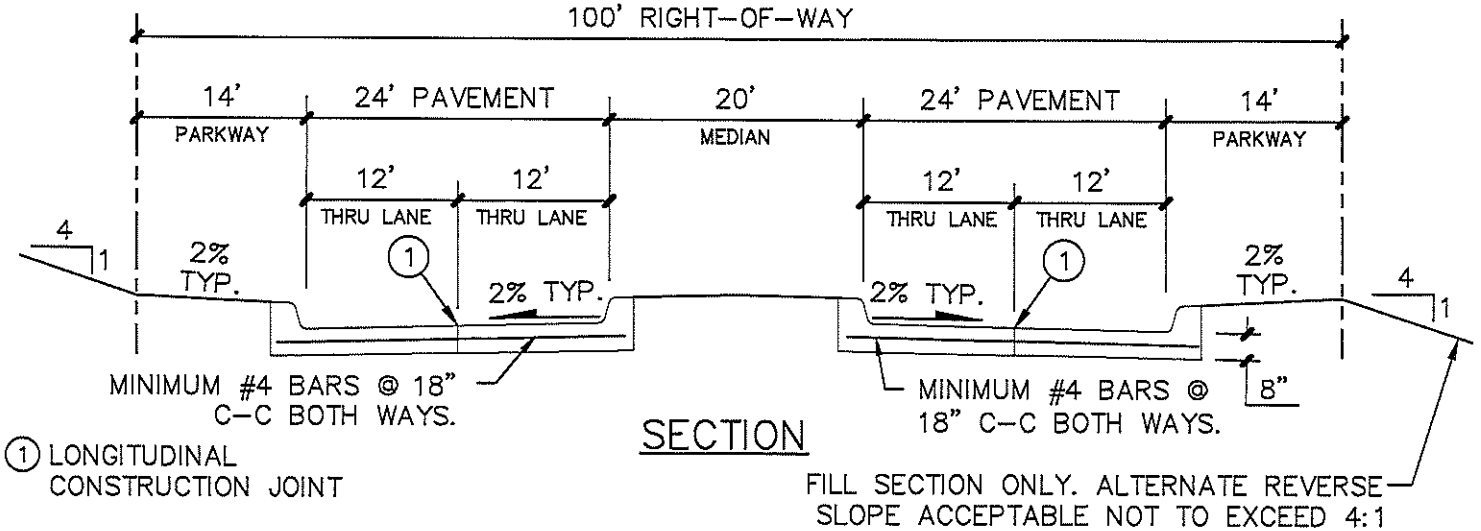
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MIN. PAVEMENT DEPTH SHALL BE 8". CONCRETE SHALL BE CLASS "A" (SPEC. ITEM 702.3) OR AS SPECIFIED BY OWNER.
3. MIN. CURB HEIGHT AND WIDTH SHALL BE 6" OR AS SPECIFIED BY OWNER.

City of Saginaw
Construction Standards

REINFORCED CONCRETE PAVEMENT
FOUR LANE DIVIDED
THOROUGHFARE

RD-07

REVISED
AUG 2020

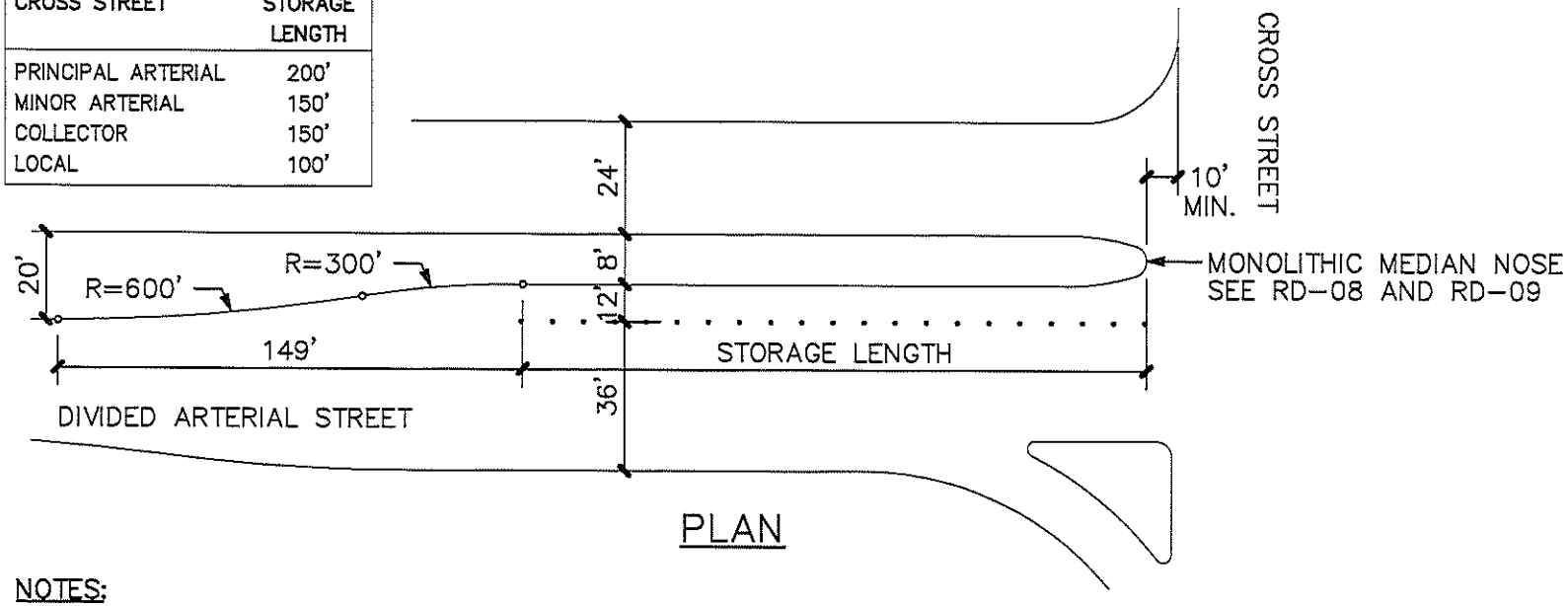


SECTION

① LONGITUDINAL CONSTRUCTION JOINT

FILL SECTION ONLY. ALTERNATE REVERSE SLOPE ACCEPTABLE NOT TO EXCEED 4:1

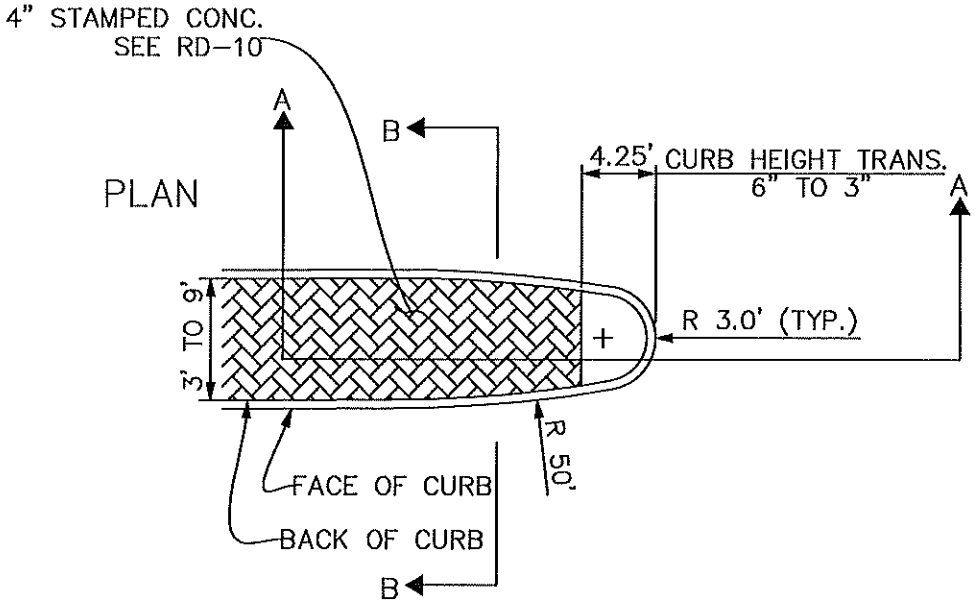
CROSS STREET	MINIMUM STORAGE LENGTH
PRINCIPAL ARTERIAL	200'
MINOR ARTERIAL	150'
COLLECTOR	150'
LOCAL	100'

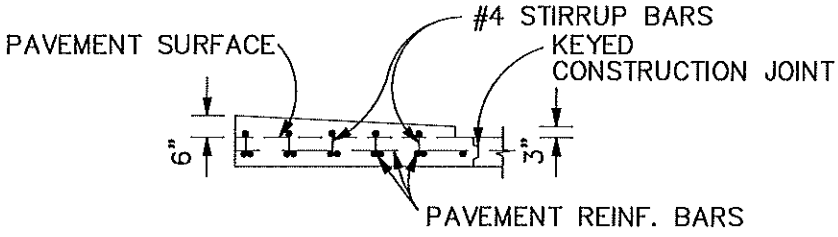


PLAN

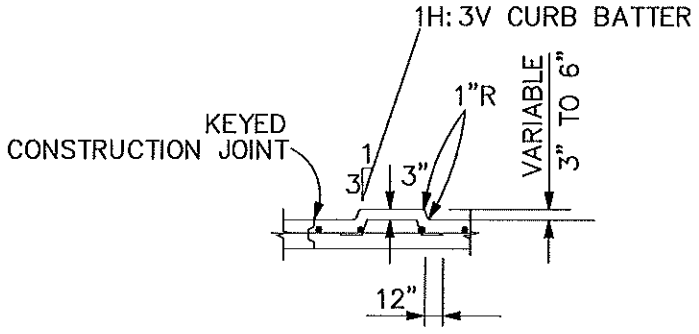
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MIN. PAVEMENT DEPTH SHALL BE 8". CONCRETE SHALL BE CLASS "A" (PER SPEC. ITEM 702.3) OR AS SPECIFIED BY OWNER.
3. MIN. CURB HEIGHT AND WIDTH SHALL BE 6" OR AS SPECIFIED BY OWNER.





SECTION A–A



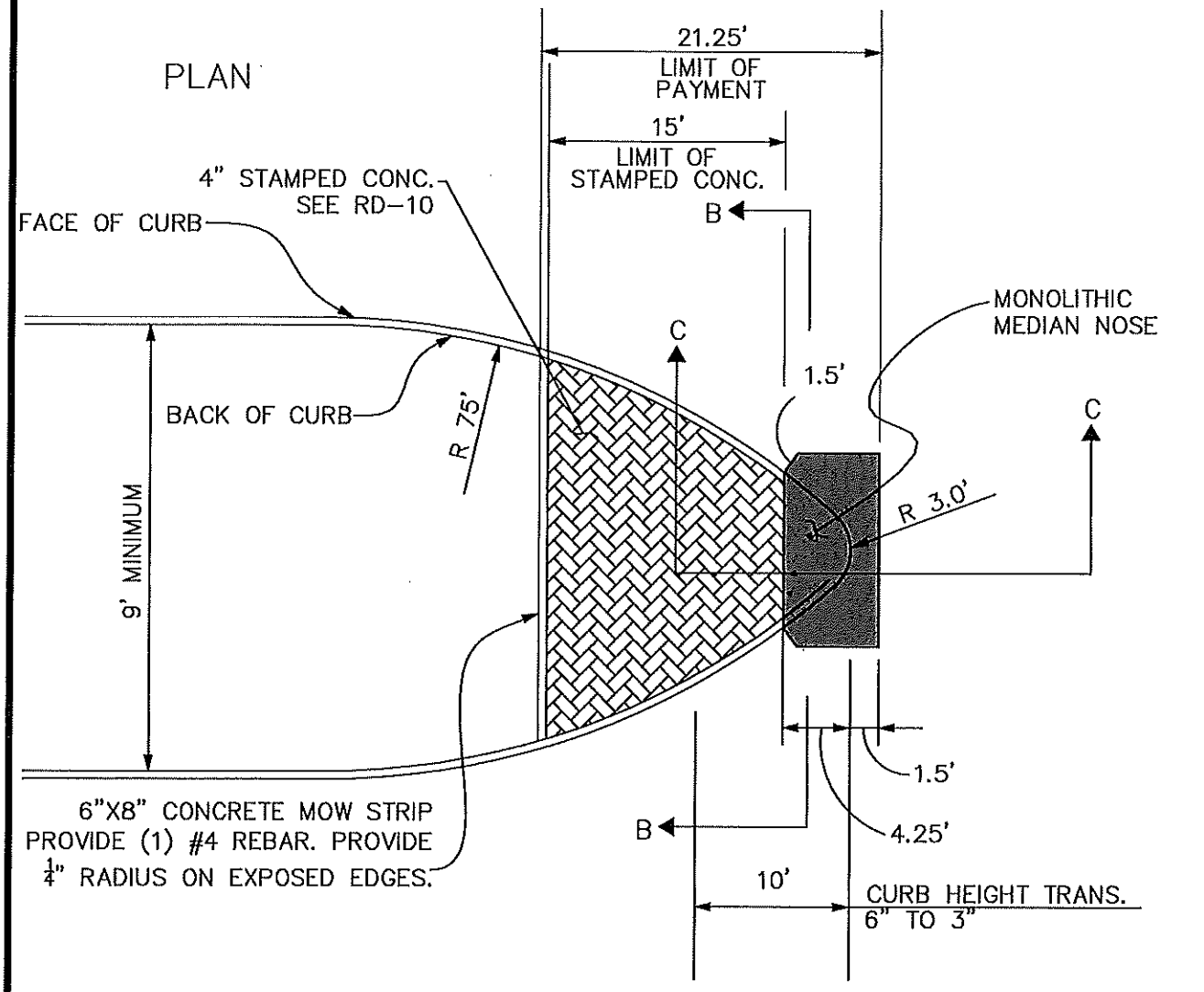
SECTION B–B

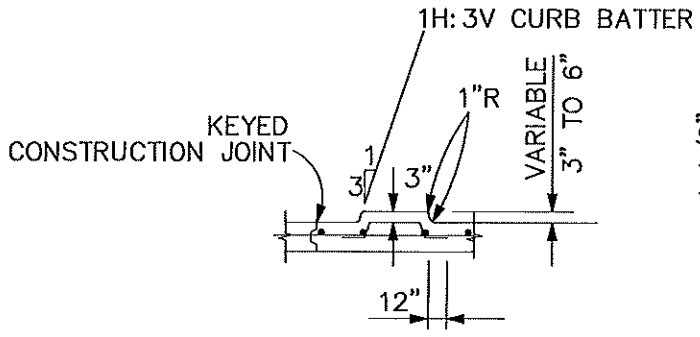
City of Saginaw
Construction Standards

MONOLITHIC MEDIAN NOSE
TYPE 1

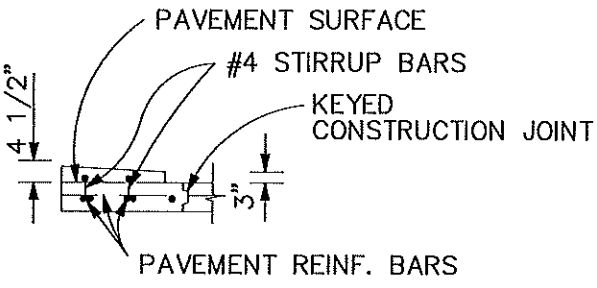
REVISED
AUG 2020

RD-08



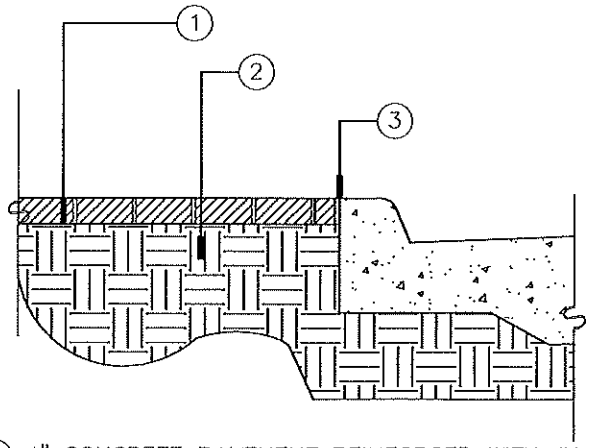


SECTION B–B



SECTION C–C

City of Saginaw **Construction Standards**	MONOLITHIC MEDIAN NOSE TYPE 2	REVISED AUG 2020 RD-09



(1) 4" CONCRETE PAVEMENT REINFORCED WITH #4 BARS @ 18" SPACING

(2) IN SITU MATERIAL COMPACTED TO 95% PROCTOR DENSITY

(3) JOINT SEALER (SEE RD-03)

COLORED TEXTURED CONCRETE

PLACE COLORED TEXTURED CONCRETE USING STAMPS.

PATTERN ONLY THE CONCRETE ISLANDS, REFERENCE THIS SHEET AND CITY OF SAGINAW STANDARD SPLITTER ISLAND DETAIL. DIMENSIONS SHOWN ARE NOMINAL. BASE ACTUAL DIMENSIONS ON TEXTURE MODULES.

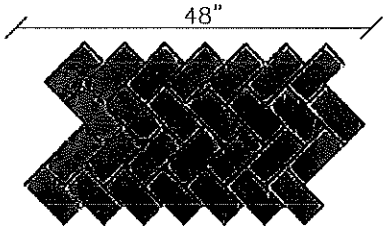
TEXTURED SURFACES SHALL HAVE AN ANTIQUE FINISH ATTAINED BY APPLICATION OF CONCRETE COLORS OF TEXAS LLC INTEGRAL COLOR AND ANTIQUING RELEASE*.

BASE COLOR SHALL BE ATTAINED WITH CONCRETE COLORS OF TEXAS LLC INTEGRAL COLOR, SEE DETAIL FOR COLOR. ANTIQUE BY APPLYING ANTIQUING RELEASE, SEE DETAIL FOR COLOR. SEAL ALL COLORED TEXTURED CONCRETE WITH A CLEAR SEALER APPROVED BY THE COLOR HARDENER MANUFACTURER.

– FOR CONTRACTORS INFORMATION ONLY.
* OR APPROVED EQUAL.

INTEGRAL COLORED AND TEXTURED CONCRETE MOUNTABLE CURB STAMP TOOL

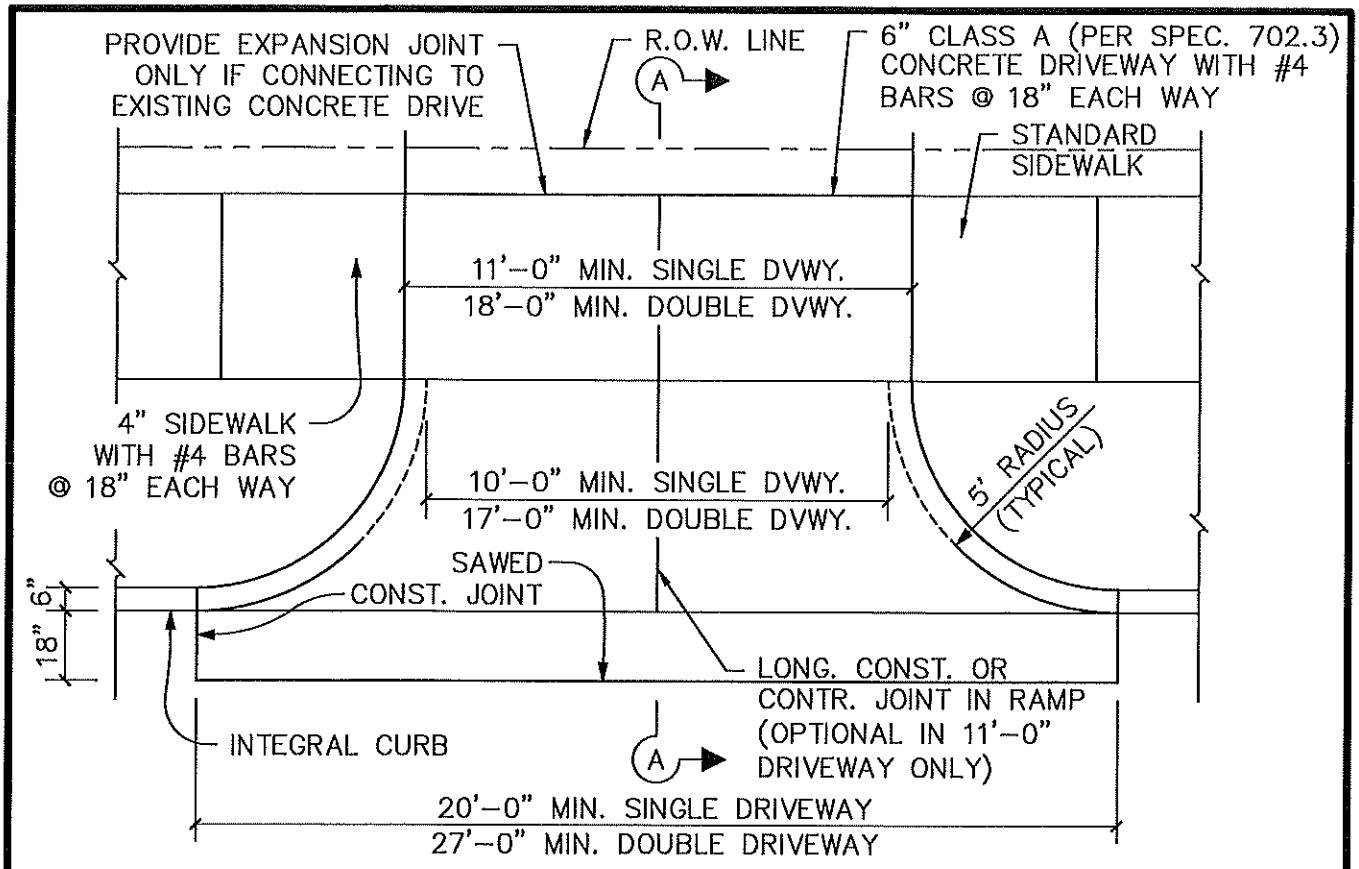
Scofield LITHOTEX Pavecrofters Skins
Used Brick Herringbone Pattern – 2570*
– For contractors information only.
* Or approved equal.

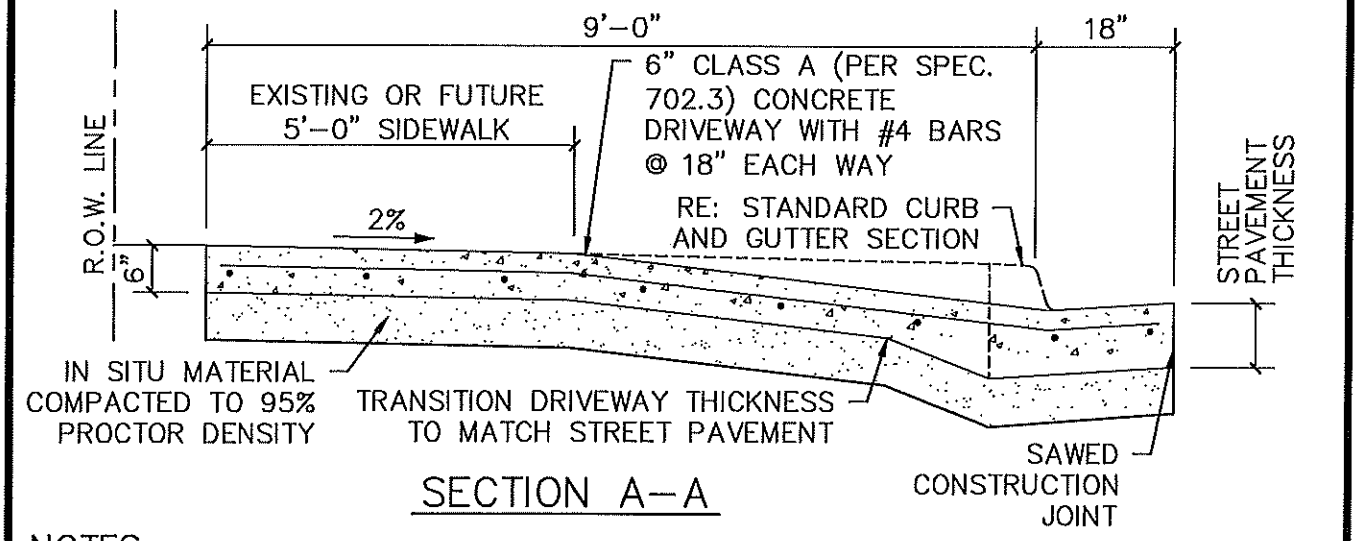


INTEGRAL COLORED AND TEXTURED MOUNTABLE CURB COLOR PALETTE

CONCRETE COLORS OF TEXAS LLC INTEGRAL COLOR*: 224 – 2 RED SNAPPER
CONCRETE COLORS OF TEXAS LLC ANTIQUING RELEASE*: 102 – A BARN RED
SCOFIELD CURESEAL–W SEMIGLOSS*

– FOR CONTRACTORS INFORMATION ONLY.
* OR APPROVED EQUAL.



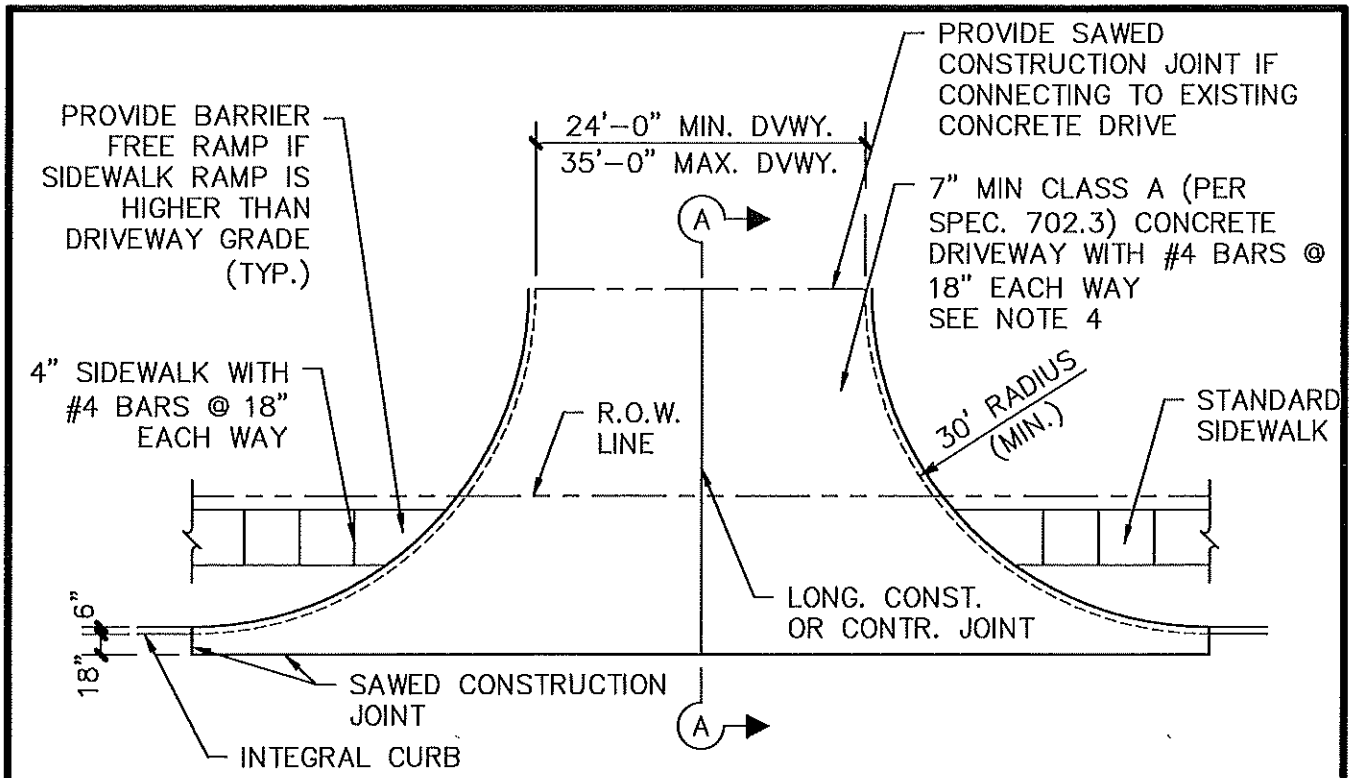


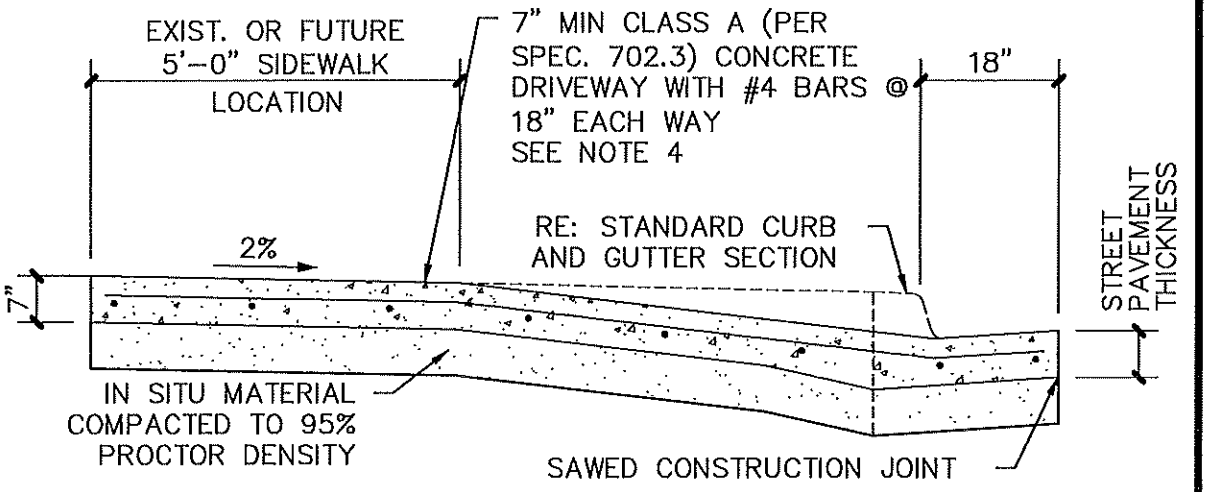
SECTION A–A

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. SIDEWALK SECTION THROUGH DRIVEWAY SHALL BE POURED SAME THICKNESS AS DRIVEWAY APPROACH (EXISTING SIDEWALK, IF ANY, SHALL BE REMOVED AND REPLACED).
3. EXISTING CURB AND GUTTER SHALL BE VERTICALLY SAWCUT. HORIZONTAL SAWCUTTING OF CURB NOT ALLOWED.

City of Saginaw Construction Standards	RESIDENTIAL DRIVEWAY	REVISED AUG 2020
		RD-11





SECTION A-A

NOTES:

1. EXISTING CURB AND GUTTER SHALL BE VERTICALLY SAWCUT. HORIZONTAL SAWCUTTING OF CURB NOT ALLOWED
2. SIDEWALK SECTION THROUGH DRIVEWAY SHALL BE POURED SAME THICKNESS AS DRIVEWAY APPROACH (EXISTING SIDEWALK, IF ANY, SHALL BE REMOVED AND REPLACED).
3. MATCH EXISTING DRIVEWAY THICKNESS OR AS DICTATED BY GEOTECHNICAL REPORT.

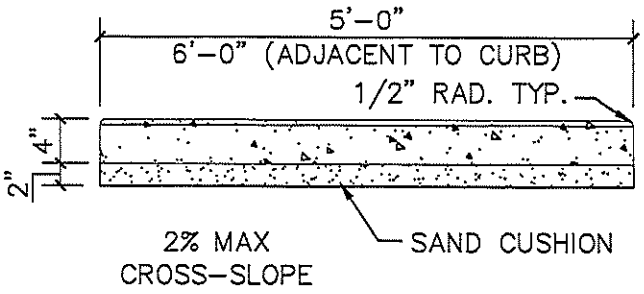
City of Saginaw Construction Standards	COMMERCIAL-INDUSTRIAL DRIVEWAY	REVISED AUG 2020
		RD-12

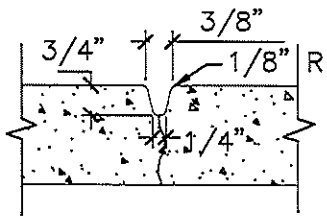
City of Saginaw
Construction Standards

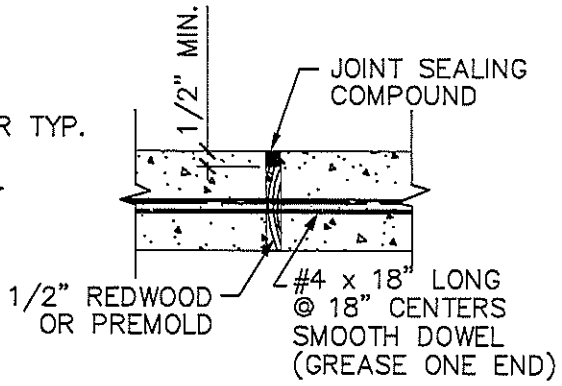
CONCRETE SIDEWALK

RD-13

REVISED AUG 2020



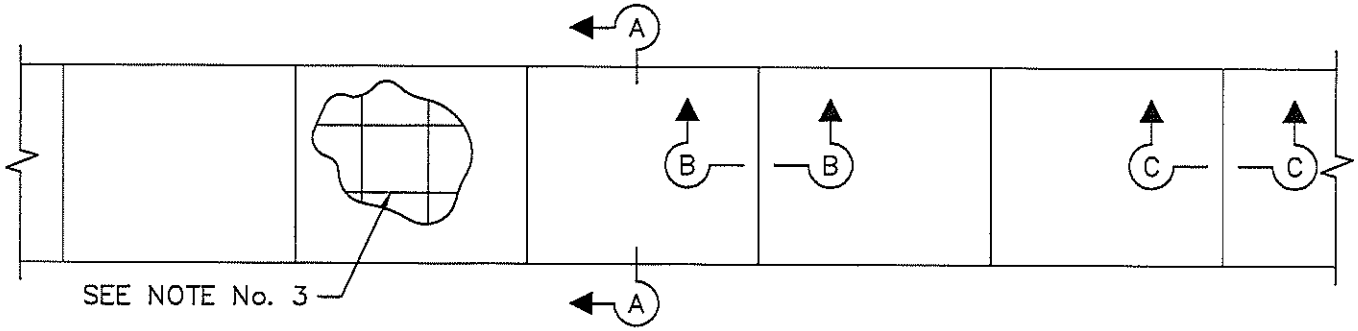


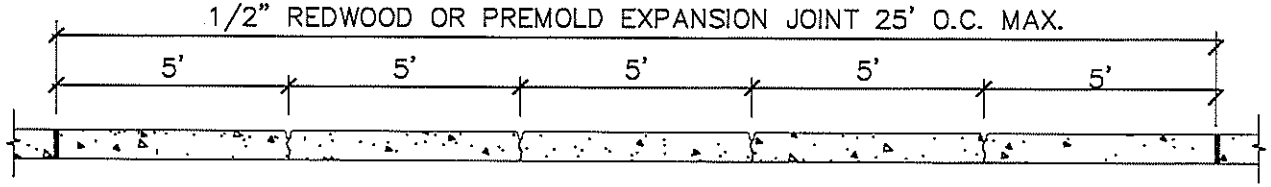


SECTION A–A

SECTION B–B

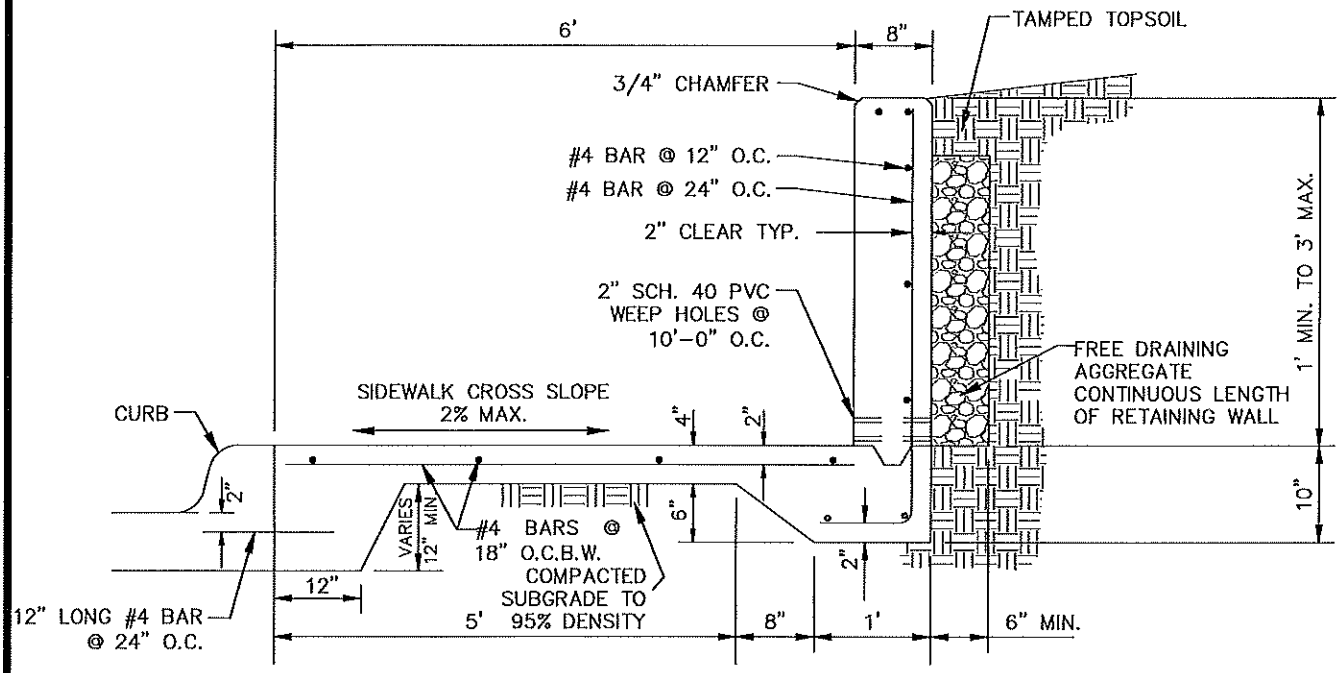
SECTION C–C





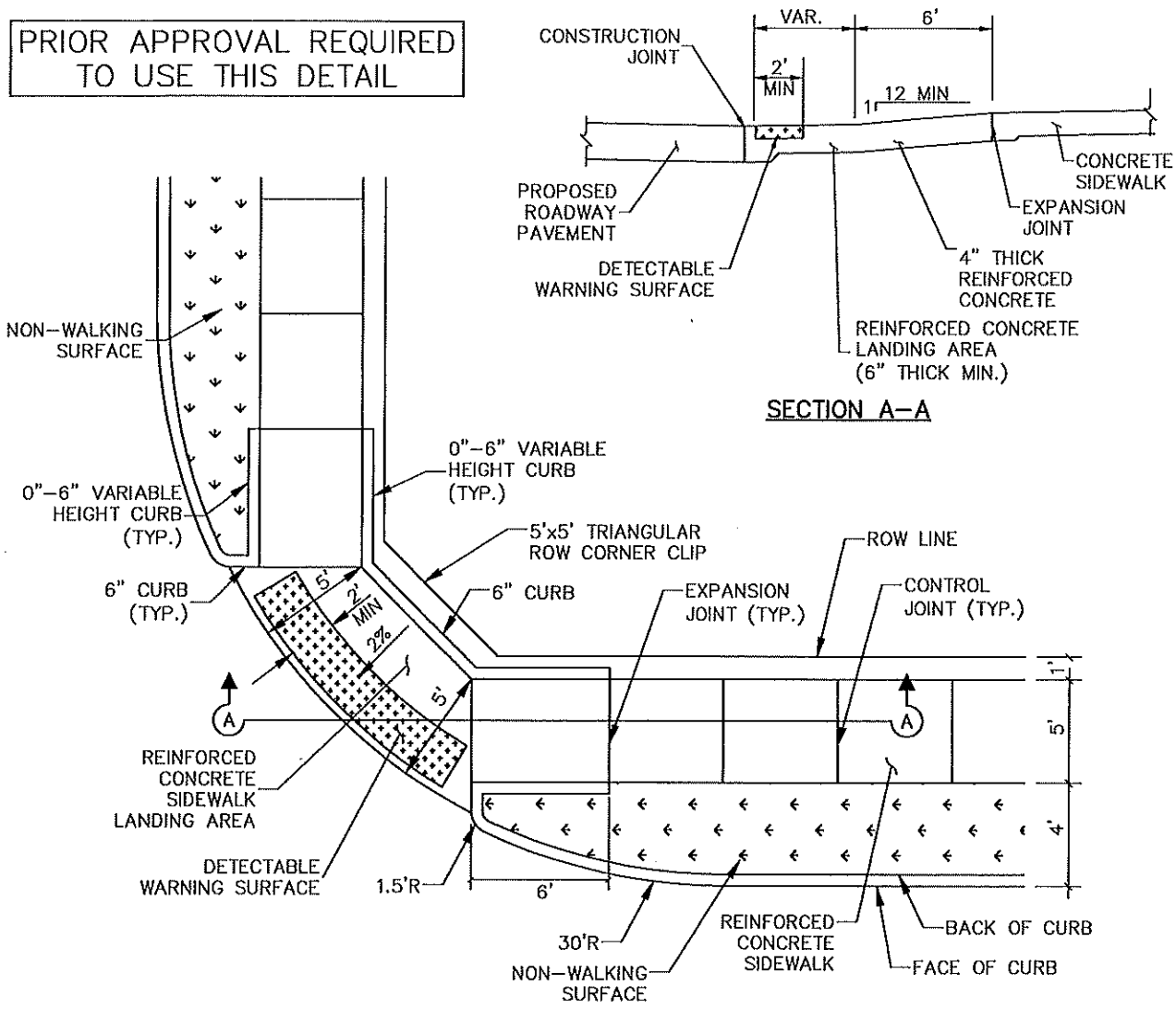
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE CLASS A PER SPEC. 702.3.
3. REINFORCEMENT SHALL BE #4 BARS @ 18" EACH WAY.
4. PROVIDE EXPANSION JOINTS ALSO WHEN CONNECTING TO EXISTING SIDEWALKS, DRIVEWAYS, CURBS, AND GUTTER.



City of Saginaw **Construction Standards**	CONCRETE SIDEWALK WITH WALL	REVISED AUG 2020 RD-14

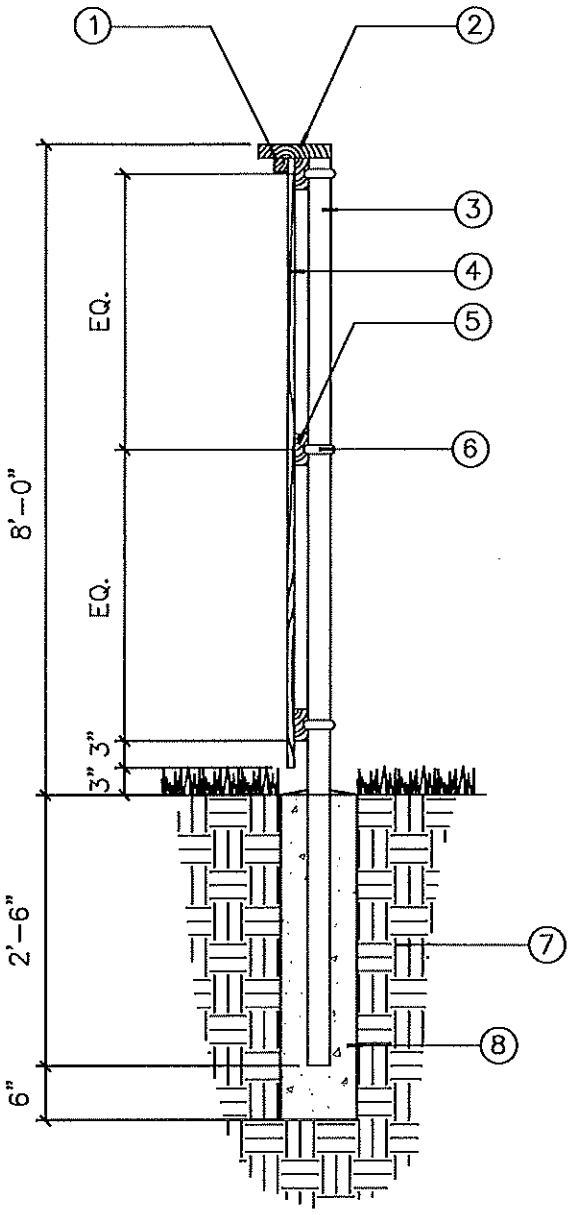
PRIOR APPROVAL REQUIRED TO USE THIS DETAIL

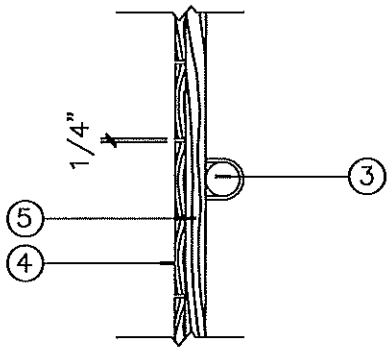


NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 705 OF THE TAS.

City of Saginaw **Construction Standards**	BARRIER FREE RAMP (IF APPROVED)	REVISED AUG 2020 RD-15





PLAN

1. 2"x2" TRIM
2. 2"x8" CAP (TOP OF FENCE TO BE LEVEL)
3. 2" DIA. GALV. STEEL POST. POST SHALL BE FLUSH WITH BOTTOM OF 2"x8" CAP.
4. 1"x6" PICKET NOTE: TO BE 3" ABOVE FINISH GRADE (TYP.)
5. (3) 2"x4" RAILS
6. (3) WACKER CLAMPS WITH COUNTER-SINK NUTS
7. COMPACTED SOIL
8. 12" DIA. CLASS A (PER SPEC. 702.3) CONCRETE FOOTING

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. WOOD FENCE MATERIAL AS SPECIFIED IN ZONING ORDINANCE 2002-04.
3. GALVANIZED STEEL POSTS SHALL BE SPACED AT 8' ON CENTER MAX.
4. HARDWARE TO BE HOT DIPPED GALV.
5. FENCE STAIN TO BE DETERMINED.

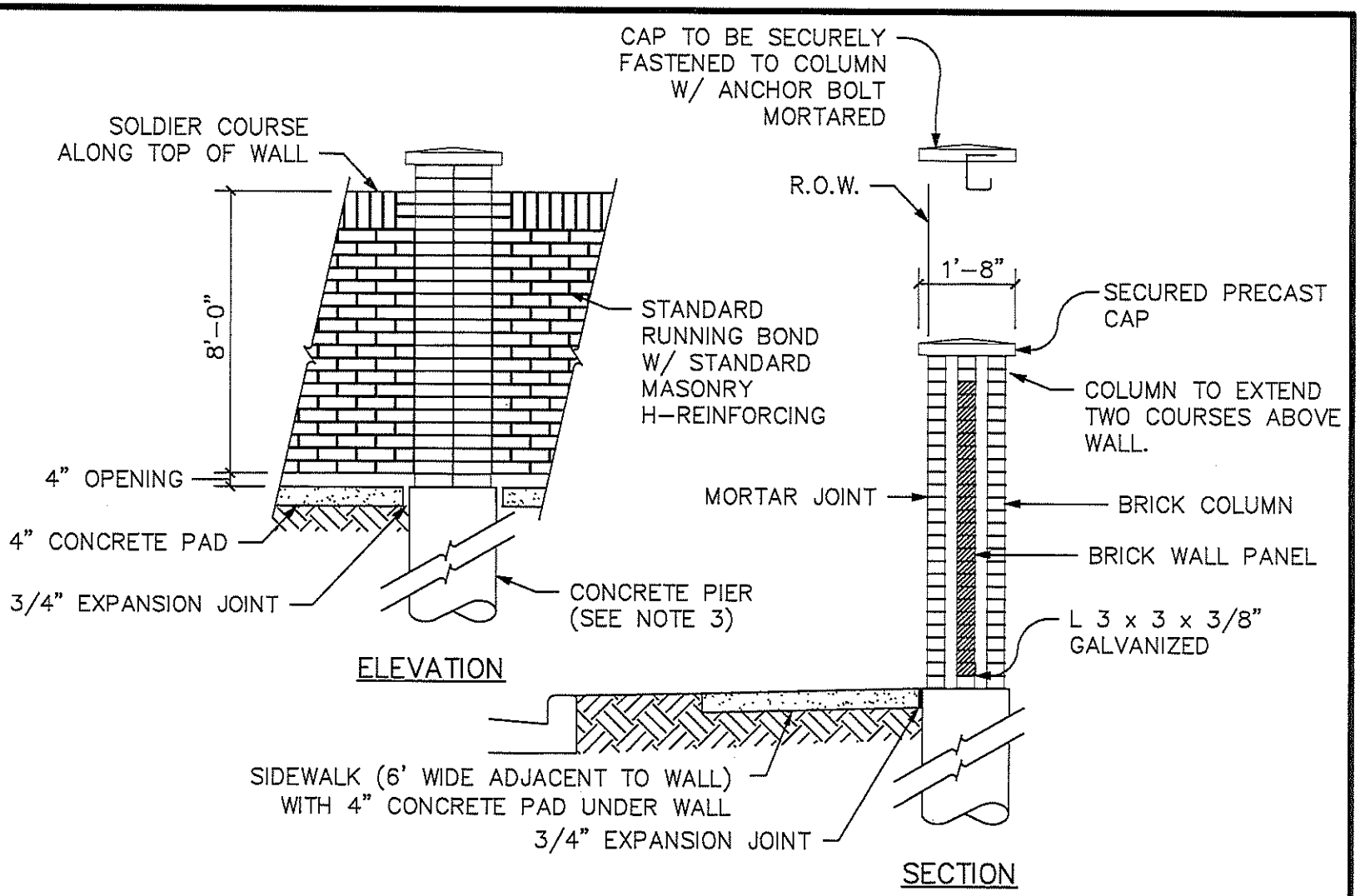
City of Saginaw Construction Standards	WOOD SCREENING DETAIL	REVISED AUG 2020
		RD-16

City of Saginaw
Construction Standards

MASONRY SCREENING DETAIL

RD-17

REVISED
AUG 2020

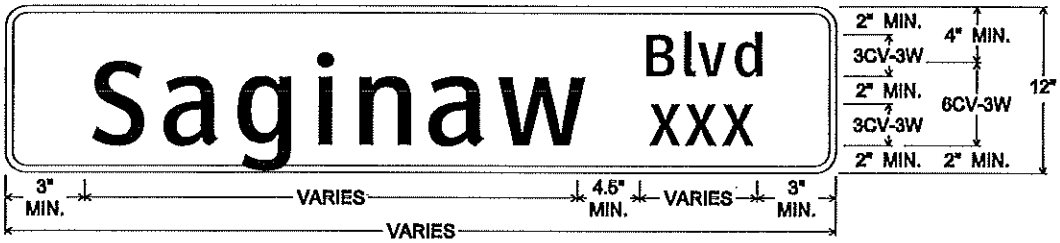


NOTES:

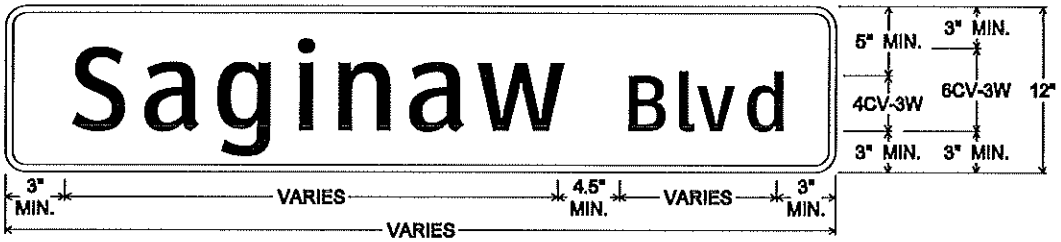
1. MASONRY SCREENING FENCE PER ZONING ORDINANCE 2002-04.
2. TYPICAL GRADE ADJUSTMENT TO BE 3", 6", 9" OR 12" INCREMENTS ONLY. CONTRACTOR TO VERIFY GRADE ADJACENT TO WALL LOCATION AND DETERMINE GRADE ADJUSTMENT INCREMENTS PRIOR TO CONSTRUCTION.
3. SCREENING WALL AND CONCRETE PIER DESIGN SHALL BE DESIGNED BY A LICENSED ENGINEER AND SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL.



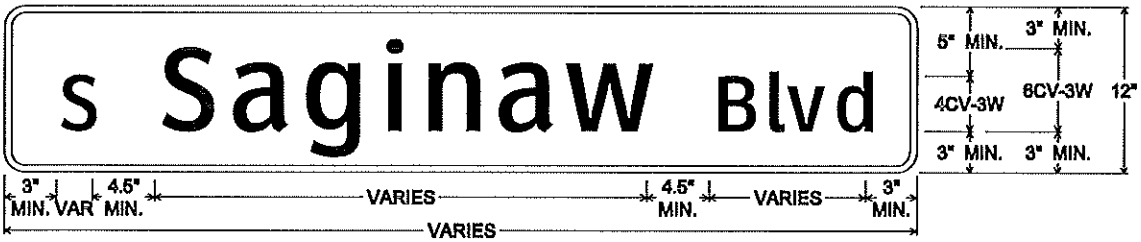
1.5" Radius, 0.5" Border, White on Green;



1.5" Radius, 0.5" Border, White on Green;



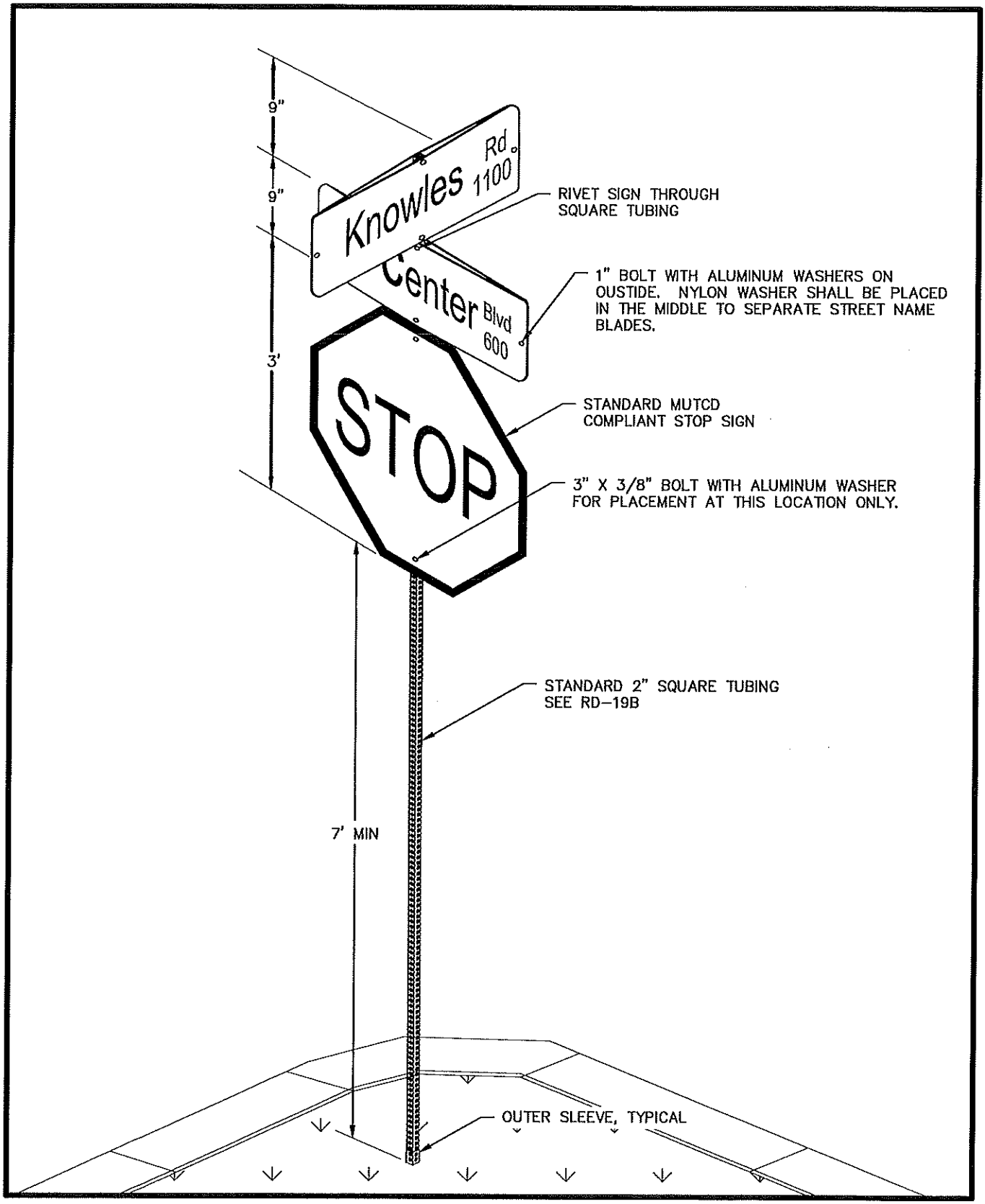
1.5" Radius, 0.5" Border, White on Green;



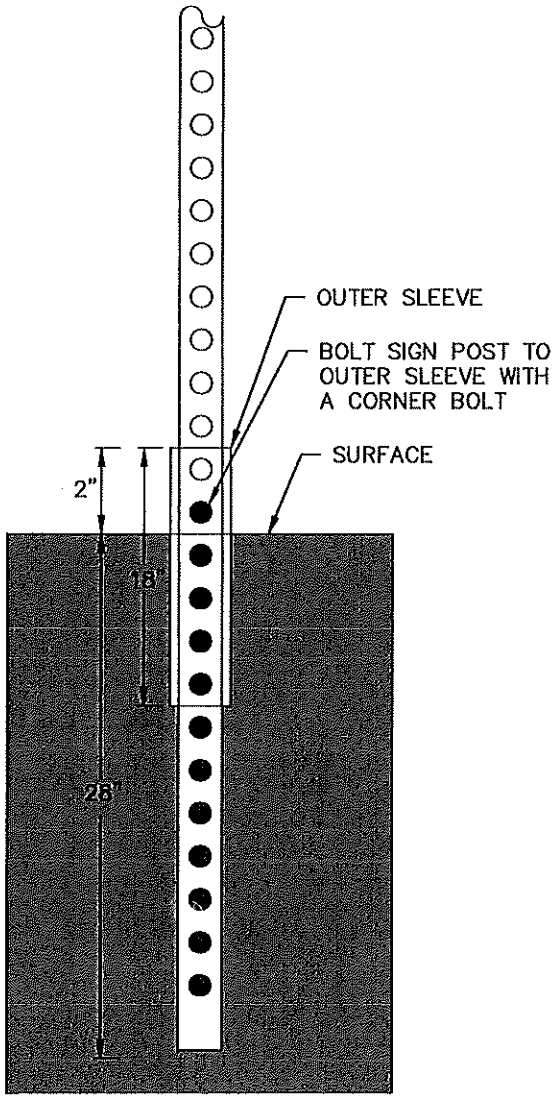
1.5" Radius, 0.5" Border, White on Green;

1. SIGN BLANK FOR 2 INCH POST INSTALL: 0.08 FEDERAL SPEC. ALUM. (LP/SP INSTALL 0.125 UNDRILLED)
2. FONT: HIGHWAY GOTHIC 'C' OR 'B' (DEPENDING ON LENGTH OF NAME)
3. STREET NAME SIGN SHEETING SHALL BE WHITE 3M DIAMOND GRADE CUBED (DG3) WITH GREEN ELECTRO-CUT (EC) TRANSPARENT FILM AS AN OVERLAY OR AN APPROVED EQUAL.
4. REFER TO DETAIL D3-1G OF THE TEXAS STANDARD HIGHWAY SIGN DESIGN MANUAL FOR ADDITIONAL SPACING REQUIREMENTS.

City of Saginaw **Construction Standards**	STREET SIGN	REVISED AUG 2020 RD-18



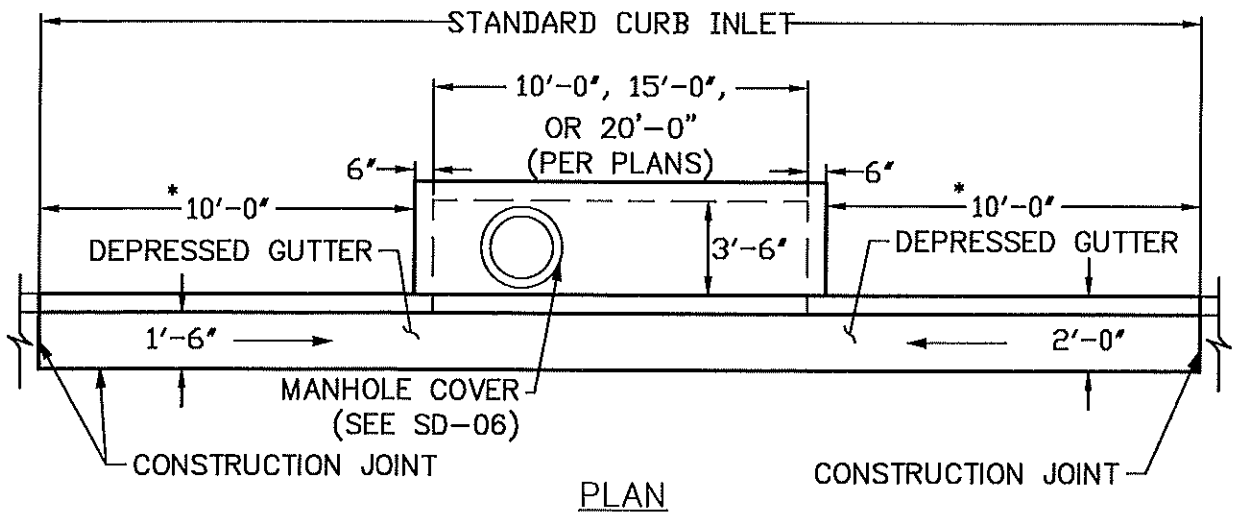
City of Saginaw **Construction Standards**	SIGN POST INSTALLATION	REVISED AUG 2020 RD-19A



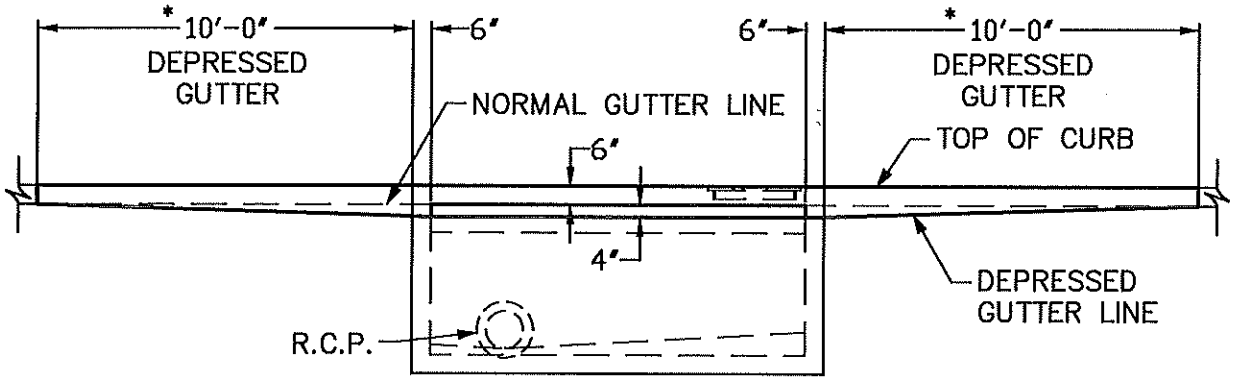
NOTES:

1. ALL POSTS AND ANCHROS SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR HOT ROLLED CARBON SHEET STEEL, STRUCTURAL QUALITY ASTM DESIGNATION A570–79.
2. ALL POSTS AND ANCHORS SHALL CARRY MINIMUM CERTIFIABLE 60,000 PSI YIELD STRENGTH.
3. ALL POSTS AND ANCHORS SHALL BE MANUFACTURED FROM RAW STEEL, FORMED AND WELDED ON THE CORNER PRIOR TO RECEIVING A TRIPLE COAT PROTECTION OF INLINE HOT–DIPPED, GALVANIZED ZINC PER AASHTO M–120 (0.8 OZ. PER SQUARE FOOT) FOLLOWED BY A CHROMATE CONVERSION COATING AND A CROSS–LINKED POLYURETHANE ACRYLIC EXTERIOR COATING. THE INTERIOR SHALL RECEIVE A DOUBLE COAT OF ZINC BASED ORGANIC COATING, TESTED IN ACCORDANCE WITH ASTM B–117.
4. ALL TOP POSTS MUST BE CAPABLE OF FRACTURING AT THE POINT OF CONNECTION WITH A SINGLE ANCHOR, WHEN IMPACTED, IN SUCH A MANNER THAT THE PIECE INSIDE OF THE ANCHOR CAN BE REMOVED SO AS TO ALLOW TO RECEIVE A NEW TOP POST.
5. THE SHAPE OF ALL POSTS AND ANCHORS SHALL BE SQUARE AND STRAIGHT WITH SMOOTH TUBING WELDED IN ONE CORNER WITH A TOLERANCE THAT PERMITS TELESCOPING OF THE NEXT LARGER OR SMALL SIZE, IN ¼" INCREMENTS.
6. ALL ANCHORS SHALL BE 12 GAUGE WITH HOLES THAT ARE FULLY PERFORATED 7/16" DIAMETER ON 1" CENTERS FOR AT LEAST THE TOP 4" OF THE ANCHOR WHILE BEING TRULY ALIGNED IN THE CENTER OF THE SECTION.
7. ALL TOP POSTS SHALL BE 14 GAUGE WITH HOLES THAT ARE PRE PUNCHED ON 1" CENTERS FOR THE ENTIRE LENGTH OF THE POST AND TRULY ALIGNED IN THE CENTER OF SECTION.
8. STANDARD OUTSIDE CORNER RADII SHALL BE 5/32" PLUS OR MINUS 1/32".
9. SIGNS TO BE ATTACHED TO POST AT THE DESIRED HEIGHT WITH BOLTS.

