

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, July 20, 2021

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, July 6, 2021--Janice England, City Secretary

(b) Action regarding the findings and agreement for delinquent tax collection services with Linebarger, Goggan, Blair & Sampson, LLP and Resolution No. 2021-17 adopting a 20% collection fee--Kim Quin, Finance Director

- (c) Action Regarding a License Agreement with the Union Pacific Railroad for a 140 Volt Wireline Crossing--Rick Trice, P.E., Director of Public Works
- (5) Consideration and Action regarding Approval of a Final Plat for Grand at Saginaw, Lot 1, Block B, Beltmill being 9.840 Acres in the B. Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County, Texas--Rick Trice, P.E., Director of Public Works
- (6) Consideration and Action regarding Approval of a Final Plat for Beltmill Parkway and Millstone Road right-of-way--Rick Trice, P.E., Director of Public Works
- (7) Consideration and Action regarding a Development Agreement with HHS Residential regarding exterior masonry and neighborhood setback requirements, on land described as approximately 20.8587 acres of land, and described as Abstract 1849, Tarrant County, Texas, out of the Alexander F. Albright Survey being all of that certain tract of land conveyed to Lorin Boswell, Jr. Enterprises, LLC by deed thereof filed for record in Tarrant County Clerk's Instrument D211060065, Official Public Records, Tarrant County, Texas located east of Old Decatur Road and south of W. McLeroy Blvd.--Rick Trice, P.E., Director of Public Works
- (8) PUBLIC HEARING - Consideration and Action regarding Ordinance No. 2021-14, an Ordinance Amending Ordinance No. 2002-04, as amended, The Zoning Regulations of the City of Saginaw, Texas by amending Section 8-17 of Article 8 "Supplemental District Regulations"; and Section 12-2 of Article 12 "Definitions"; providing a deadline for compliance with the regulations set forth herein; amending the Definitions of Extended-Stay Hotel and Hotel/Motel--Rick Trice, P.E., Director of Public Works
- (9) PUBLIC HEARING – Consideration and Action regarding an Ordinance of the City of Saginaw, Texas, Amending Appendix A (Zoning) of the Code of Ordinances to Amend Section 7-2 Carport Overlay District; Providing that this Ordinance Shall Be Cumulative of All Ordinances; Providing a Severability Clause; Providing for a Savings Clause; Providing a Penalty Clause; Providing for Publication in the Official Newspaper; and Providing an Effective Date.(Ordinance No. 2021-16)--Rick Trice, P.E., Director of Public Works
- (10) Consideration and Action regarding approval of Ordinance No. 2021-15, authorizing the issuance and sale of the City of Saginaw, Texas General Obligation Bonds, Series 2021; levying an annual ad valorem tax and providing for the security for and payment of said bonds; approving the official statement; providing an effective date; and enacting other provisions

relating to the subject--Kim Quin, Finance Director

- (11)** Consideration and Action regarding Resolution No. 2021-18 authorizing an internal borrowing between the General Fund and the Capital Projects Fund for the completion of the Bailey Boswell Overpass project--Kim Quin, Finance Director

(12) Recess into Workshop

- (13)** FY2021/2022 Budget Workshop

(14) Reconvene Back into Regular Session

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

551.071. Texas Government Code.

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

- (a)** Any Posted Item

551.087 Texas Government Code.

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

- (a)** Building Improvement Grant Application--300 S. Belmont St.

(16) Adjournment--Todd Flippo, Mayor



City of Saginaw

Meeting Date: 7/20/2021

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, July 6, 2021

BACKGROUND/DISCUSSION:

The minutes of the July 6th City Council Meeting are presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 7-6-2021

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
JULY 6, 2021**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Charles Beasley
Councilmember	Nicky Lawson
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Engineer	Andrew Simonsen, P.E.
City Engineer	Abra Nusser, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Lee Howell
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Director of Comm. & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Management Analyst	Kevin Pantoja
Management Analyst	Susy Victor-Trevino
Police Officer	Brian Stewart

Absent from the meeting:

City Attorney	Bryn Meredith
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Visitors at the meeting:

Brack St. Clair	Kathryn Johnson
Kelly Stewart	Fred Stewart

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

In the absence of Pastor Michael Orr, Councilmember Copeland gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, June 15, 2021

b. Action regarding Appointment of Nicky Lawson to Crime Control and Prevention District Board of Directors

Summary: The members of the City Council serve as the Crime Control and Prevention District Board of Directors (CCPD). The purpose of this item is to take action to remove former Councilmember Farr from the CCPD and appoint Councilmember Lawson to the CCPD.

c. Action regarding Approval for DCC, Inc., through the Texas Purchasing Cooperative, BuyBoard—Contract 613-20, to perform repairs and re-plaster swimming pool damaged by the winter storm at the Aquatic Center in the amount of \$80,702.03

Summary: This item is for approval for DDC, Inc. to perform the needed repairs and re-plaster the swimming pool at the Aquatic Center that sustained significant damage during the winter storm. Bids are not required due to DCC, Inc. being part of the Texas Purchasing Cooperative, BuyBoard (Contract 613-20). The estimated cost of the work is \$80,702.03. This expenditure will be covered by the Winter Storm Insurance Claim Proceeds.

d. Action regarding Purchase of One (1) 2021 Chevrolet 2500 Pickup Truck for the Animal Services Department through the Texas Purchasing Cooperative, BuyBoard

Summary: Truck #505 is a 2005 Dodge ½ ton with a small V6 engine. It is time to replace the unit as it is using significant oil; engine has a rattling noise in the lower end; and the electronics have problems with connections and ground problems. The vehicle constantly has to be jumped off even after a new battery and running the truck. These issues are ongoing including the constant purchase of new batteries. The off-road daily use and railroad tracks have worn out many of the parts. The truck has over 106,000 miles on it. Replacement of this truck was recommended by Chief Mechanic Mayhue. The total financial impact will be \$38,840.50 by purchasing the truck through the Texas Purchasing Cooperative, BuyBoard. This expenditure will be covered using Fund Balance.

Mayor Flipppo stated that he received a request to consider Item 4c separately.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Items 4a, 4b, and 4d of the Consent Agenda as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

The Council then considered Item 4c (Action regarding Approval for DCC, Inc., through the Texas Purchasing Cooperative, BuyBoard—Contract 613-20, to perform repairs and re-plaster swimming pool damaged by the winter storm at the Aquatic Center in the amount of \$80,702.03). Ms. Kelly Stewart, 404 Mustang Dr., expressed her concern about the current condition of the pool. Director of Community Services and Recreation Rinehart explained the Aquatic Center sustained a significant amount of damage during the winter storm. He added that draining the pool would cause additional damage.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Beasley to approve Item 4c of the Consent Agenda as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(5) Consideration and Action regarding the Draft Vision Framework for the Comprehensive Plan Update

Ms. Abra Nusser of Kimley-Horn and Associates addressed the Council. She updated the Council on the progress of the Comprehensive Plan Update. She explained the proposed Draft Vision Framework as well as the next phases in the Comprehensive Plan Update. The consensus of the Council was to proceed with the Draft Vision Framework for the Comprehensive Plan Update as presented.

(6) Consideration and Action regarding Board Appointments: a. Advisory Recreation and Parks Board; b. Animal Shelter Advisory Committee; c. Board of Adjustments; d. Library Board; e. Planning and Zoning Commission

a. Advisory Recreation and Parks Board

Motion was made by Councilmember Lawson with a second by Councilmember Bighorse to accept the resignation of Travis Albritton, Place 7; to reappoint Charity DeVille to Place 1, reappoint Brandi Coble to Place 3, and Brack St. Clair to Place 5; to move Thomas Weaver from 1st Alternate to Place 7, and move Kathryn Johnson from 2nd Alternate to 1st Alternate; and appoint Wayne Giles to 2nd Alternate on the Advisory Recreation and Parks Board. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

b. Animal Shelter Advisory Committee

Motion was made Councilmember Copeland with a second by Councilmember Bighorse to reappoint Dr. Karen Metzler to Place 1; reappoint Ryan Jacobs to Place 3; reappoint Kristina Jenshak to 1st Alternate; appoint Breanna Farley to Place 5; and appoint Tammy Southard to 2nd Alternate on the Animal Shelter Advisory Committee. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

c. Board of Adjustment

Motion was made by Councilmember Lawson with a second by Councilmember Bighorse to reappoint Petina Powers to Place 1; reappoint Bethany Sanderson to Place 3; reappoint Derrick Thomas to Place 5; and reappoint Mike Colegrove to Alternate #1. on the Board of Adjustment. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

d. Library Board

Motion was made by Councilmember Lawson with a second by Councilmember Bighorse to reappoint Helen Trammel, Mary Nichols, Frances Poteet, Belinda Henson, Rick Russell, Frances Patty, and Jean King to the Library Board. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

e. Planning and Zoning Commission

Motion was made by Councilmember Bighorse with a second by Councilmember Copeland to reappoint William Barngrover to Place 2; reappoint Malinda Julien to Place 4; move Randy Villareal from 2nd Alternate to 1st Alternate; and appoint Brent Wooten to 2nd Alternate on the Planning and Zoning Commission. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(7) Adjournment

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

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of July 6, 2021 adjourned at 7:02 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 7/20/2021

Staff Contact: Kim Quin
Finance Director

Agenda Items: (4)(b)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

Action regarding the findings and agreement for delinquent tax collection services with Linebarger, Goggan, Blair & Sampson, LLP and Resolution No. 2021-17 adopting a 20% collection fee.

BACKGROUND/DISCUSSION:

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code;

After exercising its due diligence The City of Saginaw, Texas ("City") finds that:

1. There is substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Tx Collection Services;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the City does not have the funds to pay the estimated amounts required under a contract for the payment of hourly fees;
4. Linebarger, Goggan, Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger, Goggan, Blair & Sampson, LLP has provided these specialized legal services to the many nearby municipalities for the past 39 years and the entities have been well satisfied with the quality and outcome of the legal services provided.
6. The contract with Linebarger, Goggan, Blair & Sampson, LLP is the result of an arm's length transaction between the City and Linebarger, Goggan, Blair & Sampson, LLP and is fair and reasonable.

Linebarger, Goggan, Blair & Sampson, LLP has collected the City of Saginaw's delinquent court fines and fees since 2016 and collects delinquent taxes for Tarrant County and many other cities in the area.

FINANCIAL IMPACT:

There is an anticipated higher collection rate for delinquent taxes. The collection fee is paid by the delinquent

tax payer and there will be no cost to the City.

RECOMMENDATION:

Approve the findings, the agreement for delinquent tax collection services with Linebarger, Goggan, Blair & Sampson, LLP and Resolution No. 2021-17 adopting a 20% collection fee.

ATTACHMENTS:

Description

Public Notice

Resolution Delinquent Properties Tax Collection

Delinquent Property Tax Collection Agreement

NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of the City of Saginaw, Texas ("City"), will be held on July 20, 2021 at 6:00 p.m. for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect delinquent property taxes and authorizing the execution of such agreement.

The agreement to be considered is necessary for the delinquent taxes owed to the City to be collected in the most effective manner. The City desires that such delinquent tax, penalties and interest be collected as provided in the Texas Tax Code.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest delinquent tax collection law firm in the State of Texas, as well as the United States and having been engaged in this specialized legal service for more than 40 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as a dedicated ad valorem tax case management system, call center staff, and other tools that the City does not currently possess.

Linebarger Goggan Blair & Sampson, LLP has not represented previously represented City. The law firm has represented many nearby municipalities for 39 years with competence and professionalism, in the collection of delinquent property taxes. The law firm has also worked with the City for the past five years providing other legal counsel and collection services.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in-house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis as provided in the Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48. These Texas Tax Code sections specifically provide for an additional penalty on delinquent taxes to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City.

Entering into the proposed agreement is in the best interests of the residents of the City because the delinquent taxes will be professionally and competently collected without the additional costs to the City of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

RESOLUTION NO. 2021-17

**A RESOLUTION OF THE CITY OF SAGINAW, TEXAS, AUTHORIZING
THE IMPOSITION OF A 20% PENALTY FOR COLLECTION COSTS ON
DELINQUENT TAXES FOR TAX YEAR 2021 AND SUBSEQUENT
YEARS.**

WHEREAS, Section 6.30 of the Texas Tax Code, as amended, authorizes the City of Saginaw to provide for compensating an attorney up to 20% of the delinquent tax, penalty, and interest collected by the attorney;

WHEREAS, Sections 33.07, 33.08, and 33.11 of the Texas Tax Code, as amended, authorize the City of Saginaw to impose additional penalties secured by a tax lien to defray the cost of collection, not to exceed the amount of the compensation specified in the contract with an attorney pursuant to section 6.30 of the Texas Tax Code;

WHEREAS, the City of Saginaw has contracted with Linebarger Goggan Blair & Sampson, LLP ("Linebarger") to collect its delinquent taxes pursuant to section 6.30 of the Texas Tax Code, as amended;

WHEREAS, the contract provides that Linebarger's compensation shall be comprised of section 33.07 penalties, section 33.08 penalties, section 33.11 penalties and section 33.48 attorney fees awarded to and collected by Linebarger, pursuant to each statute of the Texas Tax Code;

WHEREAS, the City of Saginaw has agreed in the contract to impose section 33.07, section 33.08, and section 33.11 penalties of 20% to offset the cost of delinquent tax collection efforts. Notwithstanding any other provision of this resolution, it is not intended to and it should not be construed so as to impose an additional penalty under Section 33.07 of the Texas Tax Code on any delinquent tangible personal property taxes that Section 33.11 of the Texas Tax Code forbids its application.

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

Section 1. The matters and facts related in the preamble of this order are hereby found and determined to be true and correct.

Section 2. In connection with 2021 taxes that become delinquent before June 1, 2022, and subsequent years' taxes, the City of Saginaw hereby affirmatively imposes an additional 20% penalty pursuant to Tex. Tax Code § 33.07, 33.08, and 33.11.

Section 5. The Tarrant County Tax Assessor-Collector is authorized to mail notice of the delinquency and of the penalty to each property owner in accordance with Tex. Tax Code sections 33.07, 33.08, and 33.11.

PASSED, APPROVED, AND ADOPTED this 20th day of July 2021.

ATTEST/SEAL:

City of Saginaw, Texas

By: _____
Janice England, City Secretary

By: _____
Todd Flippo, Mayor

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and the City of Saginaw, Texas (hereinafter referred to as the "Client").

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this Agreement, as hereinafter provided. The Firm shall also provide additional support and assistance to the Client in regards to collection of owed property taxes, including but not limited to the following:

- (a) delinquent tax reports and updates based on data provided by the Tarrant County Tax Office as well as that processed by the Firm;
- (b) advice to the Client on legal issues that arise in the process of collection of owed property taxes including all applicable new legislation for current and delinquent tax collections; and
- (c) such additional services as Client officials may deem necessary to expedite the collection of delinquent taxes.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

- (a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;
- (b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);
- (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;
- (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3 *Compensation*

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) fifteen (15%) percent of the amount of all 2020 and prior year taxes, penalty and interest subject to the terms of this Agreement as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this Agreement, as and when collected; and

(b) twenty (20%) percent of the amount of all 2021 and subsequent year taxes, penalty and interest subject to the terms of this Agreement as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this Agreement, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4 *Intellectual Property Rights*

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 *Costs*

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment.

Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This Agreement shall be effective for five years ("Initial Term") beginning on August 1, 2021 (The "Effective Date") and shall expire on July 31, 2024 (the "Expiration Date") unless extended as hereinafter provided.

6.02 The Client, in its sole discretion, has the option to renew this Agreement for up to two (2) three-year renewal periods (each a "Renewal Term") by notifying the Firm, in writing, prior to the Expiration Date of the Initial Term and the first Renewal Term.

6.03 Unless prior to 60 days before the Expiration Date of the Initial Term or a Renewal Term, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one-year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.04 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory for any reason, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have thirty (30) days from the date of the notice to cure any such deficiencies. If at the conclusion of that thirty-day remedial period, the Client remains unsatisfied with the Firm's performance for any reason, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.05 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.06 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7

Miscellaneous

7.01 Assignment and Subcontracting. This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. This Agreement shall be governed by the laws of the state of Texas. The parties hereby submit to the exclusive jurisdiction and venue of Tarrant County, Texas, state and federal courts with respect to any action between the parties relating to this Agreement.

7.03 Integration. This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Taxing Entities. The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.05 Retention of Files. The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five years from the date of issuance of a warrant.

Litigation files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

7.06. Compliance with Tx. Govt. Code §2270.002. In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement

is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

City of Saginaw, Texas

**Linebarger Goggan Blair
& Sampson, LLP**

By: _____
Todd Flippo, Mayor

By: _____
Barbara M. Williams, Managing Partner

Date: _____

Date: _____

ATTEST:



City of Saginaw

Meeting Date: 7/20/2021

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

Agenda Items: (4)(c)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action Regarding a License Agreement with the Union Pacific Railroad for a 140 Volt Wireline Crossing

BACKGROUND/DISCUSSION:

During the construction of the Bailey Boswell Overpass it has been determined that a 140 volt electrical service is needed across the Union Pacific Railroad right-of-way. The electrical service will provide electrical service for the bridge lighting.

The license does not have an associated fee but does require that the City maintain perpetual insurance coverage stipulated in the document.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that City Council authorize the License Agreement with UPRR for the 140 volt wireline crossing.

ATTACHMENTS:

Description

UPRR 140 Volt Wireline Crossing License

UPRR Insurance Certificate



July 7, 2021
Folder: 03279-26

RICK TRICE
CITY OF SAGINAW
205 BRENDA LANE
SAGINAW, TX 76179

RE: Proposed Construction of One (1) Overhead Fiber Optic Wireline Crossing at Mile Post 602.64 on the Duncan Subdivision at or near Saginaw, Tarrant County, Texas

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed package with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Craig Benson.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at COBENSON@up.com.

Sincerely,

Craig Benson
Mgr II Real Estate Contracts - Real Estate

WIRELINE CROSSING AGREEMENT

Mile Post: 602.64, Duncan Subdivision
Location: Saginaw, Tarrant County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of July 7, 2021, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SAGINAW**, to be addressed at 205 Brenda Lane, Saginaw, Texas 76179 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) overhead fiber optic wireline crossing only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Saginaw, Tarrant County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated July 2, 2021, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) overhead fiber optic wireline crossing, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 3. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 4. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 5. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 6. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 7. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 8. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 9. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 10. NOTICES.

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (03279-26)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF SAGINAW
205 Brenda Lane
Saginaw, Texas 76179

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

UNION PACIFIC RAILROAD COMPANY

CITY OF SAGINAW

By: _____

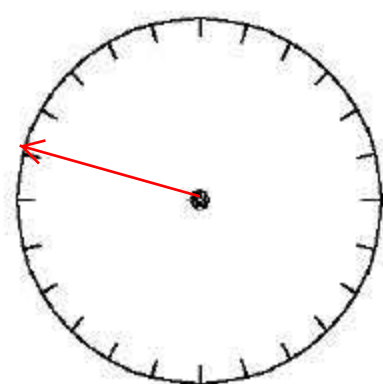
By: _____

Craig Benson
Mgr II Real Estate Contracts

Name Printed: _____

Title: _____

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



OVERHEAD WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-D

REV 10-26-2007

www.uprr.com

NO SCALE

(OR LEGAL SURVEY LINE, WHERE APPLICABLE)
____ LINE SECTION _____, TOWNSHIP _____, RANGE _____, _____ MERIDIAN

RR'S R/W

RR MILEPOST # _____

FT. FT. FT. FT.

TO (NEAREST R.R. TOWN)

Q MAIN TRACK

(DESCRIBE FIXED OBJECT)

(DISTANCE ALONG TRACK FROM SECTION LINE CROSSING)
(NOTE: THIS DIMENSION REQUIRED IN ALL CASES.
AT LOCATIONS NOT USING SECTIONS, DISTANCE
TO A LEGAL SURVEY LINE IS REQUIRED)

Q WIRE LINE CROSSING

(ANGLE OF CROSSING)

(DESCRIBE FIXED OBJECT)

RR'S R/W

SHOW PLACEMENT OF GUY ANCHORS

FT. (MIN. 4')

FT. (SEE NOTE 2)

RR SIGNAL & COMM. LINE

ROADBED

SUBGRADE

GROUND SURFACE

RR'S R/W

FT. (MIN. 50')

FT. (MIN. 50')

NOTES :

SEE WIRELINE INSTALLATION ENGINEERING SPECIFICATIONS

- A) TYPE WIRELINE CROSSING: _____
- B) VOLTAGE TO BE CARRIED _____ NO. OF WIRES _____
- C) CURRENT TO BE CARRIED _____
- D) WIRELINE WILL PASS _____ UPRR COMMUNICATION OR SIGNAL LINE?
WHAT IS THE MINIMUM CLEARANCE BETWEEN WIRES? _____ FEET.
- E) WILL ANY ATTACHMENTS BE MADE TO ANY EXISTING POLES? _____
- F) WILL ANY ATTACHMENTS BE MADE TO RAILROAD'S POLES? _____
- G) WHAT TYPE OF FACILITY WILL LINE BE SERVING? _____
- H) APPLICANT HAS CONTACTED 1-800-336-9193,
U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER
OPTIC CABLE _____ EXIST IN VICINITY OF WORK TO BE PERFORMED.
TICKET NO. _____

EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

(SUBDIVISION)

M. P. _____ E. S. _____

OVERHEAD WIRELINE CROSSING

(NEAREST RR STATION) (COUNTY) (STATE)

FOR _____
(APPLICANT)

RR FILE NO. _____ DATE _____

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS
DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

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

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at

Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensors has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensors's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensors's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensors shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensors will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensors, including but not limited to flagging, Licensors shall bill Licensee for such expenses incurred by Licensors, unless Licensors and a federal, state, or local governmental entity have agreed that Licensors is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensors and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensors performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by

agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

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

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon

property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS

NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at [this link](#), for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities.

For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

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

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

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

D. Railroad Protective Liability Insurance. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a

substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

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

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

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

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

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

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



Certificate of Coverage

TMLIRP Contract Number:	4127
Member: Saginaw Mr. Dolph Johnson Asst City Mgr/Fin Dir PO Box 79070 Saginaw, Texas 76179-9070	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404

Certificate Holder:
Union Pacific Railroad Company, a Delaware Corporation
1400 Douglas St, Stop 1690
Omaha, NE 68179-1690

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s).

Coverage is continuous until canceled.

General Liability Effective Date: 10/1/2020 Anniversary Date: 10/1/2021 Limits of Liability (Each Occurrence): \$1,000,000 Sudden Events Involving Pollution (Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$0	Real & Personal Property Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____																																	
Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Mobile Equipment Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____																																	
Errors and Omissions Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Boiler & Machinery - Broad Form Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____																																	
Auto Liability Effective Date: 10/1/2020 Anniversary Date: 10/1/2021 Limits of Liability (Each Occurrence): \$500,000 Deductible per Occurrence: \$0	<table border="1"> <thead> <tr> <th>Year/Make/Model</th> <th>VIN</th> <th>Value</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Year/Make/Model	VIN	Value																														
Year/Make/Model	VIN	Value																																
Auto Physical Damage Effective Date: _____ Anniversary Date: _____ Limits of Liability: _____ Collision Deductible: _____ Comprehensive Deductible: _____	<table border="1"> <thead> <tr> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Yes	No																															
Yes	No																																	
Loss Payee: _____	Loan Number: _____																																	

DESCRIPTION:
Evidence of coverage for One (1) Overhead Fiber Optic Wireline Crossing at Mile Post 602.64 on the Duncan Subdivision at or near Saginaw, Tarrant County, Texas. Union Pacific Railroad Company Property. Folder: 03279-26. Wireline Crossing: 051918. Waiver of Subrogation applies as required by contract. Pollution Liability included.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Dee Angela Davis

Date Issued:

7/9/2021



Certificate of Coverage

TMLIRP Contract Number:	4127
Member: Saginaw Ms. Melanie McManus HR Manager PO Box 79070 Saginaw, Texas 76179-9070	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
Certificate Holder: Union Pacific Railroad Company, a Delaware Corporation 1400 Douglas St, Stop 1690 Omaha, NE 68179-1690	
This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.	
Workers' Compensation Effective Date: <u>10/1/2020</u> Anniversary Date: <u>10/1/2021</u> Limits of Liability: <u>Statutory</u>	
DESCRIPTION: Evidence of Coverage	

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Dee Angela Davis

Date Issued:

7/9/2021

EMPLOYERS' LIABILITY

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

WORKERS' COMPENSATION

Member Name : Saginaw
Member ID : 4127
Effective Date : 10/01/2020

While the Fund does not believe that governmental entities can be held liable for exemplary or punitive damages in a work-related death case and by this endorsement does not waive any defense of governmental immunity to be so asserted; the Fund does agree to defend the Member against such claims and should the highest Court in this state decide that governmental entities such as the employer-member are liable for exemplary or punitive damages in a work-related death case, the Fund will pay all monetary damages the Member shall become legally obligated to pay, but not to exceed :

\$ 1,000,000



City of Saginaw

Meeting Date: 7/20/2021

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

Agenda Items: (5)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action regarding Approval of a Final Plat for Grand at Saginaw, Lot 1, Block B, Beltnill being 9.840 Acres in the B. Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County, Texas

BACKGROUND/DISCUSSION:

On April 20, 2021, the City Council approved a Preliminary Plat for Beltnill Blocks A-L. Beltnill is general located North of Bailey Boswell Road, East of Bus. 287, and West of Wagley Robertson Road.

The developer has submitted a Final Plat for the Grand at Saginaw, Lot 1, Block B, Beltnill consisting of 9.840 acres of land.

The developer previously submitted a site plan for a multi-family development that was approved by City Council on April 20, 2021.

The Planning and Zoning Commission considered the Final Plat at its July 13, 2021 meeting and unanimously recommended approval.

FINANCIAL IMPACT:

N.A.

RECOMMENDATION:

It is recommended that the Final Plat for Grand at Saginaw, Lot 1, Block B, Beltnill be approved as submitted.

ATTACHMENTS:

Description

P&Z Packet 7-13-21

P&Z Minutes 7-13-21

**CITY OF SAGINAW PLANNING AND ZONING COMMISSION
NOTICE OF REGULAR MEETING AND PUBLIC HEARING**

**Saginaw City Hall
333 West McLeroy Boulevard
Tuesday, July 13, 2021**

**THE PLANNING AND ZONING COMMISSION MEETING WILL BE CONDUCTED IMMEDIATELY
FOLLOWING THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE MEETING THAT
BEGINS AT 6:00 P. M.**

- | | | |
|-----|---|--|
| (1) | Call To Order | Chairman Lewis |
| (2) | Roll Call To Establish Quorum | Chairman Lewis |
| (3) | Audience Participation | Chairman Lewis |
| (4) | Approval of Minutes
Regular Meeting and On June 8, 2021 | Chairman Lewis |
| (5) | PZ 0721-02
Consideration And Action Regarding Approval Of A Final Plat For
Beltmill Parkway And Millstone Road Right-Of-Way | Darren Andrews |
| (6) | PZ 0721-01
Consideration And Action Regarding Approval Of A Final Plat For The
Grand At Saginaw, Lot 1, Block B, Beltmill, Being 9.840 Acres In The B.
Thomas Survey, Abstract No. 1497, City Of Saginaw | Darren Andrews |
| (7) | PZ 0721-03 PUBLIC HEARING
Consideration And Action Regarding An Amendment To The Zoning
Ordinance (No. 2002-04), Amending Section 8-17 Of Article 8
"Supplemental District Regulations"; And Section 12-2 Of Article 12
"Definitions"; Providing A Deadline Compliance With The Regulations
Set Forth Herein, Amending The Definitions Of Extended-Stay Hotel And
Hotel/Motel | Rick Trice, P. E.
Public Works Director |
| (8) | PZ 0721-04 PUBLIC HEARING
Consideration And Action Regarding And Amendment To The Zoning
Ordinance (No. 2002-04), Amending Section 7-2, Carport Overlay District | Rick Trice, P. E.
Public Works Director |
| (9) | Staff Report
A. Discussion of Residential, Commercial and Industrial, and City Projects
B. Update Commission of City Council Action on Previous Cases | Rick Trice, P. E.
Public Works Director |

(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

(11) Adjournment

Chairman Lewis

DATE POSTED: _____ TIME: _____ BY: _____

DATE RETRIEVED: _____ TIME: _____ BY: _____

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

PLANNING AND ZONING COMMISSION

Kenneth Haney Vice Chairman	Place No. 1	Term Expires May 2022
William Barngrover	Place No. 2	Term Expires May 2023
Matthew Lewis Chairman	Place No. 3	Term Expires May 2022
Malinda Julien	Place No. 4	Term Expires May 2023
Jason LaBruyere	Place No. 5	Term Expires May 2022
Randy Villarreal	1 st Alternate	Term Expires May 2023
Brent Wooten	2 nd Alternate	Term Expires May 2022

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

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

Audience Participation

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

**MINUTES OF A REGULAR MEETING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCCLEROY BOULEVARD
JUNE 8, 2021**

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Member	Place No. 4	Malinda Julien
Alternate Member	Alt. No. 2	Randy Villarreal
Director Public Works		Rick Trice
City Attorney		Lindsey Hale
Fire Chief		Doug Spears
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 5	Jason LaBruyere
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Marilyn Tolbert	Jill Stanford
Dan Tolbert	Aubrey Miller
Linda Adams	Annie Geer
Debbie Johnson	Josh Geer
Jennifer Casey	Carmen Drake
William Golaz	Allen Raff
Elizabeth Harland	Charles Adams
Jon Julien	Mary Ann Bone
Cindy Gutierrez	Steve Bone
Starlyn Smith	Trey Gordon
Carrie Daniels	Karen Fruhwate
Sarena Smith	Steven Bailey
Patrick Farr	Tricia Bailey
Paul Felegy	Mayson Meier
Kate Pendleton	Jerry Sylo
David Solled	Amberligh Noewl
Susan Bentley	Randall Miner
Charles Adams	

(1) Call to Order

Chairman Lewis called the meeting to order at 6:03 p.m.

(2) Roll Call to Establish Quorum

Chairman Lewis called roll. The quorum will consist of Chairman Lewis, Vice Chairman Haney, Members Barngrover, Julien, 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 May 11, 2021 were presented for approval. A motion was made by Member Barngrover with a second by Alternate Member Villarreal to approve the minutes for May 11, 2021 as presented. Motion carried unanimously.

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

Against: None

Absent Member LaBruyere, Alternate Member Peet

(5) PZ 0521-01 PUBLIC HEARING

Consideration And Action Regarding A Request For Approval To Amend The Comprehensive Plan And To Change The Zoning From Neighborhood Commercial (NC) and Multifamily (MF1) To A Planned Development (PD) With Single Family Uses For Land Described As Approximately 20.8587 Acres Of Land Out Of Abstract 1849, A. F. Albright Survey, Located South Of West McLeroy Boulevard And West Of Woodcrest Drive

Chairman Lewis reminded members that this is an item that was tabled at the May 11, 2021 meeting.

DPW Trice reviewed the information included in the members' packets and advised the members that the developer had met with members of the neighborhood at the recreation center on May 19, 2021. He said the developer has submitted a revised plan to accommodate some of the concerns.

Jerry Sylo, with JBI Partners a representative for the developer, showed a power point presentation and explained the differences in the current proposal and the previous plan that was presented at last month's meeting.

Trey Gordon, 5105 Cuesta Lane, Benbrook, Tx, 76126 advised that he was present as a representative for the Boswell family who owns the property at this time. He talked briefly about the Boswell family's connection with the City of Saginaw. He said the property owners had received several offers for the property but this plan is more desirable than the current zoning of Multifamily and Neighborhood Commercial.

Patrick Farr, 213 Dominion Ct, spoke in favor of the project and advised that his residence is within 1500 feet of this development.

Paul Felegy, 1108 Springhill Drive, Linda and Charles Adams, 513 Fox Drive, Carmen Drake, 1070 Springhill Drive, Randall Miner, 1008 Springhill Drive, Susan Bentley, 128 Roberts, Allen Raff, 333 Lottie Lane, and Joshua Geer, 649 Creek Point Drive, spoke to the members in opposition of this item. They voiced many of the same concerns as the ones mentioned at last month's meeting.

Jerry Sylo addressed the concerns and answered questions.

Chairman Lewis reminded the members that the only item for the members to decide is the recommendation on zoning at this meeting.

A motion was made by Member Haney with a second by Alternate Member Villarreal to recommend that the city council deny the request to change the zoning on property located south of West McLeroy Boulevard, and west of Woodcrest Drive, 20.857 acres out of Abstract 1849, A. F. Albright Survey. Motion carried.

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

Against: Chairman Lewis, Member Julien

Absent: Member LaBruyere, Alternate Members Peet,

(6) 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.

(7) EXECUTIVE SESSION

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

a. Any Posted Item

No executive session was held

(8) Adjournment

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

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

Against: None

Absent Member LaBruyere, Alternate Member Peet

Chairman Lewis declared the meeting of June 8, 2021 closed at 7:30 p.m.

APPROVED:

Matthew Lewis, Chairman

ATTEST:

Mary Ragle, Recording Secretary



City of Saginaw

DATE: July 13, 2021

205 Brenda Lane
P. O. Box 79070
Saginaw, Texas 76179
817-230-0500
Fax 817-232-9868
www.ci.saginaw.tx.us

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 Final Plat for Beltmill Parkway and Millstone Road right-of-way.

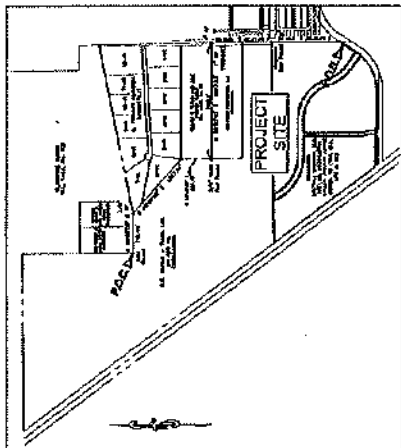
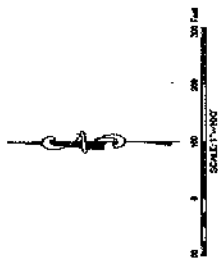
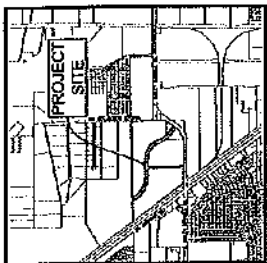
BACKGROUND/DISCUSSION:

On April 20, 2021, the City Council approved a Preliminary Plat for Beltmill Blocks A-L. Beltmill is general located North of Bailey Boswell Road, East of Bus. 287, and West of Wagley Robertson Road.

The developer has submitted a Final Plat for the dedication 9.112 acres of land for the Beltmill Parkway and Millstone Road right-of-ways. The right-of-way dedication allows the developer to begin the construction of the roadways.

In addition to the right-of-way, the developer is submitting offsite instruments for dedication of offsite easements as necessary to provide utilities and drainage as part of the initial construction.

If you have any questions, please let me know.



FINAL PLAT **BELTMILL BOULEVARD &** **MILLSTONE ROAD RIGHT-OF-WAY**

9.172 Acres
 In the
 B. THOMAS SURVEY, ABSTRACT NO. 1407
 CITY OF SAGINAW
 TARRANT COUNTY, TEXAS

1/2

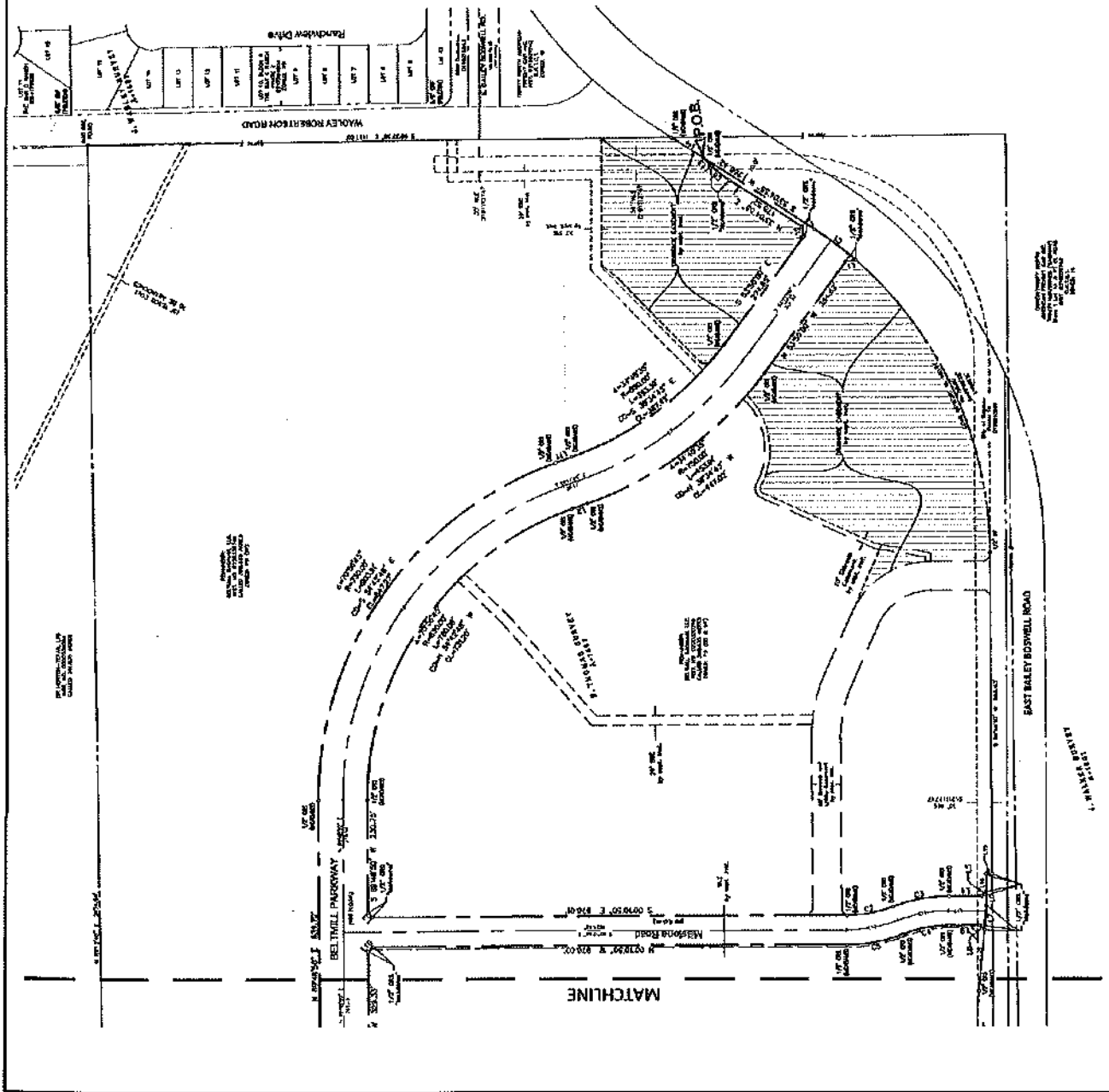


MCADAMS

Survey No. 02 DATE 07/27/2017 SCALE 1"=100' JOB No. 200321016

COUNTY CLERK
 SAGINAW COUNTY, TEXAS
 PUBLIC RECORDS SECTION
 1000 N. W. 10th Street
 CHAMBERLAIN, TEXAS 75824

- LEGEND**
- EXISTING RIGHT-OF-WAY
 - EXISTING EASEMENTS
 - EXISTING LOT LINES
 - EXISTING ROAD RIGHT-OF-WAY
 - EXISTING UTILITY LOCATIONS
 - EXISTING FENCE LOCATIONS
 - EXISTING BUILDING FOOTPRINTS
 - EXISTING SURVEY MONUMENTS





City of Saginaw

DATE: July 13, 2021

205 Brenda Lane
P. O. Box 79070
Saginaw, Texas 76179
817-230-0500
Fax 817-232-9868
www.ci.saginaw.tx.us

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 Final Plat for Grand at Saginaw, Lot 1, Block B, Beltmill being 9.840 Acres in the B. Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County, Texas.

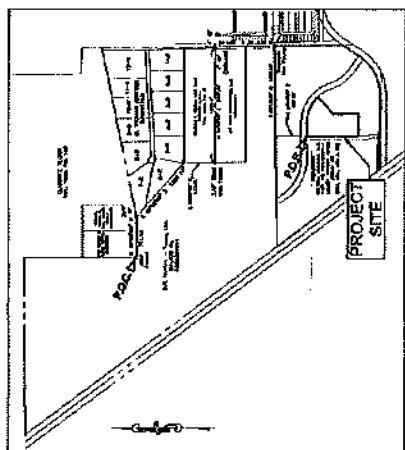
BACKGROUND/DISCUSSION:

On April 20, 2021, the City Council approved a Preliminary Plat for Beltmill Blocks A-L. Beltmill is general located North of Bailey Boswell Road, East of Bus. 287, and West of Wagley Robertson Road.

The developer has submitted a Final Plat for the Grand at Saginaw, Lot 1, Block B, Beltmill consisting of 9.840 acres of land.

The developer previously submitted a site plan for a multi-family development that was approved by City Council on April 20, 2021.

If you have any questions, please let me know.



