City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING

Meeting and/or Executive Session Agenda
6:00 PM - Tuesday, October 19, 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, September 21, 2021--Janice England, City Secretary

(b) Action regarding Amendment to Interlocal Agreement With Tarrant County for the Bailey Boswell Overpass Construction--Dolph Johnson, Asst. City Manager

(c) Action regarding Recommendation for Purchase of Seasonal Christmas Lights and Features for Citywide Decorations--Keith Rinehart, Director of Community & Economic Development

(d) Action regarding Aquatic Center Repairs--Keith Rinehart, Director of Community & Economic Development

(e) Action regarding Execution of an Advance Funding Agreement with the Texas Department of Transportation for Turn Lanes Near The FM-156 and Bailey-Boswell Road Intersection (Resolution No. 2021-24)--Rick Trice, P.E., Director of Public Works

(f) Action regarding Authorization of Amendment #1 to an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (KHA) for Design of the Northwest Booster Pump Station--Rick Trice, P.E., Director of Public Works

(g) Action regarding Appointment of City Representatives to the FY22 Fort Worth Wholesale Water and Wastewater Committees--Rick Trice, P.E., Director of Public Works

(h) Action regarding Acceptance of a Water-Sewer Facility Easement from Saginaw Spring Creek Property Partnership, L.P.--Rick Trice, P.E., Director of Public Works

(i) Action regarding Purchase of One 2022 Chevrolet Colorado Pickup Truck for the Inspection Department--Rick Trice, P.E., Director of Public Works

(5) Recognition of Emergency Management Coordinator Joseph Laster and Texas Municipal League 2021 Municipal Excellence Award--City of Saginaw--Public Safety, Under 25,000--Todd Flippo, Mayor

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

(7) Comprehensive Plan Update--Abra Nusser, Kimley-Horn & Associates

(8) PUBLIC HEARING - Consideration and Action for a Request to Amend a Portion of The Planned Development for The Square, That Was Approved By City Council on April 16, 2019, Combining Tracts 2 and 5 to Tract 2A Planned Development (MF2) (Property is located North and West of Walmart; West of N. Saginaw Blvd.; and East of Old Decatur Road) (Ordinance No. 2021-23)--Rick Trice, P.E., Director of Public Works

(9) Consideration and Action Regarding Approval of a Replat for Lot 5R1 and Lot 5R2, Block 1, Burlington Industrial District No. 2 Addition “Revised”, Elijah Meredith Survey, Abstract No. 1081 & David C. Strickland Survey, Abstract

1408 City of Saginaw, Tarrant County, Texas--Rick Trice, P.E., Director of Public Works

(10) Consideration and Action regarding Amendment #1 to the Development Agreement With Fuel City Saginaw, LLC for Intersection Improvements on Blue Mound Road (FM 156) and Industrial Blvd.--Rick Trice, P.E., Director of Public Works

(11) Consideration and Action Regarding Execution of an Advance Funding Agreement with the Texas Department of Transportation for Advance Funding Agreement for Surface Transportation Block Grant and Local Contribution/Participation with the Texas Department of Transportation and Resolution Adoption (Resolution No. 2021-23)--Rick Trice, P.E., Director of Public Works

(12) PUBLIC HEARING - Consideration and Action concerning the Deletion of a Collector Roadway from the Master Thoroughfare Plan (MTP) located parallel to and immediately east of the Burlington Northern Santa Fe railroad tracks from Bailey-Boswell Road to E. McLeroy Boulevard--Rick Trice, P.E., Director of Public Works

(13) Consideration and Action regarding Resolution No. 2021-25, Setting a Public Hearing under Section 311.003 of the Texas Tax Code for the Creation of a Tax Increment Reinvestment Zone containing approximately 295.44 acres of Noncontiguous Land generally located north of Bailey Boswell Road, North of McLeroy Boulevard and West of Saginaw Boulevard, and being Wholly located within the Corporate Limits of the City of Saginaw, Texas; Authorizing the Issuance of Notice by the City Secretary of the City of Saginaw, Texas, regarding the Public Hearing; and Directing the City of Saginaw, Texas to prepare a Preliminary Reinvestment Zone Financing Plan--Bryn Meredith, City Attorney

(14) Consideration and Action regarding Resolution No. 2021-26, Authorizing the City Manager to Execute Global Opiod Settlement Documents, and Adopting the Texas Term Sheet--Bryn Meredith, City Attorney

(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

(16) Adjournment--Todd Flippo, Mayor

City of Saginaw

Meeting Date: 10/19/2021

Agenda Items: (4)(a)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, September 21, 2021

BACKGROUND/DISCUSSION:
The minutes of the September 21, 2021 City Council Meeting are presented for consideration.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 9-21-2021

CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
SEPTEMBER 21, 2021

Present at the meeting:

Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Charles Beasley
Councilmember	Nicky Lawson
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Trenton Tidwell, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Lee Howell
Asst. Police Chief	Russell Ragsdale
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Dir. of Community & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Police Officer	Brandon Papenthein
Management Analyst	Susy Victor-Trevino

Absent from the meeting:

Mayor	Todd Flippo
City Secretary	Janice England

Visitors at the meeting:

Sultan Mohmand	Brack St. Clair
Shamsher Shrestna	Binad Thapa
Kapil Bhandeari	Danielle Adama
Chris Hudson	T. Burnett
Kristi Burnett	Patrick Farr
Jennifer Andrews	Becky Nevins
Ronnie Mills	Clete Welch
Mostefa Mohmund	

(1) Call to Order

Mayor Pro-Tem Junkersfeld called the meeting to order at 6:00 p.m. with a quorum present. She explained that Mayor Flippo is out of town and will not be present tonight.

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Pastor Ronnie Mills of Kingdom Chapel gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, September 7, 2021

b. Action regarding increasing the General Fund Emergency Reserve Balance by $350,000 and the Enterprise Fund Emergency Reserve Balance by $210,000 to comply with Financial Management Policies

Summary: The purpose of this item is to increase the balance of the General Fund and Enterprise Fund emergency reserves to comply with the Financial Management Policies adopted by the City Council on March 17, 2020. Both funds are required to reserve 25% of the operating budget for unexpected emergencies. The current emergency reserve in the General Fund is $4,200,000. Based on the F2021-2022 adopted budget less capital and one-time items the emergency reserve should be $4,550,000. An additional $350,000 should be added to the emergency reserve balance in the General Fund. The current emergency reserve in the Enterprise Fund is $2,250,000; based on the current year budget less capital and one-time items the emergency reserve should be $2,450,000. An additional $200,000 should be added to the emergency reserve balance in the Enterprise Fund. There is no financial impact as this is not an expenditure but a reclassification of fund balance from unrestricted to restricted.

c. Action regarding Cancellation of October 5, 2021 City Council Meeting

Summary: Cancellation of the City Council Meeting scheduled for October 5, 2021 is recommended since several members of the City Council will be out of town to attend the Texas Municipal League Conference. The City of Saginaw and the City of Lake Worth will receive a joint award at the conference in recognition of the shared Emergency Management Coordinator position.