City of Saginaw **Construction Standards**	SIGN POST SQUARE TUBING	REVISED AUG 2020 RD-19B



PLAN

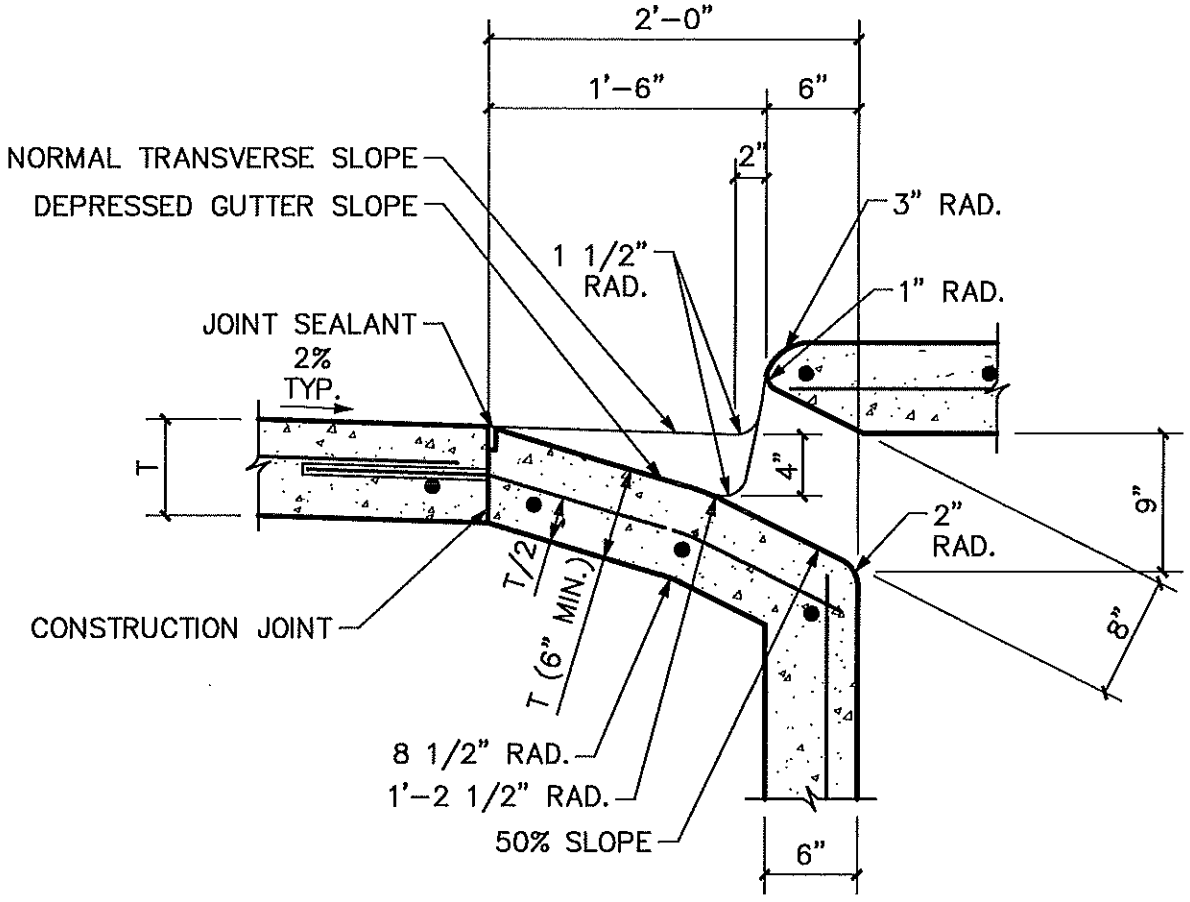


PROFILE

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE 4,200 PSI, CLASS F (PER SPEC. 702.3).
3. TOP OF INLET TO SLOPE 2% TOWARDS STREET OR PER PLAN.
4. CENTER SUPPORT BEAM REQUIRED FOR 15' AND 20' STANDARD CURB INLETS.
5. ADDITIONAL REINFORCING STEEL TO BE PLACED AROUND MANHOLE OPENING.
6. WING LENGTH MAY BE DECREASED BASED UPON SITE SPECIFIC CONDITIONS. CITY MUST APPROVE SHORTER LENGTH.
7. PIPE SHALL BE PLACED AT DOWNSTREAM END INLET. MANHOLE SHALL BE PLACED AT UPSTREAM END AT INLET.
8. MANHOLE COVERS INSIDE OPENING SHALL BE 30". INLET TOP WILL NEED TO BE CAST IN PLACE IN ORDER TO ACCOMMODATE 30" OPENING/COVER.
9. TWO MANHOLES ARE REQUIRED ON 15' AND 20' INLETS.

City of Saginaw **Construction Standards**	STANDARD STORM DRAIN CURB INLET	REVISED AUG 2020 SD-01A

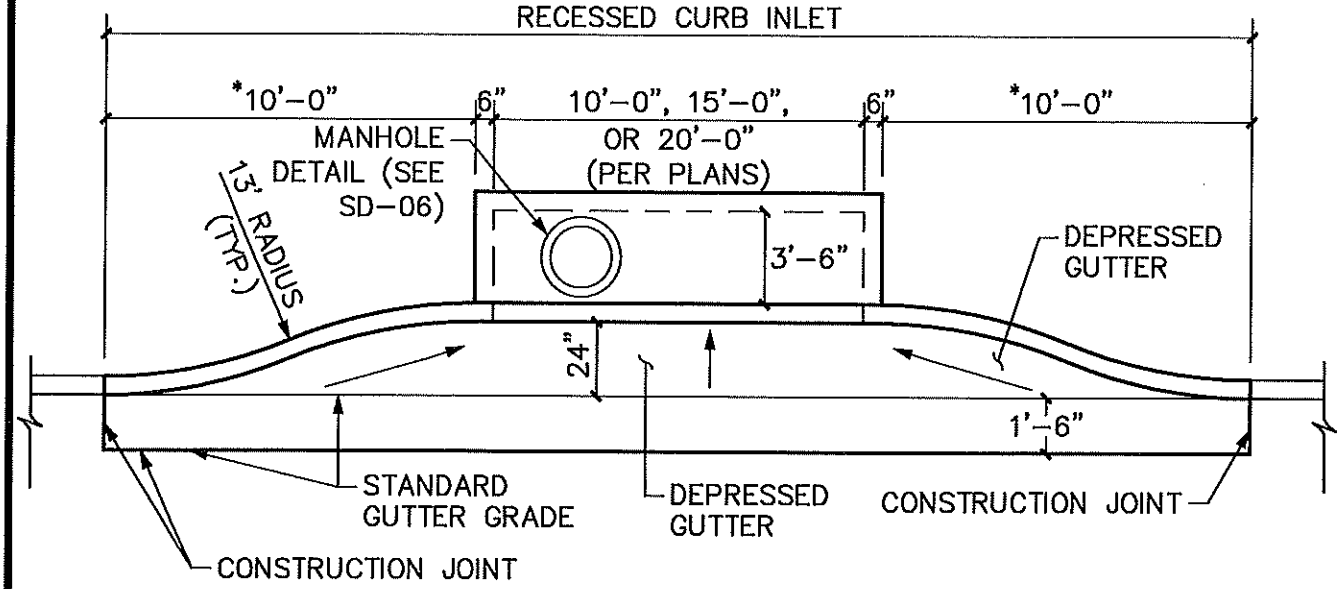


City of Saginaw
Construction Standards

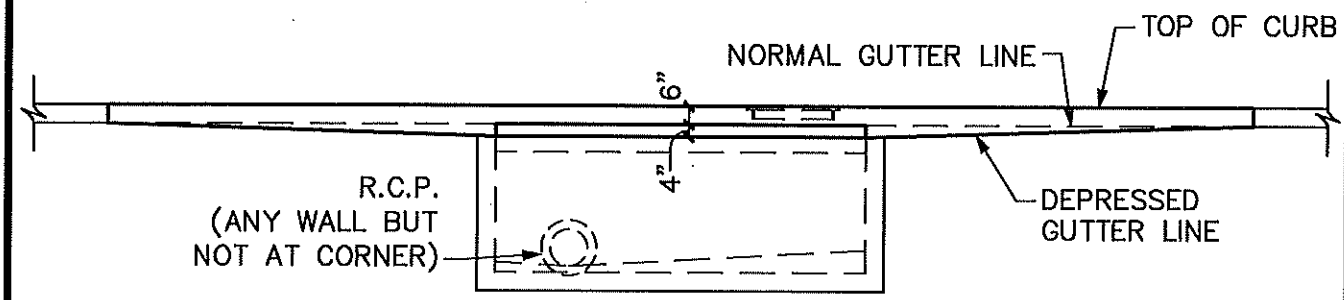
STANDARD CURB INLET THROAT

REVISED
AUG 2020

SD-01B



PLAN

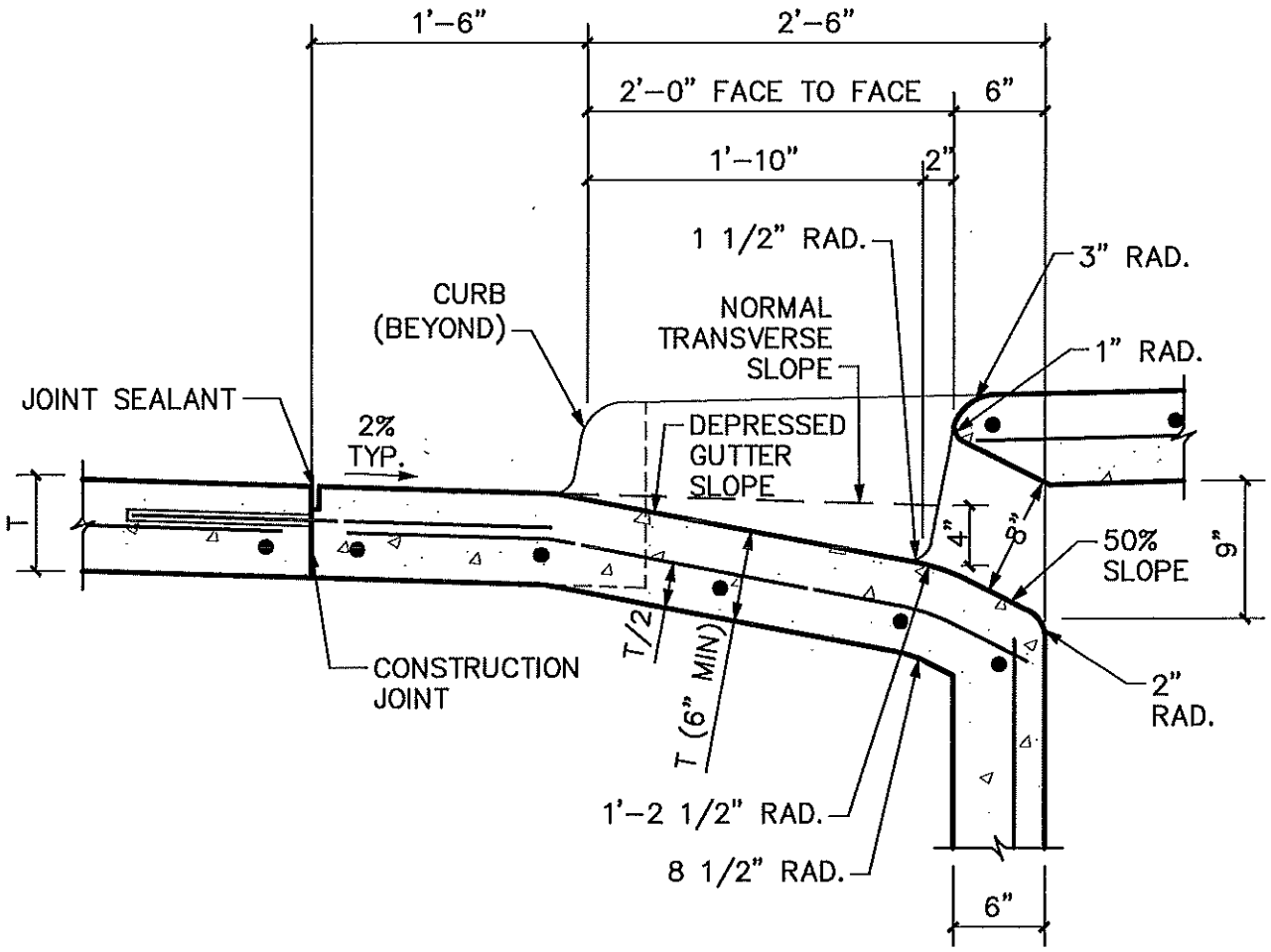


PROFILE

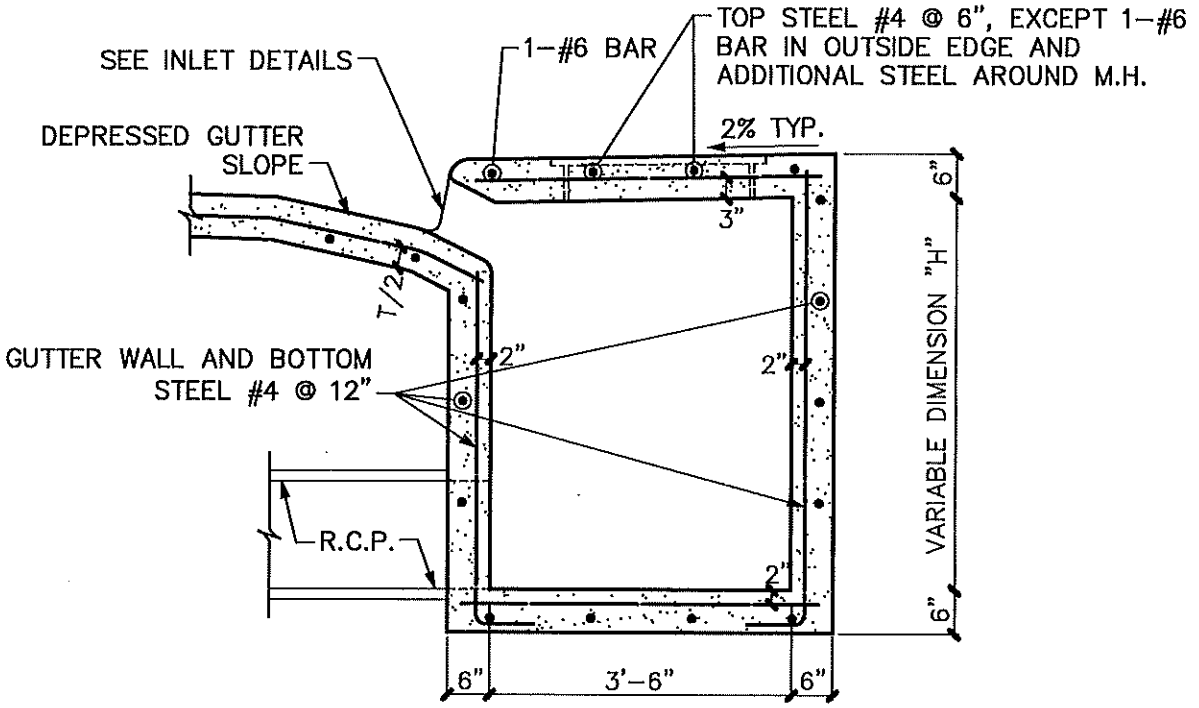
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE 4,200 PSI, CLASS F (PER SPEC. 702.3).
3. TOP OF INLET TO SLOPE 2% TOWARDS STREET OR PER PLAN.
4. CENTER SUPPORT BEAM REQUIRED FOR 15' AND 20' STANDARD CURB INLETS.
5. ADDITIONAL REINFORCING STEEL TO BE PLACED AROUND MANHOLE OPENING.
6. WING LENGTH MAY BE DECREASED BASED UPON SITE SPECIFIC CONDITIONS. CITY MUST APPROVE SHORTER LENGTH.
7. MANHOLE COVERS INSIDE OPENING SHALL BE 30". INLET TOP WILL NEED TO BE CAST IN PLACE IN ORDER TO ACCOMMODATE 30" OPENING/COVER.
8. TWO MANHOLES ARE REQUIRED ON 15' AND 20' INLETS.

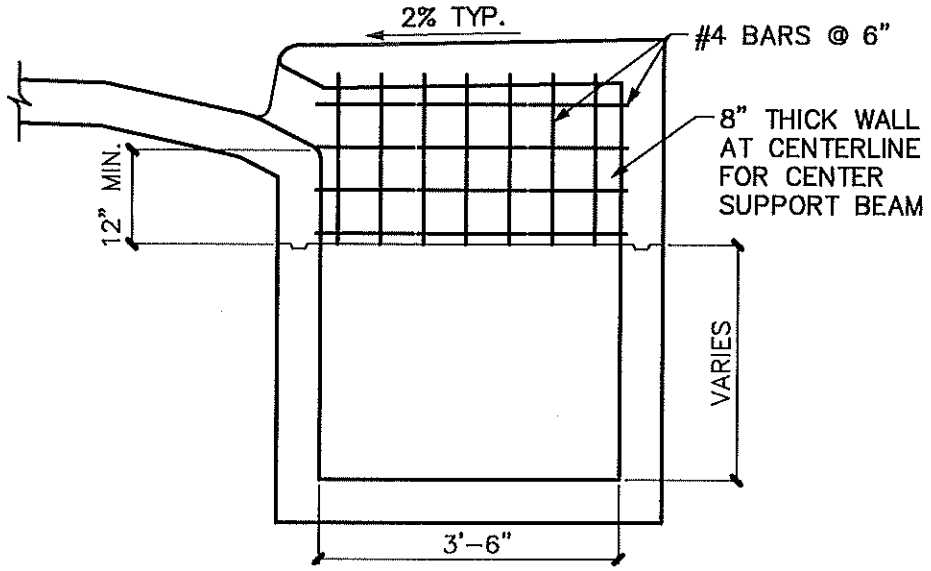
City of Saginaw **Construction Standards**	RECESSED CURB INLET	REVISED AUG 2020 SD-02A



City of Saginaw **Construction Standards**	RECESSED CURB INLET THROAT	REVISED AUG 2020 SD-02B



INLET SECTION FOR RECESSED AND STANDARD INLETS



CENTER SUPPORT BEAM FOR 15' AND 20' RECESSED AND STANDARD INLETS

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE 4,200 PSI, CLASS F (PER SPEC. 702.3).
3. TOP OF INLET TO SLOPE 2% TOWARDS STREET OR PER PLAN.
4. REINFORCING STEEL LAYOUT APPLICABLE TO BOTH RECESSED AND ON–GRADE CURB INLETS.

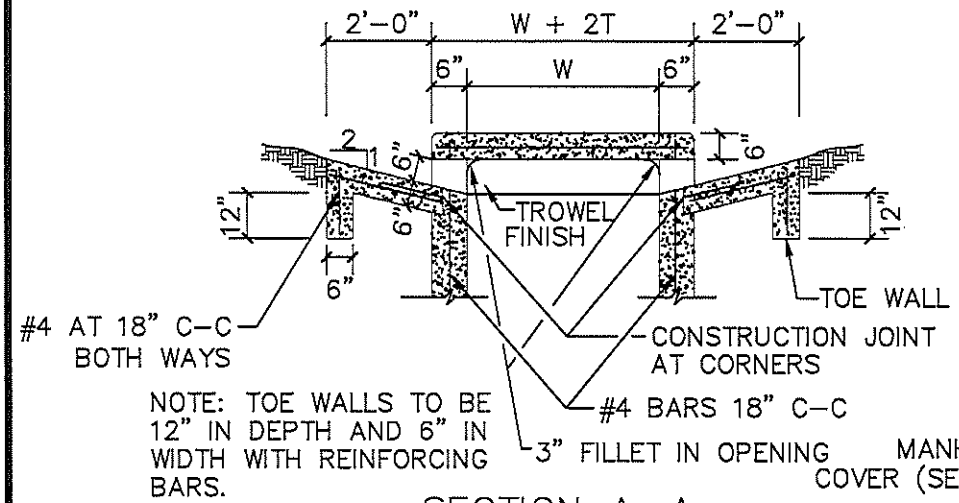
City of Saginaw Construction Standards	INLET REINFORCEMENT	REVISED AUG 2020
		SD-03

City of Saginaw
Construction Standards

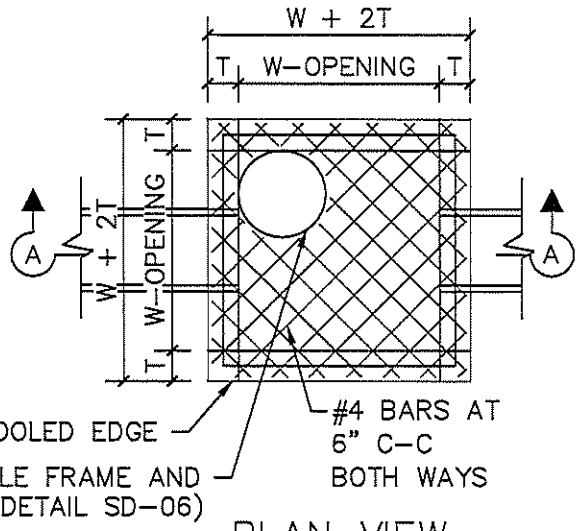
STANDARD DROP INLET

SD-04

REVISED AUG 2020



SECTION A-A



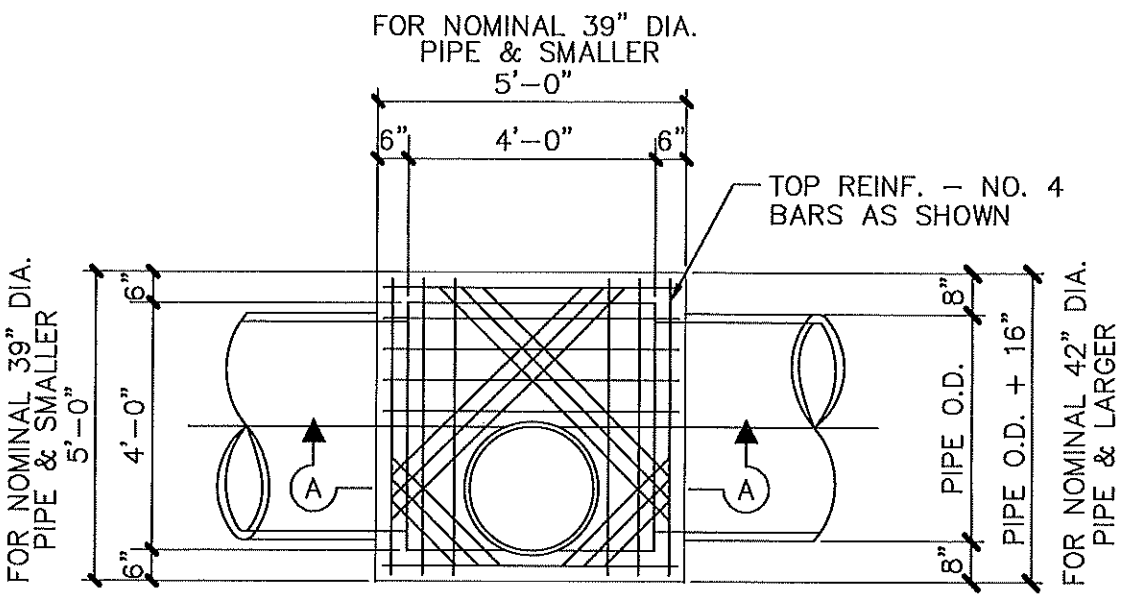
PLAN VIEW

NOTES:

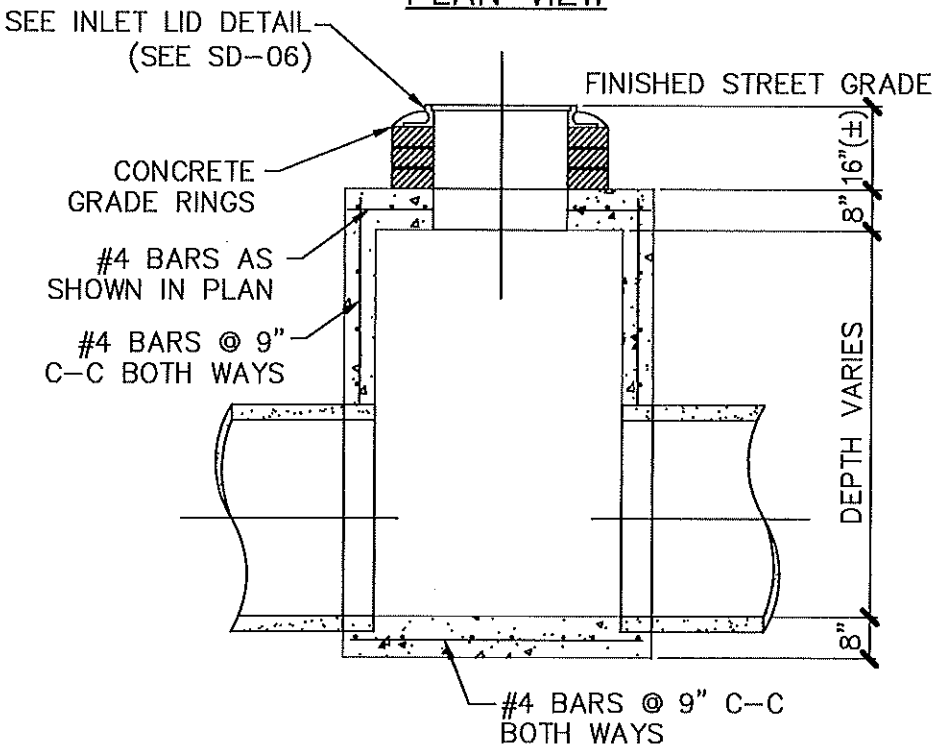
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE FOR DROP INLETS SHALL BE CLASS F (PER SPEC. ITEM 702.3).
3. LAYERS OF REINFORCING STEEL NEAREST THE INTERIOR AND EXTERIOR SURFACES SHALL HAVE A COVER OF 2" TO THE CENTER OF BARS, UNLESS OTHERWISE NOTED.
4. FOR DETAILS OF REINFORCING TO LOWER PORTIONS OF INLET, SEE APPROPRIATE SQUARE MANHOLE DETAILS.
5. DEPTH OF DROP INLET FROM FINISHED GRADE TO FLOW LINE OF INLET IS VARIABLE. APPROXIMATE DEPTH SHALL BE SHOWN ON PLANS AT LOCATION OF INLET.
6. ALL STANDARD DROP INLETS SHALL HAVE ONE OPENING ON EACH SIDE UNLESS SHOWN ON PLANS.
7. DECK MAY BE REINFORCED THE SAME AS STANDARD SQUARE STORM DRAIN MANHOLE.
8. CAST IRON FRAME AND COVER, TVI&S #679 WITH 1/2" TO 5/8" DIAMETER PICK BAR, OR APPROVED EQUAL.
9. MANHOLE LIDS SHALL BE BOLTED AND CHAINED TO THE INLET BOX USING 2' OF 3/8" STOCK CHAIN AND 3/8" CARRIAGE BOLTS.

INLET SIZE	T	W
2' SQUARE	7"	2'-0"
4' SQUARE	7"	4'-0"
5' SQUARE	8"	5'-0"
6' SQUARE	9"	6'-0"
7' SQUARE	9"	7'-0"
8' SQUARE	9"	8'-0"

FOR LOWER PORTION OF 2' SQUARE DROP INLET USE REINF. STEEL DETAILS OF 4' SQUARE MANHOLE AND ELIMINATE INLET RING AND COVER.



PLAN VIEW

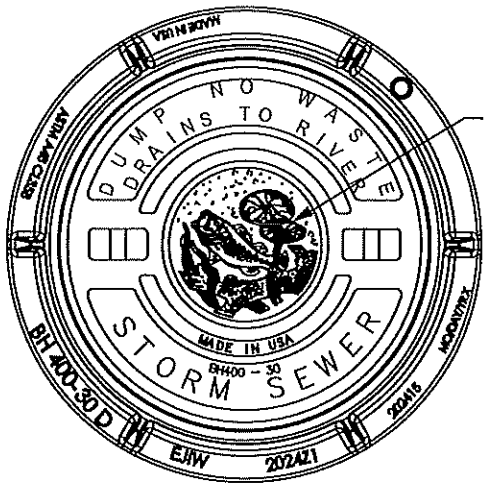


SECTION A-A

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE CLASS F (PER SPEC. ITEM 702.3).

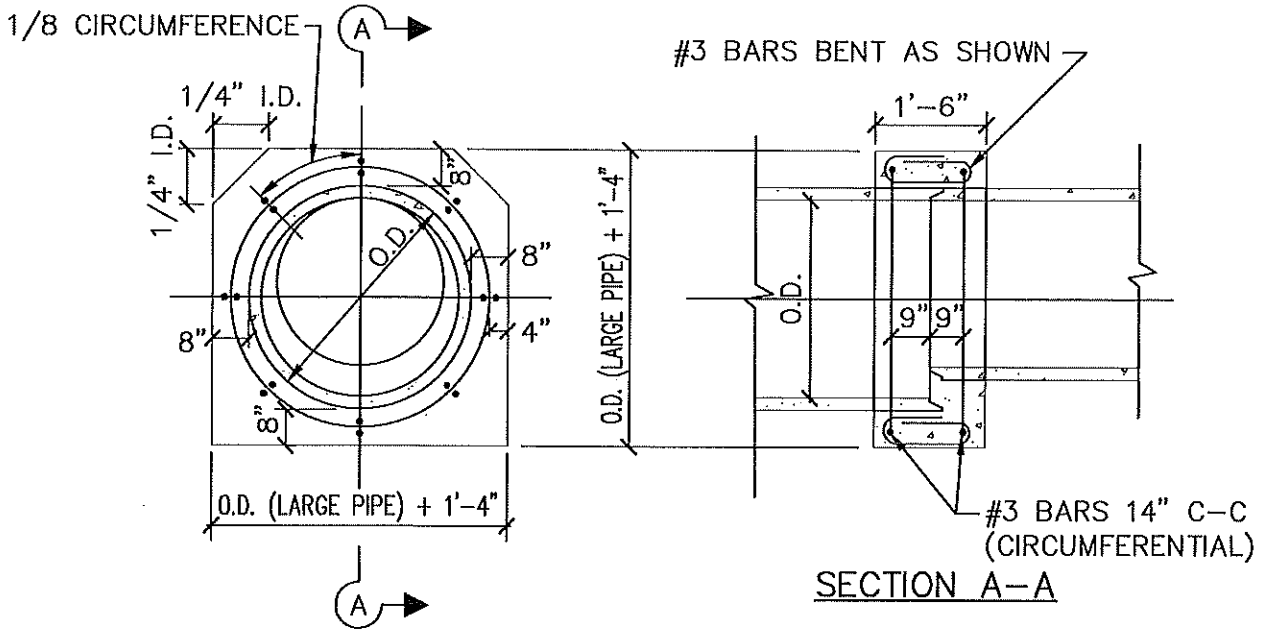
City of Saginaw **Construction Standards**	STANDARD 4-FOOT SQUARE STORM DRAIN MANHOLE	REVISED AUG 2020 SD-05



SPECIAL LOGO INSERT
PER CITY REQUIREMENT

NOTES:

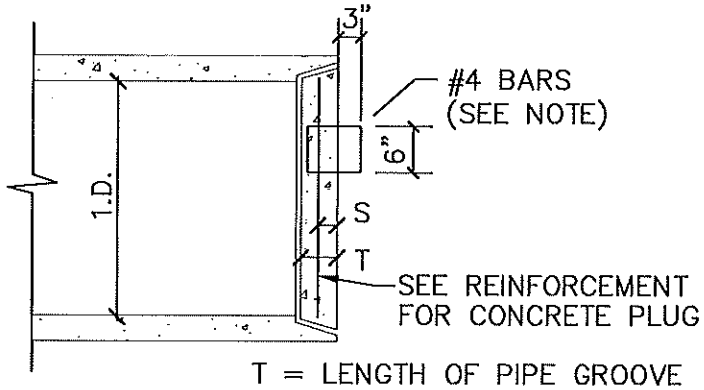
1. MANHOLE LID AND RIM SHOULD BE BASS AND HAYS FOUNDRY, INC. PRODUCT OR APPROVED EQUAL BY CITY.



SECTION A–A

REINFORCED CONCRETE COLLAR

PIPE SIZE	REINF. BAR	DISTANCE C–C BOTH WAYS	S
18"–33"	# 3	12"	1/2 T
36"–54"	# 3	12"	1/3 T
60"–84"	# 4	12"	1/4 T

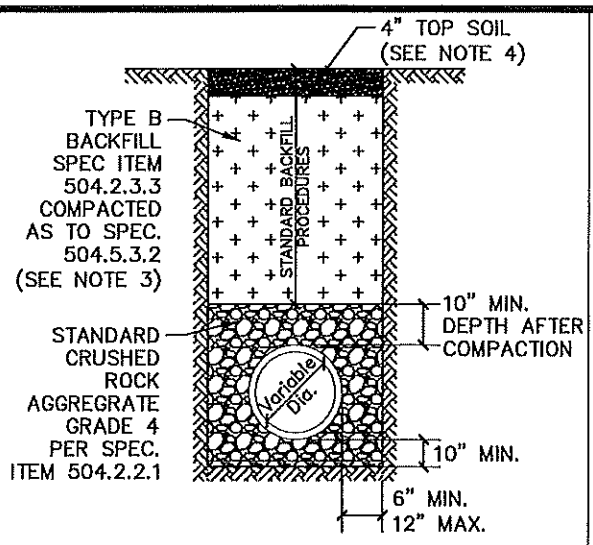


T = LENGTH OF PIPE GROOVE

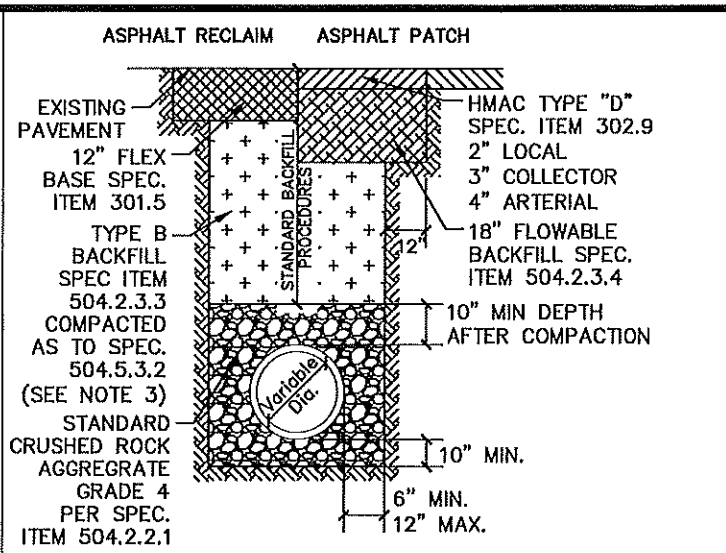
REINFORCED CONCRETE PIPE PLUG

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE CLASS A (PER SPEC. ITEM 702.3).
3. STEEL HANDLE FOR REINFORCED CONCRETE PIPE PLUG SHALL BE LOCATED 1/4 I.D. ABOVE CENTER POINT OF PLUG. TWO (2) STEEL HANDLES WILL BE REQUIRED ON PLUGS OF 36" DIA. PIPES OR LARGER AND SHALL BE PLACED 1/4 I.D. APART AND 1/4 I.D. ABOVE CENTER OF PLUG.
4. COLLARS MAY ONLY BE USED TO REDUCE THE DIAMETER ONE PIPE SIZE. A JUNCTION BOX IS REQUIRED FOR REDUCING MORE THAN ONE PIPE SIZE.

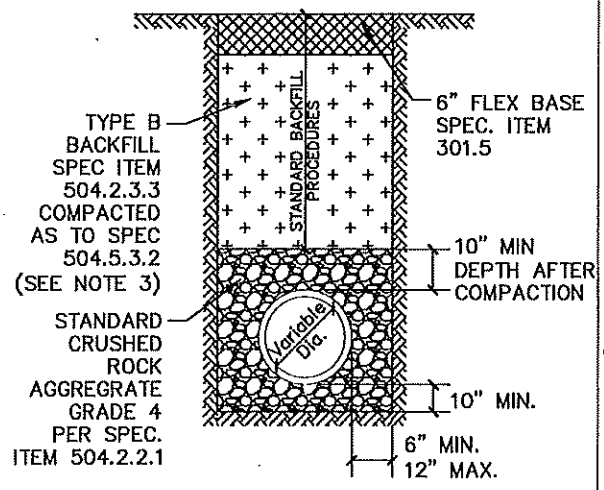


UNPAVED AREA

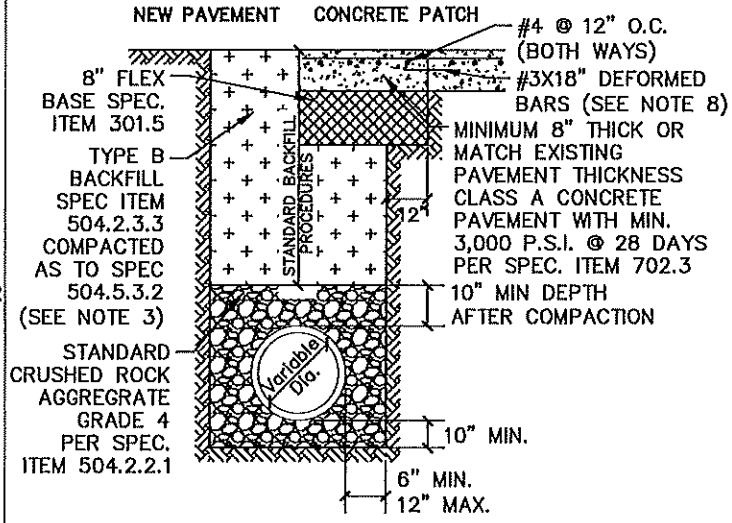


NOTE: FOR NEW STREETS, BACKFILL MAY BE EXTENDED TO THE TOP OF THE TRENCH

ASPHALT PAVEMENT



GRAVEL SURFACE



CONCRETE PAVEMENT

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. AT THE END OF EACH WORK DAY ALL SPOILS SHALL BE REMOVED FROM THE CITY R.O.W. UNLESS PRIOR WRITTEN PERMISSION IS OBTAINED FROM THE CITY TO STORE SPOILS IN DESIGNATED SPOIL STORAGE AREAS THAT DO NOT OBSTRUCT AUTOMOBILE OR PEDESTRIAN TRAFFIC.
3. ROCKS GREATER THAN 4" IN DIAMETER SHALL BE REMOVED FROM ANY NATIVE MATERIAL USED AS BACKFILL.
4. TOPSOIL SHALL BE 4" IN DEPTH AND SHALL BE LOOSE AND FREE OF ROCKS OR CLODS GREATER THAN 1/4" IN DIAMETER. ALL TOPSOIL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
5. ALL PAVEMENT SHALL BE REMOVED ALONG NEAT SAW CUT LINES PER SPEC. ITEM 402.3.
6. STORM LINE WARNING TAPE OF MIN 4" WIDTH SHALL BE INSTALLED ABOVE THE EMBEDMENT MATERIAL.
7. A MAXIMUM OF 50 FT OF OPEN TRENCH WILL BE ALLOWED AT ANY TIME, UNLESS APPROVED BY THE CITY.
8. DEFORMED BARS DOWELED AND EPOXYED MIN. 6" INTO EXISTING PAVEMENT @ 12" O.C. (TYP).

City of Saginaw **Construction Standards**	STANDARD STORM DRAIN EMBEDMENT AND BACKFILL	REVISED AUG 2020 SD-08

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
NOVEMBER 10, 2020

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Alternate Member	Alt. No. 2	Randy Villarreal
Director Public Works		Rick Trice
City Attorney		Bradley Anderle
City Attorney		Lindsey Hale
City Engineer		Andrew Simonsen
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 4	Malinda Julien
Member `	Place No. 5	Jason LaBruyere
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Mark Canterbury
Jim Makens
Doug Powell
Karen Fuller
Lara Gay
Trey Harper

(1) Call to Order

Chairman Lewis called the meeting to order at 6:35 p.m.

(2) Roll Call to Establish Quorum

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

(3) Audience participation

Chairman Lewis explained the procedure to follow to address the Commission.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on October 13, 2020 were presented for approval. A motion was made by Member Barngrover with a second by Vice Chairman Haney to approve the minutes for October 13, 2020 as presented. Motion carried unanimously.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(5) PZ 1120-01 PUBLIC HEARING
Consideration And Action Regarding A Request By Community Link Mission To Rezone Lot 6, Block 6, Town Of Saginaw Addition (320 S. Belmont Street) From Single Family (SF4) To Neighborhood Commercial (NC)

Chairman Lewis read the request and opened the public hearing at 6:37 p.m.

DPW Trice reviewed the information provided the members' in their packet. He advised the members that Community Link Mission had acquired the residential lot just to the south of their facility.

Mark Canterbury, Architect for Community Link, explained improvements that were planned such as additional parking, addition to existing building, additional storage, and covered loading and unloading area. He advised the committee that this is the last property on this block of Belmont to change zoning to Neighborhood Commercial (NC).

DPW Trice stated there would need to be a replat to combine the lots into 1 lot. He advised this would be done administratively.

Chairman Lewis closed the public hearing at 6:40 p.m.

A motion was made by Member Barngrover with a second by Alternate Member Villarreal to recommend that the City Council approve the request to change the zoning from Single Family (SF4) to Neighborhood Commercial on Lot 6 Block 6, Town Of Saginaw Addition, 320 South Belmont Street. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(6) PZ 1120-02

Consideration And Action Regarding Approval Of A Preliminary Plat For Lot 1, Block A, Senior Living At Saginaw Addition, Abstract 1849, A. F. Albright Survey

DPW Trice reviewed the information in the members' packets, stating the property for this preliminary plat is planned to be an assisted/independent living facility.

Vice Chairman Haney asked if public safety departments had approved this plan, stating he is concerned with egress/ingress with only one in way and out. DPW Trice stated that the fire department and police department had reviewed and approved this preliminary plat.

A motion was made by Vice Chairman Haney with a second by Alternate Member Villarreal to recommend that the City Council approve the preliminary plat as presented for Lot 1, Block A, Senior Living at Saginaw Addition. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(7) PZ 1120-03 PUBLIC HEARING
Consideration And Action Regarding A Request For A Conceptual Development Plan Associated With An Application For A Planned Development Zoning With Community Commercial And Single Family And Multifamily Uses For Land Described As 116 Acres Of Land Out Of Abstract 1497, Tracts 3A, 3D, And 3G3, Benjamin Thomas Survey Located North Of East Bailey Boswell Road, East Of Business 287 And West Of Wagley Robertson Road

Chairman Lewis read the request and opened the public hearing at 6:44 p.m.

DPW Trice advised the members that city staff and the developer have discussed this project several times in the last 2 years. He said the proposal at tonight's meeting is a conceptual development plan that includes 4 zoning districts, Community Commercial, Multifamily (MF2), Single Family Attached (SFA) and Single Family (SF4).

Doug Powell, engineer with McAdams Engineering, was present to represent this item. He provided a power point presentation and advised the members of the amenities included. He also described the specifics of each proposed zoning district.

There was a general discussion regarding a development agreement, building materials, parks, amenities, number of housing units planned, railroads, and other concerns. DPW Trice and Mr. Powell answered the members' questions and addressed their concerns.

Chairman Lewis closed the public hearing at 7:12 p.m.

A motion was made by Alternate Member Villarreal with a second by Member Barngrover to recommend that the City Council approve the conceptual development plan for the Beltmill Planned Development. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(8) PZ 1120-04
Consideration And Action Regarding Subdivision Ordinance Amendment For Article 9 Construction Standards Details

DPW Trice advised the members that both the subdivision ordinance and zoning ordinance need to be updated to address current needs. He said this amendment to the subdivision ordinance to update the construction standards is the 1st step of that process to be more consistent with requirements in the area and also to include an approved product list to specify specific products.

A motion was made by Member Barngrover with a second by Vice Chairman Haney to recommend that the city council approve the amendment to the subdivision ordinance to update the construction standards details. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

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

DPW Trice reviewed several of the current projects under construction in the City.

(10) 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

(11) Adjournment

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

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

Chairman Lewis declared the meeting of November 10, 2020 closed at 7:25 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary

ORDINANCE NO. 2020-25

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS ADOPTING REVISIONS TO ARTICLE 9 OF THE SUBDIVISION ORDINANCE OF THE CITY OF SAGINAW; INCORPORATING REVISED CONSTRUCTION STANDARD DETAILS; PROVIDING THAT THESE AMENDMENTS ARE ADOPTED TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE; PROVIDING FOR THE ADMINISTRATION AND ENFORCEMENT OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM;PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; 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, Chapter 212 of the Texas Local Government Code authorizes a municipality to adopt rules and regulations governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals and general welfare of the municipality and the safe, orderly and healthful development of the municipality; and

WHEREAS, after due and careful consideration, the planning and zoning commission has recommended that the city council adopt revisions to the subdivision ordinance to incorporate a new Article 9 - Construction Standard Details; and

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

SECTION 1.

That the Subdivision Ordinance of the City of Saginaw, is hereby amended by replacing Article 9 – Construction Standard Details with the attached as shown as Exhibit "A," a copy of which is on file with the office of the City Secretary.

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code, as amended, and the Subdivision Ordinance of the City of Saginaw, 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.

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 Five Hundred Dollars ($500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of the Subdivision Ordinance of the City of Saginaw, or any other ordinances affecting subdivisions, platting or land development which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance, but may be prosecuted until final disposition by the courts.

SECTION 6.

The City Secretary of the City of Saginaw is hereby authorized to publish this ordinance in book or pamphlet form for general distribution among the public, and the operative provisions of this ordinance as so published shall be admissible in evidence in all courts without further proof than the production thereof.

SECTION 7.

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

SECTION 8.

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED THIS 17th DAY OF NOVEMBER, 2020.

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

EFFECTIVE:
APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, City Attorney

EXHIBIT "A"

CITY OF SAGINAW
CONSTRUCTION STANDARDS
TABLE OF CONTENTS

WATER

SHEET NO.	DESCRIPTION
W-01	STANDARD WATER LINE EMBEDMENT AND BACKFILL
W-02	WATER SERVICE CONNECTION
W-03	WATER VALVE AND BOX INSTALLATION
W-04	BUTTERYFLY VALVE AND INSTALLATION
W-05	FIRE HYDRANT INSTALLATION
W-06	HORIZONTAL BLOCKING
W-07	CONCRETE CRADLE AT VERTICAL BENDS
W-08	VERTICAL THRUST BLOCKING
W-09	AIR RELEASE VALVE
W-10	DOUBLE CHECK DETECTOR VAULT
W-11	LADDER AND PIPE SUPPORT
W-12	TYPICAL RING CONNECTION
W-13	WATER LINE BORE AND CASING

WASTE WATER

SHEET NO.	DESCRIPTION
WW-01	STANDARD SANITARY SEWER EMBEDMENT AND BACKFILL
WW-02	PRECAST AND CAST-IN-PLACE SANITARY SEWER MANHOLE
WW-03	SANITARY SEWER MANHOLE DROP CONNECTIONS
WW-04	EXTENSION RING INSTALLATION FRAME AND COVER PLACEMENT
WW-05	MANHOLE RING AND COVER
WW-06	SANITARY SEWER MAIN CLEANOUT
WW-07	CLEANOUT CAP
WW-08	SANITARY SEWER SERVICE
WW-09	SANITARY SEWER LINE BORE AND CASING
WW-10	MANHOLE ABANDONMENT
WW-11	CONCRETE ENCASEMENT

NOTE:
ALL SPEC ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

CITY OF SAGINAW
CONSTRUCTION STANDARDS
TABLE OF CONTENTS

ROADWAY

SHEET NO.	DESCRIPTION
RD-01	CONCRETE PAVING
RD-02	CONCRETE PAVING JOINT DETAILS
RD-03	CONCRETE PAVING JOINT SEALANTS
RD-04	PAVEMENT INTERSECTION JOINT SPACING
RD-05	STANDARD 6-INCH CURB AND 18-INCH GUTTER
RD-06	REINFORCED CONCRETE PAVEMENT SIX LANE DIVIDED THOROUGHFARE
RD-07	REINFORCED CONCRETE PAVEMENT FOUR LANE DIVIDED THOROUGHFARE
RD-08	MONOLITHIC MEDIAN NOSE - TYPE 1
RD-09	MONOLITHIC MEDIAN NOSE - TYPE 2
RD-10	STAMPED CONCRETE
RD-11	RESIDENTIAL DRIVEWAY
RD-12	COMMERCIAL-INDUSTRIAL DRIVEWAY
RD-13	CONCRETE SIDEWALK
RD-14	CONCRETE SIDEWALK WITH WALL
RD-15	BARRIER FREE RAMP
RD-16	WOOD SCREENING DETAIL
RD-17	MASONRY SCREENING DETAIL
RD-18	STREET SIGN
RD-19A	SIGN POST - INSTALLATION
RD-19B	SIGN POST - SQUARE TUBING

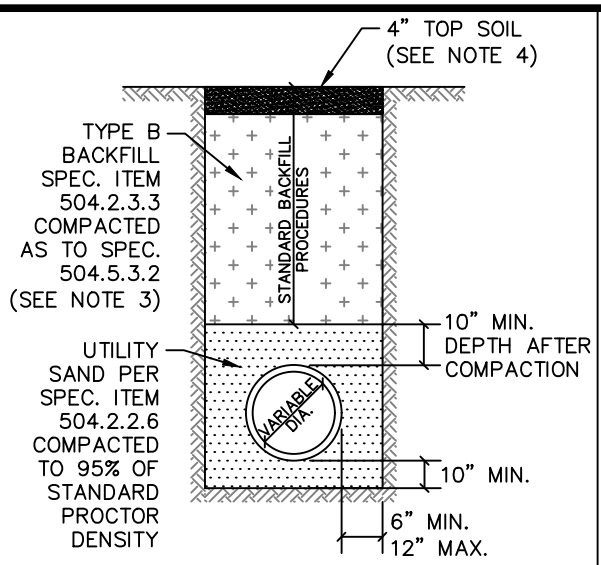
NOTE:
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CITY OF SAGINAW
CONSTRUCTION STANDARDS
TABLE OF CONTENTS

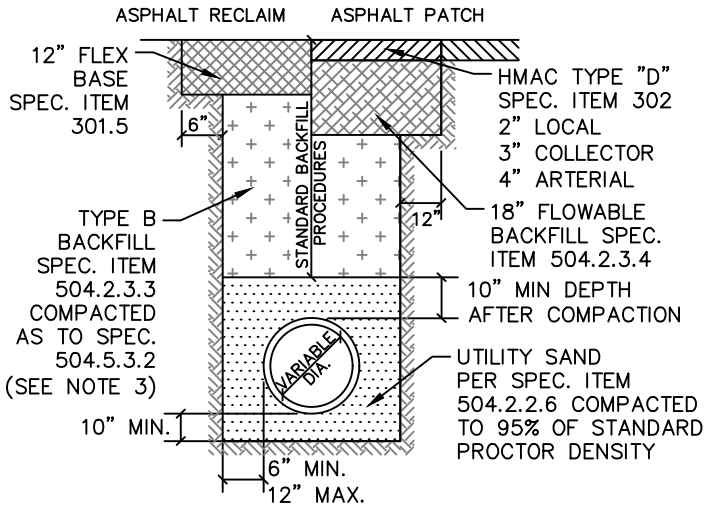
STORM DRAIN

SHEET NO.	DESCRIPTION
SD-01A	STANDARD STORM DRAIN CURB INLET
SD-01B	STANDARD CURB INLET THROAT
SD-02A	RECESSED CURB INLET
SD-02B	RECESSED CURB INLET THROAT
SD-03	INLET REINFORCEMENT
SD-04	STANDARD DROP INLET
SD-05	STANDARD 4-FOOT SQUARE STORM DRAIN MANHOLE
SD-06	MANHOLE COVER RIVER LOGO
SD-07	REINFORCED CONCRETE COLLAR AND MISCELLANOUS DETAILS
SD-08	STANDARD STORM DRAIN EMBEDMENT AND BACKFILL

NOTE:
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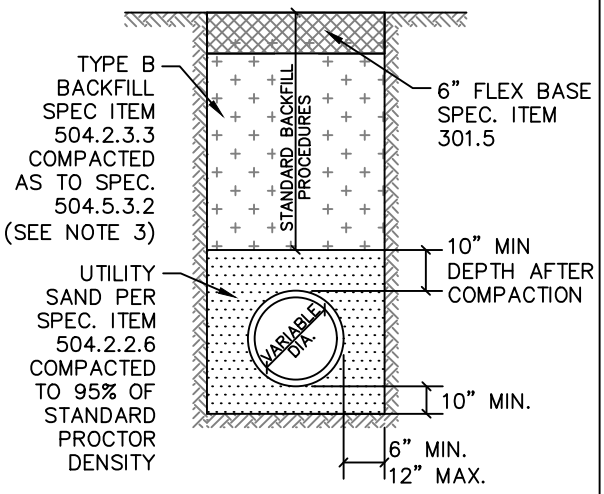


UNPAVED AREA

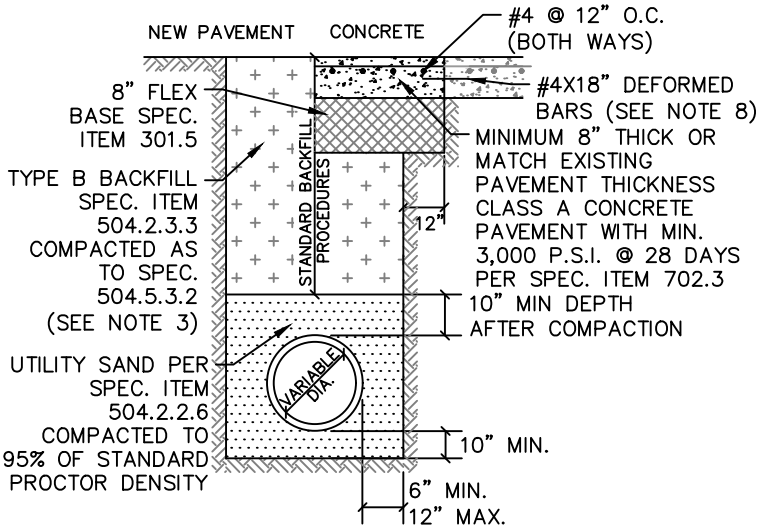


NOTE: FOR NEW STREETS, BACKFILL MAY BE EXTENDED TO THE TOP OF THE TRENCH

ASPHALT PAVEMENT



GRAVEL SURFACE

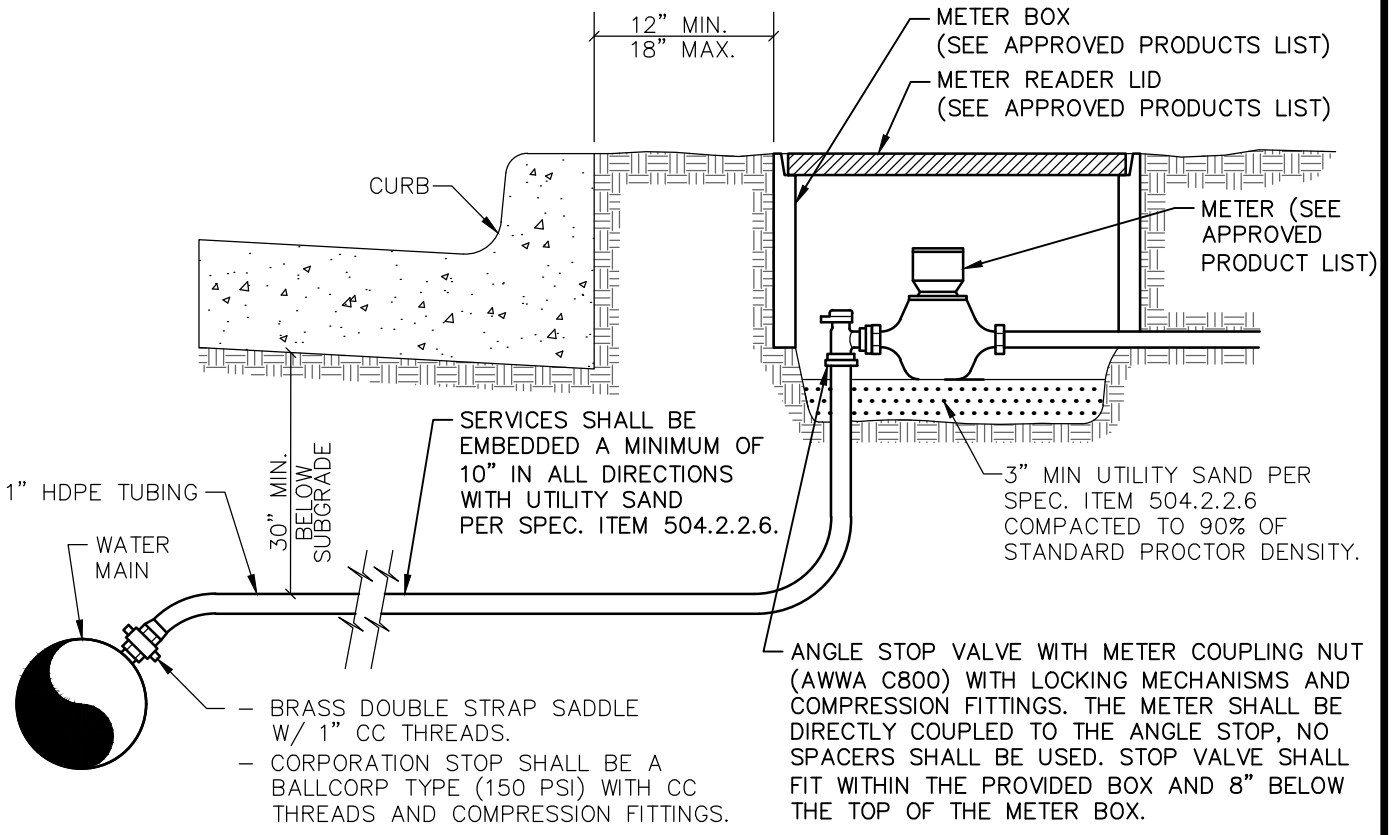


CONCRETE PAVEMENT

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. AT THE END OF EACH WORK DAY ALL SPOILS SHALL BE REMOVED FROM THE CITY R.O.W. UNLESS PRIOR WRITTEN PERMISSION IS OBTAINED FROM THE CITY TO STORE SPOILS IN DESIGNATED SPOIL STORAGE AREAS THAT DO NOT OBSTRUCT AUTOMOBILE OR PEDESTRIAN TRAFFIC.
3. ROCKS GREATER THAN 4" IN DIAMETER SHALL BE REMOVED FROM ANY NATIVE MATERIAL USED AS BACKFILL.
4. TOPSOIL SHALL BE 4" IN DEPTH AND SHALL BE LOOSE AND FREE OF ROCKS OR CLODS GREATER THAN 1/4" IN DIAMETER. ALL TOPSOIL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
5. ALL PAVEMENT SHALL BE REMOVED ALONG NEAT SAW CUT LINES PER SPEC. ITEM 402.3.
6. BLUE UNDERGROUND WATER LINE WARNING TAPE OF MIN 4" WIDTH SHALL BE INSTALLED ABOVE THE EMBEDMENT MATERIAL.
7. A MAXIMUM OF 50 FT OF OPEN TRENCH WILL BE ALLOWED AT ANY TIME, UNLESS APPROVED BY THE CITY.
8. DEFORMED BARS DOWELED AND EPOXYED MIN. 6" INTO EXISTING PAVEMENT @ 12" O.C. (TYP).

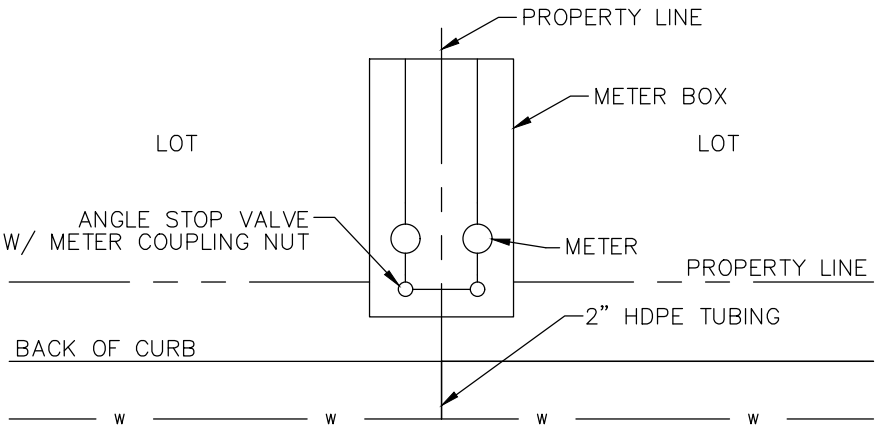
City of Saginaw **Construction Standards**	STANDARD WATER LINE EMBEDMENT AND BACKFILL	**REVISED** **AUG 2020** W-01



SINGLE METER SERVICE LAYOUT

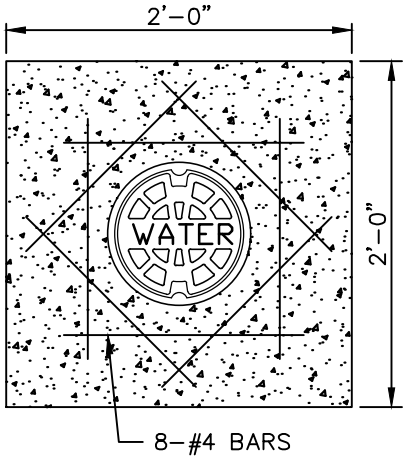
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. 1–1/2" METERS SHALL NOT BE ACCEPTED.
3. ALL RESIDENTIAL SERVICES SHALL BE 3/4" BULLHEAD ASSEMBLY SET ON PROPERTY LINE.
4. NO FLARED FITTINGS ALLOWED.
5. DO NOT USE PIPE DOPE OR GLUE.
6. INDICATE LOCATION OF WATER SERVICE WITH A 3" TALL "W" INSCRIBED IN THE FACE OF THE CURB.
7. BULLHEAD CONNECTIONS SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
8. METER BOX SHALL BE H–20 RATED IF IN DRIVEWAY.



BULLHEAD SERVICE LAYOUT

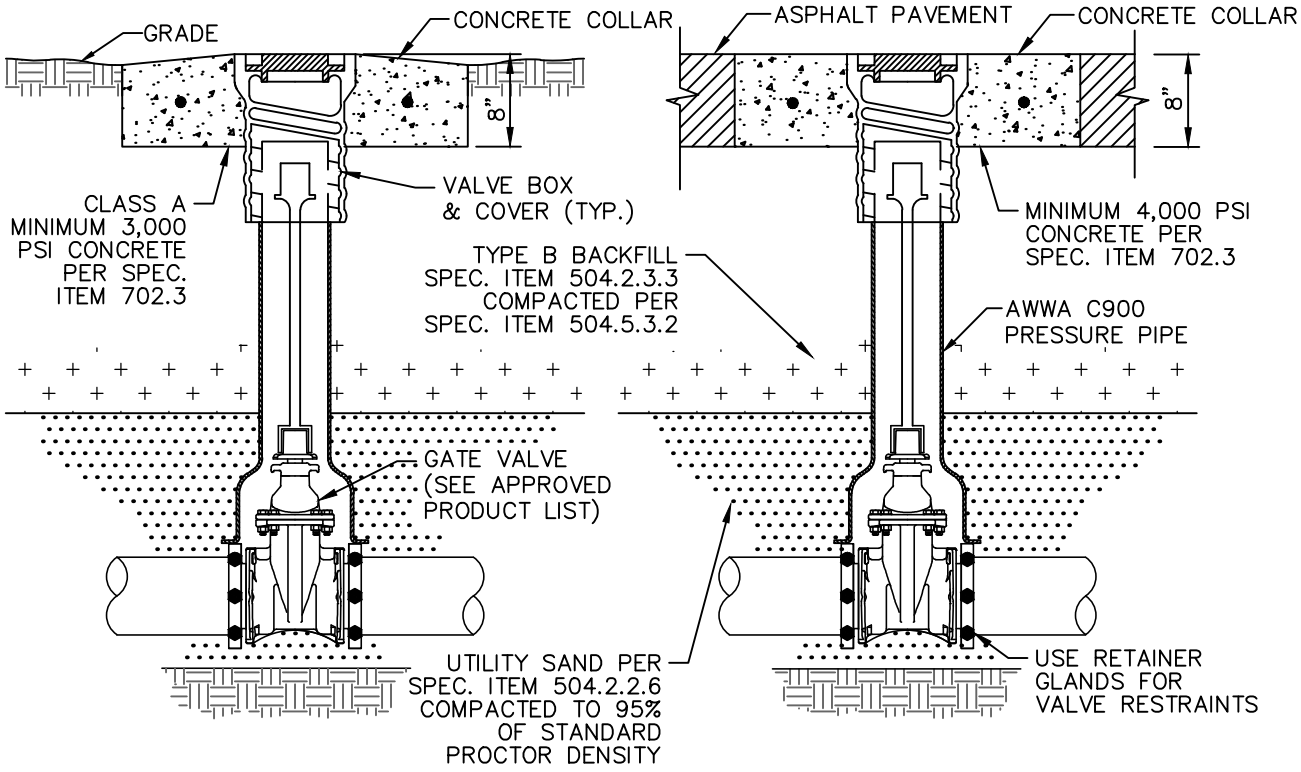
City of Saginaw **Construction Standards**	WATER SERVICE CONNECTION	**REVISED AUG 2020** W-02



CONCRETE COLLAR

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. GATE VALVE SHALL BE RESILIENT SEAT TYPE WITH A NON RISING STEM, A 2-INCH SQUARE OPERATOR, AND A FULLY ENCAPSULATED WEDGE. RESILIENT SEAT GATE VALVE SHALL CONFORM TO AWWA C509.
3. THE VALVE AND JOINT ASSEMBLIES SHALL BE WRAPPED IN POLYETHYLENE ACCORDING TO AWWA C105.
4. THE JOINT TYPE SHALL BE MECHANICAL JOINT UNLESS OTHERWISE SPECIFIED IN THE PLANS.
5. STEM EXTENSIONS ARE REQUIRED WHEN THE DEPTH TO THE TOP OF THE OPERATING NUT EQUALS OR EXCEEDS 3 FEET.
6. BOX TOP INSETS ARE REQUIRED IN ALL BOX INSTALLATIONS.
7. 16" AND LARGER GATE VALVES REQUIRE CONCRETE BLOCK UNDER THE VALVE BODY. CONCRETE BLOCK SHALL BE 12"X12"X6" CLASS B MINIMUM 2,000 P.S.I. CONCRETE BASE PER SPEC. ITEM 702.3.
8. MARK LINE SIZE AND DIRECTION IN BASE BLOCK WITH LETTERS A MINIMUM OF 1-INCH IN HEIGHT.
9. GATE VALVE SHALL BE OPEN LEFT, COUNTER-CLOCKWISE.
10. CONCRETE COLLARS ARE NOT REQUIRED IN CONCRETE PAVEMENT.