FINAL PLAT
GRAND AT SAGINAW
LOT 1, BLOCK B, BELTMILL
8.840 Acres
In the
A. THOMAS SURVEY, ABSTRACT NO. 1487
CITY OF SAGINAW
TARRANT COUNTY, TEXAS



112

THE JOHN R. HEDGECOCK COMPANY, INC.
111 Maple Drive
Lawrence, Texas 75057
937-238-8752

**221 Camp Wood Drive
Lawrence, Texas 75057
937-238-1722**

**1901 FM 1974, P.O. Box 199999
Lawrence, Texas 75057**

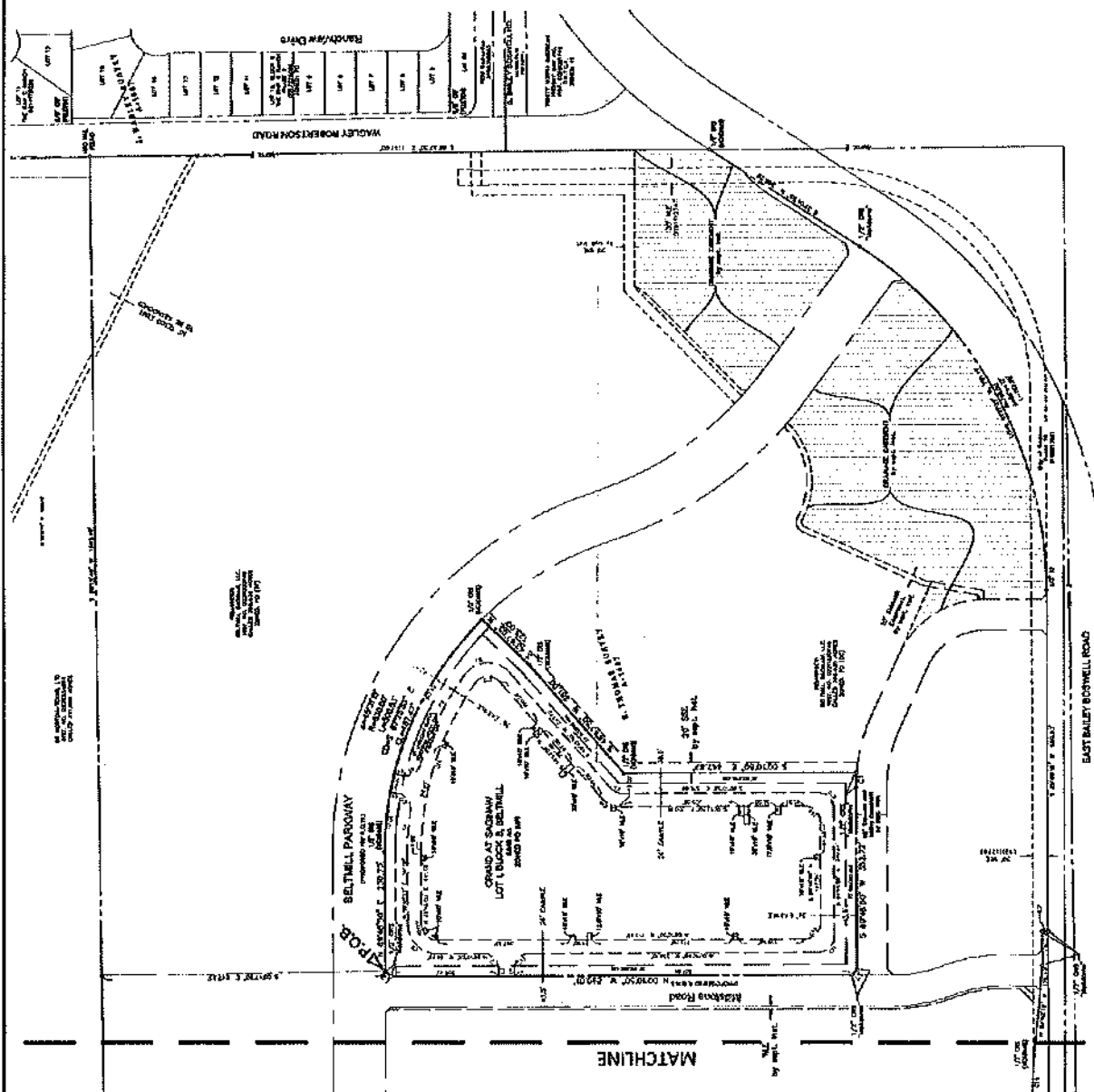
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 DATE: 6/29/2025 TIME: 11:00 AM
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EW	-
EL	-
MC	-
LA	-
SE	-

L E G I S L A T O R

	-	PORT OF BOSTON
	-	INDUS. FOUN.
	-	CHURCH & STATE SET
	-	CHURCH & STATE FOUN.
	-	CHURCH LANE
	-	UTILITY COMPANY
	-	ENERGETIC PEOPLE
	-	HARTFORD NEWS CURRENT



[illegible]

FINAL PLAT
GRAND AT SAGINAW
LOT 1, BLOCK B, BELTMILL
9.840 Acres
in the
B. THOMAS SURVEY, ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS



MCDAMS

The John R. McDermott
Company, Inc.
111 Indiana Drive
Cincinnati, Ohio 45202
513-485-8712
201 Clancy View Drive
Akron, Ohio 44316
440-241-4171
800-491-7464
www.jrmcc.com

DRUM SET DATE 9/30/2021 SCALE 1"-100' APP. No. 2020319 2085 VLWC

CONCRETE CONCRETE
ELECTRIC MACHINERY, LTD.
3000 LAKELAND ROAD
ST. MARYS, TEXAS 77658
PH. 409-734-7344
Contact Don Allen

City of Fort Worth (Applicant)

City of Singapore (Applicant)

BELTMILL PARKWAY

MATCHLINE

SUBJECT: ELTON JOHN & D.C.
MAY - THE DISCO
COLUMBIA RECORDS
RECORDING FOR A CD

F-30278 * 17416
 FORT WORTH AND DENVER RAILROAD COMPANY
 VOL. 205, PG. 285
 D.R.T.C. 1
 CHICAGO ROCK ISLAND AND TEXAS
 VOL. 87, PG. 285
 VOL. 97, PG. 108
 VOL. 94, PG. 116
 M. MONAHAN BOULEVARD
 (BUSINESS 137)

Case	Index	Year	Age	Sex	Site	Pathologic	Survival
1	10000	1970	50	M	Rectum	Adenocarcinoma	10 years
2	10001	1971	55	F	Rectum	Adenocarcinoma	10 years
3	10002	1972	60	M	Rectum	Adenocarcinoma	10 years
4	10003	1973	65	F	Rectum	Adenocarcinoma	10 years
5	10004	1974	70	M	Rectum	Adenocarcinoma	10 years
6	10005	1975	75	F	Rectum	Adenocarcinoma	10 years
7	10006	1976	80	M	Rectum	Adenocarcinoma	10 years
8	10007	1977	85	F	Rectum	Adenocarcinoma	10 years
9	10008	1978	90	M	Rectum	Adenocarcinoma	10 years
10	10009	1979	95	F	Rectum	Adenocarcinoma	10 years
11	10010	1980	100	M	Rectum	Adenocarcinoma	10 years
12	10011	1981	105	F	Rectum	Adenocarcinoma	10 years
13	10012	1982	110	M	Rectum	Adenocarcinoma	10 years
14	10013	1983	115	F	Rectum	Adenocarcinoma	10 years
15	10014	1984	120	M	Rectum	Adenocarcinoma	10 years
16	10015	1985	125	F	Rectum	Adenocarcinoma	10 years
17	10016	1986	130	M	Rectum	Adenocarcinoma	10 years
18	10017	1987	135	F	Rectum	Adenocarcinoma	10 years
19	10018	1988	140	M	Rectum	Adenocarcinoma	10 years
20	10019	1989	145	F	Rectum	Adenocarcinoma	10 years
21	10020	1990	150	M	Rectum	Adenocarcinoma	10 years
22	10021	1991	155	F	Rectum	Adenocarcinoma	10 years
23	10022	1992	160	M	Rectum	Adenocarcinoma	10 years
24	10023	1993	165	F	Rectum	Adenocarcinoma	10 years
25	10024	1994	170	M	Rectum	Adenocarcinoma	10 years
26	10025	1995	175	F	Rectum	Adenocarcinoma	10 years
27	10026	1996	180	M	Rectum	Adenocarcinoma	10 years
28	10027	1997	185	F	Rectum	Adenocarcinoma	10 years
29	10028	1998	190	M	Rectum	Adenocarcinoma	10 years
30	10029	1999	195	F	Rectum	Adenocarcinoma	10 years
31	10030	2000	200	M	Rectum	Adenocarcinoma	10 years
32	10031	2001	205	F	Rectum	Adenocarcinoma	10 years
33	10032	2002	210	M	Rectum	Adenocarcinoma	10 years
34	10033	2003	215	F	Rectum	Adenocarcinoma	10 years
35	10034	2004	220	M	Rectum	Adenocarcinoma	10 years
36	10035	2005	225	F	Rectum	Adenocarcinoma	10 years
37	10036	2006	230	M	Rectum	Adenocarcinoma	10 years
38	10037	2007	235	F	Rectum	Adenocarcinoma	10 years
39	10038	2008	240	M	Rectum	Adenocarcinoma	10 years
40	10039	2009	245	F	Rectum	Adenocarcinoma	10 years
41	10040	2010	250	M	Rectum	Adenocarcinoma	10 years
42	10041	2011	255	F	Rectum	Adenocarcinoma	10 years
43	10042	2012	260	M	Rectum	Adenocarcinoma	10 years
44	10043	2013	265	F	Rectum	Adenocarcinoma	10 years
45	10044	2014	270	M	Rectum	Adenocarcinoma	10 years
46	10045	2015	275	F	Rectum	Adenocarcinoma	10 years
47	10046	2016	280	M	Rectum	Adenocarcinoma	10 years
48	10047	2017	285	F	Rectum	Adenocarcinoma	10 years
49	10048	2018	290	M	Rectum	Adenocarcinoma	10 years
50	10049	2019	295	F	Rectum	Adenocarcinoma	10 years

TABLE 1		LIFE TABLE	
Age	Survival	Deaths	Life expectancy
1	100	0	100
2	90	10	90
3	80	20	80
4	70	30	70
5	60	40	60
6	50	50	50
7	40	60	40
8	30	70	30
9	20	80	20
10	10	90	10
11	0	100	0

1982) / *Journal of*



City of Saginaw

DATE: July 13, 2021

205 Brenda Lane
P. O. Box 79070
Saginaw, Texas 76179
817-230-0500
Fax 817-232-9868
www.ci.saginaw.tx.us

TO: Chairman and Members of the Planning and Zoning Commission

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

SUBJECT: Consideration and Action Regarding Ordinance No. 2021-14, and Ordinance Amending Ordinance No. 2002-04, as amended, The Zoning Regulations of the City of Saginaw, Texas by amending Section 8-17 of Article 8 "Supplemental District Regulations"; and Section 12-2 of Article 12 "Definitions"; providing a deadline compliance with the regulations set forth herein; amending the Definitions of Extended-Stay Hotel and Hotel/Motel

Background

The City of Saginaw, Texas is requesting a change in zoning regulations, amending Ordinance 2002-04. Ordinance No. 2021-14 proposes several updates on the existing zoning regulations presented in Ordinance No. 2002-04, in order to help prevent hotels, motels, and extended-stays from virtually becoming apartment complexes.

Some key proposals include further defining code enforcement official, consecutive stay, hotel, motel, extended-stay hotel/motel, and other concepts to better eliminate any misleading language previously presented in the ordinance. Other changes include expanding the requirements and restrictions pertaining to the maintenance of written and electronic records, rental agreements, guest information, and vehicle registrations. All records must be maintained for a minimum of one hundred and eighty (180) days after check out and must be available upon the request of any City Enforcement Official during normal business hours, per the proposed ordinance.

Other new standards put into place include: cleaning, inspections, security, video-surveillance systems, and having a bona fide employee present at all times to assist any City Enforcement Officer when needed. Notably, the proposal further details length of stay requirements and restrictions. For hotels and motels, no guest shall occupy any room for more than thirty (30) consecutive days, nor more than sixty (60) total days during a one hundred and eighty (180) day period. In addition, a two-week (14-day) vacancy is required during any thirty (30) day consecutive stay period, before beginning any new rental agreement with said hotel or motel. Extended-stay hotels/motels will require any guest who have resided for more than one hundred and eighty (180) consecutive days at an extended stay hotel/motel to undergo at least a ninety

(90) day vacancy in between stays before beginning any new rental agreement with said hotel or motel.

Overall, the proposed changes will not only assist in limiting apartment-like trends from occurring in hotels, motels, and extended-stay hotels/motels, but also expand the City's ability to better handle the public nuisance abatement process.

A copy of the ordinance has been attached to detail the proposed zoning regulation changes.

If you have any questions, please let me know.

Rick Trice, P.E.
Director of Public Works

Attachment



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
23755	87931	Print Legal Ad - IPL0029603		\$513.16	1	2.71

Attention: Rick Trice

CITY OF SAGINAW

PO BOX 79070

FORT WORTH, TX 761790070

City of Saginaw Public Notice

A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on July 13, 2021 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations and definitions for "Extended-Stay Hotel and Hotel/Motel". A Public Hearing will be conducted by the Saginaw City Council 6:00 p.m. on July 20, 2021, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeary Boulevard.

FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.

Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500
IPL0029603
Jun 24 2021

THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

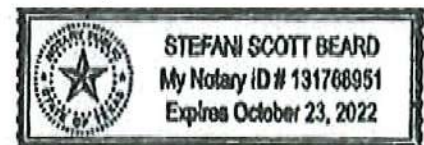
No. of Insertions: 1

Beginning Issue of: 06/24/2021

Ending Issue of: 06/24/2021

Sworn to and subscribed before me this 24th day of June in the year of 2021

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

CITY OF SAGINAW, TEXAS

ORDINANCE NO. 2021-14

AN ORDINANCE AMENDING ORDINANCE NO. 2002-04, AS AMENDED, THE ZONING REGULATIONS OF THE CITY OF SAGINAW, TEXAS BY AMENDING SECTION 8-17 OF ARTICLE 8 "SUPPLEMENTAL DISTRICT REGULATIONS; AND SECTION 12-2 OF ARTICLE 12 "DEFINITIONS"; PROVIDING A DEADLINE FOR COMPLIANCE WITH THE REGULATIONS SET FORTH HEREIN; AMENDING THE DEFINITIONS OF EXTENDED-STAY HOTEL AND HOTEL/MOTEL; 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 PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AND EFFECTIVE DATE.

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

WHEREAS, the City of Saginaw, Texas has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publications and procedural requirements for the adoption of these zoning regulations; and

WHEREAS, the City Council finds that the regulations contained herein are necessary to ensure the continued availability of transient lodging within the City of Saginaw and to ensure the continued use of hotels and motels in the manner intended at the time of adoption of the Zoning Regulations; and

WHEREAS, the City Council further finds that the regulations are necessary to discourage transient lodging properties from becoming permanent residences; and

WHEREAS, the City Council further finds that a 180-day compliance period, with respect to the regulations set forth herein, is reasonable and in the best interest of the public health, safety and general welfare.

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

SECTION 1.

Section 8-17 of Article 8 "Supplemental District Regulations" of Appendix A, of the Zoning Regulations of the City of Saginaw, Texas, is hereby amended to read as follows:

"Sec. 8-17. - Hotel/motel occupancy limits.

- A. *Purposes and Findings.* The purpose of this section is to ensure the continued availability of quality transient lodging within the City of Saginaw and to ensure the protection of the health, safety, and welfare of hotel, motel, and extended-stay inhabitants and employees. City Enforcement Officials responsible for monitoring, investigating, and administrating the safety and welfare of hotels, motels, and extended-stay hotels are the City of Saginaw's Code Compliance Department, Police Department, and Fire Department.
- B. *Provisions Applicable to hotels, motels, and extended-stay hotels.*
1. Except as otherwise provided by law, each hotel, motel, and extended-stay hotel shall post a legible copy of the text of this Section 8-17 (B) in an open and conspicuous place within the public lobby area, and in an open and conspicuous place where other postings are required by law, in each room available for rent.
 2. The initial construction of a hotel, motel, or extended-stay hotel and its subsequent operation shall fully comply with provisions outlined in this article and all associated zoning ordinances.
 3. Hotels, motels and extended-stay hotels operate for the benefit of travelers and transient parties conducting legitimate business in the surrounding vicinity. A legitimate business is one which has been authorized to exercise its activities by following the rules and regulations under the City of Saginaw's jurisdiction. No hotel, motel or extended-stay hotel may be used as housing of last resort. Housing of last resort occurs when an owner-occupant or tenant no longer has any appropriate housing options available under their discretion and is needing to seek accommodations. Housing of last resort will only be permitted during an event that is deemed a state of emergency by a government mandate.
 4. No hotel, motel, or extended stay hotel shall allow anyone of the age seventeen and under to rent a room.
 5. No hotel, motel, or extended stay hotel shall offer any lodging rates based on an hourly rate to any potential or existing guest.
 6. No room within any hotel, motel, or extended-stay is allowed to have more guests than the number of people of which its available sleeping arrangements are designed for. Children, aged seventeen and under, are not included in this total number.
 7. No hotel, motel, or extended-stay hotel shall have any rooms allocated for the lodging of any bona-fide employee or their family.

8. All hotels, motels, or extended-stay hotels must maintain daily written records reflecting the renting, letting, or other provision of any of its rooms as described in Subsection E. The required records shall be maintained for no less than one year or for such longer period as may be prescribed by law. All records shall be available for review by City Enforcement Officials during normal business hours.
9. For every hour of operation, a hotel, motel, or extended-stay hotel must ensure a bona-fide employee is present to assist any City Enforcement Official in maintaining the safety of its patrons.
10. All hotels, motels, and extended-stay hotels must provide and maintain quality running hard-wired smoke detectors or smoke alarms in all rooms and common areas for the duration of the hotel, motel, and extended-stay hotel's existence.
11. All hotels, motels, and extended-stay hotels may have portable convenience appliances, except for toaster ovens. Portable convenience appliances are defined as devices that are designed for household tasks and can be easily relocated.
12. All hotels, motels, and extended-stay hotels must provide daily housekeeping services with all standard room rates. Cleaning shall occur at least every 48 hours and must include the changing of linens prior to any incoming guest. Cleaning services must be logged and kept for a minimum of six months. All cleaning logs must be accessible to City officials upon request.
13. All hotels, motels, and extended-stay hotels must maintain the cleanliness of common areas as required by law.

C. *Provisions Applicable to hotels and motels.*

1. No hotel or motel shall allow any person to occupy any of its guest rooms for more than thirty (30) consecutive days, nor more than sixty (60) total days during a 180-day period. Any guest who has resided for thirty (30) consecutive days at a hotel or motel must undergo a two-week (14-day) vacancy between stays before beginning any new rental agreement with said hotel or motel. A consecutive stay is constituted as an accommodation lasting longer than 24 hours beginning from check in date and ending on check out date at a hotel/motel. Individuals who check out and back in of their accommodations within 72-hours of their previous booking will incur time onto their original stay's length as one combined and continuous period. Any party who violates this provision is subjected to the penalties of this article; no room may again be rented, let or otherwise provided to

that same party or to any individual, firm, or entity that was a member of said party.

2. No hotel or motel may transition towards operating as an extended-stay hotel until it fully complies with all existing extended-stay hotel provisions, associated zoning ordinances, and be up to code.
3. Any property left in a room by a person or party that has checked out shall be removed by the operator of the hotel or motel and stored or otherwise disposed of in accordance with applicable laws.
4. Fixed cooking appliances and storage for food preparation shall not be available in any guest room at any hotel or motel. Fixed cooking appliances are considered devices which are designed to cook through the use of a stove top burner or hot plate, including but not limited to appliances such as stoves, ovens, and grills. Storage for food preparation appliances which help to preserve the freshness of food include but are not limited to, full-size refrigerators.

D. *Provisions Applicable to extended-stay hotels.*

1. Any guest who has resided for more than 180 consecutive days at an extended-stay hotel must at least undergo a 90-day vacancy between stays before beginning any new rental agreement with said extended-stay hotel. A consecutive stay is constituted as an accommodation lasting longer than 24 hours beginning from check in date and ending on check out date at an extended-stay hotel. Individuals who check out and back in of their accommodations within 72-hours of their previous booking will incur time onto their original stay's length as one combined and continuous period. Any party who violates this provision is subjected to the penalties of this article; no room may again be rented, let or otherwise provided to that same party or to any individual, firm, or entity that was a member of said party.
2. Each extended-stay hotel room intended or designed to be used, or which are used, rented, or hired out to be occupied by the public must contain fixed cooking appliances and storage for food preparation including, but not limited to, appliances such as full-size refrigerators, stoves, and ovens.

E. *Registration Record Keeping*

1. All hotels, motels, and extended-stay hotels must maintain daily written or electronic records of all rental agreements between the hotel, motel, or extended-stay hotel and all patrons and their guests.

2. All records must be kept for a minimum of 180 days after the rental agreement's termination.
3. All records must be available during regular business hours upon the request of City Enforcement Officials.
4. All records must, at a minimum, maintain the following for each patron and their guest:
 - (i) Legal name, phone number, and home address;
 - (ii) Room number assigned;
 - (iii) Date and time of arrival, scheduled departure, and actual departure;
 - (iv) The rate charged and amount collected for their room's rental;
 - (v) Payment method for each room; and
 - (vi) The make, model, year, color, license plate number, and license plate state of any vehicle which anticipates parking on the premises.
5. All patrons and their guests must present valid photo identification to rent a room at any hotel, motel, or extended-stay hotel. Valid photo identification may include a legally issued document such as a current driver's license, military identification card, state identification card, or passport. A copy of the presented identification must be kept for a minimum of 180-days after their check out date. Any hotel, motel, or extended-stay operator who does not verify the identification of a patron and their guests or approves lodging services without proper identification shall be in violation of this article.
6. It shall be unlawful for any hotel, motel, or extended-stay hotel to accept any illegitimate form of identification from any patron or guest, or to falsify any identification documentation and information needed for lodging registration.

F. *Safety*

1. Any hotel, motel, or extended-stay hotel must report any suspicious or unlawful activity to City Enforcement Officials.
2. It is the responsibility of all hotels, motels, and extended-stay hotels to inform any patron and guests that loitering by visitors is prohibited as required by the law.

3. All exterior doors, apart from the lobby doors or doors otherwise approved by the Enforcement Official, must be locked between the hours of 10:00 p.m. and 6:00 a.m. and must possess equipment that will notify the hotel, motel, or extended-stay hotel security or other employees a door has been opened. In addition, all doors must possess panic hardware to allow for emergency egress, which must be approved by Enforcement Officials. Furthermore, all exterior doors shall be maintained and readily accessible for emergency access by the Fire Department.
4. Any hotel, motel, or extended-stay hotel must provide and maintain security in its parking area. This may include a live patrol guard, fencing consistent with the zoning code, or other security measure approved in writing by the City Enforcement Official.
5. All hotels, motels, and extended-stay hotels must install a video surveillance system and/or ensure that any previously installed video surveillance systems are deemed compliant by the City Enforcement Official. All assessments must be requested by the hotel, motel, or extended-stay hotel within the 180-day compliance period as required in Section 3 of this Ordinance.
6. All video surveillance systems shall be active and functioning 24 hours a day, seven days a week, and recorded footage must be retained for a minimum of 30 days.
7. All hotels, motels, and extended-stay hotels must dedicate at least one video surveillance camera to all common spaces, including but not limited to lobbies, entrances/exits, hallways, and parking lots. Placement of cameras must be approved by the City Enforcement Official.
8. All employees and customers must be notified of the video surveillance system by displaying the system's notice of approval in a bona-fide common area.
9. Video surveillance systems shall be subject to regular inspection by the City Enforcement Official to determine conformity under this section. If the video surveillance system does not conform, the hotel, motel, or extended-stay hotel must immediately rectify the compliance violation.
10. All patrons and guests who desire to park a vehicle on the premises of any hotel, motel, or extended-stay hotel, must register their vehicle upon initial registration and any time after. Vehicle registrations must be recorded as stated in Subsection E4-6.
11. Any registered vehicle must be provided with a placard that must at all times be easily visible from outside the vehicle by any bystander. The placard

must contain the establishment's name, vehicle registration number, and check-out date at a minimum.

G. *Enforcement*

1. All common areas and unoccupied rooms within any hotel, motel, or extended-stay hotel are subject to inspection by City Enforcement Officials.
2. City Enforcement Officials shall have the responsibility for the enforcement of this section.
3. If such structure or premises is occupied, City Enforcement Officials, shall present credentials to the occupant and request entry. If entry is refused by occupant, City Enforcement Officials shall have recourse to the remedies provided by law to secure entry. If such structure or premises is unoccupied, City Enforcement Officials shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused by the owner or other person having charge or control of the structure, City Enforcement Officials shall have recourse to all methods of entry allowed by law, and the owner and responsible party shall be in violation of this article and subject to punishment under section 1-13 of this Code.

H. *Unlawful Operation/Violation Penalties*

1. Any hotel, motel, or extended-stay hotel witnessing an entity violating the provisions of this article shall immediately ask that entity to leave the premises. If voluntary removal is not achieved, the Saginaw Police Department shall be notified to assist in the eviction and/or removal of that entity.
2. Any hotel, motel, or extended-stay hotel operated, conducted or maintained contrary to the provisions of this article may be declared to be unlawful and a public nuisance. The City may, in addition to or in lieu of all other remedies, commence actions or proceedings for abatement, removal or enjoinder thereof, in the manner provided by state law and this Code.
3. A nuisance may be abated upon any provision violation.
4. Any violator of the provisions of this article shall be fined not more than two thousand dollars (\$2,000.00) for each offense."

SECTION 2.

Section 12-2 "Definitions" of Article 12 "Definitions" is hereby amended by amending the definitions of Appendix A of the Code of Ordinances, the Zoning Regulations of the City of Saginaw, Texas, by amending "Extended-stay hotel/motel" and "Hotel, Motel" to read as follows:

Extended-Stay Hotel Motel. Any building containing five or more guest rooms intended, designed, or utilized for sleeping purposes by transient guests, including for stays in excess of thirty (30) consecutive days, or more than sixty (60) days during a 180-day period, which contain fixed cooking appliances.

Hotel/Motel. A building, or portion thereof, in which five or more guest rooms intended, designed, or utilized for sleeping purposes by transient guests for a period of less than thirty (30) consecutive days with a two-week (14-day) vacancy between stays, or for less than sixty (60) total days in any one-hundred and eighty (180) day period, for compensation.

SECTION 3.

All hotels, motels and extended-stay hotels existing upon the effective date of this Ordinance shall have one-hundred and eighty (180) days from the effective date of this Ordinance to either cease operations or fully comply with all provisions of this Ordinance.

SECTION 4.

This Ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code and Zoning Regulations 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 5.

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, 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 of decree of any court of competent jurisdiction, such as 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 6.

Any person, firm or corporation who violates, disobeys, omits, neglects, 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 not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of the Zoning Regulations of the City that have accrued at the time of the effective date of this Ordinance; and, as to such accused 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 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.

SECTION 9.

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 10.

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 the ____ day of _____, 2021.

TODD FLIPPO, MAYOR

ATTEST:

JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

BRYN MEREDITH, CITY ATTORNEY



DATE: July 13, 2021

TO: Chairman and Members of the Planning and Zoning Commission

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

A handwritten signature in blue ink, appearing to read "Rick Trice", is positioned to the right of the "FROM:" line.

SUBJECT: AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND SECTION 7-2 CARPORT OVERLAY DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

Sec. 7-2 of the Zoning Ordinance regulates the construction of carports. The section contains a defined "Carport Overlay District" where carports are allowed. Carports outside of the district are expressly prohibited.

On March 19, 2021, City Council adopted Ordinance 2021-07 allowing carports outside of the overlay district for a Public safety facility, police and fire, located in a Community Facility (CF) zoning district.

The City has received a request from the developer of a multifamily development to consider allowing car ports within the facility. Multifamily development may or may not have covered parking provided by garages. The proposed ordinance amendment will allow the use of carports to provide protection of tenant's vehicles from weather.

The ordinance is proposed to be amended to read as follows:

"Sec. 7-2. - Carport overlay district.

The city has established a carport overlay district wherein a carport is permitted, subject to the regulations contained herein. The city expressly prohibits carports within any area outside of the carport overlay district, with the exception that carports are permitted outside of the carport overlay district on property zoned:

1. Community Facilities (CF) and used as a *Public Safety Facility, Police and Fire*, according to the regulations contained herein.
2. Zoned Multi-Family (MF1, MF2) and used as a *Multi-Family Dwelling*, as that term is defined in Section 12-2 of this Appendix A.”

The remaining provisions under Section 7-2 will remain unchanged.

If you have any questions, please let me know.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
23755	87937	Print Legal Ad - IPL0029606		\$513.16	1	2.71

Attention: Rick Trice

CITY OF SAGINAW
PO BOX 79070
FORT WORTH, TX 761790070

City of Saginaw Public Notice
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on July 13, 2021 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations and definitions for Section 7-2 Carport Overlay District. A Public Hearing will be conducted by the Saginaw City Council 6:00 p.m. on July 20, 2021, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.

**FINAL ACTION IS TAKEN BY
CITY COUNCIL ON PUBLIC
HEARING CASES.**

Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500
IPL0029606
Jun 24 2021

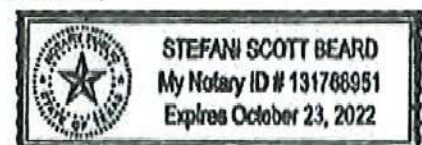
THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

No. of Insertions: 1
Beginning Issue of: 06/24/2021
Ending Issue of: 06/24/2021

Sworn to and subscribed before me this 24th day of June in the year of 2021

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND SECTION 7-2 CARPORT OVERLAY DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1.

That Article 7, Section 7-2. - Carport overlay district of Appendix A, "Zoning," to the Code of Ordinances of the City of Saginaw, is hereby amended to read as follows:

"Sec. 7-2. - Carport overlay district.

The city has established a carport overlay district wherein a carport is permitted, subject to the regulations contained herein. The city expressly prohibits carports within any area outside of the carport overlay district, with the exception that carports are permitted outside of the carport overlay district on property zoned:

1. Community Facilities (CF) and used as a *Public Safety Facility, Police and Fire*, according to the regulations contained herein.
2. Zoned Multi-Family (MF1, MF2) and used as a *Multi-Family Dwelling*, as that term is defined in Section 12-2 of this Appendix A."

The remaining provisions under Section 7-2 will remain unchanged.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

PASSED AND APPROVED ON THIS 20th DAY OF July, 2021.

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney

June 30, 2021	CITY OF SAGINAW PUBLIC WORKS REPORT TO CITY MANAGER		
Name of Development	Developer	# of Lots	Status
Willow Vista Phase 3A	Mearl McBee	47	45 permits issued for new homes.
Willow Vista Phase 3C	Mearl McBee	74	34 permits issued for new homes
Capital Projects:			
Name of Project	Status	Estimated Date of Completion	Comments:
East Bailey Boswell Rd reconstruction Phase III Overpass	Construction under way	Fall 2021	Construction began 8/10/2020. 60% complete.
W. J. Boaz and Old Decatur Road Intersection Construction	Notice to Proceed issued.	2021	Construction underway. 36% complete.
N Old Decatur design	90% plans under review	Pending Funding	90% design complete
Knowles Drive Phase 1	Design underway	April 2021	Design 90% complete
Knowles Drive Phase 2	Design underway	Pending	Anticipated design completion Spring 2021
Knowles Drive Phase 3	Design underway	Pending	Anticipated design completion Spring 2021
NW Booster Pump IPO	IPO Approved 1/5/2021	Pending	Design underway (Approximately 60%)
Saginaw Blvd 16" Water Line Phase 2	Under construction	Fall 2021	Construction is about 74% complete
Street Maintenance Fund Projects:			
Name of Project	Status	Estimated Date of Completion	Comments:
East McLeroy Reconstruction	Awaiting availability of County staff to complete	August 2021	Complete with exception of spot repairs east of Lavonne Lane
Building and Inspections:			
Building Permits	Location	Status	Comments
Saginaw Health Care & Rehab	848 W. McLeroy Blvd	Permit issued	53,249 SF, \$6,796,000 care facility. Permit issued, under construction
All Storage	1416 N Old Decatur Rd	Permit issued	Under construction
7-Eleven Convenience Store	1150 Longhorn Rd	Permit Issued	Permit Issued
Industrial Outdoor Ventures	1341 Jarvis Rd	Permit issued	Awaiting as-builts.
Chipotle	1424 N Old Decatur Rd	Building Plans Submitted	Shell building permit issued.

Franklin Office Complex	Belmont Street	Permit Issued	Under construction
Planet Fitness	SWC Saginaw Blvd & Palomino	C/O Issued	complete
Bright Living (Independent Living)	824 W McLeroy Blvd	Permit Issued	Under construction
Fire Station No. 1	700 W McLeroy	Permit Issued	Under construction
Prose Alliance Blue Mound Rd	1350 N. Blue Mound Rd	Permit Issued	Under construction
BOA			
Applicant	Location	Status	Comments
Planning & Zoning	Location	Status	Comments
Beltmill Planned Development	NE corner Saginaw Blvd and E Bailey Boswell Rd	Council Approved 4/20/2021	Final PD, Development plan and Preliminary Plat approved by Council 4/20/21
The Square Final Plat and Civil Construction Plans	North and West of Wal-Mart	Pending	Resolution for LOSA approved 1/5/21, P&Z recommended approval of final plat 1/12/21. Saginaw Square Blvd and TxDot improvement advertised for construction on 6/15/21.
The Grand At Saginaw	Beltmill Multi Family Development	Site Plan Approved 4/20/21	Site plan approved by Council 4/20/21
Zoning Ordinance Amendment Carport Overlay Requirements for MF		Pending	Scheduled for P&Z 7/13 and CC 7/20
Villas at Willow Creek HHS Residential, LLC 5601 Democracy Dr Suite 300 Plano, Tx 75024	South of McLeroy, West of Woodcrest Dr.	Re-Scheduled for P&Z on 6/8/21 and City Council 6/15/21	P&Z recommended denial to change zoning on 20.85 acres from NC & MF1 to Planned Development (PD) CC continued to 7/20/2021
Zoning Ordinance Amendment Regulating Extended Stay Hotels		Pending	Scheduled for P&Z 7/13 and CC 7/20
Code Enforcement	Location		Comments
City of Saginaw	345 N. Saginaw Blvd	Abatement to remove building underway	Owner volunteered agreement
TXDOT Issues	Location	Status	Comments
Asphalt Overlay	Saginaw Blvd, city limit to city limit	Projected Completion April 2021	Underway.

City Council Considerations			
Miscellaneous Items	Status	Completion Date	Comments
Water Resiliency and Response IPO	Approved 1/5/2021	Jun-21	Draft study submitted for review May 2021
City Comprehensive Plan	IPO Approved 1/5/2021	Underway	Workshop conducted with P&Z 3/9/21

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

APRIL 2021

C/O ISSUED THIS MONTH						
DATE	NAME	ADDRESS	PERMIT #	IWORQ	CERTIFICATE	
4/9/21	DOG HOUSE	209 MCCLEROY BLVD E A	CO-17-20/21	4/9/21	4/9/21	
4/26/21	TAKE 5 EXPRESS CARWASH	1017 SAGINAW BLVD N	CO-18-20/21	4/26/21	4/27/21	
4/26/21	MERCURY G S E RENTALS LLC	905 COOK LN	CO-19-20/21	4/26/21	4/27/21	
4/28/21	DYNEVOER EXPRESS	612 BURLINGTON RD	CO-20-20/21	4/28/21	4/29/21	
DATE	NAME	ADDRESS	PERMIT #	COMMENTS		
COM/IND OPEN BUILDING PERMITS						
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS	
4/28/17	MILLER MILLING	221 FAIRMOUNT ST S	20546	NEW BUILDING	NEW FLOUR MILL	
7/9/18	U F P	444 SANSOM BLVD	23101	ACCESSORY	DETACHED ACCESSORY TO STORE RAW MATERIALS	
7/27/18	U F P	444 SANSOM BLVD	23228	ADDITION	ADDITION TO EXISTING BUILDING FOR STORAGE	
1/24/19	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	23714	REMODEL	REMODEL	
7/10/19	VIBRANT CHURCH	228 BELMONT ST	26471	REMODEL	REMODEL STAGE AREA	
9/11/19	T MOBILE	203 BAILEY BOSWELL RD E	26872	REMODEL	UPGRADE ANTENNA	
10/23/19	SPRINT	300 OLD DECATUR RD N A	27135	REMODEL	UPGRADE ANTENNA & EXPAND WALL	
4/23/20	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	29805	JOB TRAILER	JOB TRAILER FOR NEW FOOTBALL FIELD	
7/21/20	T MOBILE	620 PARK CENTER BLVD	30694	REMODEL	ANTENNA UPGRADE	
9/11/20	TBD	209 BELMONT ST S BLDG 1	30692	NEW BUILDING	NEW COMMERCIAL BUILDING	
9/21/20	PLANET FITNESS	608 SAGINAW BLVD	30654	NEW BUILDING	NEW BUILDING	
9/29/20	PLANET FITNESS	608 SAGINAW BLVD	30658	REMODEL	INTERIOR FINISH OUT	
10/1/20	STEELE FOLSOM MARTIN INC	940 BLUE MOUND RD S	31220	REMODEL	REMODEL COMMERCIAL SPACE	
10/1/20	STEELE FOLSOM MARTIN INC	952 BLUE MOUND RD S	31221	REMODEL	REMODEL COMMERCIAL SPACE	
10/28/20	AGGREGATE CAPITAL & DEVELOPMENT	800 BLUE MOUND RD S	31257	REMODEL	ADDITION OF RESTROOM & STORAGE AREA	
11/12/20	FUEL CITY SAGINAW	1080 BLUE MOUND RD	30564	PAVING	EXPANSION OF PARKING LOT	
11/13/20	D F W PLASTICS	901 INDUSTRIAL AVE E	31381	REMODEL	ADDITION OF 3 RESTROOMS	
12/10/20	GREAT WESTER INN	5317 BLUE MOUND RD S	32417 - 32454	REMODEL	MISC REPAIR IN 38 ROOMS	
12/17/20	ATTEBURY GRAIN INC	624 BURLINGTON RD	31657	NEW BUILDING	RAIL CAR LOADING BUILDING	
12/29/20	SBA COMMUNICATIONS	124 OPAL ST - ANTENNA	31672	REMODEL	UPGRADE EQUIPMENT	
12/30/20	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	31219	NEW BUILDING	3 STORY SELF STORAGE BUILDING	
1/5/21	M L HEALTHCARE	848 MCCLEROY BLVD W	29305	NEW BUILDING	NEW SKILLED NURSING FACILITY	
1/5/21	WELLS FARGO ATM	504 SAGINAW BLVD S	31166	REMODEL	EXTERIOR LIGHTING UPGRADE	
1/7/21	T S C A - 253 LP	1453 SAGINAW BLVD N	31502	PAVING	CONCRETE REPAIRS	
1/12/21	ART NAILS	1029 SAGINAW BLVD D 3	31655	REMODEL	INTERIOR REMODEL	
2/9/21	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	33092	RETAINING WALL	RETAINING WALL	
2/10/21	BRIGHT LIVING SAGINAW	824 MCCLEROY BLVD W	31265	NEW BUILDING	22 WOOD FRAMED COTTAGE UNITS	
3/5/21	SAGINAW KIDS DENTISTRY	600 BAILEY BOSWELL RD E 100	33105	REMODEL	FINISH OUT FOR DENTAL OFFICE	
3/5/21	CHISHOLM RIDGE PET HOSPITAL	1100 BLUE MOUND RD N 150	32489	REMODEL	COMBINE SUITE 160 & 150	
3/12/21	ENDLESS DISCOVERIES	823 TOWNE CT	33598	REMODEL	DRYWALL REPAIR	
3/29/21	ENDLESS DISCOVERIES	823 TOWNE CT	33755	REMODEL	INTERIOR REMODEL	
3/30/21	COMMUNITY LINK MISSION	300 BELMONT ST	33772	ADDITION	BUILDING ADDITION - COVERED DOCK	

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

APRIL 2021

COM/IND BUILDING PERMITS ISSUED THIS MONTH

DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
4/5/21	COMMUNITY LINK MISSION	300 BELMONT ST	31543	ADDITION	BUILDING ADDITION
4/6/21	DYNEVOER EXPRESS INC	612 BURLINGTON RD	33913	REMODEL	INSTALL OVERHEAD DOOR
4/9/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33109	NEW BUILDING	NEW SHELL BUILDING
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	31328	NEW COMPLEX	NEW 270 UNIT APARTMENT COMPLEX
4/14/21	CRESTVIEW PRINTING	113 GREEN AVE W	33991	ACCESSORY	REMODEL OF TRASH BIN
4/14/21	K & H TRUCKWELD	1300 INDUSTRIAL AVE E	34093	REMODEL	INSTALL OVERHEAD DOOR
4/14/21	CITY OF SAGINAW - BUILDING	301 SAGINAW BLVD S	34195	REMODEL	REMODEL OF EXTERIOR RESTROOMS
4/19/21	7 ELEVEN	OLD DECATUR RD & LONGHORN	31128	NEW BUILDING	NEW COMMERCIAL BUILDING
4/23/21	WAL MART	1401 SAGINAW BLVD N	33467	REMODEL	INTERIOR REMODEL
4/28/21	PALOMINO SOUTHERN LTD	532 SAGINAW BLVD S	34298	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS TO BE PICKED UP					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
2/1/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33111	REMODEL	FINISH OUT
2/22/21	QUIKTRIP 988	1100 BLUE MOUND RD S	33337	REMODEL	INTERIOR REMODEL
4/13/21	MCDANIEL	829 TOWNE CT	34143	REMODEL	INTERIOR REMODEL
BUILDING PERMITS IN PLAN REVIEW					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
11/18/20	THE DEPOT	BELMONT ST S	31601	NEW BUILDING	NEW COMMERCIAL BUILDING
3/23/21	CITY OF SAGINAW - FIRE STATION	700 MCCLEROY BLVD W	33883	NEW BUILDING	NEW FIRE STATION
3/30/21	WHATABURGER INC 492	5455 BLUE MOUND RD S	33927	REMODEL	BUILDING REMODEL
CLOSED PROJECTS					
11/30/20	WAL MART	1401 SAGINAW BLVD N	31500	REMODEL	REMODEL OF RESTROOMS
12/8/20	BLUE MOUND DONUTS	1100 BLUE MOUND RD N 110	31084	REMODEL	INTERIOR REMODEL
2/1/21	CREATIVE INNOVATIONS	1001 KENNEDY LN 210	32824	REMODEL	INTERIOR REMODEL
4/19/21	CERNIGLIA VENTURES LLC	816 TOWNE CT 300	33905	REMODEL	INTERIOR REMODEL