Motion was made by Councilmember Copeland with a second by Councilmember Bighorse to approve the Consent Agenda as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Mayor Flippo

(5) Update on Retail Recruitment Efforts

Mr. Farmer was not able to be present to give the update. This item will be moved to a future agenda when he is able to be present.

(6) Consideration and Action regarding Approval of a Replat for Lot 1R and Lot 2, Block A, Senior Living at Saginaw Addition, Abstract 1849, A. F. Albright Survey

Motion was made by Councilmember Tucker with a second by Councilmember Lawson to approve the Replat for Lot 1R, Block A, Senior Living at Saginaw Addition, Abstract 1849, A. F. Albright Survey as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Mayor Flippo

(7) Public Hearing – Consideration and Action regarding a Request for a Specific Use Permit to allow the Operation of a Tobacco Shop on Property located at 128 N. Saginaw Blvd., Suite #100 (Lot 2, Block 1, Gray Addition) (Ordinance No. 2021-21)

Mayor Pro-Tem Junkersfeld declared the public hearing for this item opened at 6:05 p.m. She explained that this item was tabled at the August 16, 2021 City Council Meeting because the applicant was not present. Director of Public Works Trice stated that the Planning and Zoning Commission considered this item at their August 10, 2021 and voted unanimously to recommend approval of the request to the City Council.

Mr. Sultan Mohmand, applicant for this request, briefly addressed the City Council and explained his request. He stated they will be selling cigars only. He added there will be no smoking on the premises.

There being no further comment, Mayor Pro-Tem Junkersfeld declared the public hearing closed at 6:10 p.m.

Motion was made by Councilmember Copeland with a second by Councilmember Beasley to approve the request for a Specific Use Permit to allow the operation of a Tobacco Shop at 128 N. Saginaw Blvd. as presented. Motion carried. 5-1-0-1

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

Against: Councilmember Bighorse

Abstain: None

Absent: Mayor Flippo

(8) Public Hearing – Consideration and Action regarding a Request for a Specific Use Permit to allow the

Operation of a Tobacco Shop on Property located at 1029 N. Saginaw Blvd., Suite #E-7 (Lot ARA, Block 1, Saginaw North Addition) (Ordinance No. 2021-22)

Mayor Pro-Tem Junkersfeld declared the public hearing for this item opened at 6:11 p.m. Director of Public Works Trice explained that the Planning and Zoning Commission considered this item at their meeting on September 14, 2021 and voted unanimously to recommend approval of the request to the City Council.

Mr. Shamsher Shrestna, applicant for this request, addressed the City Council and explained his request. There being no further comment, Mayor Pro-Tem Junkersfeld declared the public hearing closed at 6:27 p.m.

Motion was made by with a second by Councilmember Beasley with a second by Councilmember Copeland to approve the request for a Specific Use Permit to allow the operation of a Tobacco Shop at 1029 N. Saginaw Blvd., Suite #E-7 subject to the imposition of the same conditions as established for the smokeshop approved earlier this year. Motion carried. 4-2-0-1

For: Councilmembers Beasley, Lawson, Tucker, and Copeland

Against: Mayor Pro-Tem Junkersfeld and Councilmember Bighorse

Abstain: None

Absent: Mayor Flippo

(9) Consideration and Action regarding Memo of Understanding (MOU) with Eagle Mt.-Saginaw Independent School District regarding possible Natatorium

Mr. Patrick Farr addressed the City Council regarding the proposed MOU for a possible natatorium. Mr. Chris Hudson, EMS-ISD Swim Coach, expressed his support.

Motion was made by Councilmember Copeland with a second by Councilmember Beasley to approve the MOU with Eagle Mt.-Saginaw Independent School District regarding a possible Natatorium as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Mayor Flippo

(10) Public Hearing – Presentation of Revised Budget for Fiscal Year 2020-2021

Mayor Pro-Tem Junkersfeld declared the public hearing for this item opened at 7:25 p.m. Finance Director Quin explained that the revised budget summary for the fiscal year 2020-202 is included in the Council packets. She stated that the budget is revised twice each year. She explained that this allows the capture of the items approved throughout the year by the City Council.

Mayor Pro-Tem Junkersfeld called for any public input. There being no public input, Mayor Pro-Tem Junkersfeld declared the public hearing closed at 7:27 p.m.

(11) Consideration and Action regarding Resolution No. 2021-22, Adoption of Revised Budget for Fiscal Year 2020-2021

Motion was made by Councilmember Beasley with a second by Councilmember Bighorse to approve Resolution No. 2021-22, adopting the revised budget for the fiscal year 2020-2021 as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Mayor Flippo

(12) Consideration and Action regarding Engagement Letter with P3Works, LLC for Tax Increment Reinvestment Zone (TIRZ) Administration Services for City of Saginaw TIRZ No. 1

Motion was made by Councilmember Beasley with a second by Councilmember Lawson to approve the Engagement Letter with P3Works, LLC for TIRZ Administration Services for City of Saginaw TIRZ No. 1 as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Mayor Flippo

(13) Executive Session

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

a. Any Posted Item

(14) Adjournment

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

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

Against: None

Abstain: None

Absent: Mayor Flippo

Mayor Pro-Tem Junkersfeld declared the City Council Meeting of September 21, 2021 adjourned at 7:32p.m.

ATTEST:

_____
City Secretary Janice England

APPROVED:

_____
Mayor Todd Flippo

City of Saginaw

Meeting Date: 10/19/2021

Staff Contact: Dolph Johnson
Asst. City Manager

Agenda Items: (4)(b)

E-mail: djohnson@saginawtx.org

Phone: 817-230-0325

SUBJECT:
Action regarding Amendment to Interlocal Agreement With Tarrant County for the Bailey Boswell Overpass Construction

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BACKGROUND/DISCUSSION:
This amendment to the interlocal agreement with Tarrant County will allow us to include the construction of the traffic signal and pedestrian crossing at Knowles Drive and W. Bailey Boswell as an eligible expense for reimbursement from Tarrant County. The signal was not part of the original project scope and approval of this amendment will make it eligible for matching funds from the $6.5 million already allocated by Tarrant County.

FINANCIAL IMPACT:
The signal construction contract was approved by council on August 3, 2021 for $334,311. $167,155.50 would be eligible for reimbursement by Tarrant County.

RECOMMENDATION:
Staff recommends approval of the amendment.

ATTACHMENTS:

Description

Amendment to Interlocal Agreement with Tarrant County

STATE OF TEXAS	**§**	**Amendment to Funding Interlocal Agreement**
	§	**for Bailey Boswell Road Overpass**
COUNTY OF TARRANT	**§**	**Construction Phase**

BACKGROUND

1. Tarrant County ("COUNTY") and the City of Saginaw ("CITY") entered into an Interlocal Agreement (ILA) approved by Tarrant County Commissioners Court Order Nos. 117448 and 133354 for the financial support of up to $6,500,000 in Precinct 4 discretionary funds through the 2006 Transportation Bond Program (TBP) for the construction phase for the Bailey Boswell Road Overpass of Business 287 and the BNSF and Union Pacific railroad lines ("Project").