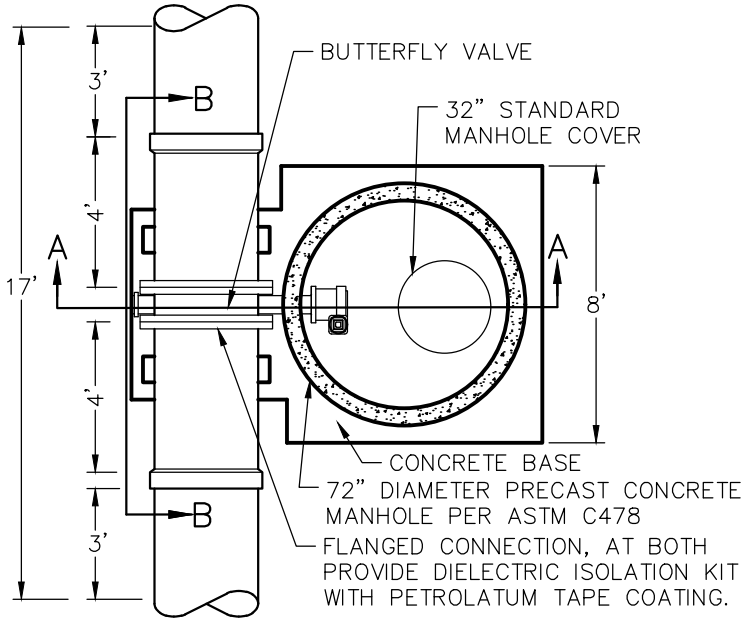


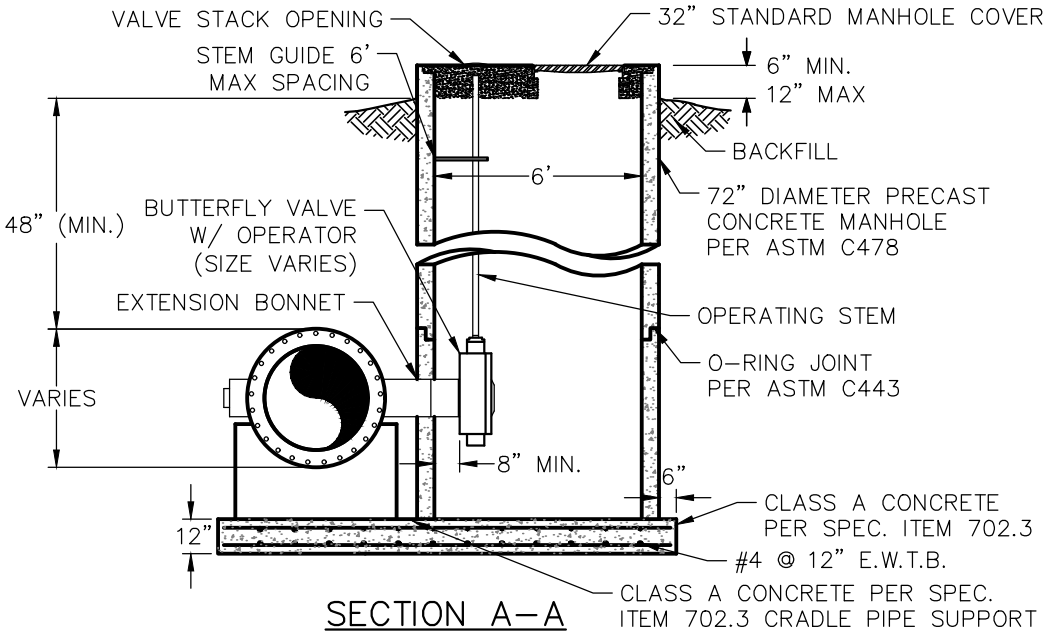
VALVES IN YARDS OR OTHER AREAS NOT SUBJECT TO TRAFFIC

VALVES WITHIN ROADWAYS OR OTHER PAVED OR SURFACED AREAS

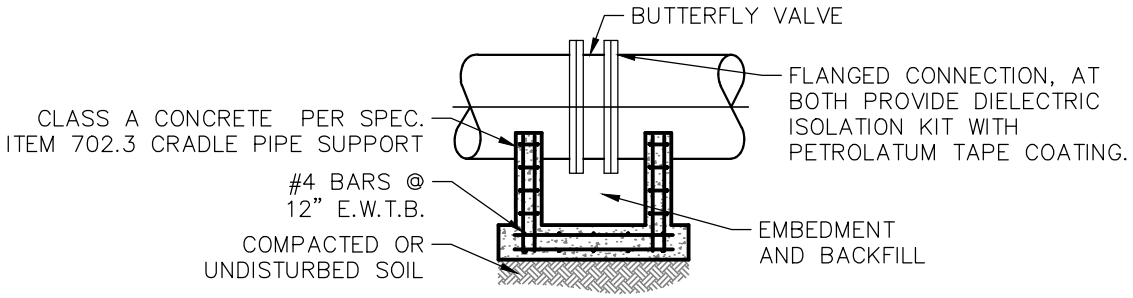
City of Saginaw **Construction Standards**	WATER VALVE AND BOX INSTALLATION	**REVISED AUG 2020** W-03

NOTE:
ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.



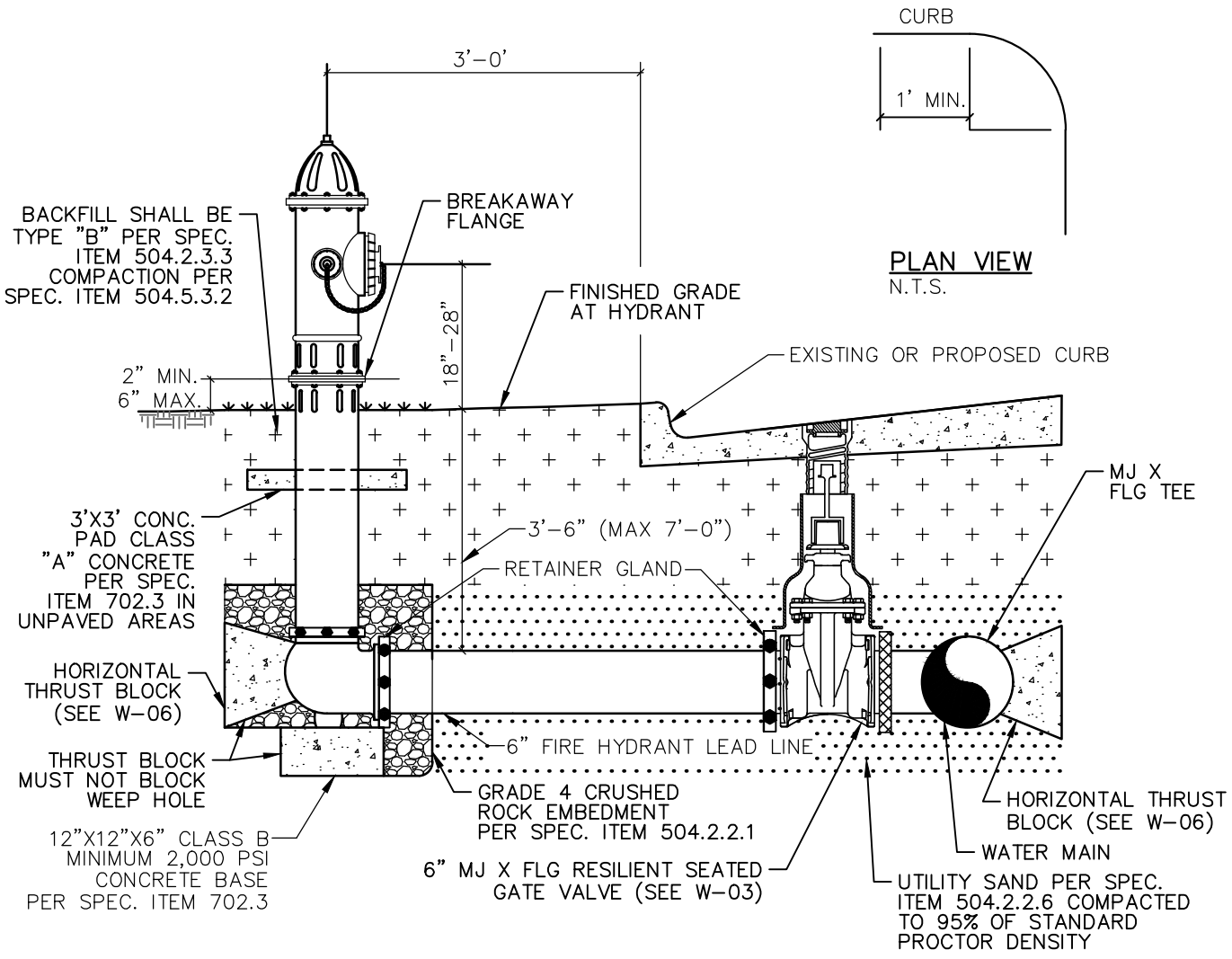


SECTION A-A



SECTION B-B

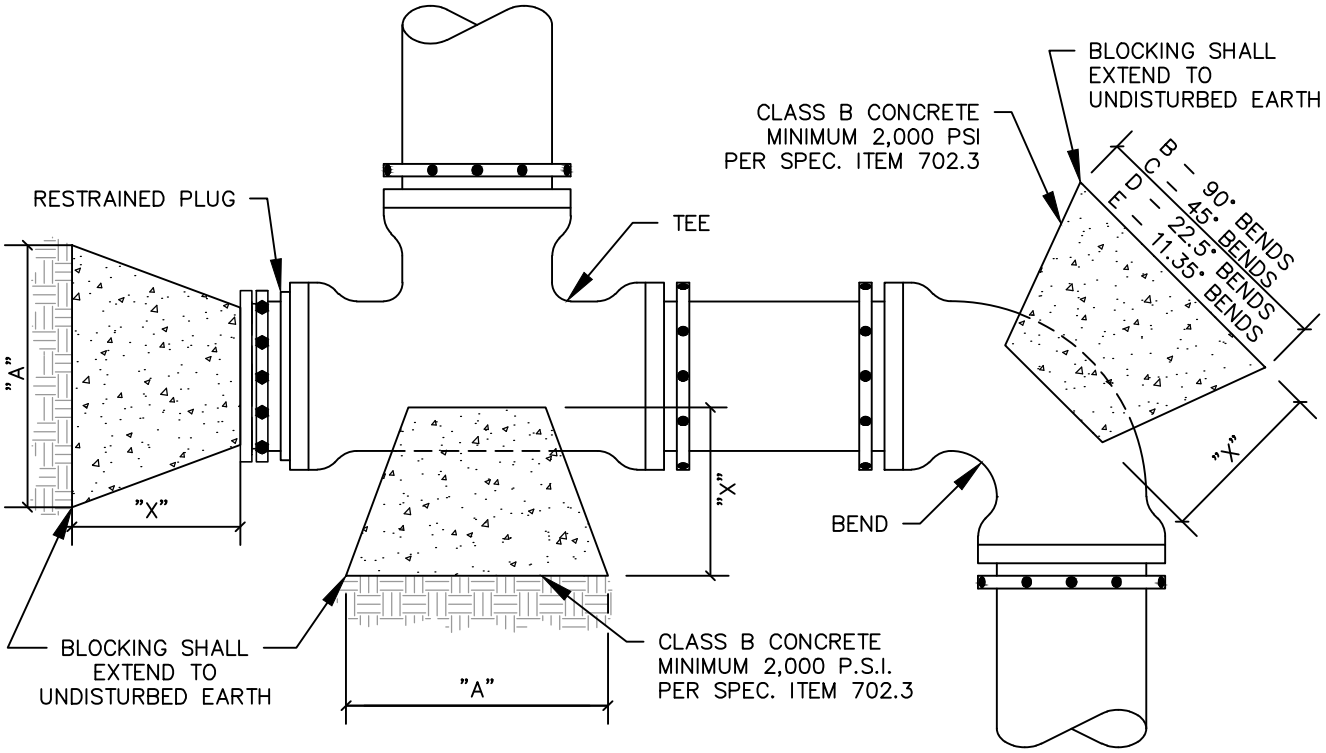
City of Saginaw **Construction Standards**	BUTTERYFLY VALVE AND INSTALLATION	**REVISED AUG 2020** W-04



NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. ALL FIRE HYDRANTS SHALL CONFORM TO AWWA C502. FIRE HYDRANTS SHALL HAVE A 5 1/4" MIN VALVE OPENING AND AN INSIDE BARREL DIAMETER OF APPROXIMATELY 7". ALL HYDRANTS SHALL BE EQUIPPED WITH A BREAKAWAY FLANGE.
3. ALL BELOW GROUND IRON ASSEMBLES SHALL BE WRAPPED IN POLYETHYLENE ACCORDING TO AWWA C105.
4. RESILIENT SEATED GATE VALVE SHALL CONFORM TO AWWA C509.
5. FIRE HYDRANT LEADS GREATER THAN A SINGLE PIPE JOINT REQUIRE JOINT THRUST RETAINERS.
6. FIRE HYDRANT SHALL BE PLACED ON THE EXTENDED LOT LINE WHEN POSSIBLE.
7. FIRE HYDRANT SHALL BE LOCATED A MINIMUM 1 FT. OUTSIDE OF THE AREA BETWEEN THE P.C.'S OF THE CORNER TURNING RADIS AT THE INTERSECTIONS. (SEE PLAN VIEW)
8. FIRE HYDRANT NO CLOSER THAN 12" TO EXISTING OR PROPOSED SIDEWALKS.
9. ALL FIRE HYDRANTS SHALL BE AT LEAST 42 INCHES FROM ANY ABOVE GROUND OBSTRUCTIONS, SUCH AS GUARDRAILS, RETAINING WALLS, BOLLARDS, ETC.
10. SEE APPROVED PRODUCTS LIST FOR ACCEPTABLE FIRE HYDRANT MANUFACTURERS.
11. FIRE HYDRANT SHALL BE PAINTED SAFETY RED. PAINT MUST BE BRUSHED ON, IT MAY NOT BE SPRAYED. SEE APPROVED PRODUCTS LIST.
12. FIRE HYDRANT SHALL BE OPEN LEFT, COUNTER-CLOCKWISE.

City of Saginaw **Construction Standards**	FIRE HYDRANT INSTALLATION	**REVISED AUG 2020** W-05



HORIZONTAL BLOCKING TABLE

PIPE SIZE	"X" DIM.	PLUGS & TEES		90° BENDS		45° BENDS		22.50° BENDS		11.25° BENDS	
		"A"	MIN. AREA (sf)	"B"	MIN. AREA (sf)	"C"	MIN. AREA (sf)	"D"	MIN. AREA (sf)	"E"	MIN. AREA (sf)
6"	1'–6"	1'–9"	3.18	2'–1"	4.50	1'–7"	2.43	1'–1"	1.24	1'–0"	1.00
8"	1'–6"	2'–5"	5.65	2'–10"	8.00	2'–1"	4.33	1'–6"	2.21	1'–1"	1.11
10"	1'–6"	3'–0"	8.84	3'–6"	12.50	2'–7"	6.76	1'–10"	3.45	1'–4"	1.73
12"	1'–6"	3'–7"	12.72	4'–3"	17.99	3'–1"	9.74	2'–3"	4.96	1'–7"	2.49
16"	2'–0"	4'–9"	22.62	5'–8"	31.99	4'–2"	17.31	2'–12"	8.83	2'–1"	4.43

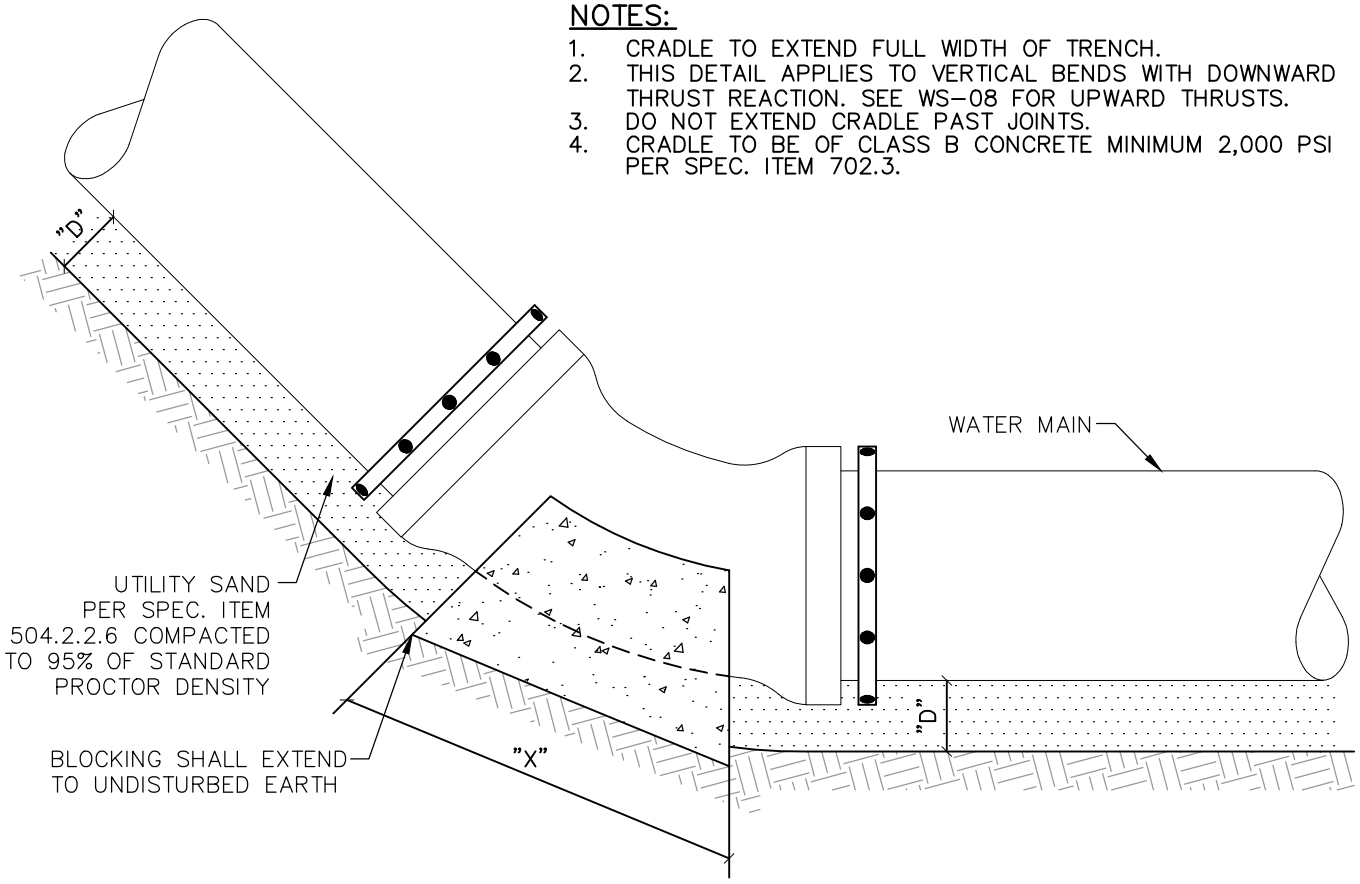
DIMENSION "X" TO BE A MINIMUM OF 1'–6", BUT IS TO BE INCREASED WHERE NECESSARY TO PROVIDE BEARING AGAINST UNDISTURBED TRENCH WALL.

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. BEARING AREAS SHOWN ARE BASED ON 225 PSI TEST PRESSURE, 3,000 PSF ALLOWABLE SOIL BEARING PRESSURE, AND 1.5 SAFETY FACTOR.
3. THE ENGINEER SHALL PROVIDE A SEPARATE BLOCKING TABLE WHEN THE CONDITIONS DO NOT MEET THE ABOVE ASSUMPTIONS.
4. WRAP ALL BELOW GROUND IRON ASSEMBLIES IN POLYETHYLENE ACCORDING TO AWWA C105.
5. ALL TEES, BENDS, PLUGS, ETC. SHALL BE MECHANICALLY RESTRAINED.
6. BLOCKING FOR LINES LARGER THAN 16" SHALL BE DESIGNED FOR THE SPECIFIC LOCATION AND SHOWN ON THE DRAWINGS.

NOTES:

1. CRADLE TO EXTEND FULL WIDTH OF TRENCH.
2. THIS DETAIL APPLIES TO VERTICAL BENDS WITH DOWNWARD THRUST REACTION. SEE WS–08 FOR UPWARD THRUSTS.
3. DO NOT EXTEND CRADLE PAST JOINTS.
4. CRADLE TO BE OF CLASS B CONCRETE MINIMUM 2,000 PSI PER SPEC. ITEM 702.3.



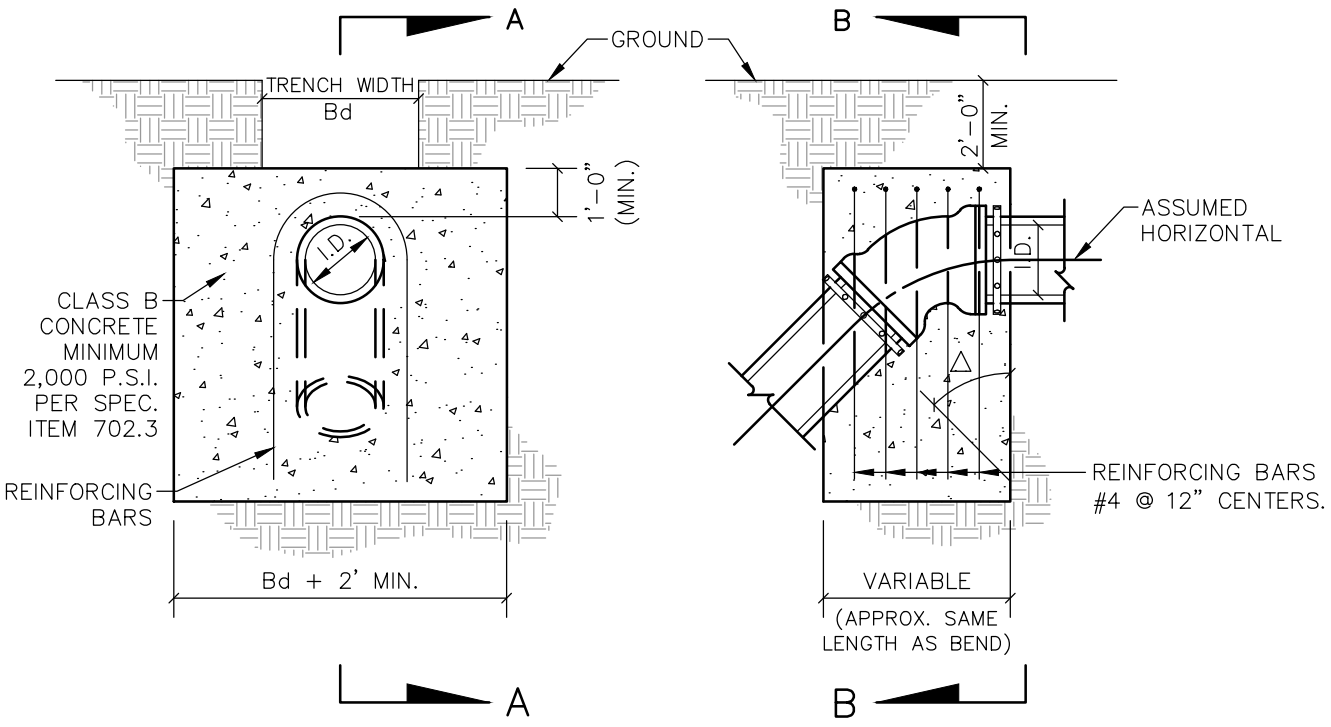
CONCRETE CRADLE TABLE

"D" = 6" MINIMUM OR TO UNDISTURBED SOIL

PIPE SIZE	90° BENDS		45° BENDS		22.50° BENDS		11.25° BENDS	
	"X"	MIN. AREA (sf)	"X"	MIN. AREA (sf)	"X"	MIN. AREA (sf)	"X"	MIN. AREA (sf)
6"	2–1"	4.50	1'–7"	2.43	1'–1"	1.24	1'–0"	1.00
8"	2–10"	8.00	2'–1"	4.33	1'–6"	2.21	1'–1"	1.11
10"	3'–6"	12.50	2'–7"	6.76	1'–10"	3.45	1'–4"	1.73
12"	4'–3"	17.99	3'–1"	9.74	2'–3"	4.96	1'–7"	2.49
16"	5'–8"	31.99	4'–2"	17.31	3'–0"	8.83	2'–2"	4.43

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. BEARING AREAS SHOWN ARE BASED ON 225 PSI TEST PRESSURE, 3,000 PSF ALLOWABLE SOIL BEARING PRESSURE, AND 1.5 SAFETY FACTOR.
3. THE ENGINEER SHALL PROVIDE A SEPARATE BLOCKING TABLE WHEN THE CONDITIONS DO NOT MEET THE ABOVE ASSUMPTIONS.
4. WRAP ALL BELOW GROUND IRON ASSEMBLIES IN POLYETHYLENE ACCORDING TO AWWA C105.
5. ALL TEES, BENDS, PLUGS, ETC. SHALL BE MECHANICALLY RESTRAINED BY MEGALUG OR APPROVED EQUAL.
6. BLOCKING FOR LINES LARGER THAN 16" SHALL BE DESIGNED FOR THE SPECIFIC LOCATION AND SHOWN ON THE DRAWINGS.



ELEVATION "B–B"

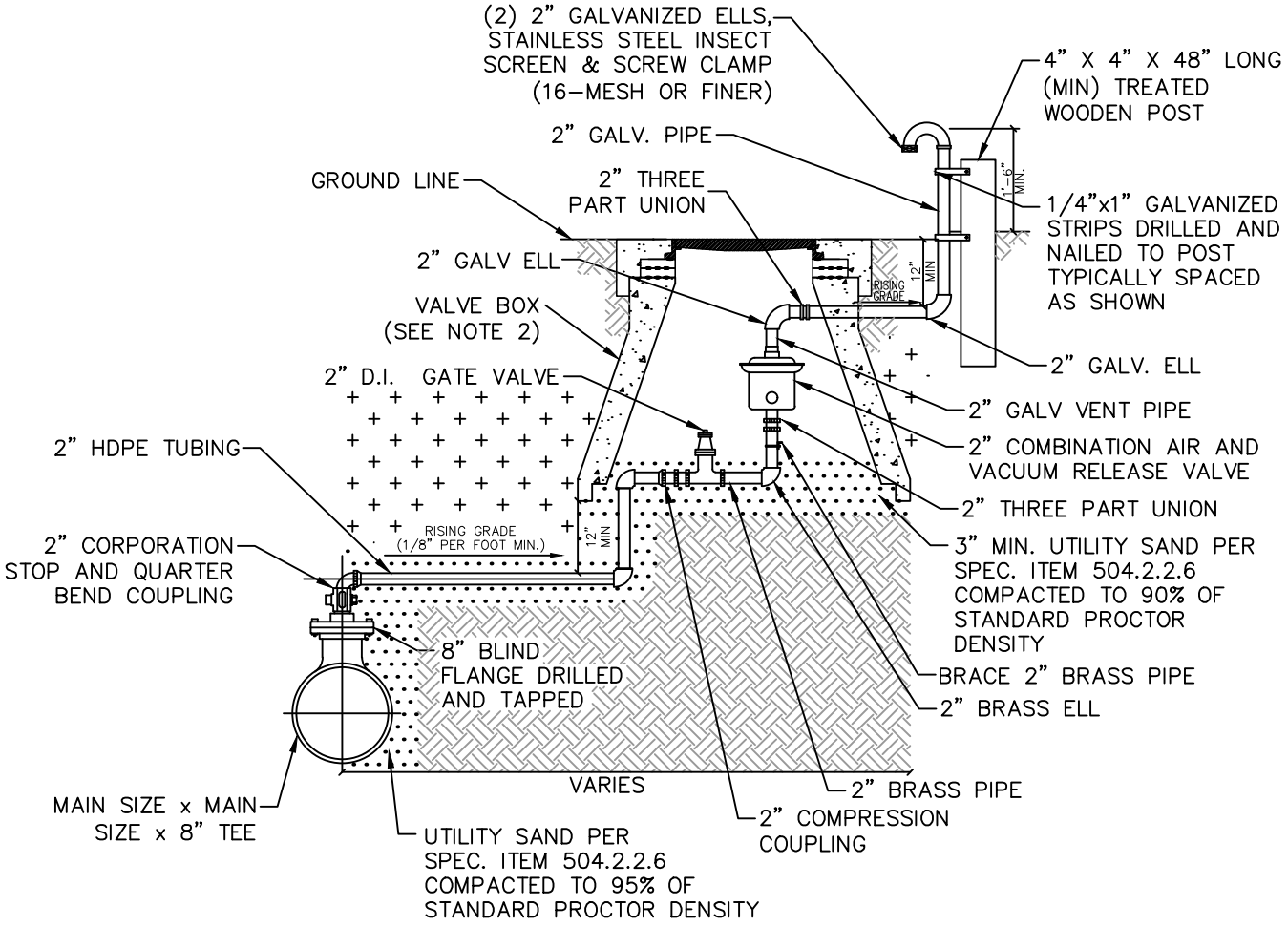
SECTION "A–A"

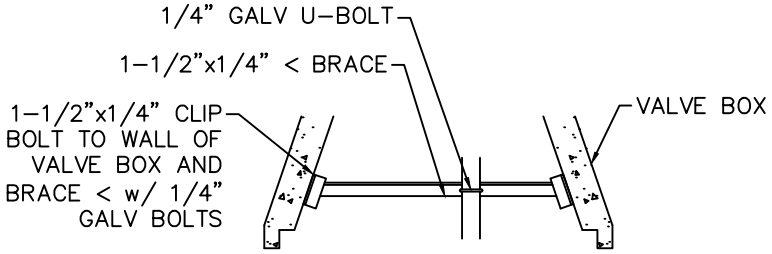
VERTICAL THRUST BLOCK TABLE

△	11.25°		22.50°		45.00°		90.00°	
I.D. (IN.)	MIN #4 BARS	VOL. (C.Y.)	MIN #4 BARS	VOL. (C.Y.)	MIN #4 BARS	VOL. (C.Y.)	MIN #4 BARS	VOL. (C.Y.)
6	1	0.5	1	1.0	1	1.8	2	2.5
8	1	0.5	1	1.0	2	1.8	3	2.5
10	1	1.1	2	2.2	3	4.0	5	5.7
12	1	1.1	2	2.2	4	4.0	7	5.7
16	1	2.5	4	4.9	7	9.0	12	12.7

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE VOLUMES SHOWN ARE BASED ON 225 PSI TEST PRESSURE, 3,000 PSF ALLOWABLE SOIL BEARING PRESSURE, AND 1.5 SAFETY FACTOR.
3. BAR QUANTITIES ARE BASED ON 30 KSI #4 STEEL REINFORCEMENT BAR AND A SAFETY FACTOR OF 1.5.
4. THE ENGINEER SHALL PROVIDE A SEPARATE BLOCKING TABLE WHEN THE CONDITIONS DO NOT MEET THE ABOVE ASSUMPTIONS.
5. WRAP ALL BELOW GROUND IRON ASSEMBLIES IN POLYETHYLENE ACCORDING TO AWWA C105.
6. ALL TEES, BENDS, PLUGS, ETC. SHALL BE MECHANICALLY RESTRAINED.
7. BLOCKING FOR LINES LARGER THAN 16" SHALL BE DESIGNED FOR THE SPECIFIC LOCATION AND SHOWN ON THE DRAWINGS.



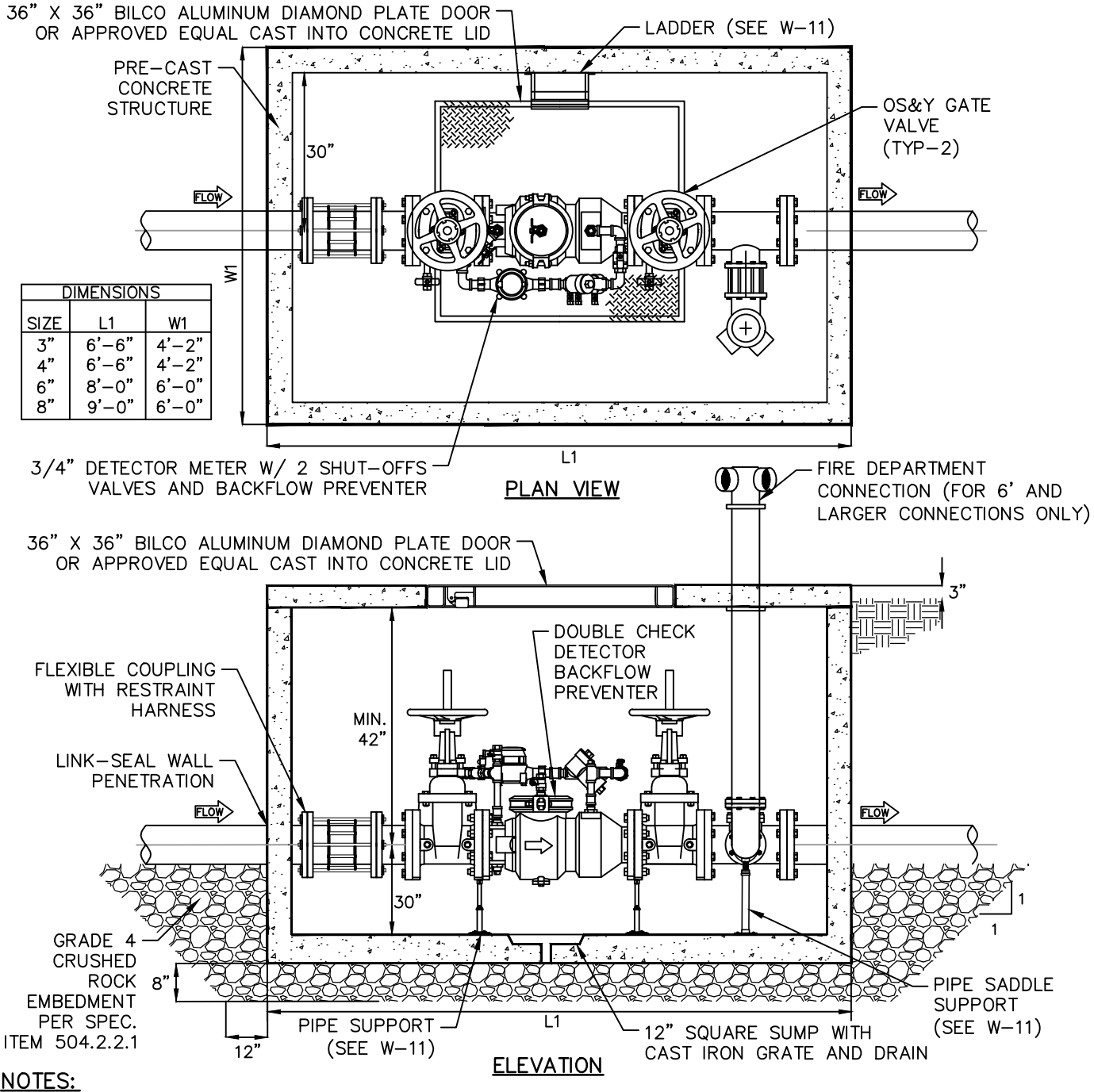


BRACE DETAIL

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. VALVE BOX SHALL BE 48" ASTM-C478 CONCENTRIC MANHOLE CONE WITH RING AND COVER.
3. AIR RELEASE VALVES SHALL BE IN ACCORDANCE WITH AWWA C512 AND AWWA M51.
4. SEE APPROVED PRODUCT LIST FOR ACCEPTABLE AIR RELEASE VALVE MANUFACTURERS.

City of Saginaw **Construction Standards**	AIR RELEASE VALVE	**REVISED AUG 2020** W-09



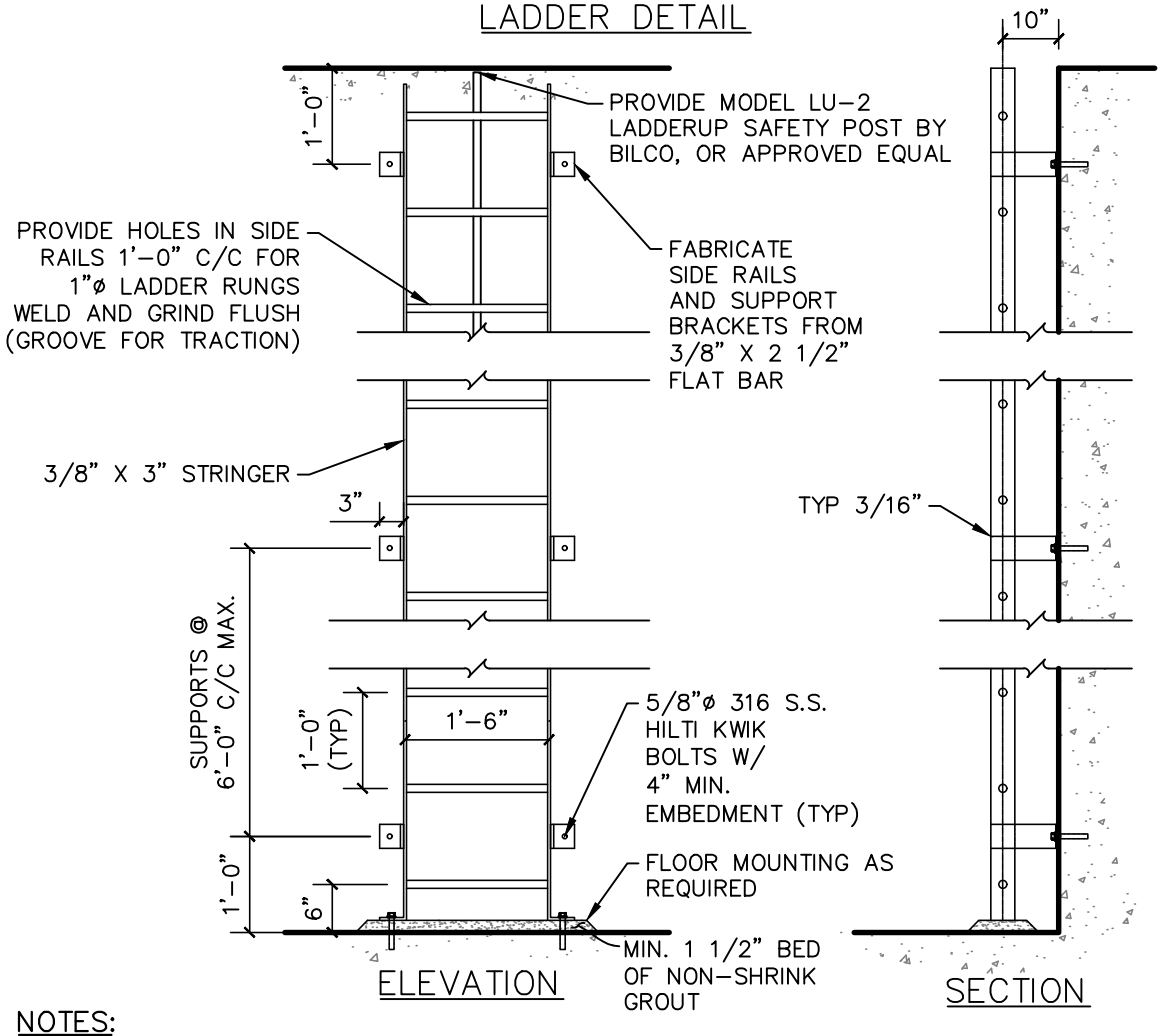
DIMENSIONS		
SIZE	L1	W1
3"	6'-6"	4'-2"
4"	6'-6"	4'-2"
6"	8'-0"	6'-0"
8"	9'-0"	6'-0"

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. NOTIFY THE CITY PRIOR TO CONSTRUCTION OF METER VAULT OR BY-PASS ASSEMBLY.
3. THE VAULT SHALL NOT BE INSTALLED IN ANY DRIVING OR PARKING AREAS AND MUST BE LOCATED IN A UTILITY EASEMENT DEDICATED TO THE CITY OF SAGINAW.
4. THE CONTRACTOR MAY HAVE THE WALL CORED BEFORE INSTALLATION OF VAULT AND PIPING. BREAKING OF THE WALL WITH A JACKHAMMER IS NOT PERMITTED.
5. ALL PIPING SHALL BE DUCTILE IRON. ALL PIPING AND EQUIPMENT IN VAULT SHALL BE COATED PER MANUFACTURER FOR THE INTENDED USE.

City of Saginaw **Construction Standards**	DOUBLE CHECK DETECTOR VAULT	**REVISED AUG 2020** W-10

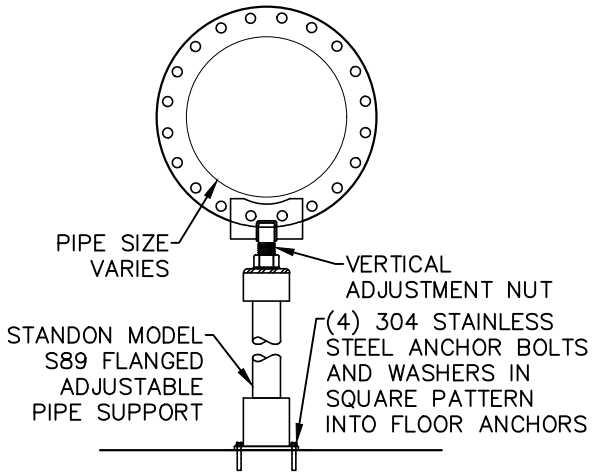
LADDER DETAIL



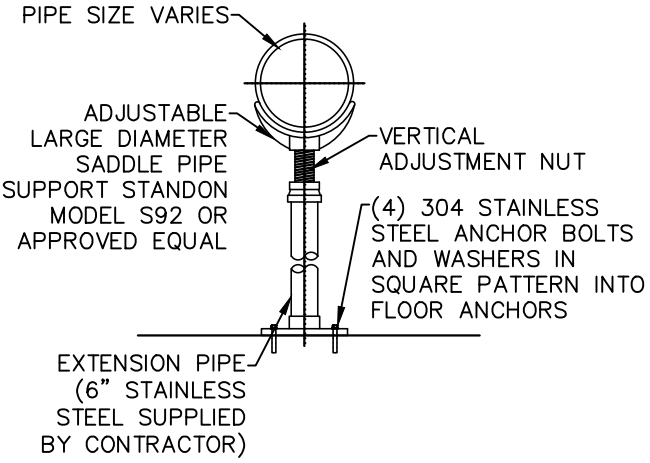
NOTES:

1. ALL STEEL MEMBERS SHALL BE GALVANIZED UNLESS OTHERWISE NOTED.

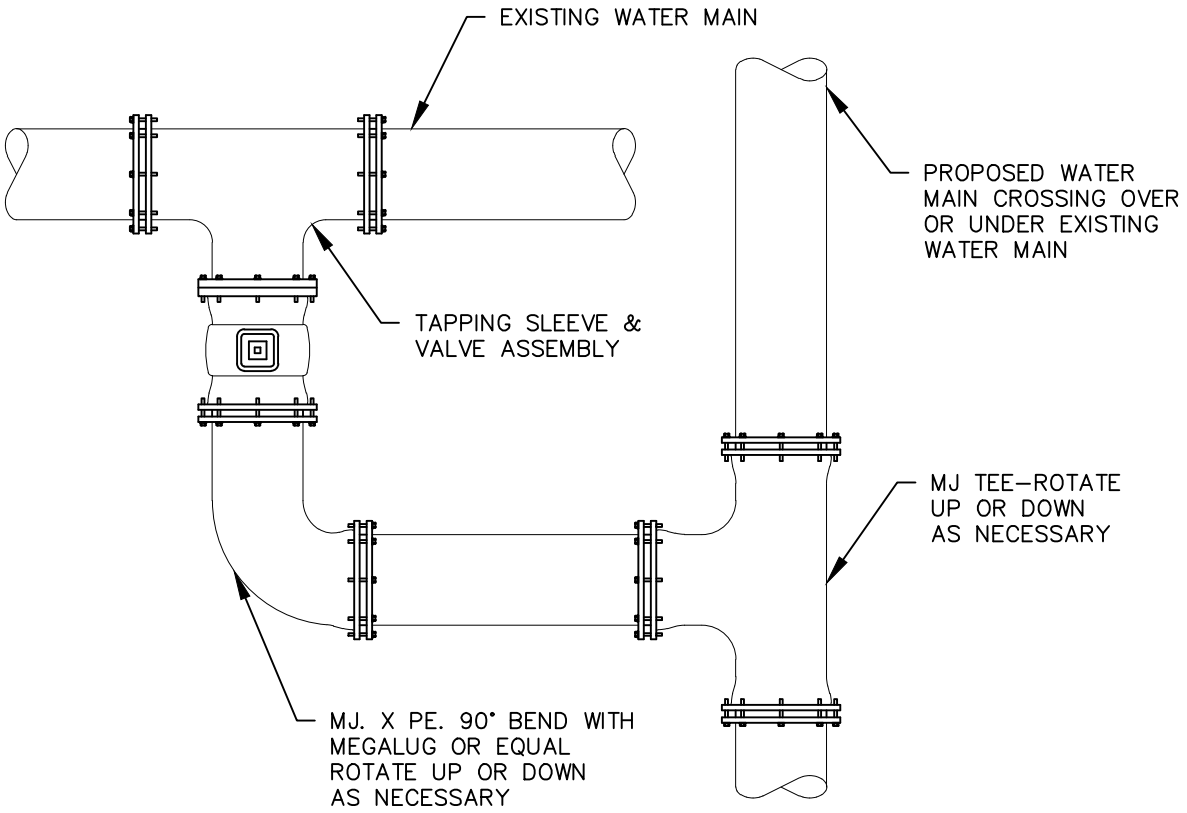
ADJUSTABLE FLANGE PIPE SUPPORT DETAIL



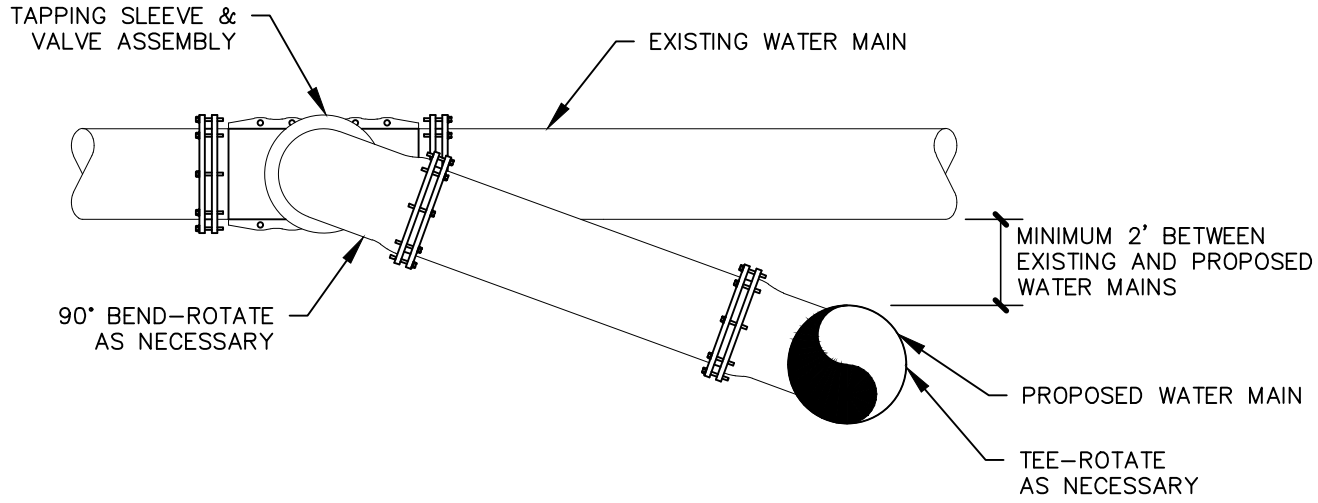
ADJUSTABLE SADDLE PIPE SUPPORT DETAIL



City of Saginaw **Construction Standards**	LADDER AND PIPE SUPPORT	**REVISED AUG 2020** W-11



PLAN

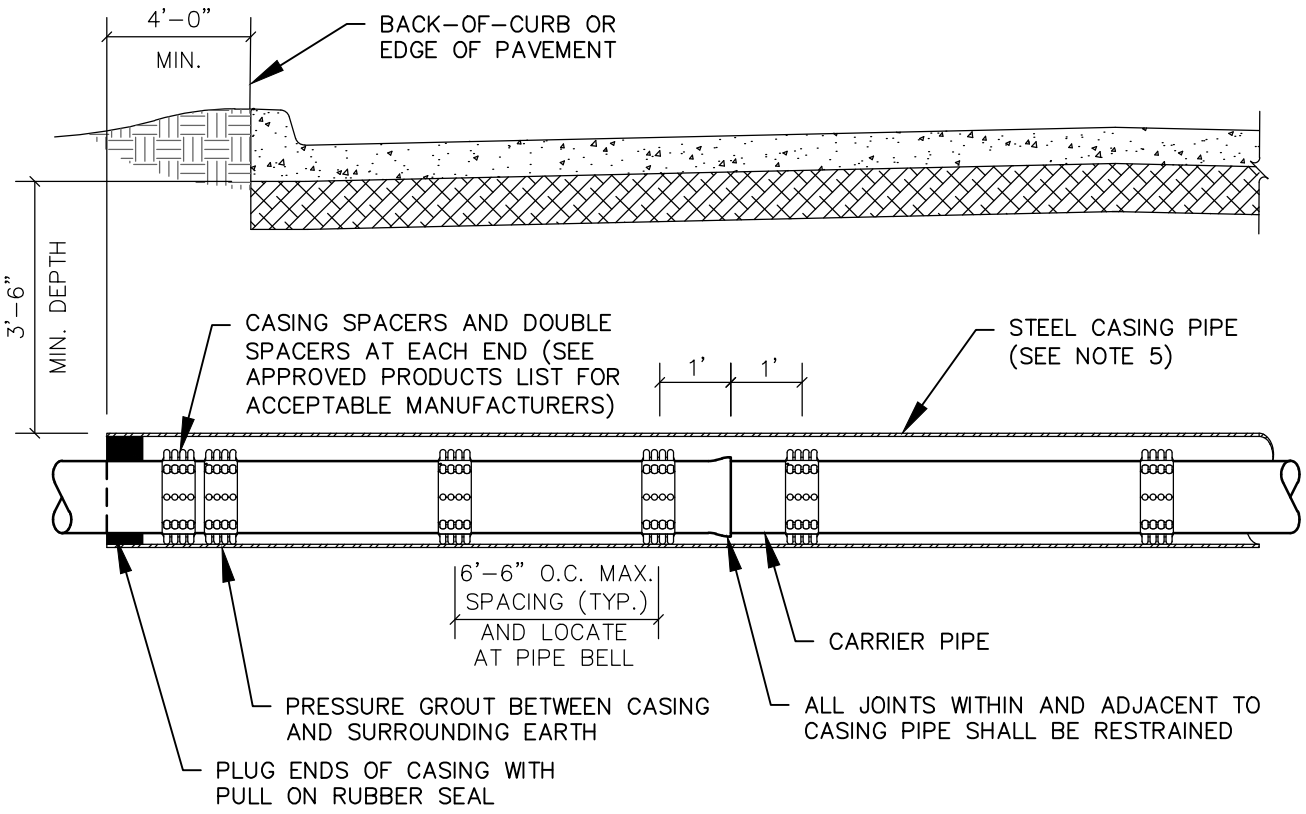


SECTION

NOTES:

1. WRAP ALL BELOW GROUND ASSEMBLIES IN POLYETHYLENE ACCORDING TO AWWA C105.
2. THE DIAMETER OF THE CONNECTING PIPE BETWEEN THE PROPOSED AND EXISTING WATER MAINS SHALL HAVE A DIAMETER EQUAL TO THE SMALLER OF THE TWO MAINS TO BE CONNECTED THROUGH THE PROPOSED RING CONNECTION.

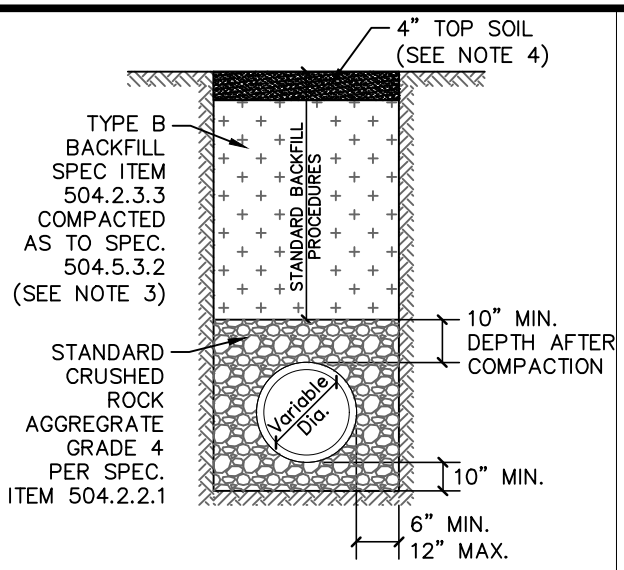
City of Saginaw **Construction Standards**	TYPICAL RING CONNECTION	**REVISED AUG 2020** W-12



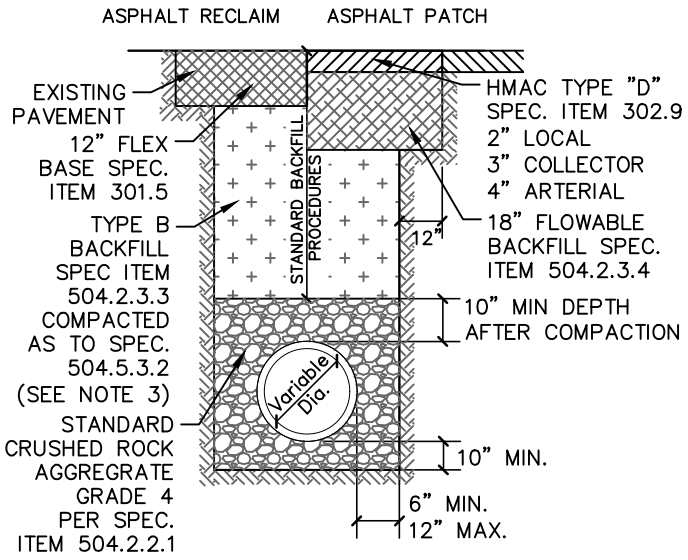
CASING DIAMETER	MIN. WALL THICKNESS
LESS THAN 12"	0.25"
14" – 18"	0.3125
20" – 24"	0.375"
26" – 32"	0.50"
34" – 42"	0.625"
GREATER THAN 42"	DESIGN BY ENGINEER

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. BORE PIT SHALL MEET OSHA AND STATE REQUIREMENTS.
3. WHERE A BORE IS TO BE PARTIALLY OR COMPLETELY ABANDONED, SAID BORE SHALL BE COMPLETELY FILLED WITH HYDRAULICALLY PLACED CEMENT GROUT.
4. THE EDGE OF BORE PIT SHALL BE A MINIMUM OF 4' BEHIND THE BACK OF CURB OR EDGE OF PAVEMENT.
5. STEEL CASING PIPE SHALL BE MINIMUM 35 KSI ASTM A139, GRADE B CARBON STEEL, AND SHALL HAVE A TAR–COAL EXPOXY COATING IN ACCORDANCE WITH AWWA C210.
6. CASING PIPE SHALL BE PLACED AT THE SAME SLOPE AS THE CARRIER PIPE TO ENSURE THAT THE CARRIER PIPE IS PLACED ALONG THE SPECIFIED GRADE. IF THE PROPER SLOPE CANNOT BE MAINTAINED, THE CASING SPACERS SHALL BE ADJUSTED SO THAT THE CARRIER PIPE IS PLACED AT THE SPECIFIED GRADE.

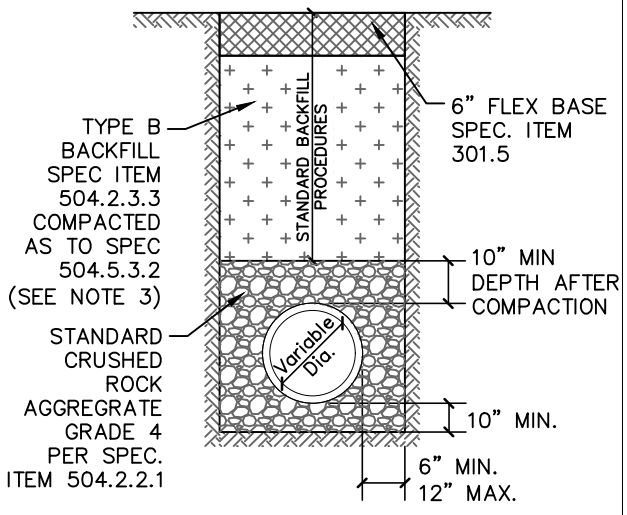


UNPAVED AREA

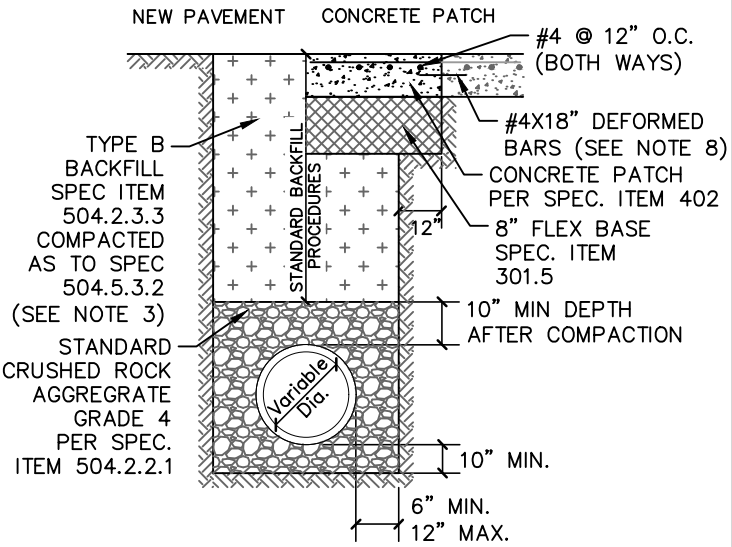


NOTE: FOR NEW STREETS, BACKFILL MAY BE EXTENDED TO THE TOP OF THE TRENCH

ASPHALT PAVEMENT



GRAVEL SURFACE

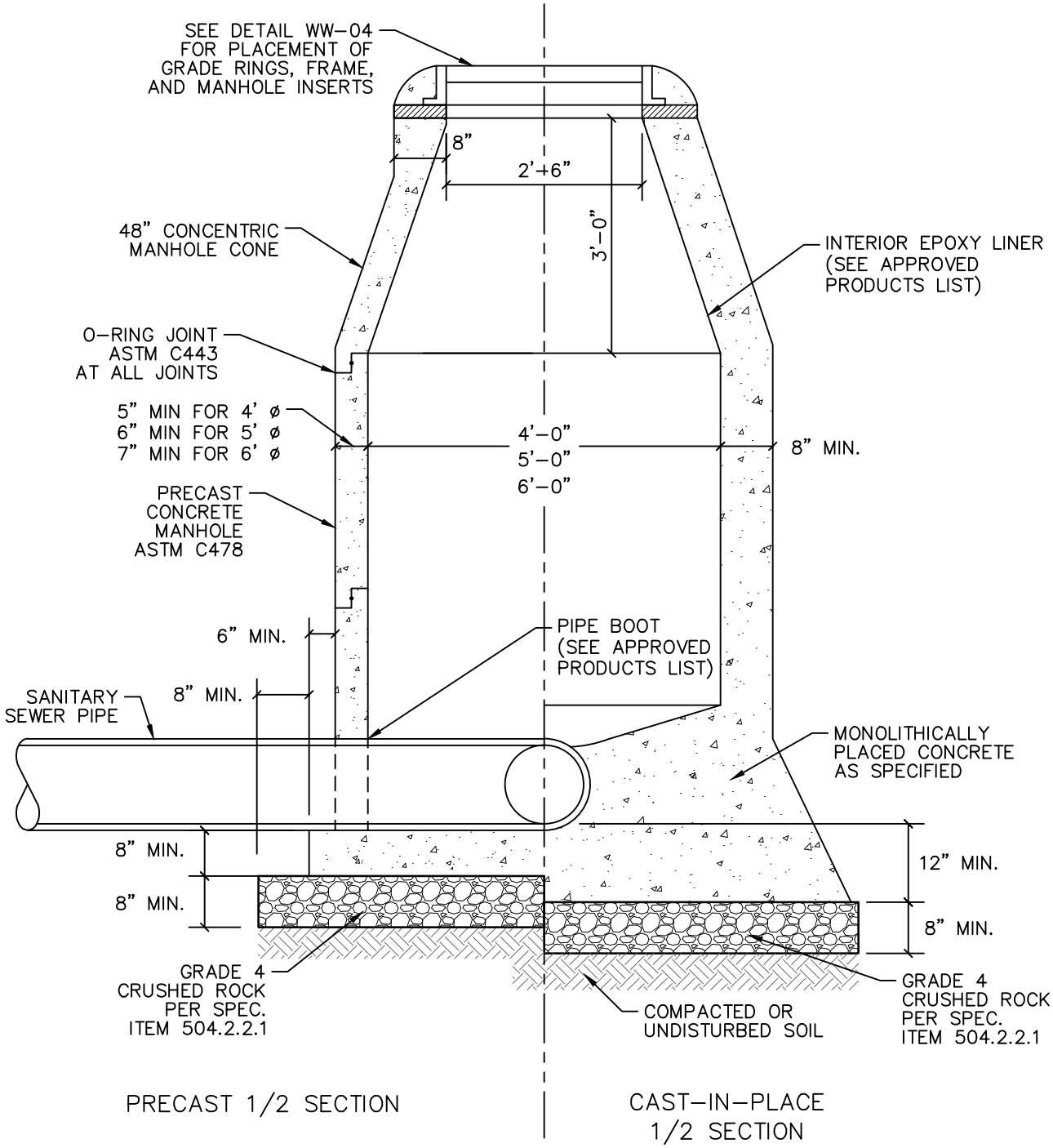


CONCRETE PAVEMENT

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. AT THE END OF EACH WORK DAY ALL SPOILS SHALL BE REMOVED FROM THE CITY R.O.W. UNLESS PRIOR WRITTEN PERMISSION IS OBTAINED FROM THE CITY TO STORE SPOILS IN DESIGNATED SPOIL STORAGE AREAS THAT DO NOT OBSTRUCT AUTOMOBILE OR PEDESTRIAN TRAFFIC.
3. ROCKS GREATER THAN 4" IN DIAMETER SHALL BE REMOVED FROM ANY NATIVE MATERIAL USED AS BACKFILL.
4. TOPSOIL SHALL BE 4" IN DEPTH AND SHALL BE LOOSE AND FREE OF ROCKS OR CLODS GREATER THAN 1/4" IN DIAMETER. ALL TOPSOIL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
5. ALL PAVEMENT SHALL BE REMOVED ALONG NEAT SAW CUT LINES PER SPEC. ITEM 402.3.
6. SEWER LINE WARNING TAPE OF MIN 4" WIDTH SHALL BE INSTALLED ABOVE THE EMBEDMENT MATERIAL.
7. A MAXIMUM OF 50 FT OF OPEN TRENCH WILL BE ALLOWED AT ANY TIME, UNLESS APPROVED BY THE CITY.
8. DEFORMED BARS DOWELED AND EPOXYED MIN. 6" INTO EXISTING PAVEMENT @ 12" O.C. (TYP).

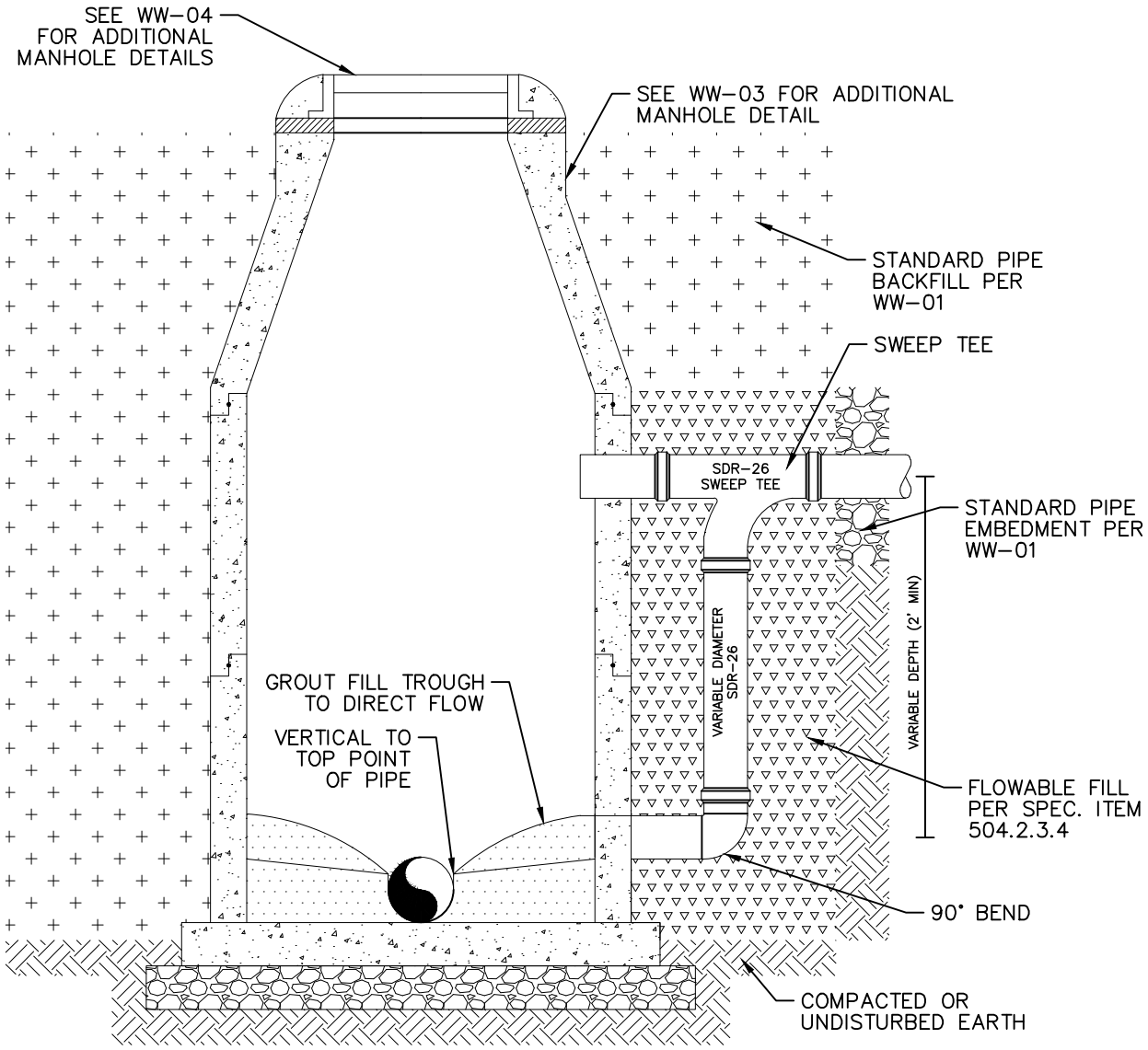
City of Saginaw **Construction Standards**	STANDARD SANITARY SEWER EMBEDMENT AND BACKFILL	**REVISED AUG 2020** WW-01



NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MANHOLES SHALL BE CONCENTRIC UNLESS OTHERWISE APPROVED BY THE CITY.
3. 4'X4' PAVEMENT INSERTS OF 6" 3000 PSI CONCRETE SHALL BE PROVIDED FOR MANHOLE LIDS.
4. INVERTS SHALL BE EQUAL TO OR GREATER THAN THE PIPE DIAMETER.