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

MAY 2021

C/O ISSUED THIS MONTH						
DATE	NAME	ADDRESS	PERMIT #	IWORQ	CERTIFICATE	
5/11/21	REGAL STAFFING SERVICES	1200 BLUE MOUND RD S 130	CO-21-20/21	5/11/21	5/14/21	
5/21/21	ROYAL SMOKE SHOP	1453 SAGINAW BLVD N 110	CO-23-20/21	5/24/21	5/25/21	
5/24/21	5 TH GEN WOODWORKS LLC	1000 KENNEDY LN 111	CO-24-20/21	5/24/21	5/25/21	
5/24/21	5 TH GEN WOODWORKS LLC II	1000 KENNEDY LN 105	CO-25-20/21	5/24/21	5/25/21	
TEMP C/O						
DATE	NAME	ADDRESS	PERMIT #	COMMENTS		
5/13/21	PLANET FITNESS	608 SAGINAW BLVD S	CO-22-20/21			
COM/IND OPEN BUILDING PERMITS						
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS	
4/28/17	MILLER MILLING	221 FAIRMOUNT ST S	20546	NEW BUILDING	NEW FLOUR MILL	
7/9/18	U F P	444 SANSOM BLVD	23101	ACCESSORY	DETACHED ACCESSORY TO STORE RAW MATERIALS	
7/27/18	U F P	444 SANSOM BLVD	23228	ADDITION	ADDITION TO EXISTING BUILDING FOR STORAGE	
1/24/19	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	23714	REMODEL	REMODEL	
7/10/19	VIBRANT CHURCH	228 BELMONT ST	26471	REMODEL	REMODEL STAGE AREA	
9/11/19	T MOBILE	203 BAILEY BOSWELL RD E	26872	REMODEL	UPGRADE ANTENNA	
10/23/19	SPRINT	300 OLD DECATUR RD N A	27135	REMODEL	UPGRADE ANTENNA & EXPAND WALL	
4/23/20	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	29805	JOB TRAILER	JOB TRAILER FOR NEW FOOTBALL FIELD	
7/21/20	T MOBILE	620 PARK CENTER BLVD	30694	REMODEL	ANTENNA UPGRADE	
9/11/20	TBD	209 BELMONT ST S BLDG 1	30692	NEW BUILDING	NEW COMMERCIAL BUILDING	
9/29/20	PLANET FITNESS	608 SAGINAW BLVD	30568	REMODEL	INTERIOR FINISH OUT	
10/1/20	STEELE FOLSOM MARTIN INC	940 BLUE MOUND RD S	31220	REMODEL	REMODEL COMMERCIAL SPACE	
10/1/20	STEELE FOLSOM MARTIN INC	952 BLUE MOUND RD S	31221	REMODEL	REMODEL COMMERCIAL SPACE	
10/28/20	AGGREGATE CAPITAL & DEVELOPMENT	800 BLUE MOUND RD S	31257	REMODEL	ADDITION OF RESTROOM & STORAGE AREA	
11/12/20	FUEL CITY SAGINAW	1080 BLUE MOUND RD	30564	PAVING	EXPANSION OF PARKING LOT	
11/13/20	D F W PLASTICS	901 INDUSTRIAL AVE E	31381	REMODEL	ADDITION OF 3 RESTROOMS	
12/10/20	GREAT WESTER INN	5317 BLUE MOUND RD S	32417 - 32454	REMODEL	MISC REPAIR IN 38 ROOMS	
12/17/20	ATTEBURY GRAIN INC	624 BURLINGTON RD	31657	NEW BUILDING	RAIL CAR LOADING BUILDING	
12/29/20	SBA COMMUNICATIONS	124 OPAL ST - ANTENNA	31672	REMODEL	UPGRADE EQUIPMENT	
12/30/20	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	31219	NEW BUILDING	3 STORY SELF STORAGE BUILDING	
1/5/21	M L HEALTHCARE	848 MCCLEROY BLVD W	29305	NEW BUILDING	NEW SKILLED NURSING FACILITY	
1/5/21	WELLS FARGO ATM	504 SAGINAW BLVD S	31166	REMODEL	EXTERIOR LIGHTING UPGRADE	
1/7/21	T S C A - 253 LP	1453 SAGINAW BLVD N	31502	PAVING	CONCRETE REPAIRS	
1/12/21	ART NAILS	1029 SAGINAW BLVD D 3	31655	REMODEL	INTERIOR REMODEL	
2/9/21	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	33092	RETAINING WALL	RETAINING WALL	
2/10/21	BRIGHT LIVING SAGINAW	824 MCCLEROY BLVD W	31265	NEW BUILDING	24 WOOD FRAMED COTTAGE UNITS	
2/10/21	BRIGHT LIVING SAGINAW	824 MCCLEROY BLVD W	34034 - 34057	REMODEL	FINISH OUT OF EACH UNIT	
3/5/21	CHISHOLM RIDGE PET HOSPITAL	1100 BLUE MOUND RD N 150	32489	REMODEL	COMBINE SUITE 160 & 150	
3/5/21	SAGINAW KIDS DENTISTRY	600 BAILEY BOSWELL RD E 100	33105	REMODEL	FINISH OUT FOR DENTAL OFFICE	
3/12/21	ENDLESS DISCOVERIES	823 TOWNE CT	33598	REMODEL	DRYWALL REPAIR	
10/20/92	ASHTON APARTMENTS	681 SAGINAW BLVD N	33897	ADDITION	FAÇADE IN FRONT OF OFFICE	
3/29/21	ENDLESS DISCOVERIES	823 TOWNE CT	33755	REMODEL	INTERIOR REMODEL	
3/30/21	COMMUNITY LINK MISSION	300 BELMONT ST	33772	ADDITION	BUILDING ADDITION - COVERED DOCK	
4/5/21	COMMUNITY LINK MISSION	300 BELMONT ST	31543	ADDITION	BUILDING ADDITION	
4/6/21	DYNEVOER EXPRESS INC	612 BURLINGTON RD	33913	REMODEL	INSTALL OVERHEAD DOOR	
4/9/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33109	NEW BUILDING	NEW SHELL BUILDING	

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

MAY 2021

4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	31328	NEW COMPLEX	NEW 270 UNIT APARTMENT COMPLEX
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	34386 - 34855	REMODEL	FINISH OUT OF EACH UNIT
4/14/21	CRESTVIEW PRINTING	113 GREEN AVE W	33991	ACCESSORY	REMODEL OF TRASH BIN
4/14/21	K & H TRUCKWELD	1300 INDUSTRIAL AVE E	34093	REMODEL	INSTALL OVERHEAD DOOR
4/14/21	CITY OF SAGINAW - BUILDING	301 SAGINAW BLVD S	34195	REMODEL	REMODEL OF EXTERIOR RESTROOMS
4/19/21	7 ELEVEN	1150 LONGHORN RD	31128	NEW BUILDING	NEW COMMERCIAL BUILDING
4/23/21	WAL MART	1401 SAGINAW BLVD N	33467	REMODEL	INTERIOR REMODEL
4/28/21	PALOMINO SOUTHERN LTD	532 SAGINAW BLVD S	34298	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS ISSUED THIS MONTH					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
5/10/21	A T & T AUTHORIZED RETAILER	923 SAGINAW BLVD N 100	34694	REMODEL	INTERIOR REMODEL
5/18/21	MCDANIEL	829 TOWNE CT	34143	REMODEL	INTERIOR REMODEL
5/25/21	T MOBILE	1453 SAGINAW BLVD N 100	34794	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS TO BE PICKED UP					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
2/1/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33111	REMODEL	FINISH OUT
2/22/21	QUIKTRIP 988	1100 BLUE MOUND RD S	33337	REMODEL	INTERIOR REMODEL
3/23/21	CITY OF SAGINAW - FIRE STATION 1	700 MCCLEROY BLVD W	33883	NEW BUILDING	NEW FIRE STATION
4/19/21	AMERICAN NATIONAL BANK	825 SAGINAW BLVD N	34177	REMODEL	REMODEL AFTER STORM
4/21/21	S A C	5323 BLUE MOUND RD S	34321	REMODEL	ANTENNA UPGRADE
5/5/21	A T & T MOBILITY	1120 WATSON RD S	34321	REMODEL	ANTENNA UPGRADE
5/25/21	DISH WIRELESS	955 KENNEDY LN 300	34874	REMODEL	ANTENNA UPGRADE
BUILDING PERMITS IN PLAN REVIEW					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
11/18/20	THE DEPOT	BELMONT ST S	31601	NEW BUILDING	NEW COMMERCIAL BUILDING
3/30/21	WHATABURGER INC 492	5455 BLUE MOUND RD S	33927	REMODEL	BUILDING REMODEL
5/11/21	FASHION HAIR DESIGN	204 W J BOAZ RD	34751	REMODEL	INTERIOR REMODEL
5/17/21	BALLARD FAMILY DENTAL	701 BAILEY BOSWELL RD W	34802	ADDITION	ADD SECOND FLOOR & FIRE SPRINKLERS
5/27/21	TALKING TADPOLES	833 TOWNE CT	34889	REMODEL	INTERIOR REMODEL
CLOSED PROJECTS					

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

JUNE 2021

C/O ISSUED THIS MONTH						
DATE	NAME	ADDRESS	PERMIT #	IWORQ	CERTIFICATE	
6/3/21	SAGINAW LIQUIDATION SALES	532 SAGINAW BLVD N	CO-26-20/21	6/3/21	6/17/21	
6/10/21	AFRICAN GAME INDUSTRIES INC	1000 KENNEDY LN 112	CO-27-20/21	6/10/21	6/17/21	
6/18/21	FOUNDATION BUILDING MATERIALS LLC	1324 INDUSTRIAL AVE E	CO-28-20/21	6/18/21	6/22/21	
6/21/21	CORE REHAB	816 TOWNE CT 300	CO-29-20/21	6/21/21	6/22/21	
6/21/21	METROPLEX BACKHOE SERVICE LLC	1001 KENNEDY LN 4 420	CO-30-20/21	6/21/21	6/22/21	
6/22/21	ART NAILS	1029 SAGINAW BLVD N D 3	CO-31-20/21	6/22/21	6/24/21	
6/22/21	KOSHKIL NORTH AMERICA INC	1000 KENNEDY LN 107	CO-32-20/21	6/22/21	6/24/21	
6/24/21	RIVER CHURCH	420 GREEN AVE W	CO-33-20/21	6/24/21	6/24/21	
TEMP C/O						
DATE	NAME	ADDRESS	PERMIT #	COMMENTS		
5/13/21	PLANET FITNESS	608 SAGINAW BLVD S	CO-22-20/21			
COM/IND OPEN BUILDING PERMITS						
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS	
4/28/17	MILLER MILLING	221 FAIRMOUNT ST S	20546	NEW BUILDING	NEW FLOUR MILL	
7/9/18	U F P	444 SANSOM BLVD	23101	ACCESSORY	DETACHED ACCESSORY TO STORE RAW MATERIALS	
7/27/18	U F P	444 SANSOM BLVD	23228	ADDITION	ADDITION TO EXISTING BUILDING FOR STORAGE	
1/24/19	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	23714	REMODEL	REMODEL	
7/10/19	VIBRANT CHURCH	228 BELMONT ST	26471	REMODEL	REMODEL STAGE AREA	
9/11/19	T MOBILE	203 BAILEY BOSWELL RD E	26872	REMODEL	UPGRADE ANTENNA	
10/23/19	SPRINT	300 OLD DECATUR RD N A	27135	REMODEL	UPGRADE ANTENNA & EXPAND WALL	
4/23/20	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	29805	JOB TRAILER	JOB TRAILER FOR NEW FOOTBALL FIELD	
7/21/20	T MOBILE	620 PARK CENTER BLVD	30694	REMODEL	ANTENNA UPGRADE	
9/11/20	TBD	209 BELMONT ST S BLDG 1	30692	NEW BUILDING	NEW COMMERCIAL BUILDING	
9/29/20	PLANET FITNESS	608 SAGINAW BLVD	30568	REMODEL	INTERIOR FINISH OUT	
10/1/20	STEELE FOLSOM MARTIN INC	940 BLUE MOUND RD S	31220	REMODEL	REMODEL COMMERCIAL SPACE	
10/1/20	STEELE FOLSOM MARTIN INC	952 BLUE MOUND RD S	31221	REMODEL	REMODEL COMMERCIAL SPACE	
10/28/20	AGGREGATE CAPITAL & DEVELOPMENT	800 BLUE MOUND RD S	31257	REMODEL	ADDITION OF RESTROOM & STORAGE AREA	
11/12/20	FUEL CITY SAGINAW	1080 BLUE MOUND RD	30564	PAVING	EXPANSION OF PARKING LOT	
11/13/20	D F W PLASTICS	901 INDUSTRIAL AVE E	31381	REMODEL	ADDITION OF 3 RESTROOMS	
12/10/20	GREAT WESTER INN	5317 BLUE MOUND RD S	32417 - 32454	REMODEL	MISC REPAIR IN 38 ROOMS	
12/17/20	ATTEBURY GRAIN INC	624 BURLINGTON RD	31657	NEW BUILDING	RAIL CAR LOADING BUILDING	
12/29/20	SBA COMMUNICATIONS	124 OPAL ST - ANTENNA	31672	REMODEL	UPGRADE EQUIPMENT	
12/30/20	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	31219	NEW BUILDING	3 STORY SELF STORAGE BUILDING	
1/5/21	M L HEALTHCARE	848 MCLEROY BLVD W	29305	NEW BUILDING	NEW SKILLED NURSING FACILITY	
1/5/21	WELLS FARGO ATM	504 SAGINAW BLVD S	31166	REMODEL	EXTERIOR LIGHTING UPGRADE	
1/7/21	T S C A - 253 LP	1453 SAGINAW BLVD N	31502	PAVING	CONCRETE REPAIRS	
2/9/21	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	33092	RETAINING WALL	RETAINING WALL	
2/10/21	BRIGHT LIVING SAGINAW	824 MCLEROY BLVD W	31265	NEW BUILDING	24 WOOD FRAMED COTTAGE UNITS	
2/10/21	BRIGHT LIVING SAGINAW	824 MCLEROY BLVD W	34034 - 34057	REMODEL	FINISH OUT OF EACH UNIT	
3/5/21	SAGINAW KIDS DENTISTRY	600 BAILEY BOSWELL RD E 100	33105	REMODEL	FINISH OUT FOR DENTAL OFFICE	
3/12/21	ENDLESS DISCOVERIES	823 TOWNE CT	33598	REMODEL	DRYWALL REPAIR	
10/20/92	ASHTON APARTMENTS	681 SAGINAW BLVD N	33897	ADDITION	FAÇADE IN FRONT OF OFFICE	
3/29/21	ENDLESS DISCOVERIES	823 TOWNE CT	33755	REMODEL	INTERIOR REMODEL	
3/30/21	COMMUNITY LINK MISSION	300 BELMONT ST	33772	ADDITION	BUILDING ADDITION - COVERED DOCK	
4/5/21	COMMUNITY LINK MISSION	300 BELMONT ST	31543	ADDITION	BUILDING ADDITION	

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

JUNE 2021

4/6/21	DYNEVOER EXPRESS INC	612 BURLINGTON RD	33913	REMODEL	INSTALL OVERHEAD DOOR
4/9/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33109	NEW BUILDING	NEW SHELL BUILDING
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	31328	NEW COMPLEX	NEW 270 UNIT APARTMENT COMPLEX
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	34378 - 34384	NEW BUILDING	NEW 270 UNIT APARTMENT COMPLEX
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	34386 - 34655	REMODEL	FINISH OUT OF EACH UNIT
4/14/21	CRESTVIEW PRINTING	113 GREEN AVE W	33991	ACCESSORY	REMODEL OF TRASH BIN
4/14/21	K & H TRUCKWELD	1300 INDUSTRIAL AVE E	34093	REMODEL	INSTALL OVERHEAD DOOR
4/14/21	CITY OF SAGINAW - BUILDING	301 SAGINAW BLVD S	34195	REMODEL	REMODEL OF EXTERIOR RESTROOMS
4/19/21	7 ELEVEN	1150 LONGHORN RD	31128	NEW BUILDING	NEW COMMERCIAL BUILDING
4/21/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	34306	NEW BUILDING	JOB TRAILER
4/23/21	WAL MART	1401 SAGINAW BLVD N	33467	REMODEL	INTERIOR REMODEL
4/28/21	PALOMINO SOUTHERN LTD	532 SAGINAW BLVD S	34298	REMODEL	INTERIOR REMODEL
5/18/21	MCDANIEL	829 TOWNE CT	34143	REMODEL	INTERIOR REMODEL
5/25/21	T MOBILE	1453 SAGINAW BLVD N 100	34794	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS ISSUED THIS MONTH					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
6/3/21	DISH WIRELESS	955 KENNEDY LN 300	34874	REMODEL	ANTENNA UPGRADE
6/10/21	CITY OF SAGINAW - FIRE STATION 1	700 MCCLEROY BLVD W	33883	NEW BUILDING	NEW FIRE STATION
6/11/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33111	REMODEL	FINISH OUT
6/16/21	ATOLL INVESTMENTS	1248 INDUSTRIAL AVE E	35025	REMODEL	ROOF
6/21/21	TALKING TADPOLES	833 TOWNE CT	34889	REMODEL	INTERIOR REMODEL
6/22/21	CITY OF SAGINAW - FIRE STATION 1	700 MCCLEROY BLVD W	35068	NEW BUILDING	JOB TRAILER
6/29/21	A T & T MOBILITY	1504 WAGLEY ROBERTSON RD	34915	REMODEL	ANTENNA UPGRADE
6/29/21	QUIKTRIP 988	1100 BLUE MOUND RD S	33337	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS TO BE PICKED UP					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
3/30/21	WHATABURGER INC 492	5455 BLUE MOUND RD S	33927	REMODEL	BUILDING REMODEL
4/19/21	AMERICAN NATIONAL BANK	825 SAGINAW BLVD N	34177	REMODEL	REMODEL AFTER STORM
4/21/21	S A C	5323 BLUE MOUND RD S	34321	REMODEL	ANTENNA UPGRADE
5/5/21	A T & T MOBILITY	1120 WATSON RD S	34321	REMODEL	ANTENNA UPGRADE
6/8/21	MCDONALDS	1165 SAGINAW BLVD N	34966	REMODEL	BUILDING REMODEL
6/24/21	RED AERO PACK MAIL SHIP	900 BLUE MOUND RD N 148	35078	REMODEL	COMBINE SUITE 144 & 148
BUILDING PERMITS IN PLAN REVIEW					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
5/11/21	FASHION HAIR DESIGN	204 W J BOAZ RD	34751	REMODEL	INTERIOR REMODEL
5/17/21	BALLARD FAMILY DENTAL	701 BAILEY BOSWELL RD W	34802	ADDITION	ADD SECOND FLOOR & FIRE SPRINKLERS
6/30/21	STEVEN BARBER INSURANCE	209 BELMONT ST S BLDG 1	35176	REMODEL	FINISH OUT
CLOSED PROJECTS					

PLANNING AND ZONING COMMISSION
2020-2021 CASE REPORT

CASE #	APPLICANT	LOCATION	REQUEST	PZ DATE	P&Z DECISION	CC DATE	CC DECISION
3/9/2021	Kimley Horn	Workshop	City of Saginaw Comprehensive Plan Update	03/09/21			
PZ 0421-01	Doug Powell	North of Bailey Boswell Road, East of 287, and West of Wagley Roberts	Change Zoning to a Planned Development for Beltmill	04/13/21	Recommended Approval	04/20/21	Approved
PZ 0421-02	Doug Powell	Same as above	Preliminary Plat for Beltmill	04/13/21	Recommended Approval	04/20/21	Approved
PZ 0421-03	Tod Finley	Lot 1, Block B, Beltmill Pla	Approval of Site Plan for The Grand Apartments		Recommended Approval	04/20/21	Approved
PZ 0421-04	Rick Trice, City of Saginaw		approval of amendment to the zoning ordinance to add the use, Wineries	04/13/21	Recommended Approval	04/20/21	Approved
PZ 0521-01	Mayson Meier HHS Residential	South of W McLeroy, West of Woodcrest	Approval of Zoning change from NC & MFI to a Planned Development Villas of Willow Creek	05/11/21	Continued until 6/8/21, Recommended denial at 6/8/21 meeting	06/15/21	CC continued until 7/20/21
PZ 0521-02	Rick Trice, City of Saginaw		approval of amendment to the zoning ordinance to add the use, Breweries	05/11/21	Recommended Approval	06/15/21	Approved

**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 MCCLEROY BOULEVARD
JULY 13, 2021**

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Member	Place No. 5	Jason LaBruyere
Director Public Works		Rick Trice
City Attorney		Lindsey Hale
Chief Building Official		Larry Little
Management Analyst		Susy Victor-Trevino
Management Analyst		John Cervantes
Management Analyst		Kevin Pantoja
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 4	Malinda Julien
Alternate Member	Alt. No. 1	Randy Villarreal
Alternate Member	Alt. No. 2	Brent Wooten

Visitors at the Meeting:

None

(1) Call to Order

Chairman Lewis called the meeting to order at 6:03 p.m.

(2) Roll Call to Establish Quorum

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

(3) Audience participation

This item was bypassed.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on June 8, 2021 were presented for approval. A motion was made by Vice Chairman Haney with a second by Member Barngrover to approve the minutes for June 8, 2021, 2021 as presented. Motion carried unanimously.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

(5) PZ 0721-01

Consideration And Action Regarding Approval Of A Final Plat For Beltmill Parkway and Millstone Road Right-Of-Way

DPW Trice reviewed the information included in the members' packets.

A motion was made by Member LaBruyere with a second by Vice Chairman Haney to recommend that the city council the final plat for Beltmill Parkway and Millstone Road Right of Way, being 9.112 acres out of the B Thomas Survey, Abstract No. 1497. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

(6) PZ 0721-02

Consideration And Action Regarding Approval Of A Final Plat For The Grand At Saginaw, Lot 1, Block B, Beltmill, Being 9.840 Acres In The B. Thomas Survey, Abstract No. 1497, City Of Saginaw

DPW Trice reviewed the information the members received in their packets regarding this plat. He reminded them that the Commission recommended approval and the City Council approved a site plan for this project in April of this year.

A motion was made by Vice Chairman Haney with a second by Member LaBruyere to recommend that the City Council approve the final plat for Grand at Saginaw, Lot 1, Block 1. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

(7) PZ 0721-03

PUBLIC HEARING

Consideration And Action Regarding An Amendment To The Zoning Ordinance (No. 2002-04), Amending Section 8-17 Of Article 8 "Supplemental District Regulations"; And Section 12-2 Of Article

12 “Definitions”; Providing A Deadline Compliance With The Regulations Set Forth Herein, Amending The Definitions Of Extended-Stay Hotel And Hotel/Motel

Chairman Lewis opened the Public Hearing at 6:16 p.m.

DPW Trice briefly explained this amendment and introduced Management Analysts Susy Victor-Trevino and John Cervantes.

Susy and John explained the details of this amendment with a power point presentation. They answered questions from the members.

Chairman Lewis closed the Public Hearing at 6:31 p.m.

A motion was made by Vice Chairman Haney with a second by Member Barngrover to recommend that the City Council approve this amendment to the Zoning Ordinance, Section 8-17 and 12-2 setting regulation and a definition for extended stay hotel/motel. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

**(8) PZ 0721-04 PUBLIC HEARING
Consideration And Action Regarding And Amendment To The Zoning Ordinance (No. 2002-04),
Amending Section 7-2, Carport Overlay District**

Chairman Lewis opened the Public Hearing at 6:32 p.m.

DPW Trice reviewed the information furnished in the members’ packets and explained that this amendment was requested by the multifamily developers to allow covered parking in Multi-Family Zoning Districts.

Member Lewis closed the Public Hearing at 6:34 p.m.

A motion was made by Member LaBruyere with a second by Member Barngrover to recommend that the City Council approve the amendment to the zoning ordinance, Section 7-2 Carport Overlay District. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

**(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.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

Chairman Lewis declared the meeting of July 13, 2021 closed at 6:43 p.m.

APPROVED:

Matthew Lewis, Chairman

ATTEST:

Mary Ragle, Recording Secretary



City of Saginaw

Meeting Date: 7/20/2021

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

Agenda Items: (6)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action regarding Approval of a Final Plat for Beltmill Parkway and Millstone Road right-of-way

BACKGROUND/DISCUSSION:

On April 20, 2021, the City Council approved a Preliminary Plat for Beltmill Blocks A-L. Beltmill is general located North of Bailey Boswell Road, East of Bus. 287, and West of Wagley Robertson Road.

The developer has submitted a Final Plat for the dedication 9.112 acres of land for the Beltmill Parkway and Millstone Road right-of-ways. The right-of-way dedication allows the developer to begin the construction of the roadways.

In addition to the right-of-way, the developer is submitting offsite instruments for dedication of offsite easements as necessary to provide utilities and drainage as part of the initial construction.

The Planning and Zoning Commission considered the Final Plat at its July 13, 2021 meeting and unanimously recommended approval.

FINANCIAL IMPACT:

N.A.

RECOMMENDATION:

It is recommended that the Final Plat for Beltmill Parkway and Millstone Road right-of-way be approved as submitted.

ATTACHMENTS:

Description

P&Z Packet 7-13-21
P&Z Minutes 7-13-21

**CITY OF SAGINAW PLANNING AND ZONING COMMISSION
NOTICE OF REGULAR MEETING AND PUBLIC HEARING**

**Saginaw City Hall
333 West McLeroy Boulevard
Tuesday, July 13, 2021**

**THE PLANNING AND ZONING COMMISSION MEETING WILL BE CONDUCTED IMMEDIATELY
FOLLOWING THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE MEETING THAT
BEGINS AT 6:00 P. M.**

- | | | |
|-----|---|--|
| (1) | Call To Order | Chairman Lewis |
| (2) | Roll Call To Establish Quorum | Chairman Lewis |
| (3) | Audience Participation | Chairman Lewis |
| (4) | Approval of Minutes
Regular Meeting and On June 8, 2021 | Chairman Lewis |
| (5) | PZ 0721-02
Consideration And Action Regarding Approval Of A Final Plat For
Beltmill Parkway And Millstone Road Right-Of-Way | Darren Andrews |
| (6) | PZ 0721-01
Consideration And Action Regarding Approval Of A Final Plat For The
Grand At Saginaw, Lot 1, Block B, Beltmill, Being 9.840 Acres In The B.
Thomas Survey, Abstract No. 1497, City Of Saginaw | Darren Andrews |
| (7) | PZ 0721-03 PUBLIC HEARING
Consideration And Action Regarding An Amendment To The Zoning
Ordinance (No. 2002-04), Amending Section 8-17 Of Article 8
"Supplemental District Regulations"; And Section 12-2 Of Article 12
"Definitions"; Providing A Deadline Compliance With The Regulations
Set Forth Herein, Amending The Definitions Of Extended-Stay Hotel And
Hotel/Motel | Rick Trice, P. E.
Public Works Director |
| (8) | PZ 0721-04 PUBLIC HEARING
Consideration And Action Regarding And Amendment To The Zoning
Ordinance (No. 2002-04), Amending Section 7-2, Carport Overlay District | Rick Trice, P. E.
Public Works Director |
| (9) | Staff Report
A. Discussion of Residential, Commercial and Industrial, and City Projects
B. Update Commission of City Council Action on Previous Cases | Rick Trice, P. E.
Public Works Director |

(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

(11) Adjournment

Chairman Lewis

DATE POSTED: _____ TIME: _____ BY: _____

DATE RETRIEVED: _____ TIME: _____ BY: _____

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

PLANNING AND ZONING COMMISSION

Kenneth Haney Vice Chairman	Place No. 1	Term Expires May 2022
William Barngrover	Place No. 2	Term Expires May 2023
Matthew Lewis Chairman	Place No. 3	Term Expires May 2022
Malinda Julien	Place No. 4	Term Expires May 2023
Jason LaBruyere	Place No. 5	Term Expires May 2022
Randy Villarreal	1 st Alternate	Term Expires May 2023
Brent Wooten	2 nd Alternate	Term Expires May 2022

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

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

Audience Participation

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

**MINUTES OF A REGULAR MEETING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCCLEROY BOULEVARD
JUNE 8, 2021**

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Member	Place No. 4	Malinda Julien
Alternate Member	Alt. No. 2	Randy Villarreal
Director Public Works		Rick Trice
City Attorney		Lindsey Hale
Fire Chief		Doug Spears
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 5	Jason LaBruyere
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Marilyn Tolbert	Jill Stanford
Dan Tolbert	Aubrey Miller
Linda Adams	Annie Geer
Debbie Johnson	Josh Geer
Jennifer Casey	Carmen Drake
William Golaz	Allen Raff
Elizabeth Harland	Charles Adams
Jon Julien	Mary Ann Bone
Cindy Gutierrez	Steve Bone
Starlyn Smith	Trey Gordon
Carrie Daniels	Karen Fruhwate
Sarena Smith	Steven Bailey
Patrick Farr	Tricia Bailey
Paul Felegy	Mayson Meier
Kate Pendleton	Jerry Sylo
David Solled	Amberligh Noewl
Susan Bentley	Randall Miner
Charles Adams	

(1) Call to Order

Chairman Lewis called the meeting to order at 6:03 p.m.

(2) Roll Call to Establish Quorum

Chairman Lewis called roll. The quorum will consist of Chairman Lewis, Vice Chairman Haney, Members Barngrover, Julien, 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 May 11, 2021 were presented for approval. A motion was made by Member Barngrover with a second by Alternate Member Villarreal to approve the minutes for May 11, 2021 as presented. Motion carried unanimously.

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

Against: None

Absent Member LaBruyere, Alternate Member Peet

(5) PZ 0521-01 PUBLIC HEARING

Consideration And Action Regarding A Request For Approval To Amend The Comprehensive Plan And To Change The Zoning From Neighborhood Commercial (NC) and Multifamily (MF1) To A Planned Development (PD) With Single Family Uses For Land Described As Approximately 20.8587 Acres Of Land Out Of Abstract 1849, A. F. Albright Survey, Located South Of West McLeroy Boulevard And West Of Woodcrest Drive

Chairman Lewis reminded members that this is an item that was tabled at the May 11, 2021 meeting.

DPW Trice reviewed the information included in the members' packets and advised the members that the developer had met with members of the neighborhood at the recreation center on May 19, 2021. He said the developer has submitted a revised plan to accommodate some of the concerns.

Jerry Sylo, with JBI Partners a representative for the developer, showed a power point presentation and explained the differences in the current proposal and the previous plan that was presented at last month's meeting.

Trey Gordon, 5105 Cuesta Lane, Benbrook, Tx, 76126 advised that he was present as a representative for the Boswell family who owns the property at this time. He talked briefly about the Boswell family's connection with the City of Saginaw. He said the property owners had received several offers for the property but this plan is more desirable than the current zoning of Multifamily and Neighborhood Commercial.

Patrick Farr, 213 Dominion Ct, spoke in favor of the project and advised that his residence is within 1500 feet of this development.

Paul Felegy, 1108 Springhill Drive, Linda and Charles Adams, 513 Fox Drive, Carmen Drake, 1070 Springhill Drive, Randall Miner, 1008 Springhill Drive, Susan Bentley, 128 Roberts, Allen Raff, 333 Lottie Lane, and Joshua Geer, 649 Creek Point Drive, spoke to the members in opposition of this item. They voiced many of the same concerns as the ones mentioned at last month's meeting.

Jerry Sylo addressed the concerns and answered questions.

Chairman Lewis reminded the members that the only item for the members to decide is the recommendation on zoning at this meeting.

A motion was made by Member Haney with a second by Alternate Member Villarreal to recommend that the city council deny the request to change the zoning on property located south of West McLeroy Boulevard, and west of Woodcrest Drive, 20.857 acres out of Abstract 1849, A. F. Albright Survey. Motion carried.

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

Against: Chairman Lewis, Member Julien

Absent: Member LaBruyere, Alternate Members Peet,

(6) 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.

(7) EXECUTIVE SESSION

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

a. Any Posted Item

No executive session was held

(8) Adjournment

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

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

Against: None

Absent Member LaBruyere, Alternate Member Peet

Chairman Lewis declared the meeting of June 8, 2021 closed at 7:30 p.m.

APPROVED:

Matthew Lewis, Chairman

ATTEST:

Mary Ragle, Recording Secretary



City of Saginaw

DATE: July 13, 2021

205 Brenda Lane
P. O. Box 79070
Saginaw, Texas 76179
817-230-0500
Fax 817-232-9868
www.ci.saginaw.tx.us

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 Final Plat for Beltmill Parkway and Millstone Road right-of-way.

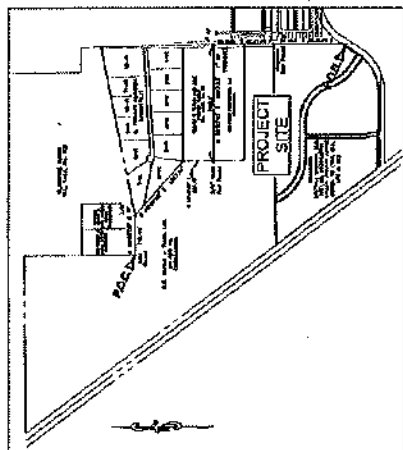
BACKGROUND/DISCUSSION:

On April 20, 2021, the City Council approved a Preliminary Plat for Beltmill Blocks A-L. Beltmill is general located North of Bailey Boswell Road, East of Bus. 287, and West of Wagley Robertson Road.

The developer has submitted a Final Plat for the dedication 9.112 acres of land for the Beltmill Parkway and Millstone Road right-of-ways. The right-of-way dedication allows the developer to begin the construction of the roadways.

In addition to the right-of-way, the developer is submitting offsite instruments for dedication of offsite easements as necessary to provide utilities and drainage as part of the initial construction.

If you have any questions, please let me know.



POINT OF COMMENCING KEY WAY

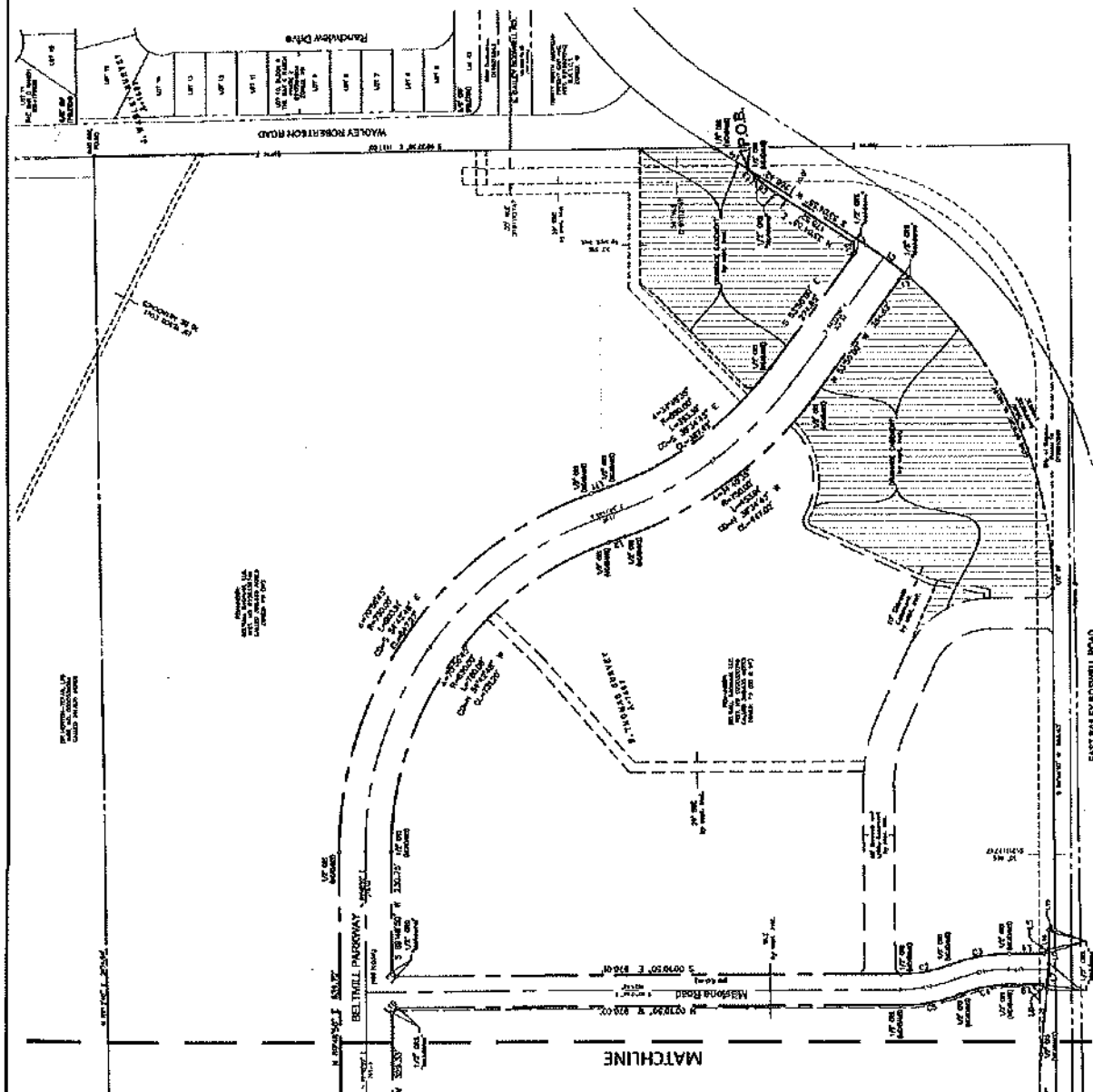
FINAL PLAT
BELTMILL BOULEVARD &
MILLSTONE ROAD RIGHT-OF-WAY

9.112 Acres
to the
E. L. THOMAS SURVEY, ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

vicadavis

VULCAN

WESTLY HOLT 14-00000
PENN-14-00000
14-00000

[illegible]



City of Saginaw

DATE: July 13, 2021

205 Brenda Lane
P. O. Box 79070
Saginaw, Texas 76179
817-230-0500
Fax 817-232-9868
www.ci.saginaw.tx.us

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 Final Plat for Grand at Saginaw, Lot 1, Block B, Beltmill being 9.840 Acres in the B. Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County, Texas.

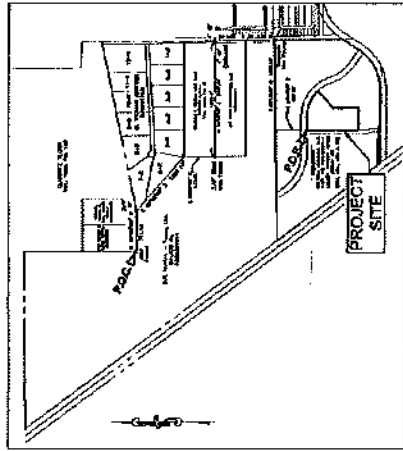
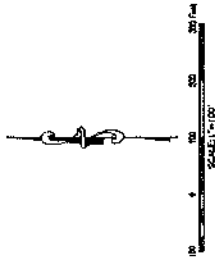
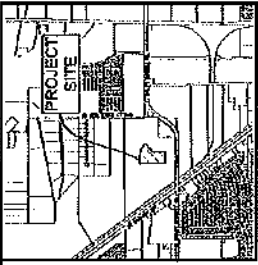
BACKGROUND/DISCUSSION:

On April 20, 2021, the City Council approved a Preliminary Plat for Beltmill Blocks A-L. Beltmill is general located North of Bailey Boswell Road, East of Bus. 287, and West of Wagley Robertson Road.

The developer has submitted a Final Plat for the Grand at Saginaw, Lot 1, Block B, Beltmill consisting of 9.840 acres of land.

The developer previously submitted a site plan for a multi-family development that was approved by City Council on April 20, 2021.

If you have any questions, please let me know.