2. The COUNTY and the CITY desire to amend this ILA to add a traffic signal to the project scope to improve turn movements and safety at the west end of the overpass. The additional cost for this traffic signal will be covered with the existing City and TBP funds so the CITY is not requesting additional TBP funds for this Project.

Therefore, the COUNTY and the CITY agree to the following:

3. Section I (Project Description) is amended to read as follows:

   This project will construct a two-lane bridge on Bailey Boswell Road that will span Business 287 (BUS 287) and the adjacent BNSF and Union Pacific railroad lines. In addition, the project will include the installation of a traffic signal and a pedestrian crossing on Bailey Boswell Road at the North Knowles Drive intersection.

4. Except as amended above, this ILA remains in full force and effect.

APPROVED on this day, the _____ day of _____, 2021, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY
STATE OF TEXAS

_____
B. Glen Whitley, County Judge

_____
J.D. Johnson, Commissioner, Pct. 4

CITY OF SAGINAW

_____
Mayor

APPROVED AS TO FORM: ***APPROVED AS TO FORM AND CONTENT:***

_____ _____

Criminal District Attorney's Office* City Attorney

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

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $_____ as follows:

Fiscal year ending September 30, 2021	$3,041,455
Fiscal year ending September 30, 2022	$3,458,545

	$6,500,000**

_____

Auditor's Office

** Project is funded with Precinct 4 discretionary bond funds.

ATTACHMENT A

Project Information

City: City of Saginaw
Project Name: Bailey Boswell Road Overpass

Project Schedule

	Start Date	Duration (mo)	End Date *
Design:	-	-	-
ROW Acquisition:	-	-	-
Utility Relocation:	-	-	-
Construction:	Jul-2020	24	Mar-2022

* COUNTY payments for the construction phase are contingent upon the COUNTY'S reasonable determination that the work regarding this phase has been completed.

County Payment by Phase

Design:	$0
ROW Acquisition:	$0
Utility Relocation:	$0
Construction:	$6,500,000
TOTAL:	$6,500,000**

** *Project funded with Precinct 4 discretionary bond funds*

County Payment Schedule by Calendar Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2019	$	$	$	$
2020	$	$	$	$1,012,492
2021	$560,930	$1,468,033	$	$2,958,545
2022	$500,000	$	$	$
2023	$	$	$	$

City of Saginaw

Meeting Date: 10/19/2021

Agenda Items: (4)(c)

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

E-mail: krinehart@saginawtx.org

Phone: 18172300331

SUBJECT:
Action regarding Recommendation for Purchase of Seasonal Christmas Lights and Features for Citywide Decorations

BACKGROUND/DISCUSSION:
Each year, the Keep Saginaw Beautiful Committee (KSB) decorates the municipal buildings with lights as well as wreaths and trees. A few years ago, the Keep Saginaw Beautiful Committee collaborated with the Parks Advisory Board to purchase Christmas Light Displays to be displayed in City parks. Last year, KSB did not purchase additional lights due to the Pandemic. This year, they have again collaborated with the Parks Advisory Board to purchase Christmas Displays. The Parks Advisory Board is paying half and KSB is paying for the other half. The Parks Advisory Board has already brought this item to you to consider and it was approved.

FINANCIAL IMPACT:
The financial impact will be up to $30,000. Residents, via their monthly water bill, will fund this project from the Keep Saginaw Beautiful voluntary $1.00 donation.

RECOMMENDATION:
NA

City of Saginaw

Meeting Date: 10/19/2021

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

Agenda Items: (4)(d)

E-mail: krinehart@saginawtx.org

Phone: 18172300331

SUBJECT:
Action regarding Aquatic Center Repairs

BACKGROUND/DISCUSSION:
In February 2021, the City of Saginaw Texas as well as most of the state of Texas suffered from a debilitating winter storm. Residents and business owners incurred significant damages from temperatures that hovered below zero (0) degrees for one week. The state electrical grid was also offline and not working thus providing no running water or electricity. The City of Saginaw suffered these same symptoms. While staff prepared for the storm by placing heated wrapped tape on exposed pipes in the pump room as well as gas-powered heaters, it did no good and pipes were damaged. There repairs should be taken care of within an October/November 2021 timeframe.
The Aquatic Center is an outdoor facility that is exposed to the elements 24/7/365. During the summer of 2020, the facility was not opened due to the world-wide COVID-19 Pandemic. This past summer of 2021, the facility was not opened due to contractors and parts not being available. Many municipal pools across the state of Texas were not opened for the same reason. Because of the exposure to the extreme elements, the age of the facility, and the facility not in use the past two years, it is in need of renovation.

Pending City Council approval, the City would contract with DCC to begin repairs and renovations with the feature renovations and the beach entry prior to, and in conjunction with the previously approved replaster & pump room repairs. DCC Inc. is a single source provider for water treatment chemicals, products, parts, supplies and maintenance. DCC specializes in meeting the water treatment needs of any Commercial Indoor and Outdoor Aquatics Facilities, Municipal Water Treatment Plants, Fountains & Spas in North Texas for Water Parks & Municipal Parks Departments, Universities & School Districts, Country Clubs & Hotels, Hospitals & Home Owners Associations, Municipal Drinking Water Facilities and many more.
The pool surface can be prepped for plaster while the features are being renovated. However, shooting the plaster will be the last step, before filling the pool and cleaning up. We will also be completing the pluming repairs in the pump room at the time the pool is drained. Once the pool has been refilled, we will be able to test the equipment and determine if there is any additional hidden damage in the equipment room. As previously mentioned, October & November would be the optimum time to complete the project, in order to have the pool ready to open in the late spring. The weather typically cooperates, however December thru February can

be dicey with lower temps and general nasty weather (see last winter). Beginning in October/November will allow give an opportunity to address any issues that we are not currently aware exist. As a reminder the City of Saginaw was not the only municipality or residential pool that had damage. Most, if not, all municipalities had damage and repairs to make. Parts and service technicians were on short supply.

FINANCIAL IMPACT:
$99,590

RECOMMENDATION:
NA

ATTACHMENTS:

Description
Council Communique

City of Saginaw

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

From: Keith C. Rinehart, Director of Community & Economic Development

Date: City Council Meeting – October 19, 2021

ITEM:

Aquatic Center Repairs and Renovations

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

In February 2021, the City of Saginaw Texas as well as most of the state of Texas suffered from a debilitating winter storm. Residents and business owners incurred significant damages from temperatures that hovered below zero (0) degrees for one week. The state electrical grid was also offline and not working thus providing no running water or electricity. The City of Saginaw suffered these same symptoms. While staff prepared for the storm by placing heated wrapped tape on exposed pipes in the pump room as well as gas-powered heaters, it did no good and pipes were damaged. There repairs should be taken care of within an October/November 2021 timeframe.