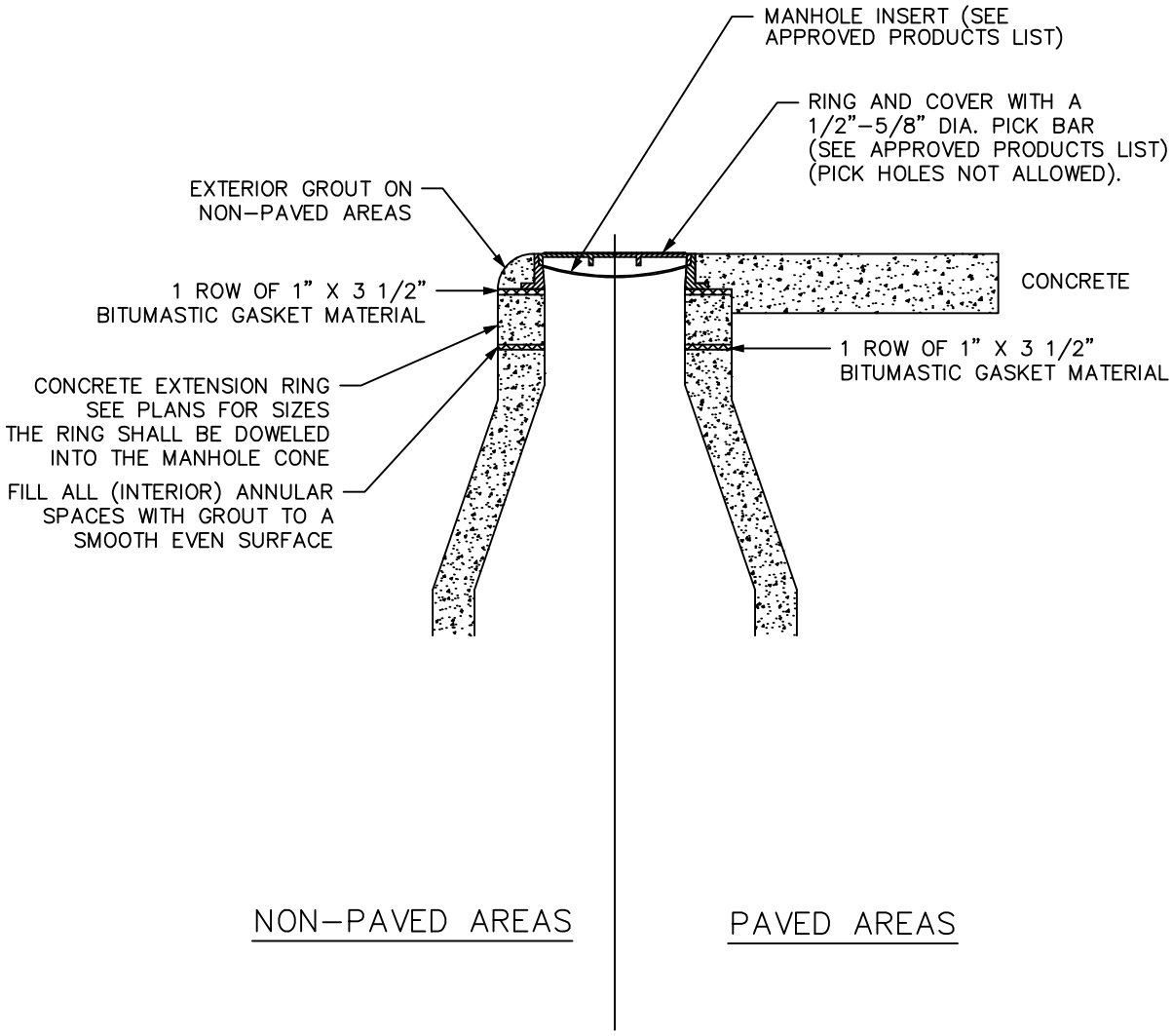
City of Saginaw **Construction Standards**	PRECAST AND CAST-IN-PLACE SANITARY SEWER MANHOLE	**REVISED AUG 2020** WW-02



ELEVATION A

NOTES:

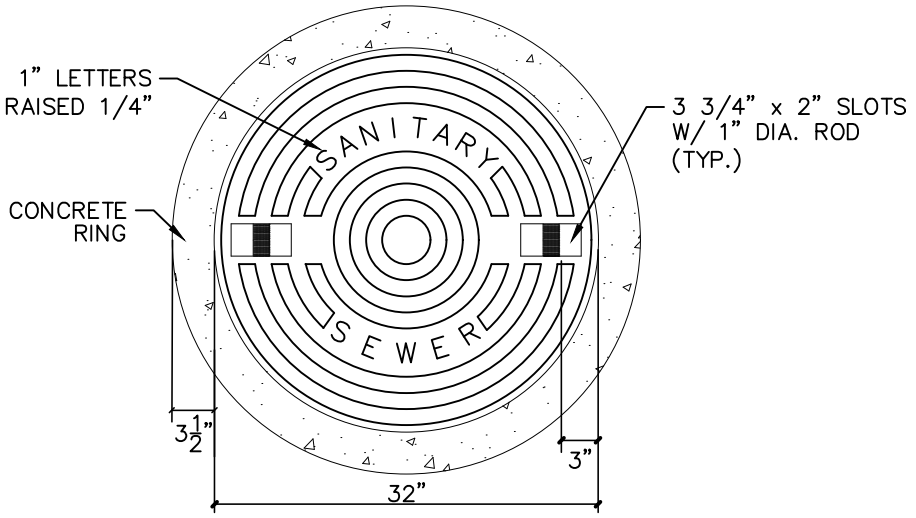
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. FLOWABLE FILL AROUND DROP PIPING SHALL BE A MINIMUM OF 24" IN ALL DIRECTIONS.
3. LOCATE FLOWLINE OF DROP LINE AT TOP OF EXISTING WASTEWATER LINE UNLESS NOTED OTHERWISE ON PLANS.



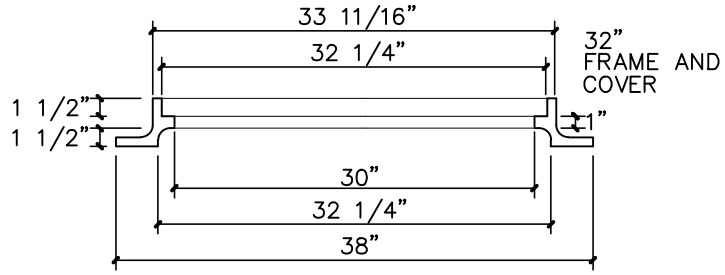
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. NO GAPS WILL BE ALLOWED IN BITUMASTIC GASKET.
3. MANHOLE OPENING SHALL BE A MINIMUM OF 30".
4. THERE SHALL BE A SMOOTH TRANSITION BETWEEN THE FRAME AND CONE OR GRADE RING, OR THE GRADE RING AND THE CONE.
5. MANHOLE INSERTS SHALL BE MADE OF HIGH–DENSITY POLYETHYLENE THAT MEETS ASTM D–1248, CLASS A, CATEGORY 5, TYPE 111 STANDARDS AND IS A UNIFORM THICKNESS OF 1/8" OR GREATER. AN ENVELOPE–STYLE GASKET, RIBBED ON ONE SIDE TO ENSURE A POSITIVE SEAL AND DESIGNATED NOT TO SEPARATE FROM THE INSERT DURING INSTALLATION AND REMOVAL, SHALL BE FURNISHED. INSERTS SHOULD PROVIDE A GAS RELEASE HOLE (1.8") HAVING A WATER LEAKAGE RATE NOT TO EXCEED 1.2 GPH TWO 1" WIDE NYLON LIFT STRAPS ATTACHED TO THE INSERT WITH TWO HIGH GRADE STAINLESS STEEL RIVETS WITH WASHERS ARE REQUIRED.

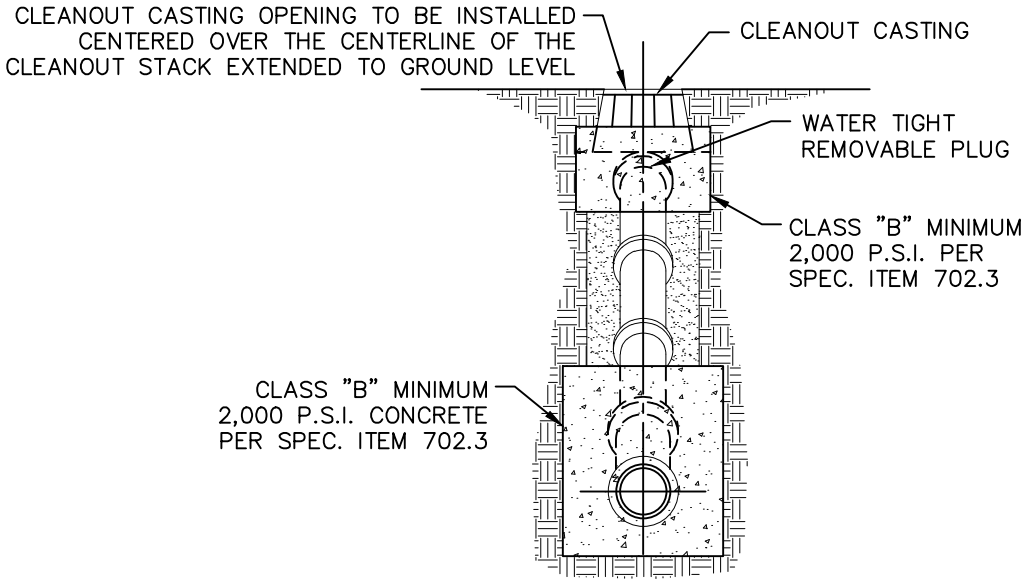
City of Saginaw **Construction Standards**	EXTENSION RING INSTALLATION FRAME AND COVER PLACEMENT	**REVISED AUG 2020** WW-04



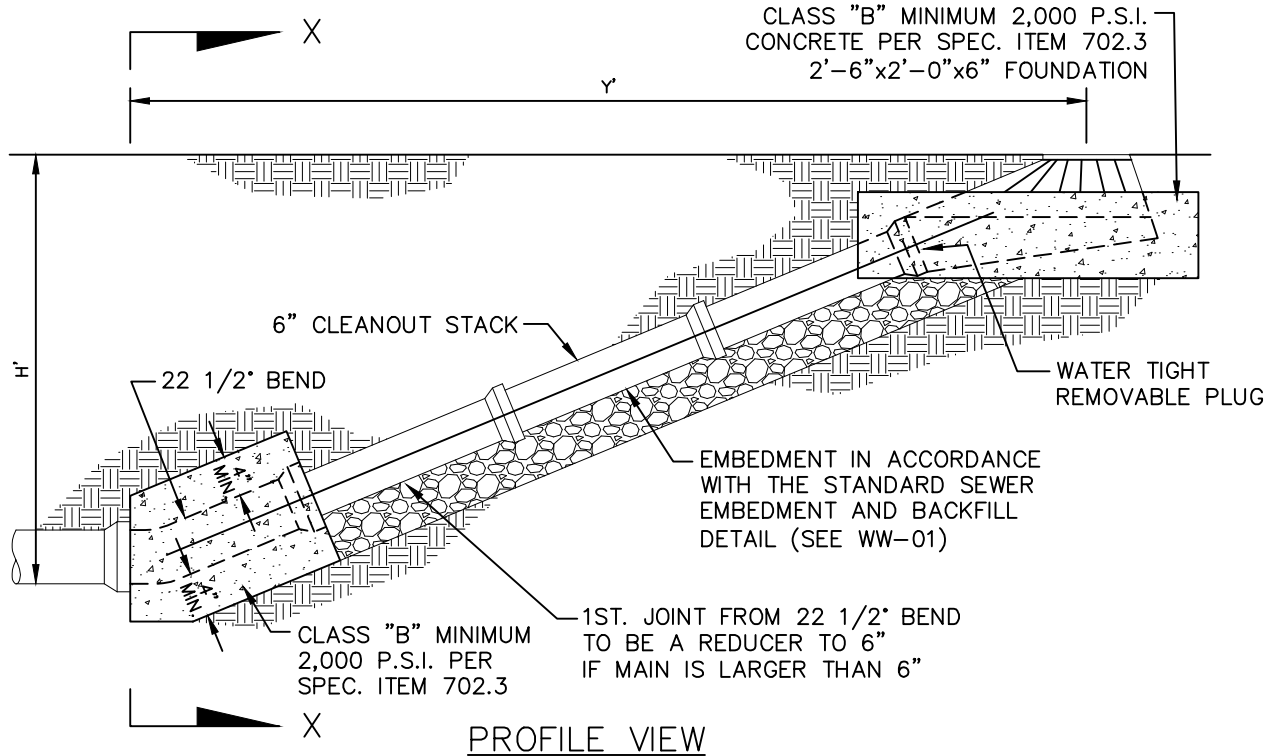
COVER FACE



City of Saginaw **Construction Standards**	MANHOLE RING AND COVER	**REVISED AUG 2020** WW-05



SECTION "X–X"



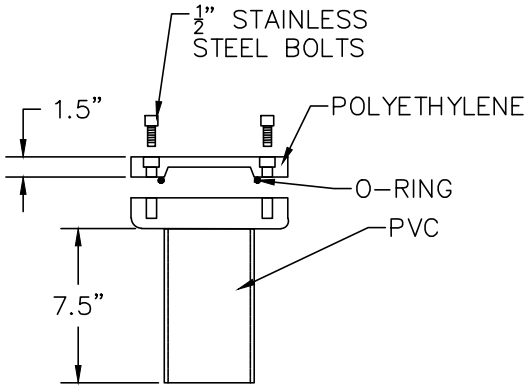
PROFILE VIEW

H'	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	H'
Y'	10	12	14	17	19	22	24	27	29	31	34	36	39	41	43	46	48	Y'

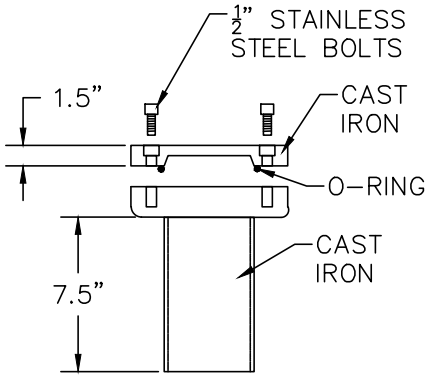
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. IF CLEAN OUT IS PLACE IN ADVANCE OF PLACEMENT PLACE SAND AROUND CLEANOUT CASTING IN LIEU OF CLASS "B" CONCRETE PER ITEM 702.3.

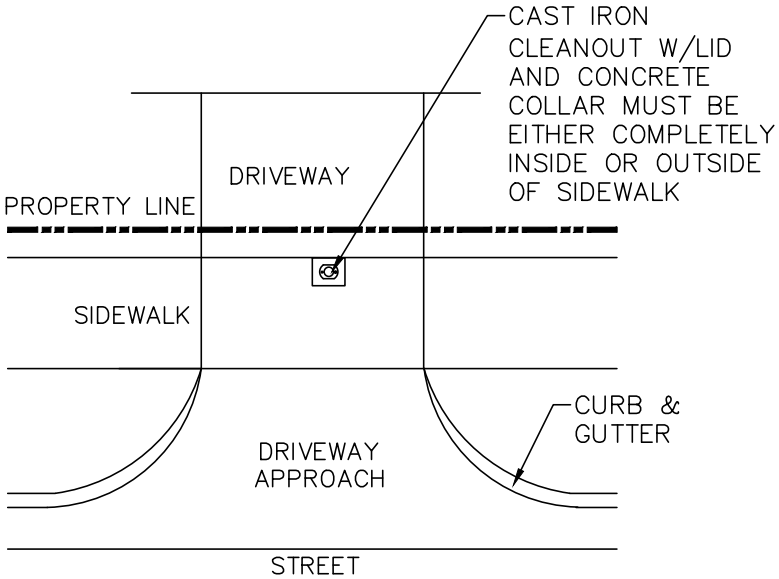
City of Saginaw **Construction Standards**	SANITARY SEWER MAIN CLEANOUT	**REVISED AUG 2020** WW-06



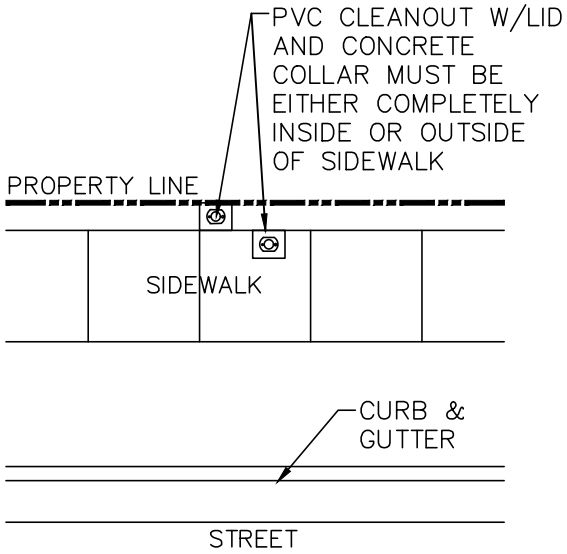
PVC CLEANOUT W/S.S. BOLTS AND POLYETHYLENE LID FOR UN-PAVED AREAS



CAST IRON CLEANOUT W/S.S. BOLTS AND C.I. LID FOR PAVED AREAS



CAST IRON CLEANOUT BOOT W/CAST IRON LID FOR PAVED AREAS



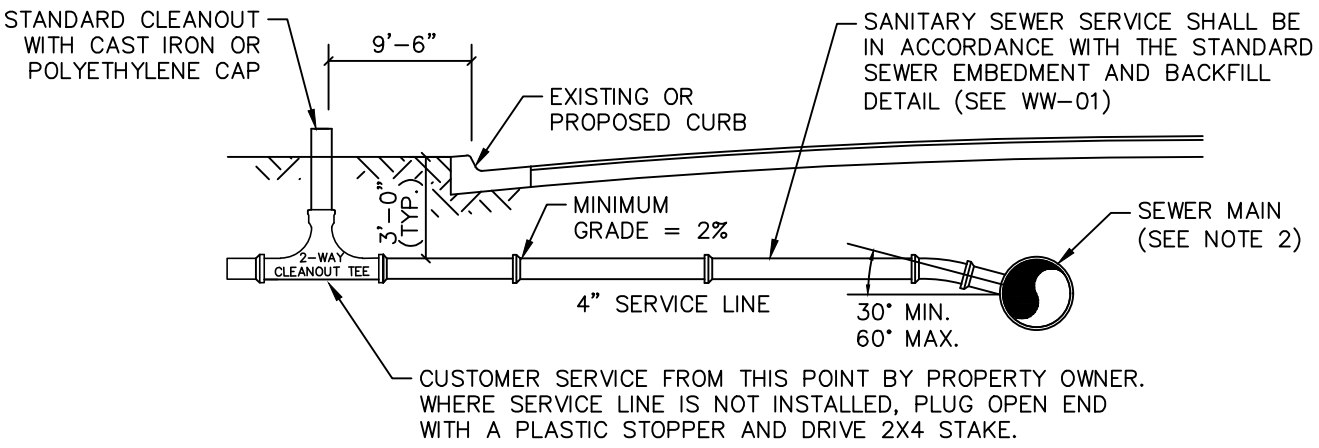
PVC CLEANOUT BOOT W/POLYETHYLENE LID FOR NON-PAVED AREAS

City of Saginaw
Construction Standards

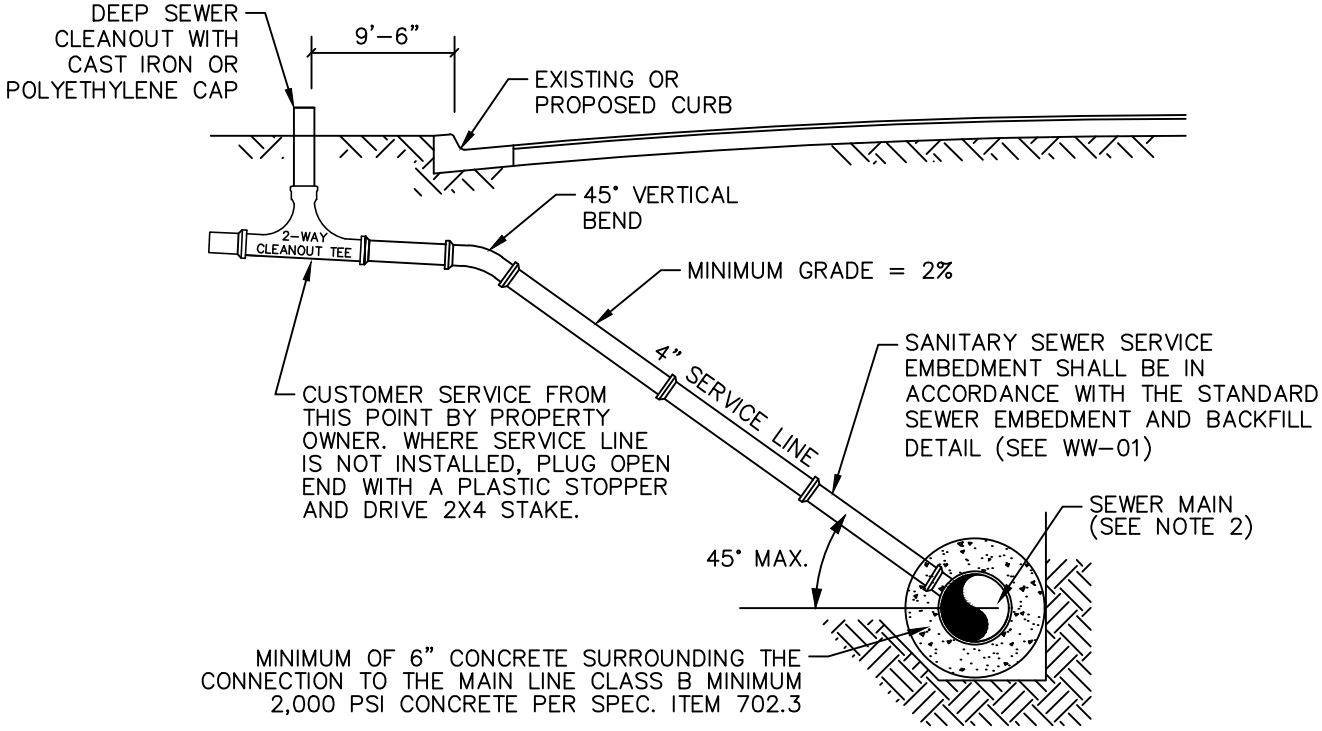
CLEANOUT CAP

REVISED AUG 2020

WW-07



STANDARD SEWER SERVICE DETAIL

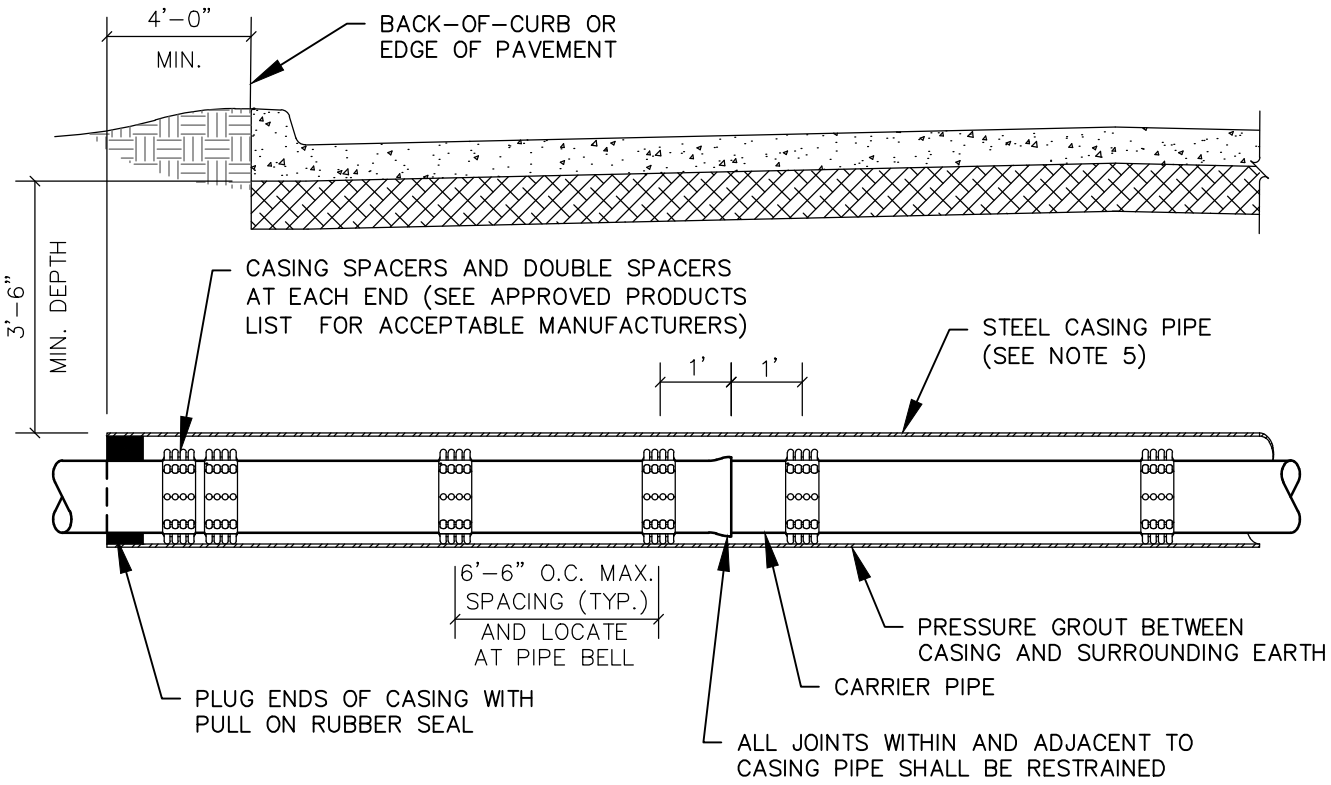


DEEP SEWER SERVICE DETAIL

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. EITHER A WYE FITTING OR A TEE WYE FITTING MAY BE USED FOR CONNECTION TO SEWER MAIN. NO TEES OR WYE SADDLES WILL BE ALLOWED. ALL CONNECTIONS TO BE MADE AT THE TWO O'CLOCK OR TEN O'CLOCK POSITION.
3. CONNECTIONS TO SEWER MAINS FROM 0' TO 7' DEEP SHALL CONFORM TO THE STANDARD SEWER CONNECTION DETAIL. CONNECTIONS TO SEWER MAINS DEEPER THAN 7' SHALL CONFORM TO THE DEEP SEWER CONNECTION DETAILS.
4. MARK SEWER SERVICE LINE LOCATION WITH RED VINYL TAPE AT LEAST 3" WIDE AND 10 MIL THICK. ATTACH TAPE TO THE END OF THE SERVICE AND EXTEND THROUGH THE BACKFILL AT THE POINT OF THE HOUSE SERVICE CONNECTION BEHIND THE CURB.

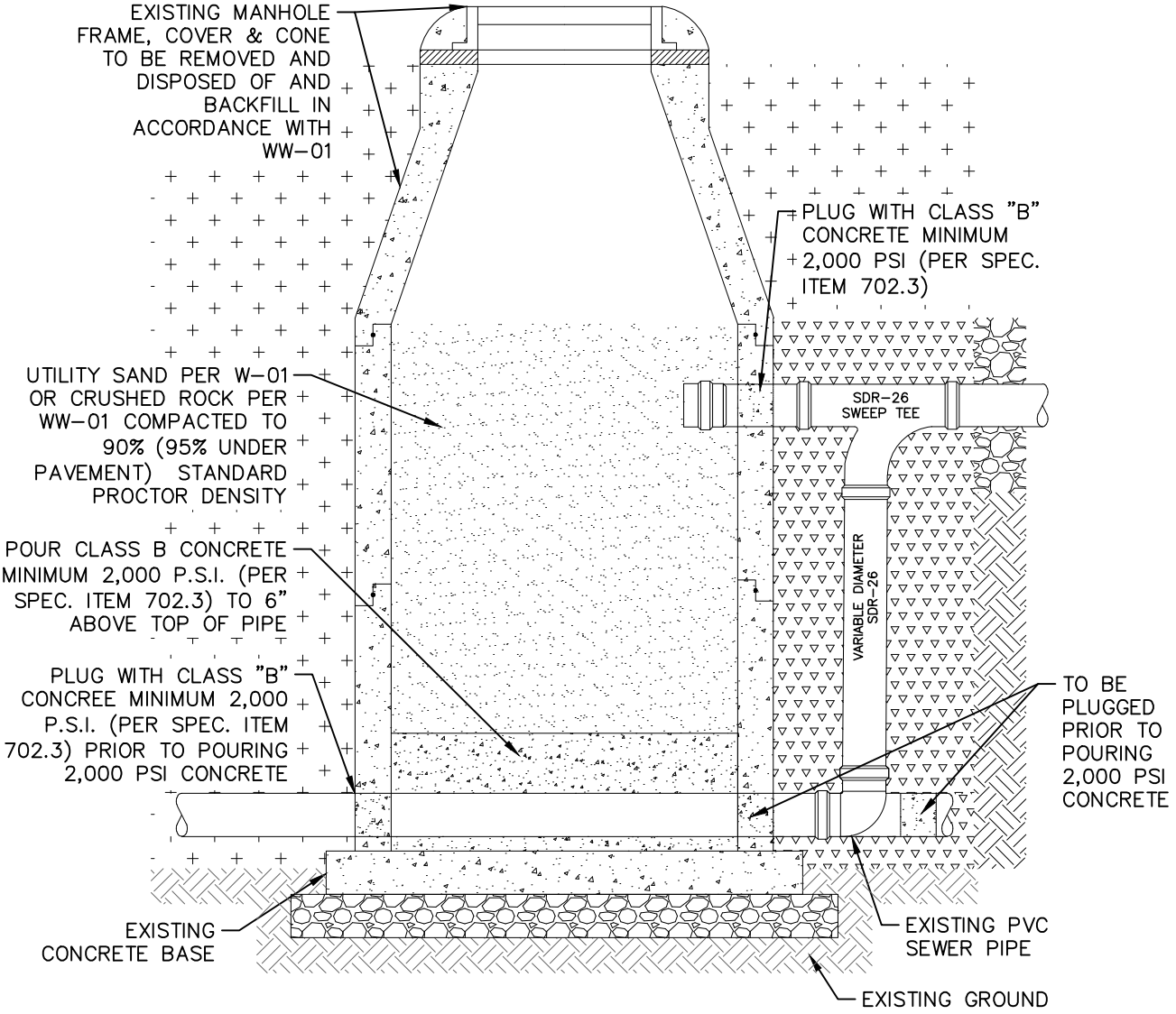
City of Saginaw **Construction Standards**	SANITARY SEWER SERVICE	**REVISED AUG 2020** WW-08



CASING DIAMETER	MIN. WALL THICKNESS
LESS THAN 12"	0.25"
14" – 18"	0.3125
20" – 24"	0.375"
26" – 32"	0.50"
34" – 42"	0.625"
GREATER THAN 42"	DESIGN BY ENGINEER

NOTES:

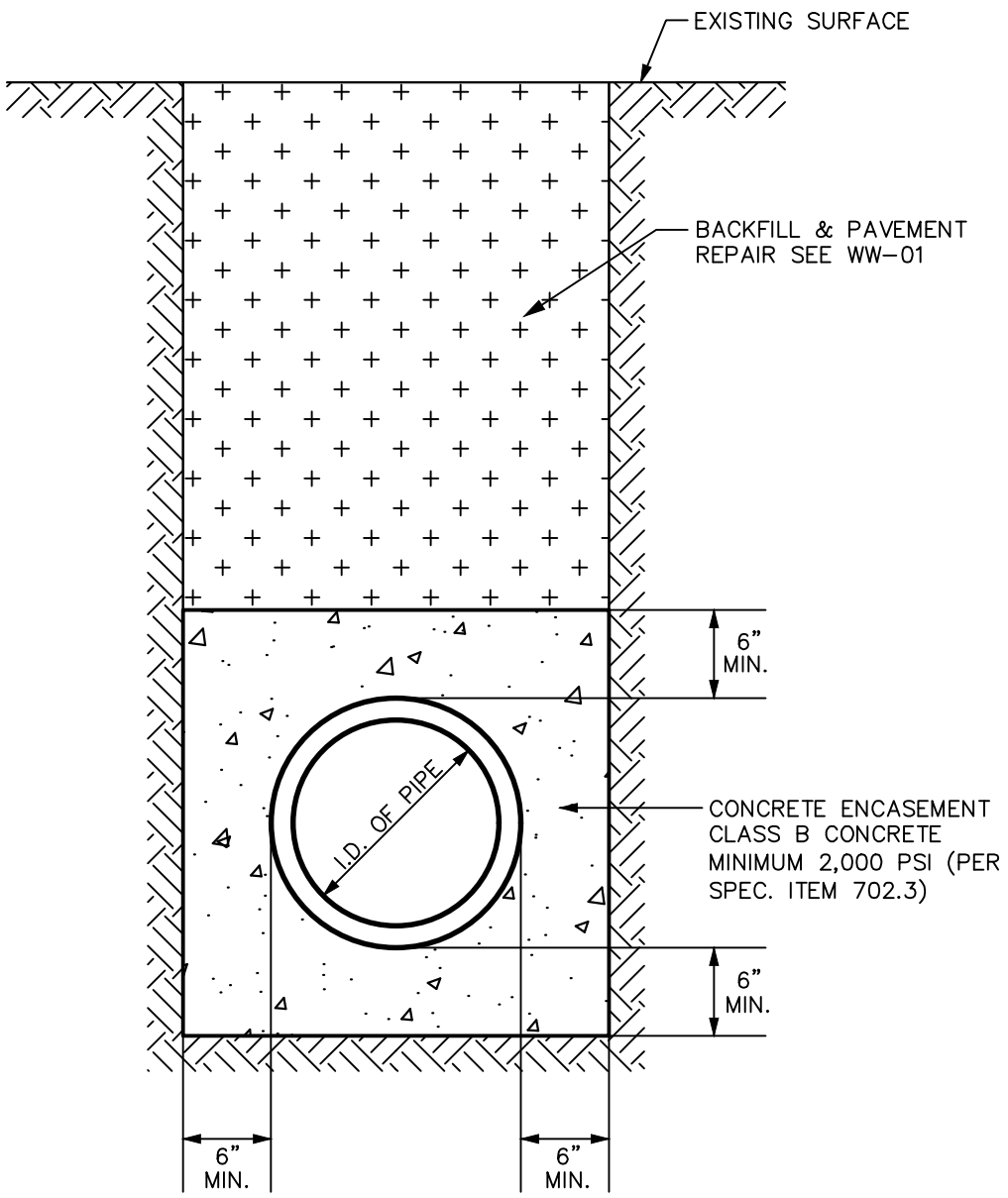
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. BORE PIT SHALL MEET OSHA AND STATE REQUIREMENTS.
3. WHERE A BORE IS TO BE PARTIALLY OR COMPLETELY ABANDONED, SAID BORE SHALL BE COMPLETELY FILLED WITH HYDRAULICALLY PLACED CEMENT GROUT.
4. THE EDGE OF BORE PIT SHALL BE A MINIMUM OF 4' BEHIND THE BACK OF CURB OR EDGE OF PAVEMENT.
5. STEEL CASING PIPE SHALL BE MINIMUM 35 KSI ASTM A139, GRADE B CARBON STEEL, AND SHALL HAVE A COAL-TAR EXPOXY COATING IN ACCORDANCE WITH AWWA C210.
6. CASING PIPE SHALL BE PLACED AT THE SAME SLOPE AS THE CARRIER PIPE, TO ENSURE THAT THE CARRIER PIPE IS PLACED ALONG THE SPECIFIED GRADE. IF THE PROPER SLOPE CANNOT BE MAINTAINED, THE CASING SPACERS SHALL BE ADJUSTED SO THAT THE CARRIER PIPE IS PLACED AT THE SPECIFIED GRADE.



NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION.

City of Saginaw **Construction Standards**	MANHOLE ABANDONMENT	**REVISED AUG 2020** WW-10



NOTES:

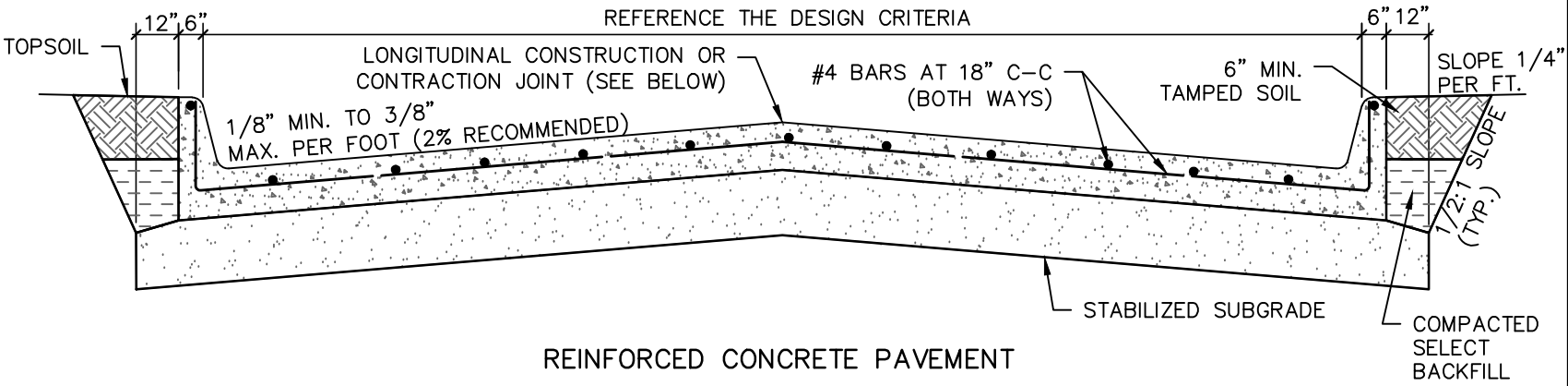
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION.

City of Saginaw
Construction Standards

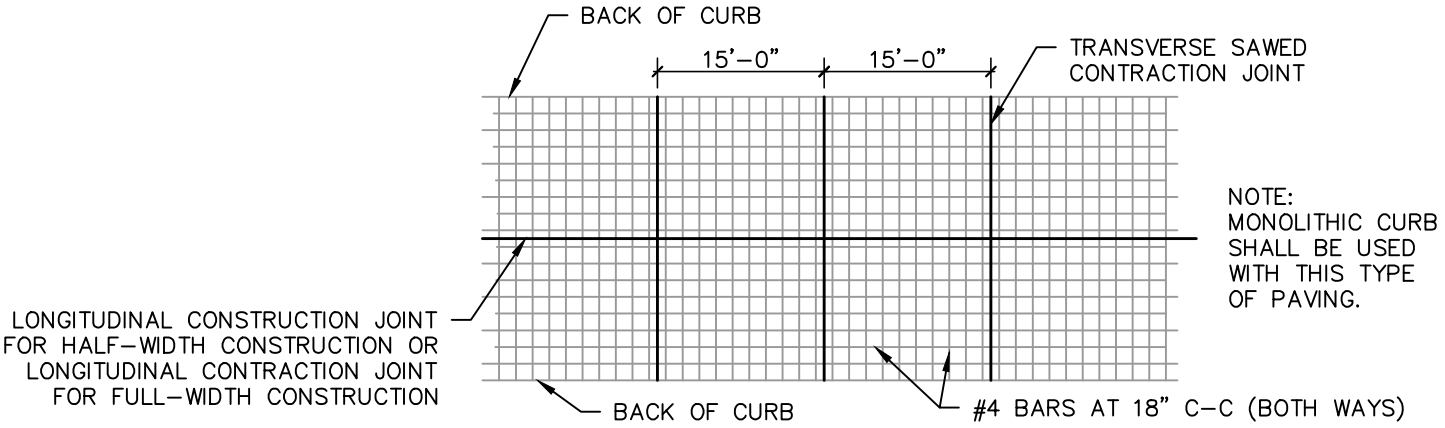
CONCRETE PAVING

RD-01

REVISED AUG 2020



REINFORCED CONCRETE PAVEMENT



STEEL LAYOUT PLAN

NOTES:

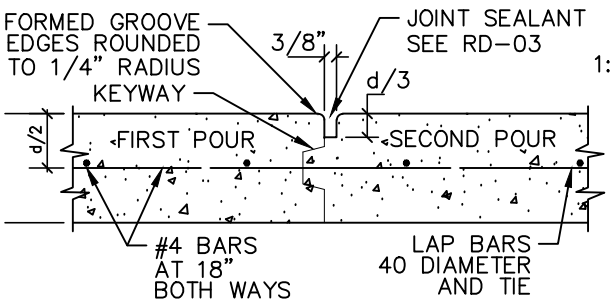
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFCATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MINIMUM PAVEMENT DEPTH SHALL BE 8".
3. ALL CONCRETE PAVEMENT SHALL BE CLASS "A" (PER ITEM 702.3) OR AS SPECIFIED BY THE OWNER.
4. A GEOTECHNICAL REPORT SEALED BY A LICENSED PROFESSIONAL ENGINEER IS REQUIRED TO PROVIDE RECOMMENDATIONS FOR LIME OR CEMENT CONTENT AND SUBGRADE THICKNESS.
5. MONOLITIC CURB SHALL BE USED WITH THIS TYPE OF PAVING.

City of Saginaw
Construction Standards

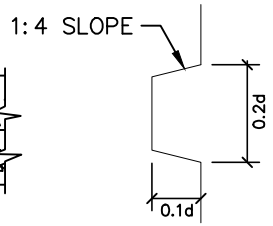
CONCRETE PAVING JOINT DETAILS

RD-02

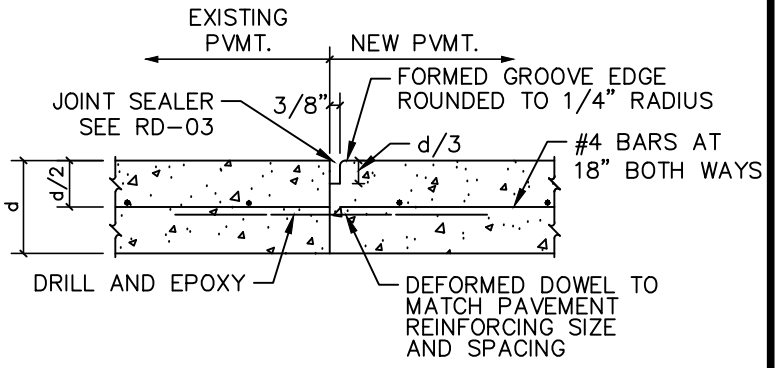
REVISED AUG 2020



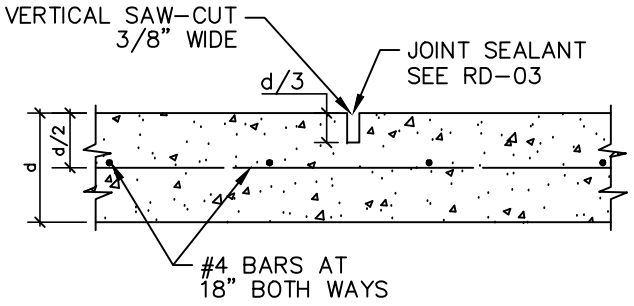
TRANSVERSE OR LONGITUDINAL CONSTRUCTION JOINT



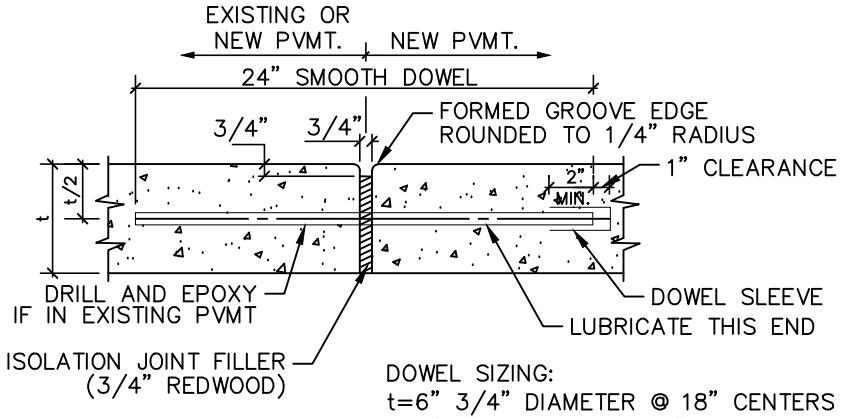
KEYWAY DIMENSIONS



SAWED CONSTRUCTION JOINT



TRANSVERSE OR LONGITUDINAL SAWED CONSTRUCTION JOINT

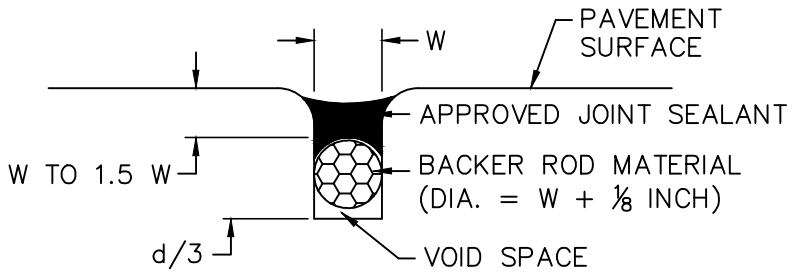


DOWEL SIZING:
t=6" 3/4" DIAMETER @ 18" CENTERS
t=7" 1" DIAMETER @ 18" CENTERS
t=8" 1-1/4" DIAMETER @ 18" CENTERS

EXPANSION JOINT

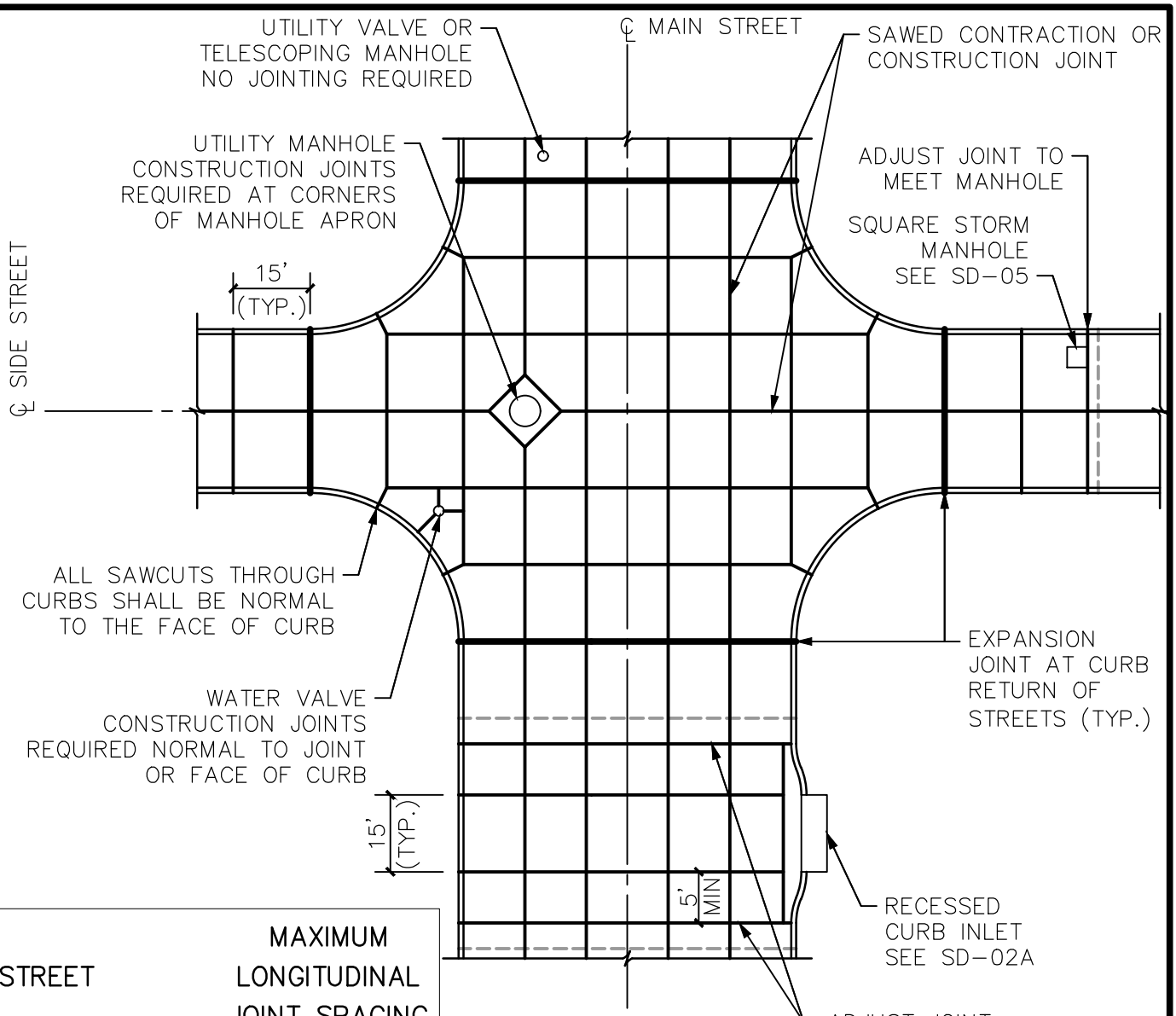
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. ALL ISOLATION JOINTS SHALL EXTEND THROUGH THE CURB SECTION.
3. THE SAW-CUT OF ALL TRANSVERSE CONTRACTION JOINTS SHALL EXTEND THROUGH THE CURB SECTION.
4. AT ALL TRANSVERSE CONSTRUCTION JOINTS THE CURB SECTION SHALL BE SAW-CUT.
5. DOWEL SUPPORT SHALL BE PROVIDED TO ENSURE SPECIFIED DEPTH AND ORIENTATION.



NOTES:
1. d = THICKNESS OF PAVEMENT
2. METHODS AND MATERIALS FOR JOINT CLEANING AND SEALING TO FOLLOW TXDOT ITEM SPECIFICATION 713.
3. TXDOT CLASS 8 JOINT SEALANT TO BE USED PER TXDOT DMS-6310.

SILICONE JOINT SEALANT (COLD POUR)



STREET	MAXIMUM LONGITUDINAL JOINT SPACING
MAJOR ARTERIAL	12'
DIVIDED/COLLECTOR	13'
LOCAL	15'

NOTES:

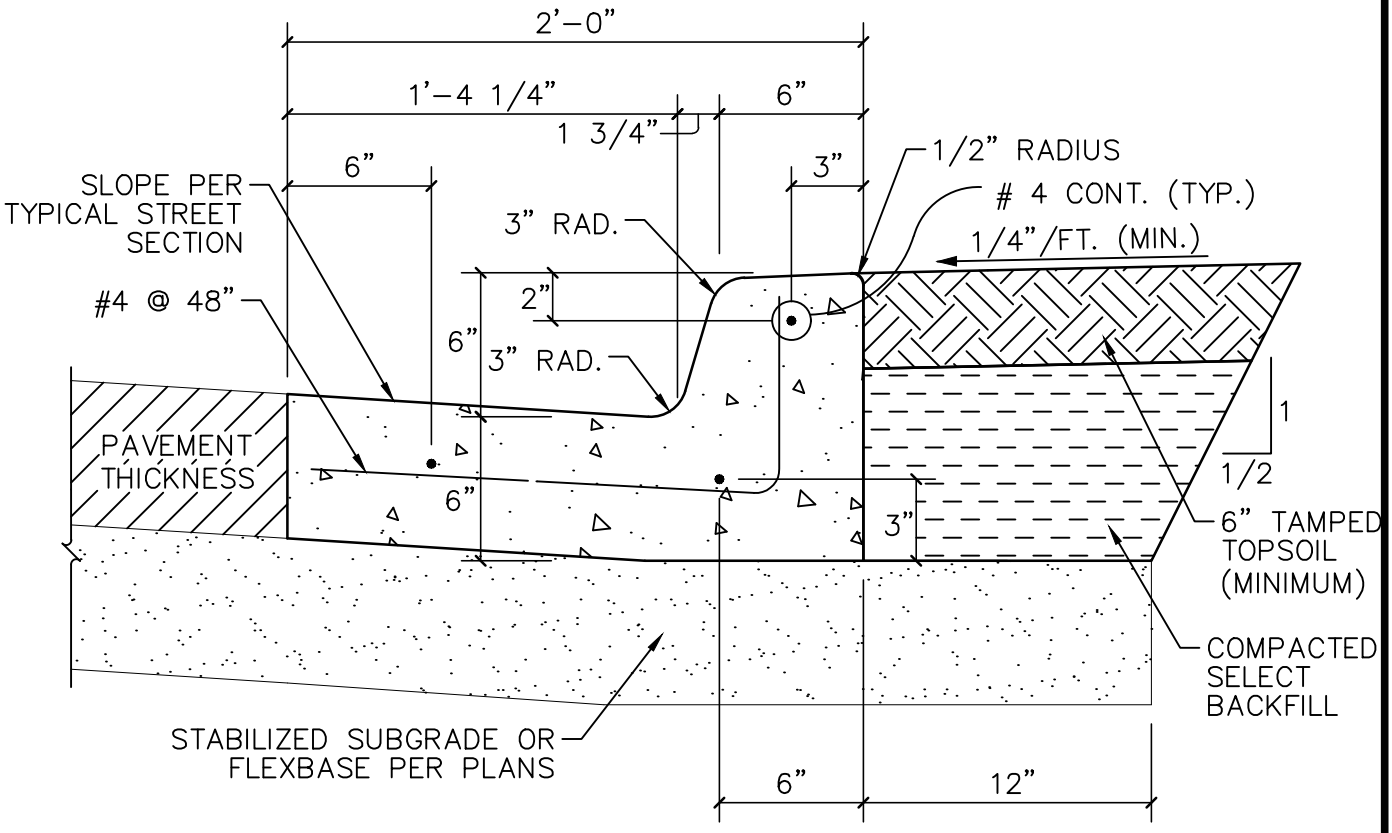
1. ALL SPEC. ITEM NUMBER REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. REFER TO NCTCOG ITEM 702.3 FOR CONCRETE PAVEMENT.
3. MAXIMUM TRANSVERSE JOINT SPACING IS 15'.
4. LONGITUDINAL JOINT SPACING SHALL MATCH LANE LINES UNLESS NOTED OTHERWISE.
5. ALL PAVEMENT JOINTS SHALL BE SEALED IN ACCORDANCE WITH RD-03.
6. MINIMUM 5' JOINT SPACING.

City of Saginaw
Construction Standards

PAVEMENT INTERSECTION JOINT SPACING

REVISED AUG 2020

RD-04



NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. ROCKS GREATER THAN 4" IN DIAMETER SHALL BE REMOVED FROM ANY NATIVE MATERIAL USED AS BACKFILL.

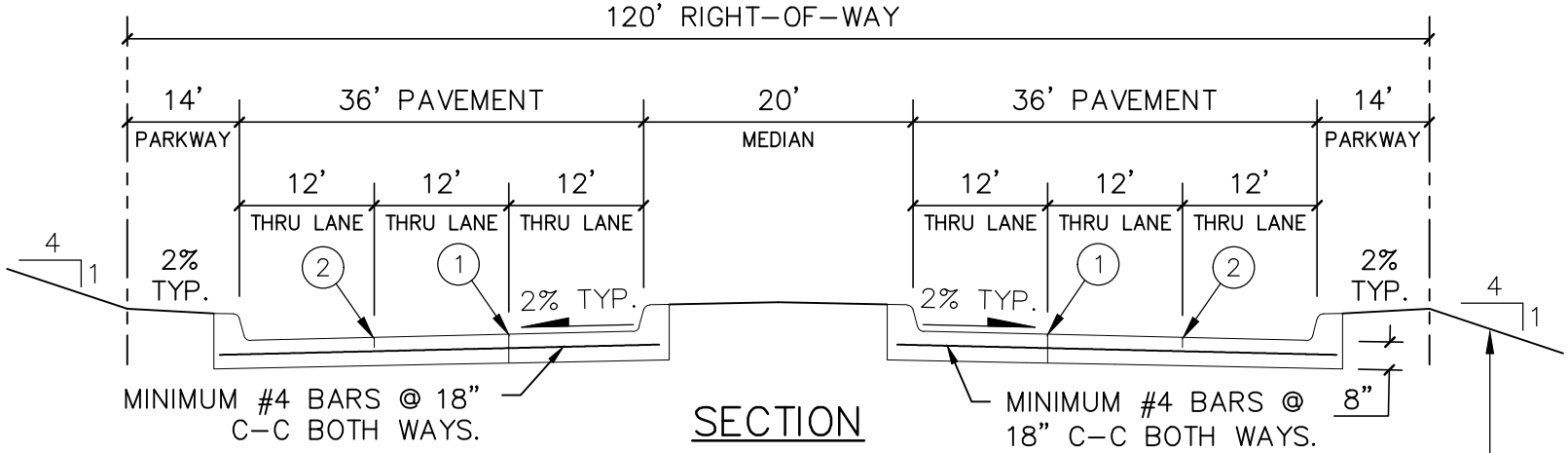
City of Saginaw **Construction Standards**	STANDARD 6-INCH CURB AND 18-INCH GUTTER	**REVISED AUG 2020** RD-05

City of Saginaw
Construction Standards

REINFORCED CONCRETE PAVEMENT
SIX LANE DIVIDED THOROUGHFARE

RD-06

REVISED AUG 2020

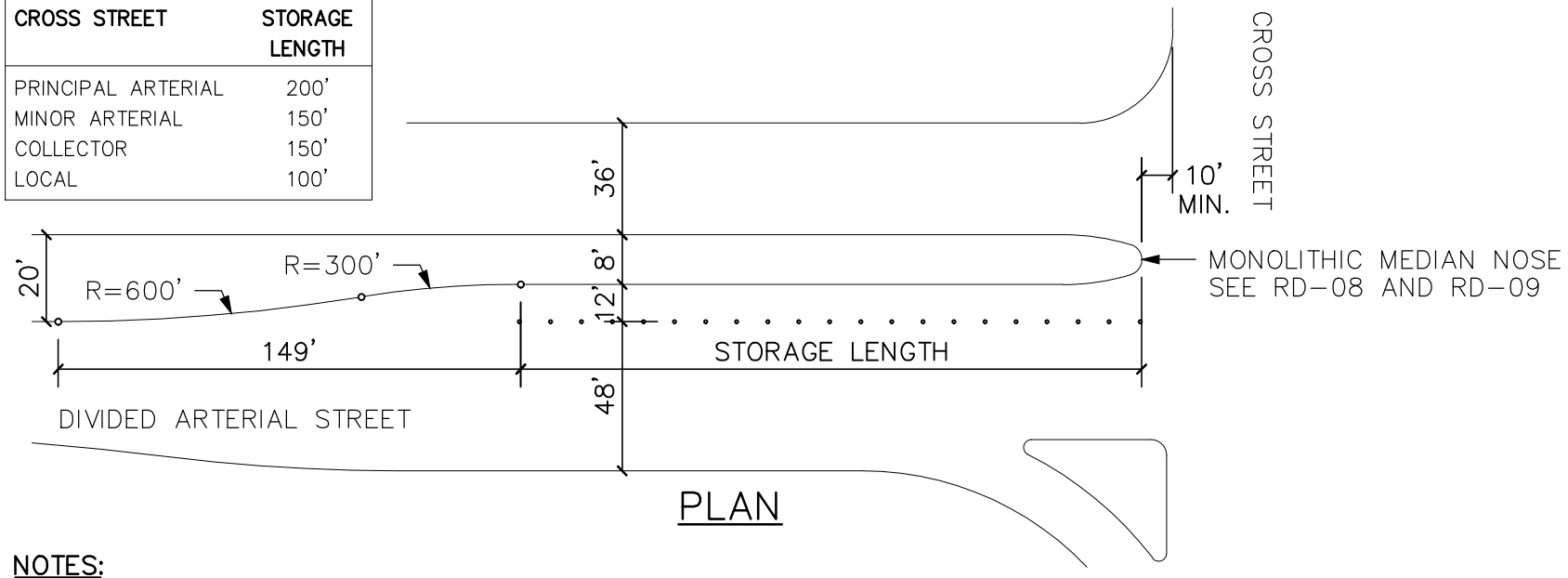


SECTION

① LONGITUDINAL CONSTRUCTION JOINT
② LONGITUDINAL SAWED CONTRACTION JOINT

FILL SECTION ONLY. ALTERNATE REVERSE SLOPE ACCEPTABLE NOT TO EXCEED 4:1

CROSS STREET	MINIMUM STORAGE LENGTH
PRINCIPAL ARTERIAL	200'
MINOR ARTERIAL	150'
COLLECTOR	150'
LOCAL	100'



PLAN

NOTES:

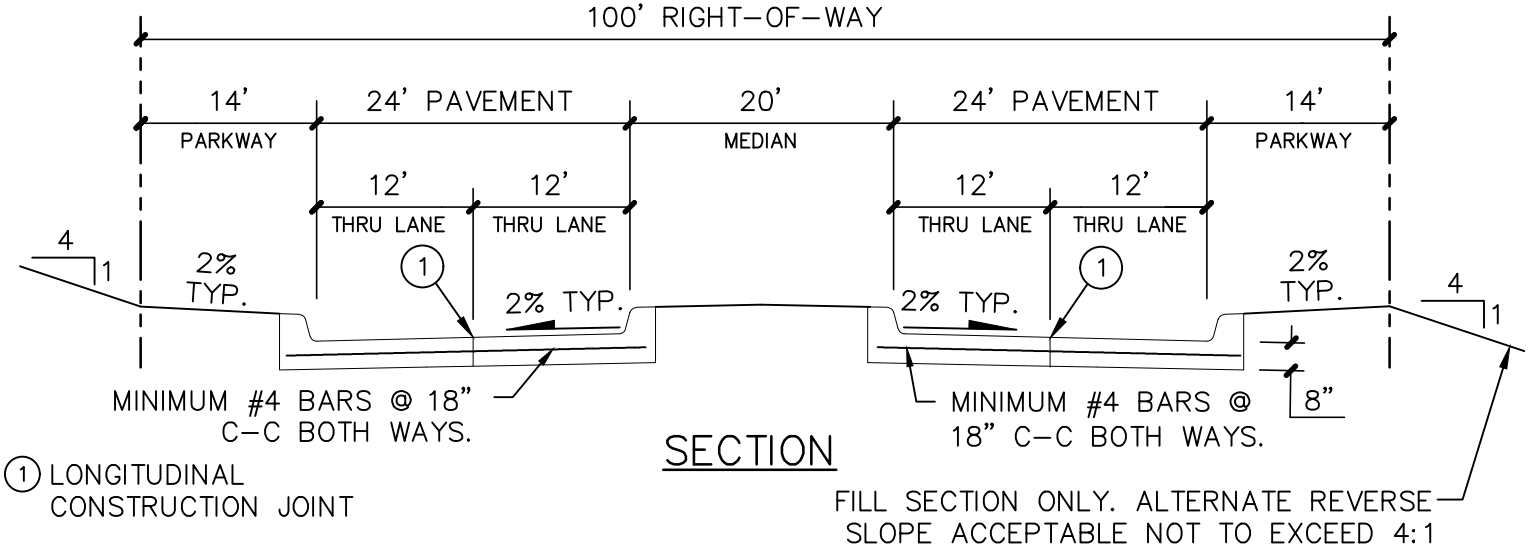
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MIN. PAVEMENT DEPTH SHALL BE 8". CONCRETE SHALL BE CLASS "A" (SPEC. ITEM 702.3) OR AS SPECIFIED BY OWNER.
3. MIN. CURB HEIGHT AND WIDTH SHALL BE 6" OR AS SPECIFIED BY OWNER.

City of Saginaw
Construction Standards

REINFORCED CONCRETE PAVEMENT
FOUR LANE DIVIDED THOROUGHFARE

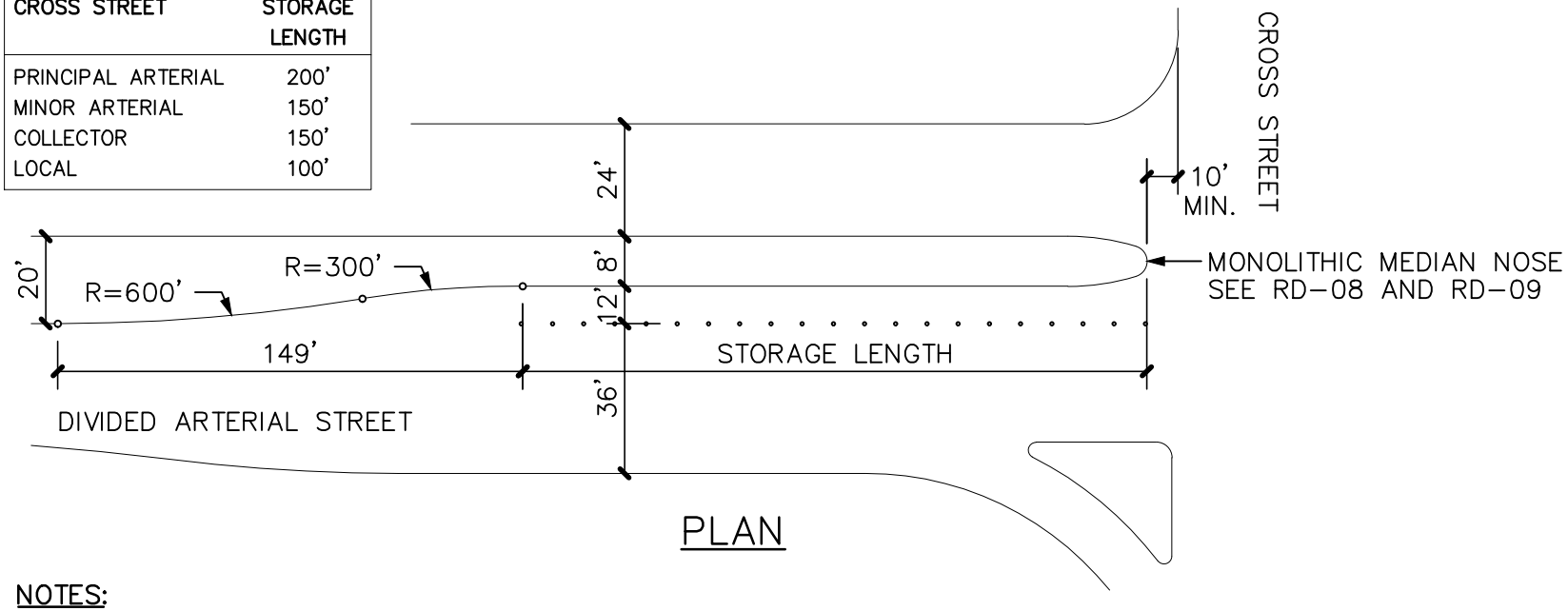
RD-07

REVISED AUG 2020



SECTION

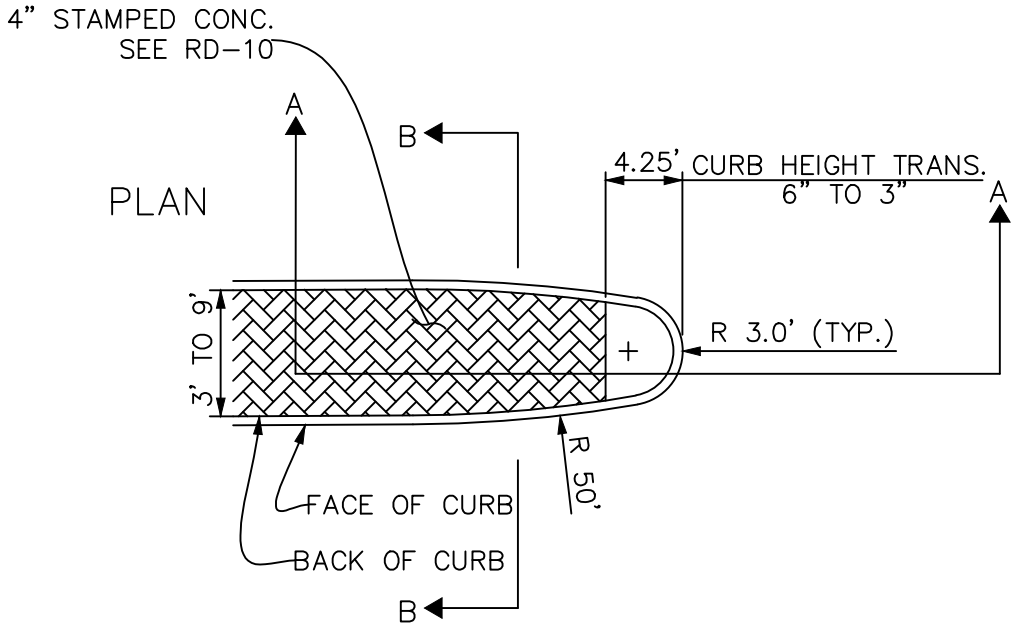
CROSS STREET	MINIMUM STORAGE LENGTH
PRINCIPAL ARTERIAL	200'
MINOR ARTERIAL	150'
COLLECTOR	150'
LOCAL	100'

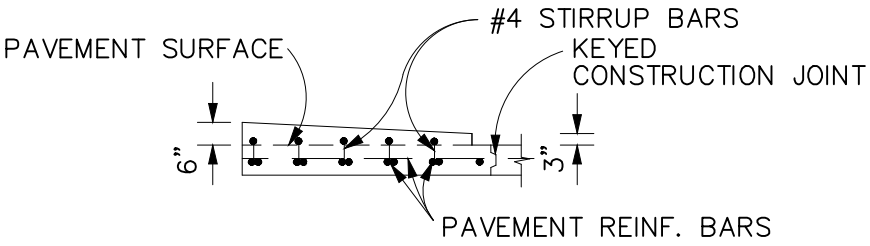


PLAN

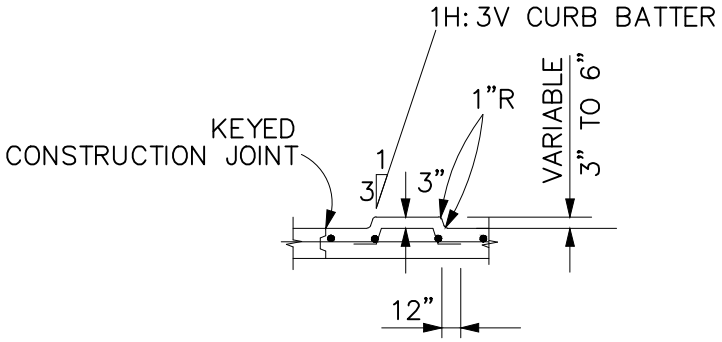
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MIN. PAVEMENT DEPTH SHALL BE 8". CONCRETE SHALL BE CLASS "A" (PER SPEC. ITEM 702.3) OR AS SPECIFIED BY OWNER.
3. MIN. CURB HEIGHT AND WIDTH SHALL BE 6" OR AS SPECIFIED BY OWNER.