FINAL PLAT
GRAND AT SAGINAW
LOT 1, BLOCK B, BELTMILL
 9.840 Acres
 In the
 B. THOMAS SURVEY, ABSTRACT NO. 1487
 CITY OF SAGINAW
 TARRANT COUNTY, TEXAS

(12)



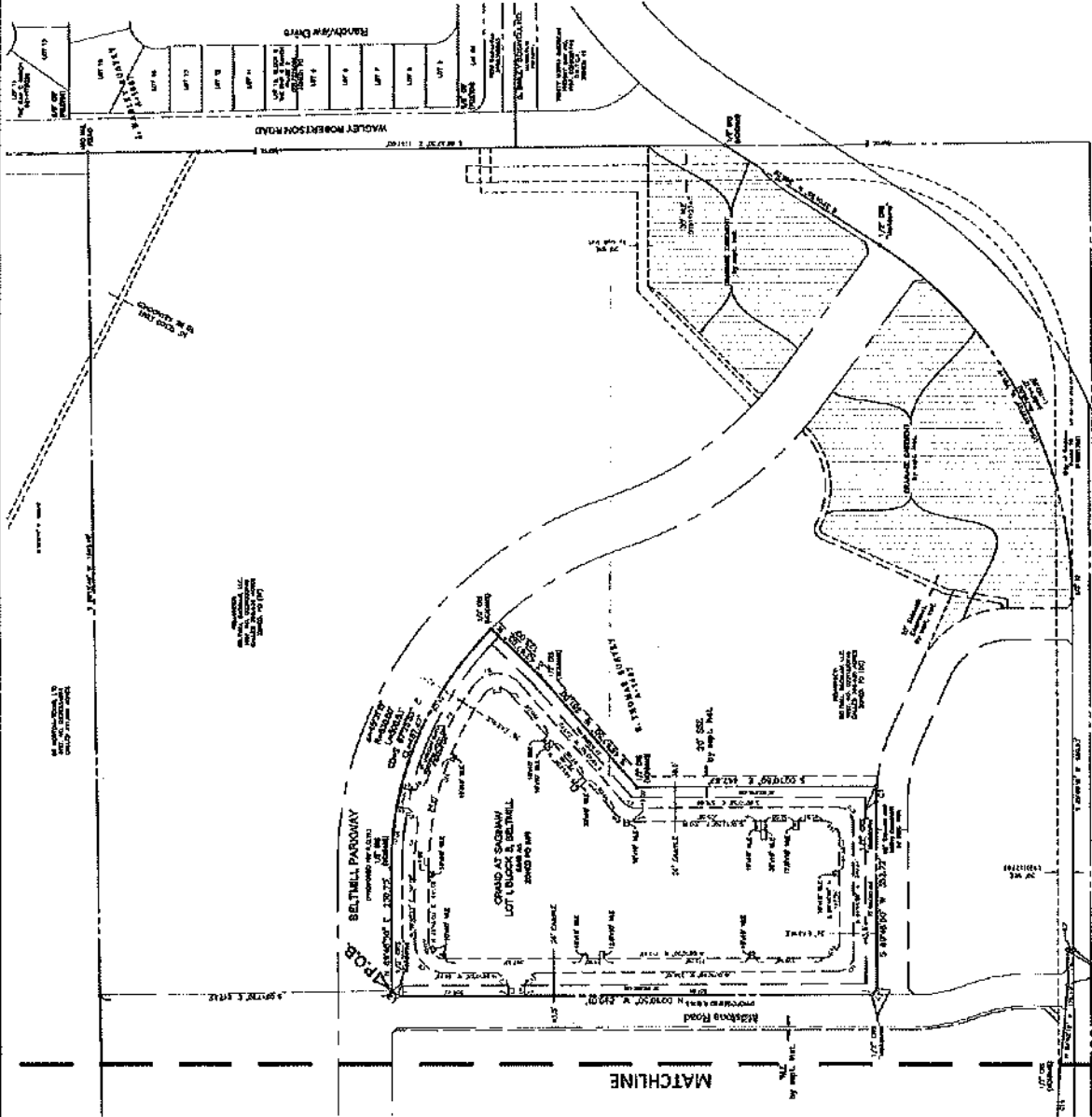
MCADAMS

The John A. McAdams
 Surveying & Mapping, Inc.
 1111 West 10th Street
 Suite 100
 Fort Worth, Texas 76102
 Phone: (817) 335-1111
 Fax: (817) 335-1112
 www.mcadams.com

DRAWN BY: DE DATE: APPROVED: SCALE: 1"=100' JOB NO. 280302805

CONVEYANCE
 BELTMILL, ABSTRACT NO. 1487
 FORT WORTH, TEXAS
 CHAINED 2001 ALLEN

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ALL RIGHTS RESERVED
 NO PART OF THIS PLOT
 MAY BE REPRODUCED OR
 TRANSMITTED IN ANY FORM
 OR BY ANY MEANS
 WITHOUT THE WRITTEN
 PERMISSION OF THE
 SURVEYOR

PLAT MAP

City of Fort Worth

City of Dallas

City of San Antonio

City of Austin

City of Houston

City of San Diego

City of Los Angeles

City of New York

City of Chicago

City of Philadelphia

City of Washington

City of Baltimore

City of New Orleans

City of San Francisco

City of Seattle

City of Portland

City of Denver

City of Salt Lake City

City of Phoenix

City of Tucson

City of Albuquerque

City of Santa Fe

City of Las Vegas

City of Reno

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City of Oakland

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City of Berkeley

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City of Saginaw

DATE: July 13, 2021

205 Brenda Lane
P. O. Box 79070
Saginaw, Texas 76179
817-230-0500
Fax 817-232-9868
www.ci.saginaw.tx.us

TO: Chairman and Members of the Planning and Zoning Commission

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

SUBJECT: Consideration and Action Regarding Ordinance No. 2021-14, and Ordinance Amending Ordinance No. 2002-04, as amended, The Zoning Regulations of the City of Saginaw, Texas by amending Section 8-17 of Article 8 "Supplemental District Regulations"; and Section 12-2 of Article 12 "Definitions"; providing a deadline compliance with the regulations set forth herein; amending the Definitions of Extended-Stay Hotel and Hotel/Motel

Background

The City of Saginaw, Texas is requesting a change in zoning regulations, amending Ordinance 2002-04. Ordinance No. 2021-14 proposes several updates on the existing zoning regulations presented in Ordinance No. 2002-04, in order to help prevent hotels, motels, and extended-stays from virtually becoming apartment complexes.

Some key proposals include further defining code enforcement official, consecutive stay, hotel, motel, extended-stay hotel/motel, and other concepts to better eliminate any misleading language previously presented in the ordinance. Other changes include expanding the requirements and restrictions pertaining to the maintenance of written and electronic records, rental agreements, guest information, and vehicle registrations. All records must be maintained for a minimum of one hundred and eighty (180) days after check out and must be available upon the request of any City Enforcement Official during normal business hours, per the proposed ordinance.

Other new standards put into place include: cleaning, inspections, security, video-surveillance systems, and having a bona fide employee present at all times to assist any City Enforcement Officer when needed. Notably, the proposal further details length of stay requirements and restrictions. For hotels and motels, no guest shall occupy any room for more than thirty (30) consecutive days, nor more than sixty (60) total days during a one hundred and eighty (180) day period. In addition, a two-week (14-day) vacancy is required during any thirty (30) day consecutive stay period, before beginning any new rental agreement with said hotel or motel. Extended-stay hotels/motels will require any guest who have resided for more than one hundred and eighty (180) consecutive days at an extended stay hotel/motel to undergo at least a ninety

(90) day vacancy in between stays before beginning any new rental agreement with said hotel or motel.

Overall, the proposed changes will not only assist in limiting apartment-like trends from occurring in hotels, motels, and extended-stay hotels/motels, but also expand the City's ability to better handle the public nuisance abatement process.

A copy of the ordinance has been attached to detail the proposed zoning regulation changes.

If you have any questions, please let me know.

Rick Trice, P.E.
Director of Public Works

Attachment



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
23755	87931	Print Legal Ad - IPL0029603		\$513.16	1	2.71

Attention: Rick Trice

CITY OF SAGINAW

PO BOX 79070

FORT WORTH, TX 761790070

City of Saginaw Public Notice

A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on July 13, 2021 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations and definitions for "Extended-Stay Hotel and Hotel/Motel". A Public Hearing will be conducted by the Saginaw City Council 6:00 p.m. on July 20, 2021, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeary Boulevard.

FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.

Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500
IPL0029603
Jun 24 2021

THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

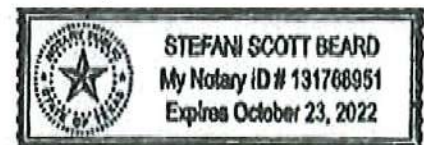
No. of Insertions: 1

Beginning Issue of: 06/24/2021

Ending Issue of: 06/24/2021

Sworn to and subscribed before me this 24th day of June in the year of 2021

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

CITY OF SAGINAW, TEXAS

ORDINANCE NO. 2021-14

AN ORDINANCE AMENDING ORDINANCE NO. 2002-04, AS AMENDED, THE ZONING REGULATIONS OF THE CITY OF SAGINAW, TEXAS BY AMENDING SECTION 8-17 OF ARTICLE 8 "SUPPLEMENTAL DISTRICT REGULATIONS; AND SECTION 12-2 OF ARTICLE 12 "DEFINITIONS"; PROVIDING A DEADLINE FOR COMPLIANCE WITH THE REGULATIONS SET FORTH HEREIN; AMENDING THE DEFINITIONS OF EXTENDED-STAY HOTEL AND HOTEL/MOTEL; 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 PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AND EFFECTIVE DATE.

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

WHEREAS, the City of Saginaw, Texas has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publications and procedural requirements for the adoption of these zoning regulations; and

WHEREAS, the City Council finds that the regulations contained herein are necessary to ensure the continued availability of transient lodging within the City of Saginaw and to ensure the continued use of hotels and motels in the manner intended at the time of adoption of the Zoning Regulations; and

WHEREAS, the City Council further finds that the regulations are necessary to discourage transient lodging properties from becoming permanent residences; and

WHEREAS, the City Council further finds that a 180-day compliance period, with respect to the regulations set forth herein, is reasonable and in the best interest of the public health, safety and general welfare.

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

SECTION 1.

Section 8-17 of Article 8 "Supplemental District Regulations" of Appendix A, of the Zoning Regulations of the City of Saginaw, Texas, is hereby amended to read as follows:

"Sec. 8-17. - Hotel/motel occupancy limits.

- A. *Purposes and Findings.* The purpose of this section is to ensure the continued availability of quality transient lodging within the City of Saginaw and to ensure the protection of the health, safety, and welfare of hotel, motel, and extended-stay inhabitants and employees. City Enforcement Officials responsible for monitoring, investigating, and administrating the safety and welfare of hotels, motels, and extended-stay hotels are the City of Saginaw's Code Compliance Department, Police Department, and Fire Department.
- B. *Provisions Applicable to hotels, motels, and extended-stay hotels.*
1. Except as otherwise provided by law, each hotel, motel, and extended-stay hotel shall post a legible copy of the text of this Section 8-17 (B) in an open and conspicuous place within the public lobby area, and in an open and conspicuous place where other postings are required by law, in each room available for rent.
 2. The initial construction of a hotel, motel, or extended-stay hotel and its subsequent operation shall fully comply with provisions outlined in this article and all associated zoning ordinances.
 3. Hotels, motels and extended-stay hotels operate for the benefit of travelers and transient parties conducting legitimate business in the surrounding vicinity. A legitimate business is one which has been authorized to exercise its activities by following the rules and regulations under the City of Saginaw's jurisdiction. No hotel, motel or extended-stay hotel may be used as housing of last resort. Housing of last resort occurs when an owner-occupant or tenant no longer has any appropriate housing options available under their discretion and is needing to seek accommodations. Housing of last resort will only be permitted during an event that is deemed a state of emergency by a government mandate.
 4. No hotel, motel, or extended stay hotel shall allow anyone of the age seventeen and under to rent a room.
 5. No hotel, motel, or extended stay hotel shall offer any lodging rates based on an hourly rate to any potential or existing guest.
 6. No room within any hotel, motel, or extended-stay is allowed to have more guests than the number of people of which its available sleeping arrangements are designed for. Children, aged seventeen and under, are not included in this total number.
 7. No hotel, motel, or extended-stay hotel shall have any rooms allocated for the lodging of any bona-fide employee or their family.

8. All hotels, motels, or extended-stay hotels must maintain daily written records reflecting the renting, letting, or other provision of any of its rooms as described in Subsection E. The required records shall be maintained for no less than one year or for such longer period as may be prescribed by law. All records shall be available for review by City Enforcement Officials during normal business hours.
9. For every hour of operation, a hotel, motel, or extended-stay hotel must ensure a bona-fide employee is present to assist any City Enforcement Official in maintaining the safety of its patrons.
10. All hotels, motels, and extended-stay hotels must provide and maintain quality running hard-wired smoke detectors or smoke alarms in all rooms and common areas for the duration of the hotel, motel, and extended-stay hotel's existence.
11. All hotels, motels, and extended-stay hotels may have portable convenience appliances, except for toaster ovens. Portable convenience appliances are defined as devices that are designed for household tasks and can be easily relocated.
12. All hotels, motels, and extended-stay hotels must provide daily housekeeping services with all standard room rates. Cleaning shall occur at least every 48 hours and must include the changing of linens prior to any incoming guest. Cleaning services must be logged and kept for a minimum of six months. All cleaning logs must be accessible to City officials upon request.
13. All hotels, motels, and extended-stay hotels must maintain the cleanliness of common areas as required by law.

C. *Provisions Applicable to hotels and motels.*

1. No hotel or motel shall allow any person to occupy any of its guest rooms for more than thirty (30) consecutive days, nor more than sixty (60) total days during a 180-day period. Any guest who has resided for thirty (30) consecutive days at a hotel or motel must undergo a two-week (14-day) vacancy between stays before beginning any new rental agreement with said hotel or motel. A consecutive stay is constituted as an accommodation lasting longer than 24 hours beginning from check in date and ending on check out date at a hotel/motel. Individuals who check out and back in of their accommodations within 72-hours of their previous booking will incur time onto their original stay's length as one combined and continuous period. Any party who violates this provision is subjected to the penalties of this article; no room may again be rented, let or otherwise provided to

that same party or to any individual, firm, or entity that was a member of said party.

2. No hotel or motel may transition towards operating as an extended-stay hotel until it fully complies with all existing extended-stay hotel provisions, associated zoning ordinances, and be up to code.
3. Any property left in a room by a person or party that has checked out shall be removed by the operator of the hotel or motel and stored or otherwise disposed of in accordance with applicable laws.
4. Fixed cooking appliances and storage for food preparation shall not be available in any guest room at any hotel or motel. Fixed cooking appliances are considered devices which are designed to cook through the use of a stove top burner or hot plate, including but not limited to appliances such as stoves, ovens, and grills. Storage for food preparation appliances which help to preserve the freshness of food include but are not limited to, full-size refrigerators.

D. *Provisions Applicable to extended-stay hotels.*

1. Any guest who has resided for more than 180 consecutive days at an extended-stay hotel must at least undergo a 90-day vacancy between stays before beginning any new rental agreement with said extended-stay hotel. A consecutive stay is constituted as an accommodation lasting longer than 24 hours beginning from check in date and ending on check out date at an extended-stay hotel. Individuals who check out and back in of their accommodations within 72-hours of their previous booking will incur time onto their original stay's length as one combined and continuous period. Any party who violates this provision is subjected to the penalties of this article; no room may again be rented, let or otherwise provided to that same party or to any individual, firm, or entity that was a member of said party.
2. Each extended-stay hotel room intended or designed to be used, or which are used, rented, or hired out to be occupied by the public must contain fixed cooking appliances and storage for food preparation including, but not limited to, appliances such as full-size refrigerators, stoves, and ovens.

E. *Registration Record Keeping*

1. All hotels, motels, and extended-stay hotels must maintain daily written or electronic records of all rental agreements between the hotel, motel, or extended-stay hotel and all patrons and their guests.

2. All records must be kept for a minimum of 180 days after the rental agreement's termination.
3. All records must be available during regular business hours upon the request of City Enforcement Officials.
4. All records must, at a minimum, maintain the following for each patron and their guest:
 - (i) Legal name, phone number, and home address;
 - (ii) Room number assigned;
 - (iii) Date and time of arrival, scheduled departure, and actual departure;
 - (iv) The rate charged and amount collected for their room's rental;
 - (v) Payment method for each room; and
 - (vi) The make, model, year, color, license plate number, and license plate state of any vehicle which anticipates parking on the premises.
5. All patrons and their guests must present valid photo identification to rent a room at any hotel, motel, or extended-stay hotel. Valid photo identification may include a legally issued document such as a current driver's license, military identification card, state identification card, or passport. A copy of the presented identification must be kept for a minimum of 180-days after their check out date. Any hotel, motel, or extended-stay operator who does not verify the identification of a patron and their guests or approves lodging services without proper identification shall be in violation of this article.
6. It shall be unlawful for any hotel, motel, or extended-stay hotel to accept any illegitimate form of identification from any patron or guest, or to falsify any identification documentation and information needed for lodging registration.

F. *Safety*

1. Any hotel, motel, or extended-stay hotel must report any suspicious or unlawful activity to City Enforcement Officials.
2. It is the responsibility of all hotels, motels, and extended-stay hotels to inform any patron and guests that loitering by visitors is prohibited as required by the law.

3. All exterior doors, apart from the lobby doors or doors otherwise approved by the Enforcement Official, must be locked between the hours of 10:00 p.m. and 6:00 a.m. and must possess equipment that will notify the hotel, motel, or extended-stay hotel security or other employees a door has been opened. In addition, all doors must possess panic hardware to allow for emergency egress, which must be approved by Enforcement Officials. Furthermore, all exterior doors shall be maintained and readily accessible for emergency access by the Fire Department.
4. Any hotel, motel, or extended-stay hotel must provide and maintain security in its parking area. This may include a live patrol guard, fencing consistent with the zoning code, or other security measure approved in writing by the City Enforcement Official.
5. All hotels, motels, and extended-stay hotels must install a video surveillance system and/or ensure that any previously installed video surveillance systems are deemed compliant by the City Enforcement Official. All assessments must be requested by the hotel, motel, or extended-stay hotel within the 180-day compliance period as required in Section 3 of this Ordinance.
6. All video surveillance systems shall be active and functioning 24 hours a day, seven days a week, and recorded footage must be retained for a minimum of 30 days.
7. All hotels, motels, and extended-stay hotels must dedicate at least one video surveillance camera to all common spaces, including but not limited to lobbies, entrances/exits, hallways, and parking lots. Placement of cameras must be approved by the City Enforcement Official.
8. All employees and customers must be notified of the video surveillance system by displaying the system's notice of approval in a bona-fide common area.
9. Video surveillance systems shall be subject to regular inspection by the City Enforcement Official to determine conformity under this section. If the video surveillance system does not conform, the hotel, motel, or extended-stay hotel must immediately rectify the compliance violation.
10. All patrons and guests who desire to park a vehicle on the premises of any hotel, motel, or extended-stay hotel, must register their vehicle upon initial registration and any time after. Vehicle registrations must be recorded as stated in Subsection E4-6.
11. Any registered vehicle must be provided with a placard that must at all times be easily visible from outside the vehicle by any bystander. The placard

must contain the establishment's name, vehicle registration number, and check-out date at a minimum.

G. *Enforcement*

1. All common areas and unoccupied rooms within any hotel, motel, or extended-stay hotel are subject to inspection by City Enforcement Officials.
2. City Enforcement Officials shall have the responsibility for the enforcement of this section.
3. If such structure or premises is occupied, City Enforcement Officials, shall present credentials to the occupant and request entry. If entry is refused by occupant, City Enforcement Officials shall have recourse to the remedies provided by law to secure entry. If such structure or premises is unoccupied, City Enforcement Officials shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused by the owner or other person having charge or control of the structure, City Enforcement Officials shall have recourse to all methods of entry allowed by law, and the owner and responsible party shall be in violation of this article and subject to punishment under section 1-13 of this Code.

H. *Unlawful Operation/Violation Penalties*

1. Any hotel, motel, or extended-stay hotel witnessing an entity violating the provisions of this article shall immediately ask that entity to leave the premises. If voluntary removal is not achieved, the Saginaw Police Department shall be notified to assist in the eviction and/or removal of that entity.
2. Any hotel, motel, or extended-stay hotel operated, conducted or maintained contrary to the provisions of this article may be declared to be unlawful and a public nuisance. The City may, in addition to or in lieu of all other remedies, commence actions or proceedings for abatement, removal or enjoinder thereof, in the manner provided by state law and this Code.
3. A nuisance may be abated upon any provision violation.
4. Any violator of the provisions of this article shall be fined not more than two thousand dollars (\$2,000.00) for each offense."

SECTION 2.

Section 12-2 "Definitions" of Article 12 "Definitions" is hereby amended by amending the definitions of Appendix A of the Code of Ordinances, the Zoning Regulations of the City of Saginaw, Texas, by amending "Extended-stay hotel/motel" and "Hotel, Motel" to read as follows:

Extended-Stay Hotel Motel. Any building containing five or more guest rooms intended, designed, or utilized for sleeping purposes by transient guests, including for stays in excess of thirty (30) consecutive days, or more than sixty (60) days during a 180-day period, which contain fixed cooking appliances.

Hotel/Motel. A building, or portion thereof, in which five or more guest rooms intended, designed, or utilized for sleeping purposes by transient guests for a period of less than thirty (30) consecutive days with a two-week (14-day) vacancy between stays, or for less than sixty (60) total days in any one-hundred and eighty (180) day period, for compensation.

SECTION 3.

All hotels, motels and extended-stay hotels existing upon the effective date of this Ordinance shall have one-hundred and eighty (180) days from the effective date of this Ordinance to either cease operations or fully comply with all provisions of this Ordinance.

SECTION 4.

This Ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code and Zoning Regulations 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 5.

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, 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 of decree of any court of competent jurisdiction, such as 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 6.

Any person, firm or corporation who violates, disobeys, omits, neglects, 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 not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of the Zoning Regulations of the City that have accrued at the time of the effective date of this Ordinance; and, as to such accused 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 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.

SECTION 9.

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 10.

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 the ____ day of _____, 2021.

TODD FLIPPO, MAYOR

ATTEST:

JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

BRYN MEREDITH, CITY ATTORNEY



DATE: July 13, 2021

TO: Chairman and Members of the Planning and Zoning Commission

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

A handwritten signature in blue ink, appearing to read "Rick Trice", is positioned to the right of the "FROM:" line.

SUBJECT: AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND SECTION 7-2 CARPORT OVERLAY DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

Sec. 7-2 of the Zoning Ordinance regulates the construction of carports. The section contains a defined "Carport Overlay District" where carports are allowed. Carports outside of the district are expressly prohibited.

On March 19, 2021, City Council adopted Ordinance 2021-07 allowing carports outside of the overlay district for a Public safety facility, police and fire, located in a Community Facility (CF) zoning district.

The City has received a request from the developer of a multifamily development to consider allowing car ports within the facility. Multifamily development may or may not have covered parking provided by garages. The proposed ordinance amendment will allow the use of carports to provide protection of tenant's vehicles from weather.

The ordinance is proposed to be amended to read as follows:

"Sec. 7-2. - Carport overlay district.

The city has established a carport overlay district wherein a carport is permitted, subject to the regulations contained herein. The city expressly prohibits carports within any area outside of the carport overlay district, with the exception that carports are permitted outside of the carport overlay district on property zoned:

1. Community Facilities (CF) and used as a *Public Safety Facility, Police and Fire*, according to the regulations contained herein.
2. Zoned Multi-Family (MF1, MF2) and used as a *Multi-Family Dwelling*, as that term is defined in Section 12-2 of this Appendix A.”

The remaining provisions under Section 7-2 will remain unchanged.

If you have any questions, please let me know.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
23755	87937	Print Legal Ad - IPL0029606		\$513.16	1	271

Attention: Rick Trice

CITY OF SAGINAW
PO BOX 79070
FORT WORTH, TX 761790070

City of Saginaw Public Notice
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on July 13, 2021 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations and definitions for Section 7-2 Carport Overlay District. A Public Hearing will be conducted by the Saginaw City Council 6:00 p.m. on July 20, 2021, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.

**FINAL ACTION IS TAKEN BY
CITY COUNCIL ON PUBLIC
HEARING CASES.**

Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500
IPL0029606
Jun 24 2021

THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

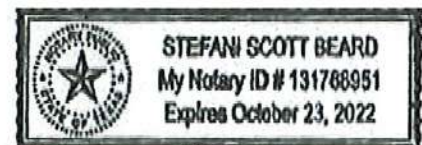
No. of Insertions: 1

Beginning Issue of: 06/24/2021

Ending Issue of: 06/24/2021

Sworn to and subscribed before me this 24th day of June in the year of 2021

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND SECTION 7-2 CARPORT OVERLAY DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1.

That Article 7, Section 7-2. - Carport overlay district of Appendix A, "Zoning," to the Code of Ordinances of the City of Saginaw, is hereby amended to read as follows:

"Sec. 7-2. - Carport overlay district.

The city has established a carport overlay district wherein a carport is permitted, subject to the regulations contained herein. The city expressly prohibits carports within any area outside of the carport overlay district, with the exception that carports are permitted outside of the carport overlay district on property zoned:

1. Community Facilities (CF) and used as a *Public Safety Facility, Police and Fire*, according to the regulations contained herein.
2. Zoned Multi-Family (MF1, MF2) and used as a *Multi-Family Dwelling*, as that term is defined in Section 12-2 of this Appendix A."

The remaining provisions under Section 7-2 will remain unchanged.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

PASSED AND APPROVED ON THIS 20th DAY OF July, 2021.

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney

June 30, 2021	CITY OF SAGINAW PUBLIC WORKS REPORT TO CITY MANAGER		
Name of Development	Developer	# of Lots	Status
Willow Vista Phase 3A	Mearl McBee	47	45 permits issued for new homes.
Willow Vista Phase 3C	Mearl McBee	74	34 permits issued for new homes
Capital Projects:			
Name of Project	Status	Estimated Date of Completion	Comments:
East Bailey Boswell Rd reconstruction Phase III Overpass	Construction under way	Fall 2021	Construction began 8/10/2020. 60% complete.
W. J. Boaz and Old Decatur Road Intersection Construction	Notice to Proceed issued.	2021	Construction underway. 36% complete.
N Old Decatur design	90% plans under review	Pending Funding	90% design complete
Knowles Drive Phase 1	Design underway	April 2021	Design 90% complete
Knowles Drive Phase 2	Design underway	Pending	Anticipated design completion Spring 2021
Knowles Drive Phase 3	Design underway	Pending	Anticipated design completion Spring 2021
NW Booster Pump IPO	IPO Approved 1/5/2021	Pending	Design underway (Approximately 60%)
Saginaw Blvd 16" Water Line Phase 2	Under construction	Fall 2021	Construction is about 74% complete
Street Maintenance Fund Projects:			
Name of Project	Status	Estimated Date of Completion	Comments:
East McLeroy Reconstruction	Awaiting availability of County staff to complete	August 2021	Complete with exception of spot repairs east of Lavonne Lane
Building and Inspections:			
Building Permits	Location	Status	Comments
Saginaw Health Care & Rehab	848 W. McLeroy Blvd	Permit issued	53,249 SF, \$6,796,000 care facility. Permit issued, under construction
All Storage	1416 N Old Decatur Rd	Permit issued	Under construction
7-Eleven Convenience Store	1150 Longhorn Rd	Permit Issued	Permit Issued
Industrial Outdoor Ventures	1341 Jarvis Rd	Permit issued	Awaiting as-builts.
Chipotle	1424 N Old Decatur Rd	Building Plans Submitted	Shell building permit issued.

Franklin Office Complex	Belmont Street	Permit Issued	Under construction
Planet Fitness	SWC Saginaw Blvd & Palomino	C/O Issued	complete
Bright Living (Independent Living)	824 W McLeroy Blvd	Permit Issued	Under construction
Fire Station No. 1	700 W McLeroy	Permit Issued	Under construction
Prose Alliance Blue Mound Rd	1350 N. Blue Mound Rd	Permit Issued	Under construction
BOA			
Applicant	Location	Status	Comments
Planning & Zoning	Location	Status	Comments
Beltmill Planned Development	NE corner Saginaw Blvd and E Bailey Boswell Rd	Council Approved 4/20/2021	Final PD, Development plan and Preliminary Plat approved by Council 4/20/21
The Square Final Plat and Civil Construction Plans	North and West of Wal-Mart	Pending	Resolution for LOSA approved 1/5/21, P&Z recommended approval of final plat 1/12/21. Saginaw Square Blvd and TxDot improvement advertised for construction on 6/15/21.
The Grand At Saginaw	Beltmill Multi Family Development	Site Plan Approved 4/20/21	Site plan approved by Council 4/20/21
Zoning Ordinance Amendment Carport Overlay Requirements for MF		Pending	Scheduled for P&Z 7/13 and CC 7/20
Villas at Willow Creek HHS Residential, LLC 5601 Democracy Dr Suite 300 Plano, Tx 75024	South of McLeroy, West of Woodcrest Dr.	Re-Scheduled for P&Z on 6/8/21 and City Council 6/15/21	P&Z recommended denial to change zoning on 20.85 acres from NC & MF1 to Planned Development (PD) CC continued to 7/20/2021
Zoning Ordinance Amendment Regulating Extended Stay Hotels		Pending	Scheduled for P&Z 7/13 and CC 7/20
Code Enforcement	Location		Comments
City of Saginaw	345 N. Saginaw Blvd	Abatement to remove building underway	Owner volunteered agreement
TXDOT Issues	Location	Status	Comments
Asphalt Overlay	Saginaw Blvd, city limit to city limit	Projected Completion April 2021	Underway.

City Council Considerations			
Miscellaneous Items	Status	Completion Date	Comments
Water Resiliency and Response IPO	Approved 1/5/2021	Jun-21	Draft study submitted for review May 2021
City Comprehensive Plan	IPO Approved 1/5/2021	Underway	Workshop conducted with P&Z 3/9/21

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

APRIL 2021

C/O ISSUED THIS MONTH						
DATE	NAME	ADDRESS	PERMIT #	IWORQ	CERTIFICATE	
4/9/21	DOG HOUSE	209 MCCLEROY BLVD E A	CO-17-20/21	4/9/21	4/9/21	
4/26/21	TAKE 5 EXPRESS CARWASH	1017 SAGINAW BLVD N	CO-18-20/21	4/26/21	4/27/21	
4/26/21	MERCURY G S E RENTALS LLC	905 COOK LN	CO-19-20/21	4/26/21	4/27/21	
4/28/21	DYNEVOER EXPRESS	612 BURLINGTON RD	CO-20-20/21	4/28/21	4/29/21	
DATE	NAME	ADDRESS	PERMIT #	COMMENTS		
COM/IND OPEN BUILDING PERMITS						
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS	
4/28/17	MILLER MILLING	221 FAIRMOUNT ST S	20546	NEW BUILDING	NEW FLOUR MILL	
7/9/18	U F P	444 SANSOM BLVD	23101	ACCESSORY	DETACHED ACCESSORY TO STORE RAW MATERIALS	
7/27/18	U F P	444 SANSOM BLVD	23228	ADDITION	ADDITION TO EXISTING BUILDING FOR STORAGE	
1/24/19	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	23714	REMODEL	REMODEL	
7/10/19	VIBRANT CHURCH	228 BELMONT ST	26471	REMODEL	REMODEL STAGE AREA	
9/11/19	T MOBILE	203 BAILEY BOSWELL RD E	26872	REMODEL	UPGRADE ANTENNA	
10/23/19	SPRINT	300 OLD DECATUR RD N A	27135	REMODEL	UPGRADE ANTENNA & EXPAND WALL	
4/23/20	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	29805	JOB TRAILER	JOB TRAILER FOR NEW FOOTBALL FIELD	
7/21/20	T MOBILE	620 PARK CENTER BLVD	30694	REMODEL	ANTENNA UPGRADE	
9/11/20	TBD	209 BELMONT ST S BLDG 1	30692	NEW BUILDING	NEW COMMERCIAL BUILDING	
9/21/20	PLANET FITNESS	608 SAGINAW BLVD	30654	NEW BUILDING	NEW BUILDING	
9/29/20	PLANET FITNESS	608 SAGINAW BLVD	30568	REMODEL	INTERIOR FINISH OUT	
10/1/20	STEELE FOLSOM MARTIN INC	940 BLUE MOUND RD S	31220	REMODEL	REMODEL COMMERCIAL SPACE	
10/1/20	STEELE FOLSOM MARTIN INC	952 BLUE MOUND RD S	31221	REMODEL	REMODEL COMMERCIAL SPACE	
10/28/20	AGGREGATE CAPITAL & DEVELOPMENT	800 BLUE MOUND RD S	31257	REMODEL	ADDITION OF RESTROOM & STORAGE AREA	
11/12/20	FUEL CITY SAGINAW	1080 BLUE MOUND RD	30564	PAVING	EXPANSION OF PARKING LOT	
11/13/20	D F W PLASTICS	901 INDUSTRIAL AVE E	31381	REMODEL	ADDITION OF 3 RESTROOMS	
12/10/20	GREAT WESTER INN	5317 BLUE MOUND RD S	32417 - 32454	REMODEL	MISC REPAIR IN 38 ROOMS	
12/17/20	ATTEBURY GRAIN INC	624 BURLINGTON RD	31657	NEW BUILDING	RAIL CAR LOADING BUILDING	
12/29/20	SBA COMMUNICATIONS	124 OPAL ST - ANTENNA	31672	REMODEL	UPGRADE EQUIPMENT	
12/30/20	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	31219	NEW BUILDING	3 STORY SELF STORAGE BUILDING	
1/5/21	M L HEALTHCARE	848 MCCLEROY BLVD W	29305	NEW BUILDING	NEW SKILLED NURSING FACILITY	
1/5/21	WELLS FARGO ATM	504 SAGINAW BLVD S	31166	REMODEL	EXTERIOR LIGHTING UPGRADE	
1/7/21	T S C A - 253 LP	1453 SAGINAW BLVD N	31502	PAVING	CONCRETE REPAIRS	
1/12/21	ART NAILS	1029 SAGINAW BLVD D 3	31655	REMODEL	INTERIOR REMODEL	
2/9/21	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	33092	RETAINING WALL	RETAINING WALL	
2/10/21	BRIGHT LIVING SAGINAW	824 MCCLEROY BLVD W	31265	NEW BUILDING	22 WOOD FRAMED COTTAGE UNITS	
3/5/21	SAGINAW KIDS DENTISTRY	600 BAILEY BOSWELL RD E 100	33105	REMODEL	FINISH OUT FOR DENTAL OFFICE	
3/5/21	CHISHOLM RIDGE PET HOSPITAL	1100 BLUE MOUND RD N 150	32489	REMODEL	COMBINE SUITE 160 & 150	
3/12/21	ENDLESS DISCOVERIES	823 TOWNE CT	33598	REMODEL	DRYWALL REPAIR	
3/29/21	ENDLESS DISCOVERIES	823 TOWNE CT	33755	REMODEL	INTERIOR REMODEL	
3/30/21	COMMUNITY LINK MISSION	300 BELMONT ST	33772	ADDITION	BUILDING ADDITION - COVERED DOCK	

COMMERCIAL BUILDING REPORT

COM/IND BUILDING PERMITS ISSUED THIS MONTH

DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
4/5/21	COMMUNITY LINK MISSION	300 BELMONT ST	31543	ADDITION	BUILDING ADDITION
4/6/21	DYNEVOER EXPRESS INC	612 BURLINGTON RD	33913	REMODEL	INSTALL OVERHEAD DOOR
4/9/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33109	NEW BUILDING	NEW SHELL BUILDING
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	31328	NEW COMPLEX	NEW 270 UNIT APARTMENT COMPLEX
4/14/21	CRESTVIEW PRINTING	113 GREEN AVE W	33991	ACCESSORY	REMODEL OF TRASH BIN
4/14/21	K & H TRUCKWELD	1300 INDUSTRIAL AVE E	34093	REMODEL	INSTALL OVERHEAD DOOR
4/14/21	CITY OF SAGINAW - BUILDING	301 SAGINAW BLVD S	34195	REMODEL	REMODEL OF EXTERIOR RESTROOMS
4/19/21	7 ELEVEN	OLD DECATUR RD & LONGHORN	31128	NEW BUILDING	NEW COMMERCIAL BUILDING
4/23/21	WAL MART	1401 SAGINAW BLVD N	33467	REMODEL	INTERIOR REMODEL
4/28/21	PALOMINO SOUTHERN LTD	532 SAGINAW BLVD S	34298	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS TO BE PICKED UP					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
2/1/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33111	REMODEL	FINISH OUT
2/22/21	QUIKTRIP 988	1100 BLUE MOUND RD S	33337	REMODEL	INTERIOR REMODEL
4/13/21	MCDANIEL	829 TOWNE CT	34143	REMODEL	INTERIOR REMODEL
BUILDING PERMITS IN PLAN REVIEW					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
11/18/20	THE DEPOT	BELMONT ST S	31601	NEW BUILDING	NEW COMMERCIAL BUILDING
3/23/21	CITY OF SAGINAW - FIRE STATION	700 MCCLEROY BLVD W	33883	NEW BUILDING	NEW FIRE STATION
3/30/21	WHATABURGER INC 492	5455 BLUE MOUND RD S	33927	REMODEL	BUILDING REMODEL
CLOSED PROJECTS					
11/30/20	WAL MART	1401 SAGINAW BLVD N	31500	REMODEL	REMODEL OF RESTROOMS
12/8/20	BLUE MOUND DONUTS	1100 BLUE MOUND RD N 110	31084	REMODEL	INTERIOR REMODEL
2/1/21	CREATIVE INNOVATIONS	1001 KENNEDY LN 210	32824	REMODEL	INTERIOR REMODEL
4/19/21	CERNIGLIA VENTURES LLC	816 TOWNE CT 300	33905	REMODEL	INTERIOR REMODEL

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

MAY 2021

C/O ISSUED THIS MONTH						
DATE	NAME	ADDRESS	PERMIT #	IWORQ	CERTIFICATE	
5/11/21	REGAL STAFFING SERVICES	1200 BLUE MOUND RD S 130	CO-21-20/21	5/11/21	5/14/21	
5/21/21	ROYAL SMOKE SHOP	1453 SAGINAW BLVD N 110	CO-23-20/21	5/24/21	5/25/21	
5/24/21	5 TH GEN WOODWORKS LLC	1000 KENNEDY LN 111	CO-24-20/21	5/24/21	5/25/21	
5/24/21	5 TH GEN WOODWORKS LLC II	1000 KENNEDY LN 105	CO-25-20/21	5/24/21	5/25/21	
TEMP C/O						
DATE	NAME	ADDRESS	PERMIT #	COMMENTS		
5/13/21	PLANET FITNESS	608 SAGINAW BLVD S	CO-22-20/21			
COM/IND OPEN BUILDING PERMITS						
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS	
4/28/17	MILLER MILLING	221 FAIRMOUNT ST S	20546	NEW BUILDING	NEW FLOUR MILL	
7/9/18	U F P	444 SANSOM BLVD	23101	ACCESSORY	DETACHED ACCESSORY TO STORE RAW MATERIALS	
7/27/18	U F P	444 SANSOM BLVD	23228	ADDITION	ADDITION TO EXISTING BUILDING FOR STORAGE	
1/24/19	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	23714	REMODEL	REMODEL	
7/10/19	VIBRANT CHURCH	228 BELMONT ST	26471	REMODEL	REMODEL STAGE AREA	
9/11/19	T MOBILE	203 BAILEY BOSWELL RD E	26872	REMODEL	UPGRADE ANTENNA	
10/23/19	SPRINT	300 OLD DECATUR RD N A	27135	REMODEL	UPGRADE ANTENNA & EXPAND WALL	
4/23/20	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	29805	JOB TRAILER	JOB TRAILER FOR NEW FOOTBALL FIELD	
7/21/20	T MOBILE	620 PARK CENTER BLVD	30694	REMODEL	ANTENNA UPGRADE	
9/11/20	TBD	209 BELMONT ST S BLDG 1	30692	NEW BUILDING	NEW COMMERCIAL BUILDING	
9/29/20	PLANET FITNESS	608 SAGINAW BLVD	30568	REMODEL	INTERIOR FINISH OUT	
10/1/20	STEELE FOLSOM MARTIN INC	940 BLUE MOUND RD S	31220	REMODEL	REMODEL COMMERCIAL SPACE	
10/1/20	STEELE FOLSOM MARTIN INC	952 BLUE MOUND RD S	31221	REMODEL	REMODEL COMMERCIAL SPACE	
10/28/20	AGGREGATE CAPITAL & DEVELOPMENT	800 BLUE MOUND RD S	31257	REMODEL	ADDITION OF RESTROOM & STORAGE AREA	
11/12/20	FUEL CITY SAGINAW	1080 BLUE MOUND RD	30564	PAVING	EXPANSION OF PARKING LOT	
11/13/20	D F W PLASTICS	901 INDUSTRIAL AVE E	31381	REMODEL	ADDITION OF 3 RESTROOMS	
12/10/20	GREAT WESTER INN	5317 BLUE MOUND RD S	32417 - 32454	REMODEL	MISC REPAIR IN 38 ROOMS	
12/17/20	ATTEBURY GRAIN INC	624 BURLINGTON RD	31657	NEW BUILDING	RAIL CAR LOADING BUILDING	
12/29/20	SBA COMMUNICATIONS	124 OPAL ST - ANTENNA	31672	REMODEL	UPGRADE EQUIPMENT	
12/30/20	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	31219	NEW BUILDING	3 STORY SELF STORAGE BUILDING	
1/5/21	M L HEALTHCARE	848 MCCLEROY BLVD W	29305	NEW BUILDING	NEW SKILLED NURSING FACILITY	
1/5/21	WELLS FARGO ATM	504 SAGINAW BLVD S	31166	REMODEL	EXTERIOR LIGHTING UPGRADE	
1/7/21	T S C A - 253 LP	1453 SAGINAW BLVD N	31502	PAVING	CONCRETE REPAIRS	
1/12/21	ART NAILS	1029 SAGINAW BLVD D 3	31655	REMODEL	INTERIOR REMODEL	
2/9/21	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	33092	RETAINING WALL	RETAINING WALL	
2/10/21	BRIGHT LIVING SAGINAW	824 MCCLEROY BLVD W	31265	NEW BUILDING	24 WOOD FRAMED COTTAGE UNITS	
2/10/21	BRIGHT LIVING SAGINAW	824 MCCLEROY BLVD W	34034 - 34057	REMODEL	FINISH OUT OF EACH UNIT	
3/5/21	CHISHOLM RIDGE PET HOSPITAL	1100 BLUE MOUND RD N 150	32489	REMODEL	COMBINE SUITE 160 & 150	
3/5/21	SAGINAW KIDS DENTISTRY	600 BAILEY BOSWELL RD E 100	33105	REMODEL	FINISH OUT FOR DENTAL OFFICE	
3/12/21	ENDLESS DISCOVERIES	823 TOWNE CT	33598	REMODEL	DRYWALL REPAIR	
10/20/92	ASHTON APARTMENTS	681 SAGINAW BLVD N	33897	ADDITION	FAÇADE IN FRONT OF OFFICE	
3/29/21	ENDLESS DISCOVERIES	823 TOWNE CT	33755	REMODEL	INTERIOR REMODEL	
3/30/21	COMMUNITY LINK MISSION	300 BELMONT ST	33772	ADDITION	BUILDING ADDITION - COVERED DOCK	
4/5/21	COMMUNITY LINK MISSION	300 BELMONT ST	31543	ADDITION	BUILDING ADDITION	
4/6/21	DYNEVOER EXPRESS INC	612 BURLINGTON RD	33913	REMODEL	INSTALL OVERHEAD DOOR	
4/9/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33109	NEW BUILDING	NEW SHELL BUILDING	