The Aquatic Center is an outdoor facility that is exposed to the elements 24/7/365. During the summer of 2020, the facility was not opened due to the world-wide COVID-19 Pandemic. This past summer of 2021, the facility was not opened due to contractors and parts not being available. Many municipal pools across the state of Texas were not opened for the same reason. Because of the exposure to the extreme elements, the age of the facility, and the facility not in use the past two years, it is in need of renovation.

Pending City Council approval, the City would contract with DCC to begin repairs and renovations with the feature renovations and the beach entry prior to, and in conjunction with the previously approved replaster & pump room repairs. DCC Inc. is a single source provider for water treatment chemicals, products, parts, supplies and maintenance. DCC specializes in meeting the water treatment needs of any Commercial Indoor and Outdoor Aquatics Facilities, Municipal Water Treatment Plants, Fountains & Spas in North Texas for Water Parks & Municipal Parks Departments, Universities & School Districts, Country Clubs & Hotels, Hospitals & Home Owners Associations, Municipal Drinking Water Facilities and many more.

The pool surface can be prepped for plaster while the features are being renovated. However, shooting the plaster will be the last step, before filling the pool and cleaning up. We will also be completing the pluming repairs in the pump room at the time the pool is drained. Once the pool has been refilled, we will be able to test the equipment and determine if there is any additional hidden damage in the equipment room. As previously mentioned, October & November would be the optimum time to complete the project, in order to have the pool ready to open in the late spring. The weather typically cooperates, however December thru February can be dicey with lower temps and general nasty weather (see last winter). Beginning in October/November will allow give an opportunity to address any issues that we are not currently aware exist. As a reminder the City of Saginaw was not the only municipality or residential pool that had damage. Most, if not, all municipalities had damage and repairs to make. Parts and service technicians were on short supply.

FINANCIAL IMPACT:

$99,590. This includes the following listed on the attached pages.

RECOMMENDATION

NA

ATTACHMENTS:

- Project renovations and repairs from DCC Inc.

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

Thank you,



Keith C. Rinehart, Director of Community & Economic Development

2929 Storey Ln
Dallas, TX 75220
Office 972-224-1669
Fax 214-352-1049

Date: 9/21/2021

City of Saginaw
Aquatic Center – Renovations / Water Features / Slide / Beach Entry

SCOPE OF WORK:

- Aquatic Center Renovations
- Project based on 7 to 10 days for completion, weather permitting
- Project available through Texas Purchasing Cooperative, Buyboard – Contract 613-20
- Quote reflects DCC pricing and processing through Buyboard
- **PROJECT TOTAL: $92,050.00**

Slide Tower

- Treat & Wash Slide and Tower to remove grime and calcium buildup
- Remove stainless handrails and prep side walls for new protective coatings
- Treat and remove visible rust on slide tower
- Paint tower with 2 part marine rated coating (black)
- Wax interior ride surface of water slide

Children's Play Structure

- Remove all faded and weathered signs renew/replace
- Replace/Repair rusted roof under tipping bucket feature
- Remove unwanted poles in floor of pool and create a new themed block for the opening of the structure
- Remove and replace the netting and themed elements on the structure surrounding the water cannon
- Treat all rusted or necessary areas on the play structure, prime and coat with premium, marine rated coating. Similar color scheme to existing will be used (bright colors)
- Wax water slide run out
- Remove/Replace themed underskirt of play structure
- Replace valves and missing handles on structure water toys
- Re-coat water cannons (if internal cannon parts are required for repair, may be replaced as needed on time and material basis

Custom Train Slide & Mushroom Feature Repairs

- Repair Fiberglass areas as required, sand & prep the areas for primer and new coatings
- Refinish interior of train water slide with protective 'gel coat' finish
- Repaint and customize entire train slide. DCC will provide option renderings
- Mushroom Water Feature will be restored and returned to look 'like new'

Beach Entry

- Remove partial coating form beach entry surface
- Clean and prep surface
- Prime and coat beach entry with Tuff Coat traction coating (color is currently yellow but other color options are available upon approval contract)
- Tuff Coat will provide a safer entry for guests entering the children's area. Approximately 15ft wide (95 ft) will be resurfaced and coated, thereby reducing the possibility of slips and falls in the beach entry area.
- DCC can add removal and replacement of beach entry gutter grating to project upon request –

Deck Area – Option (may be added to project) $7,540.00

- Clean/Pressure Wash all deck space around pools and seal open concrete joints with SL-1 material
- SL-1 material will protect open concrete joints from water, freeze, gathering of dirt and vegetation. Deck will be cleaned to remove dirt and settled discoloration and brighten surfaces.

PROJECT COMMENTS:

- **Customer responsible for draining pool and cleaning out debris before project starts.**
- **DCC will schedule project in conjunction with previously approved re-plaster project.**
- **Suggested renovations will be scheduled and completed prior to re-plaster of the swimming pool**

Submitted By: **Doug Dean** **Date: 9-23-21**

Accepted By:_____ **PO#:**_____

Authorized Signature:_____ **Date:**_____

Printed Name:_____

City of Saginaw

Meeting Date: 10/19/2021

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

Agenda Items: (4)(e)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding Execution of an Advance Funding Agreement with the Texas Department of Transportation for Turn Lanes Near The FM-156 and Bailey-Boswell Road Intersection (Resolution No. 2021-24)

BACKGROUND/DISCUSSION:
On February 2, 2021, City Council authorized an Escrow Agreement with UCD Saginaw L.P. for Median Opening and Turn Lanes to Serve UCD Saginaw Addition, Lots 1-2, Block A on the southwest corner of FM-156 and Bailey Boswell Road. The agreement allowed the developer to escrow cash with the City for the construction of a median opening and turn lanes in FM-156 currently under construction by the Texas Department of Transportation (TxDOT). The funds would be used by the City to enter into an Advance Funding Agreement with TxDOT to allow TxDOT to perform the work.

The estimated cost of the improvements used for escrow was $92,692.67 and was subject to escalation if the actual cost identified by TxDOT was greater.

The City has received the Advance Funding Agreement which includes an updated cost of $154,295.49. The developer has funded the additional cost of $61,602.82.

FINANCIAL IMPACT:
The Fiscal Impact is $154,295.49. The expenditure will come form escrowed funds from the Escrow Agreement with UCD Saginaw L.P.

RECOMMENDATION:
It is recommended that the City Council adopt Resolution No. 2021-24 and authorize the execution of Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects With No Required Match On-System

ATTACHMENTS:

Description

Advance Funding Agreement
AFA Resolution 2021-24

CSJ #	**0718-02-045**
District #	**02-Fort Worth**
Code Chart 64 #	**37250**
Project Name	**FM 156 Saginaw**

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH ON-SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Saginaw**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement generally described as to upsize approximately 1,250 linear feet of planned storm drainage system on FM 156 from 24" reinforced concrete pipe (RCP) to 4' X 2' reinforced concrete box (RCB) (Project); and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **to increase quantities for a left turn lane, right turn land and driveway to be added. A left turn lane and right turn lane along northbound and southbound FM 156 between stations 418+00 to 427+00 to be added for a future driveway on the West side of the roadway between Bailey Boswell Rd and Lazy Spur Drive.** (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CSJ #	**0718-02-045**
District #	**02-Fort Worth**
Code Chart 64 #	**37250**
Project Name	**FM 156 Saginaw**

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.