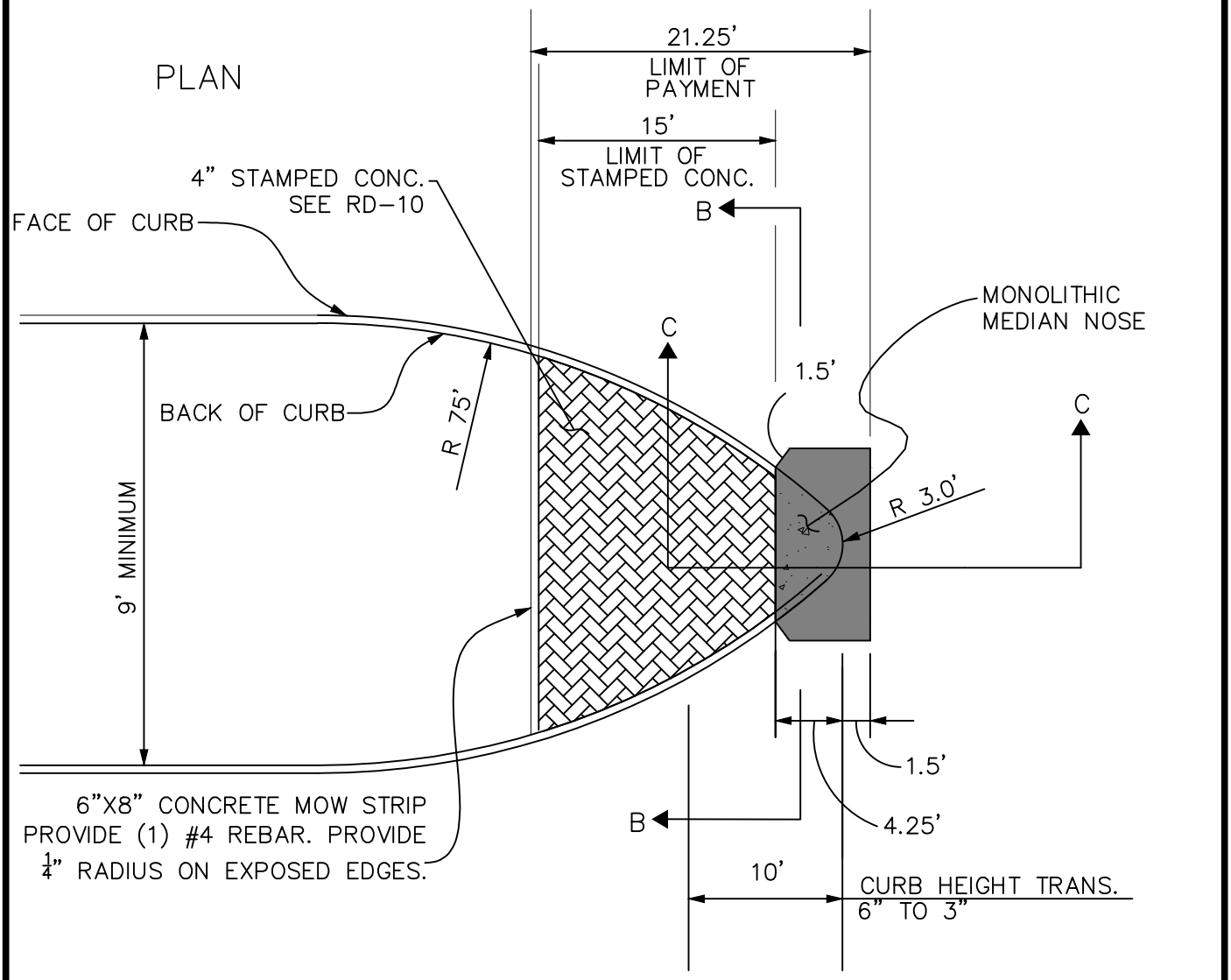


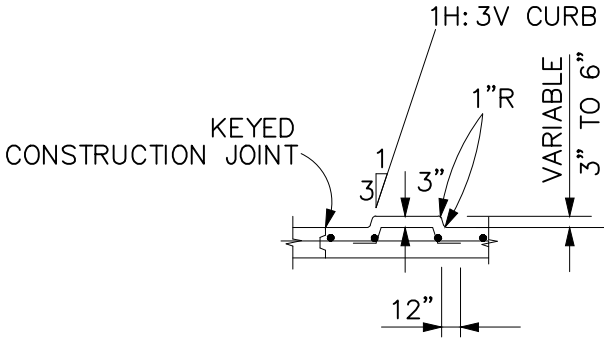


SECTION A–A

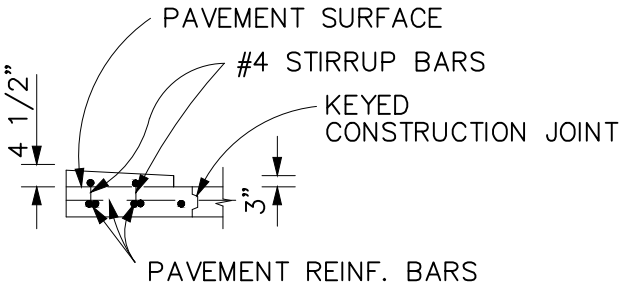


SECTION B–B



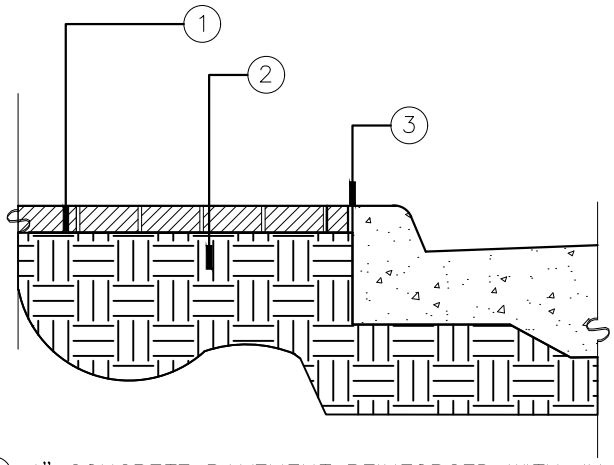


SECTION B–B



SECTION C–C

City of Saginaw **Construction Standards**	MONOLITHIC MEDIAN NOSE TYPE 2	**REVISED AUG 2020** RD-09



(1) 4" CONCRETE PAVEMENT REINFORCED WITH #4 BARS @ 18" SPACING

(2) IN SITU MATERIAL COMPACTED TO 95% PROCTOR DENSITY

(3) JOINT SEALER (SEE RD-03)

COLORED TEXTURED CONCRETE

PLACE COLORED TEXTURED CONCRETE USING STAMPS.

PATTERN ONLY THE CONCRETE ISLANDS, REFERENCE THIS SHEET AND CITY OF SAGINAW STANDARD SPLITTER ISLAND DETAIL. DIMENSIONS SHOWN ARE NOMINAL. BASE ACTUAL DIMENSIONS ON TEXTURE MODULES.

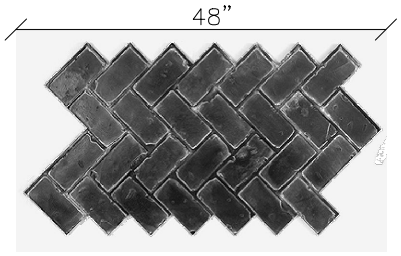
TEXTURED SURFACES SHALL HAVE AN ANTIQUE FINISH ATTAINED BY APPLICATION OF CONCRETE COLORS OF TEXAS LLC INTEGRAL COLOR AND ANTIQUING RELEASE*.

BASE COLOR SHALL BE ATTAINED WITH CONCRETE COLORS OF TEXAS LLC INTEGRAL COLOR, SEE DETAIL FOR COLOR. ANTIQUE BY APPLYING ANTIQUING RELEASE, SEE DETAIL FOR COLOR. SEAL ALL COLORED TEXTURED CONCRETE WITH A CLEAR SEALER APPROVED BY THE COLOR HARDENER MANUFACTURER.

– FOR CONTRACTORS INFORMATION ONLY.
* OR APPROVED EQUAL.

INTEGRAL COLORED AND TEXTURED CONCRETE MOUNTABLE CURB STAMP TOOL

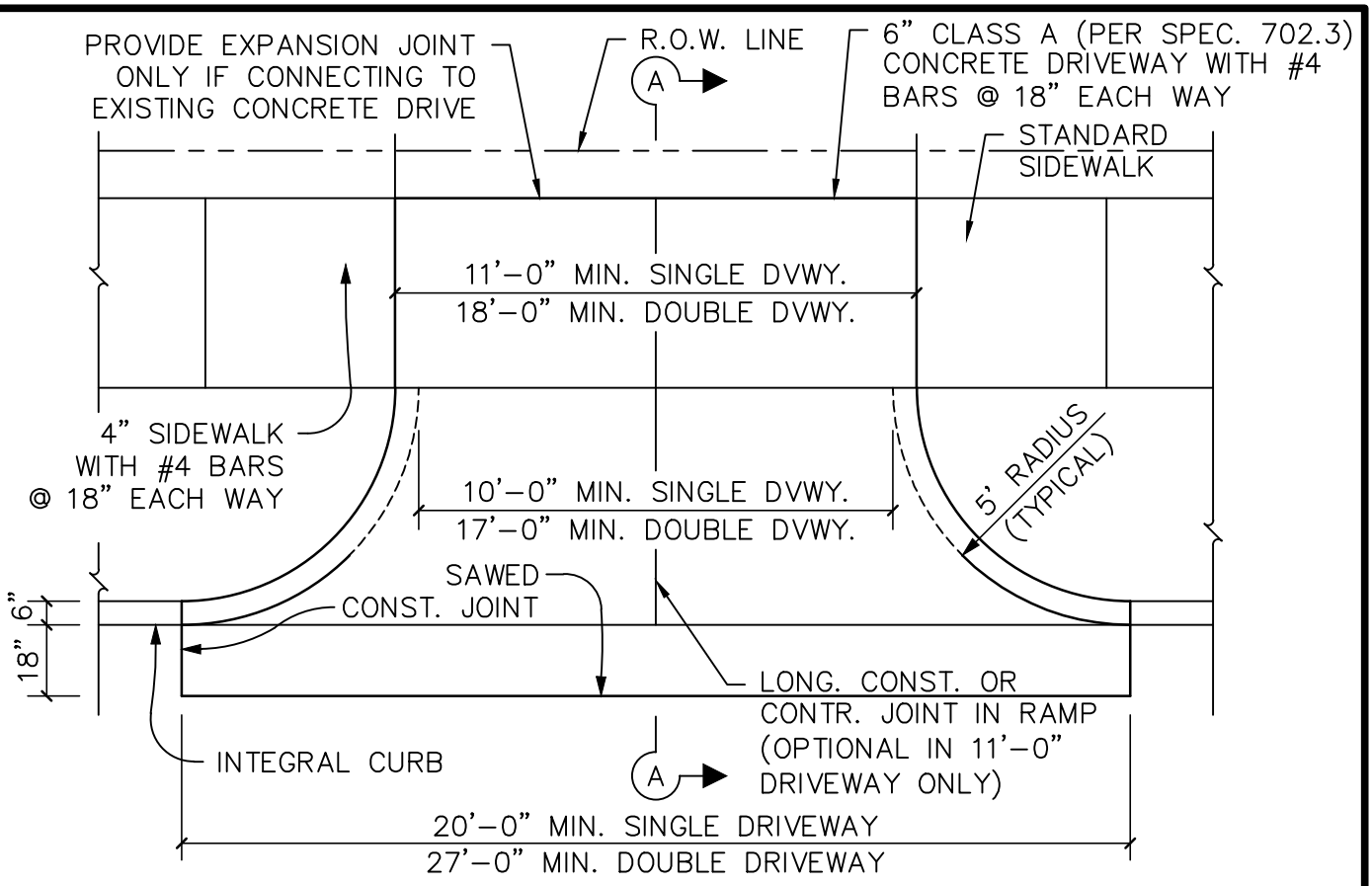
Scofield LITHOTEX Pavecrafters Skins
Used Brick Herringbone Pattern – 2570*
– For contractors information only.
* Or approved equal.

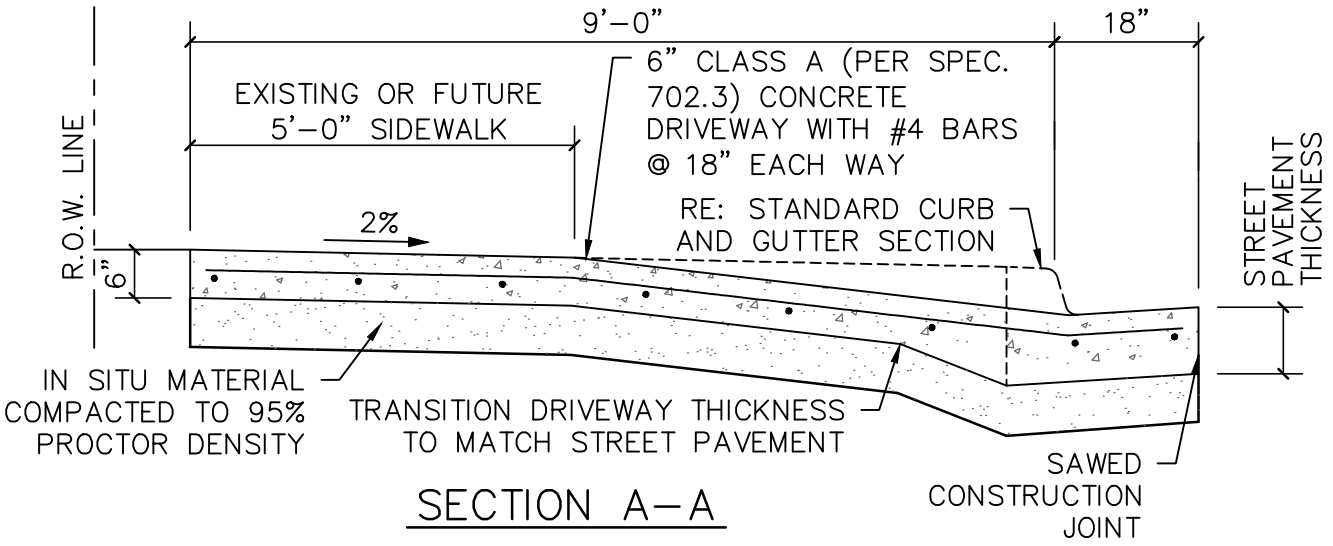


INTEGRAL COLORED AND TEXTURED MOUNTABLE CURB COLOR PALETTE

CONCRETE COLORS OF TEXAS LLC INTEGRAL COLOR*:	224 – 2 RED SNAPPER
CONCRETE COLORS OF TEXAS LLC ANTIQUING RELEASE*:	102 – A BARN RED
SCOFIELD CURESEAL–W SEMIGLOSS*	

– FOR CONTRACTORS INFORMATION ONLY.
* OR APPROVED EQUAL.



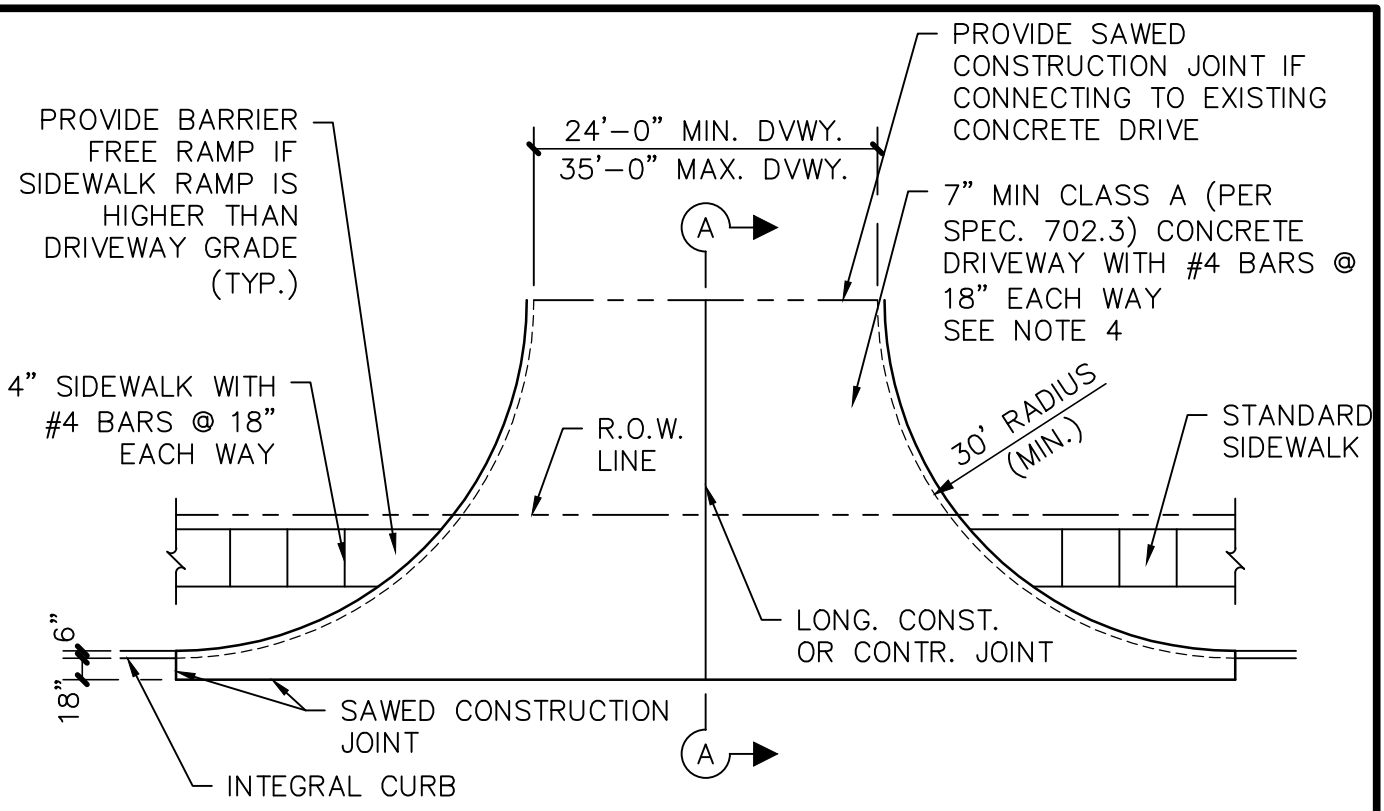


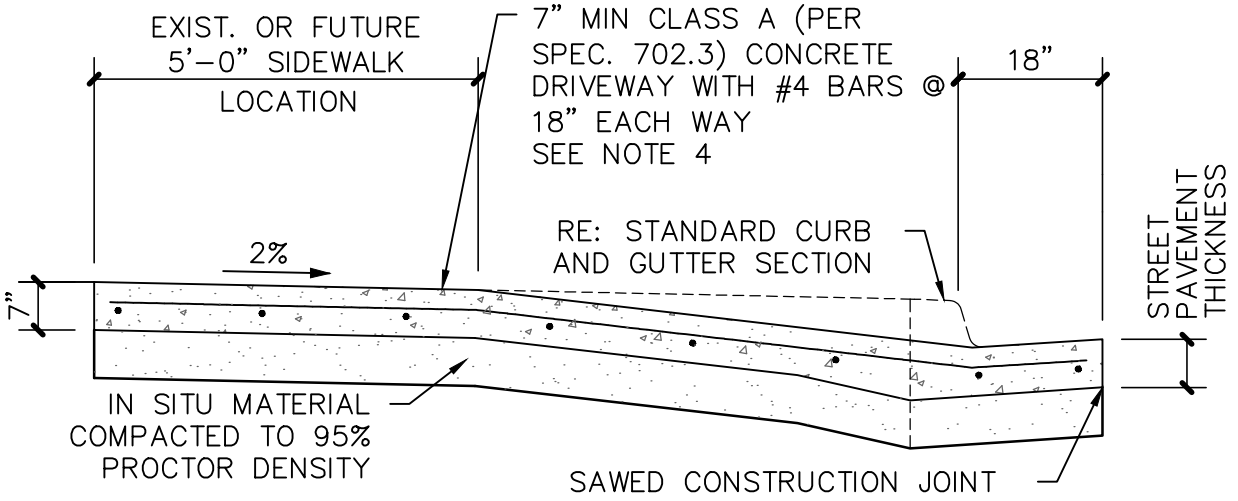
SECTION A–A

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. SIDEWALK SECTION THROUGH DRIVEWAY SHALL BE POURED SAME THICKNESS AS DRIVEWAY APPROACH (EXISTING SIDEWALK, IF ANY, SHALL BE REMOVED AND REPLACED).
3. EXISTING CURB AND GUTTER SHALL BE VERTICALLY SAWCUT. HORIZONTAL SAWCUTTING OF CURB NOT ALLOWED.

City of Saginaw **Construction Standards**	RESIDENTIAL DRIVEWAY	**REVISED AUG 2020** RD-11





SECTION A-A

NOTES:

1. EXISTING CURB AND GUTTER SHALL BE VERTICALLY SAWCUT. HORIZONTAL SAWCUTTING OF CURB NOT ALLOWED
2. SIDEWALK SECTION THROUGH DRIVEWAY SHALL BE POURED SAME THICKNESS AS DRIVEWAY APPROACH (EXISTING SIDEWALK, IF ANY, SHALL BE REMOVED AND REPLACED).
3. MATCH EXISTING DRIVEWAY THICKNESS OR AS DICTATED BY GEOTECHNICAL REPORT.

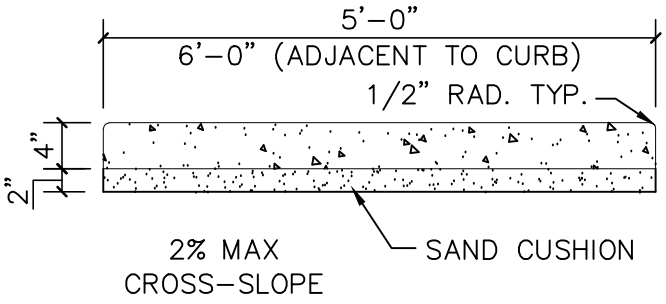
City of Saginaw **Construction Standards**	COMMERCIAL-INDUSTRIAL DRIVEWAY	**REVISED AUG 2020** RD-12

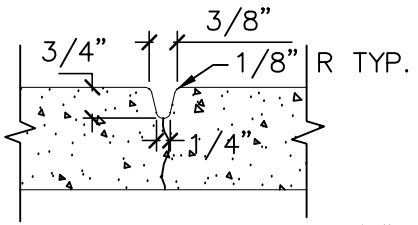
City of Saginaw
Construction Standards

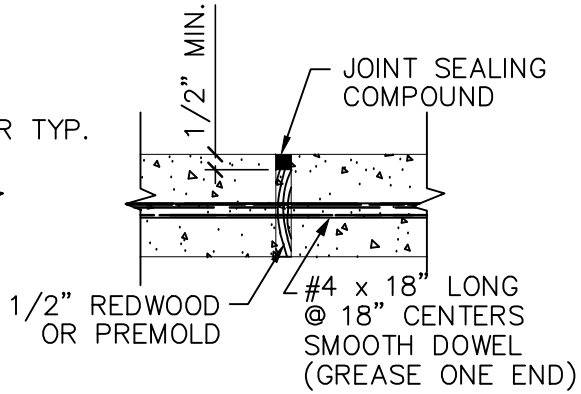
CONCRETE SIDEWALK

RD-13

REVISED AUG 2020



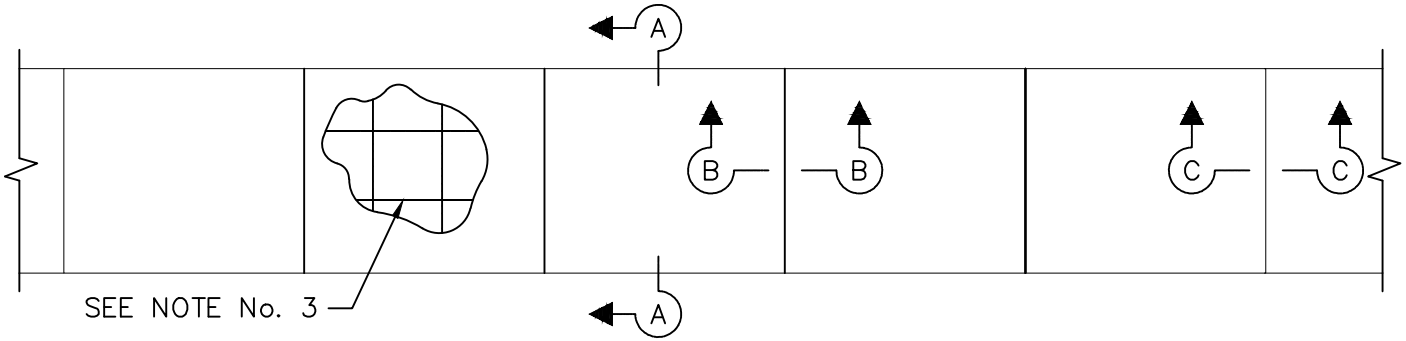


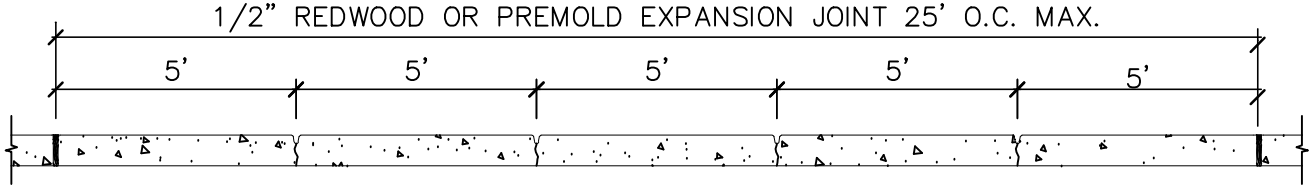


SECTION A-A

SECTION B-B

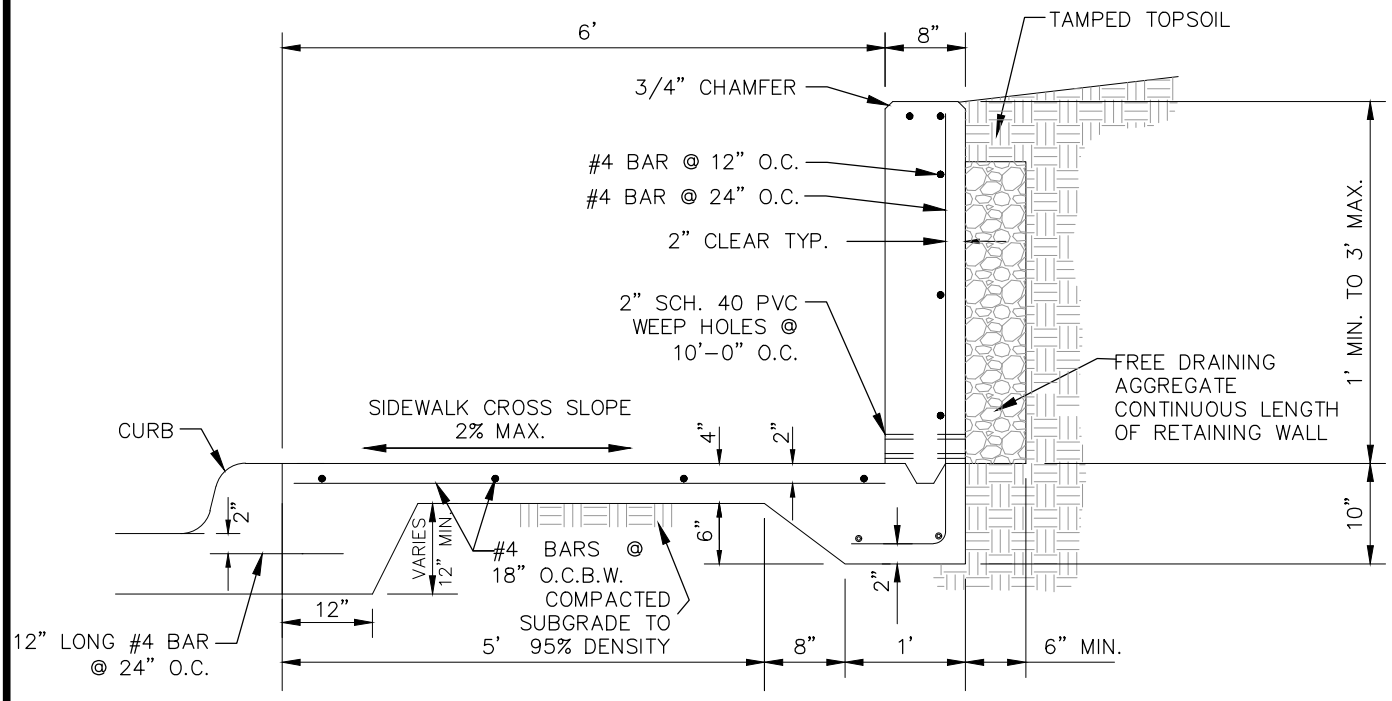
SECTION C-C





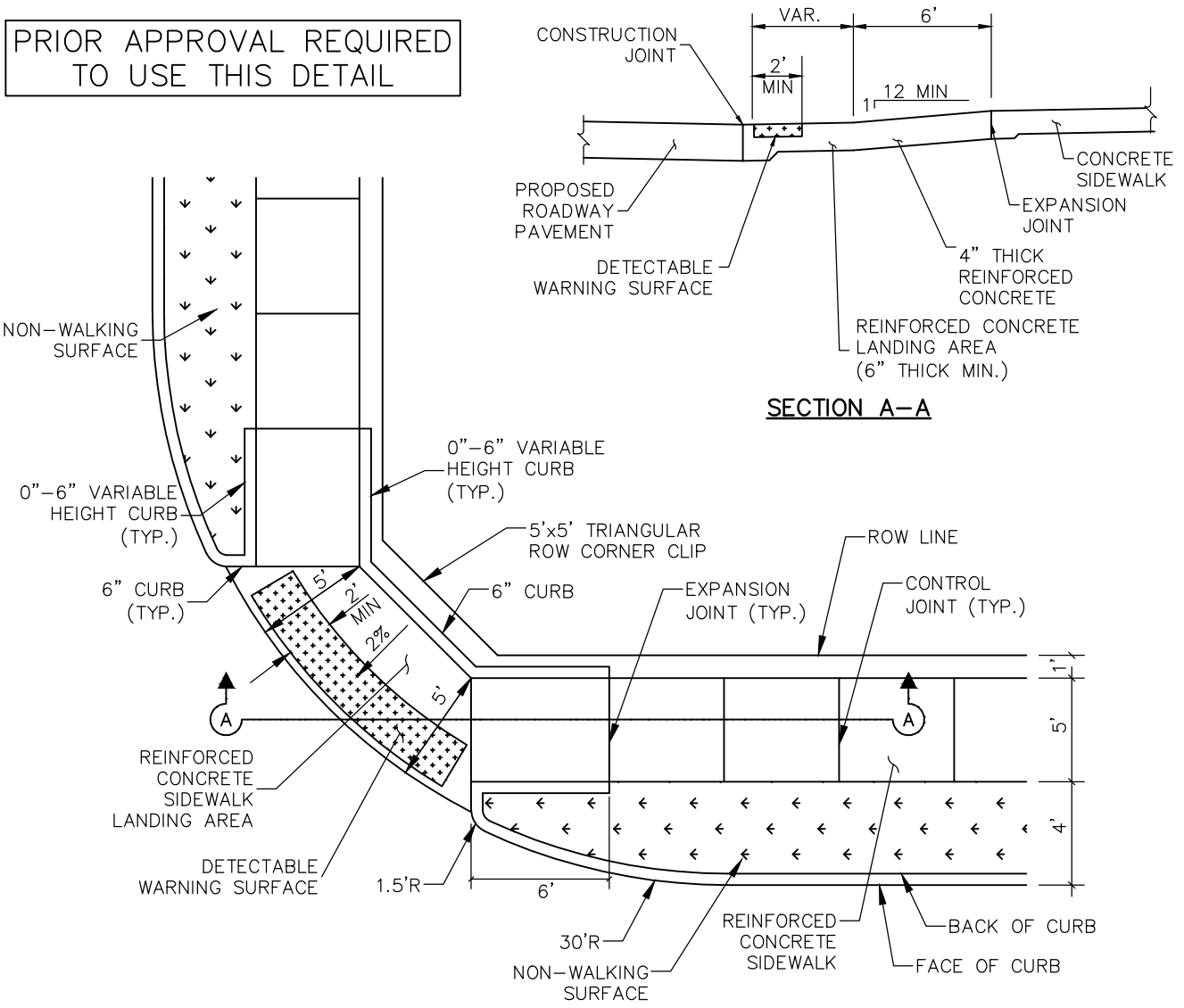
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE CLASS A PER SPEC. 702.3.
3. REINFORCEMENT SHALL BE #4 BARS @ 18" EACH WAY.
4. PROVIDE EXPANSION JOINTS ALSO WHEN CONNECTING TO EXISTING SIDEWALKS, DRIVEWAYS, CURBS, AND GUTTER.



City of Saginaw **Construction Standards**	CONCRETE SIDEWALK WITH WALL	**REVISED AUG 2020** RD-14

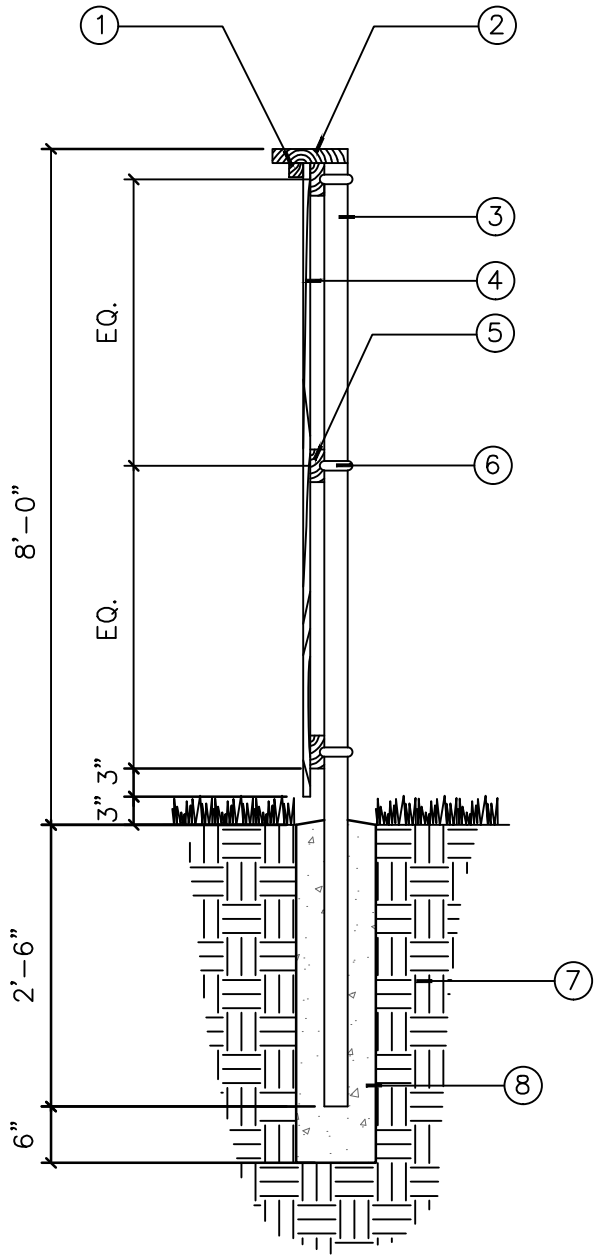
PRIOR APPROVAL REQUIRED TO USE THIS DETAIL

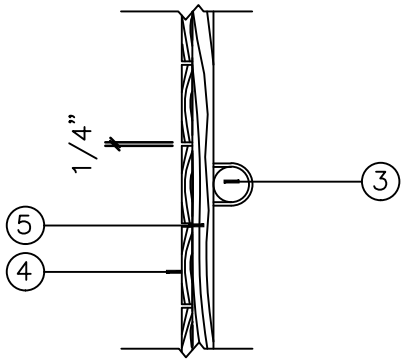


NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 705 OF THE TAS.

City of Saginaw **Construction Standards**	BARRIER FREE RAMP (IF APPROVED)	**REVISED AUG 2020** RD-15





PLAN

1. 2"x2" TRIM
2. 2"x8" CAP (TOP OF FENCE TO BE LEVEL)
3. 2" DIA. GALV. STEEL POST. POST SHALL BE FLUSH WITH BOTTOM OF 2"x8" CAP.
4. 1"x6" PICKET NOTE: TO BE 3" ABOVE FINISH GRADE (TYP.)
5. (3) 2"x4" RAILS
6. (3) WACKER CLAMPS WITH COUNTER-SINK NUTS
7. COMPACTED SOIL
8. 12" DIA. CLASS A (PER SPEC. 702.3) CONCRETE FOOTING

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. WOOD FENCE MATERIAL AS SPECIFIED IN ZONING ORDINANCE 2002-04.
3. GALVANIZED STEEL POSTS SHALL BE SPACED AT 8' ON CENTER MAX.
4. HARDWARE TO BE HOT DIPPED GALV.
5. FENCE STAIN TO BE DETERMINED.

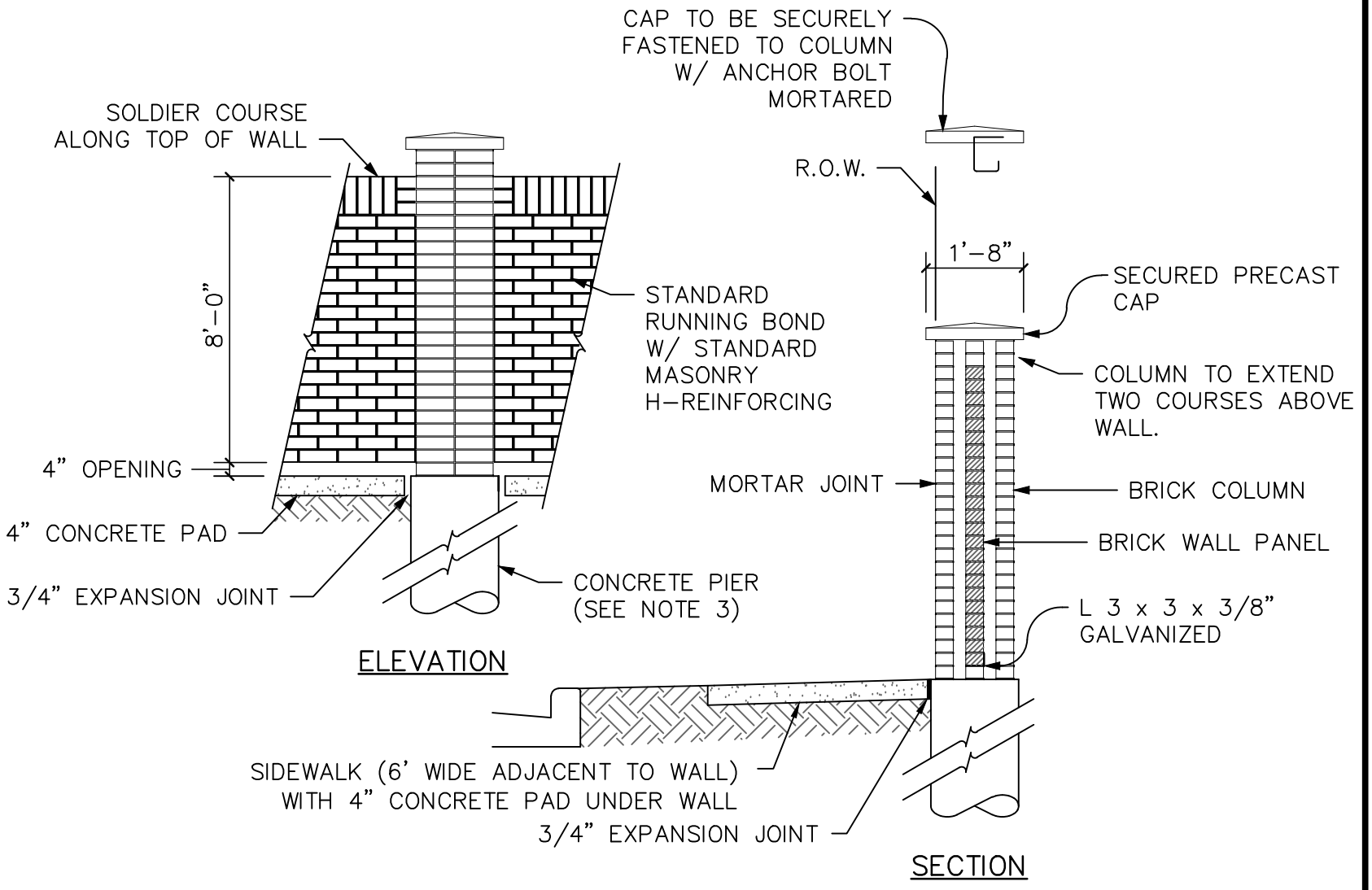
City of Saginaw **Construction Standards**	WOOD SCREENING DETAIL	**REVISED AUG 2020** RD-16

City of Saginaw
Construction Standards

MASONRY SCREENING DETAIL

RD-17

REVISED AUG 2020

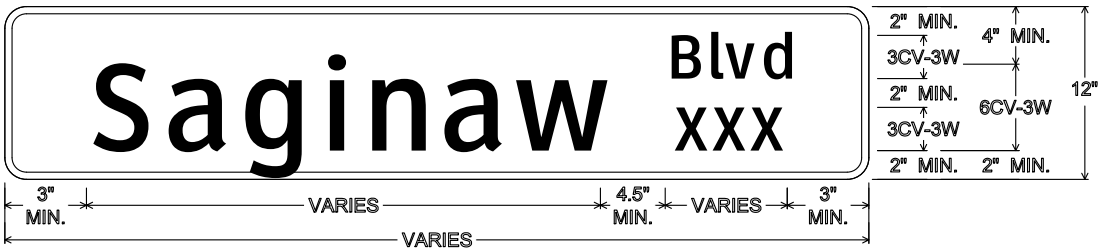


NOTES:

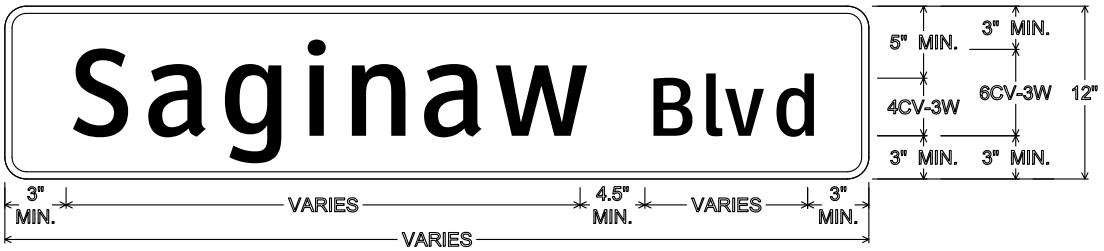
1. MASONRY SCREENING FENCE PER ZONING ORDINANCE 2002-04.
2. TYPICAL GRADE ADJUSTMENT TO BE 3", 6", 9" OR 12" INCREMENTS ONLY. CONTRACTOR TO VERIFY GRADE ADJACENT TO WALL LOCATION AND DETERMINE GRADE ADJUSTMENT INCREMENTS PRIOR TO CONSTRUCTION.
3. SCREENING WALL AND CONCRETE PIER DESIGN SHALL BE DESIGNED BY A LICENSED ENGINEER AND SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL.



1.5" Radius, 0.5" Border, White on Green;



1.5" Radius, 0.5" Border, White on Green;



1.5" Radius, 0.5" Border, White on Green;



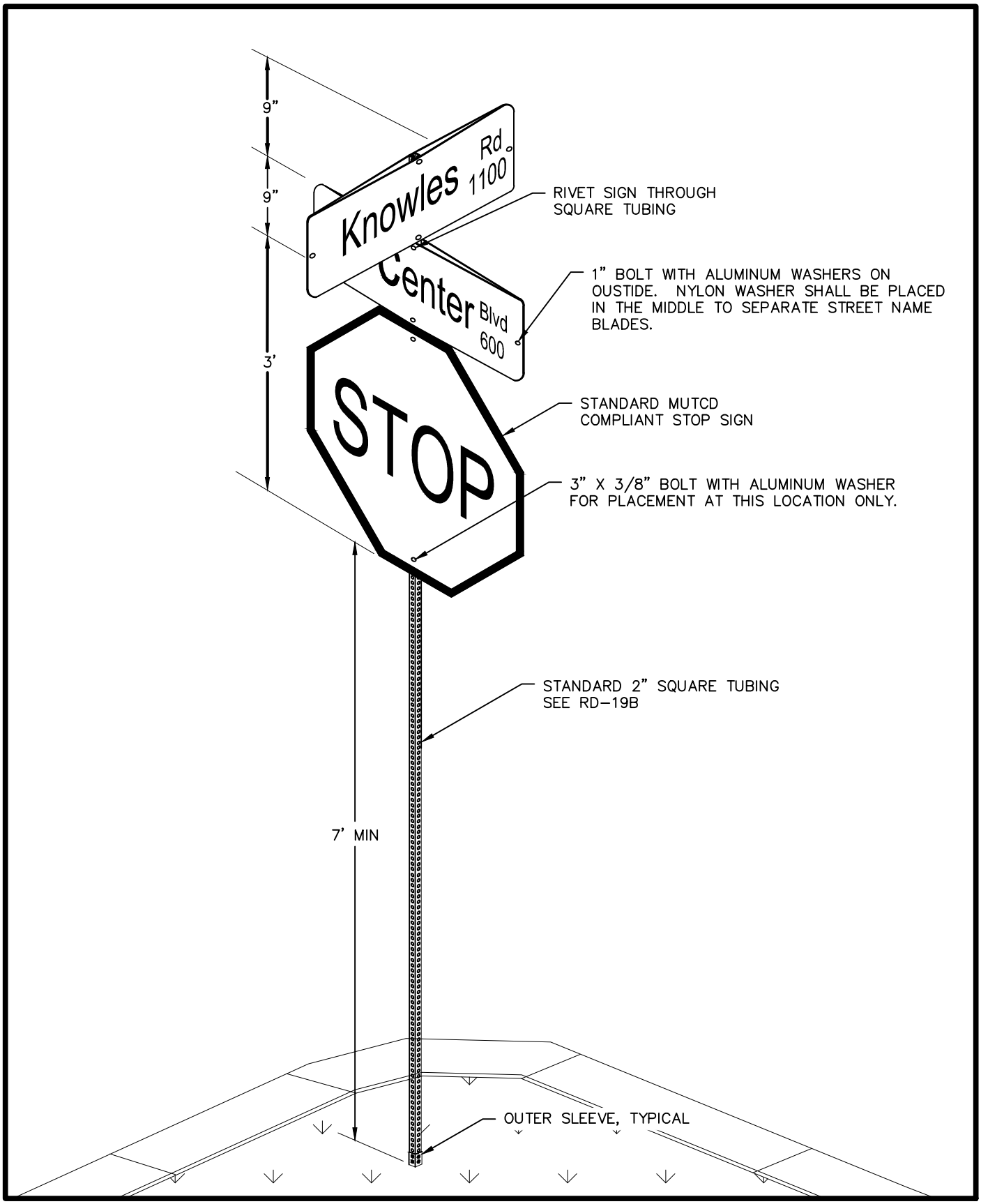
1.5" Radius, 0.5" Border, White on Green;

1. SIGN BLANK FOR 2 INCH POST INSTALL: 0.08 FEDERAL SPEC. ALUM. (LP/SP INSTALL 0.125 UNDRILLED)

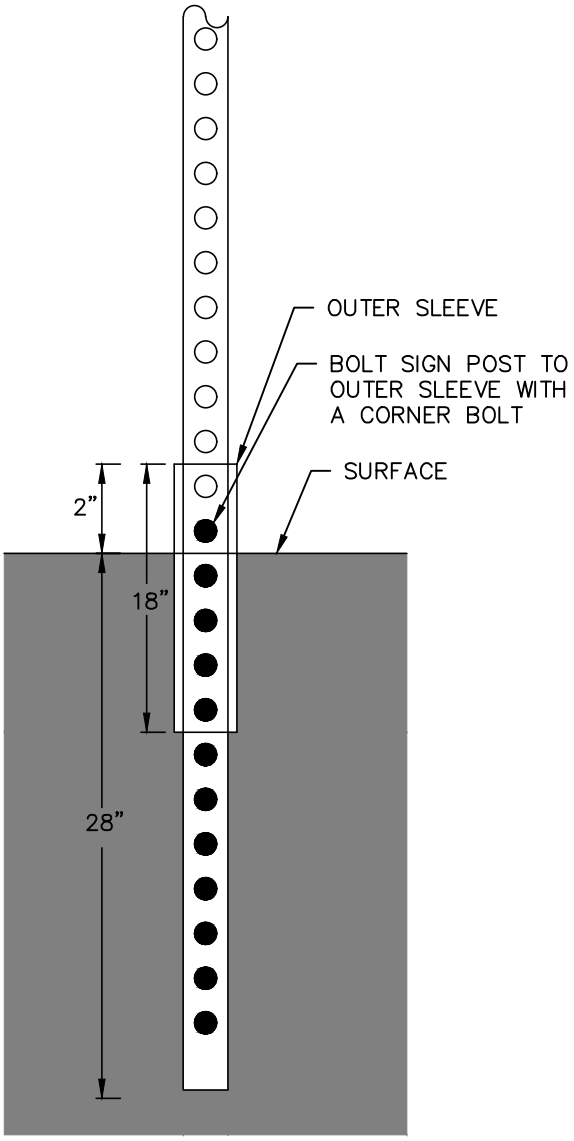
2. FONT: HIGHWAY GOTHIC 'C' OR 'B' (DEPENDING ON LENGTH OF NAME)

3. STREET NAME SIGN SHEETING SHALL BE WHITE 3M DIAMOND GRADE CUBED (DG3) WITH GREEN ELECTRO-CUT (EC) TRANSPARENT FILM AS AN OVERLAY OR AN APPROVED EQUAL.

4. REFER TO DETAIL D3-1G OF THE TEXAS STANDARD HIGHWAY SIGN DESIGN MANUAL FOR ADDITIONAL SPACING REQUIREMENTS.



City of Saginaw **Construction Standards**	SIGN POST INSTALLATION	**REVISED AUG 2020** RD-19A



NOTES:

1. ALL POSTS AND ANCHROS SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR HOT ROLLED CARBON SHEET STEEL, STRUCTURAL QUALITY ASTM DESIGNATION A570–79.

2. ALL POSTS AND ANCHORS SHALL CARRY MINIMUM CERTIFIABLE 60,000 PSI YIELD STRENGTH.

3. ALL POSTS AND ANCHORS SHALL BE MANUFACTURED FROM RAW STEEL, FORMED AND WELDED ON THE CORNER PRIOR TO RECEIVING A TRIPLE COAT PROTECTION OF INLINE HOT–DIPPED, GALVANIZED ZINC PER AASHTO M–120 (0.8 OZ. PER SQUARE FOOT) FOLLOWED BY A CHROMATE CONVERSION COATING AND A CROSS–LINKED POLYURETHANE ACRYLIC EXTERIOR COATING. THE INTERIOR SHALL RECEIVE A DOUBLE COAT OF ZINC BASED ORGANIC COATING, TESTED IN ACCORDANCE WITH ASTM B–117.

4. ALL TOP POSTS MUST BE CAPABLE OF FRACTURING AT THE POINT OF CONNECTION WITH A SINGLE ANCHOR, WHEN IMPACTED, IN SUCH A MANNER THAT THE PIECE INSIDE OF THE ANCHOR CAN BE REMOVED SO AS TO ALLOW TO RECEIVE A NEW TOP POST.

5. THE SHAPE OF ALL POSTS AND ANCHORS SHALL BE SQUARE AND STRAIGHT WITH SMOOTH TUBING WELDED IN ONE CORNER WITH A TOLERANCE THAT PERMITS TELESCOPING OF THE NEXT LARGER OR SMALL SIZE, IN ¼" INCREMENTS.

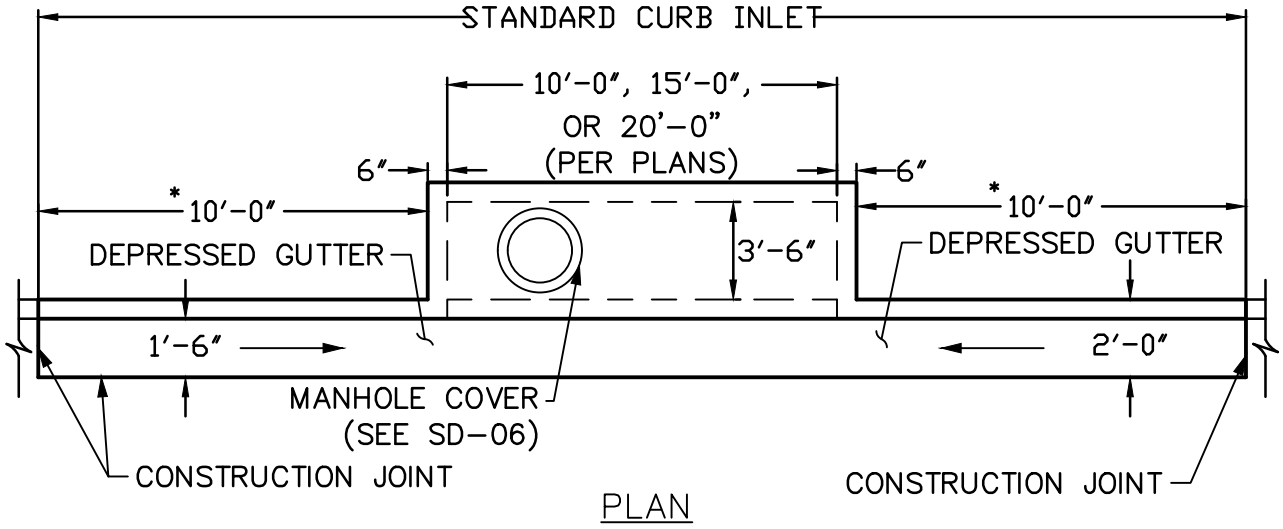
6. ALL ANCHORS SHALL BE 12 GAUGE WITH HOLES THAT ARE FULLY PERFORATED 7/16" DIAMETER ON 1" CENTERS FOR AT LEAST THE TOP 4" OF THE ANCHOR WHILE BEING TRULY ALIGNED IN THE CENTER OF THE SECTION.

7. ALL TOP POSTS SHALL BE 14 GAUGE WITH HOLES THAT ARE PRE PUNCHED ON 1" CENTERS FOR THE ENTIRE LENGTH OF THE POST AND TRULY ALIGNED IN THE CENTER OF SECTION.

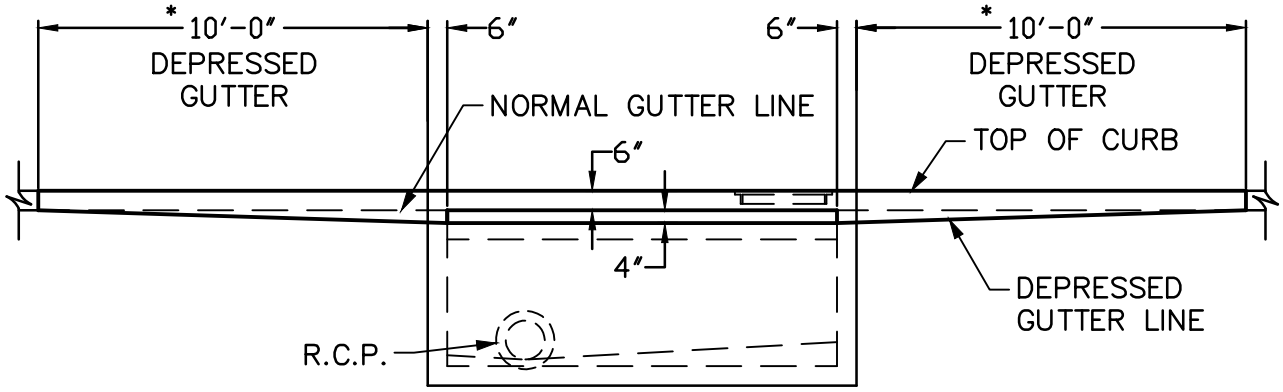
8. STANDARD OUTSIDE CORNER RADII SHALL BE 5/32" PLUS OR MINUS 1/32".

9. SIGNS TO BE ATTACHED TO POST AT THE DESIRED HEIGHT WITH BOLTS.

City of Saginaw **Construction Standards**	SIGN POST SQUARE TUBING	**REVISED AUG 2020** RD-19B



PLAN

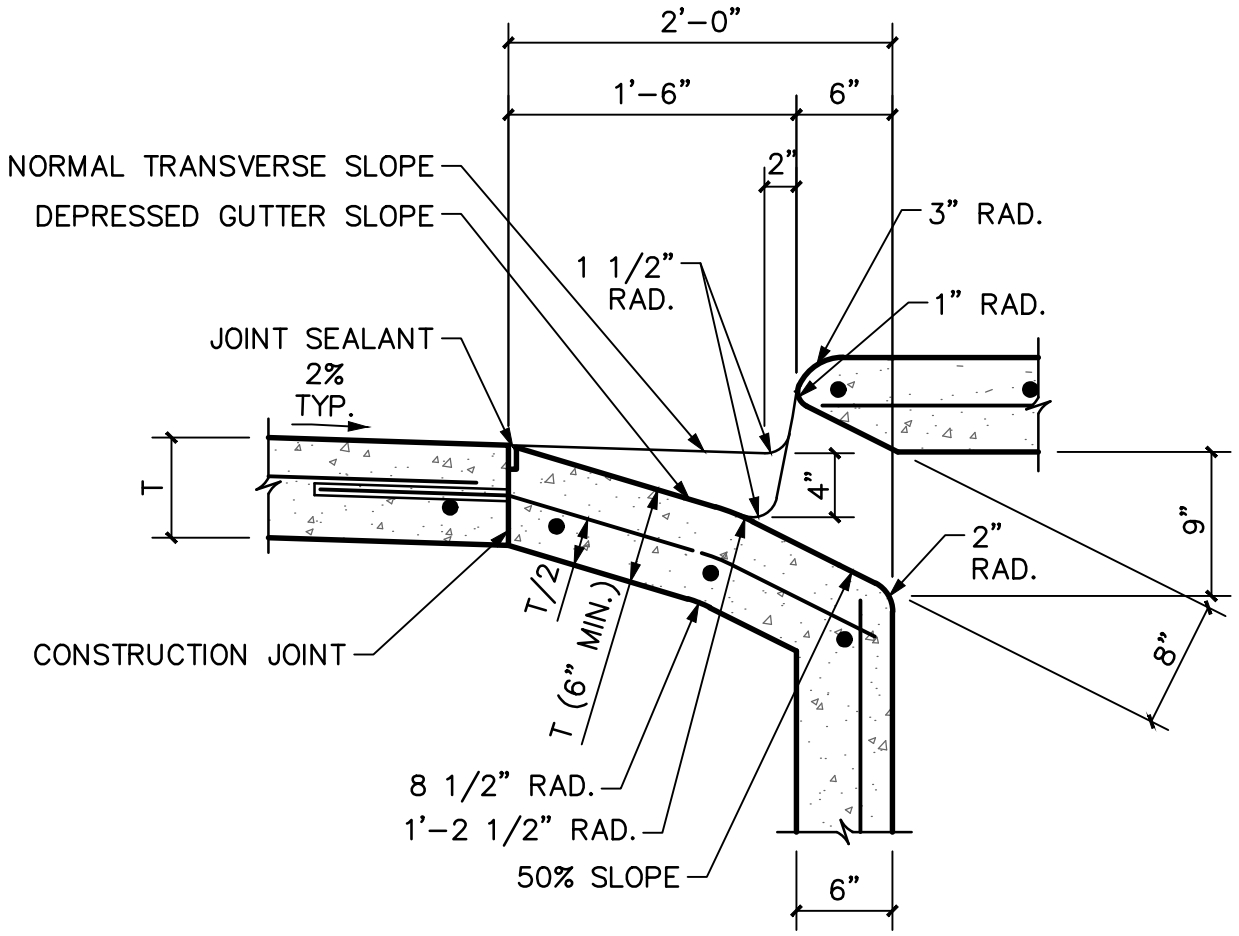


PROFILE

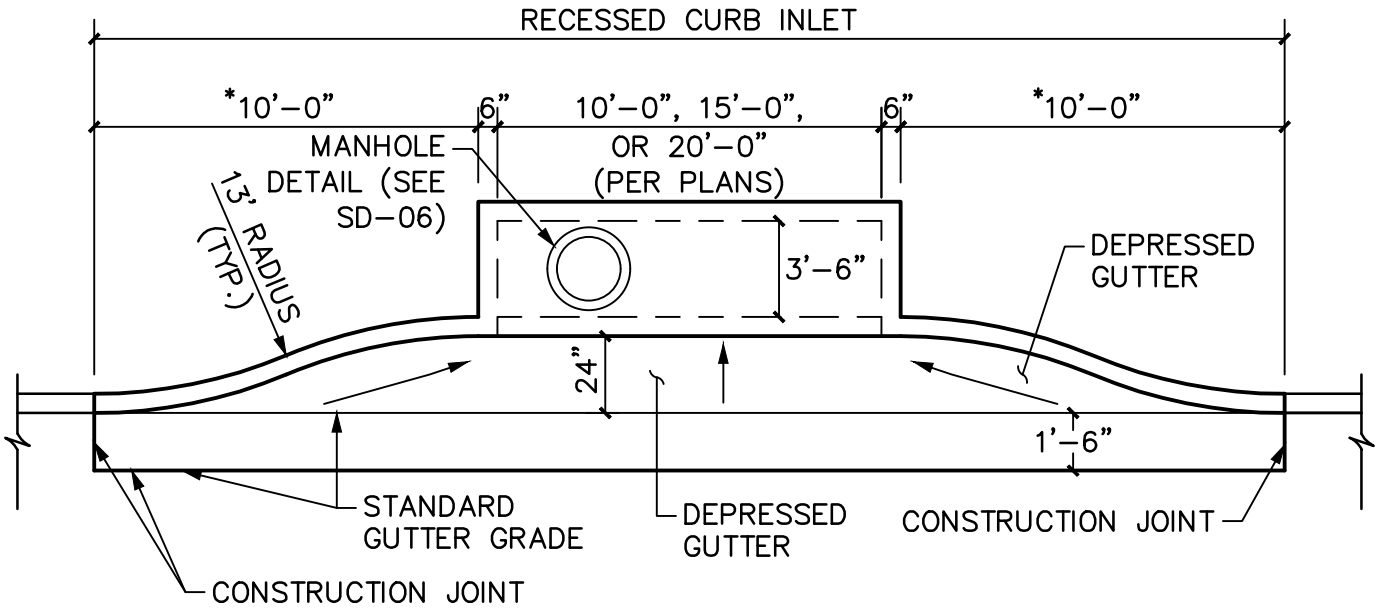
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE 4,200 PSI, CLASS F (PER SPEC. 702.3).
3. TOP OF INLET TO SLOPE 2% TOWARDS STREET OR PER PLAN.
4. CENTER SUPPORT BEAM REQUIRED FOR 15' AND 20' STANDARD CURB INLETS.
5. ADDITIONAL REINFORCING STEEL TO BE PLACED AROUND MANHOLE OPENING.
6. WING LENGTH MAY BE DECREASED BASED UPON SITE SPECIFIC CONDITIONS. CITY MUST APPROVE SHORTER LENGTH.
7. PIPE SHALL BE PLACED AT DOWNSTREAM END INLET. MANHOLE SHALL BE PLACED AT UPSTREAM END AT INLET.
8. MANHOLE COVERS INSIDE OPENING SHALL BE 30". INLET TOP WILL NEED TO BE CAST IN PLACE IN ORDER TO ACCOMMODATE 30" OPENING/COVER.
9. TWO MANHOLES ARE REQUIRED ON 15' AND 20' INLETS.