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

MAY 2021

4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	31328	NEW COMPLEX	NEW 270 UNIT APARTMENT COMPLEX
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	34386 - 34855	REMODEL	FINISH OUT OF EACH UNIT
4/14/21	CRESTVIEW PRINTING	113 GREEN AVE W	33991	ACCESSORY	REMODEL OF TRASH BIN
4/14/21	K & H TRUCKWELD	1300 INDUSTRIAL AVE E	34093	REMODEL	INSTALL OVERHEAD DOOR
4/14/21	CITY OF SAGINAW - BUILDING	301 SAGINAW BLVD S	34195	REMODEL	REMODEL OF EXTERIOR RESTROOMS
4/19/21	7 ELEVEN	1150 LONGHORN RD	31128	NEW BUILDING	NEW COMMERCIAL BUILDING
4/23/21	WAL MART	1401 SAGINAW BLVD N	33467	REMODEL	INTERIOR REMODEL
4/28/21	PALOMINO SOUTHERN LTD	532 SAGINAW BLVD S	34298	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS ISSUED THIS MONTH					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
5/10/21	A T & T AUTHORIZED RETAILER	923 SAGINAW BLVD N 100	34694	REMODEL	INTERIOR REMODEL
5/18/21	MCDANIEL	829 TOWNE CT	34143	REMODEL	INTERIOR REMODEL
5/25/21	T MOBILE	1453 SAGINAW BLVD N 100	34794	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS TO BE PICKED UP					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
2/1/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33111	REMODEL	FINISH OUT
2/22/21	QUIKTRIP 988	1100 BLUE MOUND RD S	33337	REMODEL	INTERIOR REMODEL
3/23/21	CITY OF SAGINAW - FIRE STATION 1	700 MCCLEROY BLVD W	33883	NEW BUILDING	NEW FIRE STATION
4/19/21	AMERICAN NATIONAL BANK	825 SAGINAW BLVD N	34177	REMODEL	REMODEL AFTER STORM
4/21/21	S A C	5323 BLUE MOUND RD S	34321	REMODEL	ANTENNA UPGRADE
5/5/21	A T & T MOBILITY	1120 WATSON RD S	34321	REMODEL	ANTENNA UPGRADE
5/25/21	DISH WIRELESS	955 KENNEDY LN 300	34874	REMODEL	ANTENNA UPGRADE
BUILDING PERMITS IN PLAN REVIEW					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
11/18/20	THE DEPOT	BELMONT ST S	31601	NEW BUILDING	NEW COMMERCIAL BUILDING
3/30/21	WHATABURGER INC 492	5455 BLUE MOUND RD S	33927	REMODEL	BUILDING REMODEL
5/11/21	FASHION HAIR DESIGN	204 W J BOAZ RD	34751	REMODEL	INTERIOR REMODEL
5/17/21	BALLARD FAMILY DENTAL	701 BAILEY BOSWELL RD W	34802	ADDITION	ADD SECOND FLOOR & FIRE SPRINKLERS
5/27/21	TALKING TADPOLES	833 TOWNE CT	34889	REMODEL	INTERIOR REMODEL
CLOSED PROJECTS					

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

JUNE 2021

C/O ISSUED THIS MONTH						
DATE	NAME	ADDRESS	PERMIT #	IWORQ	CERTIFICATE	
6/3/21	SAGINAW LIQUIDATION SALES	532 SAGINAW BLVD N	CO-26-20/21	6/3/21	6/17/21	
6/10/21	AFRICAN GAME INDUSTRIES INC	1000 KENNEDY LN 112	CO-27-20/21	6/10/21	6/17/21	
6/18/21	FOUNDATION BUILDING MATERIALS LLC	1324 INDUSTRIAL AVE E	CO-28-20/21	6/18/21	6/22/21	
6/21/21	CORE REHAB	816 TOWNE CT 300	CO-29-20/21	6/21/21	6/22/21	
6/21/21	METROPLEX BACKHOE SERVICE LLC	1001 KENNEDY LN 4 420	CO-30-20/21	6/21/21	6/22/21	
6/22/21	ART NAILS	1029 SAGINAW BLVD N D 3	CO-31-20/21	6/22/21	6/24/21	
6/22/21	KOSHKIL NORTH AMERICA INC	1000 KENNEDY LN 107	CO-32-20/21	6/22/21	6/24/21	
6/24/21	RIVER CHURCH	420 GREEN AVE W	CO-33-20/21	6/24/21	6/24/21	
TEMP C/O						
DATE	NAME	ADDRESS	PERMIT #	COMMENTS		
5/13/21	PLANET FITNESS	608 SAGINAW BLVD S	CO-22-20/21			
COM/IND OPEN BUILDING PERMITS						
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS	
4/28/17	MILLER MILLING	221 FAIRMOUNT ST S	20546	NEW BUILDING	NEW FLOUR MILL	
7/9/18	U F P	444 SANSOM BLVD	23101	ACCESSORY	DETACHED ACCESSORY TO STORE RAW MATERIALS	
7/27/18	U F P	444 SANSOM BLVD	23228	ADDITION	ADDITION TO EXISTING BUILDING FOR STORAGE	
1/24/19	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	23714	REMODEL	REMODEL	
7/10/19	VIBRANT CHURCH	228 BELMONT ST	26471	REMODEL	REMODEL STAGE AREA	
9/11/19	T MOBILE	203 BAILEY BOSWELL RD E	26872	REMODEL	UPGRADE ANTENNA	
10/23/19	SPRINT	300 OLD DECATUR RD N A	27135	REMODEL	UPGRADE ANTENNA & EXPAND WALL	
4/23/20	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	29805	JOB TRAILER	JOB TRAILER FOR NEW FOOTBALL FIELD	
7/21/20	T MOBILE	620 PARK CENTER BLVD	30694	REMODEL	ANTENNA UPGRADE	
9/11/20	TBD	209 BELMONT ST S BLDG 1	30692	NEW BUILDING	NEW COMMERCIAL BUILDING	
9/29/20	PLANET FITNESS	608 SAGINAW BLVD	30568	REMODEL	INTERIOR FINISH OUT	
10/1/20	STEELE FOLSOM MARTIN INC	940 BLUE MOUND RD S	31220	REMODEL	REMODEL COMMERCIAL SPACE	
10/1/20	STEELE FOLSOM MARTIN INC	952 BLUE MOUND RD S	31221	REMODEL	REMODEL COMMERCIAL SPACE	
10/28/20	AGGREGATE CAPITAL & DEVELOPMENT	800 BLUE MOUND RD S	31257	REMODEL	ADDITION OF RESTROOM & STORAGE AREA	
11/12/20	FUEL CITY SAGINAW	1080 BLUE MOUND RD	30564	PAVING	EXPANSION OF PARKING LOT	
11/13/20	D F W PLASTICS	901 INDUSTRIAL AVE E	31381	REMODEL	ADDITION OF 3 RESTROOMS	
12/10/20	GREAT WESTER INN	5317 BLUE MOUND RD S	32417 - 32454	REMODEL	MISC REPAIR IN 38 ROOMS	
12/17/20	ATTEBURY GRAIN INC	624 BURLINGTON RD	31657	NEW BUILDING	RAIL CAR LOADING BUILDING	
12/29/20	SBA COMMUNICATIONS	124 OPAL ST - ANTENNA	31672	REMODEL	UPGRADE EQUIPMENT	
12/30/20	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	31219	NEW BUILDING	3 STORY SELF STORAGE BUILDING	
1/5/21	M L HEALTHCARE	848 MCLEROY BLVD W	29305	NEW BUILDING	NEW SKILLED NURSING FACILITY	
1/5/21	WELLS FARGO ATM	504 SAGINAW BLVD S	31166	REMODEL	EXTERIOR LIGHTING UPGRADE	
1/7/21	T S C A - 253 LP	1453 SAGINAW BLVD N	31502	PAVING	CONCRETE REPAIRS	
2/9/21	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	33092	RETAINING WALL	RETAINING WALL	
2/10/21	BRIGHT LIVING SAGINAW	824 MCLEROY BLVD W	31265	NEW BUILDING	24 WOOD FRAMED COTTAGE UNITS	
2/10/21	BRIGHT LIVING SAGINAW	824 MCLEROY BLVD W	34034 - 34057	REMODEL	FINISH OUT OF EACH UNIT	
3/5/21	SAGINAW KIDS DENTISTRY	600 BAILEY BOSWELL RD E 100	33105	REMODEL	FINISH OUT FOR DENTAL OFFICE	
3/12/21	ENDLESS DISCOVERIES	823 TOWNE CT	33598	REMODEL	DRYWALL REPAIR	
10/20/92	ASHTON APARTMENTS	681 SAGINAW BLVD N	33897	ADDITION	FAÇADE IN FRONT OF OFFICE	
3/29/21	ENDLESS DISCOVERIES	823 TOWNE CT	33755	REMODEL	INTERIOR REMODEL	
3/30/21	COMMUNITY LINK MISSION	300 BELMONT ST	33772	ADDITION	BUILDING ADDITION - COVERED DOCK	
4/5/21	COMMUNITY LINK MISSION	300 BELMONT ST	31543	ADDITION	BUILDING ADDITION	

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

JUNE 2021

4/6/21	DYNEVOER EXPRESS INC	612 BURLINGTON RD	33913	REMODEL	INSTALL OVERHEAD DOOR
4/9/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33109	NEW BUILDING	NEW SHELL BUILDING
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	31328	NEW COMPLEX	NEW 270 UNIT APARTMENT COMPLEX
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	34378 - 34384	NEW BUILDING	NEW 270 UNIT APARTMENT COMPLEX
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	34386 - 34655	REMODEL	FINISH OUT OF EACH UNIT
4/14/21	CRESTVIEW PRINTING	113 GREEN AVE W	33991	ACCESSORY	REMODEL OF TRASH BIN
4/14/21	K & H TRUCKWELD	1300 INDUSTRIAL AVE E	34093	REMODEL	INSTALL OVERHEAD DOOR
4/14/21	CITY OF SAGINAW - BUILDING	301 SAGINAW BLVD S	34195	REMODEL	REMODEL OF EXTERIOR RESTROOMS
4/19/21	7 ELEVEN	1150 LONGHORN RD	31128	NEW BUILDING	NEW COMMERCIAL BUILDING
4/21/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	34306	NEW BUILDING	JOB TRAILER
4/23/21	WAL MART	1401 SAGINAW BLVD N	33467	REMODEL	INTERIOR REMODEL
4/28/21	PALOMINO SOUTHERN LTD	532 SAGINAW BLVD S	34298	REMODEL	INTERIOR REMODEL
5/18/21	MCDANIEL	829 TOWNE CT	34143	REMODEL	INTERIOR REMODEL
5/25/21	T MOBILE	1453 SAGINAW BLVD N 100	34794	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS ISSUED THIS MONTH					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
6/3/21	DISH WIRELESS	955 KENNEDY LN 300	34874	REMODEL	ANTENNA UPGRADE
6/10/21	CITY OF SAGINAW - FIRE STATION 1	700 MCCLEROY BLVD W	33883	NEW BUILDING	NEW FIRE STATION
6/11/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33111	REMODEL	FINISH OUT
6/16/21	ATOLL INVESTMENTS	1248 INDUSTRIAL AVE E	35025	REMODEL	ROOF
6/21/21	TALKING TADPOLES	833 TOWNE CT	34889	REMODEL	INTERIOR REMODEL
6/22/21	CITY OF SAGINAW - FIRE STATION 1	700 MCCLEROY BLVD W	35068	NEW BUILDING	JOB TRAILER
6/29/21	A T & T MOBILITY	1504 WAGLEY ROBERTSON RD	34915	REMODEL	ANTENNA UPGRADE
6/29/21	QUIKTRIP 988	1100 BLUE MOUND RD S	33337	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS TO BE PICKED UP					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
3/30/21	WHATABURGER INC 492	5455 BLUE MOUND RD S	33927	REMODEL	BUILDING REMODEL
4/19/21	AMERICAN NATIONAL BANK	825 SAGINAW BLVD N	34177	REMODEL	REMODEL AFTER STORM
4/21/21	S A C	5323 BLUE MOUND RD S	34321	REMODEL	ANTENNA UPGRADE
5/5/21	A T & T MOBILITY	1120 WATSON RD S	34321	REMODEL	ANTENNA UPGRADE
6/8/21	MCDONALDS	1165 SAGINAW BLVD N	34966	REMODEL	BUILDING REMODEL
6/24/21	RED AERO PACK MAIL SHIP	900 BLUE MOUND RD N 148	35078	REMODEL	COMBINE SUITE 144 & 148
BUILDING PERMITS IN PLAN REVIEW					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
5/11/21	FASHION HAIR DESIGN	204 W J BOAZ RD	34751	REMODEL	INTERIOR REMODEL
5/17/21	BALLARD FAMILY DENTAL	701 BAILEY BOSWELL RD W	34802	ADDITION	ADD SECOND FLOOR & FIRE SPRINKLERS
6/30/21	STEVEN BARBER INSURANCE	209 BELMONT ST S BLDG 1	35176	REMODEL	FINISH OUT
CLOSED PROJECTS					

PLANNING AND ZONING COMMISSION
2020-2021 CASE REPORT

CASE #	APPLICANT	LOCATION	REQUEST	PZ DATE	P&Z DECISION	CC DATE	CC DECISION
3/9/2021	Kimley Horn	Workshop	City of Saginaw Comprehensive Plan Update	03/09/21			
PZ 0421-01	Doug Powell	North of Bailey Boswell Road, East of 287, and West of Wagley Roberts	Change Zoning to a Planned Development for Beltmill	04/13/21	Recommended Approval	04/20/21	Approved
PZ 0421-02	Doug Powell	Same as above	Preliminary Plat for Beltmill	04/13/21	Recommended Approval	04/20/21	Approved
PZ 0421-03	Tod Finley	Lot 1, Block B, Beltmill Pla	Approval of Site Plan for The Grand Apartments		Recommended Approval	04/20/21	Approved
			approval of amendment to the zoning ordinance to add the use, Wineries		Recommended Approval		
PZ 0421-04	Rick Trice, City of Saginaw			04/13/21	Recommended Approval	04/20/21	Approved
					Continued until 6/8/21, Recommended denial at 6/8/21 meeting		
PZ 0521-01	Mayson Meier HHS Residential	South of W McLeroy, West of Woodcrest	Approval of Zoning change from NC & MFI to a Planned Development Villas of Willow Creek	05/11/21		06/15/21	CC continued until 7/20/21
			approval of amendment to the zoning ordinance to add the use, Breweries		Recommended Approval		
PZ 0521-02	Rick Trice, City of Saginaw			05/11/21	Recommended Approval	06/15/21	Approved

**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 MCCLEROY BOULEVARD
JULY 13, 2021**

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Member	Place No. 5	Jason LaBruyere
Director Public Works		Rick Trice
City Attorney		Lindsey Hale
Chief Building Official		Larry Little
Management Analyst		Susy Victor-Trevino
Management Analyst		John Cervantes
Management Analyst		Kevin Pantoja
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 4	Malinda Julien
Alternate Member	Alt. No. 1	Randy Villarreal
Alternate Member	Alt. No. 2	Brent Wooten

Visitors at the Meeting:

None

(1) Call to Order

Chairman Lewis called the meeting to order at 6:03 p.m.

(2) Roll Call to Establish Quorum

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

(3) Audience participation

This item was bypassed.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on June 8, 2021 were presented for approval. A motion was made by Vice Chairman Haney with a second by Member Barngrover to approve the minutes for June 8, 2021, 2021 as presented. Motion carried unanimously.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

(5) PZ 0721-01

Consideration And Action Regarding Approval Of A Final Plat For Beltmill Parkway and Millstone Road Right-Of-Way

DPW Trice reviewed the information included in the members' packets.

A motion was made by Member LaBruyere with a second by Vice Chairman Haney to recommend that the city council the final plat for Beltmill Parkway and Millstone Road Right of Way, being 9.112 acres out of the B Thomas Survey, Abstract No. 1497. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

(6) PZ 0721-02

Consideration And Action Regarding Approval Of A Final Plat For The Grand At Saginaw, Lot 1, Block B, Beltmill, Being 9.840 Acres In The B. Thomas Survey, Abstract No. 1497, City Of Saginaw

DPW Trice reviewed the information the members received in their packets regarding this plat. He reminded them that the Commission recommended approval and the City Council approved a site plan for this project in April of this year.

A motion was made by Vice Chairman Haney with a second by Member LaBruyere to recommend that the City Council approve the final plat for Grand at Saginaw, Lot 1, Block 1. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

(7) PZ 0721-03

PUBLIC HEARING

Consideration And Action Regarding An Amendment To The Zoning Ordinance (No. 2002-04), Amending Section 8-17 Of Article 8 "Supplemental District Regulations"; And Section 12-2 Of Article

12 “Definitions”; Providing A Deadline Compliance With The Regulations Set Forth Herein, Amending The Definitions Of Extended-Stay Hotel And Hotel/Motel

Chairman Lewis opened the Public Hearing at 6:16 p.m.

DPW Trice briefly explained this amendment and introduced Management Analysts Susy Victor-Trevino and John Cervantes.

Susy and John explained the details of this amendment with a power point presentation. They answered questions from the members.

Chairman Lewis closed the Public Hearing at 6:31 p.m.

A motion was made by Vice Chairman Haney with a second by Member Barngrover to recommend that the City Council approve this amendment to the Zoning Ordinance, Section 8-17 and 12-2 setting regulation and a definition for extended stay hotel/motel. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

**(8) PZ 0721-04 PUBLIC HEARING
Consideration And Action Regarding And Amendment To The Zoning Ordinance (No. 2002-04),
Amending Section 7-2, Carport Overlay District**

Chairman Lewis opened the Public Hearing at 6:32 p.m.

DPW Trice reviewed the information furnished in the members’ packets and explained that this amendment was requested by the multifamily developers to allow covered parking in Multi-Family Zoning Districts.

Member Lewis closed the Public Hearing at 6:34 p.m.

A motion was made by Member LaBruyere with a second by Member Barngrover to recommend that the City Council approve the amendment to the zoning ordinance, Section 7-2 Carport Overlay District. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

**(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.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

Chairman Lewis declared the meeting of July 13, 2021 closed at 6:43 p.m.

APPROVED:

Matthew Lewis, Chairman

ATTEST:

Mary Ragle, Recording Secretary



City of Saginaw

Meeting Date: 7/20/2021

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

Agenda Items: (7)

E-mail: rtrice@saginawtx.org

Phone: 817-230-0449

SUBJECT:

Consideration and Action regarding a Development Agreement with HHS Residential regarding exterior masonry and neighborhood setback requirements, on land described as approximately 20.8587 acres of land, and described as Abstract 1849, Tarrant County, Texas, out of the Alexander F. Albright Survey being all of that certain tract of land conveyed to Lorin Boswell, Jr. Enterprises, LLC by deed thereof filed for record in Tarrant County Clerk's Instrument D211060065, Official Public Records, Tarrant County, Texas located east of Old Decatur Road and south of W. McLeroy Blvd.

BACKGROUND/DISCUSSION:

The proposed Development Agreement was requested by HHS Residential. There will be representatives from HHS Residential present at the meeting to address any questions regarding the agreement.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") by and between the City of Saginaw, Texas (the "City") and HHS Residential, a Texas _____ (the "Developer"), each a "Party" and collectively the "Parties," is made and entered into to be effective on July 20, 2021 (the "Effective Date").

WITNESSETH

WHEREAS, the Developer intends to develop the Villas at Willow Creek (the "Project") consisting of approximately 20.8587 acres located in the City of Saginaw as more particularly described on **Exhibit A** (the "Property"); and

WHEREAS, the City and Developer wish to address issues related to the requested Planned Development zoning and the Project including architectural standards for development within the Project, establishing minimum setbacks from adjacent preexisting development, and providing for perimeter screening; and

WHEREAS, as a primary inducement for entering into this Agreement, the Developer desires to develop the Property such that the adjacent property owners are satisfied with the Project and withdraw a pending written protest of more than 20% of owners of real property within 200 feet of the Property.

NOW, THEREFORE, in consideration of the foregoing and for ten dollars and 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. Architectural Standards. The Project shall be developed in accordance with the architectural standards set forth in Exhibit "B" hereto ("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 consideration described herein shall constitute adequate consideration for such voluntary consent.
- b. Building Setbacks. The Project shall be constructed in accordance with the Development Plan, attached hereto as Exhibit "C," hereto. Construction shall be consistent with the building setbacks depicted in Exhibit "C."
- c. Perimeter Screening. The Developer agrees to install an eight foot (8') wood or masonry screening fence around the perimeter of the Project prior to allowing the occupancy of any dwelling constructed on the Property.

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., 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. 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.
11. 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:

HHS Residential

Attn: _____

12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. 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.
18. 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
 - Exhibit C Development Plan

[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 _____, 2021 by Todd Flippo, Mayor of the City of Saginaw, Texas, on behalf of the City of Saginaw, Texas.

Notary Public, State of Texas

DEVELOPER:

HHS Residential

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on this the ____ day of _____ 2021
by _____, the _____ of HHS Residential,
_____, on behalf of said company.

Notary Public, State of Texas

Exhibit A
Legal Description

Exhibit B
Architectural Standards

Exterior construction. Seventy-five percent (75%) of the exterior of the structure shall be masonry construction, exclusive of windows, doors, and dormers. For purposes of this Section, masonry construction shall mean that form of construction composed of brick, stone, concrete, hollow-clay tile, glass block, or combination of these materials laid up unit by unit and set in mortar.

Exhibit C
Development Plan



City of Saginaw

Meeting Date: 7/20/2021

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

Agenda Items: (8)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

PUBLIC HEARING - Consideration and Action regarding Ordinance No. 2021-14, an Ordinance Amending Ordinance No. 2002-04, as amended, The Zoning Regulations of the City of Saginaw, Texas by amending Section 8-17 of Article 8 "Supplemental District Regulations"; and Section 12-2 of Article 12 "Definitions"; providing a deadline for compliance with the regulations set forth herein; amending the Definitions of Extended-Stay Hotel and Hotel/Motel

BACKGROUND/DISCUSSION:

The City of Saginaw, Texas is requesting a change in zoning regulations, amending Ordinance 2002-04. Ordinance No. 2021-14 proposes several updates on the existing zoning regulations presented in Ordinance No. 2002-04, in order to help prevent hotels, motels, and extended-stays from virtually becoming apartment complexes.

Some key proposals include further defining code enforcement official, consecutive stay, hotel, motel, extended-stay hotel/motel, and other concepts to better eliminate any misleading language previously presented in the ordinance. Other changes include expanding the requirements and restrictions pertaining to the maintenance of written and electronic records, rental agreements, guest information, and vehicle registrations. All records must be maintained for a minimum of one hundred and eighty (180) days after check out and must be available upon the request of any City Enforcement Official during normal business hours, per the proposed ordinance.

Other new standards put into place include: cleaning, inspections, security, video-surveillance systems, and having a bona fide employee present at all times to assist any City Enforcement Officer when needed. Notably, the proposal further details length of stay requirements and restrictions. For hotels and motels, no guest shall occupy any room for more than thirty (30) consecutive days, nor more than sixty (60) total days during a one hundred and eighty (180) day period. In addition, a two-week (14-day) vacancy is required during any thirty (30) day consecutive stay period, before beginning any new rental agreement with said hotel or motel. Extended-stay hotels/motels will require any guest who have resided for more than one hundred and eighty (180) consecutive days at an extended stay hotel/motel to undergo at least a ninety (90) day vacancy in between stays before beginning any new rental agreement with said hotel or motel.

Overall, the proposed changes will not only assist in limiting apartment-like trends from occurring in hotels, motels, and extended-stay hotels/motels, but also expand the City's ability to better handle the public nuisance abatement process.

The Planning and Zoning Commission considered the new ordinance at its July 13, 2021 meeting and unanimously recommended approval.

FINANCIAL IMPACT:

N.A.

RECOMMENDATION:

It is recommended that the proposed Extended-Stay Hotel and Hotel/Motel ordinance be adopted as presented.

ATTACHMENTS:

Description

P&Z Packet 7-13-21

P&Z Minutes 7-13-21

P&Z Hotel Motel Presentation 7-13-21

Hotel Motel Ordinance

**CITY OF SAGINAW PLANNING AND ZONING COMMISSION
NOTICE OF REGULAR MEETING AND PUBLIC HEARING**

**Saginaw City Hall
333 West McLeroy Boulevard
Tuesday, July 13, 2021**

**THE PLANNING AND ZONING COMMISSION MEETING WILL BE CONDUCTED IMMEDIATELY
FOLLOWING THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE MEETING THAT
BEGINS AT 6:00 P. M.**

- | | | |
|-----|---|--|
| (1) | Call To Order | Chairman Lewis |
| (2) | Roll Call To Establish Quorum | Chairman Lewis |
| (3) | Audience Participation | Chairman Lewis |
| (4) | Approval of Minutes
Regular Meeting and On June 8, 2021 | Chairman Lewis |
| (5) | PZ 0721-02
Consideration And Action Regarding Approval Of A Final Plat For
Beltmill Parkway And Millstone Road Right-Of-Way | Darren Andrews |
| (6) | PZ 0721-01
Consideration And Action Regarding Approval Of A Final Plat For The
Grand At Saginaw, Lot 1, Block B, Beltmill, Being 9.840 Acres In The B.
Thomas Survey, Abstract No. 1497, City Of Saginaw | Darren Andrews |
| (7) | PZ 0721-03 PUBLIC HEARING
Consideration And Action Regarding An Amendment To The Zoning
Ordinance (No. 2002-04), Amending Section 8-17 Of Article 8
"Supplemental District Regulations"; And Section 12-2 Of Article 12
"Definitions"; Providing A Deadline Compliance With The Regulations
Set Forth Herein, Amending The Definitions Of Extended-Stay Hotel And
Hotel/Motel | Rick Trice, P. E.
Public Works Director |
| (8) | PZ 0721-04 PUBLIC HEARING
Consideration And Action Regarding And Amendment To The Zoning
Ordinance (No. 2002-04), Amending Section 7-2, Carport Overlay District | Rick Trice, P. E.
Public Works Director |
| (9) | Staff Report
A. Discussion of Residential, Commercial and Industrial, and City Projects
B. Update Commission of City Council Action on Previous Cases | Rick Trice, P. E.
Public Works Director |

(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

(11) Adjournment

Chairman Lewis

DATE POSTED: _____ TIME: _____ BY: _____

DATE RETRIEVED: _____ TIME: _____ BY: _____

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

PLANNING AND ZONING COMMISSION

Kenneth Haney Vice Chairman	Place No. 1	Term Expires May 2022
William Barngrover	Place No. 2	Term Expires May 2023
Matthew Lewis Chairman	Place No. 3	Term Expires May 2022
Malinda Julien	Place No. 4	Term Expires May 2023
Jason LaBruyere	Place No. 5	Term Expires May 2022
Randy Villarreal	1 st Alternate	Term Expires May 2023
Brent Wooten	2 nd Alternate	Term Expires May 2022

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

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

Audience Participation

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

**MINUTES OF A REGULAR MEETING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCCLEROY BOULEVARD
JUNE 8, 2021**

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Member	Place No. 4	Malinda Julien
Alternate Member	Alt. No. 2	Randy Villarreal
Director Public Works		Rick Trice
City Attorney		Lindsey Hale
Fire Chief		Doug Spears
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 5	Jason LaBruyere
Alternate Member	Alt No. 1	John Peet

Visitors at the Meeting:

Marilyn Tolbert	Jill Stanford
Dan Tolbert	Aubrey Miller
Linda Adams	Annie Geer
Debbie Johnson	Josh Geer
Jennifer Casey	Carmen Drake
William Golaz	Allen Raff
Elizabeth Harland	Charles Adams
Jon Julien	Mary Ann Bone
Cindy Gutierrez	Steve Bone
Starlyn Smith	Trey Gordon
Carrie Daniels	Karen Fruhwate
Sarena Smith	Steven Bailey
Patrick Farr	Tricia Bailey
Paul Felegy	Mayson Meier
Kate Pendleton	Jerry Sylo
David Solled	Amberligh Noewl
Susan Bentley	Randall Miner
Charles Adams	

(1) Call to Order

Chairman Lewis called the meeting to order at 6:03 p.m.

(2) Roll Call to Establish Quorum

Chairman Lewis called roll. The quorum will consist of Chairman Lewis, Vice Chairman Haney, Members Barngrover, Julien, 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 May 11, 2021 were presented for approval. A motion was made by Member Barngrover with a second by Alternate Member Villarreal to approve the minutes for May 11, 2021 as presented. Motion carried unanimously.

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

Against: None

Absent Member LaBruyere, Alternate Member Peet

(5) PZ 0521-01 PUBLIC HEARING

Consideration And Action Regarding A Request For Approval To Amend The Comprehensive Plan And To Change The Zoning From Neighborhood Commercial (NC) and Multifamily (MF1) To A Planned Development (PD) With Single Family Uses For Land Described As Approximately 20.8587 Acres Of Land Out Of Abstract 1849, A. F. Albright Survey, Located South Of West McLeroy Boulevard And West Of Woodcrest Drive

Chairman Lewis reminded members that this is an item that was tabled at the May 11, 2021 meeting.

DPW Trice reviewed the information included in the members' packets and advised the members that the developer had met with members of the neighborhood at the recreation center on May 19, 2021. He said the developer has submitted a revised plan to accommodate some of the concerns.

Jerry Sylo, with JBI Partners a representative for the developer, showed a power point presentation and explained the differences in the current proposal and the previous plan that was presented at last month's meeting.

Trey Gordon, 5105 Cuesta Lane, Benbrook, Tx, 76126 advised that he was present as a representative for the Boswell family who owns the property at this time. He talked briefly about the Boswell family's connection with the City of Saginaw. He said the property owners had received several offers for the property but this plan is more desirable than the current zoning of Multifamily and Neighborhood Commercial.

Patrick Farr, 213 Dominion Ct, spoke in favor of the project and advised that his residence is within 1500 feet of this development.

Paul Felegy, 1108 Springhill Drive, Linda and Charles Adams, 513 Fox Drive, Carmen Drake, 1070 Springhill Drive, Randall Miner, 1008 Springhill Drive, Susan Bentley, 128 Roberts, Allen Raff, 333 Lottie Lane, and Joshua Geer, 649 Creek Point Drive, spoke to the members in opposition of this item. They voiced many of the same concerns as the ones mentioned at last month's meeting.

Jerry Sylo addressed the concerns and answered questions.

Chairman Lewis reminded the members that the only item for the members to decide is the recommendation on zoning at this meeting.

A motion was made by Member Haney with a second by Alternate Member Villarreal to recommend that the city council deny the request to change the zoning on property located south of West McLeroy Boulevard, and west of Woodcrest Drive, 20.857 acres out of Abstract 1849, A. F. Albright Survey. Motion carried.

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

Against: Chairman Lewis, Member Julien

Absent: Member LaBruyere, Alternate Members Peet,

(6) 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.

(7) EXECUTIVE SESSION

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

a. Any Posted Item

No executive session was held

(8) Adjournment

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

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

Against: None

Absent Member LaBruyere, Alternate Member Peet

Chairman Lewis declared the meeting of June 8, 2021 closed at 7:30 p.m.

APPROVED:

Matthew Lewis, Chairman

ATTEST:

Mary Ragle, Recording Secretary



City of Saginaw

DATE: July 13, 2021

205 Brenda Lane
P. O. Box 79070
Saginaw, Texas 76179
817-230-0500
Fax 817-232-9868
www.ci.saginaw.tx.us

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 Final Plat for Beltmill Parkway and Millstone Road right-of-way.

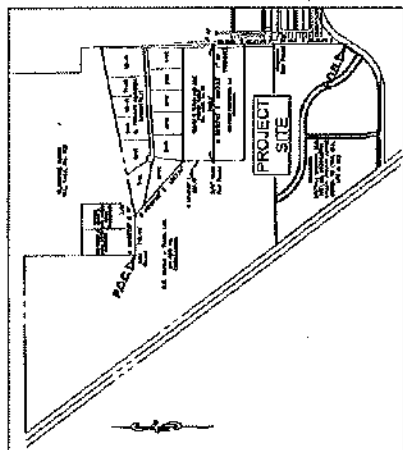
BACKGROUND/DISCUSSION:

On April 20, 2021, the City Council approved a Preliminary Plat for Beltmill Blocks A-L. Beltmill is general located North of Bailey Boswell Road, East of Bus. 287, and West of Wagley Robertson Road.

The developer has submitted a Final Plat for the dedication 9.112 acres of land for the Beltmill Parkway and Millstone Road right-of-ways. The right-of-way dedication allows the developer to begin the construction of the roadways.

In addition to the right-of-way, the developer is submitting offsite instruments for dedication of offsite easements as necessary to provide utilities and drainage as part of the initial construction.

If you have any questions, please let me know.



POINT OF COMMENCING KEY MAP

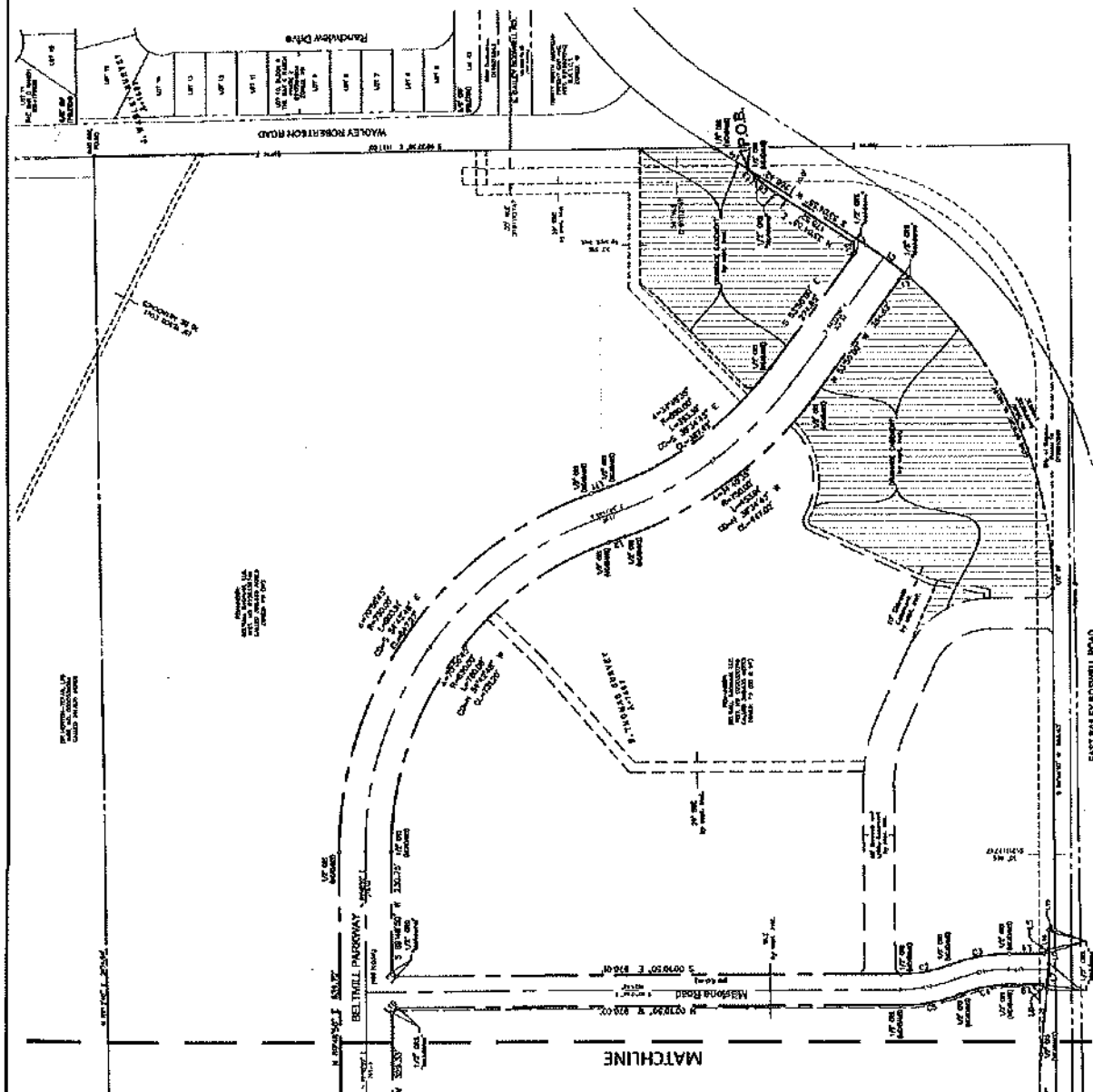
FINAL PLAT
BELTMILL BOULEVARD &
MILLSTONE ROAD RIGHT-OF-WAY

9.112 Acres
to the
E. L. THOMAS SURVEY, ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

vicadavis

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City of Saginaw

DATE: July 13, 2021

205 Brenda Lane
P. O. Box 79070
Saginaw, Texas 76179
817-230-0500
Fax 817-232-9868
www.ci.saginaw.tx.us

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 Final Plat for Grand at Saginaw, Lot 1, Block B, Beltmill being 9.840 Acres in the B. Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County, Texas.

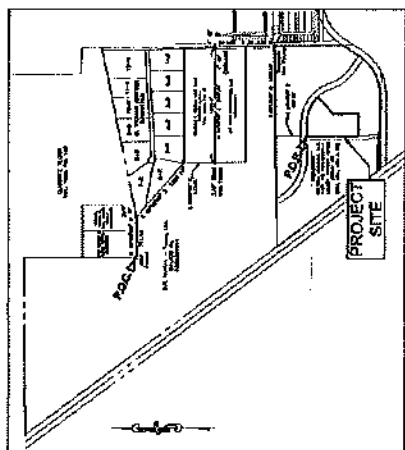
BACKGROUND/DISCUSSION:

On April 20, 2021, the City Council approved a Preliminary Plat for Beltmill Blocks A-L. Beltmill is general located North of Bailey Boswell Road, East of Bus. 287, and West of Wagley Robertson Road.

The developer has submitted a Final Plat for the Grand at Saginaw, Lot 1, Block B, Beltmill consisting of 9.840 acres of land.

The developer previously submitted a site plan for a multi-family development that was approved by City Council on April 20, 2021.

If you have any questions, please let me know.



FINAL PLAT
GRAND AT SAGINAW
LOT 1, BLOCK B, BELTMILL
8.840 Acres
In the
B. THOMAS SURVEY, ABSTRACT NO. 1487
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

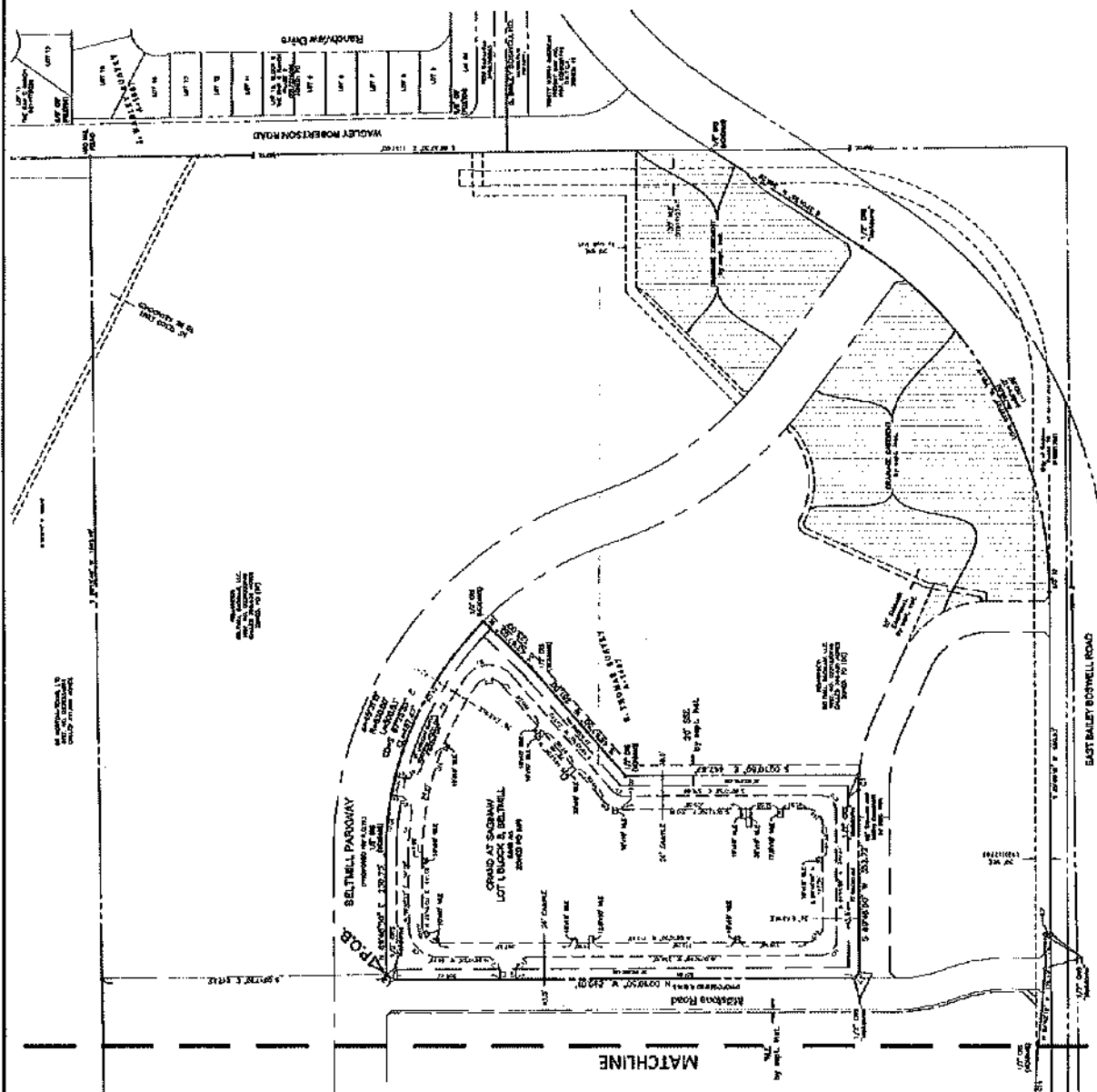


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MICHAEL ADAMS

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City of Saginaw

DATE: July 13, 2021

205 Brenda Lane
P. O. Box 79070
Saginaw, Texas 76179
817-230-0500
Fax 817-232-9868
www.ci.saginaw.tx.us

TO: Chairman and Members of the Planning and Zoning Commission

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

SUBJECT: Consideration and Action Regarding Ordinance No. 2021-14, and Ordinance Amending Ordinance No. 2002-04, as amended, The Zoning Regulations of the City of Saginaw, Texas by amending Section 8-17 of Article 8 "Supplemental District Regulations"; and Section 12-2 of Article 12 "Definitions"; providing a deadline compliance with the regulations set forth herein; amending the Definitions of Extended-Stay Hotel and Hotel/Motel

Background

The City of Saginaw, Texas is requesting a change in zoning regulations, amending Ordinance 2002-04. Ordinance No. 2021-14 proposes several updates on the existing zoning regulations presented in Ordinance No. 2002-04, in order to help prevent hotels, motels, and extended-stays from virtually becoming apartment complexes.