C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

CSJ #	**0718-02-045**
District #	**02-Fort Worth**
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Project Name	**FM 156 Saginaw**

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

CSJ #	**0718-02-045**
District #	**02-Fort Worth**
Code Chart 64 #	**37250**
Project Name	**FM 156 Saginaw**

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

A. This agreement may be terminated in the following manner:
   1. By mutual written agreement and consent of both parties;
   2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
   3. By the State if it determines that the performance of the Project is not in the best interest of the State.

B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	**State:**
City of Saginaw ATTN: Mayor 33 W. McLeroy Saginaw, TX 76179	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

CSJ #	**0718-02-045**
District #	**02-Fort Worth**
Code Chart 64 #	**37250**
Project Name	**FM 156 Saginaw**

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Carl L. Johnson	Todd Flippo
Typed or Printed Name	Typed or Printed Name
Fort Worth - District Engineer	Mayor
Typed or Printed Title	Typed or Printed Title
Date	Date

DRAFT

CSJ #	**0718-02-045**
District #	**02-Fort Worth**
Code Chart 64 #	**37250**
Project Name	**FM 156 Saginaw**

ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will contribute a fixed amount of $154,295.49 for the Local Government's participation in the Project.. The scope increases quantities of pavement, driveways, signage, draingage, and pavement markings items to address revisions to add a left turn, right turn lane and driveways. A left turn lane and right turn lane along northbound and southbound FM 156 between stations 418+100 to 427+00 to be added for a future driveway.

The total amount of Local Government participation shall not exceed the fixed amount stated above.

The State will perform the work for the project. Any changes, additions or deletions to the Project will be at the State;s sole discretion

DRAFT

CITY OF SAGINAW RESOLUTION NO. 2021-24

A RESOLUTION APPROVING THE ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH ON-SYSTEM

WHEREAS, the City of Saginaw has approved the UCD Saginaw Addition, Lots 1-2, Block A; and

WHEREAS, the UCD Saginaw Addition, Lots 1-2, Block desire to have a left turn lane and right turn lane along northbound and southbound FM 156 between stations 418+00 to 427+00 to be added for a future driveway on the West side of the roadway between Bailey Boswell Rd and Lazy Spur Drive installed in FM 156 currently under construction by the Texas Department of Transportation; and

WHEREAS, on February 2, 2021, the City Council of the City of Saginaw executed an escrow agreement with the Developer of UCD Saginaw Addition, Lots 1-2 to cover the costs of a left turn lane, right turn land and driveway to be added. A left turn lane and right turn lane along northbound and southbound FM 156 between stations 418+00 to 427+00 to be added for a future driveway on the West side of the roadway between Bailey Boswell Rd and Lazy Spur Drive; and

WHEREAS, on the City of Saginaw received Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects With No Required Match On-System to accomplish the work.

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

1.

The City of Saginaw approves the Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects With No Required Match On-System with the State of Texas through the Texas Department of Transportation for left turn lane, right turn land and driveway to be added. A left turn lane and right turn lane along northbound and southbound FM 156 between stations 418+00 to 427+00 to be added for a future driveway on the West side of the roadway between Bailey Boswell Rd and Lazy Spur Drive (Project).

2.

The City of Saginaw approves the total cost of $154,295.49 for said project.

PASSED AND APPROVED THIS 19st DAY OF OCTOBER, 2021.

APPROVED:

ATTEST:

_____
Todd Flippo, Mayor

_____
Janice England, City Secretary

City of Saginaw

Meeting Date: 10/19/2021

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

Agenda Items: (4)(f)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action regarding Authorization of Amendment #1 to an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (KHA) for Design of the Northwest Booster Pump Station

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BACKGROUND/DISCUSSION:
On January 5, 2021, City Council authorized an IPO with KHA for the design of the Northwest Booster Pump Station to be located at the Park Center elevated storage tank. The pump station is necessary to bring water pressure in the northwest area of the City to acceptable levels for domestic water supply.

During fire protection discussions with Beltmill concerning required flow rate and pressure necessary to serve multi-storied structures, City staff and KHA determined that it was prudent to increase the pump capacity of the NW Pump Station.

The proposed IPO will provide for the design of the revised pump configuration and site work for a lump sum fee of $17,500.

FINANCIAL IMPACT:
The fiscal Impact of this action is $17,500. Funds will come from Water Impact Fees.

RECOMMENDATION:
It is recommended that the City Council authorize Amendment #1 to the IPO with KHA for the Northwest Booster Pump Station in the amount of $17,500.

ATTACHMENTS:

Description

Amendment #1 IPO

AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 01 dated September 16, 2021 to the agreement between City of Saginaw ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated January 05, 2021 ("the Agreement") concerning Saginaw Northwest Booster Pump Station (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

- Addition of pump and revision of pump building layout
- Revision of site layout

For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the above services for a lump sum fee of $17,500.

All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

CITY OF SAGINAW, TEXAS
INC.

BY:_____
Gabe Reaume
City Manager

DATE:_____

KIMLEY-HORN AND ASSOCIATES,

BY:_____, P.E.
John Atkins, P.E.
Vice President

DATE: 9-16-21

City of Saginaw

Meeting Date: 10/19/2021

Agenda Items: (4)(g)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action regarding Appointment of City Representatives to the FY22 Fort Worth Wholesale Water and Wastewater Committees

BACKGROUND/DISCUSSION:
Each year the City must appoint a primary and alternative representative to the Fort Worth Wholesale Water Committee and the Fort Worth Wholesale Wastewater Committee.

It is recommended that Rick Trice, Director of Public Works be appointed as the primary representative and Randy Newsom, Assistant Director of Public Works be appointed as the alternate representative.

FINANCIAL IMPACT:
NA

RECOMMENDATION:
It is recommended that Rick Trice, Director of Public Works be appointed as the primary representative and Randy Newsom, Assistant Director of Public Works be appointed as the alternate representative.

ATTACHMENTS:

Description

FY22 Official Appointment Form

APPOINTMENT FORM
Wholesale Water and Wastewater Customer Advisory Committee

DATE: 10-19-21

WHOLESALE CUSTOMER: City of Saginaw

Check all that apply: ☒ Water ☒ Wastewater

The following individuals are officially appointed by the **CUSTOMER's GOVERNING BODY**, under the terms of the Wholesale Contract for Services as the **VOTING MEMBER** and **ALTERNATE** for the Water and/or Wastewater System Advisory Committee. The term is for the Fiscal Year beginning October 1, 2021 through September 30, 2022.