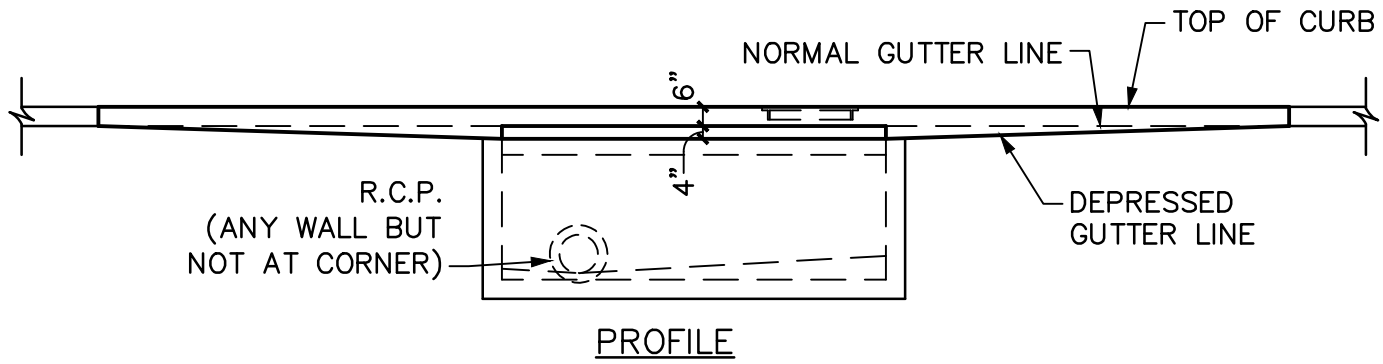
City of Saginaw **Construction Standards**	STANDARD STORM DRAIN CURB INLET	**REVISED AUG 2020** SD-01A



City of Saginaw **Construction Standards**	STANDARD CURB INLET THROAT	**REVISED AUG 2020** SD-01B



PLAN

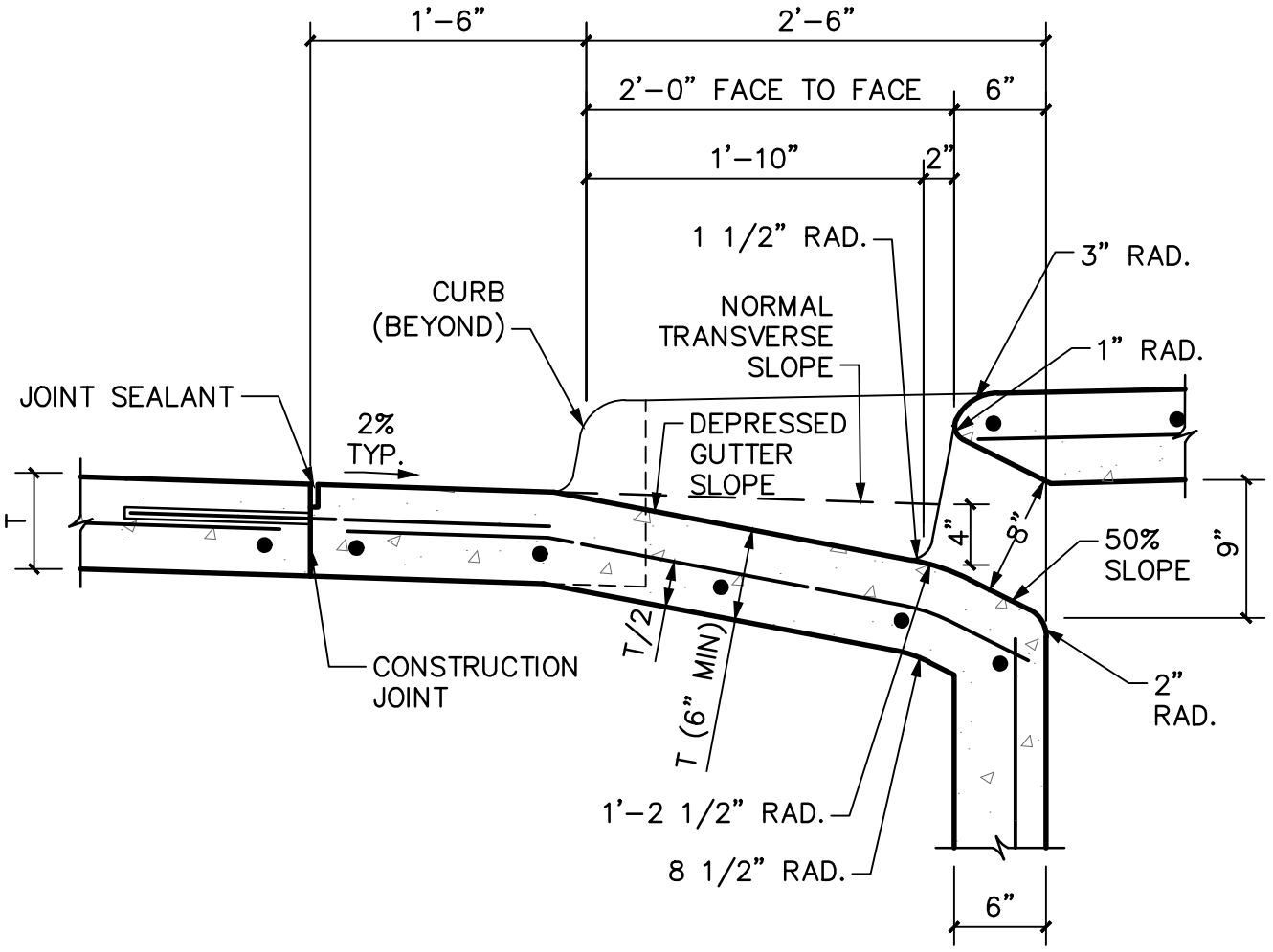


PROFILE

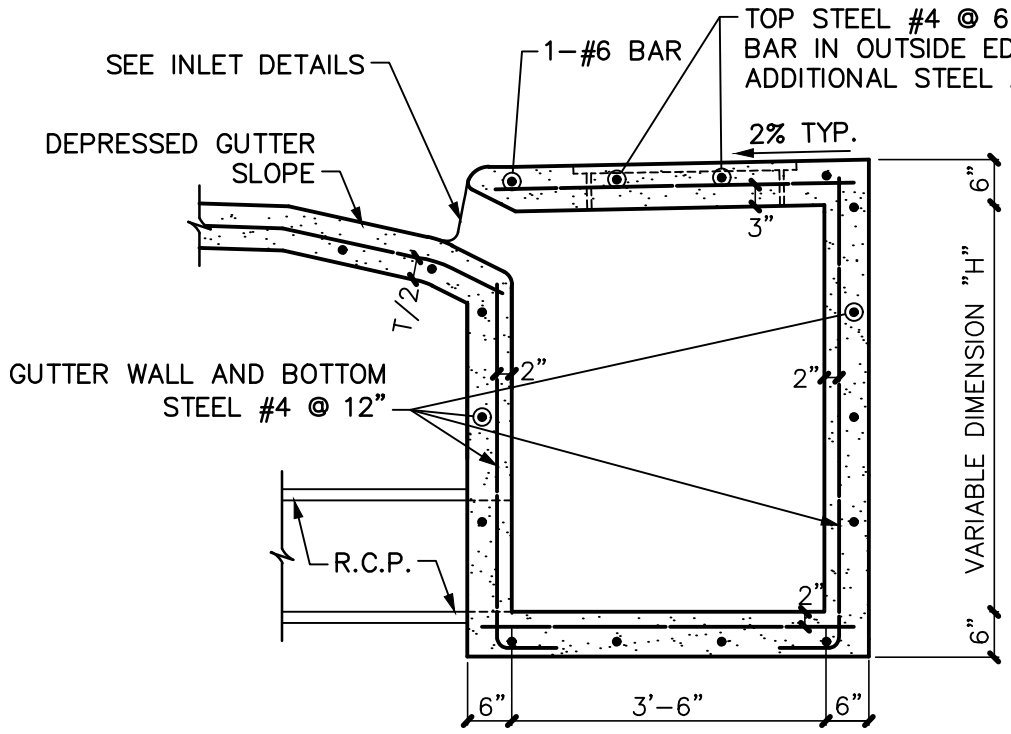
NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE 4,200 PSI, CLASS F (PER SPEC. 702.3).
3. TOP OF INLET TO SLOPE 2% TOWARDS STREET OR PER PLAN.
4. CENTER SUPPORT BEAM REQUIRED FOR 15' AND 20' STANDARD CURB INLETS.
5. ADDITIONAL REINFORCING STEEL TO BE PLACED AROUND MANHOLE OPENING.
6. WING LENGTH MAY BE DECREASED BASED UPON SITE SPECIFIC CONDITIONS. CITY MUST APPROVE SHORTER LENGTH.
7. MANHOLE COVERS INSIDE OPENING SHALL BE 30". INLET TOP WILL NEED TO BE CAST IN PLACE IN ORDER TO ACCOMMODATE 30" OPENING/COVER.
8. TWO MANHOLES ARE REQUIRED ON 15' AND 20' INLETS.

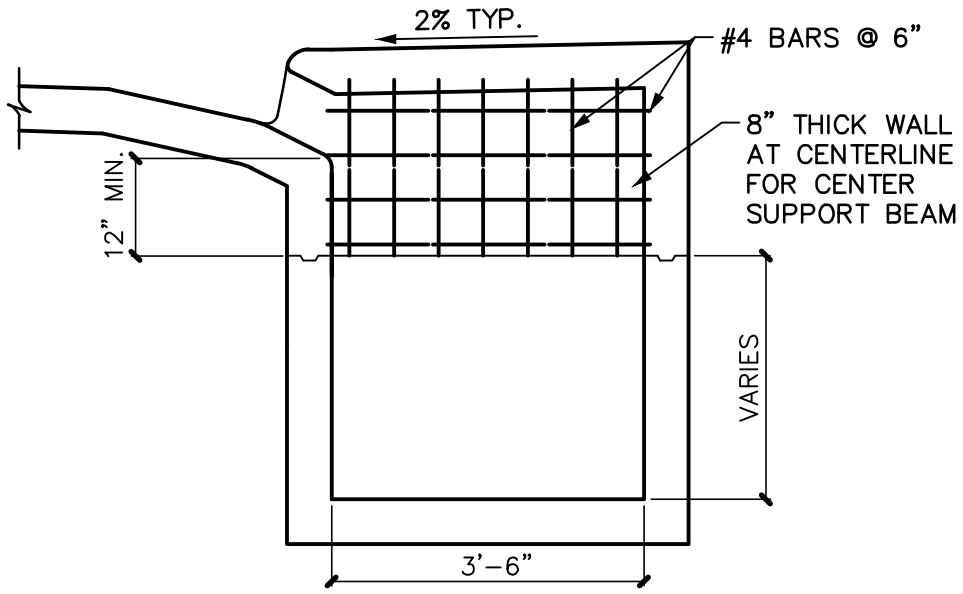
City of Saginaw **Construction Standards**	RECESSED CURB INLET	**REVISED AUG 2020** SD-02A



City of Saginaw **Construction Standards**	RECESSED CURB INLET THROAT	**REVISED AUG 2020** SD-02B



INLET SECTION FOR RECESSED AND STANDARD INLETS



CENTER SUPPORT BEAM FOR 15' AND 20' RECESSED AND STANDARD INLETS

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE 4,200 PSI, CLASS F (PER SPEC. 702.3).
3. TOP OF INLET TO SLOPE 2% TOWARDS STREET OR PER PLAN.
4. REINFORCING STEEL LAYOUT APPLICABLE TO BOTH RECESSED AND ON–GRADE CURB INLETS.

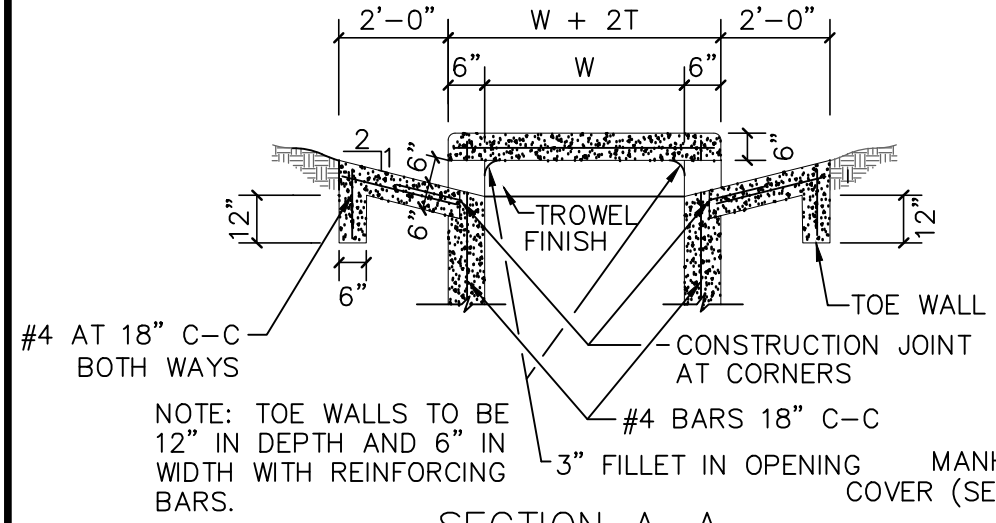
City of Saginaw **Construction Standards**	INLET REINFORCEMENT	**REVISED AUG 2020** SD-03

City of Saginaw
Construction Standards

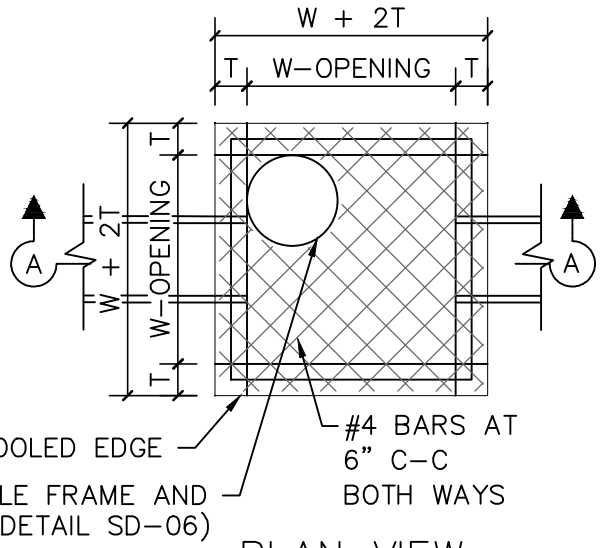
STANDARD DROP INLET

SD-04

REVISED AUG 2020



SECTION A-A



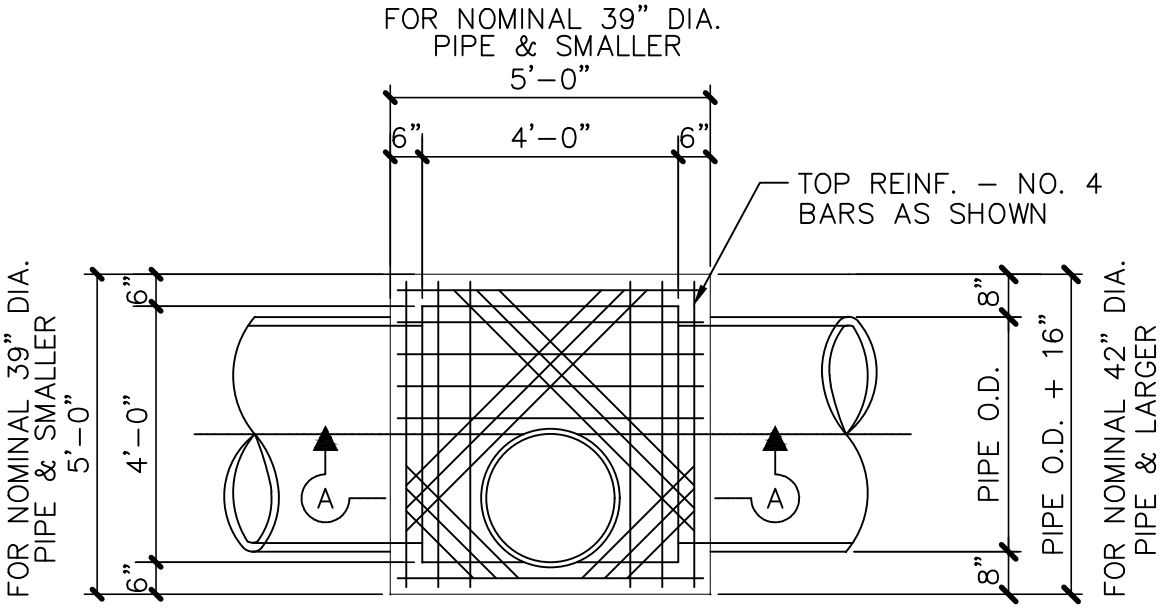
PLAN VIEW

NOTES:

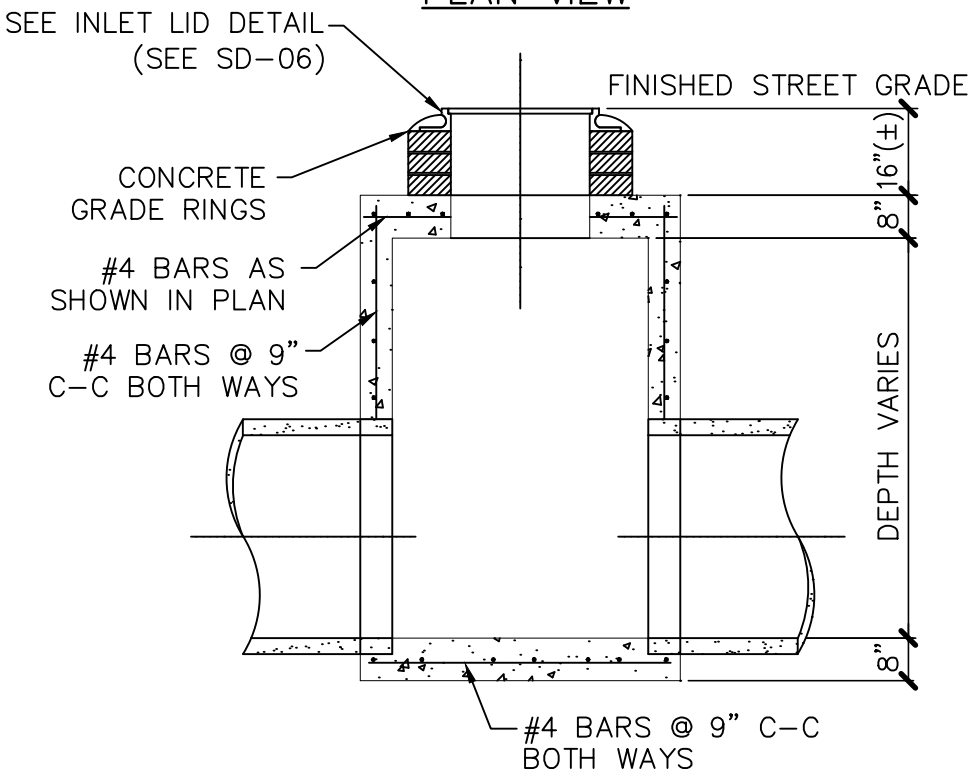
1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE FOR DROP INLETS SHALL BE CLASS F (PER SPEC. ITEM 702.3).
3. LAYERS OF REINFORCING STEEL NEAREST THE INTERIOR AND EXTERIOR SURFACES SHALL HAVE A COVER OF 2" TO THE CENTER OF BARS, UNLESS OTHERWISE NOTED.
4. FOR DETAILS OF REINFORCING TO LOWER PORTIONS OF INLET, SEE APPROPRIATE SQUARE MANHOLE DETAILS.
5. DEPTH OF DROP INLET FROM FINISHED GRADE TO FLOW LINE OF INLET IS VARIABLE. APPROXIMATE DEPTH SHALL BE SHOWN ON PLANS AT LOCATION OF INLET.
6. ALL STANDARD DROP INLETS SHALL HAVE ONE OPENING ON EACH SIDE UNLESS SHOWN ON PLANS.
7. DECK MAY BE REINFORCED THE SAME AS STANDARD SQUARE STORM DRAIN MANHOLE.
8. CAST IRON FRAME AND COVER, TVI&S #679 WITH 1/2" TO 5/8" DIAMETER PICK BAR, OR APPROVED EQUAL.
9. MANHOLE LIDS SHALL BE BOLTED AND CHAINED TO THE INLET BOX USING 2' OF 3/8" STOCK CHAIN AND 3/8" CARRIAGE BOLTS.

INLET SIZE	T	W
2' SQUARE	7"	2'-0"
4' SQUARE	7"	4'-0"
5' SQUARE	8"	5'-0"
6' SQUARE	9"	6'-0"
7' SQUARE	9"	7'-0"
8' SQUARE	9"	8'-0"

FOR LOWER PORTION OF 2' SQUARE DROP INLET USE REINF. STEEL DETAILS OF 4' SQUARE MANHOLE AND ELIMINATE INLET RING AND COVER.



PLAN VIEW

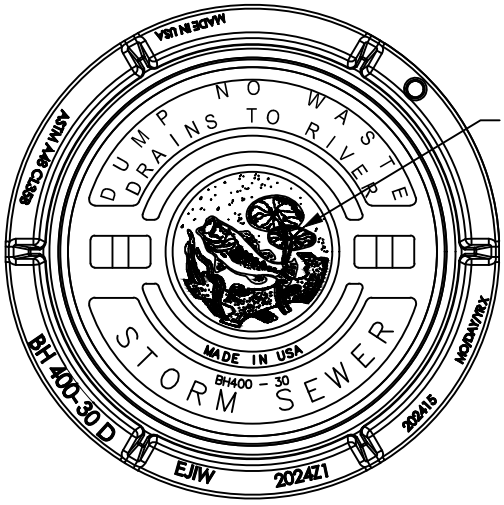


SECTION A-A

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE CLASS F (PER SPEC. ITEM 702.3).

City of Saginaw **Construction Standards**	STANDARD 4-FOOT SQUARE STORM DRAIN MANHOLE	**REVISED AUG 2020** SD-05

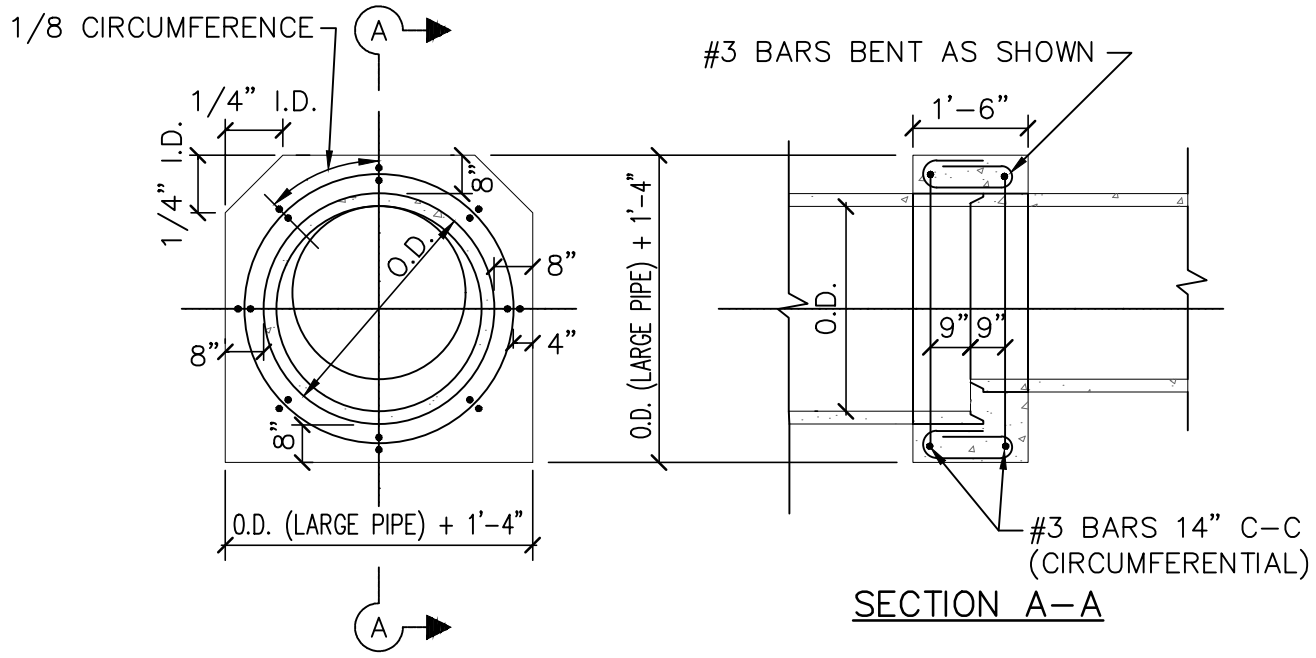


SPECIAL LOGO INSERT
PER CITY REQUIREMENT

NOTES:

1. MANHOLE LID AND RIM SHOULD BE BASS AND HAYS FOUNDRY, INC. PRODUCT OR APPROVED EQUAL BY CITY.

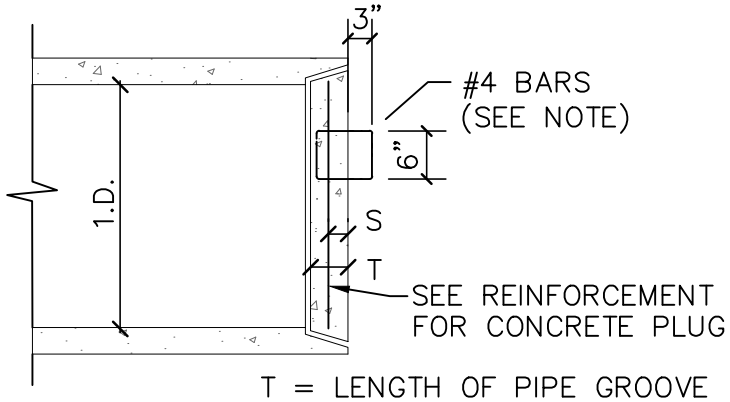
City of Saginaw **Construction Standards**	MANHOLE COVER RIVER LOGO	**REVISED AUG 2020** SD-06



SECTION A–A

REINFORCED CONCRETE COLLAR

PIPE SIZE	REINF. BAR	DISTANCE C–C BOTH WAYS	S
18"–33"	# 3	12"	1/2 T
36"–54"	# 3	12"	1/3 T
60"–84"	# 4	12"	1/4 T

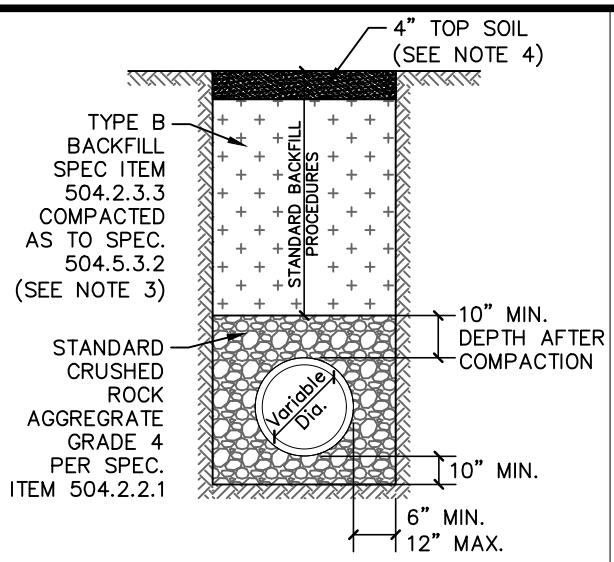


T = LENGTH OF PIPE GROOVE

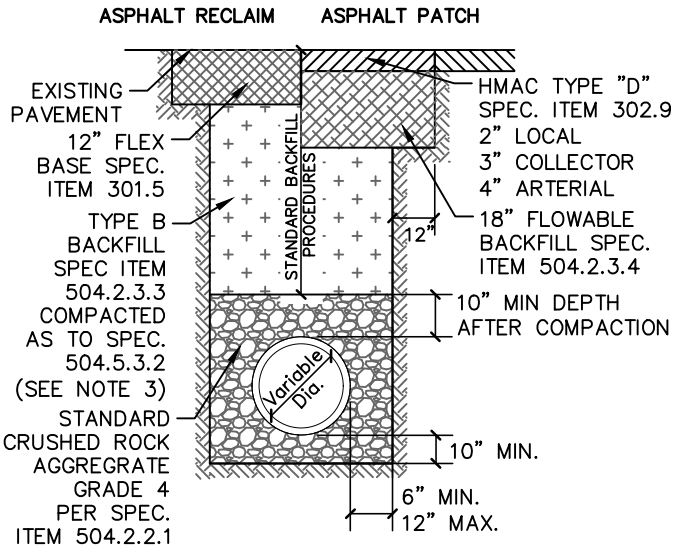
REINFORCED CONCRETE PIPE PLUG

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE CLASS A (PER SPEC. ITEM 702.3).
3. STEEL HANDLE FOR REINFORCED CONCRETE PIPE PLUG SHALL BE LOCATED 1/4 I.D. ABOVE CENTER POINT OF PLUG. TWO (2) STEEL HANDLES WILL BE REQUIRED ON PLUGS OF 36" DIA. PIPES OR LARGER AND SHALL BE PLACED 1/4 I.D. APART AND 1/4 I.D. ABOVE CENTER OF PLUG.
4. COLLARS MAY ONLY BE USED TO REDUCE THE DIAMETER ONE PIPE SIZE. A JUNCTION BOX IS REQUIRED FOR REDUCING MORE THAN ONE PIPE SIZE.

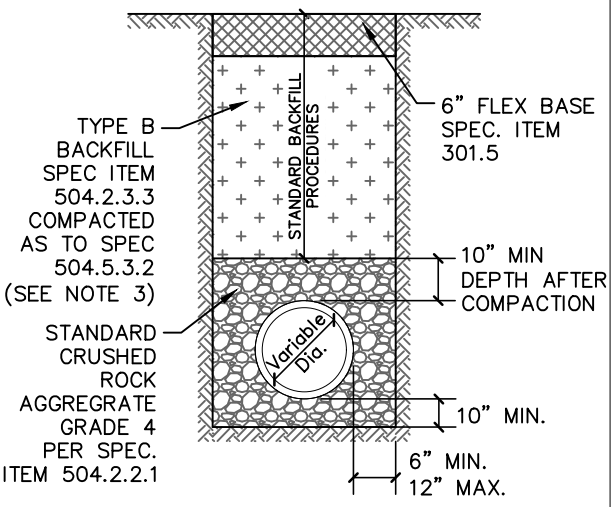


UNPAVED AREA

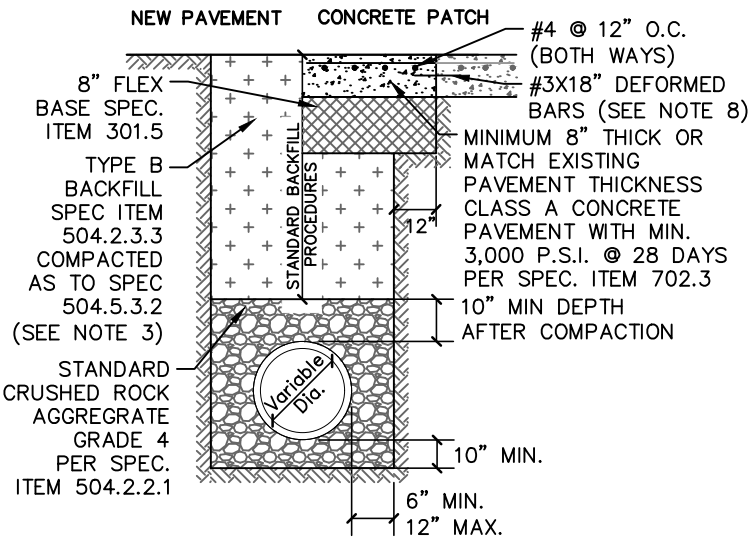


NOTE: FOR NEW STREETS, BACKFILL MAY BE EXTENDED TO THE TOP OF THE TRENCH

ASPHALT PAVEMENT



GRAVEL SURFACE



CONCRETE PAVEMENT

NOTES:

1. ALL SPEC. ITEM NUMBER REFERENCES SHALL REFERENCE THE 5TH EDITION OF NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. AT THE END OF EACH WORK DAY ALL SPOILS SHALL BE REMOVED FROM THE CITY R.O.W. UNLESS PRIOR WRITTEN PERMISSION IS OBTAINED FROM THE CITY TO STORE SPOILS IN DESIGNATED SPOIL STORAGE AREAS THAT DO NOT OBSTRUCT AUTOMOBILE OR PEDESTRIAN TRAFFIC.
3. ROCKS GREATER THAN 4" IN DIAMETER SHALL BE REMOVED FROM ANY NATIVE MATERIAL USED AS BACKFILL.
4. TOPSOIL SHALL BE 4" IN DEPTH AND SHALL BE LOOSE AND FREE OF ROCKS OR CLODS GREATER THAN 1/4" IN DIAMETER. ALL TOPSOIL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
5. ALL PAVEMENT SHALL BE REMOVED ALONG NEAT SAW CUT LINES PER SPEC. ITEM 402.3.
6. STORM LINE WARNING TAPE OF MIN 4" WIDTH SHALL BE INSTALLED ABOVE THE EMBEDMENT MATERIAL.
7. A MAXIMUM OF 50 FT OF OPEN TRENCH WILL BE ALLOWED AT ANY TIME, UNLESS APPROVED BY THE CITY.
8. DEFORMED BARS DOWELED AND EPOXYED MIN. 6" INTO EXISTING PAVEMENT @ 12" O.C. (TYP).

City of Saginaw **Construction Standards**	STANDARD STORM DRAIN EMBEDMENT AND BACKFILL	**REVISED** **AUG 2020** SD-08

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (12)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
PUBLIC HEARING - Consideration and Action Regarding a Request by Community Link Mission to Rezone Lot 6, Block 6, Town of Saginaw Addition (320 S. Belmont St.) from Single Family (SF-4) to Neighborhood Commercial (NC) (Ordinance No. 2020-26)

BACKGROUND/DISCUSSION:

Community Link Mission has requested a zoning request for 320 S. Belmont St. to rezone the property from Single Family (SF-4) to Neighborhood Commercial (NC). The purpose of the request is to incorporate the lot into Community Link's overall development.

Community Links property is zoned Neighborhood Commercial. Community Link intends to replat the property combining it with Community Links' main property to the north.

The Ultimate Land Use Plan shows the property as Neighborhood Commercial (NC).

The Planning and Zoning Commission considered the request on November 10, 2020 and unanimously approved it.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
It is recommended that City Council approve the zoning request as recommended by the Planning and Zoning Commission and revision of the official zoning map and Comprehensive Land Use plan in accordance.

ATTACHMENTS:

Description

P&Z Packet
Zoning Ordinance
P&Z Minutes

DATE: November 10, 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 by Community Link Mission to Rezone Lot 6, Block 6, Town of Saginaw Addition (320 S. Belmont St.) from Single Family (SF-4) to Neighborhood Commercial (NC)

Owner: Community Link Mission

Owners Representative: Lara Gay, Executive Director of Operations Community Link Mission

Architect: Mark Canterbury

Community Link Mission has requested a zoning request for 320 S. Belmont St. to rezone the property from Single Family (SF-4) to Neighborhood Commercial (NC). The purpose of the request is to incorporate the lot into Community Link's overall development.

Community Links property is zoned Neighborhood Commercial. Community Link intends to replat the property combining it with Community Links' main property to the north.

If there are any questions, please let me know.

CITY OF SAGINAW
PLANNING AND ZONING COMMISSION APPLICATION
APPLICATION FOR REQUEST TO CHANGE ZONING

CASE NUMBER: _____

All information required in the Zoning Ordinance #2002-04 and/or the Subdivision Ordinance # 2006-10 of the City of Saginaw must be received in the 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 (X) PLANNED DEVELOPMENT ( ) DEVELOPMENT PLAN ( )

FLOODWAY OR FLOODPLAIN DEVELOPMENT ( )

CURRENT ZONING: SF-4_____ PROPOSED ZONING: NC

LEGAL DESCRIPTION: *(fill in the one that applies)*

LOT: 6 BLOCK: 6 ADDITION: Town of Saginaw

TRACT:_____ABSTRACT:_____SURVEY:_____

(IF LEGAL DESCRIPTION IS TOO LONG ATTACH A COMPLETE COPY)

ADDRESS and/ or LOCATION OF PROPERTY: 320 S. BELMONT ST.

NAME OF PROPOSED DEVELOPMENT: Community Link Mission

TOTAL ACREAGE OF PROPERTY: .155

REASON FOR ZONING REQUEST: (please be specific)

Incorporate land into owner's existing developed site for future usee

(Use additional sheets and attach if necessary)

CURRENT ZONING: SF-4

REQUESTED ZONING: NC

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: Lara Gay PHONE #: 817-847-0297

and/or OPTION HOLDER: PHONE #:

OWNER'S NAME:(Please Print) Lara Gay, Executive Director of Operations Community Link Mission

OWNER'S ADDRESS: 300 S. Belmont St. Saginaw, Tx 76179

APPLICANT'S SIGNATURE: PHONE # : 817-832-5119

APPLICANT'S NAME: Mark Canterbury, Architect

APPLICANT'S ADDRESS: 3941 Stoneshire Ct. Ft. Worth, Tx 76179

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: DATE: 10.22.2020 TIME:

FEE FOR APPLICATION: $150.00 RECEIPT #: 179407

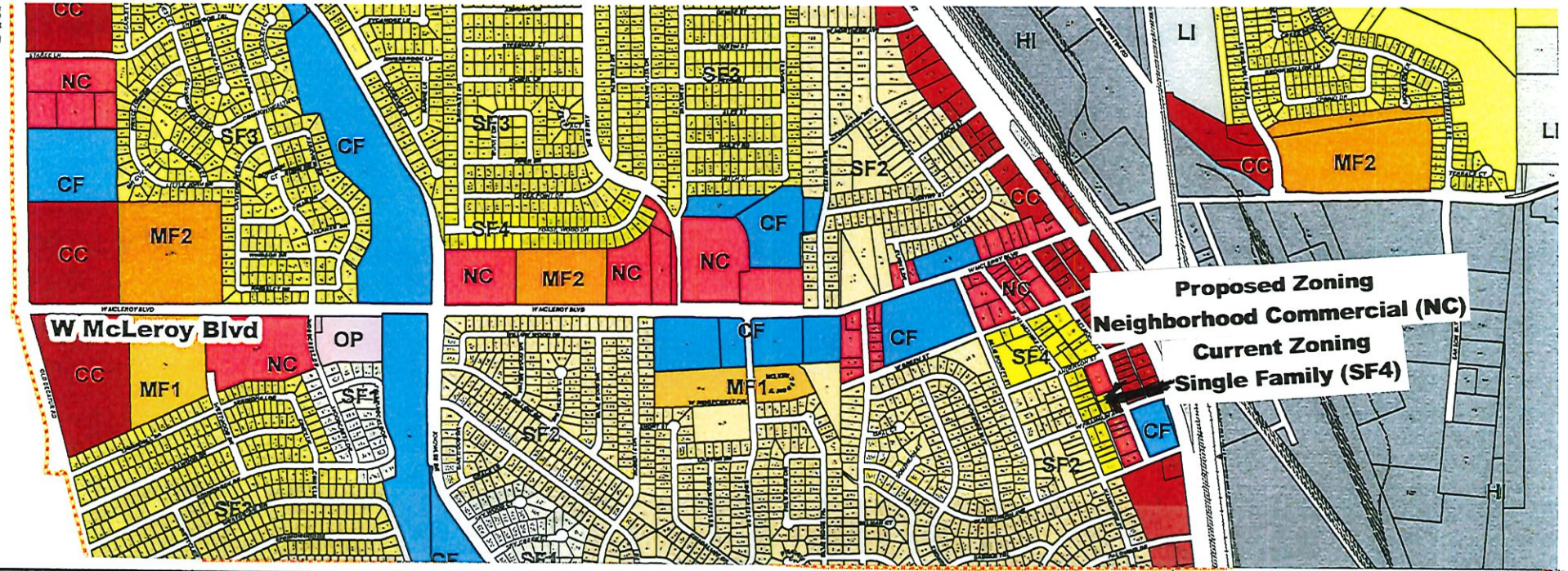
SUBMITTED INFORMATION REVIEWED BY:

PLANNING AND ZONING COMMISSION MEETING DATE:

ACTION TAKEN:

CITY COUNCIL MEETING DATE:

ACTION TAKEN:



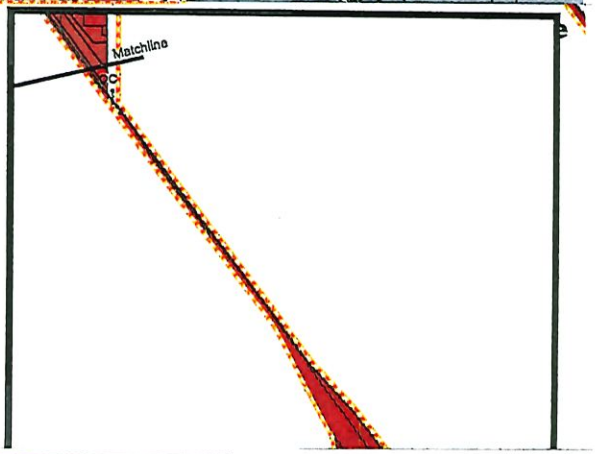
Zoning Classifications

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

N

500 0 500
Feet

1 inch = 500 feet



City Map of

Saginaw, Texas

OFFICIAL ZONING MAP

Exhibit B

Kimley»Horn

June 2020

City of Saginaw

legals & public notices

drainage improvements, and miscellaneous enhancements on the respective streets between Oak Street and Walnut Street.
There will be a non-mandatory pre-bid conference in the First Floor Conference Room # 102 of Roanoke City Hall, 500 S. Oak Street, Roanoke, Texas 76262, on Wednesday, November 4th, at 10:00 a.m.
Bidders are required to submit a cashier's or certified check issued by a bank satisfactory to the City of Roanoke, or a Bid Bond (with proper Power of Attorney) from a surety licensed to do business in the State of Texas, payable without recourse to the City of Roanoke, in an amount not less than five (5%) percent of the total amount of the bid submitted to insure that the successful bidder will enter into a contract and provide all [illegible] terms and conditions.
ATTENTION: Pursuant to Texas Government Code 2252.908, you must be able to provide the city of Roanoke (the "Owner") with a printed and executed original of a completed Certificate of Interested Parties form (Form 1295) prior to executing the contract. Failure to do so will result in the Owner's inability to execute the contract. To complete the disclosure of interested parties form, or for further information, please visit the Texas Ethics Commission's website at https://www.ethics.state.tx.us.

NOTICE TO BIDDERS
Sealed Proposals addressed to the CITY OF BENBROOK, Texas, will be received at the office of the City Director of Public Services, located at the City of Benbrook, 911 Winscott Road, Benbrook, Texas 76126 until 2:00 p.m. on Friday, November 13, 2020, for the purpose of furnishing of all parts, labor, materials, and equipment and the performing of all work required for the construction of "Miscellaneous Concrete Improvements" and other improvements incidental thereto, at which time and place the proposals will be publicly opened and read aloud and retained by the City Engineer for tabulation, checking and evaluation. (NO LATE BIDS WILL BE ACCEPTED).
BIDS shall be submitted in sealed envelopes upon the blank proposal form furnished. Sealed envelopes shall be marked "Miscellaneous Concrete Improvements DO NOT OPEN UNTIL 2:00 P.M., 11/13/20."
A non-mandatory Pre-Bid Conference at the City of Benbrook, 911 Winscott Road, Benbrook, Texas will be held at 2:00 P.M., Tuesday, November 3, 2020. All questions regarding this project must be submitted to the engineer by email by the end of the day, Friday, November 6, 2020.
Plans, Specifications, and Contract Documents may be examined without charge at the City of Benbrook municipal offices, 911 Winscott Road, Benbrook, Texas 76126. Copies of such instruments may also be obtained at the City of Benbrook upon a non-refundable payment of twenty dollars ($20.00) per set. Electronic copies of the instruments will be emailed at no cost. To obtain copies of the instruments, contact Bennett Howell, Director of Public Services at (817) 249-6063 or bhowell@benbrook-tx.gov.

PUBLIC NOTICE *
CITY OF SAGINAW
The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on November 10, 2020 to consider a request for a change in zoning from Single Family (SF4) to Neighborhood Commercial (NC) on Lot 6, Block 6, Town of Saginaw, more commonly known as 320 South Belmont Street, Saginaw, Texas 76179.
The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on November 17, 2020 to consider the above mentioned request for a change of zoning, contingent upon the receipt of a report regarding the proposed zoning change from the Planning and Zoning Commission.
Both meetings will be in the Council Chambers at City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any questions regarding this matter to Rick Trice at 817-230-0500.

PUBLIC NOTICE
On Thursday, October 22, 2020, the Municipal Court of the City of Arlington, Texas, conducted a public hearing, resulting in the following order.
If the terms of these orders are not met, a designee of the Director of Code Compliance Services is authorized to perform the actions described and assess the expenses against the property. Alternatively, the City is authorized to assess a civil penalty in the amount of $250.00 per day that a Residential property continues to be in violation and $1,000 on a Commercial property that continues to be in violation of these orders.
A copy of these orders may be obtained from the City Secretary's Office of the City of Arlington, Texas, 101 W. Abram, Arlington, Texas.
ORDERED: The structure located at 911 Shady Oaks Ct, Arlington Texas, was declared to be dangerous. The owners have 30 days, with 30 additional days for lien holders to keep the property secured, and to remove, demolish, or repair the structure to minimum ordinance standards.
ORDERED: The structure located at 704 E Rogers St, Arlington Texas, was declared to be dan-

REQUEST FOR COMPETITIVE SEALED PROPOSALS
Walnut Creek Linear Park Phase 3A
City of Mansfield, Texas
Bid Number – 2020-23-01-01
Closing 2:00p.m. – November 5, 2020
It is the intention of the City of Mansfield to receive competitive sealed proposals from interested and qualified construction service firms with experience in the waterpark construction industry to construct the Walnut Creek Linear Park Phase 3A.
The proposed scope of work will include but is not limited to—
• Demolition and removal of any existing elements in site boundaries.
• Grading.
• Installation of 12' concrete trial to specifications.
[illegible] teria and the weighted value for the criteria; and (2) the City's ranking evaluation.
Four (3) 8 ½" x 11" bound copies and one unbound, signed original of the proposal shall be submitted in sealed envelopes and clearly marked "Walnut Creek Linear Park Phase 3A" to be received on November 5, no later than 2:00 pm, Attn: Susana Marin, City Secretary 1200 E Broad Street, Mansfield TX 76063. Opening of proposals will begin on five minutes after the proposal closing time in the City Hall multipurpose room, 1200 E. Broad St. Mansfield, TX 76063.
Schedule:
10/21/2020 First Ad Placed In Local Newspaper & civcastusa.com
10/28/2020 Second Ad Placed In Local Newspaper
10/29/2020 Non-Mandatory Pre-Bid Meeting
11/5/2020 2:00P.M. Proposals Due – 2:05P.M. Opening Proposals
For questions concerning the preparation of your submittal for the Request for Competitive Sealed Proposals, please contact Chris Ray, Park Planner at 817-728-3393, or chris.ray@mansfieldtexas.gov

REQUEST FOR PROPOSALS FOR PROGRAM YEAR 2021-2022 (July 1, 2021-June 30, 2022)
The City of Arlington is requesting proposals for the following federal grants:
• Community Development Block Grant (CDBG) – Public Services and Planning
• HOME Investment Partnerships (HOME) – Homeowner and Rental Housing Development
• Emergency Solutions Grant (ESG) – Homeless Services
The City will hold a virtual Request for Proposals (RFP) Workshop for interested non-profit organizations, Community Housing Development Organizations (CHDO), and developers on Monday, November 2, 2020, from 9:30 to 11:30 a.m. via Microsoft Teams Click here to join the meeting or by calling 469-375-9689 or (833)-268-8354 Conference ID: 196-626-160#. RFP documents can be found on the City's website at https://www.arlingtontx.gov/city_hall/departments/office_of_strategic_initiatives/grants_management/planning_and_reporting. For additional information about the workshop or to arrange for special accommodations or alternative document forms please contact 817-459-6229 at least 48 hours in advance or via email grantsmanagement@arlingtontx.gov.
Questions regarding the RFPs should be submitted to GrantsManagement@arlingtontx.gov or by phone to 817-459-6229.
All CDBG, HOME, and ESG proposals must be submitted before the 11:59 p.m. deadline on Friday, December 4, 2020.
SOLICITUD DE PROPUESTAS PARA EL PROGRAMA DEL AÑO 2021-2022 (1 Julio 2021 a 30 Junio 2022)
La ciudad de Arlington esta solicitando propuestas para las siguientes subvenciones federales:
• Community Development Block Grant (CDBG) - Servicios Publicos y Planificacion
• Asociaciones para Inversion en Vivienda (HOME) - Desarrollo de la Vivienda
• Soluciones de emergencia Grant (ESG) - Servicios para personas sin hogar
La Ciudad llevara a cabo una Solicitud de Propuestas (RFP) virtual para organizaciones sin fines de lucro, las organizaciones de desarrollo de vivienda comunitario y los desarrolladores el lunes 2 de noviembre 2020, desde las 9:30 a 11:30 a.m. por 'Microsoft Teams. Haga clic aquí para reunirse o marcar 469-375-9689 o (833)-268-8354 ID de conferencia 196-626-160#. Se puede encontrar los documentos de RFP en el sitio de web a https://www.arlingtontx.gov/city_hall/departments/office_of_strategic_initiatives/grants_management/planning_and_reporting. . Para mas Informacion sobre el seminario o para organizar acomodaciones especiales o unos formularios alternativos de los documentos por favor contacten 817-459-6229 con 48 horas de anticipacion o por email a grantsmanagement@arlingtontx.gov.
Las preguntas relacionadas con las solicitudes de propuestas deben presentarse a GrantsManagement@arlingtontx.gov o por teléfono a 817-459-6229.
Todas las propuestas de CDBG, HOME

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 November 11th 2020
Starting at 1:00 pm, at www.sto

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Consolidated Notice of Receipt of Application and Intent to Obtain Permit and Notice of Application and Preliminary Decision
Air Quality Standard Permit for Concrete Batch Plants Proposed Registration No. 70380L028
Application. Potter Ready Mix, LLC, has applied to the Texas Commission on Environmental Quality (TCEQ) for an Air Quality Standard Permit, Registration No. 70380L028, which would authorize construction of a temporary concrete batch plant located at the following driving directions: from the intersection of Cleveland Gibbs Road and SH-114, travel East on SH-114 for 0.7 miles, the plant will be located on the South side of SH-114 in Roanoke director has made a preliminary decision to issue the registration because it meets all applicable rules. The application, executive director's preliminary decision, and standard permit will be available for viewing and copying at the TCEQ central office, the TCEQ Dallas/Fort Worth regional office, and at the Roanoke Public Library, 308 South Walnut Street, Roanoke, 76262, beginning the first day of publication of this notice. The facility's compliance file, if any exists, is available for public review at the TCEQ Dallas/Fort Worth Regional Office, 2309 Gravel Drive, Fort Worth, Texas. Visit www.tceq.texas.gov/goto/cbp to review the standard permit.
Public Comment/Public Meeting. You may submit public comments or request a public meeting. See Contacts section. The TCEQ will consider all public comments in developing a final decision on the application. The deadline to submit public comments or meeting requests is 30 days after newspaper notice is published. Issues such as property values, noise, traffic safety, and zoning are outside of the TCEQ's jurisdiction to consider in the permit process.
The purpose of a public meeting is to provide the opportunity to submit comments or ask questions about the application. A public meeting about the application will be held if the executive director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing. If a public meeting is held, the deadline to submit public comments is extended to the end of the public meeting.
Contested Case Hearing. You may request a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court. Unless a written request for a contested case hearing is filed within 30 days from this notice, the executive director may approve the application.
A person who may be affected by emissions of air contaminants from the facility is entitled to request a hearing. To request a hearing, a person must actually reside in a permanent residence within 440 yards of the proposed plant. If requesting a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number; (2) applicant's name and registration number; (3) the statement "[I/we] request a contested case hearing;" (4) a specific description of how you would be adversely affected by the application and air emissions from the facility in a way not common to the general public; (5) the location and distance of your property relative to the facility; (6) a description of how you use the property which may be impacted by the facility; and (7) a list of all disputed issues of fact that you submit during the comment period. If the request is made by a group or association, one or more members who have standing to request a hearing must be identified by name and physical address. The interests which the group or association seeks to protect must be identified. You may submit your proposed adjustments to the application which would satisfy your concerns. See Contacts section.
TCEQ Action. After the deadline for public comments, the executive director will consider the comments and prepare a response to all relevant and material, or significant public comments. The executive director's decision on the application, and any response to comments, will be mailed to all persons on the mailing list. If no timely contested case hearing requests are received, or if all hearing requests are withdrawn, the executive director may issue final approval of the application. If all timely hearing requests are not withdrawn, the executive director will not issue final approval of the permit and will forward the application and requests to the Commissioners for their consideration at a scheduled commission meeting. The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material air quality concerns submitted during the comment period. Issues such as property values, noise, traffic safety, and zoning are outside of the Commission's jurisdiction to address in this proceeding.
Mailing List. You may submitted either electronically at www14.tceq.texas.gov/epic/eComment/, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this application or the permitting process, please call the TCEQ Public Education Program toll free at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Espanol, puede llamar al 1-800-687-4040.
Further information may also be obtained from Potter Ready Mix, LLC, 2400 East

garage/yard sales

76008-4040 DEVONAIRE Dr, SATURDAY 10/24 8AM-2PM BABY FURNITURE, CLOTHES, & MORE

76053-144 BILLY CREEK DRIVE, Fri-Sat 9-4 144 BILLYCREEK DR

76116 - 3808 Busseron Friday, Saturday 8am-5pm 3 family garage sale.

76126-1517 TIMBERCREEK Rd, Friday,Saturday 9AM- PM. Moving sale. A lot of good stuff

76133-4417 WILLOW Way Rd, Fri&Sat; 8AM-4PM Yard sale, furniture, tools, kitchen, decor

76180-7831 ROGAN Drive, Saturday Oct. 31 9AM-until CASH & CARRY! Electric Power Lift Recliners, Electric Wheelchair, Sofa's, Table/Chairs, Microwaves, Refrigerators, Stackable Washer & Dryer, Queen Temper-Pedic Mattresses, Antiques, Flat Screen TV's, DVD players, Dressers, Cabinets & SO MUCH MORE. Please contact Jill for add'tl info jmg.mona22@gmail.com This is an inside/outside event. Masks are required

76248-1028 CONCHOS Cir E, Fri-Sat, Oct 30-31 8AM-4PM Furn, appl, baby, yard items, tools

merchandise

antiques

1920 Antique dinette & server. Billy Jack Powell family Hurst, Tx $500 817-282-5240 8a-6p

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BOTIQUE STYLE Clothes All Like New, SZ 6-14, $10-$100 817-320-4549

MOWERS, EDGERS $50-$110, trades ok 817-281-4652

SHOWER DOORS 45x72 $40 obo 817-294-0795

White Solid Wood 4.5ft Tall Cabinet On Wheels $155. 817-437-1784 CASH ONLY!

estate sales

76017: 3100 Collard Rd, 10/22-10/24 .8:30-5 Designer Estate Sale

76179- Estate Sale, 10/30 & 10/31, 9a-4p. 5109 Cedar Springs Dr

ESTATE SALE-76182 7901 Heatherbrook Dr,Thur-Fri 9a-4p/Sat9a-2p

ESTATE SALE -76248 229 Carlow Ct, Thur and Fri 9a-4p

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GAITWOOD ESTATE Sale Fri. 9-5, Sat. 9-3, Sun.10-4 - https://www.estatesales.net/TX/Arlington/76010/2694981

firearms

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SAT. Oct. 31, 9am-5pm
SUN. Nov 1, 10am-4pm
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TSRA Gun Range.
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furniture for sale

6 piece cloth living room set, sofa, loveseat, platform chair, 2 end tables & coffee table with glass tops $125 - 81 7-739-8520

lawn & garden supplies

WE POWDER COAT PATIO FURNITURE. Longhorn 817-759-2224

wanted to buy

FREON WANTED: We pay $$$ for cylinders and cans. R12 R500 R11 R113 R114. Certified Professionals. (312)291-9169 or visit RefrigerantFinders.com

FREON WANTED: We pay $$$ for cylinders and cans. R12 R500 R11 R113 R114. Certified Professionals. (312)291-9169 or visit RefrigerantFinders.com

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real estate

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homes for sale

▼fort worth

☆BAD CREDIT OK☆
Nice Brick Home 3-2-2 Owner Fin. 817-447-0089 firststepmgt.com

SW FTW 2 Story 5br 4ba, 3 liv 4560sf bonus room, large kitch, huge master, HOA pool & park, fenced bckyrd. $305K 310-753-3937

lots for sale

FORT WORTH Lot for Sale- 2006 Ave C, Fort Worth 76104. Charming and warm 0.27 acres lot located in the heart of Fort Worth. $7500 817-713-6077

homes for rent

▼crowley

☆BAD CREDIT OK☆
Nice Brick Home 3-2-2 Owner Fin. 817-447-0089 firststepmgt.com

▼fort worth

☆BAD CREDIT OK☆
Nice Brick Home 3-2-2 Owner Fin. 817-447-0089 firststepmgt.com

▼palo pinto

GREAT LOCATION



RENT TO Own Option: 3,346 SF, 0.5 Acre, 2 level home, 3/2/1 Lower level - efficiency/apartment. $3,000.00/M fisher.jmark@gmail.com 713-614-3286

apartments/condos for rent

76010 BILLS PAID! $100 Dep $25 app fee, eff, 1,2,& 3 bedrooms. Call817-640-1051 for availability

76108 Furn effcy apt bills pd $300d $650m no pets 817-475-5906



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commercial real estate for rent

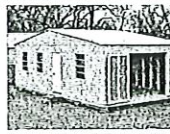
347 N. Cherry Ln.
$625 mo/approx 600 sft
IND - 132 N. Grants Ln "D"
$1,695 mo/aprox. 1,600 sft
Gene Thompson & Associates (817)246-4646 gtatx.com



- 1400 sq ft building for lease with parking. Looking for bakery/cafe renter. Currently has bakery in building Available January 2021. $2,500.00 Pinkzebra3@aol.com 301-717-6966

miscellaneous



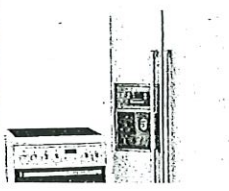




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14X24 $5,765.....16X32 $6,895
24X28 $10,915.....30X40 $18,680
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SAGINAW TX 76179

PZ 11 20 37050-6-12
ROBERT & CONCEPCION MILES
313 S HAMPSHIRE ST
SAGINAW TX 76179

PZ 11 20 37050-6-Multi
DOMINIC SALADINO
124 W FRANKLIN AVE
SAGINAW TX 76179

PZ 11 20 37050-6-7R
HOMERO & SUKYO SOLIZ
PO BOX 79725
FORT WORTH TX 79725

PZ 11 20 37050-5-1
JUAN VALLE
400 S BELMONT ST
SAGINAW TX 76179

PZ 11 20 37050-6- Multi
JUAN A J FUENTES AND J M GOMEZ
FUENTES
8433 N WATER TOWER RD
FORT WORTH TX 76179

PZ 11 20 37050-6-11
JAVIER CASTILLO
PO BOX 19372
FORT WORTH TX 76119

PZ 11 20 37050- 6-1R
COMMUNITY LINK
300 S BELMONT ST
SAGINAW TX 76179

PZ 11 20 37050-3-Multi
GREENE PROPERTIES
9201 DICKSON RD
FORT WORTH TX 76179

PZ 11 20 37050-5-Multi
JOHN P NEWCOMB
129 W FRANKLIN AVE
SAGINAW TX 76179

PZ 11 20 37050-6-Multi
MARK SHIELDS
6512 SETH BARWISE ST
FORT WORTH TX 76179

PZ 11 20 37050-6-Multi
VICTOR SAMANIEGO JR
3602 N HARDING ST
FORT WORTH TX 76106

PZ 11 20 37050- 6-Multi
E & MARIA FONTANEZ
120 W FRANKLIN ST
SAGINAW TX 76179

PZ 11 20 37050-Multi
LRSM LLC
324 S SAGINAW BLVD
SAGINAW TX 76179

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

October 29, 2020

NOTICE OF PUBLIC HEARINGS

THIS IS A REQUESTED CHANGE IN PROPERTY ZONING

RE: Consideration of a request to change zoning from Single Family (SF4) to Neighborhood Commercial (NC) at 320 S Belmont Street in Saginaw.

Dear Property Owner:

The Planning and Zoning Commission of the City of Saginaw will hold a Public Hearing on the 10th day of November, 2020 at 6:00 p.m. and the City Council of the City of Saginaw, Texas, will hold a Public Hearing on the 17th day of November, 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 Mark Canterbury, Architect for Community Link Mission to change the zoning on the above mentioned property from Single Family (SF4) to Neighborhood Commercial (NC) at 320 South Belmont Street n Saginaw.

These hearings are open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. A reply form is provided for your convenience. Another person may also represent you.

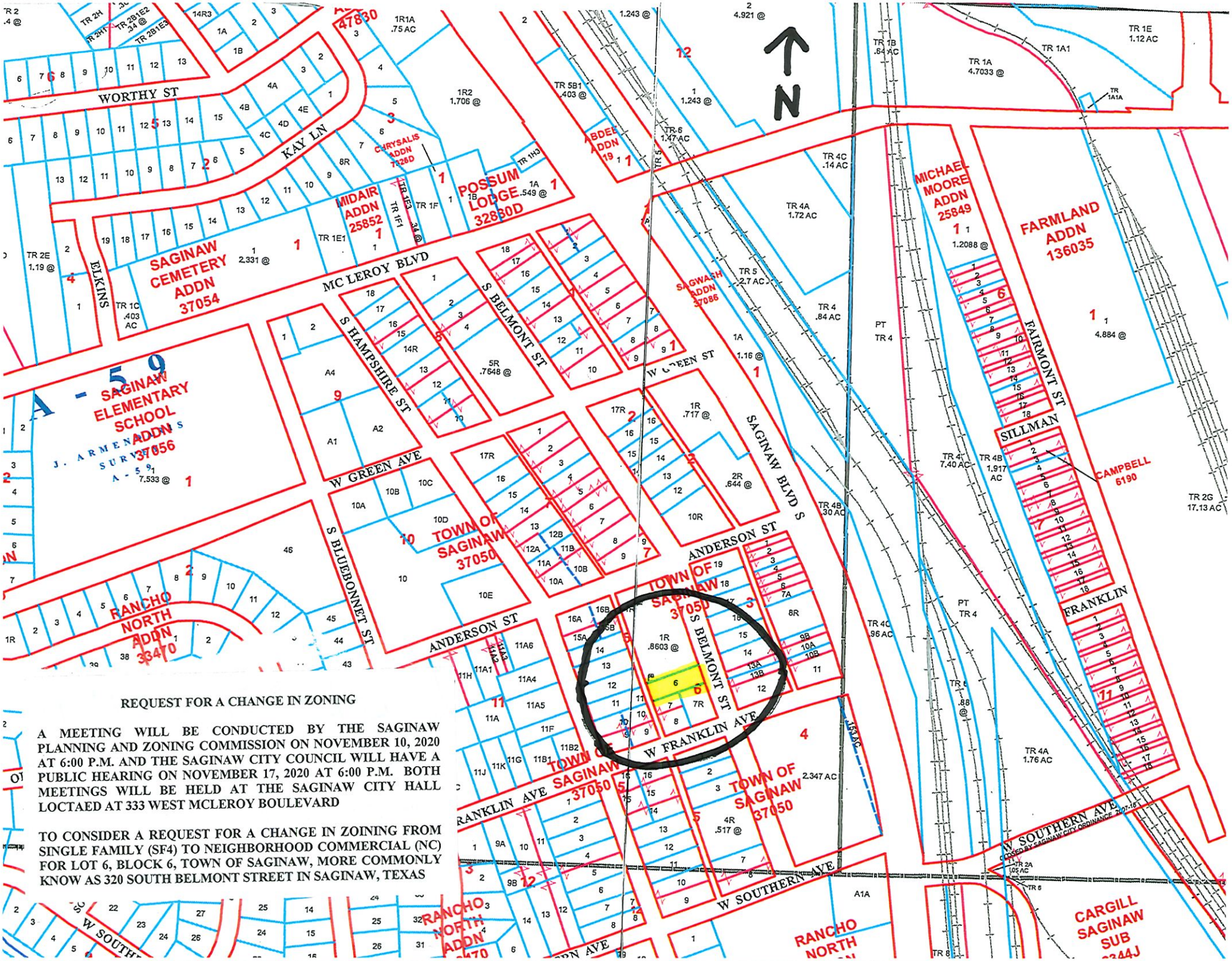
The enclosed map (highlighted area) shows the area of request. The circle around the area is that within which property owners are required by law to be notified. Only that area which is highlighted is the property to be considered.

If you have any questions you may call me at 817-230-0500 ext 2441 or Rick Trice, Director of Public Works at ext 2449.

Sincerely,

Mary Ragle
Planning & Zoning Secretary

Enclosures: Map of requested property and reply form.


REQUEST FOR A CHANGE IN ZONING
A MEETING WILL BE CONDUCTED BY THE SAGINAW PLANNING AND ZONING COMMISSION ON NOVEMBER 10, 2020 AT 6:00 P.M. AND THE SAGINAW CITY COUNCIL WILL HAVE A PUBLIC HEARING ON NOVEMBER 17, 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 SINGLE FAMILY (SF4) TO NEIGHBORHOOD COMMERCIAL (NC) FOR LOT 6, BLOCK 6, TOWN OF SAGINAW, MORE COMMONLY KNOW AS 320 SOUTH BELMONT STREET IN SAGINAW, TEXAS
WORTHY ST
KAY LN
MC LEROY BLVD
ELKINS
SAGINAW CEMETERY ADDN 37054
MIDAIR ADDN 25852
POSSUM LODGE 32880D
CHRYSALIS ADDN 7526D
SAGINAW ELEMENTARY SCHOOL ADDN 37056
J. ARMENDARIS SURVEY A-59
S HAMPSHIRE ST
S BELMONT ST
S BLUEBONNET ST
SAGWASH ADDN 37086
W GREEN AVE
W GREEN ST
SAGINAW BLVD S
ANDERSON ST
TOWN OF SAGINAW 37050
RANCHO NORTH ADDN 33470
W FRANKLIN AVE
W SOUTHERN AVE
MICHAEL MOORE ADDN 25849
FARMLAND ADDN 136035
FAIRMONT ST
SILLMAN
FRANKLIN
CAMPBELL 6190
CARGILL SAGINAW SUB
ABDEE ADDN 19
TR 1A 4.7033 @
TR 1E 1.12 AC
TR 1A1
TR 1A1A
TR 4A 1.72 AC
TR 4C .14 AC
TR 5 2.7 AC
TR 4 .84 AC
TR 4 7.40 AC
TR 4B 1.917 AC
TR 4B .30 AC
TR 4C .96 AC
TR 4A 1.76 AC
TR 2G 17.13 AC
TR 2E 1.19 @
TR 1C .403 AC
TR 1E1 2.331 @
TR 1F 1.549 @
TR 1H3
TR 1E3 .34 @
TR 1F1
TR 2H
TR 2H1
TR 2B1E2 .34 @
TR 2B1E3
14R3
1R1A .75 AC
1R2 1.706 @
TR 5B1 .403 @
TR 6 1.47 AC
1.243 @
4.921 @
A4
A1
A2
5R .7648 @
1R .717 @
2R .644 @
10R
1R .8603 @
4R .517 @
2.347 AC
7.533 @
1.2088 @
4.884 @
1.16 @
PT TR 4
.88 @
.153 AC
TR 2A .05 AC

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 11/10/2020 and City Council Meeting on 11/17/2020 to consider a request change zoning from Single Family (SF4) to Neighborhood Commercial (NC) at 320 S. Belmont Street in Saginaw.

Name:_____

Address:_____

Phone Number:_____

( ) In Favor

( ) Opposed

Reasons and/or Comments

_____

_____

_____

_____

_____

_____

_____

_____

_____

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 11/10/2020 and City Council Meeting on 11/17/2020 to consider a request change zoning from Single Family (SF4) to Neighborhood Commercial (NC) at 320 S. Belmont Street in Saginaw.