Some key proposals include further defining code enforcement official, consecutive stay, hotel, motel, extended-stay hotel/motel, and other concepts to better eliminate any misleading language previously presented in the ordinance. Other changes include expanding the requirements and restrictions pertaining to the maintenance of written and electronic records, rental agreements, guest information, and vehicle registrations. All records must be maintained for a minimum of one hundred and eighty (180) days after check out and must be available upon the request of any City Enforcement Official during normal business hours, per the proposed ordinance.

Other new standards put into place include: cleaning, inspections, security, video-surveillance systems, and having a bona fide employee present at all times to assist any City Enforcement Officer when needed. Notably, the proposal further details length of stay requirements and restrictions. For hotels and motels, no guest shall occupy any room for more than thirty (30) consecutive days, nor more than sixty (60) total days during a one hundred and eighty (180) day period. In addition, a two-week (14-day) vacancy is required during any thirty (30) day consecutive stay period, before beginning any new rental agreement with said hotel or motel. Extended-stay hotels/motels will require any guest who have resided for more than one hundred and eighty (180) consecutive days at an extended stay hotel/motel to undergo at least a ninety

(90) day vacancy in between stays before beginning any new rental agreement with said hotel or motel.

Overall, the proposed changes will not only assist in limiting apartment-like trends from occurring in hotels, motels, and extended-stay hotels/motels, but also expand the City's ability to better handle the public nuisance abatement process.

A copy of the ordinance has been attached to detail the proposed zoning regulation changes.

If you have any questions, please let me know.

Rick Trice, P.E.
Director of Public Works

Attachment



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
23755	87931	Print Legal Ad - IPL0029603		\$513.16	1	2.71

Attention: Rick Trice

CITY OF SAGINAW

PO BOX 79070

FORT WORTH, TX 761790070

City of Saginaw Public Notice

A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on July 13, 2021 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations and definitions for "Extended-Stay Hotel and Hotel/Motel". A Public Hearing will be conducted by the Saginaw City Council 6:00 p.m. on July 20, 2021, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeary Boulevard.

FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.

Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500
IPL0029603
Jun 24 2021

THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

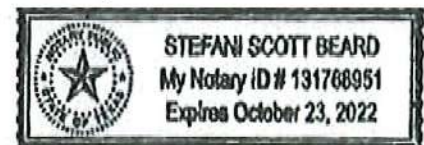
No. of Insertions: 1

Beginning Issue of: 06/24/2021

Ending Issue of: 06/24/2021

Sworn to and subscribed before me this 24th day of June in the year of 2021

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

CITY OF SAGINAW, TEXAS

ORDINANCE NO. 2021-14

AN ORDINANCE AMENDING ORDINANCE NO. 2002-04, AS AMENDED, THE ZONING REGULATIONS OF THE CITY OF SAGINAW, TEXAS BY AMENDING SECTION 8-17 OF ARTICLE 8 "SUPPLEMENTAL DISTRICT REGULATIONS; AND SECTION 12-2 OF ARTICLE 12 "DEFINITIONS"; PROVIDING A DEADLINE FOR COMPLIANCE WITH THE REGULATIONS SET FORTH HEREIN; AMENDING THE DEFINITIONS OF EXTENDED-STAY HOTEL AND HOTEL/MOTEL; 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 PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AND EFFECTIVE DATE.

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

WHEREAS, the City of Saginaw, Texas has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publications and procedural requirements for the adoption of these zoning regulations; and

WHEREAS, the City Council finds that the regulations contained herein are necessary to ensure the continued availability of transient lodging within the City of Saginaw and to ensure the continued use of hotels and motels in the manner intended at the time of adoption of the Zoning Regulations; and

WHEREAS, the City Council further finds that the regulations are necessary to discourage transient lodging properties from becoming permanent residences; and

WHEREAS, the City Council further finds that a 180-day compliance period, with respect to the regulations set forth herein, is reasonable and in the best interest of the public health, safety and general welfare.

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

SECTION 1.

Section 8-17 of Article 8 "Supplemental District Regulations" of Appendix A, of the Zoning Regulations of the City of Saginaw, Texas, is hereby amended to read as follows:

"Sec. 8-17. - Hotel/motel occupancy limits.

- A. *Purposes and Findings.* The purpose of this section is to ensure the continued availability of quality transient lodging within the City of Saginaw and to ensure the protection of the health, safety, and welfare of hotel, motel, and extended-stay inhabitants and employees. City Enforcement Officials responsible for monitoring, investigating, and administrating the safety and welfare of hotels, motels, and extended-stay hotels are the City of Saginaw's Code Compliance Department, Police Department, and Fire Department.
- B. *Provisions Applicable to hotels, motels, and extended-stay hotels.*
1. Except as otherwise provided by law, each hotel, motel, and extended-stay hotel shall post a legible copy of the text of this Section 8-17 (B) in an open and conspicuous place within the public lobby area, and in an open and conspicuous place where other postings are required by law, in each room available for rent.
 2. The initial construction of a hotel, motel, or extended-stay hotel and its subsequent operation shall fully comply with provisions outlined in this article and all associated zoning ordinances.
 3. Hotels, motels and extended-stay hotels operate for the benefit of travelers and transient parties conducting legitimate business in the surrounding vicinity. A legitimate business is one which has been authorized to exercise its activities by following the rules and regulations under the City of Saginaw's jurisdiction. No hotel, motel or extended-stay hotel may be used as housing of last resort. Housing of last resort occurs when an owner-occupant or tenant no longer has any appropriate housing options available under their discretion and is needing to seek accommodations. Housing of last resort will only be permitted during an event that is deemed a state of emergency by a government mandate.
 4. No hotel, motel, or extended stay hotel shall allow anyone of the age seventeen and under to rent a room.
 5. No hotel, motel, or extended stay hotel shall offer any lodging rates based on an hourly rate to any potential or existing guest.
 6. No room within any hotel, motel, or extended-stay is allowed to have more guests than the number of people of which its available sleeping arrangements are designed for. Children, aged seventeen and under, are not included in this total number.
 7. No hotel, motel, or extended-stay hotel shall have any rooms allocated for the lodging of any bona-fide employee or their family.

8. All hotels, motels, or extended-stay hotels must maintain daily written records reflecting the renting, letting, or other provision of any of its rooms as described in Subsection E. The required records shall be maintained for no less than one year or for such longer period as may be prescribed by law. All records shall be available for review by City Enforcement Officials during normal business hours.
9. For every hour of operation, a hotel, motel, or extended-stay hotel must ensure a bona-fide employee is present to assist any City Enforcement Official in maintaining the safety of its patrons.
10. All hotels, motels, and extended-stay hotels must provide and maintain quality running hard-wired smoke detectors or smoke alarms in all rooms and common areas for the duration of the hotel, motel, and extended-stay hotel's existence.
11. All hotels, motels, and extended-stay hotels may have portable convenience appliances, except for toaster ovens. Portable convenience appliances are defined as devices that are designed for household tasks and can be easily relocated.
12. All hotels, motels, and extended-stay hotels must provide daily housekeeping services with all standard room rates. Cleaning shall occur at least every 48 hours and must include the changing of linens prior to any incoming guest. Cleaning services must be logged and kept for a minimum of six months. All cleaning logs must be accessible to City officials upon request.
13. All hotels, motels, and extended-stay hotels must maintain the cleanliness of common areas as required by law.

C. *Provisions Applicable to hotels and motels.*

1. No hotel or motel shall allow any person to occupy any of its guest rooms for more than thirty (30) consecutive days, nor more than sixty (60) total days during a 180-day period. Any guest who has resided for thirty (30) consecutive days at a hotel or motel must undergo a two-week (14-day) vacancy between stays before beginning any new rental agreement with said hotel or motel. A consecutive stay is constituted as an accommodation lasting longer than 24 hours beginning from check in date and ending on check out date at a hotel/motel. Individuals who check out and back in of their accommodations within 72-hours of their previous booking will incur time onto their original stay's length as one combined and continuous period. Any party who violates this provision is subjected to the penalties of this article; no room may again be rented, let or otherwise provided to

that same party or to any individual, firm, or entity that was a member of said party.

2. No hotel or motel may transition towards operating as an extended-stay hotel until it fully complies with all existing extended-stay hotel provisions, associated zoning ordinances, and be up to code.
3. Any property left in a room by a person or party that has checked out shall be removed by the operator of the hotel or motel and stored or otherwise disposed of in accordance with applicable laws.
4. Fixed cooking appliances and storage for food preparation shall not be available in any guest room at any hotel or motel. Fixed cooking appliances are considered devices which are designed to cook through the use of a stove top burner or hot plate, including but not limited to appliances such as stoves, ovens, and grills. Storage for food preparation appliances which help to preserve the freshness of food include but are not limited to, full-size refrigerators.

D. *Provisions Applicable to extended-stay hotels.*

1. Any guest who has resided for more than 180 consecutive days at an extended-stay hotel must at least undergo a 90-day vacancy between stays before beginning any new rental agreement with said extended-stay hotel. A consecutive stay is constituted as an accommodation lasting longer than 24 hours beginning from check in date and ending on check out date at an extended-stay hotel. Individuals who check out and back in of their accommodations within 72-hours of their previous booking will incur time onto their original stay's length as one combined and continuous period. Any party who violates this provision is subjected to the penalties of this article; no room may again be rented, let or otherwise provided to that same party or to any individual, firm, or entity that was a member of said party.
2. Each extended-stay hotel room intended or designed to be used, or which are used, rented, or hired out to be occupied by the public must contain fixed cooking appliances and storage for food preparation including, but not limited to, appliances such as full-size refrigerators, stoves, and ovens.

E. *Registration Record Keeping*

1. All hotels, motels, and extended-stay hotels must maintain daily written or electronic records of all rental agreements between the hotel, motel, or extended-stay hotel and all patrons and their guests.

2. All records must be kept for a minimum of 180 days after the rental agreement's termination.
3. All records must be available during regular business hours upon the request of City Enforcement Officials.
4. All records must, at a minimum, maintain the following for each patron and their guest:
 - (i) Legal name, phone number, and home address;
 - (ii) Room number assigned;
 - (iii) Date and time of arrival, scheduled departure, and actual departure;
 - (iv) The rate charged and amount collected for their room's rental;
 - (v) Payment method for each room; and
 - (vi) The make, model, year, color, license plate number, and license plate state of any vehicle which anticipates parking on the premises.
5. All patrons and their guests must present valid photo identification to rent a room at any hotel, motel, or extended-stay hotel. Valid photo identification may include a legally issued document such as a current driver's license, military identification card, state identification card, or passport. A copy of the presented identification must be kept for a minimum of 180-days after their check out date. Any hotel, motel, or extended-stay operator who does not verify the identification of a patron and their guests or approves lodging services without proper identification shall be in violation of this article.
6. It shall be unlawful for any hotel, motel, or extended-stay hotel to accept any illegitimate form of identification from any patron or guest, or to falsify any identification documentation and information needed for lodging registration.

F. *Safety*

1. Any hotel, motel, or extended-stay hotel must report any suspicious or unlawful activity to City Enforcement Officials.
2. It is the responsibility of all hotels, motels, and extended-stay hotels to inform any patron and guests that loitering by visitors is prohibited as required by the law.

3. All exterior doors, apart from the lobby doors or doors otherwise approved by the Enforcement Official, must be locked between the hours of 10:00 p.m. and 6:00 a.m. and must possess equipment that will notify the hotel, motel, or extended-stay hotel security or other employees a door has been opened. In addition, all doors must possess panic hardware to allow for emergency egress, which must be approved by Enforcement Officials. Furthermore, all exterior doors shall be maintained and readily accessible for emergency access by the Fire Department.
4. Any hotel, motel, or extended-stay hotel must provide and maintain security in its parking area. This may include a live patrol guard, fencing consistent with the zoning code, or other security measure approved in writing by the City Enforcement Official.
5. All hotels, motels, and extended-stay hotels must install a video surveillance system and/or ensure that any previously installed video surveillance systems are deemed compliant by the City Enforcement Official. All assessments must be requested by the hotel, motel, or extended-stay hotel within the 180-day compliance period as required in Section 3 of this Ordinance.
6. All video surveillance systems shall be active and functioning 24 hours a day, seven days a week, and recorded footage must be retained for a minimum of 30 days.
7. All hotels, motels, and extended-stay hotels must dedicate at least one video surveillance camera to all common spaces, including but not limited to lobbies, entrances/exits, hallways, and parking lots. Placement of cameras must be approved by the City Enforcement Official.
8. All employees and customers must be notified of the video surveillance system by displaying the system's notice of approval in a bona-fide common area.
9. Video surveillance systems shall be subject to regular inspection by the City Enforcement Official to determine conformity under this section. If the video surveillance system does not conform, the hotel, motel, or extended-stay hotel must immediately rectify the compliance violation.
10. All patrons and guests who desire to park a vehicle on the premises of any hotel, motel, or extended-stay hotel, must register their vehicle upon initial registration and any time after. Vehicle registrations must be recorded as stated in Subsection E4-6.
11. Any registered vehicle must be provided with a placard that must at all times be easily visible from outside the vehicle by any bystander. The placard

must contain the establishment's name, vehicle registration number, and check-out date at a minimum.

G. *Enforcement*

1. All common areas and unoccupied rooms within any hotel, motel, or extended-stay hotel are subject to inspection by City Enforcement Officials.
2. City Enforcement Officials shall have the responsibility for the enforcement of this section.
3. If such structure or premises is occupied, City Enforcement Officials, shall present credentials to the occupant and request entry. If entry is refused by occupant, City Enforcement Officials shall have recourse to the remedies provided by law to secure entry. If such structure or premises is unoccupied, City Enforcement Officials shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused by the owner or other person having charge or control of the structure, City Enforcement Officials shall have recourse to all methods of entry allowed by law, and the owner and responsible party shall be in violation of this article and subject to punishment under section 1-13 of this Code.

H. *Unlawful Operation/Violation Penalties*

1. Any hotel, motel, or extended-stay hotel witnessing an entity violating the provisions of this article shall immediately ask that entity to leave the premises. If voluntary removal is not achieved, the Saginaw Police Department shall be notified to assist in the eviction and/or removal of that entity.
2. Any hotel, motel, or extended-stay hotel operated, conducted or maintained contrary to the provisions of this article may be declared to be unlawful and a public nuisance. The City may, in addition to or in lieu of all other remedies, commence actions or proceedings for abatement, removal or enjoinder thereof, in the manner provided by state law and this Code.
3. A nuisance may be abated upon any provision violation.
4. Any violator of the provisions of this article shall be fined not more than two thousand dollars (\$2,000.00) for each offense."

SECTION 2.

Section 12-2 "Definitions" of Article 12 "Definitions" is hereby amended by amending the definitions of Appendix A of the Code of Ordinances, the Zoning Regulations of the City of Saginaw, Texas, by amending "Extended-stay hotel/motel" and "Hotel, Motel" to read as follows:

Extended-Stay Hotel Motel. Any building containing five or more guest rooms intended, designed, or utilized for sleeping purposes by transient guests, including for stays in excess of thirty (30) consecutive days, or more than sixty (60) days during a 180-day period, which contain fixed cooking appliances.

Hotel/Motel. A building, or portion thereof, in which five or more guest rooms intended, designed, or utilized for sleeping purposes by transient guests for a period of less than thirty (30) consecutive days with a two-week (14-day) vacancy between stays, or for less than sixty (60) total days in any one-hundred and eighty (180) day period, for compensation.

SECTION 3.

All hotels, motels and extended-stay hotels existing upon the effective date of this Ordinance shall have one-hundred and eighty (180) days from the effective date of this Ordinance to either cease operations or fully comply with all provisions of this Ordinance.

SECTION 4.

This Ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code and Zoning Regulations 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 5.

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, 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 of decree of any court of competent jurisdiction, such as 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 6.

Any person, firm or corporation who violates, disobeys, omits, neglects, 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 not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of the Zoning Regulations of the City that have accrued at the time of the effective date of this Ordinance; and, as to such accused 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 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.

SECTION 9.

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 10.

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 the ____ day of _____, 2021.

TODD FLIPPO, MAYOR

ATTEST:

JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

BRYN MEREDITH, CITY ATTORNEY



DATE: July 13, 2021

TO: Chairman and Members of the Planning and Zoning Commission

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

A handwritten signature in blue ink, appearing to read "Rick Trice", is positioned to the right of the "FROM:" line.

SUBJECT: AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND SECTION 7-2 CARPORT OVERLAY DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

Sec. 7-2 of the Zoning Ordinance regulates the construction of carports. The section contains a defined "Carport Overlay District" where carports are allowed. Carports outside of the district are expressly prohibited.

On March 19, 2021, City Council adopted Ordinance 2021-07 allowing carports outside of the overlay district for a Public safety facility, police and fire, located in a Community Facility (CF) zoning district.

The City has received a request from the developer of a multifamily development to consider allowing car ports within the facility. Multifamily development may or may not have covered parking provided by garages. The proposed ordinance amendment will allow the use of carports to provide protection of tenant's vehicles from weather.

The ordinance is proposed to be amended to read as follows:

"Sec. 7-2. - Carport overlay district.

The city has established a carport overlay district wherein a carport is permitted, subject to the regulations contained herein. The city expressly prohibits carports within any area outside of the carport overlay district, with the exception that carports are permitted outside of the carport overlay district on property zoned:

1. Community Facilities (CF) and used as a *Public Safety Facility, Police and Fire*, according to the regulations contained herein.
2. Zoned Multi-Family (MF1, MF2) and used as a *Multi-Family Dwelling*, as that term is defined in Section 12-2 of this Appendix A.”

The remaining provisions under Section 7-2 will remain unchanged.

If you have any questions, please let me know.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
23755	87937	Print Legal Ad - IPL0029606		\$513.16	1	271

Attention: Rick Trice

CITY OF SAGINAW
PO BOX 79070
FORT WORTH, TX 761790070

City of Saginaw Public Notice
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on July 13, 2021 to consider amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) amending the regulations and definitions for Section 7-2 Carport Overlay District. A Public Hearing will be conducted by the Saginaw City Council 6:00 p.m. on July 20, 2021, to consider the above mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. Both meetings will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.

**FINAL ACTION IS TAKEN BY
CITY COUNCIL ON PUBLIC
HEARING CASES.**

Please direct any question regarding this matter to Rick Trice, Director of Public Works, 817-230-0500
IPL0029606
Jun 24 2021

THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

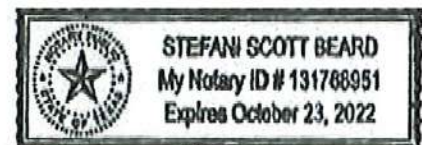
No. of Insertions: 1

Beginning Issue of: 06/24/2021

Ending Issue of: 06/24/2021

Sworn to and subscribed before me this 24th day of June in the year of 2021

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND SECTION 7-2 CARPORT OVERLAY DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1.

That Article 7, Section 7-2. - Carport overlay district of Appendix A, "Zoning," to the Code of Ordinances of the City of Saginaw, is hereby amended to read as follows:

"Sec. 7-2. - Carport overlay district.

The city has established a carport overlay district wherein a carport is permitted, subject to the regulations contained herein. The city expressly prohibits carports within any area outside of the carport overlay district, with the exception that carports are permitted outside of the carport overlay district on property zoned:

1. Community Facilities (CF) and used as a *Public Safety Facility, Police and Fire*, according to the regulations contained herein.
2. Zoned Multi-Family (MF1, MF2) and used as a *Multi-Family Dwelling*, as that term is defined in Section 12-2 of this Appendix A."

The remaining provisions under Section 7-2 will remain unchanged.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

PASSED AND APPROVED ON THIS 20th DAY OF July, 2021.

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney

June 30, 2021	CITY OF SAGINAW PUBLIC WORKS REPORT TO CITY MANAGER		
Name of Development	Developer	# of Lots	Status
Willow Vista Phase 3A	Mearl McBee	47	45 permits issued for new homes.
Willow Vista Phase 3C	Mearl McBee	74	34 permits issued for new homes
Capital Projects:			
Name of Project	Status	Estimated Date of Completion	Comments:
East Bailey Boswell Rd reconstruction Phase III Overpass	Construction under way	Fall 2021	Construction began 8/10/2020. 60% complete.
W. J. Boaz and Old Decatur Road Intersection Construction	Notice to Proceed issued.	2021	Construction underway. 36% complete.
N Old Decatur design	90% plans under review	Pending Funding	90% design complete
Knowles Drive Phase 1	Design underway	April 2021	Design 90% complete
Knowles Drive Phase 2	Design underway	Pending	Anticipated design completion Spring 2021
Knowles Drive Phase 3	Design underway	Pending	Anticipated design completion Spring 2021
NW Booster Pump IPO	IPO Approved 1/5/2021	Pending	Design underway (Approximately 60%)
Saginaw Blvd 16" Water Line Phase 2	Under construction	Fall 2021	Construction is about 74% complete
Street Maintenance Fund Projects:			
Name of Project	Status	Estimated Date of Completion	Comments:
East McLeroy Reconstruction	Awaiting availability of County staff to complete	August 2021	Complete with exception of spot repairs east of Lavonne Lane
Building and Inspections:			
Building Permits	Location	Status	Comments
Saginaw Health Care & Rehab	848 W. McLeroy Blvd	Permit issued	53,249 SF, \$6,796,000 care facility. Permit issued, under construction
All Storage	1416 N Old Decatur Rd	Permit issued	Under construction
7-Eleven Convenience Store	1150 Longhorn Rd	Permit Issued	Permit Issued
Industrial Outdoor Ventures	1341 Jarvis Rd	Permit issued	Awaiting as-builts.
Chipotle	1424 N Old Decatur Rd	Building Plans Submitted	Shell building permit issued.

Franklin Office Complex	Belmont Street	Permit Issued	Under construction
Planet Fitness	SWC Saginaw Blvd & Palomino	C/O Issued	complete
Bright Living (Independent Living)	824 W McLeroy Blvd	Permit Issued	Under construction
Fire Station No. 1	700 W McLeroy	Permit Issued	Under construction
Prose Alliance Blue Mound Rd	1350 N. Blue Mound Rd	Permit Issued	Under construction
BOA			
Applicant	Location	Status	Comments
Planning & Zoning	Location	Status	Comments
Beltmill Planned Development	NE corner Saginaw Blvd and E Bailey Boswell Rd	Council Approved 4/20/2021	Final PD, Development plan and Preliminary Plat approved by Council 4/20/21
The Square Final Plat and Civil Construction Plans	North and West of Wal-Mart	Pending	Resolution for LOSA approved 1/5/21, P&Z recommended approval of final plat 1/12/21. Saginaw Square Blvd and TxDot improvement advertised for construction on 6/15/21.
The Grand At Saginaw	Beltmill Multi Family Development	Site Plan Approved 4/20/21	Site plan approved by Council 4/20/21
Zoning Ordinance Amendment Carport Overlay Requirements for MF		Pending	Scheduled for P&Z 7/13 and CC 7/20
Villas at Willow Creek HHS Residential, LLC 5601 Democracy Dr Suite 300 Plano, Tx 75024	South of McLeroy, West of Woodcrest Dr.	Re-Scheduled for P&Z on 6/8/21 and City Council 6/15/21	P&Z recommended denial to change zoning on 20.85 acres from NC & MF1 to Planned Development (PD) CC continued to 7/20/2021
Zoning Ordinance Amendment Regulating Extended Stay Hotels		Pending	Scheduled for P&Z 7/13 and CC 7/20
Code Enforcement	Location		Comments
City of Saginaw	345 N. Saginaw Blvd	Abatement to remove building underway	Owner volunteered agreement
TXDOT Issues	Location	Status	Comments
Asphalt Overlay	Saginaw Blvd, city limit to city limit	Projected Completion April 2021	Underway.

City Council Considerations			
Miscellaneous Items	Status	Completion Date	Comments
Water Resiliency and Response IPO	Approved 1/5/2021	Jun-21	Draft study submitted for review May 2021
City Comprehensive Plan	IPO Approved 1/5/2021	Underway	Workshop conducted with P&Z 3/9/21

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

APRIL 2021

C/O ISSUED THIS MONTH						
DATE	NAME	ADDRESS	PERMIT #	IWORQ	CERTIFICATE	
4/9/21	DOG HOUSE	209 MCCLEROY BLVD E A	CO-17-20/21	4/9/21	4/9/21	
4/26/21	TAKE 5 EXPRESS CARWASH	1017 SAGINAW BLVD N	CO-18-20/21	4/26/21	4/27/21	
4/26/21	MERCURY G S E RENTALS LLC	905 COOK LN	CO-19-20/21	4/26/21	4/27/21	
4/28/21	DYNEVOER EXPRESS	612 BURLINGTON RD	CO-20-20/21	4/28/21	4/29/21	
DATE	NAME	ADDRESS	PERMIT #	COMMENTS		
COM/IND OPEN BUILDING PERMITS						
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS	
4/28/17	MILLER MILLING	221 FAIRMOUNT ST S	20546	NEW BUILDING	NEW FLOUR MILL	
7/9/18	U F P	444 SANSOM BLVD	23101	ACCESSORY	DETACHED ACCESSORY TO STORE RAW MATERIALS	
7/27/18	U F P	444 SANSOM BLVD	23228	ADDITION	ADDITION TO EXISTING BUILDING FOR STORAGE	
1/24/19	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	23714	REMODEL	REMODEL	
7/10/19	VIBRANT CHURCH	228 BELMONT ST	26471	REMODEL	REMODEL STAGE AREA	
9/11/19	T MOBILE	203 BAILEY BOSWELL RD E	26872	REMODEL	UPGRADE ANTENNA	
10/23/19	SPRINT	300 OLD DECATUR RD N A	27135	REMODEL	UPGRADE ANTENNA & EXPAND WALL	
4/23/20	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	29805	JOB TRAILER	JOB TRAILER FOR NEW FOOTBALL FIELD	
7/21/20	T MOBILE	620 PARK CENTER BLVD	30694	REMODEL	ANTENNA UPGRADE	
9/11/20	TBD	209 BELMONT ST S BLDG 1	30692	NEW BUILDING	NEW COMMERCIAL BUILDING	
9/21/20	PLANET FITNESS	608 SAGINAW BLVD	30654	NEW BUILDING	NEW BUILDING	
9/29/20	PLANET FITNESS	608 SAGINAW BLVD	30568	REMODEL	INTERIOR FINISH OUT	
10/1/20	STEELE FOLSOM MARTIN INC	940 BLUE MOUND RD S	31220	REMODEL	REMODEL COMMERCIAL SPACE	
10/1/20	STEELE FOLSOM MARTIN INC	952 BLUE MOUND RD S	31221	REMODEL	REMODEL COMMERCIAL SPACE	
10/28/20	AGGREGATE CAPITAL & DEVELOPMENT	800 BLUE MOUND RD S	31257	REMODEL	ADDITION OF RESTROOM & STORAGE AREA	
11/12/20	FUEL CITY SAGINAW	1080 BLUE MOUND RD	30564	PAVING	EXPANSION OF PARKING LOT	
11/13/20	D F W PLASTICS	901 INDUSTRIAL AVE E	31381	REMODEL	ADDITION OF 3 RESTROOMS	
12/10/20	GREAT WESTER INN	5317 BLUE MOUND RD S	32417 - 32454	REMODEL	MISC REPAIR IN 38 ROOMS	
12/17/20	ATTEBURY GRAIN INC	624 BURLINGTON RD	31657	NEW BUILDING	RAIL CAR LOADING BUILDING	
12/29/20	SBA COMMUNICATIONS	124 OPAL ST - ANTENNA	31672	REMODEL	UPGRADE EQUIPMENT	
12/30/20	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	31219	NEW BUILDING	3 STORY SELF STORAGE BUILDING	
1/5/21	M L HEALTHCARE	848 MCCLEROY BLVD W	29305	NEW BUILDING	NEW SKILLED NURSING FACILITY	
1/5/21	WELLS FARGO ATM	504 SAGINAW BLVD S	31166	REMODEL	EXTERIOR LIGHTING UPGRADE	
1/7/21	T S C A - 253 LP	1453 SAGINAW BLVD N	31502	PAVING	CONCRETE REPAIRS	
1/12/21	ART NAILS	1029 SAGINAW BLVD D 3	31655	REMODEL	INTERIOR REMODEL	
2/9/21	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	33092	RETAINING WALL	RETAINING WALL	
2/10/21	BRIGHT LIVING SAGINAW	824 MCCLEROY BLVD W	31265	NEW BUILDING	22 WOOD FRAMED COTTAGE UNITS	
3/5/21	SAGINAW KIDS DENTISTRY	600 BAILEY BOSWELL RD E 100	33105	REMODEL	FINISH OUT FOR DENTAL OFFICE	
3/5/21	CHISHOLM RIDGE PET HOSPITAL	1100 BLUE MOUND RD N 150	32489	REMODEL	COMBINE SUITE 160 & 150	
3/12/21	ENDLESS DISCOVERIES	823 TOWNE CT	33598	REMODEL	DRYWALL REPAIR	
3/29/21	ENDLESS DISCOVERIES	823 TOWNE CT	33755	REMODEL	INTERIOR REMODEL	
3/30/21	COMMUNITY LINK MISSION	300 BELMONT ST	33772	ADDITION	BUILDING ADDITION - COVERED DOCK	

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

APRIL 2021

COM/IND BUILDING PERMITS ISSUED THIS MONTH

DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
4/5/21	COMMUNITY LINK MISSION	300 BELMONT ST	31543	ADDITION	BUILDING ADDITION
4/6/21	DYNEVOER EXPRESS INC	612 BURLINGTON RD	33913	REMODEL	INSTALL OVERHEAD DOOR
4/9/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33109	NEW BUILDING	NEW SHELL BUILDING
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	31328	NEW COMPLEX	NEW 270 UNIT APARTMENT COMPLEX
4/14/21	CRESTVIEW PRINTING	113 GREEN AVE W	33991	ACCESSORY	REMODEL OF TRASH BIN
4/14/21	K & H TRUCKWELD	1300 INDUSTRIAL AVE E	34093	REMODEL	INSTALL OVERHEAD DOOR
4/14/21	CITY OF SAGINAW - BUILDING	301 SAGINAW BLVD S	34195	REMODEL	REMODEL OF EXTERIOR RESTROOMS
4/19/21	7 ELEVEN	OLD DECATUR RD & LONGHORN	31128	NEW BUILDING	NEW COMMERCIAL BUILDING
4/23/21	WAL MART	1401 SAGINAW BLVD N	33467	REMODEL	INTERIOR REMODEL
4/28/21	PALOMINO SOUTHERN LTD	532 SAGINAW BLVD S	34298	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS TO BE PICKED UP					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
2/1/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33111	REMODEL	FINISH OUT
2/22/21	QUIKTRIP 988	1100 BLUE MOUND RD S	33337	REMODEL	INTERIOR REMODEL
4/13/21	MCDANIEL	829 TOWNE CT	34143	REMODEL	INTERIOR REMODEL
BUILDING PERMITS IN PLAN REVIEW					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
11/18/20	THE DEPOT	BELMONT ST S	31601	NEW BUILDING	NEW COMMERCIAL BUILDING
3/23/21	CITY OF SAGINAW - FIRE STATION	700 MCCLEROY BLVD W	33883	NEW BUILDING	NEW FIRE STATION
3/30/21	WHATABURGER INC 492	5455 BLUE MOUND RD S	33927	REMODEL	BUILDING REMODEL
CLOSED PROJECTS					
11/30/20	WAL MART	1401 SAGINAW BLVD N	31500	REMODEL	REMODEL OF RESTROOMS
12/8/20	BLUE MOUND DONUTS	1100 BLUE MOUND RD N 110	31084	REMODEL	INTERIOR REMODEL
2/1/21	CREATIVE INNOVATIONS	1001 KENNEDY LN 210	32824	REMODEL	INTERIOR REMODEL
4/19/21	CERNIGLIA VENTURES LLC	816 TOWNE CT 300	33905	REMODEL	INTERIOR REMODEL

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

MAY 2021

C/O ISSUED THIS MONTH						
DATE	NAME	ADDRESS	PERMIT #	IWORQ	CERTIFICATE	
5/11/21	REGAL STAFFING SERVICES	1200 BLUE MOUND RD S 130	CO-21-20/21	5/11/21	5/14/21	
5/21/21	ROYAL SMOKE SHOP	1453 SAGINAW BLVD N 110	CO-23-20/21	5/24/21	5/25/21	
5/24/21	5 TH GEN WOODWORKS LLC	1000 KENNEDY LN 111	CO-24-20/21	5/24/21	5/25/21	
5/24/21	5 TH GEN WOODWORKS LLC II	1000 KENNEDY LN 105	CO-25-20/21	5/24/21	5/25/21	
TEMP C/O						
DATE	NAME	ADDRESS	PERMIT #	COMMENTS		
5/13/21	PLANET FITNESS	608 SAGINAW BLVD S	CO-22-20/21			
COM/IND OPEN BUILDING PERMITS						
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS	
4/28/17	MILLER MILLING	221 FAIRMOUNT ST S	20546	NEW BUILDING	NEW FLOUR MILL	
7/9/18	U F P	444 SANSOM BLVD	23101	ACCESSORY	DETACHED ACCESSORY TO STORE RAW MATERIALS	
7/27/18	U F P	444 SANSOM BLVD	23228	ADDITION	ADDITION TO EXISTING BUILDING FOR STORAGE	
1/24/19	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	23714	REMODEL	REMODEL	
7/10/19	VIBRANT CHURCH	228 BELMONT ST	26471	REMODEL	REMODEL STAGE AREA	
9/11/19	T MOBILE	203 BAILEY BOSWELL RD E	26872	REMODEL	UPGRADE ANTENNA	
10/23/19	SPRINT	300 OLD DECATUR RD N A	27135	REMODEL	UPGRADE ANTENNA & EXPAND WALL	
4/23/20	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	29805	JOB TRAILER	JOB TRAILER FOR NEW FOOTBALL FIELD	
7/21/20	T MOBILE	620 PARK CENTER BLVD	30694	REMODEL	ANTENNA UPGRADE	
9/11/20	TBD	209 BELMONT ST S BLDG 1	30692	NEW BUILDING	NEW COMMERCIAL BUILDING	
9/29/20	PLANET FITNESS	608 SAGINAW BLVD	30568	REMODEL	INTERIOR FINISH OUT	
10/1/20	STEELE FOLSOM MARTIN INC	940 BLUE MOUND RD S	31220	REMODEL	REMODEL COMMERCIAL SPACE	
10/1/20	STEELE FOLSOM MARTIN INC	952 BLUE MOUND RD S	31221	REMODEL	REMODEL COMMERCIAL SPACE	
10/28/20	AGGREGATE CAPITAL & DEVELOPMENT	800 BLUE MOUND RD S	31257	REMODEL	ADDITION OF RESTROOM & STORAGE AREA	
11/12/20	FUEL CITY SAGINAW	1080 BLUE MOUND RD	30564	PAVING	EXPANSION OF PARKING LOT	
11/13/20	D F W PLASTICS	901 INDUSTRIAL AVE E	31381	REMODEL	ADDITION OF 3 RESTROOMS	
12/10/20	GREAT WESTER INN	5317 BLUE MOUND RD S	32417 - 32454	REMODEL	MISC REPAIR IN 38 ROOMS	
12/17/20	ATTEBURY GRAIN INC	624 BURLINGTON RD	31657	NEW BUILDING	RAIL CAR LOADING BUILDING	
12/29/20	SBA COMMUNICATIONS	124 OPAL ST - ANTENNA	31672	REMODEL	UPGRADE EQUIPMENT	
12/30/20	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	31219	NEW BUILDING	3 STORY SELF STORAGE BUILDING	
1/5/21	M L HEALTHCARE	848 MCCLEROY BLVD W	29305	NEW BUILDING	NEW SKILLED NURSING FACILITY	
1/5/21	WELLS FARGO ATM	504 SAGINAW BLVD S	31166	REMODEL	EXTERIOR LIGHTING UPGRADE	
1/7/21	T S C A - 253 LP	1453 SAGINAW BLVD N	31502	PAVING	CONCRETE REPAIRS	
1/12/21	ART NAILS	1029 SAGINAW BLVD D 3	31655	REMODEL	INTERIOR REMODEL	
2/9/21	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	33092	RETAINING WALL	RETAINING WALL	
2/10/21	BRIGHT LIVING SAGINAW	824 MCCLEROY BLVD W	31265	NEW BUILDING	24 WOOD FRAMED COTTAGE UNITS	
2/10/21	BRIGHT LIVING SAGINAW	824 MCCLEROY BLVD W	34034 - 34057	REMODEL	FINISH OUT OF EACH UNIT	
3/5/21	CHISHOLM RIDGE PET HOSPITAL	1100 BLUE MOUND RD N 150	32489	REMODEL	COMBINE SUITE 160 & 150	
3/5/21	SAGINAW KIDS DENTISTRY	600 BAILEY BOSWELL RD E 100	33105	REMODEL	FINISH OUT FOR DENTAL OFFICE	
3/12/21	ENDLESS DISCOVERIES	823 TOWNE CT	33598	REMODEL	DRYWALL REPAIR	
10/20/92	ASHTON APARTMENTS	681 SAGINAW BLVD N	33897	ADDITION	FAÇADE IN FRONT OF OFFICE	
3/29/21	ENDLESS DISCOVERIES	823 TOWNE CT	33755	REMODEL	INTERIOR REMODEL	
3/30/21	COMMUNITY LINK MISSION	300 BELMONT ST	33772	ADDITION	BUILDING ADDITION - COVERED DOCK	
4/5/21	COMMUNITY LINK MISSION	300 BELMONT ST	31543	ADDITION	BUILDING ADDITION	
4/6/21	DYNEVOER EXPRESS INC	612 BURLINGTON RD	33913	REMODEL	INSTALL OVERHEAD DOOR	
4/9/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33109	NEW BUILDING	NEW SHELL BUILDING	

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

MAY 2021

4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	31328	NEW COMPLEX	NEW 270 UNIT APARTMENT COMPLEX
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	34386 - 34855	REMODEL	FINISH OUT OF EACH UNIT
4/14/21	CRESTVIEW PRINTING	113 GREEN AVE W	33991	ACCESSORY	REMODEL OF TRASH BIN
4/14/21	K & H TRUCKWELD	1300 INDUSTRIAL AVE E	34093	REMODEL	INSTALL OVERHEAD DOOR
4/14/21	CITY OF SAGINAW - BUILDING	301 SAGINAW BLVD S	34195	REMODEL	REMODEL OF EXTERIOR RESTROOMS
4/19/21	7 ELEVEN	1150 LONGHORN RD	31128	NEW BUILDING	NEW COMMERCIAL BUILDING
4/23/21	WAL MART	1401 SAGINAW BLVD N	33467	REMODEL	INTERIOR REMODEL
4/28/21	PALOMINO SOUTHERN LTD	532 SAGINAW BLVD S	34298	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS ISSUED THIS MONTH					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
5/10/21	A T & T AUTHORIZED RETAILER	923 SAGINAW BLVD N 100	34694	REMODEL	INTERIOR REMODEL
5/18/21	MCDANIEL	829 TOWNE CT	34143	REMODEL	INTERIOR REMODEL
5/25/21	T MOBILE	1453 SAGINAW BLVD N 100	34794	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS TO BE PICKED UP					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
2/1/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33111	REMODEL	FINISH OUT
2/22/21	QUIKTRIP 988	1100 BLUE MOUND RD S	33337	REMODEL	INTERIOR REMODEL
3/23/21	CITY OF SAGINAW - FIRE STATION 1	700 MCCLEROY BLVD W	33883	NEW BUILDING	NEW FIRE STATION
4/19/21	AMERICAN NATIONAL BANK	825 SAGINAW BLVD N	34177	REMODEL	REMODEL AFTER STORM
4/21/21	S A C	5323 BLUE MOUND RD S	34321	REMODEL	ANTENNA UPGRADE
5/5/21	A T & T MOBILITY	1120 WATSON RD S	34321	REMODEL	ANTENNA UPGRADE
5/25/21	DISH WIRELESS	955 KENNEDY LN 300	34874	REMODEL	ANTENNA UPGRADE
BUILDING PERMITS IN PLAN REVIEW					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
11/18/20	THE DEPOT	BELMONT ST S	31601	NEW BUILDING	NEW COMMERCIAL BUILDING
3/30/21	WHATABURGER INC 492	5455 BLUE MOUND RD S	33927	REMODEL	BUILDING REMODEL
5/11/21	FASHION HAIR DESIGN	204 W J BOAZ RD	34751	REMODEL	INTERIOR REMODEL
5/17/21	BALLARD FAMILY DENTAL	701 BAILEY BOSWELL RD W	34802	ADDITION	ADD SECOND FLOOR & FIRE SPRINKLERS
5/27/21	TALKING TADPOLES	833 TOWNE CT	34889	REMODEL	INTERIOR REMODEL
CLOSED PROJECTS					