Voting Member:

Rick Trice
Name

Public Works Director
Title

(817) 230-0449
Office Phone

(817) 739-6505
Cell Phone

rtrice@saginawtx.org
Email Address

Mailing Address:

205 Brenda Lane

Saginaw, Texas 76179

Alternate Member

Randy Newsom
Name

Assist. Public Works Director
Title

(817) 230-0448
Office Phone

(817) 313-3035
Cell Phone

rnewsom@saginawtx.org
Email Address

Mailing Address:

205 Brenda Lane

Saginaw, Texas 76179

Official Seal

Signature of Mayor/Board President

Please complete and return as soon as possible, but no later than September 30, 2021 to:

WaterWholesale@fortworthtexas.gov

or

City of Fort Worth
Water Department
Billing Section/Wholesale
P. O. Box 870
Fort Worth, Texas 76101

City of Saginaw

Meeting Date: 10/19/2021

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

Agenda Items: (4)(h)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding Acceptance of a Water-Sewer Facility Easement from Saginaw Spring Creek Property Partnership, L.P.

BACKGROUND/DISCUSSION:
During the development of Spring Creek Addition, Phase 1, a waterline was constructed in Spring Hollow Drive that was extended northward toward the north property line of the development. The easement was shown on the construction plans but does not show up on title work performed on the property.

The current owner, Saginaw Spring Creek Property Partnership, L.P., has prepared a dedication instrument to dedicate the easement that will be required to serve future development adjacent to Spring Creek Addition.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
Staff recommends acceptance of the Water-Sewer Facility Easement from Saginaw Spring Creek Property Partnership, L.P.

ATTACHMENTS:

Description

Spring Creek Water-Sewer Facility Easement
Plan Sheet for Spring Hollow Drive

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

CITY OF SAGINAW
WATER-SEWER FACILITY EASEMENT

DATE:

GRANTOR: **Saginaw Spring Creek Property Partnership, L.P.**

GRANTOR'S MAILING ADDRESS (including County):
1800 Valley View Lane #300
Farmers Branch, Dallas COUNTY, TX 75234

GRANTEE: **CITY OF SAGINAW**

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

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

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

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

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR: Saginaw Spring Creek Property Partnership, L.P.,
a Texas limited partnership

By: Pars Investments, Inc.,
a Texas corporation
its General Partner

By: _____
Mehrdad Moayedi, President

GRANTEE: City of Saginaw

By (Signature): _____

(Print Name)_____, Title_____

APPROVED AS TO FORM AND LEGALITY

(Signature)_____

(Print Name)_____, Title_____

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of September, 2021.

_____
Notary Public in and for the State of Texas

GRAHAM MAXEY
Notary Public, State of Texas
Comm. Expires 05-12-2024
Notary ID 132473474

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____, 20___.

_____

Notary Public in and for the State of Texas

EXHIBIT "A"

PROPERTY DESCRIPTION

STATE OF TEXAS:
COUNTY OF TARRANT:

BEING a tract of land situated in the the J. Biles Survey, Abstract No. 119, City of Saginaw, Tarrant County, Texas, being a portion of that tract of land as described in deed to Centurion American Construction Enterprises, LLC, recorded in D214018413, Official Public Records, Tarrant County, Texas, being a portion of Lot 1X, Block 7 of the final plat of Spring Creek, an addition to the City of Saginaw, Tarrant County, Texas as recorded in Cabinet A, Slide 11376, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" rebar capped Carter & Burgess found at the most northerly corner of said Lot 1X, Block 7;

THENCE South 42 degrees 55 minutes 37 seconds East, along the northeasterly line of said Lot 1X, Block 7, a distance of 64.00 feet to a 5/8" rebar capped Carter & Burgess found at an easterly corner of said Lot 1X, Block 7, said point lying in the northwesterly line of Lot 1X, Block 1 of said Spring Creek addition;

THENCE South 47 degrees 04 minutes 23 seconds West, along an easterly line of said Lot 1X, Block 7 and the northwesterly line of said Lot 1X, Block 1, a distance of 16.00 feet;

THENCE North 42 degrees 55 minutes 37 seconds West, departing the northwesterly line of said Lot 1X, Block 1, across said Lot 1X, Block 7, a distance of 64.00 feet to a point in the northwesterly line of said Lot 1X, Block 7;

THENCE North 47 degrees 04 minutes 23 seconds East, along the northwesterly line of said Lot 1X, Block 7, a distance of 16.00 feet to the POINT OF BEGINNING and containing 1,024 square feet or 0.024 acre of land;

NOTE:
Bearings are referenced to the final plat of Spring Creek as recorded in Cabinet A, Slide 11376, Plat Records, Tarrant County, Texas,

GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TxEng Firm # F-2944 -- TxSurv Firm # 10021700

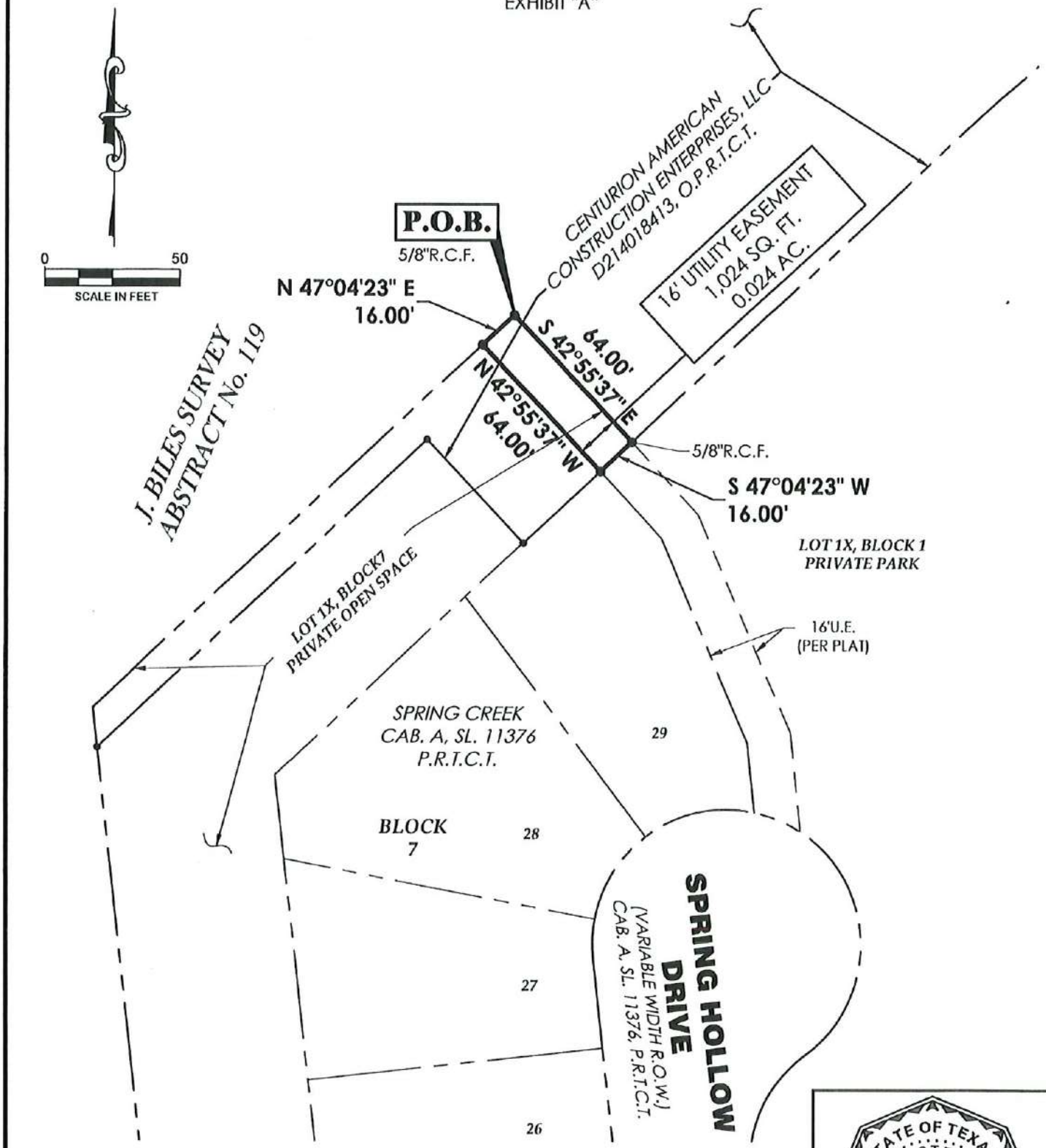
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Drafted: T.J.M.	Checked: J.S.B.	of	
Date Prepared: 8/26/2021			2