Name: MICHAEL S GREENE / GREENE SAGINAW PROPERTIES

Address: 9201 DICKSON ROAD, FW, TX 76179

Phone Number: 214 535 8551

(X) In Favor

( ) Opposed

Reasons and/or Comments

THIS WILL ALLOW COMMUNITY LINK TO EXPAND ITS SERVICE TO NORTHWEST TARRANT COUNTY

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2002-04, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF SAGINAW, TEXAS, BY CHANGING THE ZONING CLASSIFICATION OF LOT 6, BLOCK 6, TOWN OF SAGINAW ADDITION, ALSO KNOWN AS 320 SOUTH BELMONT STREET FROM SINGLE FAMILY (SF4) TO NEIGHBORHOOD COMMERCIAL (NC); 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 is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council 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; and

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; and

WHEREAS, the Comprehensive Land Use Plan provides guidance for future development in conformance with the adopted Future Land Use Map; and

WHEREAS, in accordance with Section 1-3 of the Zoning Regulations of the City, the Planning and Zoning Commission at the request of the City Council, has initiated

consideration of a change in zoning classification for the following property described as: Lot 6, Block 6, Town of Saginaw Addition, also known as 320 South Belmont Street (Exhibit “A”) Tarrant County, Texas, located in the City of Saginaw, Texas, from Single Family (SF4) to Neighborhood Commercial (NC).

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on November 10, 2020 and the City Council of the City of Saginaw, Texas held a public hearing on November 17, 2020 with respect to the zoning changes and amended land use designation described herein; and

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, Zoning Ordinance No. 2002-04, as amended, is hereby amended by changing the Zoning Map to redesignate the hereinafter described property

and area as follows:

Lot 6, Block 6. Town of Saginaw Addition, also known as 320 South Belmont Street as depicted on Exhibit “A” attached hereto and incorporated herein from Single Family (SF4) to Neighborhood Commercial (NC).

SECTION 2)

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 3)

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 classification as set forth above.

SECTION 4)

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 5)

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 6)

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 7)

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 8.

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 9.

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 17th DAY OF NOVEMBER 2020.

_____
TODD FLIPPO, MAYOR

ATTEST:

_____
JANICE ENGLAND, CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____
BRYN MEREDITH, CITY ATTORNEY

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

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Alternate Member	Alt. No. 2	Randy Villarreal
Director Public Works		Rick Trice
City Attorney		Bradley Anderle
City Attorney		Lindsey Hale
City Engineer		Andrew Simonsen
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 4	Malinda Julien
Member `	Place No. 5	Jason LaBruyere
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Mark Canterbury
Jim Makens
Doug Powell
Karen Fuller
Lara Gay
Trey Harper

(1) Call to Order

Chairman Lewis called the meeting to order at 6:35 p.m.

(2) Roll Call to Establish Quorum

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

(3) Audience participation

Chairman Lewis explained the procedure to follow to address the Commission.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on October 13, 2020 were presented for approval. A motion was made by Member Barngrover with a second by Vice Chairman Haney to approve the minutes for October 13, 2020 as presented. Motion carried unanimously.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(5) PZ 1120-01 PUBLIC HEARING
Consideration And Action Regarding A Request By Community Link Mission To Rezone Lot 6, Block 6, Town Of Saginaw Addition (320 S. Belmont Street) From Single Family (SF4) To Neighborhood Commercial (NC)

Chairman Lewis read the request and opened the public hearing at 6:37 p.m.

DPW Trice reviewed the information provided the members' in their packet. He advised the members that Community Link Mission had acquired the residential lot just to the south of their facility.

Mark Canterbury, Architect for Community Link, explained improvements that were planned such as additional parking, addition to existing building, additional storage, and covered loading and unloading area. He advised the committee that this is the last property on this block of Belmont to change zoning to Neighborhood Commercial (NC).

DPW Trice stated there would need to be a replat to combine the lots into 1 lot. He advised this would be done administratively.

Chairman Lewis closed the public hearing at 6:40 p.m.

A motion was made by Member Barngrover with a second by Alternate Member Villarreal to recommend that the City Council approve the request to change the zoning from Single Family (SF4) to Neighborhood Commercial on Lot 6 Block 6, Town Of Saginaw Addition, 320 South Belmont Street. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(6) PZ 1120-02

Consideration And Action Regarding Approval Of A Preliminary Plat For Lot 1, Block A, Senior Living At Saginaw Addition, Abstract 1849, A. F. Albright Survey

DPW Trice reviewed the information in the members' packets, stating the property for this preliminary plat is planned to be an assisted/independent living facility.

Vice Chairman Haney asked if public safety departments had approved this plan, stating he is concerned with egress/ingress with only one in way and out. DPW Trice stated that the fire department and police department had reviewed and approved this preliminary plat.

A motion was made by Vice Chairman Haney with a second by Alternate Member Villarreal to recommend that the City Council approve the preliminary plat as presented for Lot 1, Block A, Senior Living at Saginaw Addition. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(7) PZ 1120-03 PUBLIC HEARING
Consideration And Action Regarding A Request For A Conceptual Development Plan Associated With An Application For A Planned Development Zoning With Community Commercial And Single Family And Multifamily Uses For Land Described As 116 Acres Of Land Out Of Abstract 1497, Tracts 3A, 3D, And 3G3, Benjamin Thomas Survey Located North Of East Bailey Boswell Road, East Of Business 287 And West Of Wagley Robertson Road

Chairman Lewis read the request and opened the public hearing at 6:44 p.m.

DPW Trice advised the members that city staff and the developer have discussed this project several times in the last 2 years. He said the proposal at tonight's meeting is a conceptual development plan that includes 4 zoning districts, Community Commercial, Multifamily (MF2), Single Family Attached (SFA) and Single Family (SF4).

Doug Powell, engineer with McAdams Engineering, was present to represent this item. He provided a power point presentation and advised the members of the amenities included. He also described the specifics of each proposed zoning district.

There was a general discussion regarding a development agreement, building materials, parks, amenities, number of housing units planned, railroads, and other concerns. DPW Trice and Mr. Powell answered the members' questions and addressed their concerns.

Chairman Lewis closed the public hearing at 7:12 p.m.

A motion was made by Alternate Member Villarreal with a second by Member Barngrover to recommend that the City Council approve the conceptual development plan for the Beltmill Planned Development. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(8) PZ 1120-04
Consideration And Action Regarding Subdivision Ordinance Amendment For Article 9 Construction Standards Details

DPW Trice advised the members that both the subdivision ordinance and zoning ordinance need to be updated to address current needs. He said this amendment to the subdivision ordinance to update the construction standards is the 1st step of that process to be more consistent with requirements in the area and also to include an approved product list to specify specific products.

A motion was made by Member Barngrover with a second by Vice Chairman Haney to recommend that the city council approve the amendment to the subdivision ordinance to update the construction standards details. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

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

DPW Trice reviewed several of the current projects under construction in the City.

(10) 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

(11) Adjournment

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

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

Chairman Lewis declared the meeting of November 10, 2020 closed at 7:25 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (13)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action Regarding Approval of a Preliminary Plat for Lot 1, Block A, Senior Living at Saginaw Addition, Abstract 1849, A.F. Albright Survey

BACKGROUND/DISCUSSION:

Owner: Linda M. Stegall
Applicant: Deep Sapkota
Property Acreage: 6.120
Zoning: Multi-Family (MF2)

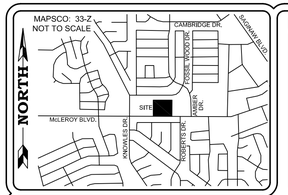
The request is for a Preliminary Plat approval on property located on E. McLeroy Blvd. approximately 800 feet west of Amber Drive. The property is planned to be an Assisted Living Facility.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
It is recommended that the preliminary plat for Lot 1, Block A, Senior Living at Saginaw Addition, Abstract 1849, A.F. Albright Survey be approved.

ATTACHMENTS:

Description
Proposed Preliminary Plat
P&Z Packet
P&Z Minutes



LEGEND	
D.R.T.C.T.	Deed Records, Tarrant County, Texas
O.P.R.T.C.T.	Official Public Records, Tarrant County, Texas
P.R.T.C.T.	Plat Records, Tarrant County, Texas
C.M.	Controlling Monument
VOL.	Volume
CAB.	Cabinet
PG.	Page
SLD.	Slide
INST. NO.	Instrument Number
IRF	iron rod found
1/2" IRS	1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set unless otherwise noted

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BEAR.	CHORD
C1	29°47'23"	30.00'	15.60'	N22°28'39"E	15.42'
C2	76°21'54"	30.00'	39.98'	N52°24'04"W	37.09'
C3	90°00'00"	54.00'	84.82'	S45°35'01"E	76.37'
C4	90°00'00"	54.00'	84.82'	S44°24'59"W	76.37'
C5	37°05'04"	30.00'	19.42'	S19°07'33"E	19.08'
C6	90°00'00"	30.00'	47.12'	S45°35'01"E	42.43'
C7	90°00'00"	30.00'	47.12'	S44°24'59"W	42.43'
C8	90°00'00"	30.00'	47.12'	N45°35'01"W	42.43'
C9	90°00'00"	30.00'	47.12'	N44°24'59"E	42.43'
C10	133°15'31"	20.00'	46.52'	N67°12'47"W	36.72'

LINE TABLE		
LINE	LENGTH	BEARING
L1	87.43'	S89°24'59"W
L2	218.08'	N00°35'01"W
L3	146.58'	N89°24'59"E
L4	345.48'	S00°35'01"E
L5	92.58'	S89°24'59"W
L6	218.08'	N00°35'01"W
L7	92.58'	N89°24'59"E
L8	218.08'	S00°35'01"E
L9	18.73'	N89°24'59"E
L10	10.00'	S00°35'01"E
L11	12.73'	S89°24'59"W
L12	10.92'	S45°03'56"E
L13	10.00'	S43°24'31"W
L14	10.98'	N45°03'56"W
L15	11.13'	S00°35'01"E
L16	10.00'	S89°24'59"W
L17	14.98'	N00°35'01"W
L18	11.51'	N45°35'05"W
L19	10.00'	N44°24'55"E
L20	11.51'	S45°35'05"E
L21	39.35'	N60°20'41"W
L22	83.64'	S89°24'59"W
L23	112.72'	N00°35'01"W
L24	19.03'	N89°24'59"E
L25	42.44'	N46°09'28"E
L26	127.24'	S00°35'01"E

SURVEYOR'S NOTES

1) ALL 1/2" IRON RODS SET FOR CORNER AS SHOWN HEREON HAVE A YELLOW PLASTIC CAP STAMPED "RPLS 5310".

2) BASIS OF BEARINGS DERIVED CITY OF MELISSA CONTROL MONUMENTS, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE 4202.

3) NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO, 48439C 0160K, DATED 09-25-2009.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS The McNeill Family Real Estate Partners L.P. is the sole owner of a tract of land located in the A.F. ALBRIGHT SURVEY, Abstract No. 1849, City of Saginaw, Tarrant County, Texas, and being the same tract of land described in deed to The McNeill Family Real Estate Partners L.P., recorded in Instrument No. D212317460, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

Beginning at a 1/2" iron rod found in the North line of McLeroy Boulevard, a variable width right-of-way, at the Southeast corner of a tract of land described in deed to Texas Opportunity Fund SNF Investment, LP, recorded in Instrument No. D219252409, Official Public Records, Tarrant County, Texas;

Thence North 00°35'01" West, a distance of 447.68' to a 1/2" iron rod found in the South line of Block 5 of Willow Vista Estates, Phase III A, an addition to the City of Saginaw, Tarrant County, Texas, according to the plat thereof recorded in Instrument No. D214051894, Official Public Records, Tarrant County, Texas, and being at the Northeast corner of said Texas Opportunity Fund SNF Investment, LP tract;

Thence North 89°12'41" East, along the South line of said Block 5, a distance of 590.69' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the South line of Block 5 of Willow Vista Estates, Phase II, an addition to the City of Saginaw, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 9176, Plat Records, Tarrant County, Texas;

Thence South 00°35'01" East, a distance of 454.96' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the said North line of McLeroy Boulevard;

Thence South 89°55'04" West, along said North line, a distance of 590.71' to the PLACE OF BEGINNING and containing 266,589 square feet or 6.120 acres of land.

and designated herein as ***SENIOR LIVING AT SAGINAW,*** to the City of Saginaw, Texas and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, right-of-way and public places thereon shown for the purpose and consideration therein expressed.

The McNeill Family Real Estate Partners L.P.

_____
Name:
Title:

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for the said County and State on this day personally appeared _____, 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office,
This _____ day of _____, 202_.

_____
Notary Public in and for the State of Texas

PRIVATE DRAINAGE EASEMENT MAINTENANCE

The existing private drainageway, detention or retention pond located in this addition within a private drainage easement will remain unobstructed at all times and will be maintained by the individual lot owners whose lots are traversed by, or adjacent to, the private drainage easement. The City of Saginaw will not be responsible for the maintenance, erosion control and/or operation of said private drainage easements. Property owners shall keep the private drainage easements traversing their property clean and free of debris, silt or other substances, which would result in unsanitary conditions, and the city shall have the right of entry for the purpose of inspecting the maintenance work by the property owners and to assess whether the functionality of the drainageway, detention or retention pond has been maintained as designed. The drainage ways are occasionally subject to stormwater overflow and/or bank erosion that cannot be defined. The City of Saginaw shall not be liable for any damages resulting from the occurrence of those phenomena, nor the failure of any structure(s) within the private drainage easement.

SURVEYOR'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

This is to certify that I, John S. Turner, a registered professional land surveyor in the State of Texas, have platted the above subdivision from an actual survey on the ground, and that all the lot corners, angle points and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me.

Witness my hand at Mesquite, Texas,
This _____ day of _____, 202_.

_____
John S. Turner
Reglstered Professional Land Surveyor #5310

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State on this day personally appeared John S. Turner, R.P.L.S. NO. 5310, State of Texas, 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office,
This _____ day of _____, 202_.

PRELIMINARY NOT FOR RECORDING PURPOSES

_____
Notary Public in and for the State of Texas

CERTIFICATE OF APPROVAL

THE PLANNING AND ZONING COMMISSION OF SAGINAW, TEXAS ON (_____, ____, _____) VOTED AFFIRMATIVELY TO RECOMMEND CONDITIONAL APPROVAL OF THIS PRELIMINARY PLAT, SUBJECT TO CONDITIONS ENUMERATED IN MINUTES OF THIS DATE.

_____
CHAIRMAN

_____
ATTEST: CITY SECRETARY

THE CITY COUNCIL OF SAGINAW, TEXAS ON (_____, ____, _____) VOTED TO AFFIRMATIVELY TO CONDITIONALLY APPROVE PREPERATION OF A FINAL PLAT SUBJECT TO CONDITIONS ENUMERATED IN MINUTES OF THIS DATE.

_____
MAYOR

_____
ATTEST: CITY SECRETARY

A&W SURVEYORS, INC.
Professional Land Surveyors
TEXAS REGISTRATION NO. 100174-00
P.O. BOX 870029, MESQUITE, TX. 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEY.COM

~ PROPERTY ADDRESS: 800 W. McLeroy Boulevard, Saginaw, TX 76179 ~

Owner: The McNeill Family Real Estate Partners L.P.
~ 8460 Boat Club Road, Fort Worth, TX 76179 ~

Job No.: 20-0289	Drawn by: 517	Date:09-17-2020	Revised:

"A professional company operating in your best interest"

PRELIMINARY PLAT

LOT 1, BLOCK A SENIOR LIVING AT SAGINAW

AN ADDITION TO THE CITY OF SAGINAW,
TARRANT COUNTY, TEXAS
A.F. ALBRIGHT SURVEY, ABSTRACT NO. 1849

THIS PLAT FILED IN INSTRUMENT NO. _____, THE ____ DAY OF _____, 2020

DATE: November 10, 2020

TO: Chairman and Members of the Planning and Zoning Commission

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

SUBJECT: Consideration and Action Regarding Approval of a Preliminary Plat for Lot 1, Block A, Senior Living at Saginaw Addition, Abstract 1849, A.F. Albright Survey

Owner: Linda M. Stegall
Applicant: Deep Sapkota
Property Acreage: 6.120
Zoning: Multi-Family (MF2)

The request is for a Preliminary Plat approval on property located on E. McLeroy Blvd. approximately 800 feet west of Amber Drive. The property is planned to be an Assisted Living Facility.

If there are any questions, please let me know.

CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
APPLICATION FOR CONSIDERATION OF A PLAT

CASE NUMBER: _____

All information required in the Zoning Ordinance #2002-04 and/or the Subdivision Ordinance #2006-10 of the City of Saginaw must be received in the Community Development Office by 12:00 noon on the 28th day (always a Tuesday) prior to the Planning and Zoning Commission meeting.

All applications must be accompanied by 6 prints, 1 submittal, 30 prints after staff approval, 22" X 34". These must be folded to 8½" x 11" so that the title block or other identifying information is shown on the front. Plats shall be drawn at a scale of 1" = 100' or larger. The original mylar shall also accompany copies of any final plat.

The office personnel will strictly adhere to the submittal deadline date and time. THERE WILL BE NO EXCEPTIONS. Failure to submit the appropriate signed applications, required information, engineering details, or payment of the required fees will result in refusal of the application. The application is not considered complete until all requirements are met.

Acceptance of an application IS NOT A GUARANTEE that an applicant's case will be scheduled for a SPECIFIC AGENDA DATE. After reviewing the application the office personnel will contact the applicant for any required corrections. The agenda date will be set after compliance by the applicant of all the requirements contained in the City of Saginaw's Zoning Ordinance and Sub Division Ordinance.

REQUEST FOR CONSIDERATION OF

PRELIMINARY PLAT (✓) FINAL PLAT ( ) REPLAT ( ) AMENDED PLAT ( )

LEGAL DESCRIPTION: *(fill in the one that applies)*

LOT: 1 BLOCK: A ADDITION: Senior Living at Saginaw

TRACT: N/A ABSTRACT 1849 SURVEY: A.F. Albright Survey

(IF LEGAL DESCRIPTION IS TOO LONG ATTACH A COMPLETE COPY)

ADDRESS and/ or LOCATION OF PROPERTY: Along W McLeroy Boulevard (approx. 800' west of Amber Drive), (Physical Address yet to be assigned) Saginaw, TX 76179

NAME OF PROPOSED DEVELOPMENT: Independent Living Facility

TOTAL ACREAGE OF PROPERTY: 6.120 acres

(use additional sheets and attach if necessary)

I hereby certify that I will follow all Ordinances as set forth by the city of Saginaw with respect to my Development and understand that copies of the Zoning Ordinance and Subdivision Ordinance are available for my purchase. I further understand that the payment of the required fees does not in any way guarantee approval of my request or obligate the city in any way to refund said fees.

*OWNER'S SIGNATURE: Linda M. Stegall PHONE #: 281-460-8115

and/or OPTION HOLDER: _____ PHONE #: _____

*OWNER'S NAME:(Please Print) LINDA M. STEGALL

*OWNER'S ADDRESS: 12213 GROSBEAK DR., DENTON, TX 76207

APPLICANT'S SIGNATURE: _____ PHONE # : 469-331-8566-Ext-106

APPLICANT'S NAME: Deep Sapkota

APPLICANT'S ADDRESS: 1784 W. McDermott Drive, Suite 110, Allen, TX 75013

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: _____ DATE: _____ TIME: _____

FEE FOR APPLICATION: _____ RECEIPT #: _____

SUBMITTED INFORMATION REVIEWED BY: _____

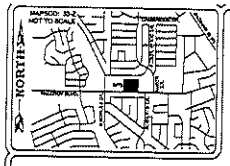
PLANNING AND ZONING COMMISSION MEETING DATE: _____

ACTION TAKEN: _____

CITY COUNCIL MEETING DATE: _____

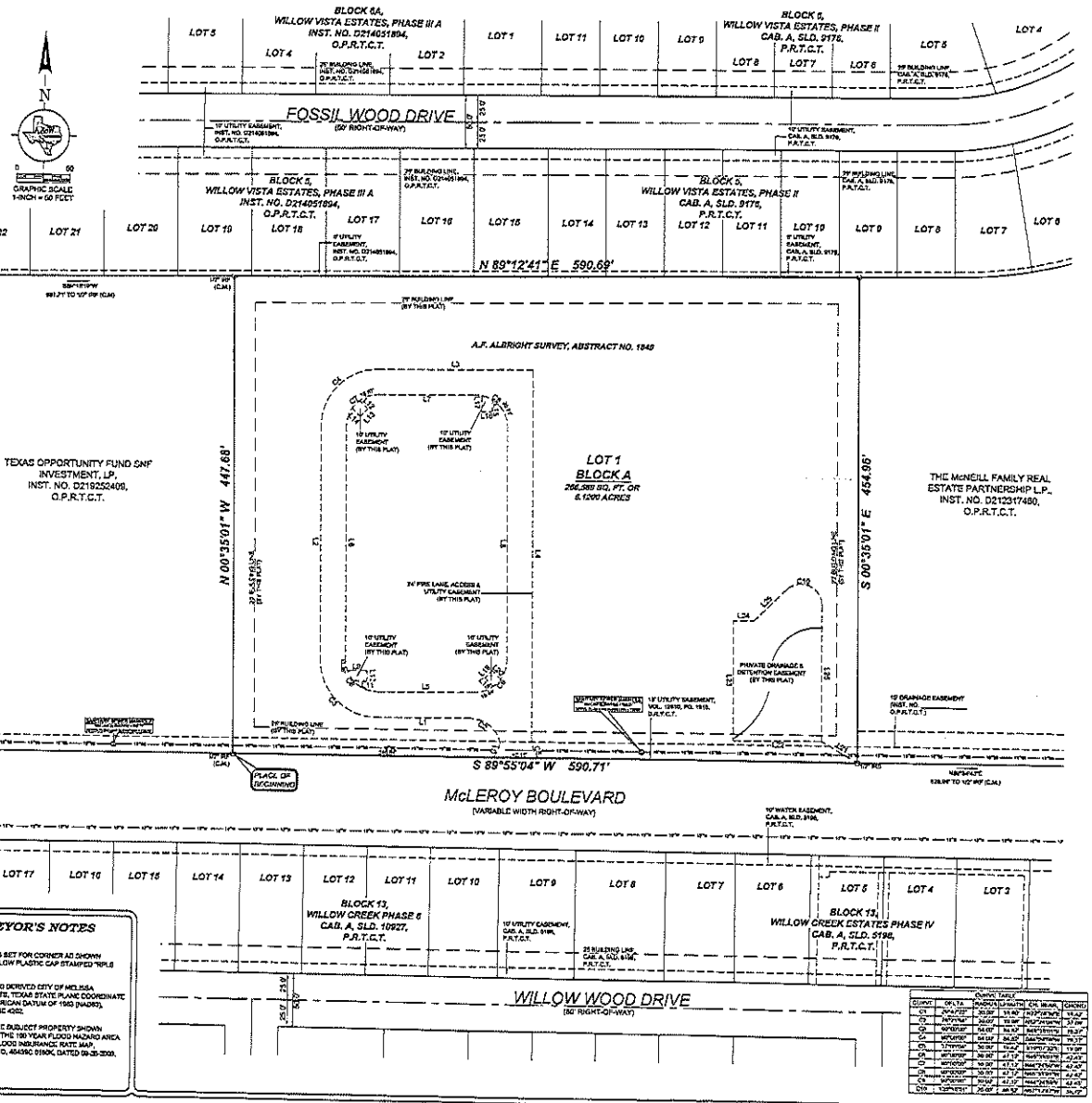
ACTION TAKEN: _____

Fee waived by city



LEGEND

D.R.T.C.T.	Deed Records, Tarrant County, Texas
O.P.R.T.C.T.	Official Public Records, Tarrant County, Texas
P.R.T.C.T.	Plat Records, Tarrant County, Texas
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SLD.	Slide
INST. NO.	Instrument Number
IRF	Iron rod found
1/2" IRS	1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set unless otherwise noted



GRAPHIC SCALE
1-INCH = 60 FEET

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BEAR.	CHORD
C1	2°14'27"	550.00'	21.50'	N87°27'48"W	21.50'
C2	90°00'00"	20.00'	31.42'	N44°24'59"W	28.28'
C3	90°00'00"	50.00'	78.54'	N44°24'59"W	70.71'
C4	90°00'00"	50.00'	78.54'	S45°35'01"W	70.71'
C5	1°27'05"	50.00'	1.27'	S1°08'31"E	1.27'
C6	90°00'00"	50.00'	47.12'	S44°35'01"W	42.43'
C7	90°00'00"	50.00'	47.12'	N44°35'01"W	42.43'
C8	90°00'00"	50.00'	47.12'	N44°35'01"W	42.43'
C9	90°00'00"	50.00'	47.12'	N44°35'01"W	42.43'
C10	1°27'05"	50.00'	1.27'	N1°08'31"W	1.27'

LINE TABLE		
LINE	LENGTH	BEARING
L1	41.42'	S89°55'04"W
L2	218.00'	N00°35'01"W
L3	34.64'	N45°35'01"W
L4	34.64'	N45°35'01"W
L5	30.00'	N44°24'59"E
L6	21.42'	S89°55'04"W
L7	30.58'	N44°24'59"E
L8	218.00'	S00°35'01"E
L9	34.64'	S45°35'01"E
L10	10.00'	S00°35'01"E
L11	4.71'	S44°24'59"E
L12	19.77'	N44°24'59"E
L13	14.92'	S45°35'01"E
L14	14.92'	S45°35'01"E
L15	13.13'	S00°35'01"E
L16	10.00'	N89°55'04"E
L17	14.92'	N45°35'01"W
L18	14.92'	N45°35'01"W
L19	39.27'	N00°35'01"W
L20	63.64'	N89°55'04"E
L21	14.92'	N45°35'01"W
L22	19.00'	N89°55'04"E
L23	43.64'	N89°55'04"E
L24	127.34'	N89°55'04"E

SURVEYOR'S NOTES

1) ALL 1/2" IRON RODS SET FOR CORNER AS SHOWN HEREON HAVE A YELLOW PLASTIC CAP STAMPED "RPLS 5310".

2) BASIS OF BEARINGS DERIVED CITY OF MELISSA CONTROL MONUMENTS, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE 4202.

3) NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48439C 0190K, DATED 09-25-2009.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS The McNeill Family Real Estate Partners L.P. is the sole owner of a tract of land located in the A.F. ALBRIGHT SURVEY, Abstract No. 1849, City of Saginaw, Tarrant County, Texas, and being the same tract of land described in deed to The McNeill Family Real Estate Partners L.P., recorded in Instrument No. D212317480, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

Beginning at a 1/2" iron rod found in the North line of McLeroy Boulevard, a variable width right-of-way, at the Southeast corner of a tract of land described in deed to Texas Opportunity Fund SNF Investment, LP, recorded in Instrument No. D219252409, Official Public Records, Tarrant County, Texas;

Thence North 00°35'01" West, a distance of 447.68' to a 1/2" iron rod found in the South line of Block 6 of Willow Vista Estates, Phase III A, an addition to the City of Saginaw, Tarrant County, Texas, according to the plat thereof recorded in Instrument No. D214051894, Official Public Records, Tarrant County, Texas, and being at the Northeast corner of said Texas Opportunity Fund SNF Investment, LP tract;

Thence North 89°12'41" East, along the South line of said Block 5, a distance of 590.69' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the South line of Block 6 of Willow Vista Estates, Phase II, an addition to the City of Saginaw, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 9176, Plat Records, Tarrant County, Texas;

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Thence South 89°55'04" West, along said North line, a distance of 590.71' to the PLACE OF BEGINNING and containing 266,589 square feet or 6.120 acres of land.

and designated herein as *SENIOR LIVING AT SAGINAW*, to the City of Saginaw, Texas and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, right-of-way and public places thereon shown for the purpose and consideration therein expressed.

The McNeill Family Real Estate Partners L.P.

Name:
Title:

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for the said County and State on this day personally appeared _____, 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seat of office,
This _____ day of _____, 202_.

Notary Public in and for the State of Texas

PRIVATE DRAINAGE EASEMENT MAINTENANCE

The existing private drainageway, detention or retention pond located in this addition within a private drainage easement will remain unobstructed at all times and will be maintained by the individual lot owners whose lots are traversed by, or adjacent to, the private drainage easement. The City of Saginaw will not be responsible for the maintenance, erosion control and/or operation of said private drainage easements. Property owners shall keep the private drainage easements traversing their property clean and free of debris, silt or other substances, which would result in unsanitary conditions, and the city shall have the right of entry for the purpose of inspecting the maintenance work by the property owners and to assess whether the functionality of the drainageway, detention or retention pond has been maintained as designed. The drainage ways are occasionally subject to stormwater overflow and/or bank erosion that cannot be defined. The City of Saginaw shall not be liable for any damages resulting from the occurrence of those phenomena, nor the failure of any structure(s) within the private drainage easement.

SURVEYOR'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

This is to certify that I, John S. Turner, a registered professional land surveyor in the State of Texas, have platted the above subdivision from an actual survey on the ground, and that all the lot corners, angle points and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me.

Witness my hand at Mesquite, Texas,
This _____ day of _____, 202_.

John S. Turner
Registered Professional Land Surveyor #5310

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State on this day personally appeared John S. Turner, R.P.L.S. NO. 5310, State of Texas, 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seat of office,
This _____ day of _____, 202_.

PRELIMINARY NOT FOR RECORDING PURPOSES

Notary Public in and for the State of Texas

CERTIFICATE OF APPROVAL

THE PLANNING AND ZONING COMMISSION OF SAGINAW, TEXAS ON (_____, _____, _____) VOTED AFFIRMATIVELY TO RECOMMEND CONDITIONAL APPROVAL OF THIS PRELIMINARY PLAT, SUBJECT TO CONDITIONS ENUMERATED IN MINUTES OF THIS DATE.

CHAIRMAN

ATTEST: CITY SECRETARY

THE CITY COUNCIL OF SAGINAW, TEXAS ON (_____, _____, _____) VOTED TO AFFIRMATIVELY TO CONDITIONALLY APPROVE PREPERATION OF A FINAL PLAT SUBJECT TO CONDITIONS ENUMERATED IN MINUTES OF THIS DATE.

MAYOR

ATTEST: CITY SECRETARY

A&W SURVEYORS, INC.
Professional Land Surveyors
TEXAS REGISTRATION NO. 100174-00
P.O. BOX 670679, MESQUITE, TX. 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEY.COM

– PROPERTY ADDRESS: 800 W. McLeroy Boulevard, Saginaw, TX 76179 –
Owner: The McNeill Family Real Estate Partners L.P.
~ 5460 Bent Oak Road, Fort Worth, TX 76179 ~

Job No.: 4Acres | Drawn by: SLT | Date: 06/17/2020 | Scale:

"A professional company operating in your best interest"

PRELIMINARY PLAT

LOT 1, BLOCK A
SENIOR LIVING AT SAGINAW

AN ADDITION TO THE CITY OF SAGINAW,
TARRANT COUNTY, TEXAS
A.F. ALBRIGHT SURVEY, ABSTRACT NO. 1849

THIS PLAT FILED IN INSTRUMENT NO. _____, THE ____ DAY OF _____, 2020

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
NOVEMBER 10, 2020

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Alternate Member	Alt. No. 2	Randy Villarreal
Director Public Works		Rick Trice
City Attorney		Bradley Anderle
City Attorney		Lindsey Hale
City Engineer		Andrew Simonsen
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 4	Malinda Julien
Member `	Place No. 5	Jason LaBruyere
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Mark Canterbury
Jim Makens
Doug Powell
Karen Fuller
Lara Gay
Trey Harper

(1) Call to Order

Chairman Lewis called the meeting to order at 6:35 p.m.

(2) Roll Call to Establish Quorum

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

(3) Audience participation

Chairman Lewis explained the procedure to follow to address the Commission.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on October 13, 2020 were presented for approval. A motion was made by Member Barngrover with a second by Vice Chairman Haney to approve the minutes for October 13, 2020 as presented. Motion carried unanimously.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(5) PZ 1120-01 PUBLIC HEARING
Consideration And Action Regarding A Request By Community Link Mission To Rezone Lot 6, Block 6, Town Of Saginaw Addition (320 S. Belmont Street) From Single Family (SF4) To Neighborhood Commercial (NC)

Chairman Lewis read the request and opened the public hearing at 6:37 p.m.

DPW Trice reviewed the information provided the members' in their packet. He advised the members that Community Link Mission had acquired the residential lot just to the south of their facility.

Mark Canterbury, Architect for Community Link, explained improvements that were planned such as additional parking, addition to existing building, additional storage, and covered loading and unloading area. He advised the committee that this is the last property on this block of Belmont to change zoning to Neighborhood Commercial (NC).

DPW Trice stated there would need to be a replat to combine the lots into 1 lot. He advised this would be done administratively.

Chairman Lewis closed the public hearing at 6:40 p.m.

A motion was made by Member Barngrover with a second by Alternate Member Villarreal to recommend that the City Council approve the request to change the zoning from Single Family (SF4) to Neighborhood Commercial on Lot 6 Block 6, Town Of Saginaw Addition, 320 South Belmont Street. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(6) PZ 1120-02

Consideration And Action Regarding Approval Of A Preliminary Plat For Lot 1, Block A, Senior Living At Saginaw Addition, Abstract 1849, A. F. Albright Survey

DPW Trice reviewed the information in the members' packets, stating the property for this preliminary plat is planned to be an assisted/independent living facility.

Vice Chairman Haney asked if public safety departments had approved this plan, stating he is concerned with egress/ingress with only one in way and out. DPW Trice stated that the fire department and police department had reviewed and approved this preliminary plat.

A motion was made by Vice Chairman Haney with a second by Alternate Member Villarreal to recommend that the City Council approve the preliminary plat as presented for Lot 1, Block A, Senior Living at Saginaw Addition. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(7) PZ 1120-03 PUBLIC HEARING
Consideration And Action Regarding A Request For A Conceptual Development Plan Associated With An Application For A Planned Development Zoning With Community Commercial And Single Family And Multifamily Uses For Land Described As 116 Acres Of Land Out Of Abstract 1497, Tracts 3A, 3D, And 3G3, Benjamin Thomas Survey Located North Of East Bailey Boswell Road, East Of Business 287 And West Of Wagley Robertson Road

Chairman Lewis read the request and opened the public hearing at 6:44 p.m.

DPW Trice advised the members that city staff and the developer have discussed this project several times in the last 2 years. He said the proposal at tonight's meeting is a conceptual development plan that includes 4 zoning districts, Community Commercial, Multifamily (MF2), Single Family Attached (SFA) and Single Family (SF4).

Doug Powell, engineer with McAdams Engineering, was present to represent this item. He provided a power point presentation and advised the members of the amenities included. He also described the specifics of each proposed zoning district.

There was a general discussion regarding a development agreement, building materials, parks, amenities, number of housing units planned, railroads, and other concerns. DPW Trice and Mr. Powell answered the members' questions and addressed their concerns.

Chairman Lewis closed the public hearing at 7:12 p.m.

A motion was made by Alternate Member Villarreal with a second by Member Barngrover to recommend that the City Council approve the conceptual development plan for the Beltmill Planned Development. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

(8) PZ 1120-04
Consideration And Action Regarding Subdivision Ordinance Amendment For Article 9 Construction Standards Details

DPW Trice advised the members that both the subdivision ordinance and zoning ordinance need to be updated to address current needs. He said this amendment to the subdivision ordinance to update the construction standards is the 1st step of that process to be more consistent with requirements in the area and also to include an approved product list to specify specific products.

A motion was made by Member Barngrover with a second by Vice Chairman Haney to recommend that the city council approve the amendment to the subdivision ordinance to update the construction standards details. Motion carried.

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

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

DPW Trice reviewed several of the current projects under construction in the City.

(10) 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

(11) Adjournment

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

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

Against: None

Absent Members Julien, LaBruyere, Alternate Member Peet

Chairman Lewis declared the meeting of November 10, 2020 closed at 7:25 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (14)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Consideration and Action regarding Ordinance No. 2020-27, Adding Section 6-42, "Bees" to Chapter 6 "Animals" of the Saginaw City Code, Providing Regulations Applicable to the Keeping of Bees within the City

BACKGROUND/DISCUSSION:
The subject of Beekeeping has been discussed at City Council Meetings held on October 6, 2020 and November 3, 2020. The Council directed the City Staff to move forward with the development of an ordinance addressing beekeeping in the City. Ordinance No. 2020-27 mirrors beekeeping regulations adopted by the City of Denton as discussed on November 3rd.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
N/A

ATTACHMENTS:

Description

Proposed Ordinance No. 2020-27

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS ADDING A NEW SEC. 6-42, "BEES" TO CHAPTER 6 "ANIMALS" OF THE SAGINAW CITY CODE, PROVIDING REGULATIONS APPLICABLE TO THE KEEPING OF BEES WITHIN THE CITY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has previously adopted Chapter 6 of the Code of Ordinances regulating the keeping of animals within the City; and

WHEREAS, the City Council now desires to establish regulations concerning the keeping of bees within the City; and

WHEREAS, the City Council determines that the adoption of these regulation is the best interest of the City and will promote the health, safety and welfare of the citizens of the City of Saginaw.

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

SECTION 1.

That a new Sec. 6-42 "Bees" shall be added to Chapter 6 "Animals" of the Saginaw City Code, to read as follows:

"Sec. 6-42. – Bees.

(a) Honeybees may be kept if the following conditions are met:

(1) All hives shall be located a minimum of 50 feet from any inhabited dwelling other than that of the person keeping such bees;

(2) There is an adequate source of water within 20 feet of all hives;

(3) Any hive contaminated with or known to have Africanized honeybees (killer bees) shall be destroyed by a qualified beekeeper at the owner's expense;

(4) Adjacent neighbors must be notified that bees will be kept on your property; and

(5) A Honeybee Registration Form must be completed and submitted to the City. Any violation for failing to complete a Honeybee Registration Form shall be dismissed without any fine or costs assessed upon the submission of a Honeybee Registration Form within thirty (30) days of the violation.

(b) It shall be unlawful for any owner of any hive to maintain more than the prescribed number of hives on the chart below on any single parcel of property in a residential neighborhood. The total number of hives allowed are staggered according to the size of the parcel. An equal number of hives and nucs (nucleus colonies, or small honeybee colonies created from larger colonies) are allowed on the property with restriction. Nucs are allowed to be on the property for 90 days before they must be removed.

.25 Acre	.3 Acre	.5 Acre	1 Acre
2 hives	3 hives	4 hives	5 hives
2 nucs	3 nucs	4 nucs	5 nucs

(c) It shall be unlawful for any person to keep, or allow to be kept, bees in such a manner as to deny the reasonable use and enjoyment of adjacent property or endanger the personal health, safety, and welfare of the inhabitants of the City.

(d) It shall be unlawful for any person to keep any hive within the corporate limits of the City unless the person has submitted a current and valid registration with the City."

SECTION 3.

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

SECTION 4.

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 5.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of any ordinances governing maintaining bees in the city that have

accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

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 guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed $2000.00, as provided in Section 1-13 of the Saginaw City Code. Each day a violation continues shall be deemed a separate offense.

SECTION 7.

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

SECTION 8.

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

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

_____
TODD FLIPPO, MAYOR

ATTEST:

_____
JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____
BRYN MEREDITH, CITY ATTORNEY

City of Saginaw

Meeting Date: 11/17/2020

Agenda Items: (15)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:
Discussion of Future Facility and Bond Project Planning.

BACKGROUND/DISCUSSION:
In light of Tarrant County's plans for a November 2021 transportation bond, staff is requesting feedback from the City Council on projects to potentially bring to voters in May 2021. Eligible street and mobility projects in Saginaw could be eligible for a 50% match from Tarrant County. This is a tremendous opportunity. Tarrant County has previously participated in major street projects that have included Longhorn Rd. and Bailey Boswell.

Due to the condition of the log cabin Senior Center, staff proposes transitioning senior programs into the Recreation Center in 2021. This will provide additional space, parking, and accessibility. It will not impact Recreation Center activities or rentals during weekdays. With future developments and public improvement districts, it is likely new parks and open space amenities will be created in the city. It is also likely that there will be facility space available for municipal use through PID financing.

Staff recommends the following projects be brought to voters in May 2021:
*Knowles Drive Complete Reconstruction **$18.4M**
*McLeroy Phase 3-Knowles to Saginaw Blvd **$10.9M**
*McLeroy Phase 4-Knowles to Old Decatur **$7M (This includes correcting the "low water crossing" west of Knowles and Willow Creek Park.)**

Streets Project Total-$36.3M (Please note: these projects could be 50% match eligible)

****Due to the Tarrant County match opportunity, we may be able to address significant parks and senior center needs if matching amounts are secured.****

Staff further recommends that a standalone library of at least 30,000 square feet be brought to voters at a cost of **$17.66M.** We would recommend that the existing library be renovated to accommodate Municipal Court uses, meeting space, and Public Works staff space at a cost of **$5.8M**

Facility Project Total-$23.5M

Total Proposed Bond Package-$59.8M

The Veterans Memorial Park currently located in Kiwanis Park next to Fire Station No. 1 is proposed to be moved to a location along West McLeroy Blvd. This will allow visitors to access the park more easily.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommendation included in the background information above.

ATTACHMENTS:

Description

Bond Election Estimates
Assessment of Senior Ctr & Comm Ctr 10-17-20
Presentations-Construction Pricing
2002 Budget Retreat Presentation

CITY OF SAGINAW
BOND ELECTION

Rank	Project	Original Cost Estimate	2020 CO Sale	Remaining Funding	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future
1	Central Fire Station	14,500,000	14,750,000							
2	Knowles Recon Ph1	7,600,000		6,900,000	4,500,000	2,400,000				
	Design	-	700,000							
	Construction	-								
	Knowles-BB Signal	400,000		-						
	Design		50,000							
	Consstruction		350,000							
	Knowles-McLeroy Intersection	2,600,000		2,600,000	2,600,000					
	This estimate does not include drainage (low water crossing) estimated to be additonal $2.9 M.									
3	Library/Senior Center	24,000,000		24,000,000			12,000,000	5,665,000		6,335,000
	Library only cost estimate is $17,665,000									
4	Renovate Library/City Hall	5,800,000		5,800,000					5,800,000	
5	Parks Improvements	12,000,000		12,000,000					-	12,000,000
6	Knowles Drive Ph2 & 3	12,800,000	1,400,000	11,400,000			5,700,000	5,700,000		
	If the Knowles-McLeroy intersection is completed in earlier phase may be able to reduce by $2M.									
7	W. McLeroy Ph3	10,400,000		10,400,000					10,400,000	
8	E BB to E McLeroy N/S collector	10,200,000		10,200,000						10,200,000
	WJ Boaz/ODR Intersection		1,000,000							
	Saginaw Blvd/McLeroy Signal		500,000							
	Recent developments indicate this project may be funded by TxDOT.									
	North Old Decatur Road design		750,000							
	Sidewalk/ADA Improvements		1,000,000							
		100,300,000	20,500,000	83,300,000	7,100,000	2,400,000	17,700,000	11,365,000	16,200,000	28,535,000
	Cumulative totals					**9,500,000**		**38,565,000**	**54,765,000**	**83,300,000**
	Tax Rate increase					2.11		7.69	0	
	Cumulative Tax Rate increase							9.8	9.8	

Home Owner Impact $61.1M		
Home Value	Monthly	Annually
$ 100,000	$ 8.14	$ 97.68
$ 200,000	$ 16.28	$ 195.36
$ 300,000	$ 24.43	$ 293.16

CONDITIONAL ASSESSMENT OF CITY OF SAGINAW SENIOR CENTER AND COMMUNITY CENTER

10/17/2020

SAGINAW
TEXAS



SAGINAW
TEXAS

SAGINAW SENIOR CENTER

A BRIEF OVERVIEW

- Building constructed in 1985
- Program has drawn seniors from all over Tarrant County
- Popular events include:
  - Bingo
  - Arts & Crafts
  - Fitness Exercises
- Open weekdays 8:00 am – 4:00 pm





CURRENT CONDITION





CURRENT CONDITION





CURRENT CONDITION





CURRENT CONDITION





CURRENT CONDITION
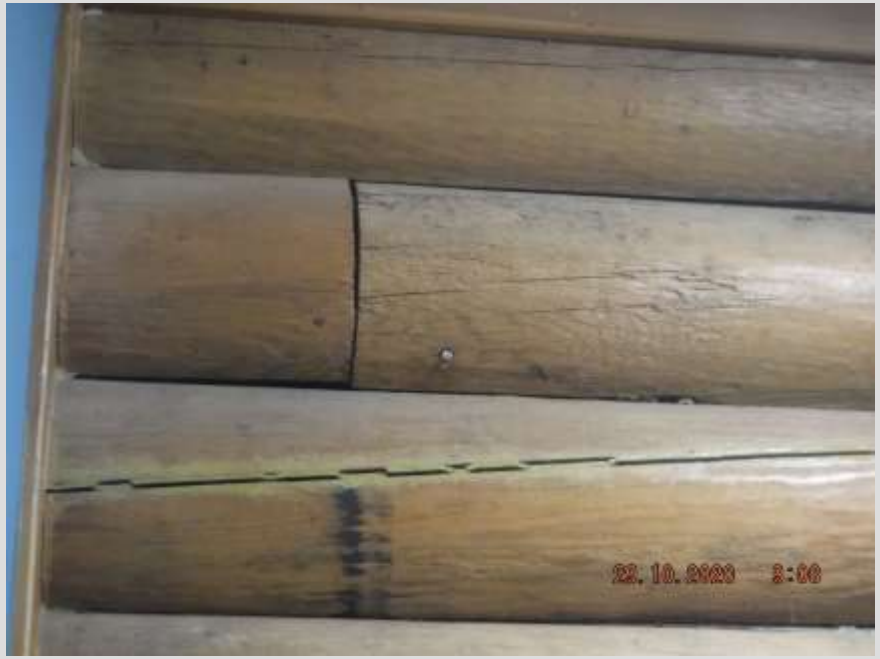




CURRENT CONDITION





CURRENT CONDITION



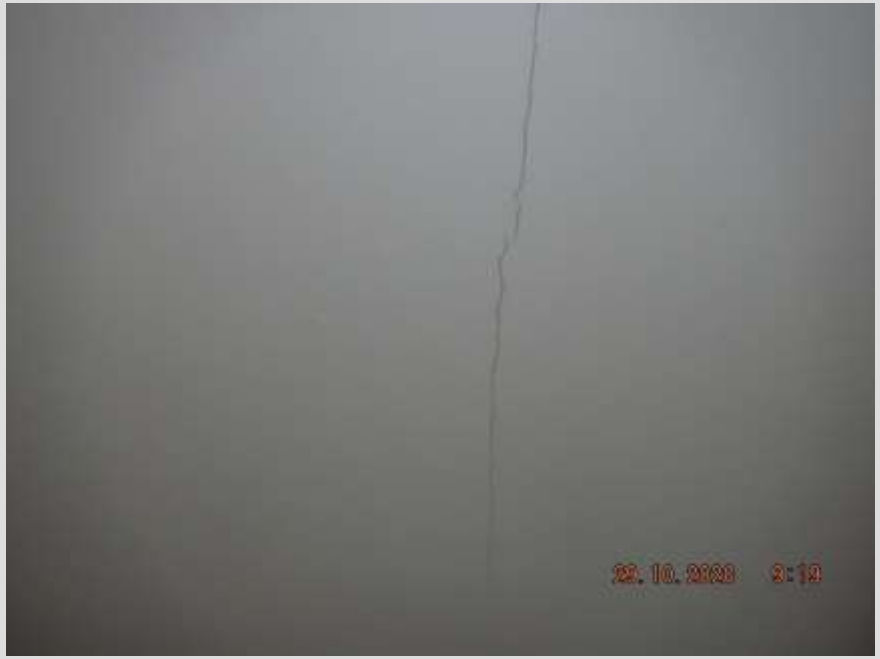


CURRENT CONDITION





CURRENT CONDITION





IMMEDIATE CHALLENGES

ADA Noncompliant

- Upgrades to meet minimum legal requirements
- Estimated cost: $70,000+

Plumbing Issues

- Deterioration of cast iron pipes under building
- Estimated cost: $6,500

Additional Recommended Services:

- Replace rotten logs
- Power wash exterior
- Apply natural oak sealer
- Caulk exterior joints
- Estimated cost: $18,800

Foundation Repair - Estimated Average: $10,000

ADDITIONAL TAKEAWAYS

Parking difficulties

- Street parking causes more strain on seniors
- Parking lot not proportional to current use

Overcrowding is common in assembly areas

Space restrictions

- Kitchen undersized
- Kitchen equipment outdated

Building is overall outdated

- 35 years old
- Doesn't properly serve the successful program we have in Saginaw

SENIOR CENTER ADA REPORT



Senior Center - 405 Belmont St Saginaw, TX 76179

Cost Summary

Item	# of Barriers	Total Item Cost
High Priority	6	$8,100.00
Level 1	0	$0.00
Level 2	0	$0.00
Level 3	0	$0.00
Level 4	6	$8,100.00
Medium Priority	20	$52,751.25
Level 5	5	$9,787.50
Level 6	12	$37,293.75
Level 7	3	$5,670.00
Level 8	0	$0.00
Low Priority	2	$10,226.25
Level 9	0	$0.00
Level 10	0	$0.00
Level 11	0	$0.00
Level 12	2	$10,226.25
Priority Total	**28**	**$71,077.50**


SAGINAW
TEXAS
SAGINAW
COMMUNITY CENTER

A BRIEF OVERVIEW

- Building constructed in 1976
- Community center is open for rentals to both residents and non-residents





CURRENT CONDITION





CURRENT CONDITION





CURRENT CONDITION





CURRENT CONDITION





CURRENT CONDITION





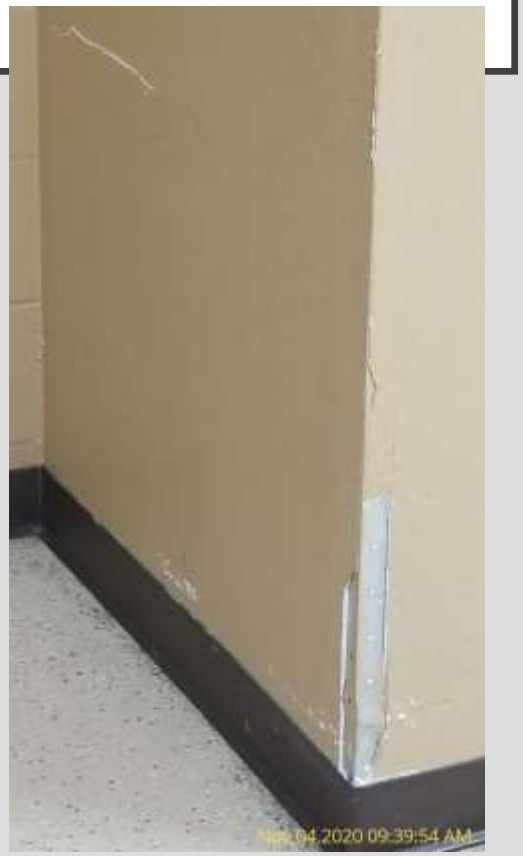
CURRENT CONDITION



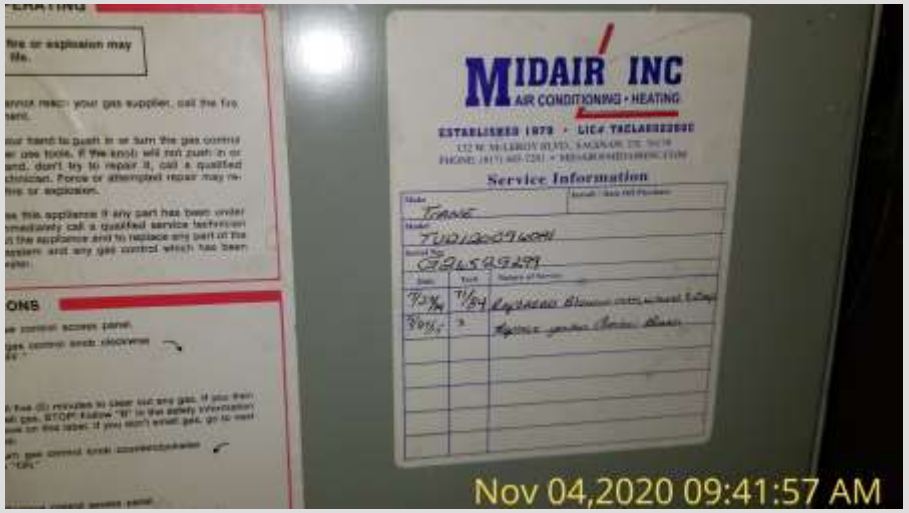


CURRENT CONDITION





CURRENT CONDITION





CURRENT CONDITION





IMMEDIATE CHALLENGES

ADA NONCOMPLIANT

- Upgrades to meet minimum legal requirements

- Estimated cost: $44,000+

ADDITIONAL RECOMMENDED SERVICES:

- Electrical Panel Changeout
  - Estimated Average: $5,000

- Foundation Repair
  - Estimated Average: $10,000

ADDITIONAL TAKEAWAYS

Parking difficulties

- Parking lot not proportional to current use

Space restrictions

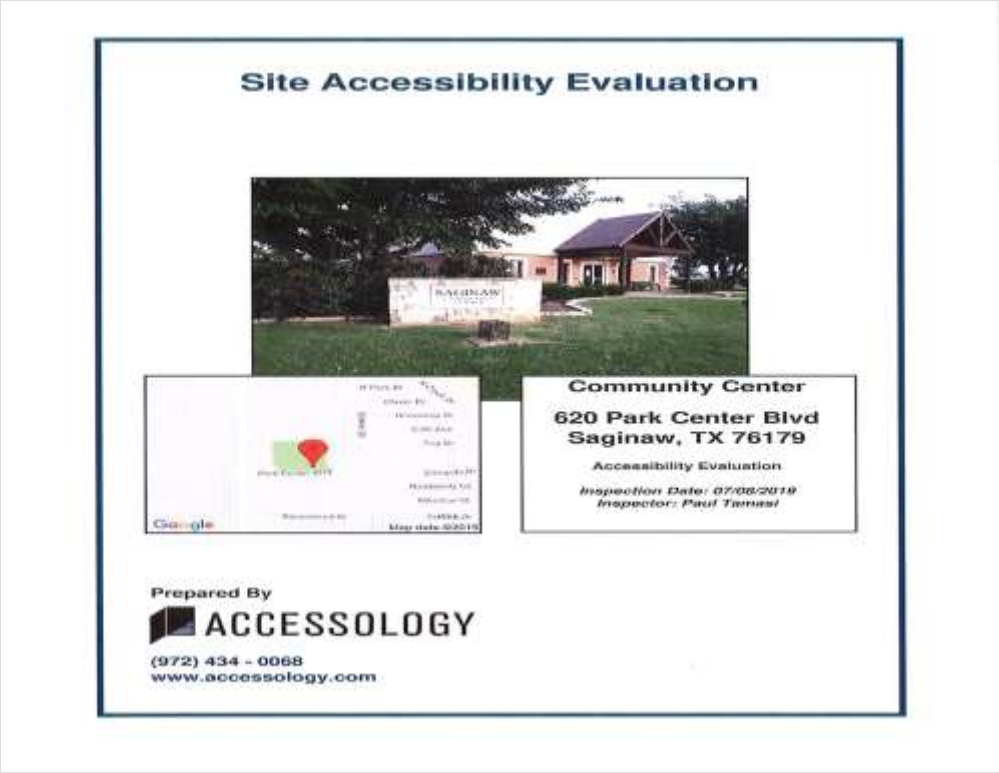
- Kitchen undersized
- Kitchen outdated

Overcrowding is common in assembly areas

Building is overall outdated

- 44 years old
- Doesn't properly serve the program we have in Saginaw

COMMUNITY CENTER ADA REPORT

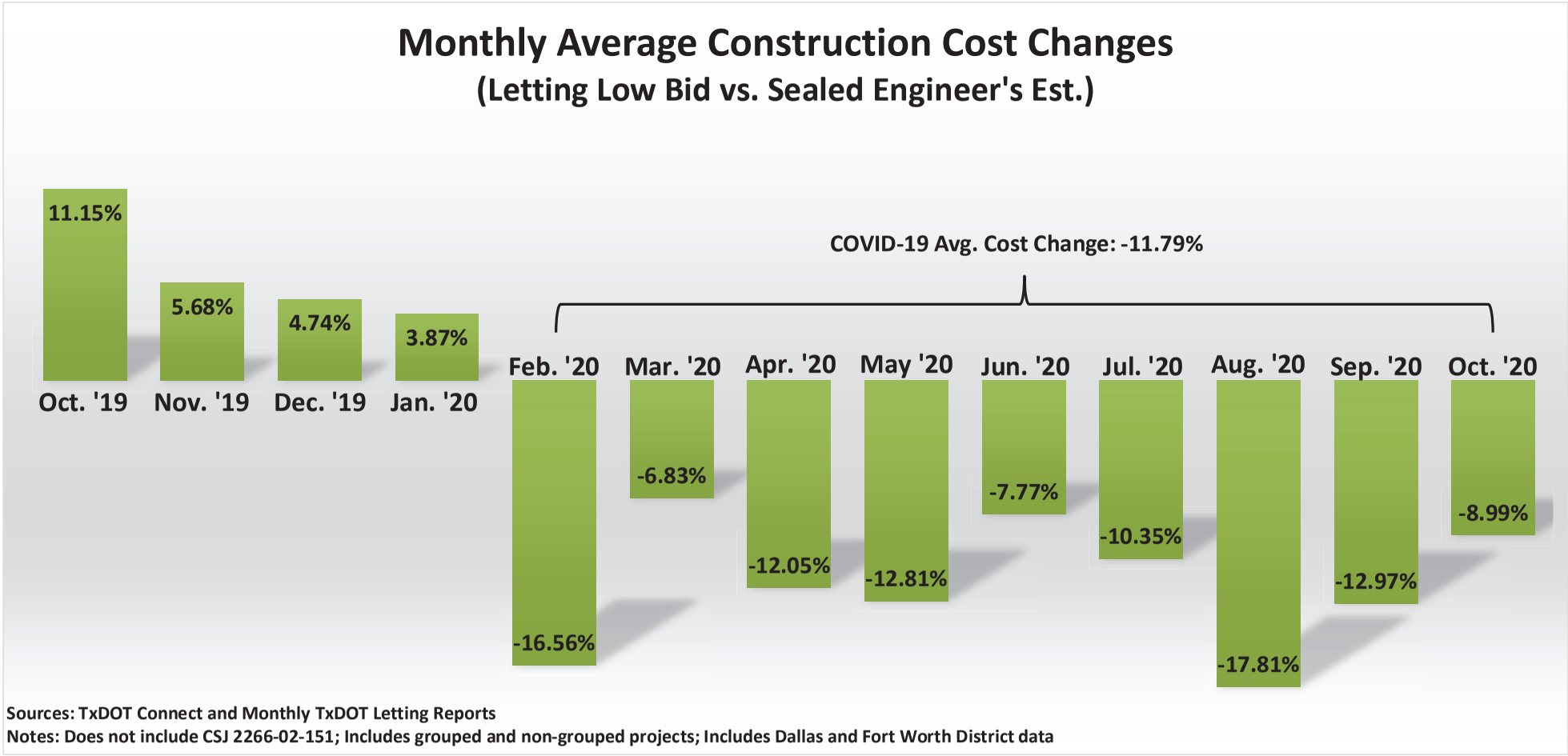


Community Center - 620 Park Center Blvd Saginaw, TX 76179

Cost Summary

Item	# of Barriers	Total Item Cost
High Priority	3	$4,725.00
Level 1	0	$0.00
Level 2	0	$0.00
Level 3	0	$0.00
Level 4	3	$4,725.00
Medium Priority	17	$39,048.75
Level 5	6	$11,576.25
Level 6	7	$21,802.50
Level 7	4	$5,670.00
Level 8	0	$0.00
Low Priority	2	$270.00
Level 9	2	$270.00
Level 10	0	$0.00
Level 11	0	$0.00
Level 12	0	$0.00
Priority Total	**22**	**$44,043.75**

October 2019 to October 2020 Construction Cost Changes



Sources: TxDOT Connect and Monthly TxDOT Letting Reports
Notes: Does not include CSJ 2266-02-151; Includes grouped and non-grouped projects; Includes Dallas and Fort Worth District data



Kimley»Horn

City of Saginaw – 2020 CIP Update

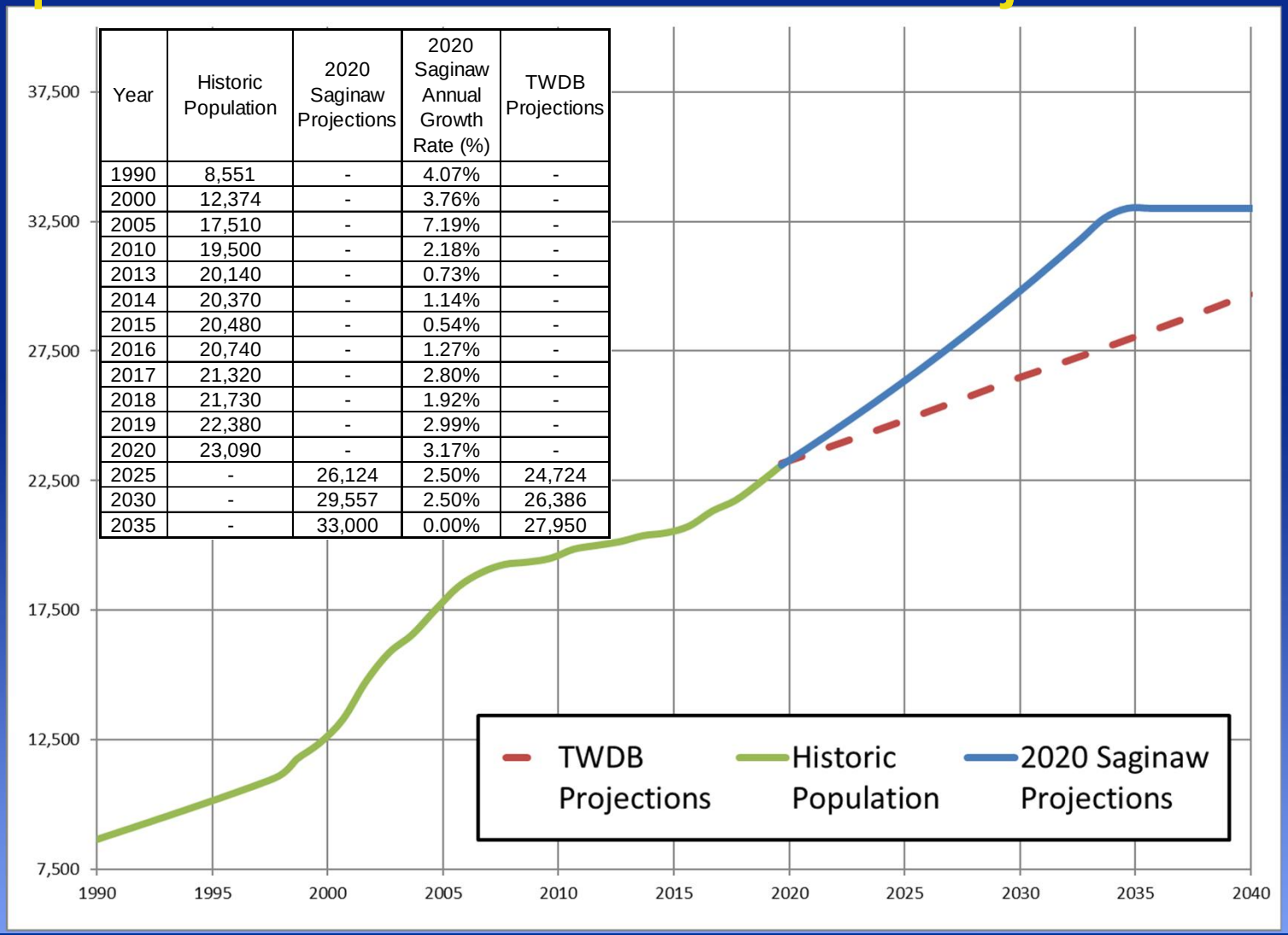
Outline

1) Population
2) Water
3) Wastewater
4) Drainage
5) Community Facilities
6) Parks
7) Streets

City of Saginaw – 2020 CIP Update

Population – Historic & Projected

Year	Historic Population	2020 Saginaw Projections	2020 Saginaw Annual Growth Rate (%)	TWDB Projections
1990	8,551	-	4.07%	-
2000	12,374	-	3.76%	-
2005	17,510	-	7.19%	-
2010	19,500	-	2.18%	-
2013	20,140	-	0.73%	-
2014	20,370	-	1.14%	-
2015	20,480	-	0.54%	-
2016	20,740	-	1.27%	-
2017	21,320	-	2.80%	-
2018	21,730	-	1.92%	-
2019	22,380	-	2.99%	-
2020	23,090	-	3.17%	-
2025	-	26,124	2.50%	24,724
2030	-	29,557	2.50%	26,386
2035	-	33,000	0.00%	27,950



City of Saginaw – 2020 CIP Update

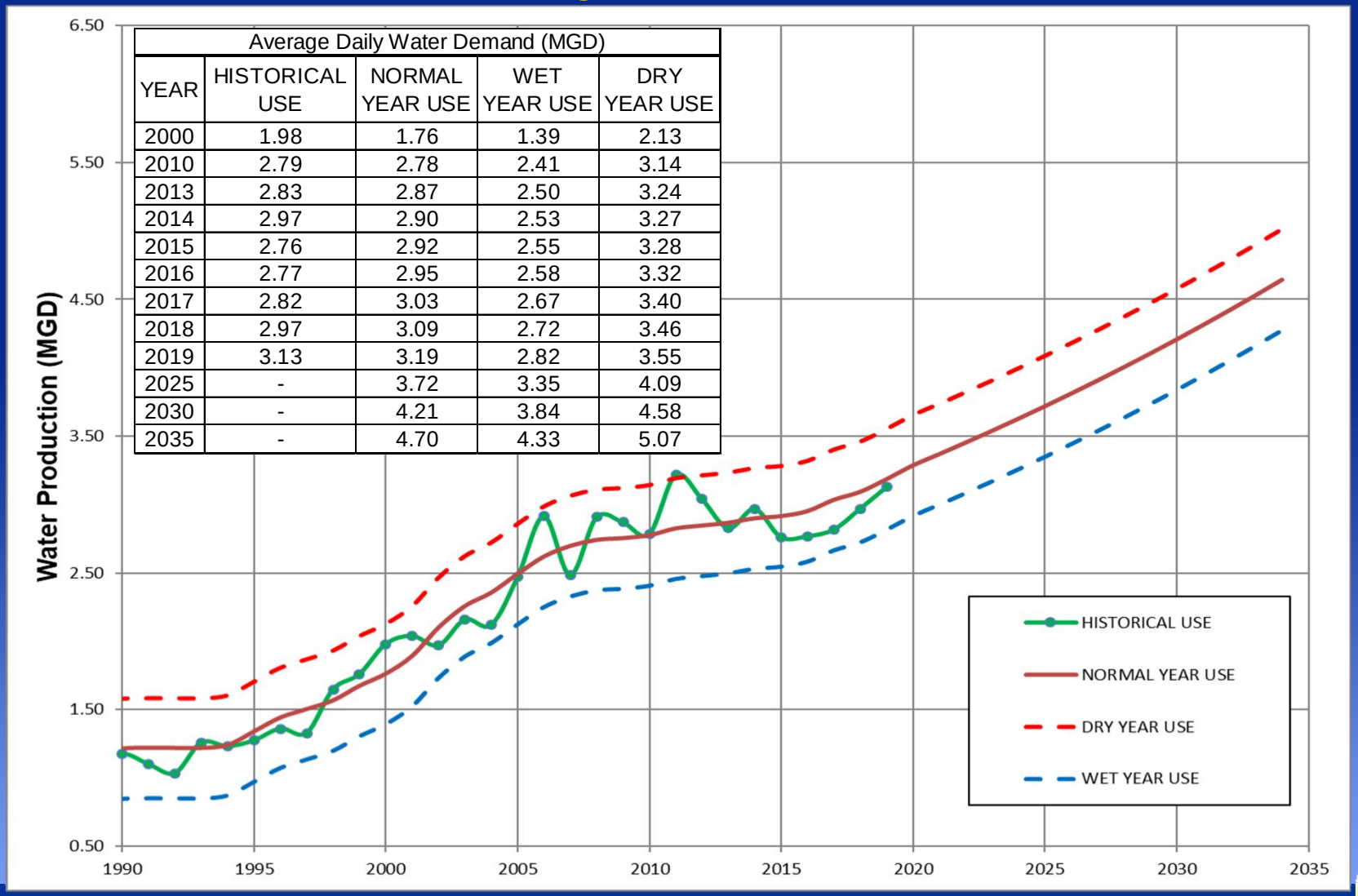
Outline

1) Population
2) Water
3) Wastewater
4) Drainage
5) Community Facilities
6) Parks
7) Streets