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

JUNE 2021

C/O ISSUED THIS MONTH						
DATE	NAME	ADDRESS	PERMIT #	IWORQ	CERTIFICATE	
6/3/21	SAGINAW LIQUIDATION SALES	532 SAGINAW BLVD N	CO-26-20/21	6/3/21	6/17/21	
6/10/21	AFRICAN GAME INDUSTRIES INC	1000 KENNEDY LN 112	CO-27-20/21	6/10/21	6/17/21	
6/18/21	FOUNDATION BUILDING MATERIALS LLC	1324 INDUSTRIAL AVE E	CO-28-20/21	6/18/21	6/22/21	
6/21/21	CORE REHAB	816 TOWNE CT 300	CO-29-20/21	6/21/21	6/22/21	
6/21/21	METROPLEX BACKHOE SERVICE LLC	1001 KENNEDY LN 4 420	CO-30-20/21	6/21/21	6/22/21	
6/22/21	ART NAILS	1029 SAGINAW BLVD N D 3	CO-31-20/21	6/22/21	6/24/21	
6/22/21	KOSKIL NORTH AMERICA INC	1000 KENNEDY LN 107	CO-32-20/21	6/22/21	6/24/21	
6/24/21	RIVER CHURCH	420 GREEN AVE W	CO-33-20/21	6/24/21	6/24/21	
TEMP C/O						
DATE	NAME	ADDRESS	PERMIT #	COMMENTS		
5/13/21	PLANET FITNESS	608 SAGINAW BLVD S	CO-22-20/21			
COM/IND OPEN BUILDING PERMITS						
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS	
4/28/17	MILLER MILLING	221 FAIRMOUNT ST S	20546	NEW BUILDING	NEW FLOUR MILL	
7/9/18	U F P	444 SANSOM BLVD	23101	ACCESSORY	DETACHED ACCESSORY TO STORE RAW MATERIALS	
7/27/18	U F P	444 SANSOM BLVD	23228	ADDITION	ADDITION TO EXISTING BUILDING FOR STORAGE	
1/24/19	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	23714	REMODEL	REMODEL	
7/10/19	VIBRANT CHURCH	228 BELMONT ST	26471	REMODEL	REMODEL STAGE AREA	
9/11/19	T MOBILE	203 BAILEY BOSWELL RD E	26872	REMODEL	UPGRADE ANTENNA	
10/23/19	SPRINT	300 OLD DECATUR RD N A	27135	REMODEL	UPGRADE ANTENNA & EXPAND WALL	
4/23/20	HIGHLAND MIDDLE SCHOOL	1001 BAILEY BOSWELL RD E	29805	JOB TRAILER	JOB TRAILER FOR NEW FOOTBALL FIELD	
7/21/20	T MOBILE	620 PARK CENTER BLVD	30694	REMODEL	ANTENNA UPGRADE	
9/11/20	TBD	209 BELMONT ST S BLDG 1	30692	NEW BUILDING	NEW COMMERCIAL BUILDING	
9/29/20	PLANET FITNESS	608 SAGINAW BLVD	30568	REMODEL	INTERIOR FINISH OUT	
10/1/20	STEELE FOLSOM MARTIN INC	940 BLUE MOUND RD S	31220	REMODEL	REMODEL COMMERCIAL SPACE	
10/1/20	STEELE FOLSOM MARTIN INC	952 BLUE MOUND RD S	31221	REMODEL	REMODEL COMMERCIAL SPACE	
10/28/20	AGGREGATE CAPITAL & DEVELOPMENT	800 BLUE MOUND RD S	31257	REMODEL	ADDITION OF RESTROOM & STORAGE AREA	
11/12/20	FUEL CITY SAGINAW	1080 BLUE MOUND RD	30564	PAVING	EXPANSION OF PARKING LOT	
11/13/20	D F W PLASTICS	901 INDUSTRIAL AVE E	31381	REMODEL	ADDITION OF 3 RESTROOMS	
12/10/20	GREAT WESTER INN	5317 BLUE MOUND RD S	32417 - 32454	REMODEL	MISC REPAIR IN 38 ROOMS	
12/17/20	ATTEBURY GRAIN INC	624 BURLINGTON RD	31657	NEW BUILDING	RAIL CAR LOADING BUILDING	
12/29/20	SBA COMMUNICATIONS	124 OPAL ST - ANTENNA	31672	REMODEL	UPGRADE EQUIPMENT	
12/30/20	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	31219	NEW BUILDING	3 STORY SELF STORAGE BUILDING	
1/5/21	M L HEALTHCARE	848 MCLEROY BLVD W	29305	NEW BUILDING	NEW SKILLED NURSING FACILITY	
1/5/21	WELLS FARGO ATM	504 SAGINAW BLVD S	31166	REMODEL	EXTERIOR LIGHTING UPGRADE	
1/7/21	T S C A - 253 LP	1453 SAGINAW BLVD N	31502	PAVING	CONCRETE REPAIRS	
2/9/21	ALL STORAGE SAGINAW LLC	1416 OLD DECATUR RD N	33092	RETAINING WALL	RETAINING WALL	
2/10/21	BRIGHT LIVING SAGINAW	824 MCLEROY BLVD W	31265	NEW BUILDING	24 WOOD FRAMED COTTAGE UNITS	
2/10/21	BRIGHT LIVING SAGINAW	824 MCLEROY BLVD W	34034 - 34057	REMODEL	FINISH OUT OF EACH UNIT	
3/5/21	SAGINAW KIDS DENTISTRY	600 BAILEY BOSWELL RD E 100	33105	REMODEL	FINISH OUT FOR DENTAL OFFICE	
3/12/21	ENDLESS DISCOVERIES	823 TOWNE CT	33598	REMODEL	DRYWALL REPAIR	
10/20/92	ASHTON APARTMENTS	681 SAGINAW BLVD N	33897	ADDITION	FAÇADE IN FRONT OF OFFICE	
3/29/21	ENDLESS DISCOVERIES	823 TOWNE CT	33755	REMODEL	INTERIOR REMODEL	
3/30/21	COMMUNITY LINK MISSION	300 BELMONT ST	33772	ADDITION	BUILDING ADDITION - COVERED DOCK	
4/5/21	COMMUNITY LINK MISSION	300 BELMONT ST	31543	ADDITION	BUILDING ADDITION	

CITY OF SAGINAW
COMMERCIAL BUILDING REPORT

JUNE 2021

4/6/21	DYNEVOER EXPRESS INC	612 BURLINGTON RD	33913	REMODEL	INSTALL OVERHEAD DOOR
4/9/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33109	NEW BUILDING	NEW SHELL BUILDING
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	31328	NEW COMPLEX	NEW 270 UNIT APARTMENT COMPLEX
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	34378 - 34384	NEW BUILDING	NEW 270 UNIT APARTMENT COMPLEX
4/12/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	34386 - 34655	REMODEL	FINISH OUT OF EACH UNIT
4/14/21	CRESTVIEW PRINTING	113 GREEN AVE W	33991	ACCESSORY	REMODEL OF TRASH BIN
4/14/21	K & H TRUCKWELD	1300 INDUSTRIAL AVE E	34093	REMODEL	INSTALL OVERHEAD DOOR
4/14/21	CITY OF SAGINAW - BUILDING	301 SAGINAW BLVD S	34195	REMODEL	REMODEL OF EXTERIOR RESTROOMS
4/19/21	7 ELEVEN	1150 LONGHORN RD	31128	NEW BUILDING	NEW COMMERCIAL BUILDING
4/21/21	U C D SAGINAW LP - PROS BLUE MOUND	1350 BLUE MOUND RD N	34306	NEW BUILDING	JOB TRAILER
4/23/21	WAL MART	1401 SAGINAW BLVD N	33467	REMODEL	INTERIOR REMODEL
4/28/21	PALOMINO SOUTHERN LTD	532 SAGINAW BLVD S	34298	REMODEL	INTERIOR REMODEL
5/18/21	MCDANIEL	829 TOWNE CT	34143	REMODEL	INTERIOR REMODEL
5/25/21	T MOBILE	1453 SAGINAW BLVD N 100	34794	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS ISSUED THIS MONTH					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
6/3/21	DISH WIRELESS	955 KENNEDY LN 300	34874	REMODEL	ANTENNA UPGRADE
6/10/21	CITY OF SAGINAW - FIRE STATION 1	700 MCCLEROY BLVD W	33883	NEW BUILDING	NEW FIRE STATION
6/11/21	CHIPOTLE MEXICAN GRILL	1424 OLD DECATUR RD N	33111	REMODEL	FINISH OUT
6/16/21	ATOLL INVESTMENTS	1248 INDUSTRIAL AVE E	35025	REMODEL	ROOF
6/21/21	TALKING TADPOLES	833 TOWNE CT	34889	REMODEL	INTERIOR REMODEL
6/22/21	CITY OF SAGINAW - FIRE STATION 1	700 MCCLEROY BLVD W	35068	NEW BUILDING	JOB TRAILER
6/29/21	A T & T MOBILITY	1504 WAGLEY ROBERTSON RD	34915	REMODEL	ANTENNA UPGRADE
6/29/21	QUIKTRIP 988	1100 BLUE MOUND RD S	33337	REMODEL	INTERIOR REMODEL
COM/IND BUILDING PERMITS TO BE PICKED UP					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
3/30/21	WHATABURGER INC 492	5455 BLUE MOUND RD S	33927	REMODEL	BUILDING REMODEL
4/19/21	AMERICAN NATIONAL BANK	825 SAGINAW BLVD N	34177	REMODEL	REMODEL AFTER STORM
4/21/21	S A C	5323 BLUE MOUND RD S	34321	REMODEL	ANTENNA UPGRADE
5/5/21	A T & T MOBILITY	1120 WATSON RD S	34321	REMODEL	ANTENNA UPGRADE
6/8/21	MCDONALDS	1165 SAGINAW BLVD N	34966	REMODEL	BUILDING REMODEL
6/24/21	RED AERO PACK MAIL SHIP	900 BLUE MOUND RD N 148	35078	REMODEL	COMBINE SUITE 144 & 148
BUILDING PERMITS IN PLAN REVIEW					
DATE	NAME	ADDRESS	PERMIT #	TYPE	COMMENTS
5/11/21	FASHION HAIR DESIGN	204 W J BOAZ RD	34751	REMODEL	INTERIOR REMODEL
5/17/21	BALLARD FAMILY DENTAL	701 BAILEY BOSWELL RD W	34802	ADDITION	ADD SECOND FLOOR & FIRE SPRINKLERS
6/30/21	STEVEN BARBER INSURANCE	209 BELMONT ST S BLDG 1	35176	REMODEL	FINISH OUT
CLOSED PROJECTS					

**PLANNING AND ZONING COMMISSION
2020-2021 CASE REPORT**

CASE #	APPLICANT	LOCATION	REQUEST	PZ DATE	P&Z DECISION	CC DATE	CC DECISION
3/9/2021	Kimley Horn	Workshop	City of Saginaw Comprehensive Plan Update	03/09/21			
PZ 0421-01	Doug Powell	North of Bailey Boswell Road, East of 287, and West of Wagley Roberts	Change Zoning to a Planned Development for Beltmill	04/13/21	Recommended Approval	04/20/21	Approved
PZ 0421-02	Doug Powell	Same as above	Preliminary Plat for Beltmill	04/13/21	Recommended Approval	04/20/21	Approved
PZ 0421-03	Tod Finley	Lot 1, Block B, Beltmill Pla	Approval of Site Plan for The Grand Apartments		Recommended Approval	04/20/21	Approved
PZ 0421-04	Rick Trice, City of Saginaw		approval of amendment to the zoning ordinance to add the use, Wineries	04/13/21	Recommended Approval	04/20/21	Approved
PZ 0521-01	Mayson Meier HHS Residential	South of W McLeroy, West of Woodcrest	Approval of Zoning change from NC & MFI to a Planned Development Villas of Willow Creek	05/11/21	Continued until 6/8/21, Recommended denial at 6/8/21 meeting	06/15/21	CC continued until 7/20/21
PZ 0521-02	Rick Trice, City of Saginaw		approval of amendment to the zoning ordinance to add the use, Breweries	05/11/21	Recommended Approval	06/15/21	Approved

**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 MCCLEROY BOULEVARD
JULY 13, 2021**

Present at the Meeting:

Chairman	Place No. 3	Matthew Lewis
Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Member	Place No. 5	Jason LaBruyere
Director Public Works		Rick Trice
City Attorney		Lindsey Hale
Chief Building Official		Larry Little
Management Analyst		Susy Victor-Trevino
Management Analyst		John Cervantes
Management Analyst		Kevin Pantoja
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 4	Malinda Julien
Alternate Member	Alt. No. 1	Randy Villarreal
Alternate Member	Alt. No. 2	Brent Wooten

Visitors at the Meeting:

None

(1) Call to Order

Chairman Lewis called the meeting to order at 6:03 p.m.

(2) Roll Call to Establish Quorum

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

(3) Audience participation

This item was bypassed.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on June 8, 2021 were presented for approval. A motion was made by Vice Chairman Haney with a second by Member Barngrover to approve the minutes for June 8, 2021, 2021 as presented. Motion carried unanimously.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

(5) PZ 0721-01

Consideration And Action Regarding Approval Of A Final Plat For Beltmill Parkway and Millstone Road Right-Of-Way

DPW Trice reviewed the information included in the members' packets.

A motion was made by Member LaBruyere with a second by Vice Chairman Haney to recommend that the city council the final plat for Beltmill Parkway and Millstone Road Right of Way, being 9.112 acres out of the B Thomas Survey, Abstract No. 1497. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

(6) PZ 0721-02

Consideration And Action Regarding Approval Of A Final Plat For The Grand At Saginaw, Lot 1, Block B, Beltmill, Being 9.840 Acres In The B. Thomas Survey, Abstract No. 1497, City Of Saginaw

DPW Trice reviewed the information the members received in their packets regarding this plat. He reminded them that the Commission recommended approval and the City Council approved a site plan for this project in April of this year.

A motion was made by Vice Chairman Haney with a second by Member LaBruyere to recommend that the City Council approve the final plat for Grand at Saginaw, Lot 1, Block 1. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

(7) PZ 0721-03

PUBLIC HEARING

Consideration And Action Regarding An Amendment To The Zoning Ordinance (No. 2002-04), Amending Section 8-17 Of Article 8 "Supplemental District Regulations"; And Section 12-2 Of Article

12 “Definitions”; Providing A Deadline Compliance With The Regulations Set Forth Herein, Amending The Definitions Of Extended-Stay Hotel And Hotel/Motel

Chairman Lewis opened the Public Hearing at 6:16 p.m.

DPW Trice briefly explained this amendment and introduced Management Analysts Susy Victor-Trevino and John Cervantes.

Susy and John explained the details of this amendment with a power point presentation. They answered questions from the members.

Chairman Lewis closed the Public Hearing at 6:31 p.m.

A motion was made by Vice Chairman Haney with a second by Member Barngrover to recommend that the City Council approve this amendment to the Zoning Ordinance, Section 8-17 and 12-2 setting regulation and a definition for extended stay hotel/motel. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

**(8) PZ 0721-04 PUBLIC HEARING
Consideration And Action Regarding And Amendment To The Zoning Ordinance (No. 2002-04),
Amending Section 7-2, Carport Overlay District**

Chairman Lewis opened the Public Hearing at 6:32 p.m.

DPW Trice reviewed the information furnished in the members’ packets and explained that this amendment was requested by the multifamily developers to allow covered parking in Multi-Family Zoning Districts.

Member Lewis closed the Public Hearing at 6:34 p.m.

A motion was made by Member LaBruyere with a second by Member Barngrover to recommend that the City Council approve the amendment to the zoning ordinance, Section 7-2 Carport Overlay District. Motion carried.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

**(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.

For: Chairman Lewis, Vice Chairman Haney
Members Barngrover, LaBruyere

Against: None

Absent Member Julien, Alternate Member Villarreal, Wooten

Chairman Lewis declared the meeting of July 13, 2021 closed at 6:43 p.m.

APPROVED:

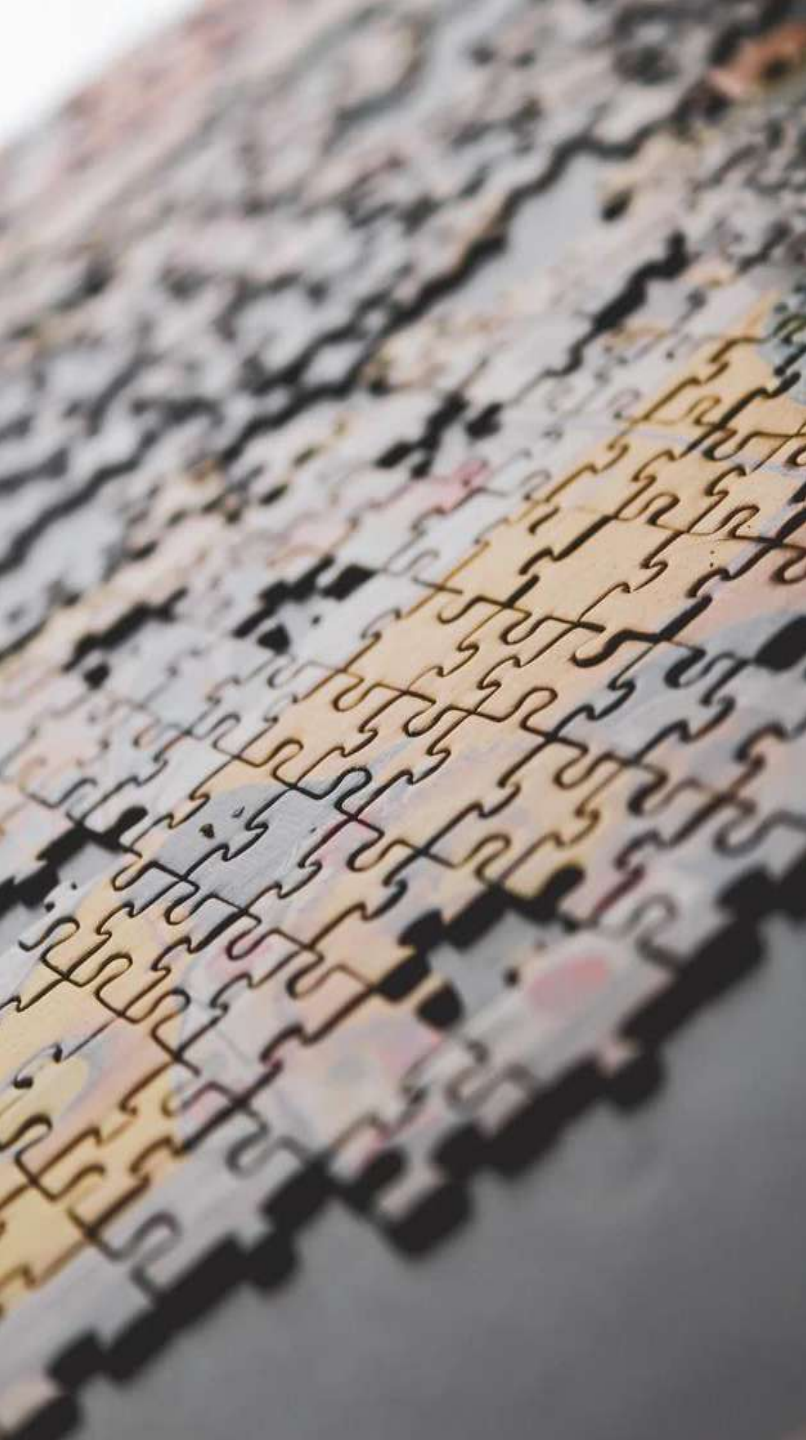
Matthew Lewis, Chairman

ATTEST:

Mary Ragle, Recording Secretary

HOTMO/EXTENDED STAY
ORDINANCE WORKSHOP

July 13, 2021



ORDINANCE CHANGES OVERVIEW

Problem: Illegitimate Residency Operations (Permanent Housing)

Solution: Clarifying the Time Period Restrictions of Motel/Hotel/Extended-Stays (*HME*)

Problem: Inappropriate and Illegal Activity

Solution: Expanded Safety Protocols

Problem: Improper Record Keeping

Solution: Increased Registration Standards

DEFINITIONS

Housing of
Last Resort

Enforcement
Official

Legitimate
Business

Hotel, Motel

Extended-
Stay Hotel,
Motel

Consecutive
Stay

Portable
Convenience
Appliance

Fixed
Cooking
Appliance

PROVISIONS APPLICABLE TO HOTELS, MOTELS, AND EXTENDED-STAY HOTEL

1. No Housing of Last Resort Allowed
 - I. Permitted only under Government Acknowledged State of Emergency
2. Only Legitimate Business Allowed on Premises
3. Lodging at Hourly Rates not Permitted
4. No More Guests Allowed than the Allotted Sleeping Arrangement Design
 - I. Children 17 and Under Excluded
5. No Rooms Shall be Allocated for Employee/Family Members use
6. Written Records Required (*See Slide 8*)
7. Bona-Fide Employee Present at All Times
8. Portable Convenience Appliances Allowed (*Excluding Toaster-Ovens*)
9. Mandatory Housekeeping every 48 Hours with Cleaning Log Requirement
- ✓ Adoption of Miscellaneous Provisions are Included to Ensure the Proper Operation of HME's



HOTEL

PROVISIONS APPLICABLE TO HOTELS AND MOTELS

1. 30 Consecutive Day Stay Limit
 - I. No more than 60 Days in 180 Day Period
 - II. Required 14 Day Vacancy Period Between 30 Consecutive Day Stays
 - III. Includes any Individual a part of Original Party
2. May Not Transition and Operate as an Extended-Stay Until in Full Compliance with Provisions and Zoning
3. Fixed Cooking Appliances are Prohibited
- ✓ Restricts Patrons from Extending Existing Stays and Encourages them to stay in Appropriate Lodging Arrangements if in need of longer Accommodations.



PROVISIONS APPLICABLE TO EXTENDED-STAY HOTELS

1. 180 Consecutive Day Stay Limit
 - I. 90 Day Vacancy Between Stays
 - II. Includes any Individual a part of Original Party
 2. Extended-Stays Must Contain:
 - I. Fixed Cooking Appliances
 - II. Storage for Food Preparation
-
- ✓ Previous Ordinance had Conflicting Language Concerning Lengths of Stay for Extended-Stays
 - ✓ Intended to Prevent Extended-Stays from Virtually Becoming Apartment Complexes



SAFETY

1. Unlawful Activity Must be Reported
2. Must Provide and Maintain Security Approved ✓
by City Enforcement Official
Video Surveillance and Security
Corroborates Accounts of Criminal
Activity
3. Exterior Doors Locked and Monitored from 10
PM – 6 AM
 - I. Door Panic Hardware Required
4. Functioning Video Surveillance System
 - I. 24-hour capability ✓
Video Evidence may Assist with
Nuisance Abatement Processing
 - II. 30-day footage retention
 - III. Systems subject to conformity
inspections
5. Vehicle Registration and Identifying Placard
Including
 - I. Establishment name □
Vehicle Placards Help Easily Identify
Staff and Patrons Apart
from Unwelcomed Transients/Loitering
 - II. Vehicle Registration Number
 - III. Check-out date





REGISTRATION RECORD KEEPING

1. Maintained Daily Written/Digital Records of Guests
 2. Minimum 180 Day Record Keeping
 3. Records Must be Available to the City of Saginaw Enforcement Officials
 4. Outlined Record Requirements
 - I. Personal Information i.e. Name, Address, Phone etc.
 - II. Room Assignments
 - III. Arrival/Departure times
 - IV. Room Rates/Payment Method
 - V. Vehicle Information
 - VI. Valid ID
- ✓ Increases Enforcement Official's Investigation Capabilities by Providing Accessible Information
 - ✓ Holds Businesses Accountable Especially in Conjunction with Video Surveillance



ENFORCEMENT

1. City Enforcement Officials have Responsibility to Enforce in Common Areas and Occupied/Unoccupied Rooms
 2. Upon Refusal Officials have Recourse to Secure Entry by any Means Allowed by Law
 3. City may Declare Nuisance and Begin Abatement Process
 4. Violators Fined up to \$2,000 per Offense
-
- ✓ Current Ordinance Lacks Guidelines for Handling Violations
 - ✓ Penalty Standard sets Expectations for Businesses

QUESTIONS??

CITY OF SAGINAW, TEXAS

ORDINANCE NO. 2021-14

AN ORDINANCE AMENDING ORDINANCE NO. 2002-04, AS AMENDED, THE ZONING REGULATIONS OF THE CITY OF SAGINAW, TEXAS BY AMENDING SECTION 8-17 OF ARTICLE 8 “SUPPLEMENTAL DISTRICT REGULATIONS; AND SECTION 12-2 OF ARTICLE 12 “DEFINITIONS”; PROVIDING A DEADLINE FOR COMPLIANCE WITH THE REGULATIONS SET FORTH HEREIN; AMENDING THE DEFINITIONS OF EXTENDED-STAY HOTEL AND HOTEL/MOTEL; 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 PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AND EFFECTIVE DATE.

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

WHEREAS, the City of Saginaw, Texas has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publications and procedural requirements for the adoption of these zoning regulations; and

WHEREAS, the City Council finds that the regulations contained herein are necessary to ensure the continued availability of transient lodging within the City of Saginaw and to ensure the continued use of hotels and motels in the manner intended at the time of adoption of the Zoning Regulations; and

WHEREAS, the City Council further finds that the regulations are necessary to discourage transient lodging properties from becoming permanent residences; and

WHEREAS, the City Council further finds that a 180-day compliance period, with respect to the regulations set forth herein, is reasonable and in the best interest of the public health, safety and general welfare.

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

SECTION 1.

Section 8-17 of Article 8 “Supplemental District Regulations” of Appendix A, of the Zoning Regulations of the City of Saginaw, Texas, is hereby amended to read as follows:

“Sec. 8-17. - Hotel/motel occupancy limits.

- A. *Purposes and Findings.* The purpose of this section is to ensure the continued availability of quality transient lodging within the City of Saginaw and to ensure the protection of the health, safety, and welfare of hotel, motel, and extended-stay inhabitants and employees. City Enforcement Officials responsible for monitoring, investigating, and administering the safety and welfare of hotels, motels, and extended-stay hotels are the City of Saginaw's Code Compliance Department, Police Department, and Fire Department.
- B. *Provisions Applicable to hotels, motels, and extended-stay hotels.*
1. Except as otherwise provided by law, each hotel, motel, and extended-stay hotel shall post a legible copy of the text of this Section 8-17 (B) in an open and conspicuous place within the public lobby area, and in an open and conspicuous place where other postings are required by law, in each room available for rent.
 2. The initial construction of a hotel, motel, or extended-stay hotel and its subsequent operation shall fully comply with provisions outlined in this article and all associated zoning ordinances.
 3. Hotels, motels and extended-stay hotels operate for the benefit of travelers and transient parties conducting legitimate business in the surrounding vicinity. A legitimate business is one which has been authorized to exercise its activities by following the rules and regulations under the City of Saginaw's jurisdiction. No hotel, motel or extended-stay hotel may be used as housing of last resort. Housing of last resort occurs when an owner-occupant or tenant no longer has any appropriate housing options available under their discretion and is needing to seek accommodations. Housing of last resort will only be permitted during an event that is deemed a state of emergency by a government mandate.
 4. No hotel, motel, or extended stay hotel shall allow anyone of the age seventeen and under to rent a room.
 5. No hotel, motel, or extended stay hotel shall offer any lodging rates based on an hourly rate to any potential or existing guest.
 6. No room within any hotel, motel, or extended-stay is allowed to have more guests than the number of people of which its available sleeping arrangements are designed for. Children, aged seventeen and under, are not included in this total number.
 7. No hotel, motel, or extended-stay hotel shall have any rooms allocated for the lodging of any bona-fide employee or their family.

8. All hotels, motels, or extended-stay hotels must maintain daily written records reflecting the renting, letting, or other provision of any of its rooms as described in Subsection E. The required records shall be maintained for no less than one year or for such longer period as may be prescribed by law. All records shall be available for review by City Enforcement Officials during normal business hours.
9. For every hour of operation, a hotel, motel, or extended-stay hotel must ensure a bona-fide employee is present to assist any City Enforcement Official in maintaining the safety of its patrons.
10. All hotels, motels, and extended-stay hotels must provide and maintain quality running hard-wired smoke detectors or smoke alarms in all rooms and common areas for the duration of the hotel, motel, and extended-stay hotel's existence.
11. All hotels, motels, and extended-stay hotels may have portable convenience appliances, except for toaster ovens. Portable convenience appliances are defined as devices that are designed for household tasks and can be easily relocated.
12. All hotels, motels, and extended-stay hotels must provide daily housekeeping services with all standard room rates. Cleaning shall occur at least every 48 hours and must include the changing of linens prior to any incoming guest. Cleaning services must be logged and kept for a minimum of six months. All cleaning logs must be accessible to City officials upon request.
13. All hotels, motels, and extended-stay hotels must maintain the cleanliness of common areas as required by law.

C. *Provisions Applicable to hotels and motels.*

1. No hotel or motel shall allow any person to occupy any of its guest rooms for more than thirty (30) consecutive days, nor more than sixty (60) total days during a 180-day period. Any guest who has resided for thirty (30) consecutive days at a hotel or motel must undergo a two-week (14-day) vacancy between stays before beginning any new rental agreement with said hotel or motel. A consecutive stay is constituted as an accommodation lasting longer than 24 hours beginning from check in date and ending on the checkout date at a hotel/motel. Individuals who check out and back in of their accommodations within 72-hours of their previous booking will incur time onto their original stay's length as one combined and continuous period. Any party who violates this provision is subjected to the penalties of this article; no room may again be rented, let or otherwise provided to

that same party or to any individual, firm, or entity that was a member of said party.

2. No hotel or motel may transition towards operating as an extended-stay hotel until it fully complies with all existing extended-stay hotel provisions, associated zoning ordinances, and be up to code.
3. Any property left in a room by a person or party that has checked out shall be removed by the operator of the hotel or motel and stored or otherwise disposed of in accordance with applicable laws.
4. Fixed cooking appliances and storage for food preparation shall not be available in any guest room at any hotel or motel. Fixed cooking appliances are considered devices which are designed to cook through the use of a stove top burner or hot plate, including but not limited to appliances such as stoves, ovens, and grills. Storage for food preparation appliances which help to preserve the freshness of food include but are not limited to, full-size refrigerators.

D. *Provisions Applicable to extended-stay hotels.*

1. Any guest who has resided for more than 180 consecutive days at an extended-stay hotel must at least undergo a 90-day vacancy between stays before beginning any new rental agreement with said extended-stay hotel. A consecutive stay is constituted as an accommodation lasting longer than 24 hours beginning from check in date and ending on check out date at an extended-stay hotel. Individuals who check out and back in of their accommodations within 72-hours of their previous booking will incur time onto their original stay's length as one combined and continuous period. Any party who violates this provision is subjected to the penalties of this article; no room may again be rented, let or otherwise provided to that same party or to any individual, firm, or entity that was a member of said party.
2. Each extended-stay hotel room intended or designed to be used, or which are used, rented, or hired out to be occupied by the public must contain fixed cooking appliances and storage for food preparation including, but not limited to, appliances such as full-size refrigerators, stoves, and ovens.

E. *Registration Record Keeping*

1. All hotels, motels, and extended-stay hotels must maintain daily written or electronic records of all rental agreements between the hotel, motel, or extended-stay hotel and all patrons and their guests.

2. All records must be kept for a minimum of 180 days after the rental agreement's termination.
3. All records must be available during regular business hours upon the request of City Enforcement Officials.
4. All records must, at a minimum, maintain the following for each patron and their guest:
 - (i) Legal name, phone number, and home address;
 - (ii) Room number assigned;
 - (iii) Date and time of arrival, scheduled departure, and actual departure;
 - (iv) The rate charged and amount collected for their room's rental;
 - (v) Payment method for each room; and
 - (vi) The make, model, year, color, license plate number, and license plate state of any vehicle which anticipates parking on the premises.
5. All patrons and their guests must present valid photo identification to rent a room at any hotel, motel, or extended-stay hotel. Valid photo identification may include a legally issued document such as a current driver's license, military identification card, state identification card, or passport. A copy of the presented identification must be kept for a minimum of 180-days after their check out date. Any hotel, motel, or extended-stay operator who does not verify the identification of a patron and their guests or approves lodging services without proper identification shall be in violation of this article.
6. It shall be unlawful for any hotel, motel, or extended-stay hotel to accept any illegitimate form of identification from any patron or guest, or to falsify any identification documentation and information needed for lodging registration.

F. *Safety*

1. Any hotel, motel, or extended-stay hotel must report any suspicious or unlawful activity to City Enforcement Officials.
2. It is the responsibility of all hotels, motels, and extended-stay hotels to inform any patron and guests that loitering by visitors is prohibited as required by the law.

3. All exterior doors, apart from the lobby doors or doors otherwise approved by the Enforcement Official, must be locked between the hours of 10:00 p.m. and 6:00 a.m. and must possess equipment that will notify the hotel, motel, or extended-stay hotel security or other employees a door has been opened. In addition, all doors must possess panic hardware to allow for emergency egress, which must be approved by Enforcement Officials. Furthermore, all exterior doors shall be maintained and readily accessible for emergency access by the Fire Department.
4. Any hotel, motel, or extended-stay hotel must provide and maintain security in its parking area. This may include a live patrol guard, fencing consistent with the zoning code, or other security measure approved in writing by the City Enforcement Official.
5. All hotels, motels, and extended-stay hotels must install a video surveillance system and/or ensure that any previously installed video surveillance systems are deemed compliant by the City Enforcement Official. All assessments must be requested by the hotel, motel, or extended-stay hotel within the 180-day compliance period as required in Section 3 of this Ordinance.
6. All video surveillance systems shall be active and functioning 24 hours a day, seven days a week, and recorded footage must be retained for a minimum of 30 days.
7. All hotels, motels, and extended-stay hotels must dedicate at least one video surveillance camera to all common spaces, including but not limited to lobbies, entrances/exits, hallways, and parking lots. Placement of cameras must be approved by the City Enforcement Official.
8. All employees and customers must be notified of the video surveillance system by displaying the system's notice of approval in a bona-fide common area.
9. Video surveillance systems shall be subject to regular inspection by the City Enforcement Official to determine conformity under this section. If the video surveillance system does not conform, the hotel, motel, or extended-stay hotel must immediately rectify the compliance violation.
10. All patrons and guests who desire to park a vehicle on the premises of any hotel, motel, or extended-stay hotel, must register their vehicle upon initial registration and any time after. Vehicle registrations must be recorded as stated in Subsection E4-6.
11. Any registered vehicle must be provided with a placard that must at all times be easily visible from outside the vehicle by any bystander. The placard

must contain the establishment's name, vehicle registration number, and check-out date at a minimum.

G. *Enforcement*

1. All common areas and unoccupied rooms within any hotel, motel, or extended-stay hotel are subject to inspection by City Enforcement Officials.
2. City Enforcement Officials shall have the responsibility for the enforcement of this section.
3. If such structure or premises is occupied, City Enforcement Officials, shall present credentials to the occupant and request entry. If entry is refused by occupant, City Enforcement Officials shall have recourse to the remedies provided by law to secure entry. If such structure or premises is unoccupied, City Enforcement Officials shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused by the owner or other person having charge or control of the structure, City Enforcement Officials shall have recourse to all methods of entry allowed by law, and the owner and responsible party shall be in violation of this article and subject to punishment under section 1-13 of this Code.

H. *Unlawful Operation/Violation Penalties*

1. Any hotel, motel, or extended-stay hotel witnessing an entity violating the provisions of this article shall immediately ask that entity to leave the premises. If voluntary removal is not achieved, the Saginaw Police Department shall be notified to assist in the eviction and/or removal of that entity.
2. Any hotel, motel, or extended-stay hotel operated, conducted or maintained contrary to the provisions of this article may be declared to be unlawful and a public nuisance. The City may, in addition to or in lieu of all other remedies, commence actions or proceedings for abatement, removal or injunction thereof, in the manner provided by state law and this Code.
3. A nuisance may be abated upon any provision violation.
4. Any violator of the provisions of this article shall be fined not more than two thousand dollars (\$2,000.00) for each offense."

SECTION 2.

Section 12-2 “Definitions” of Article 12 “Definitions” is hereby amended by amending the definitions of Appendix A of the Code of Ordinances, the Zoning Regulations of the City of Saginaw, Texas, by amending “Extended-stay hotel/motel” and “Hotel, Motel” to read as follows:

“*****

Extended-Stay Hotel Motel. Any building containing five or more guest rooms intended, designed, or utilized for sleeping purposes by transient guests, including for stays in excess of thirty (30) consecutive days, or more than sixty (60) days during a 180-day period, which contain fixed cooking appliances.

Hotel/Motel. A building, or portion thereof, in which five or more guest rooms intended, designed, or utilized for sleeping purposes by transient guests for a period of less than thirty (30) consecutive days with a two-week (14-day) vacancy between stays, or for less than sixty (60) total days in any one-hundred and eighty (180) day period, for compensation.

*****”

SECTION 3.

All hotels, motels and extended-stay hotels existing upon the effective date of this Ordinance shall have one-hundred and eighty (180) days from the effective date of this Ordinance to either cease operations or fully comply with all provisions of this Ordinance.

SECTION 4.

This Ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code and Zoning Regulations 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 5.

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, 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 of decree of any court of competent jurisdiction, such as 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 6.

Any person, firm or corporation who violates, disobeys, omits, neglects, 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 not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of the Zoning Regulations of the City that have accrued at the time of the effective date of this Ordinance; and, as to such accused 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 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.

SECTION 9.

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 10.

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 the ____ day of _____, 2021.

TODD FLIPPO, MAYOR

ATTEST:

JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

BRYN MEREDITH, CITY ATTORNEY



City of Saginaw

Meeting Date: 7/20/2021

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

Agenda Items: (9)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

PUBLIC HEARING – Consideration and Action regarding an Ordinance of the City of Saginaw, Texas, Amending Appendix A (Zoning) of the Code of Ordinances to Amend Section 7-2 Carport Overlay District; Providing that this Ordinance Shall Be Cumulative of All Ordinances; Providing a Severability Clause; Providing for a Savings Clause; Providing a Penalty Clause; Providing for Publication in the Official Newspaper; and Providing an Effective Date.

BACKGROUND/DISCUSSION:

Sec. 7-2 of the Zoning Ordinance regulates the construction of carports. The section contains a defined “Carport Overlay District” where carports are allowed. Carports outside of the district are expressly prohibited.

On March 19, 2021, City Council adopted Ordinance 2021-07 allowing carports outside of the overlay district for a Public safety facility, police and fire, located in a Community Facility (CF) zoning district.

The City has received a request from the developer of a multifamily development to consider allowing car ports within the facility. Multifamily development may or may not have covered parking provided by garages.

The proposed ordinance amendment will allow the use of carports to provide protection of tenant’s vehicles from weather.

The ordinance is proposed to be amended to read as follows:

“Sec. 7-2. - Carport overlay district.

The city has established a carport overlay district wherein such carport may be allowed and expressly prohibits carports within any area outside of the carport overlay district with the following exceptions:

1. Public safety facility, police and fire, located in Community Facility (CF) zoning districts.
2. Multifamily developments in MF1 and MF2 zoning districts.
3. Carports are permitted in the carport overlay district according to the regulations contained herein.

The remaining provisions under Section 7-2 will remain unchanged.”

The Planning and Zoning Commission considered the item at its July 13, 2021 meeting and unanimously recommended approval.

FINANCIAL IMPACT:

N.A.

RECOMMENDATION:

Staff recommends that Ordinance 2021-__ be approved as recommended by the Planning and Zoning Commission.

ATTACHMENTS:

Description

Carport Ordinance

ORDINANCE NO. 2021- [REDACTED]

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A (ZONING) OF THE CODE OF ORDINANCES TO AMEND SECTION 7-2 CARPORT OVERLAY DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1.

That Article 7, Section 7-2. - Carport overlay district of Appendix A, "Zoning," to the Code of Ordinances of the City of Saginaw, is hereby amended to read as follows:

"Sec. 7-2. - Carport overlay district.

The city has established a carport overlay district wherein a carport may be allowed. The city expressly prohibits carports within any area outside of the carport overlay district, with the exception that carports are permitted outside of the carport overlay district on property zoned:

1. Community Facilities (CF) and used as a *Public Safety Facility, Police and Fire*, according to the regulations contained herein. Carports are permitted in the carport overlay district according to the regulations contained herein.
2. Zoned Multi-Family (MF1, MF2) and used as multi-family residential."

The remaining provisions under Section 7-2 will remain unchanged.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

PASSED AND APPROVED ON THIS 20th DAY OF July, 2021.

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney



City of Saginaw

Meeting Date: 7/20/2021

Staff Contact: Kim Quin
Finance Director

Agenda Items: (10)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

Consideration and action regarding approval of Ordinance No. 2021-15, authorizing the issuance and sale of the City of Saginaw, Texas General Obligation Bonds, Series 2021; levying an annual ad valorem tax and providing for the security for and payment of said bonds; approving the official statement; providing an effective date; and enacting other provisions relating to the subject

BACKGROUND/DISCUSSION:

On May 1, 2021 voters approved issuance of bonds for the design and construction of improvements to Knowles Drive and design and construction of a new library and senior citizens center.

At the June 1, 2021 City Council meeting, direction was given to issue \$9,000,000 of the voter approved bonds for the construction of the first phase of Knowles Drive (\$6,800,000), the design of the library (\$1,500,000) and senior citizens center (\$700,000).

FINANCIAL IMPACT:

The issuance of the bonds will impact the debt service portion of the tax rate.