STATE OF TEXAS
REGISTERED
JOEL S. BARTON
4914
PROFESSIONAL
LAND SURVEYOR

Joel S. Barton

E:\10937 - Saginaw Industrial\COGO\ESMTS BY G&M\UTIL ESMT.dwg

EXHIBIT "A"



GOODWIN AND MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TxEng Firm # F-2944 ~ TxSurv Firm # 10021700

Job No.: 10937	Scale: 1"=50'	Sheet	
Drafted: T.J.M.	Checked: J.S.B.	2	
		of	
Date Prepared: 8/26/2021		2	

STATE OF TEXAS
REGISTERED
JOEL S. BARTON
4914
PROFESSIONAL
LAND SURVEYOR

Joel S. Barton

E:\10937 - Saginaw Industrial\COGO\ESMTS BY G&M\UTIL ESMT.dwg

CURVE DATA				
NO	DELTA	RADIUS	TANGENT	LENGTH
1	21° 40'05"	192.50'	36.84'	72.80'

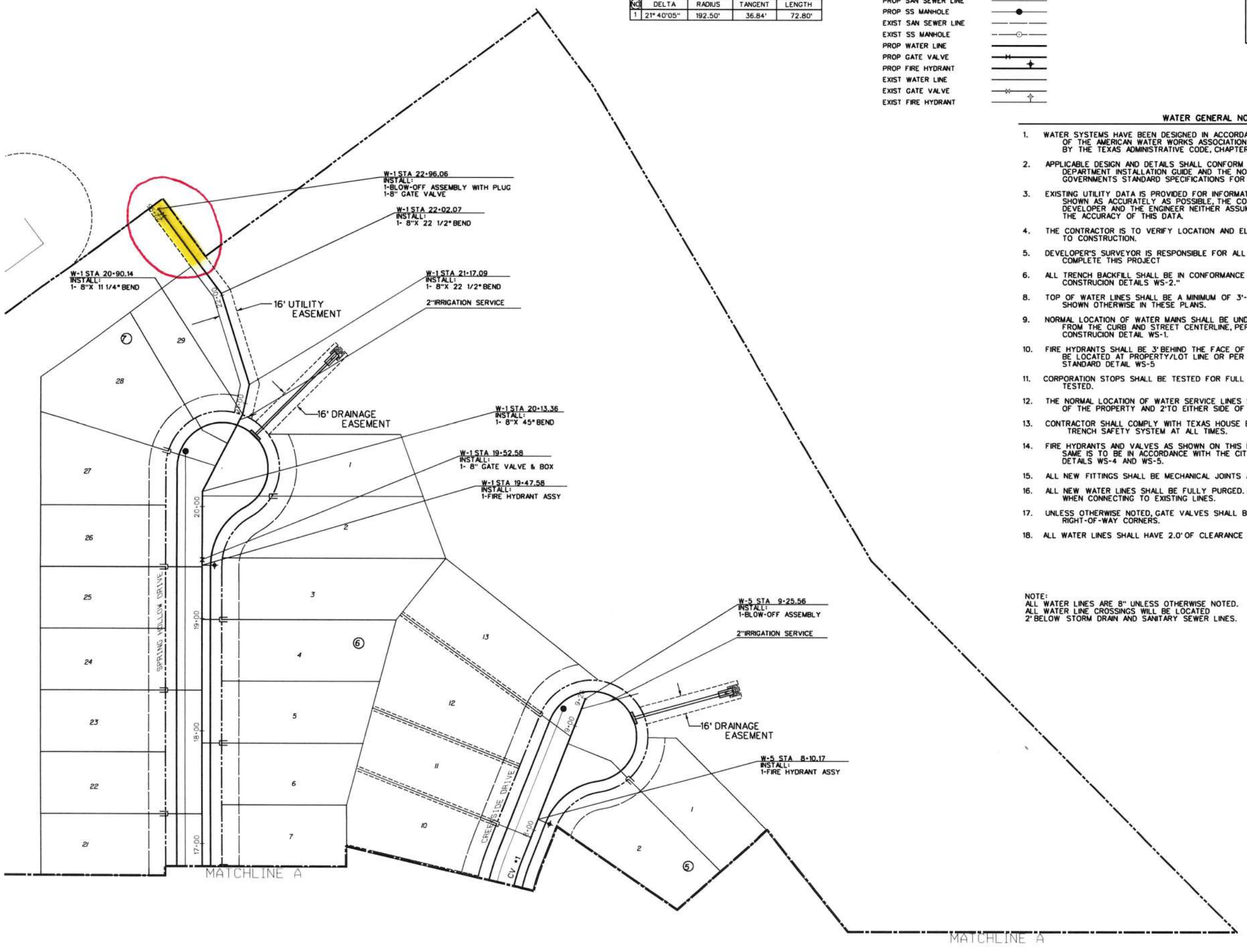
LEGEND

- PROP SAN SEWER LINE
- PROP SS MANHOLE
- EXIST SAN SEWER LINE
- EXIST SS MANHOLE
- PROP WATER LINE
- PROP GATE VALVE
- PROP FIRE HYDRANT
- EXIST WATER LINE
- EXIST GATE VALVE
- EXIST FIRE HYDRANT