City of Saginaw – 2020 CIP Update

Water – Average Demand

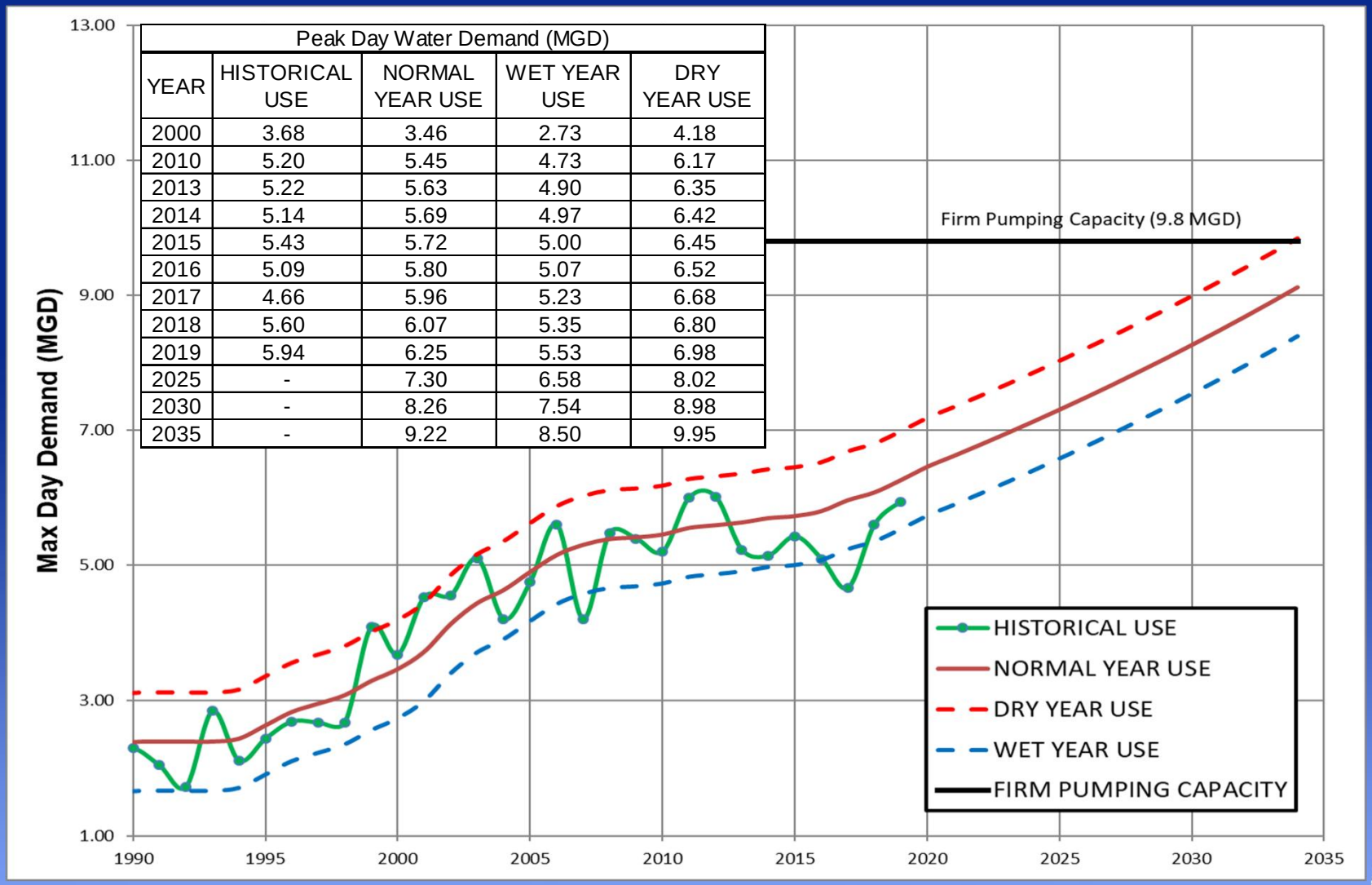
Average Daily Water Demand (MGD)				
YEAR	HISTORICAL USE	NORMAL YEAR USE	WET YEAR USE	DRY YEAR USE
2000	1.98	1.76	1.39	2.13
2010	2.79	2.78	2.41	3.14
2013	2.83	2.87	2.50	3.24
2014	2.97	2.90	2.53	3.27
2015	2.76	2.92	2.55	3.28
2016	2.77	2.95	2.58	3.32
2017	2.82	3.03	2.67	3.40
2018	2.97	3.09	2.72	3.46
2019	3.13	3.19	2.82	3.55
2025	-	3.72	3.35	4.09
2030	-	4.21	3.84	4.58
2035	-	4.70	4.33	5.07



City of Saginaw – 2020 CIP Update

Water – Peak Demand

Peak Day Water Demand (MGD)				
YEAR	HISTORICAL USE	NORMAL YEAR USE	WET YEAR USE	DRY YEAR USE
2000	3.68	3.46	2.73	4.18
2010	5.20	5.45	4.73	6.17
2013	5.22	5.63	4.90	6.35
2014	5.14	5.69	4.97	6.42
2015	5.43	5.72	5.00	6.45
2016	5.09	5.80	5.07	6.52
2017	4.66	5.96	5.23	6.68
2018	5.60	6.07	5.35	6.80
2019	5.94	6.25	5.53	6.98
2025	-	7.30	6.58	8.02
2030	-	8.26	7.54	8.98
2035	-	9.22	8.50	9.95



City of Saginaw – 2020 CIP Update

Water – CIP Review

City of Saginaw — **Water**

2016-2021 Capital Improvements Plan

Updated: July 2020

Water System CIP Project Description	Total	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
1) Park Center Elevated Storage Tank Rehabilitation	**Completed**					
A. Design / CCA	--		*Completed*			
B. Construction	--		*Completed*			
2) S. Hampshire 16" Water Line (1,350 LF; S. Hampshire across Hialeah Park to Saginaw Blvd.)	**Completed**					
A. Design / CCA	--	*Completed*				
B. Construction	--		*Completed*			
3) CDBG Bluebonnet Street 6" Water Line (1,462 LF; W. Green St. to Southern Ave.)	**Completed**					
A. Design / CCA	--	*Completed*				
B. Construction	--	*Completed*				
4) Saginaw Blvd 12" Water Line Ph. 2 (974 LF; 200 Feet South of Palomino Dr. to Hialeah Park St.)	**Completed**					
A. Design / CCA	--	*Completed*				
B. Construction	--		*Completed*			
5) Saginaw Blvd. 16" Water Line Ph. 2[(2)] (3,229 LF; Palomino Dr. across Saginaw Blvd. to Samson Blvd. 12" WL)	**$1,445,000**					
A. Design / CCA	*$155,000*				*$140,000*	*$15,000*
B. Construction	*$1,290,000*				*$150,000*	*$1,140,000*

Notes:

****Project budgets are based on a planning level analysis, on 2020 dollars, and on best available 2020 construction prices***

(1) Projects possibly constructed by Developers

(2) Impact fee eligible

City of Saginaw – 2020 CIP Update

Water – CIP Review

City of Saginaw — **Water**

2016-2021 Capital Improvements Plan

Updated: July 2020

Water System CIP Project Description	Total	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
6) FM 156 Utility Relocations (Water Relocations for the TxDOT Expansion of FM 156)	**Completed**					
A. Design / CCA	--				*Completed*	
B. Construction	--				*Completed*	
7) Northwest Booster Pump Station[2] (16' x 13' Pump Skid Package)	**$462,500**					
A. Design / CCA	*$62,500*				*$30,000*	*$32,500*
B. Construction	*$400,000*					*$400,000*
8) Risk and Resiliency Study	**$60,000**					
A. Design / CCA	*$60,000*					*$60,000*
City Water Subtotal:	**$1,967,500**	**--**	**--**	**--**	**$320,000**	**$1,647,500**

Notes:

****Project budgets are based on a planning level analysis, on 2020 dollars, and on best available 2020 construction prices***

(1) Projects possibly constructed by Developers

(2) Impact fee eligible

City of Saginaw – 2020 CIP Update

Water – CIP Review

City of Saginaw

2016-2021 Capital Improvements Plan

Water

Updated: July 2020

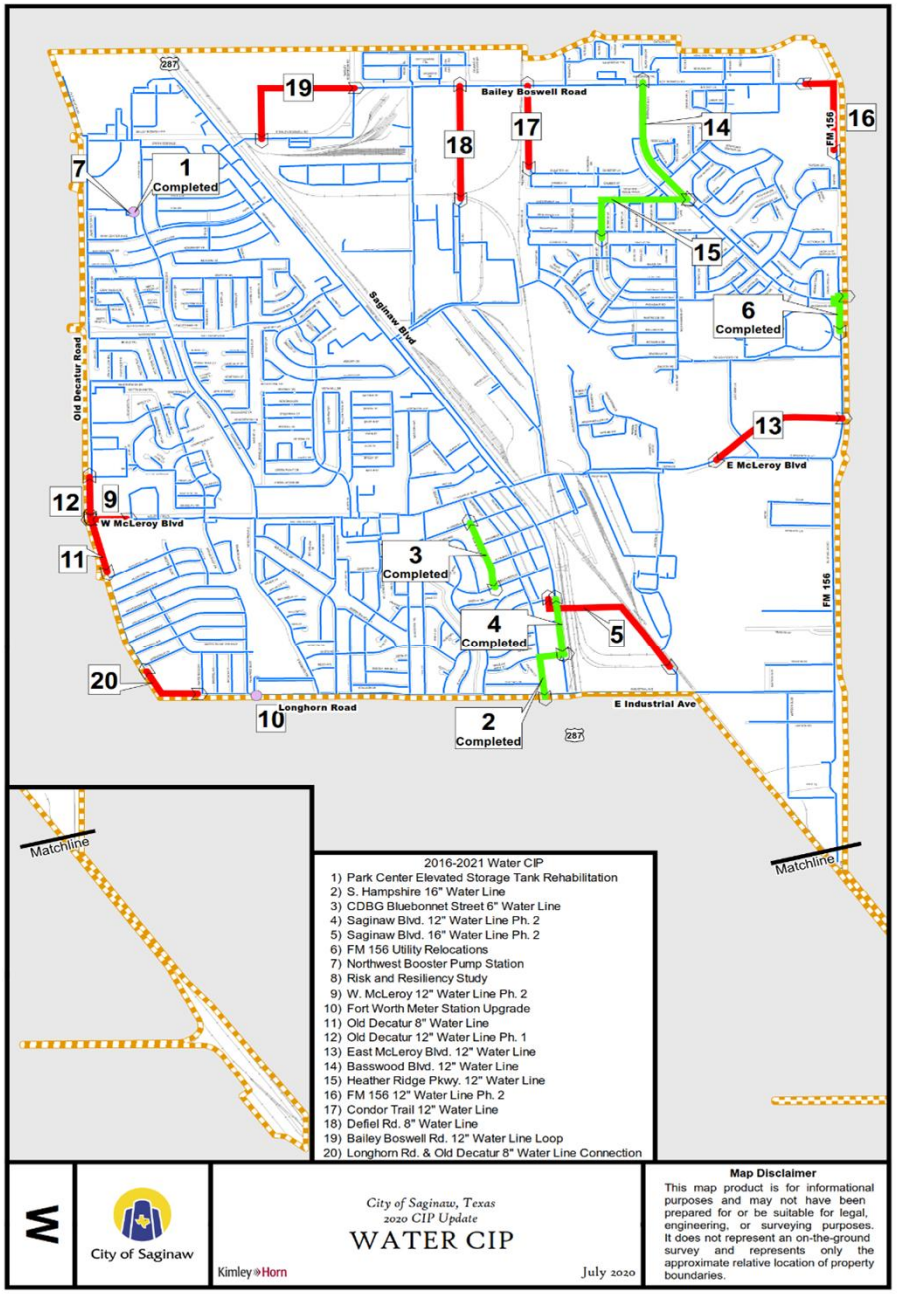
Water System CIP Project Description	Total	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
9) W. McLeroy Blvd. 12" Water Line Ph. 2[2] (706 LF; Elementary #14 to Old Decatur Rd.)	$325,000		Future			
10) Fort Worth Meter Station Upgrade (Upgrade to 8,500 gpm facility)	$250,000					
11) Old Decatur Rd. 8" Water Line [1] (1,212 LF; W. McLeroy Blvd. to Springhill Dr.)	$330,000					
12) Old Decatur Rd. 12" Water Line Ph. 1 [1] (851 LF; W. McLeroy Blvd. to First Baptist Church)	$295,000					
13) E. McLeroy Blvd. 12" Water Line [1] (2,733 LF; S-curve to FM 156)	$680,000					
14) Basswood Blvd. 12" Water Line (2,781 LF; Bailey Boswell Rd. to TXU Easement)	Completed					
15) Heather Ridge Pkwy. 12" Water Line (2,498 LF; Heather Ridge Pkwy. to Basswood Blvd.)	Completed		Developer			
16) FM 156 12" Water Line Phase 2 [1] (1,971 LF; 450 Feet North of Topeka Dr. to Bailey Boswell Rd.)	$495,000					
17) Condor Trl. 12" Water Line [1] (1,730 LF; Dunster Ln. To Bailey Boswell Rd.)	$420,000					
18) Defiel Rd. 8" Water Line [1] (2,396 LF; Defiel Rd. Cul-de-sac to Bailey Boswell Rd.)	$610,000					
19) Bailey Boswell Rd. 12" Water Line Loop [1] (2,916 LF; Wagley Robertson Rd. to Bailey Boswell Rd.)	$610,000					
20) Longhorn Rd. & Old Decatur 8" Water Line Connection [1] (1,258 LF; Landsdale Ln. to White Rock Dr.)	$420,000					

Notes:

****Project budgets are based on a planning level analysis, on 2020 dollars, and on best available 2020 construction prices***

[1] Projects possibly constructed by Developers

[2] Impact fee eligible


Bailey Boswell Road
Saginaw Blvd
Old Decatur Road
FM 156
E McLeroy Blvd
W McLeroy Blvd
Longhorn Road
E Industrial Ave
287
1 Completed
2 Completed
3 Completed
4 Completed
5
6 Completed
7
9
10
11
12
13
14
15
16
17
18
19
20
Matchline
Matchline
2016-2021 Water CIP
1) Park Center Elevated Storage Tank Rehabilitation
2) S. Hampshire 16" Water Line
3) CDBG Bluebonnet Street 6" Water Line
4) Saginaw Blvd. 12" Water Line Ph. 2
5) Saginaw Blvd. 16" Water Line Ph. 2
6) FM 156 Utility Relocations
7) Northwest Booster Pump Station
8) Risk and Resiliency Study
9) W. McLeroy 12" Water Line Ph. 2
10) Fort Worth Meter Station Upgrade
11) Old Decatur 8" Water Line
12) Old Decatur 12" Water Line Ph. 1
13) East McLeroy Blvd. 12" Water Line
14) Basswood Blvd. 12" Water Line
15) Heather Ridge Pkwy. 12" Water Line
16) FM 156 12" Water Line Ph. 2
17) Condor Trail 12" Water Line
18) Defiel Rd. 8" Water Line
19) Bailey Boswell Rd. 12" Water Line Loop
20) Longhorn Rd. & Old Decatur 8" Water Line Connection
N
City of Saginaw
City of Saginaw, Texas
2020 CIP Update
WATER CIP
Kimley»Horn
July 2020
Map Disclaimer
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City of Saginaw – 2020 CIP Update

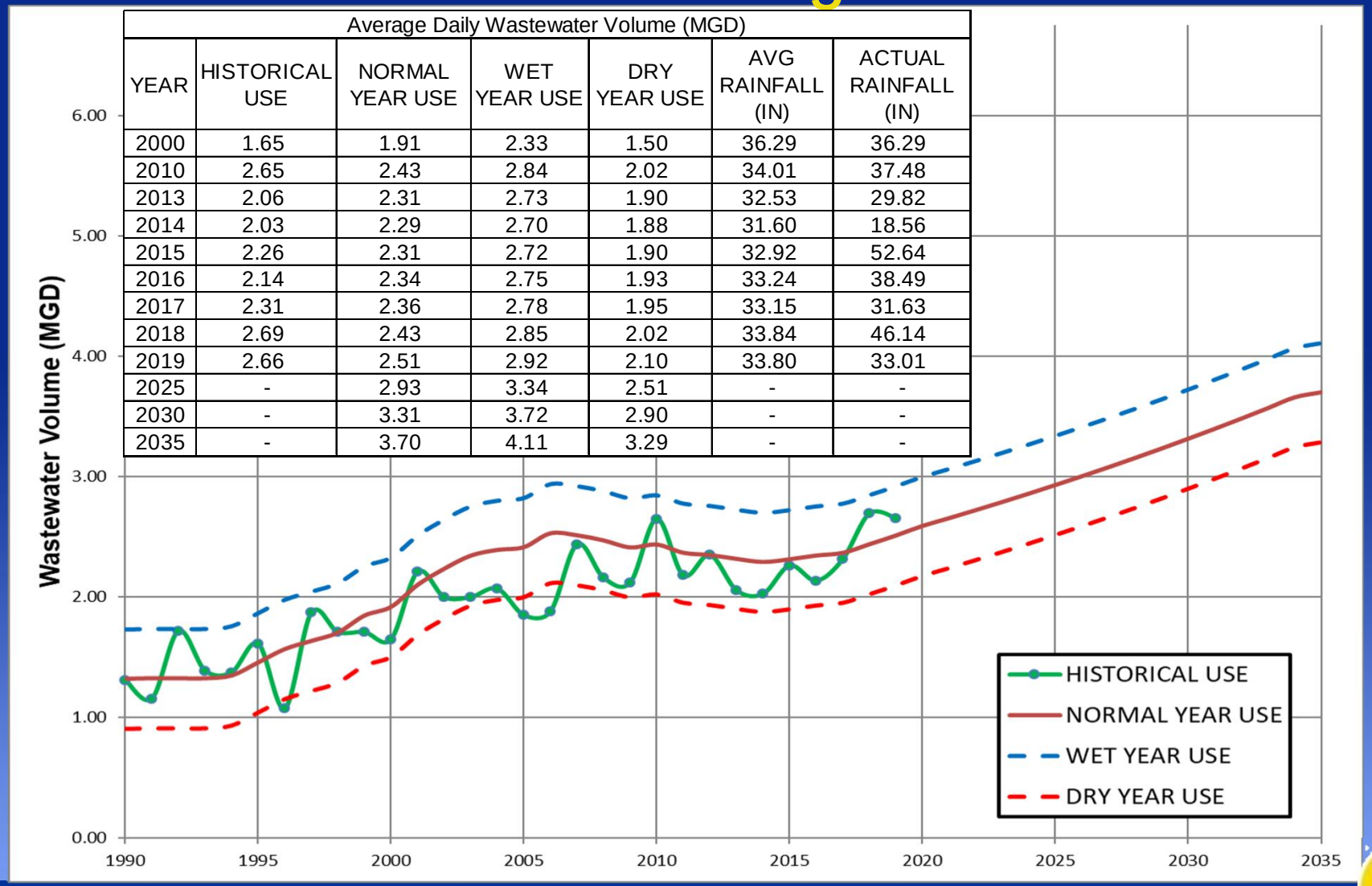
Outline

1) Population
2) Water
3) Wastewater
4) Drainage
5) Community Facilities
6) Parks
7) Streets

City of Saginaw – 2020 CIP Update

Wastewater – Average Demand

Average Daily Wastewater Volume (MGD)						
YEAR	HISTORICAL USE	NORMAL YEAR USE	WET YEAR USE	DRY YEAR USE	AVG RAINFALL (IN)	ACTUAL RAINFALL (IN)
2000	1.65	1.91	2.33	1.50	36.29	36.29
2010	2.65	2.43	2.84	2.02	34.01	37.48
2013	2.06	2.31	2.73	1.90	32.53	29.82
2014	2.03	2.29	2.70	1.88	31.60	18.56
2015	2.26	2.31	2.72	1.90	32.92	52.64
2016	2.14	2.34	2.75	1.93	33.24	38.49
2017	2.31	2.36	2.78	1.95	33.15	31.63
2018	2.69	2.43	2.85	2.02	33.84	46.14
2019	2.66	2.51	2.92	2.10	33.80	33.01
2025	-	2.93	3.34	2.51	-	-
2030	-	3.31	3.72	2.90	-	-
2035	-	3.70	4.11	3.29	-	-



City of Saginaw – 2020 CIP Update

Wastewater – CIP Review

City of Saginaw — **Wastewater**

2016-2021 Capital Improvements Plan

Updated: July 2020

Wastewater System CIP Project Description	Total	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
1) Blue Ridge Trl. 8" Sanitary Sewer (761 LF; Longhorn Rd. to Mesa Ct.)	**Completed**					
A. Design / CCA	--	*Completed*				
B. Construction	--	*Completed*				
2) Fairmont 12" Sanitary Sewer Rehabilitation - Phase 1 (960 LF; Southern Ave. to Fairmont Blvd.; includes bore under TxDOT and RR)	**Completed**					
A. Design / CCA	--				*Completed*	
B. Construction	--				*Completed*	
3) BNSF Utility Relocations 8" Water Line Abandonment and 12" Sewer Relocation	**Completed**					
A. Design / CCA	--				*Completed*	
B. Construction	--				*Completed*	
4) I&I Study Phase 1 - Continued (Little Fossil Creek Basin)	**Completed**	*Completed*				
5) I&I Sewer Repairs (Little Fossil Creek Basin)	**Completed**					
A. Design / CCA	--				*Completed*	
B. Construction	--				*Completed*	
6) I&I Study Phase 2 (West Cement Creek)	**Completed**			*Completed*		
City Wastewater Subtotal:	--	--	--	--	--	--

Notes:

****Project budgets are based on a planning level analysis, on 2020 dollars, and on best available 2020 construction prices***

(1) Projects possibly constructed by Developers

City of Saginaw – 2020 CIP Update

Wastewater – CIP Review

City of Saginaw — **Wastewater**

2016-2021 Capital Improvements Plan

Updated: July 2020

Wastewater System CIP

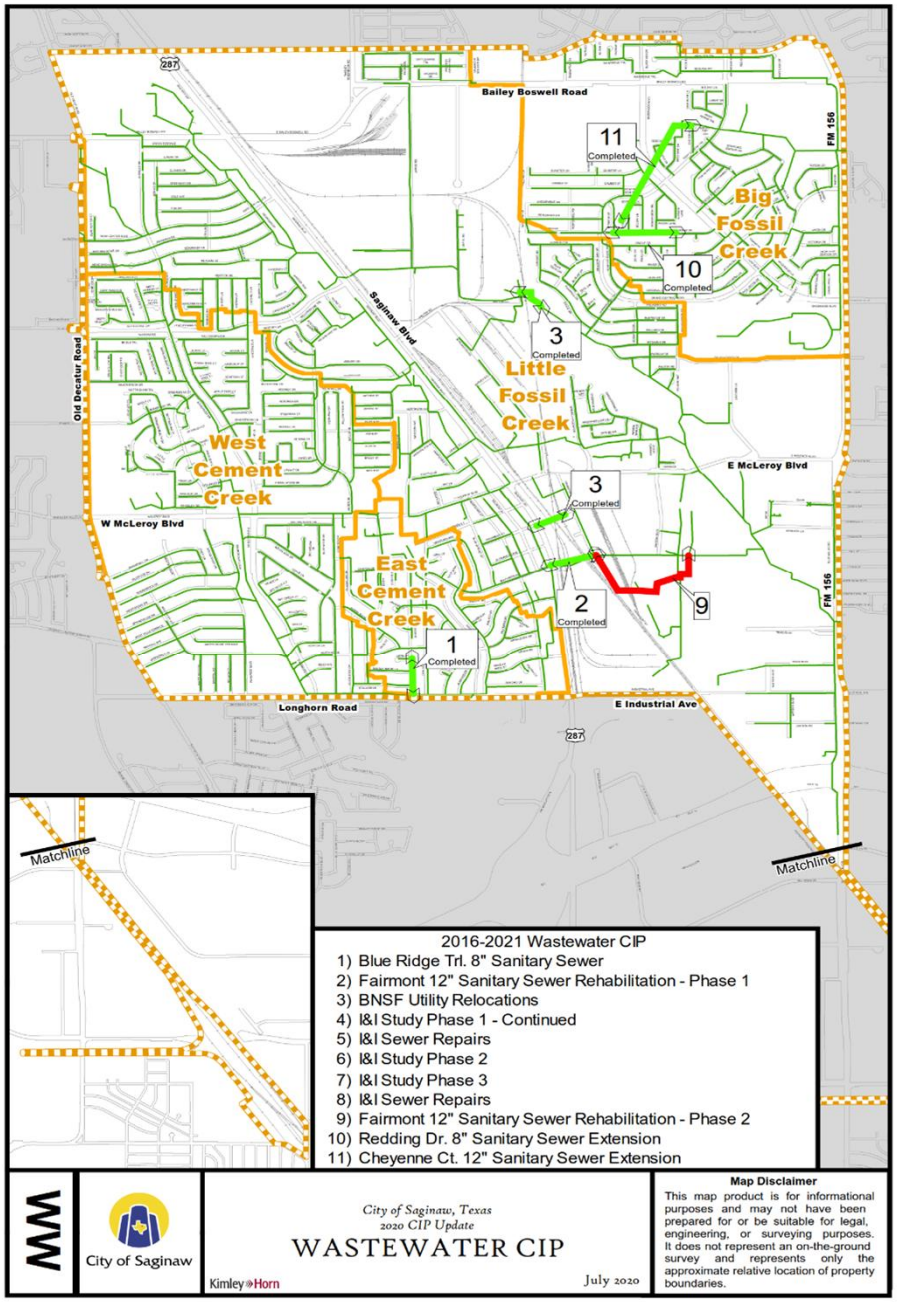
Project Description	Total	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
7) I&I Study Phase 3	TBD					
8) I&I Sewer Repairs	TBD					
9) Fairmont 12" Sanitary Sewer Rehabilitation - Phase 2 (2,800 LF; Fairmont Blvd. to Sansom Blvd.)	$1,950,000					
10) Redding Dr. 8" Sanitary Sewer Extension [1] (1,223 LF; Mockingbird Dr. to Heather Ridge Pkwy.)	Completed					
11) Cheyenne Ct. 12" Sanitary Sewer Extension [1] (2,600 LF; Cheyenne Ct. to Future Redding Dr.)	Completed					

Future Developer

Notes:

****Project budgets are based on a planning level analysis, on 2020 dollars, and on best available 2020 construction prices***

[1] Projects possibly constructed by Developers


Bailey Boswell Road
FM 156
Old Decatur Road
Saginaw Blvd
W McLeroy Blvd
E McLeroy Blvd
Longhorn Road
E Industrial Ave
287
Big Fossil Creek
Little Fossil Creek
West Cement Creek
East Cement Creek
11 Completed
10 Completed
3 Completed
3 Completed
2 Completed
1 Completed
9
Matchline
Matchline
2016-2021 Wastewater CIP
1) Blue Ridge Trl. 8" Sanitary Sewer
2) Fairmont 12" Sanitary Sewer Rehabilitation - Phase 1
3) BNSF Utility Relocations
4) I&I Study Phase 1 - Continued
5) I&I Sewer Repairs
6) I&I Study Phase 2
7) I&I Study Phase 3
8) I&I Sewer Repairs
9) Fairmont 12" Sanitary Sewer Rehabilitation - Phase 2
10) Redding Dr. 8" Sanitary Sewer Extension
11) Cheyenne Ct. 12" Sanitary Sewer Extension
City of Saginaw
City of Saginaw, Texas
2020 CIP Update
WASTEWATER CIP
Kimley»Horn
July 2020
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City of Saginaw – 2020 CIP Update

Outline

1) Population
2) Water
3) Wastewater
4) Drainage
5) Community Facilities
6) Parks
7) Streets

City of Saginaw – 2020 CIP Update

Drainage – CIP Review

City of Saginaw — **Drainage**

2016-2021 Capital Improvements Plan

Updated: July 2020

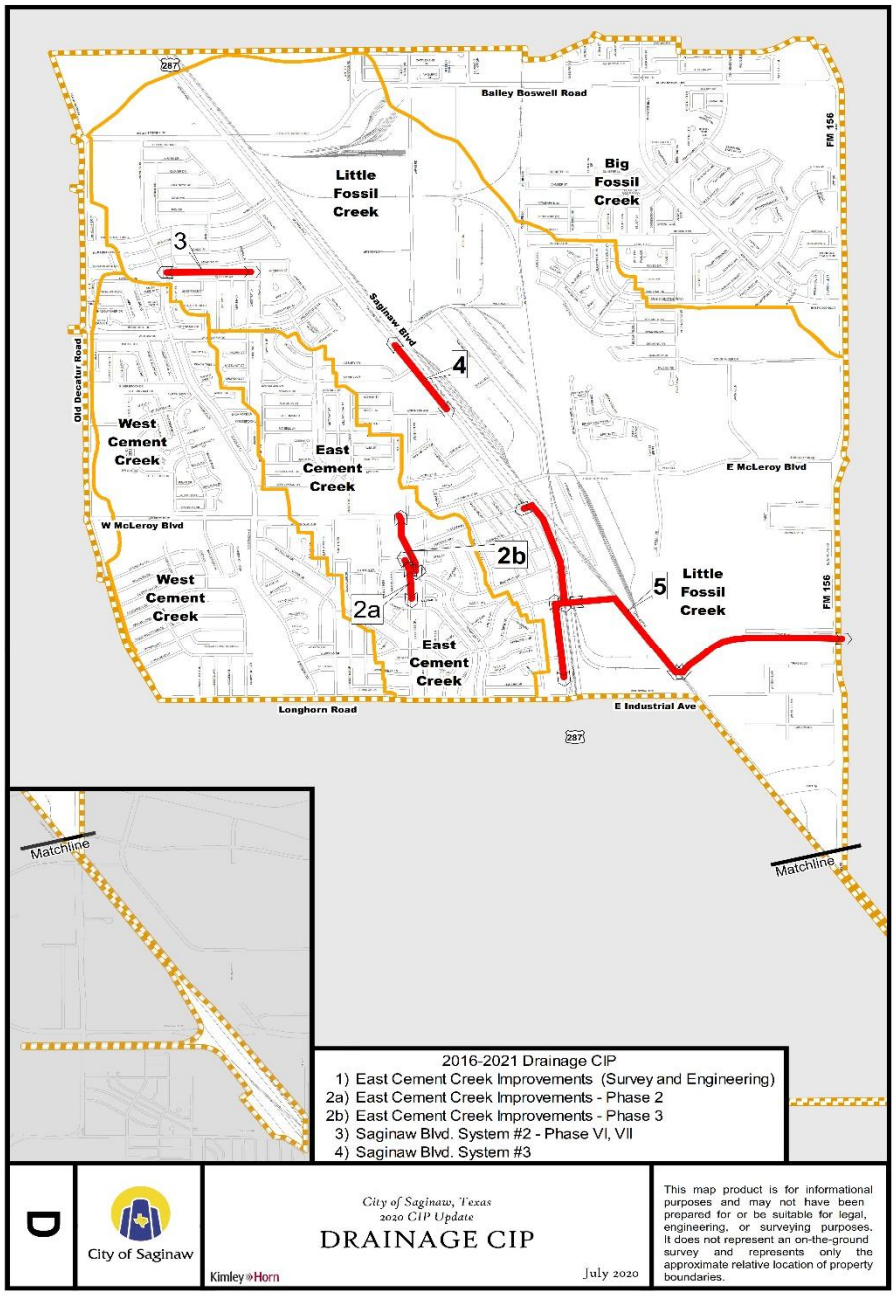
Drainage CIP Project Description	Total	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
1) East Cement Creek Improvements, Phases 2 and 3						
A. Design for all phases (Survey and Engineering)	**$358,100**			*$80,000*	*$200,000*	*$78,100*
2) East Cement Creek Improvements, Phases 2 and 3	**$1,400,000**					
A. Phase 2 Construction	*$1,400,000*				*$12,500*	$1,387,500
(Channel Improvements Opal St. to Blue Ridge Trl. Drainage Improvements)						
B. Phase 3 Construction	*Future*					
(Channel Improvements Blue Ridge Trl. to W. McLeroy Blvd., Culvert at W. McLeroy Blvd.)						
City Drainage Subtotal:	**$1,678,100**	--	--	--	**$212,500**	**$1,465,600**
3) Saginaw Blvd. Drainage System #2 - Phase VI, VII	**$2,275,000**					
E. Phase VI - Northern to Cambridge	*$1,600,000*					
F. Phase VII - Cambridge to Across from Minton	*$675,000*					
4) Saginaw Blvd. Drainage System #3 (1)	**$6,690,000**					
A. Design (Survey and Engineering) 30% Complete	*$200,000*					
B. Easements, RR Permits, RR Inspection	*$330,000*					
C. Phase I	*$2,500,000*					
D. Phase II	*$1,500,000*					
E. Phase III	*$310,000*					
F. Phase IV	*$1,100,000*					
G. TxDOT Review	*$750,000*					
Future City Drainage Subtotal:	**$8,965,000**					

Future

Notes:

****Project budgets are based on a planning level analysis, on 2020 dollars, and on best available 2020 construction prices***

(1) On hold due to TxDOT Review Fee Issue


287
Bailey Boswell Road
FM 156
Little Fossil Creek
Big Fossil Creek
3
Saginaw Blvd
4
Old Decatur Road
West Cement Creek
East Cement Creek
E McLeroy Blvd
W McLeroy Blvd
2b
5
Little Fossil Creek
West Cement Creek
2a
East Cement Creek
Longhorn Road
E Industrial Ave
287
Matchline
Matchline
2016-2021 Drainage CIP
1) East Cement Creek Improvements (Survey and Engineering)
2a) East Cement Creek Improvements - Phase 2
2b) East Cement Creek Improvements - Phase 3
3) Saginaw Blvd. System #2 - Phase VI, VII
4) Saginaw Blvd. System #3
D
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City of Saginaw, Texas
2020 CIP Update
DRAINAGE CIP
Kimley»Horn
July 2020
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City of Saginaw – 2020 CIP Update

Outline

1) Population
2) Water
3) Wastewater
4) Drainage
5) Community Facilities
6) Parks
7) Streets

City of Saginaw – 2020 CIP Update

Community Facilities – CIP Review

City of Saginaw

2016-2021 Capital Improvements Plan

Community Facilities

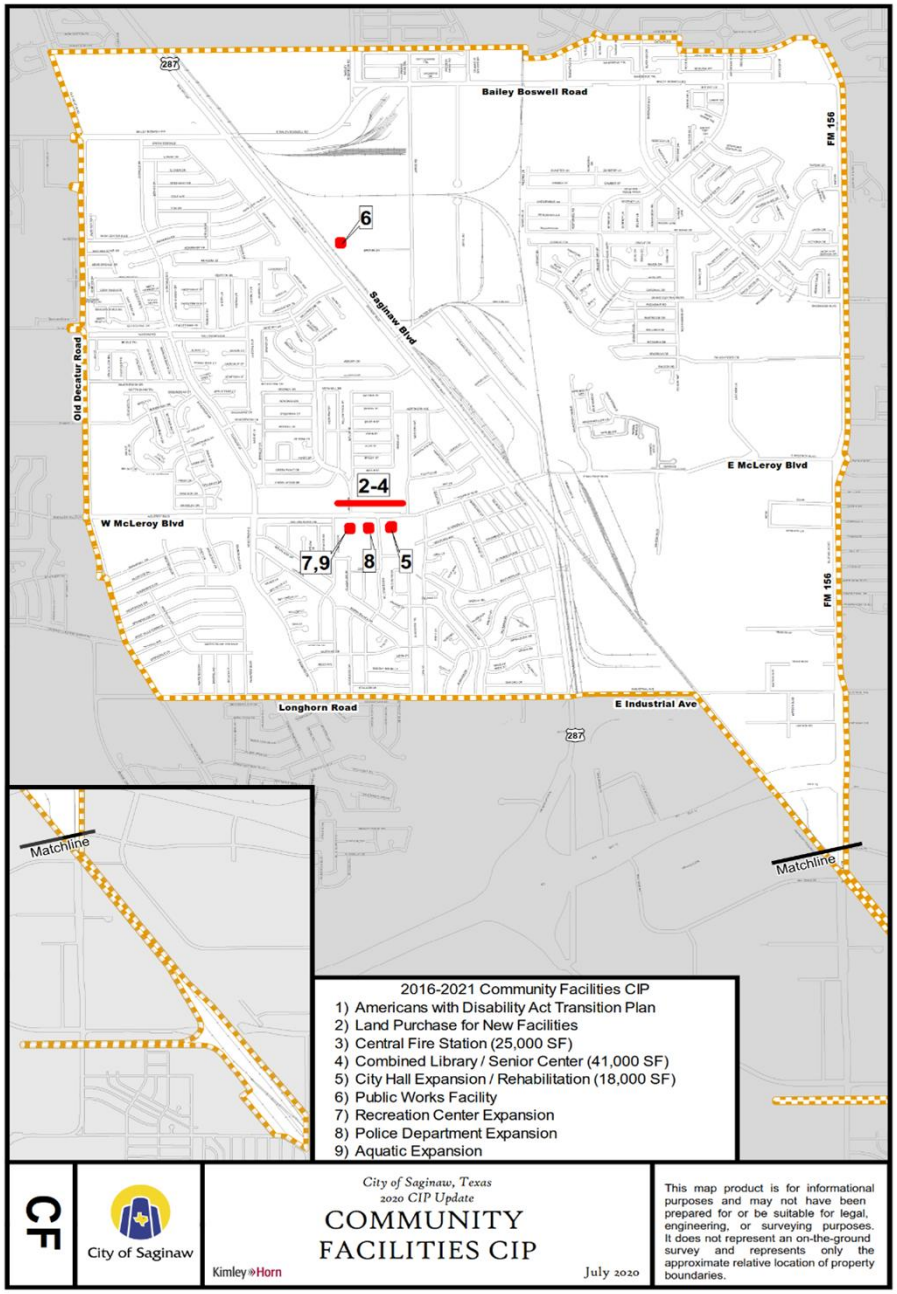
Updated: July 2020

Community Facilities System CIP Project Description	Total	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
1) Americans with Disability Act Transition Plan	**$65,000**					
Phase 1 - Programs, Procedures, and Policies	--	*Complete*				
Phase 2A - Park Evaluation	--		*Complete*			
Phase 2B - Builiding Evaluation	--			*Complete*		
Phase 3A - Intersection Evaluation	--				*Complete*	
Phase 3B - Intersection Evaluation	*$65,000*					*$65,000*
Phase 4A - Sidewalk Evaluation	*Future*					
Phase 4B - Sidewalk Evaluation	*Future*					
2) Land Purchase for New Facilities	--				*Complete*	
3) Central Fire Station (25,000 SF)	**$14,500,000**					
A. Design / CCA	*$1,200,000*				$1,200,000	
B. Construction	$13,300,000					$13,300,000
City Community Facilities Subtotal:	**$14,565,000**	--	--	--	**$1,200,000**	**$13,365,000**
4) Combined Library / Senior Center (41,000 SF)	**$24,000,000**					
5) City Hall Expansion / Rehabilitation (18,000 SF)	**$5,800,000**					
6) Public Works Facility	**TBD**					
7) Recreation Center Expansion	**TBD**					
8) Police Department Expansion	**TBD**					
9) Aquatic Expansion	**TBD**					

Future

Notes:

****Project budgets are based on a planning level analysis, on 2020 dollars, and on best available 2020 construction prices***


287
Bailey Boswell Road
FM 156
6
Saginaw Blvd
Old Decatur Road
E McLeroy Blvd
2-4
W McLeroy Blvd
7,9
8
5
FM 156
Longhorn Road
E Industrial Ave
287
Matchline
Matchline
2016-2021 Community Facilities CIP
1) Americans with Disability Act Transition Plan
2) Land Purchase for New Facilities
3) Central Fire Station (25,000 SF)
4) Combined Library / Senior Center (41,000 SF)
5) City Hall Expansion / Rehabilitation (18,000 SF)
6) Public Works Facility
7) Recreation Center Expansion
8) Police Department Expansion
9) Aquatic Expansion
CF
City of Saginaw
City of Saginaw, Texas
2020 CIP Update
COMMUNITY FACILITIES CIP
Kimley»Horn
July 2020
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City of Saginaw – 2020 CIP Update

Outline

1) Population
2) Water
3) Wastewater
4) Drainage
5) Community Facilities
6) Parks
7) Streets

City of Saginaw – 2020 CIP Update

Parks – CIP Review

City of Saginaw

2016-2021 Capital Improvements Plan

Parks

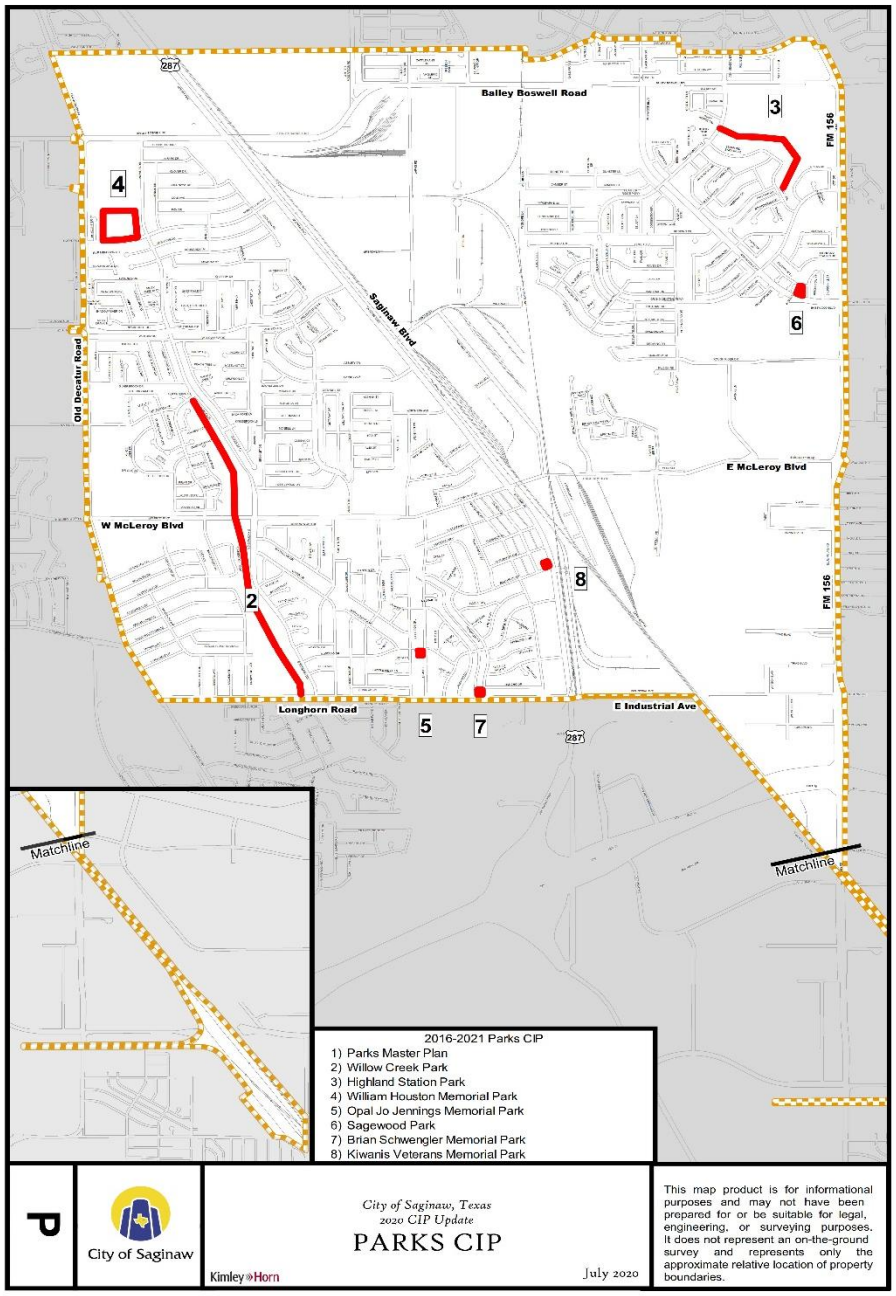
Updated: July 2020

Parks CIP Project Description	Total	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
1) Parks Master Plan	**$32,000**					*$32,000*
2) Willow Creek Park	**$12,000,000 - $14,000,000**					
Phase 1	*TBD*					
Phase 2	*TBD*					
Phase 3	*TBD*					
3) Highland Station Park	**$8,500,000 - $10,000,000**					
Phase 1	*TBD*					
Phase 2	*TBD*					
Phase 3	*TBD*					
4) William Houston Memorial Park	**$5,400,000 - $7,000,000**					
Phase 1	*TBD*					
Phase 2	*TBD*					
5) Opal Jo Jennings Memorial Park	**$1,000,000 - $1,500,000**					
Phase 1	*TBD*					
Phase 2	*TBD*					
6) Sagewood Park	**$1,000,000 - $1,500,000**					
Phase 1	*TBD*					
Phase 2	*TBD*					
7) Brian Schwengler Memorial Park	**$1,130,000 - $1,630,000**					
Phase 1	*TBD*					
Phase 2	*TBD*					
8) Kiwanis Veterans Memorial Park	**$650,000 - $1,000,000**					
Phase 1	*TBD*					
Phase 2	*TBD*					

Future

Notes:

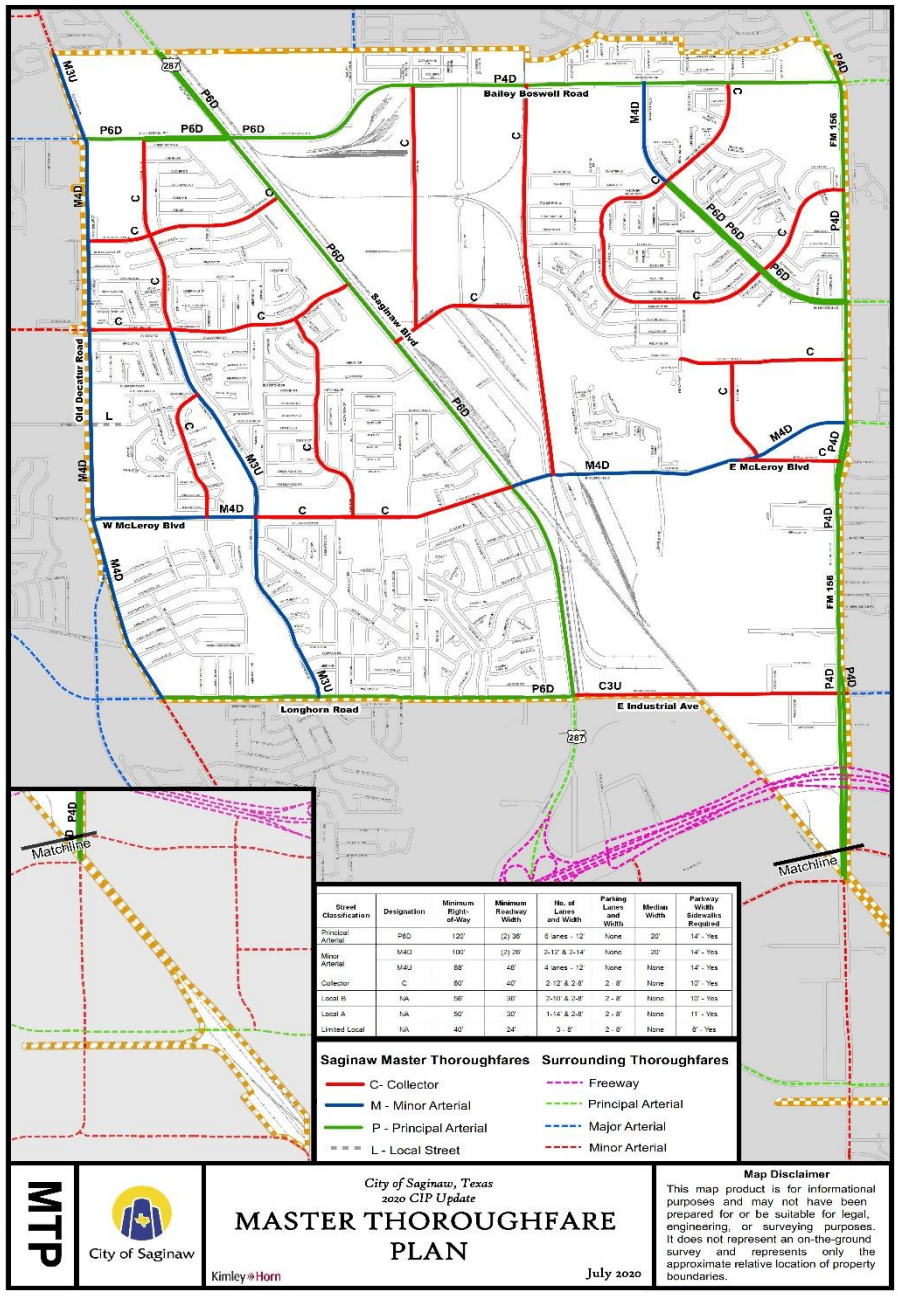
****Project budgets are based on a planning level analysis, on 2020 dollars, and on best available 2020 construction prices***


287
Bailey Boswell Road
FM 156
Saginaw Blvd
Old Decatur Road
E McLeroy Blvd
W McLeroy Blvd
Longhorn Road
E Industrial Ave
Matchline
Matchline
2016-2021 Parks CIP
1) Parks Master Plan
2) Willow Creek Park
3) Highland Station Park
4) William Houston Memorial Park
5) Opal Jo Jennings Memorial Park
6) Sagewood Park
7) Brian Schwengler Memorial Park
8) Kiwanis Veterans Memorial Park
City of Saginaw
City of Saginaw, Texas
2020 CIP Update
PARKS CIP
July 2020
Kimley»Horn
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City of Saginaw – 2020 CIP Update

Outline

1) Population
2) Water
3) Wastewater
4) Drainage
5) Community Facilities
6) Parks
7) Streets



Street Classification	Designation	Minimum Right-of-Way	Minimum Roadway Width	No. of Lanes and Width	Parking Lanes and Width	Median Width	Parkway Width Sidewalks Required
Principal Arterial	P6D	120'	(2) 38'	6 lanes - 12'	None	20'	14' - Yes
	M4D	100'	(2) 26'	2-12' & 2-14'	None	20'	14' - Yes
Minor Arterial	M4U	68'	48'	4 lanes - 12'	None	None	14' - Yes
Collector	C	60'	40'	2-12' & 2-8'	2 - 8'	None	10' - Yes
Local B	NA	56'	36'	2-10' & 2-8'	2 - 8'	None	10' - Yes
Local A	NA	50'	30'	1-14' & 2-8'	2 - 8'	None	11' - Yes
Limited Local	NA	40'	24'	3 - 8'	2 - 8'	None	8' - Yes

City of Saginaw – 2020 CIP Update

Streets – CIP Review

City of Saginaw

2016-2021 Capital Improvements Plan

Streets

Updated: **July 2020**

Streets CIP Project Description	Total	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
1) Bailey Boswell Ph. 2 & 3 Reconstruction (Saginaw Blvd. to Approx. 500' west of Ash Meadow Dr.)	**Complete**					
A. Construction Cost	--			*Complete*		
B. Railroad Fee [3]	--			*Complete*		
C. Enbridge Gas Relocation	--			*Complete*		
D. Right-of-Way / Easements	--			*Complete*		
2) Bailey-Boswell Overpass [1] (Intersection of Bailey Boswell and Saginaw Blvd.)	**$13,870,133**					
A. Final Design	--					
B.Local Project Advance Funding Agreement Fee	--					
C. Construction	*$12,610,133.30*				*$500,000*	*$12,110,133.30*
D. Construction Inpsection and Testing [4]	*$860,000*				*$130,000*	*$730,000*
E. Railroad Inspection Fees [5]	*$400,000*				*$50,000*	*$350,000*
3) Basswood Blvd.	**Complete**					
a) Basswood Blvd. Extension to High Country Trail (2 Lanes for 600 feet, Whistle Stop Drive to High Country Trail)	*Complete*	*Complete*				
b) Basswood Blvd. Extension to Bailey Boswell (4 lanes for 1,700 feet, High Country Trail to Bailey Boswell)	*Complete*		*Complete*			
4) Knowles Dr. Ph. 1 Reconstruction to 2 Lanes and Drainage Improvements (400 FT South of Woodcrest Dr to Edwards Dr)	**$7,565,000**					
A. Final Design	$765,500				$510,000	$255,500
B. Construction	*$6,800,000*					

Notes:

****Project budgets are based on a planning level analysis, on 2020 dollars, and on best available 2020 construction prices***

[1] Project constructed using Tarrant County matching funds of up to $6.5 million

[2] Projects possibly constructed by Developers

[3] Updated per invoices from Railroads

[4] $681,413 is in escrow from developers with additional $549,573.20 pending for The Square

[5] Municipal Town Center Cross Section Alternative

City of Saginaw – 2020 CIP Update

Streets – CIP Review

City of Saginaw

2016-2021 Capital Improvements Plan

Streets

Updated: **July 2020**

Streets CIP Project Description	Total	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
5) Knowles Dr.Ph. 2 Reconstruction to 3 Lanes and Roundabout at McLeroy (W. McLeroy Blvd. to 400 FT South of Woodcrest Dr)	**$5,440,000**					
A. Final Design	*$640,000*				$225,000	$415,000
B. Construction	*$4,800,000*					
6) Knowles Dr. Ph. 3 Reconstruction to 3 Lanes and Drainage Improvements (Longhorn to W. McLeroy Blvd)	**$7,153,000**					
A. Final Design	$753,000				$275,000	$423,000
B. Construction	*$6,400,000*					
7) Signal at Knowles & Bailey Boswell	**$400,000**					
A. Final Design	$50,000				$20,000	$30,000
B. Construction	*$350,000*					
8) W.J. Boaz at Old Decatur	**$1,000,000**					
A. Final Design	$130,000				$40,000	$90,000
B. Construction	*$870,000*					
9) Old Decatur Road North [4] (Bailey Boswell to City Limits)	**$2,130,000**					
A. Final Design	$205,000				$150,000	$55,000
B. Construction	$1,925,000					
City Streets Subtotal:	**$16,358,633**	**$0**	**$0**	**$0**	**$1,900,000**	**$14,458,633**

Notes:

****Project budgets are based on a planning level analysis, on 2020 dollars, and on best available 2020 construction prices***

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City of Saginaw – 2020 CIP Update

Streets – CIP Review

City of Saginaw

2016-2021 Capital Improvements Plan

Streets

Updated: July 2020

Streets CIP Project Description	Total	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
10) E. McLeroy Blvd. Ph. 2 Reconstruction (Saginaw Blvd. to S-Curve)	$12,700,000					
11) W. McLeroy Blvd. Ph. 3 Reconstruction (4 Lane Divided Per MTP) (Saginaw Blvd. to Knowles Dr.)	$10,900,000					
11A) W. McLeroy Blvd. Ph. 3 Reconstruction - (Urban Municipal Section) [5] (Saginaw Blvd. to Knowles Dr.)	$10,200,000					
12) W. McLeroy Blvd. Ph. 4 Reconstruction (Old Decatur Rd. to Knowles Dr.)	$7,000,000		**Future**			
13) Industrial Blvd. Reconstruction Phase 1 (200 Feet East of Railroad Tracks to FM 156)	$3,300,000					
14) Industrial Blvd. Reconstruction Phase 2 (1000' East of Saginaw Blvd. to 200 East of Railroad Tracks)	$3,600,000					
15) Bailey Boswell to McLeroy North-South Collector (Bailey Boswell to McLeroy)	$10,600,000					
16) Railroad Quiet Zone Implementation (Location TBD)	TBD					
Future City Streets Subtotal:	$48,100,000					
17) Heather Ridge Pkwy. Extension [2] (400' North of Raven Dr. to Woodcrest Development)	Complete		**Developer**			
18) E. McLeroy Blvd. (Western Center Extension) [2] (FM 156 to S-Curve)	$7,100,000					

Notes:

**Project budgets are based on a planning level analysis, on 2020 dollars, and on best available 2020 construction prices*

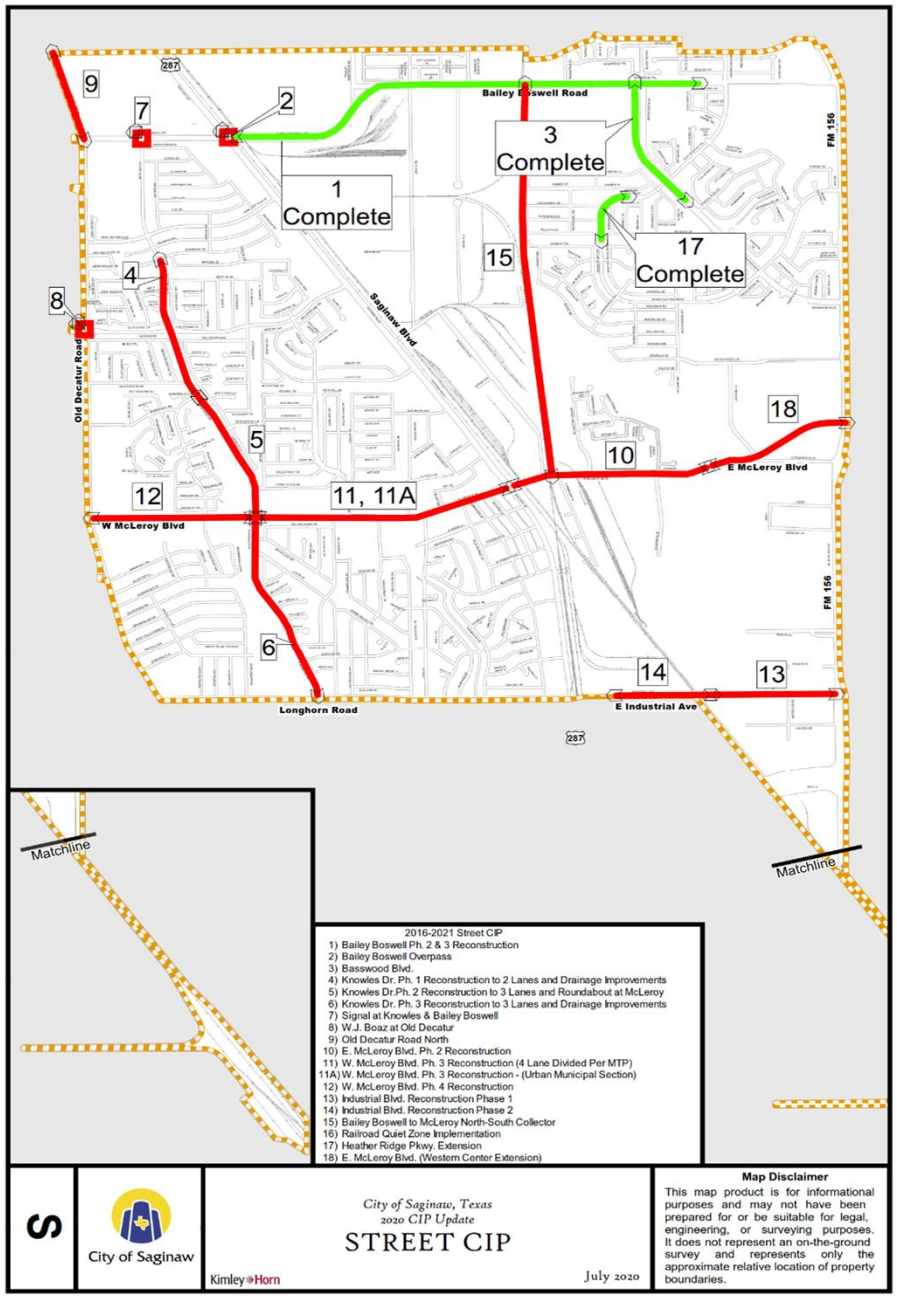
[1] Project constructed using Tarrant County matching funds of up to $6.5 million

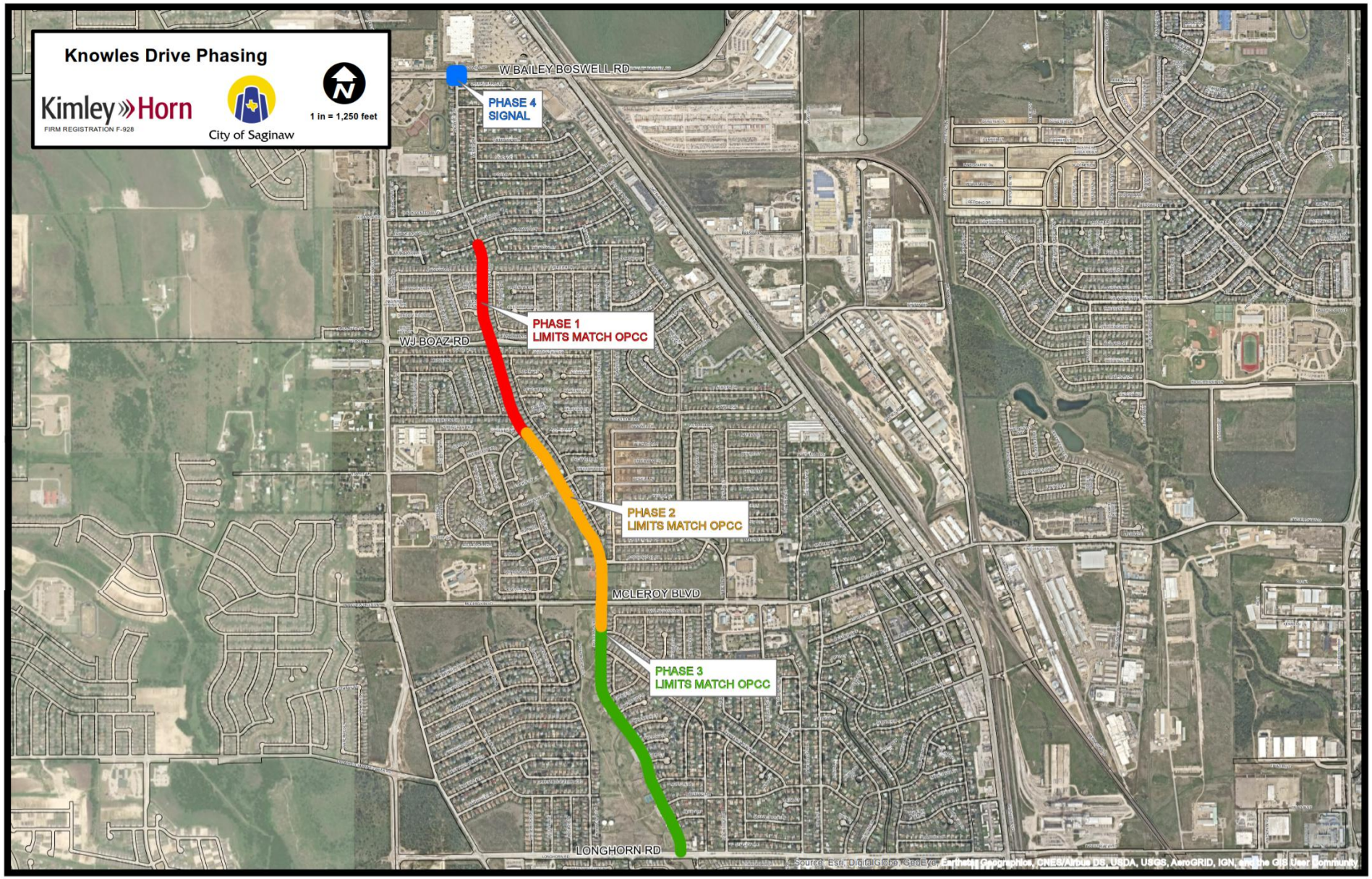
[2] Projects possibly constructed by Developers

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[5] Municipal Town Center Cross Section Alternative


9
7
2
1
Complete
3
Complete
17
Complete
15
4
8
5
18
10
12
11, 11A
6
14
13
Bailey Boswell Road
Saginaw Blvd
Old Decatur Road
W McLeroy Blvd
E McLeroy Blvd
Longhorn Road
E Industrial Ave
FM 156
287
Matchline
Matchline
2016-2021 Street CIP
1) Bailey Boswell Ph. 2 & 3 Reconstruction
2) Bailey Boswell Overpass
3) Basswood Blvd.
4) Knowles Dr. Ph. 1 Reconstruction to 2 Lanes and Drainage Improvements
5) Knowles Dr.Ph. 2 Reconstruction to 3 Lanes and Roundabout at McLeroy
6) Knowles Dr. Ph. 3 Reconstruction to 3 Lanes and Drainage Improvements
7) Signal at Knowles & Bailey Boswell
8) W.J. Boaz at Old Decatur
9) Old Decatur Road North
10) E. McLeroy Blvd. Ph. 2 Reconstruction
11) W. McLeroy Blvd. Ph. 3 Reconstruction (4 Lane Divided Per MTP)
11A) W. McLeroy Blvd. Ph. 3 Reconstruction - (Urban Municipal Section)
12) W. McLeroy Blvd. Ph. 4 Reconstruction
13) Industrial Blvd. Reconstruction Phase 1
14) Industrial Blvd. Reconstruction Phase 2
15) Bailey Boswell to McLeroy North-South Collector
16) Railroad Quiet Zone Implementation
17) Heather Ridge Pkwy. Extension
18) E. McLeroy Blvd. (Western Center Extension)
S
City of Saginaw
City of Saginaw, Texas
2020 CIP Update
STREET CIP
Kimley»Horn
July 2020
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.


Knowles Drive Phasing
Kimley»Horn
FIRM REGISTRATION F-928
City of Saginaw
1 in = 1,250 feet
W BAILEY BOSWELL RD
PHASE 4
SIGNAL
PHASE 1
LIMITS MATCH OPCC
WJ BOAZ RD
PHASE 2
LIMITS MATCH OPCC
MCLEROY BLVD
PHASE 3
LIMITS MATCH OPCC
LONGHORN RD

City of Saginaw – 2020 CIP Update

WATER



SEWER



MTP



ROADS



DRAINAGE