RECOMMENDATION:

Approval of Ordinance No. 2021-15 authorizing the issuance and sale of the City of Saginaw, Texas General Obligation Bonds, Series 2021; levying an ad valorem tax and providing for the security for and payment of said bonds; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

ATTACHMENTS:

Description
bond sale timetable

Draft Ordinance

\$9,000,000*
CITY OF SAGINAW, TEXAS (THE "CITY")
GENERAL OBLIGATION BONDS, SERIES 2021
(THE "OBLIGATIONS")

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

Proposed Timetable

Wednesday, May 26, 2021	SAMCO Capital Markets, Inc., ("SAMCO") submits Official Statement Request ("RFI") for Information to City officials
Tuesday, June 1, 2021	Staff and Consultants brief the City Council on plan of finance and receive authorization to proceed with the issuance of bonds
Wednesday, June 2, 2021	City returns the RFI to SAMCO
Tuesday, June 8, 2021	First draft of Notice of Sale ("NOS") and the Preliminary Official Statement ("POS") sent to bond counsel, city officials, and rating agency for review
Wednesday, June 16, 2021	SAMCO receives comments on first draft of NOS and POS
Week of June 21, 2021	Conference call with Rating Agency
Tuesday, June 22, 2021	Second draft of NOS and POS sent to bond counsel, city officials, and rating agency for review
Wednesday, July 7, 2021	SAMCO receives comments on second draft of NOS and POS
Tuesday, July 13, 2021	Post NOS and POS to SAMCO website and email link to distribution list
Wednesday, July 14, 2021	Bond Rating Due
Tuesday, July 20, 2021	• Bond Pricing • City Council authorizes the sale of the Bonds (6:00 P.M.)
Tuesday, July 27, 2021	Print and distribute Final Official Statement and post to SAMCO website
Wednesday, August 11, 2021	SAMCO notifies all parties of closing/delivery instructions
Wednesday, August 18, 2021	Obligations Closing; Funds wired to the City's depository bank

**Preliminary; subject to change.*

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
TARRANT COUNTY
CITY OF SAGINAW

We, the undersign officers of the City of Saginaw, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in a regular meeting on July 20, 2021, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Todd Flippo	Mayor
Charles Beasley	Place 1
Nicky Lawson	Place 2
Valerie Junkersfield	Mayor Pro Tem/Place 3
Charles Tucker	Place 4
Cindy Bighorse	Place 5
Mary Copeland	Place 6

and all of said persons were present except Patrick Farr, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SAGINAW, TEXAS GENERAL OBLIGATION BONDS, SERIES 2021; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING THE OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. That a true, full and correct copy of the aforesaid Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED JULY 20, 2021.

City Secretary
City of Saginaw, Texas

(CITY SEAL)

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SAGINAW, TEXAS GENERAL OBLIGATION BONDS, SERIES 2021; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING THE OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

**THE STATE OF TEXAS
COUNTY OF TARRANT
CITY OF SAGINAW**

**§
§
§**

WHEREAS, by virtue of an election held within the City of Saginaw, Texas (“the Issuer”) on May 1, 2021, this City Council became authorized to issue, sell and deliver the general obligation bonds of the Issuer, of which there have been issued heretofore, are authorized to be issued by this Ordinance, and will remain authorized but unissued hereafter, as described in Schedule I attached hereto and incorporated herein;

WHEREAS, this City Council finds and determines that it is necessary and proper to order the issuance, sale and delivery of such voted bonds;

WHEREAS, the Bonds hereinafter authorized to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Texas Government Code, Chapter 1331, as amended; and

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

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bonds of the City of Saginaw, Texas (the “Issuer”) are hereby authorized to be issued and delivered in the aggregate principal amount of \$[_____] for the public purposes of (i) designing, constructing, reconstructing, improving, extending, expanding, upgrading and developing streets, roads, sidewalks, thoroughfares and related improvements, including pedestrian right of ways, related drainage, utility relocation, signalization, landscaping, lighting, and signage; (ii) designing, constructing and equipping improvements and additions to parks, including trails, sports recreational facilities, senior center, parking, and related infrastructure, and the acquisition of land and interests in land necessary therefor; (iii) designing, constructing and equipping a municipal library, along with related landscaping, parking and infrastructure, and the acquisition of land and interests in land necessary therefor (the “Projects”); and (iii) paying costs of issuance of the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: “CITY OF SAGINAW, TEXAS GENERAL OBLIGATION BOND, SERIES 2021,” and initially there shall be issued, sold, and delivered hereunder one fully registered Bond, without interest coupons, dated August 1, 2021, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1 (the “Initial Bond”), with Bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the Initial Bond being made payable to the initial purchaser as described

in Section [9] hereof), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the “Registered Owner”), and said bonds shall mature and be payable on September 1 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Exhibit A of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years (9/1)	Principal Amounts (\$)	Interest Rates (%)
***	***	***
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		

The term “Bonds” as used in this Ordinance shall mean and include collectively the bonds initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term “Bond” shall mean any of the Bonds.

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints BOKF, NA, Dallas, Texas, to serve as paying agent and registrar for the Bonds (the “Paying Agent/Registrar”). The Mayor or City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar.

(b) Registration. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each

Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND attached as Exhibit A to this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Exchange. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the authentication of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

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

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank,

trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other entity to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Initial Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsections (j) and (k) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the

representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Bond, in the FORM OF BOND set forth as Exhibit A to this Ordinance.

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

(o) Cancellation of Initial Bond. On the closing date, the Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved

by the Attorney General of Texas, and registered by manual or facsimile signature signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

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

Section 5. INTEREST AND SINKING FUND.

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

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

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to the amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

(c) The term "Defeasance Securities" means [any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire, or otherwise discharge obligations such as the Bonds][(1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; and (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent].

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

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

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

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

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

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

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

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3 of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 8. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

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

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

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

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

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

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

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

(A) proceeds of the Bonds invested for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds are issued,

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

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

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Bonds or the proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

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

(10) file or cause to be filed with the Secretary of the Treasury, not later than the fifteenth (15th) day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder; and

(11) to assure that the proceeds of the Bonds will be used solely for new money projects.

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

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and the Treasury Regulations. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the City Manager or the Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Bonds or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth (5th) anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

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

(f) Designation as a Qualified Tax-Exempt Obligation. The Issuer hereby designates the Bonds as “qualified tax-exempt obligations” as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the Issuer (including any subordinate entities) has not designated nor will designate tax-exempt obligations, which when aggregated with the Bonds, will result in more than \$10,000,000 of “qualified tax-exempt obligations” being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bonds are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered “private activity bonds” within the meaning of section 141 of the Code.

Section 9. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) That the Bonds are hereby sold and shall be delivered to [_____] (the “Purchaser”) for the purchase price of par, plus cash premium in the amount of \$[_____] pursuant to the terms and provisions of an Official Notice of Sale and Official Bid Form, in substantially the form presented at this meeting, which the Mayor (or in the Mayor’s absence the Mayor Pro Tem) is hereby authorized to execute and deliver. The Initial Bond shall be delivered to the Purchaser, and the Purchaser shall have the right to exchange the Initial Bond as provided in Section 3 hereof without cost. The Initial Bond shall be registered in the name of the Purchaser or the Purchaser’s nominee.

(b) It is hereby officially found, determined and declared that the Bonds have been sold in a public sale to the Purchaser, after receiving sealed bids pursuant to an Official Notice of Sale and Official Bid Form. Before being awarded the winning bid, the Purchaser certified to the Issuer in the Official Bid Form that either it filed the disclosure form required under Section 2252.908, Texas Government Code, or that it is exempt from the disclosure form filing requirements of the Texas Ethics Commission pursuant to Section 2252.908(c)(4), Texas Government Code. The sale of the Bonds to the Purchaser was on terms that are most advantageous to the Issuer reasonably obtained and, upon the advice of the Issuer’s financial advisor, is in the best interests of the Issuer.

(c) The Issuer Council hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto (the “Official Statement”), and approves the distribution of such Official Statement in the reoffering of the Bonds by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed. The City Council also hereby approves the form and content of both the Official Notice of Sale and the Official Bid Form,

and hereby ratifies and confirms the use of the Notice of Sale and Official Bid Form for the solicitation of bids on the Bonds prior to the date hereof.

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

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

Section 11. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds issued for the Projects shall be used along with other Bond proceeds for the Projects; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Bond proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2021 General Obligation Bonds Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Projects as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Bonds issued for Projects (including investment earnings thereon) and amounts deposited in the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the Issuer of the general type set forth in tables numbered 1, 2, 3, 11, 12, 13, 14, and 20 in Appendix A of the final Official Statement. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2021. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB’s internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any

deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

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

(b) Except as provided in paragraph (a) above, the Registered Owners of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all Registered Owners of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

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

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

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

Section 15. DEFAULT AND REMEDIES.

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

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

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

(b) Remedies for Default.

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

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

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

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

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

Section 16. PREMIUM. The Bonds are being sold at an aggregate premium equal to \$[____]. With respect to such premium attributable to the Bonds, \$[____] shall be used to pay costs of issuance (including underwriter's discount) with any remainder to be deposited to the Interest and Sinking Fund and \$[____] shall be deposited into the Construction Fund for the Projects. The \$[____] principal amount of Bonds issued pursuant to the bond election for the [____] Projects, plus the premium of \$[____] deposited into the Construction Fund for the [____] Projects, results in a total principal plus premium of \$[____] being issued from the voted authorization for [____] Projects. The \$[____] principal amount of Bonds issued pursuant to the bond election for the [____] Projects, plus the premium of \$[____] deposited into the Construction Fund for the [____] Projects, results in a total principal plus premium of \$[____] being issued from the voted authorization for [____] Projects. The \$[____] principal amount of Bonds issued pursuant to the bond election for the [____] Projects, plus the premium of \$[____] deposited into the Construction Fund for the [____] Projects, results in a total principal plus premium of \$[____] being issued from the voted authorization for [____] Projects.

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

Section 18. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Bond.

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

Section 20. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

(Execution Page Follows)

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SAGINAW,
TEXAS THIS JULY 20, 2021.

ATTEST:

Mayor, City of Saginaw, Texas

City Secretary, City of Saginaw, Texas

[CITY SEAL]

SCHEDULE I

Voted Bonds

Purpose	Amount Authorized	Amount Previously Issued	Unissued Balance	Amount Being Issued
May 1, 2021 Election				
Prop. A - Streets and Roads	37,550,000	0	37,550,000	[]*
Prop. B – Parks & Senior Center	11,200,000	0	12,200,000	[]**
Prop. C - Library	18,700,000	0	18,700,000	[]***

*\$[] principal plus \$[] premium.

**\$[] principal plus \$[] premium.

***\$[] principal plus \$[] premium.

EXHIBIT A

(a) Form of Bond.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF SAGINAW, TEXAS
GENERAL OBLIGATION BOND
SERIES 2021

PRINCIPAL
AMOUNT
\$ _____

<u>Interest Rate</u>	<u>Delivery Date</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
	[____], 2021	September 1, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

THE CITY OF SAGINAW, TEXAS, in Tarrant County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from August 1, 2021, at the Interest Rate per annum specified above. Interest is payable on March 1, 2022, and semiannually on each September 1 and March 1 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the fifteenth (15th) day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled

payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

THIS BOND is one of a series of Bonds dated August 1, 2021, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[] for (i) designing, constructing, reconstructing, improving, extending, expanding, upgrading and developing streets, roads, sidewalks, thoroughfares and related improvements in the City, including pedestrian right of ways, and related drainage, utility relocation, signalization, landscaping, lighting and signage; (ii) designing, constructing and equipping improvements and additions to City parks, including trails, sports recreational facilities, senior center, parking, and related infrastructure, and the acquisition of land and interests in land necessary therefore; (iii) designing, constructing and equipping a municipal library, along with related landscaping, parking and infrastructure, and the acquisition of land and interest in land necessary therefor; (iv) and paying costs of issuance of the Bonds.

ON SEPTEMBER 1, 2030, OR ON ANY DATE THEREAFTER, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice,

in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

AT LEAST THIRTY (30) days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the business day prior to the mailing of such redemption notice; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a

competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

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

THE ISSUER HAS RESERVED THE RIGHT to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds.

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

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

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

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

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

Dated: _____.

BOKF, NA
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

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

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

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

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

“THE CITY OF SAGINAW, TEXAS, in Tarrant County, Texas (the “Issuer”), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the “Registered Owner”), on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Maturity Dates</u> <u>(9/1)</u>	<u>Principal</u> <u>Installments (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
---------------------------------------	--	-------------------------------------

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from August 1, 2021 at the respective Interest Rate per annum specified above. Interest is payable on March 1, 2022, and semiannually on each September 1 and March 1 thereafter to the date of payment of the Principal Installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Installment shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.”

C. The Initial Bond shall be numbered “T-1.”



City of Saginaw

Meeting Date: 7/20/2021

Staff Contact: Kim Quin
Finance Director

Agenda Items: (11)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

Consideration and Action regarding Resolution No. 2021-18 authorizing an internal borrowing between the General Fund and the Capital Projects Fund for the completion of the Bailey Boswell Overpass project.

BACKGROUND/DISCUSSION:

The Bailey Boswell Overpass project is currently under construction with the final funding sources being an authorized \$2,600,000 from General Fund balance and up to \$6,500,000 from Tarrant County.

The interlocal agreement with Tarrant County is on a quarterly reimbursement basis. Due to the timing of the required expenditures and the timing of the reimbursements, there may be a temporary cash flow deficit.

Section X.C.5. of the City's Financial Management Policies requires City Council approval of a temporary "loan" between funds. The loan, if needed, will be from the General Fund balance to the Capital Projects Fund to maintain a positive cash flow until reimbursement is received from Tarrant County.

FINANCIAL IMPACT:

There will be no additional financial impact to the General Fund. The inter fund loan, if necessary, will be temporary and will be repaid upon receipt of the Tarrant County reimbursement.

RECOMMENDATION:

Approval of Resolution No. 2021-18 authorizing an internal borrowing between the General Fund and the Capital Projects Fund to maintain positive cash flows for the completion of the Bailey Boswell Overpass project.

ATTACHMENTS:

Description
Resolution 2021-18
Financial Management Policy page
BB estimated cash flow

RESOLUTION NO. 2021-18

A RESOLUTION AUTHORIZING INTERNAL BORROWING FROM THE GENERAL FUND BALANCE FOR THE CASH FLOW REQUIREMENTS OF THE BAILEY BOSWELL OVERPASS PROJECT.

WHEREAS, the City of Saginaw, Texas (the “City”) has an interlocal agreement with Tarrant County for cost sharing of the Bailey Boswell Overpass project;

WHEREAS, the agreement reimburses expenditures for the project on a quarterly basis;

WHEREAS, the City expects to pay expenditures in connection with the project on a monthly basis prior to the quarterly Tarrant County reimbursement;

WHEREAS, the City’s Financial Management Policies require City Council approval for loans between funds;

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

The Capital Projects Fund may temporarily borrow from the General Fund if there is a cash flow deficit related to Bailey Boswell Overpass project due to the timing of required expenses and the reimbursements from Tarrant County for those expenses.

PASSED AND APPROVED THIS 20th DAY OF JULY, 2021.

Todd Flippo, Mayor
City of Saginaw, Texas

ATTEST:

Janice England, City Secretary (Seal)

CITY OF SAGINAW, TEXAS

FINANCIAL MANAGEMENT POLICIES

As needed, the city will prepare Bond Propositions and the City Council will approve any election items and will set election dates in accordance with state law. The Finance Department will track all authorized propositions, the related debt issues and projects for those authorizations, and all remaining amounts approved but unissued.

2. Revenue Bonds – Revenue bonds may be issued to provide for the capital needs of any activities where the capital requirements are necessary for the continuation or expansion of a service. The improved activity shall produce a revenue stream to fund the debt service requirements for the necessary improvement to provide service expansion. The final maturity of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue and will generally be limited to no more than twenty (20) years.

3. Certificates of Obligation – (CO's) Certificates of Obligation may be used to fund capital requirements that are not otherwise covered either by general obligation or revenue bonds. Debt service for CO's may be paid either from general revenues (tax-supported) or supported by a specific revenue stream(s) or a combination of both provided, however, that the I&S tax provides alternate security for the repayment of CO's as required by State Law.

Certificates of obligation will be used with prudent care and judgement by the City Council. Notice of Intent to Issue CO's will conform to state law requirements.

The issuance of CO's will require a favorable vote by the majority of the City Council (four affirmative votes are required).

4. Self-supporting General Obligation Debt – Refers to general obligation debt issued for a specific purpose and repaid through dedicated revenues other than ad valorem taxes; however, the I&S tax is still pledged by law. The annual debt requirements are not included in the property tax calculation. The issuance of self-supporting general obligation debt will require a favorable vote by the majority of the City Council (four affirmative votes are required).

5. Internal borrowing between City funds – The City can authorize use of existing long-term reserves as "loans" between funds. The borrowing fund will repay the loan at a rate consistent with current market conditions. Internal borrowing will be analyzed on a case by case basis and requires City Council approval.

CITY OF SAGINAW

BAILEY BOSWELL OVERPASS CASH FLOW ANALYSIS

ESTIMATED CASH OUTFLOW	REMAINING	JULY	AUG	SEPT	OCT	NOV	DEC	JAN
Contractor	6,638,134.25	1,266,341.92	1,074,358.47	1,074,358.47	1,074,358.47	1,074,358.47	1,074,358.47	
Construction Management	369,408.40	73,881.68	73,881.68	73,881.68	73,881.68	73,881.68		
BNSF Agreement	300,341.17	60,068.23	60,068.23	60,068.23	60,068.23	60,068.23		
UP Agreement	37,697.32	7,539.46	7,539.46	7,539.46	7,539.46	7,539.46		
MONTHLY TOTAL OUTFLOW	7,345,581.14	1,407,831.30	1,215,847.84	1,215,847.84	1,215,847.84	1,215,847.84	1,074,358.47	
ESTIMATED CASH INFLOW								
Tarrant County reimbursement	5,120,918.98	1,662,374.68			1,639,091.12			1,444,115.34
General Fund	2,600,000.00	1,072,000.74	-	1,105,151.57		422,847.69		
MONTHLY TOTAL INFLOW	7,720,918.98	2,734,375.42	-	1,105,151.57	1,639,091.12	422,847.69	-	1,444,115.34
MONTHLY TOTAL SURPLUS/(DEFICIT)	375,337.84	1,326,544.12	(1,215,847.84)	(110,696.27)	423,243.28	(793,000.15)	(1,074,358.47)	1,444,115.34
RUNNING TOTAL SURPLUS/(DEFICIT)		1,326,544.12	110,696.28	0.00	423,243.28	(369,756.87)	(1,444,115.34)	-

ASSUMPTIONS:

construction complete in October

RR and engr exp as budgeted

exp estimated evenly to completion

NOTE THESE ARE ESTIMATES ONLY/ACTUAL INFLOWS AND OUTFLOWS WILL VARY



City of Saginaw

Meeting Date: 7/20/2021

Staff Contact: Kim Quin
Finance Director

Agenda Items: (13)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

FY2021/2022 Budget Workshop

BACKGROUND/DISCUSSION:

Budget Preparation has begun for the 2021/2022 fiscal year. Presentations will be made throughout the spring and summer to review and discuss issues pertinent to the budget.

FINANCIAL IMPACT:

The items discussed may impact the FY21/22 Proposed Budget.

RECOMMENDATION:

This is a workshop to discuss FY21/22 budget issues. No action will be taken.

ATTACHMENTS:

Description

Workshop Presentation 7.20.21



FY2021/2022 BUDGET WORKSHOP PROPOSED BUDGET



Crime Control & Prevention District Fund

Revenue source is 3/8 cent sales tax

Expenses

- 10 patrol officers, 1 jailer, 1 dispatcher, and ½ SRO
- 4 patrol vehicle replacements
- Software for records management, MDTs, and fingerprint system
- Replacement/new bullet resistant vests (partial grant funding)



Crime Control & Prevention District Fund



	FY 20/21 Adopted	FY 20/21 Revised	FY 20/21 YTD	YTD %	FY 20/21 Estimated	FY 21/22 Proposed
Beginning Fund Bal	\$ 517,580	\$ 517,580			\$ 517,580	\$ 716,930
Revenues	\$ 1,269,890	\$ 1,269,890	\$ 1,173,679	92%	\$ 1,524,080	\$ 1,390,120
Transfer to Gen Fund	1,034,065	1,034,065	517,030	50%	1,034,065	1,078,080
Supplies and Other	76,680	76,680	58,535	76%	76,805	80,100
Capital Outlay	213,860	213,860	152,655	71%	213,860	247,080
Total Expenditures	\$ 1,324,605	\$ 1,324,605	\$ 728,220	55%	\$ 1,324,730	\$ 1,405,260
Ending Fund Bal	\$ 462,865	\$ 462,865			\$ 716,930	\$ 701,790
Inc/(Dec) in Fund Bal	\$ (54,715)	\$ (54,715)			\$ 199,350	\$ (15,140)

Drainage Utility Fund



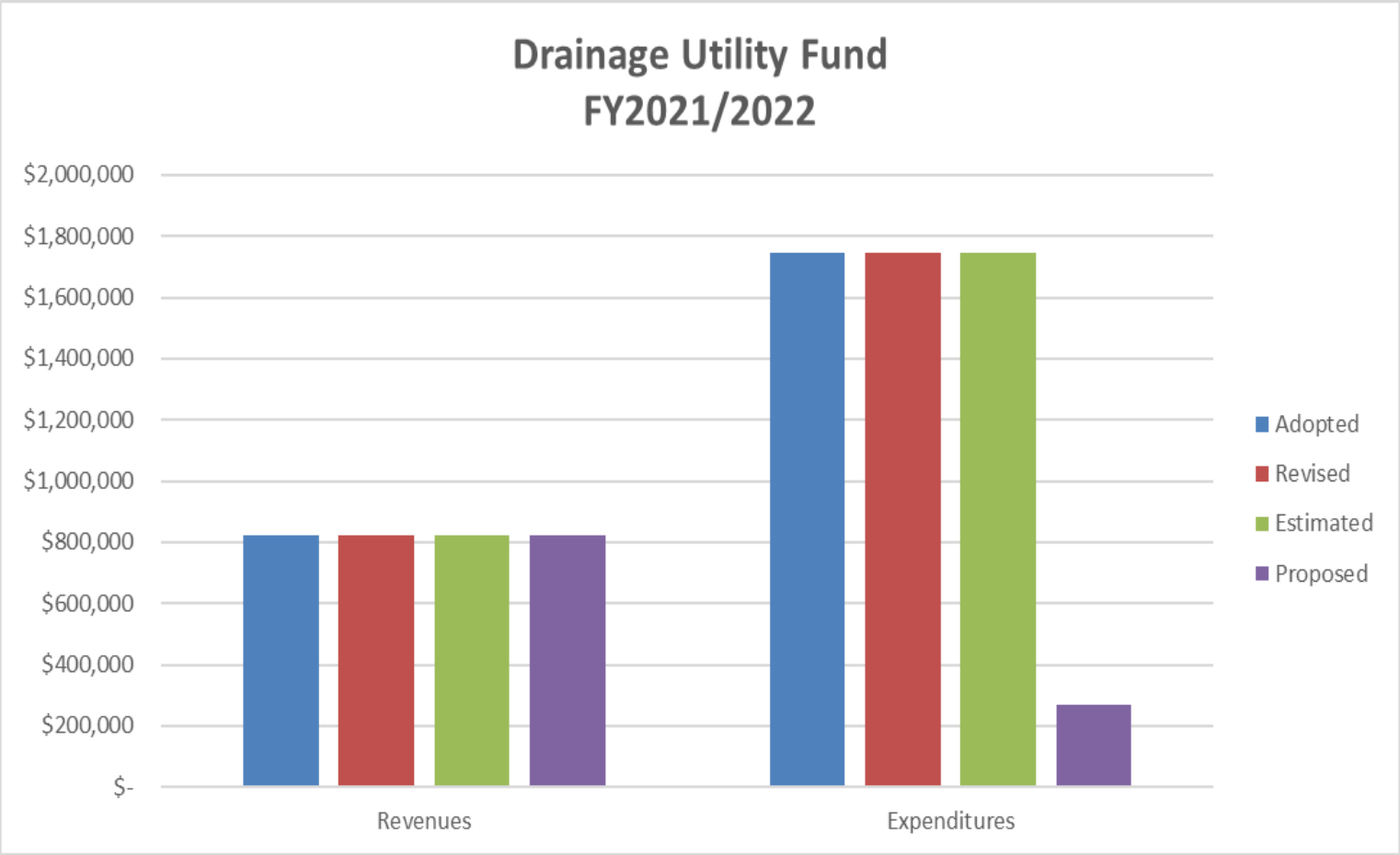
Revenue Source is monthly
Drainage Utility Fee

2 Drainage Maintenance Workers

½ Environmental Specialist

½ Environmental Assistant

Construction Phases 2 & 3 East
Cement Creek drainage project





Drainage Utility Fund

	FY20/21 Adopted	FY20/21 Revised	FY 20/21 YTD	YTD %	FY 20/21 Estimated	FY 21/22 Proposed
Beginning Fund Bal	\$ 2,642,078	\$ 2,642,078			\$ 2,642,078	\$ 1,716,843
Revenues	\$ 822,000	\$ 822,000	\$ 617,858	75%	\$ 821,210	\$ 820,360
Transfer to Gen Fund	118,515	118,515	59,255	50%	118,515	104,970
Transfer to Ent Fund	91,130	91,130	91,130	100%	91,130	102,855
Operating	58,700	58,700	34,015	58%	58,700	59,100
Capital Outlay	-	-	-	0%	-	-
Capital Projects	1,478,100	1,478,100	28,752	2%	1,478,100	-
Total Expenditures	\$ 1,746,445	\$ 1,746,445	\$ 213,152	12%	\$ 1,746,445	\$ 266,925
Ending Fund Bal	\$ 1,717,633	\$ 1,717,633			\$ 1,716,843	\$ 2,270,278
Inc/(Dec) in Fund Bal	\$ (924,445)	\$ (924,445)			\$ (925,235)	\$ 553,435

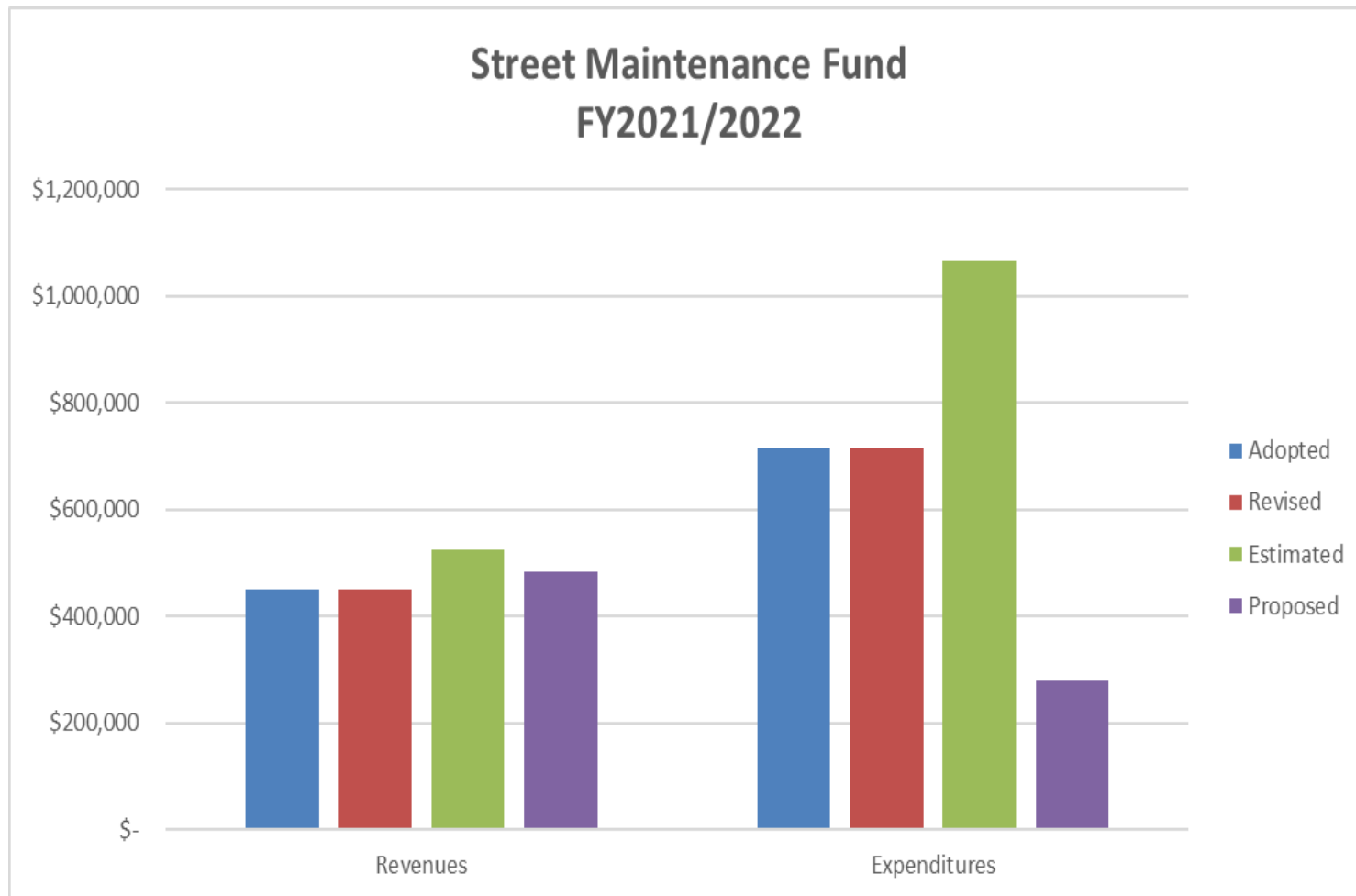


Street Maintenance Fund

Revenue source is 1/8 cent sales tax

Expenses – street and sidewalk repair and replacement

- Burlington Rd reconstruction \$434,480 carry forward to 21/22
- Spot repairs Jarvis
- Reconstruct Delmar Court, Indian Crest, Saddle Trail
- Additions to 20/21 budget: McLeroy curb and gutter and Willow Creek parking





Street Maintenance Fund

	FY 20/21 Adopted	FY 20/21 Revised	FY 20/21 YTD	YTD %	FY 20/21 Estimated	FY 21/22 Proposed
Beginning Fund Bal	\$ 1,594,442	\$1,594,442			\$ 1,594,442	\$ 1,053,617
Revenues	\$ 450,925	\$ 450,925	\$ 405,669	90%	\$ 525,655	\$ 482,590
Street Repairs/Repl	200,000	200,000	-	0%	200,000	200,000
Street Maintenance	494,480	494,480	382,701	77%	846,480	60,000
Sidewalk Repair/Repl	20,000	20,000	-	0%	20,000	20,000
Total Expenditures	714,480	714,480	382,701	54%	1,066,480	280,000
Ending Fund Bal	\$ 1,330,887	\$1,330,887			\$ 1,053,617	\$ 1,256,207
Inc/(Dec) in Fund Bal	\$ (263,555)	\$ (263,555)			\$ (540,825)	\$ 202,590



Donations Fund

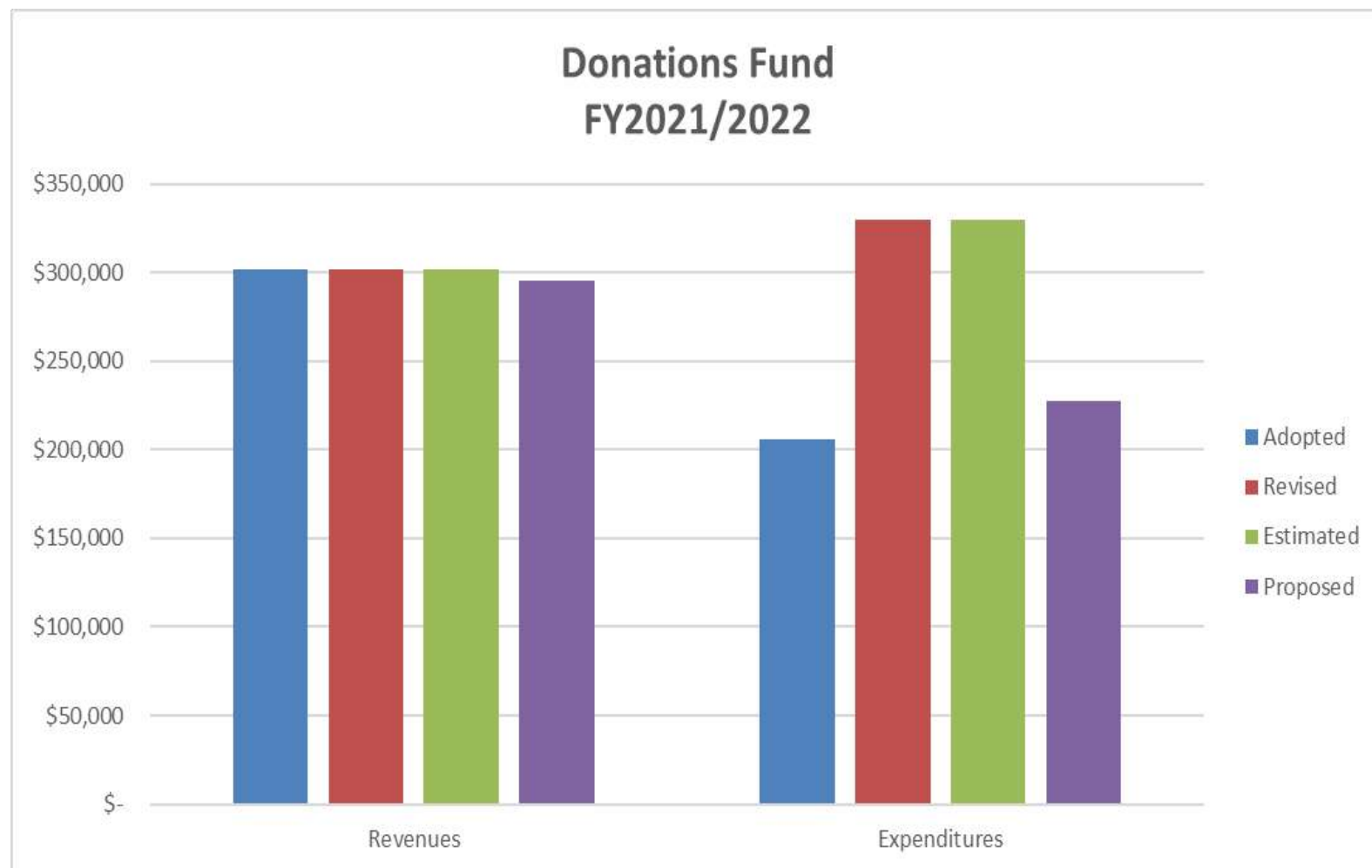
Revenues

Voluntary donations through utility bill

- \$1 Beautification/\$1 Parks/\$1 Library
- Train and Grain Donations

Expenditures

- vaccination program and animal vet care
- Summer interns & Admin Intern at the Library
- Storage cabinets for Senior programs
- Library – software licenses, books and subscription fees, special program supplies, and presenter fees
- Beautification – mowing Saginaw Blvd & Blue Mound Rd, seasonal landscaping, and holiday decorations
- Fireworks for 2022
- Beautification - \$25,000 public art
- Additions to 20/21 Budget: Parks Master Plan, Willow Creek parking and lighting



Donations Fund



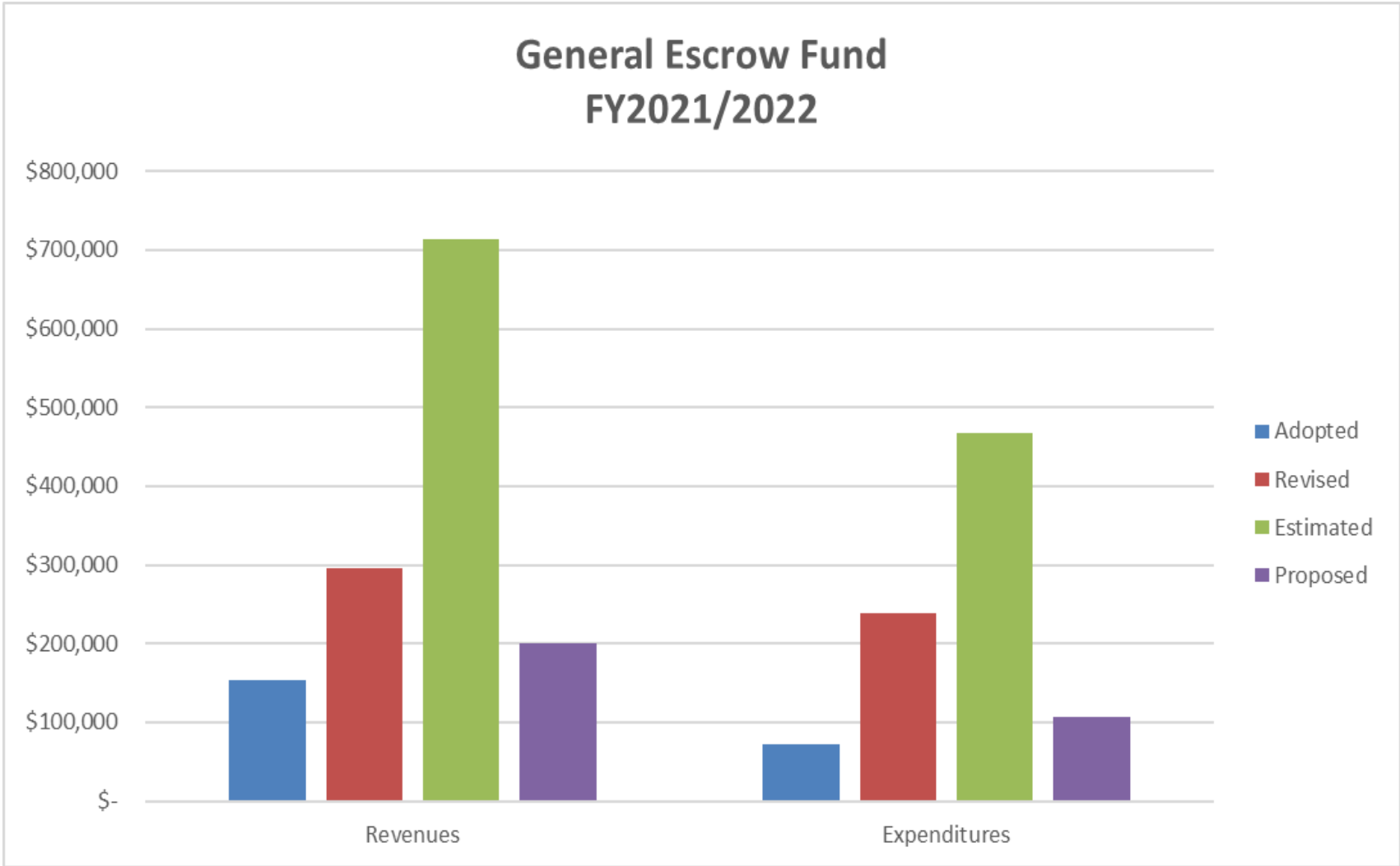
	FY 20/21 Adopted	FY 20/21 Revised	FY 20/21 YTD	YTD %	FY 20/21 Estimated	FY 21/22 Proposed
Beginning Fund Bal	\$ 506,741	\$ 506,741			\$ 506,741	\$ 478,551
Revenues	\$ 302,035	\$ 302,035	\$ 211,184	70%	\$ 301,630	\$ 295,410
Animal Services	\$ 9,500	\$ 9,500	\$ 2,740	29%	\$ 9,500	\$ 9,500
Parks	10,000	116,965	71,515	61%	117,000	10,000
Library	57,120	65,120	37,087	57%	65,120	65,120
Beautification	85,200	94,200	86,085	91%	94,200	98,750
Senior Center	6,500	6,500	1,066	16%	6,500	6,500
Police	-	-	-	-	-	-
Fire	12,500	12,500	2,274	18%	12,500	12,500
Train and Grain	25,000	25,000	272	1%	25,000	25,000
Total Expenditures	\$ 205,820	\$ 329,785	\$ 201,037	61%	\$ 329,820	\$ 227,370
Ending Fund Bal	\$ 602,956	\$ 478,991			\$ 478,551	\$ 546,591
Inc/(Dec) in Fund Bal	\$ 96,215	\$ (27,750)			\$ (28,190)	\$ 68,040



General Escrow Fund

This fund accounts for special revenue collected for a specific purpose and allowable expenditures.

- Train & Grain
- Overtime pay for bailiff
- Annual replacement of ticket writers
- Insurance deductibles
- Farmers Market management contract





General Escrow Fund

	FY 20/21 Adopted	FY20/21 Revised	FY 20/21 YTD	YTD % of Budget	FY 20/21 Estimated	FY 21/22 Proposed
Beginning Fund Bal	\$ 1,641,764	\$ 1,641,764			\$ 1,641,764	\$ 1,888,119
Revenues	\$ 153,225	\$ 295,930	\$ 590,240	199%	\$ 714,305	\$ 201,165
Hotel/Motel Tax	\$ 27,500	\$ 50,000	\$ 20,150	40%	\$ 65,000	\$ 50,000
Court Technology	-	-	-	-	-	11,600
Court Security	5,200	5,200	-	0%	5,200	5,200
Insurance Deductible	40,000	40,000	100,189	250%	194,730	40,000
PID Escrows	-	50,010	66,989	134%	100,020	-
Developer Agreements	-	92,695	-	0%	92,700	-
Blue Mound Rd/Industrial Imprv.					10,300	
Total Expenditures	\$ 72,700	\$ 237,905	\$ 187,328	79%	\$ 467,950	\$ 106,800
Ending Fund Bal	\$ 1,722,289	\$ 1,699,789			\$ 1,888,119	\$ 1,982,484
Inc/(Dec) in Fund Bal	\$ 80,525	\$ 58,025			\$ 246,355	\$ 94,365



Budget Calendar – upcoming dates

Tuesday	7/20	City Council Meeting - Budget Workshop
Monday	7/26	Receive 2021 certified appraisal roll from TAD and calculate no-new-revenue tax rate, voter-approval tax rate, and de minimis tax rate
Tuesday	8/3	City Council Meeting - Budget Workshop - Review tax rates and record vote on proposed tax rate
Friday	8/6	Publish/Post notice of 2021-2022 Budget Public Hearing
Saturday	8/14	City Council Meeting - Budget Retreat
Monday	8/16	City Council Meeting - Public Hearing, Adopt Budget and Tax Rate