/// WARNING ///

VARIOUS UNDERGROUND UTILITIES
CONTRACTOR TO CONTACT DIG TESS
PRIOR TO BEGINNING CONSTRUCTION

1-800-DIG-TESS



WATER GENERAL NOTES

1. WATER SYSTEMS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE MOST CURRENT STANDARDS OF THE AMERICAN WATER WORKS ASSOCIATION AND THE MOST CURRENT CRITERIA ADOPTED BY THE TEXAS ADMINISTRATIVE CODE, CHAPTER 290, "WATER HYGIENE".
2. APPLICABLE DESIGN AND DETAILS SHALL CONFORM TO THE CITY OF SAGINAW PUBLIC WORKS DEPARTMENT INSTALLATION GUIDE AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH THIS DATA IS SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT THE DEVELOPER AND THE ENGINEER NEITHER ASSUMES NOR IMPLIES ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA.
4. THE CONTRACTOR IS TO VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
5. DEVELOPER'S SURVEYOR IS RESPONSIBLE FOR ALL CONSTRUCTION SURVEYING TO COMPLETE THIS PROJECT
6. ALL TRENCH BACKFILL SHALL BE IN CONFORMANCE WITH THE CITY OF SAGINAW'S STANDARD CONSTRUCION DETAILS WS-2."
8. TOP OF WATER LINES SHALL BE A MINIMUM OF 3'-6" BELOW TOP OF CURB EXCEPT WHERE SHOWN OTHERWISE IN THESE PLANS.
9. NORMAL LOCATION OF WATER MAINS SHALL BE UNDER THE PAVEMENT HALF THE DISTANCE FROM THE CURB AND STREET CENTERLINE, PER THE CITY OF SAGINAW'S STANDARD CONSTRUCION DETAIL WS-1.
10. FIRE HYDRANTS SHALL BE 3' BEHIND THE FACE OF THE CURB. FIRE HYDRANTS SHALL BE LOCATED AT PROPERTY/LOT LINE OR PER CITY OF SAGINAW'S CONSTRUCTION STANDARD DETAIL WS-5
11. CORPORATION STOPS SHALL BE TESTED FOR FULL FLOW WHEN THE SYSTEM IS PRESSURE TESTED.
12. THE NORMAL LOCATION OF WATER SERVICE LINES SHALL BE IN THE PARKWAY IN FRONT OF THE PROPERTY AND 2'TO EITHER SIDE OF THE COMMON PROPERTY LINE.
13. CONTRACTOR SHALL COMPLY WITH TEXAS HOUSE BILLS 662 AND 665, TO MAINTAIN A VIABLE TRENCH SAFETY SYSTEM AT ALL TIMES.
14. FIRE HYDRANTS AND VALVES AS SHOWN ON THIS PLAN ARE SYMBOLIC ONLY. INSTALLATION OF SAME IS TO BE IN ACCORDANCE WITH THE CITY OF SAGINAW'S STANDARD CONSTRUCTION DETAILS WS-4 AND WS-5.
15. ALL NEW FITTINGS SHALL BE MECHANICAL JOINTS AND SHALL HAVE STAINLESS CORR BLUE BOLTS.
16. ALL NEW WATER LINES SHALL BE FULLY PURGED. DO NOT TEST AGAINST EXISTING VALVES WHEN CONNECTING TO EXISTING LINES.
17. UNLESS OTHERWISE NOTED, GATE VALVES SHALL BE INSTALLED TO LINE UP WITH THE RIGHT-OF-WAY CORNERS.
18. ALL WATER LINES SHALL HAVE 2.0' OF CLEARANCE FROM OUTSIDE PIPE TO OUTSIDE OF WATER LINE.

NOTE:
ALL WATER LINES ARE 8" UNLESS OTHERWISE NOTED.
ALL WATER LINE CROSSINGS WILL BE LOCATED
2' BELOW STORM DRAIN AND SANITARY SEWER LINES.

STATE OF TEXAS
JILL J. RANKIN
88618
LICENSED
PROFESSIONAL ENGINEER

0 40 80 120
GRAPHIC SCALE IN FEET

SPRING CREEK
PHASE 1

CITY OF SAGINAW, TEXAS
TRANSPORTATION AND PUBLIC WORKS DEPT.
ENGINEERING DIVISION

Carter Burgess
CARTER & BURGESS, INC.
777 MAIN STREET, P.O. BOX 161659
FORT WORTH, TEXAS 76161-0659
PHONE: 817.735.6886, FAX: 817.735.6148

SUB. _____ REC. _____
REV. _____

DESIGNED: JLR/JDM	DATE	FILE	SHEET
DRAWN: CADD	OCTOBER 04		
CHECKED: JJR			

Copyright 2004 by Carter & Burgess,Inc.

The seal appearing on this document was authorized by Jill J Rankin, P.E. No.88618, on July 20,2004
Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act

City of Saginaw

Meeting Date: 10/19/2021

Agenda Items: (4)(i)

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

E-mail: rtrice@saginawtx.org

Phone: 18172300449

SUBJECT:
Action regarding Purchase of One 2022 Chevrolet Colorado Pickup Truck for the Inspection Department--Rick Trice, P.E., Director of Public Works

BACKGROUND/DISCUSSION:
This item is for approval of the purchase of a 2022 Chevrolet Colorado Pickup Truck for the Inspection Department in the amount of $25,280.50 from Five Star Chevrolet in Carrollton. Funds for this vehicle are budgeted in the Inspections/Code Enforcement Department Budget in the amount of $30,000. Staff researched vehicles through BuyBoard Cooperative Purchasing and found their price approximately $7,000 higher with no vehicles currently available.

FINANCIAL IMPACT:
The financial impact will be $25,280.50. Funds in the amount of $30,000 are budgeted in the Inspections/Code Enforcement Budget, Account 01-7000-10-00, Capital Outlay/Special Request for the purchase of a vehicle.

RECOMMENDATION:
Staff recommends approval of the purchase of one 2022 Chevrolet Colorado Pickup from Five Star Chevrolet in Carrollton, in the amount of $25,280.50.

ATTACHMENTS:

Description

Inspection Vehicle Purchase

City of Saginaw

PURCHASE ORDER

City of Saginaw

333 W. Mc Elroy
P.O. Box 79070
Saginaw, Texas 76179
817-232-4640

P.O. Number: 7696

Date: 10/12/2021

This is a confirmation: ☐

This is an order: ☐

DELIVERY ADDRESS:

CITY OF SAGINAW
333 W. MCLEROY BLVD.
P. O. BOX 79070
SAGINAW TX, 76179-0070
Attn: CITY HALL

FIVE STAR FORD
1735 S. INTERSTATE 35 E
CARROLTON TX, 75006

Delivery Date:

Vendor No.: 32860

Item Nbr	QTY	Description	Account Number	UOM	Unit Amount	Total Amount
1	1.00	BUILDING INSPECTIONS DEPARTMENT- 2022 CHEVRLOLET PICKUP	01-7000-10-00	EA	25,280.50	25,280.5

Conditions of Purchase

Grand Total: $25,280.5

Delivery will be at vendors risk. Goods are subject to inspection and return if found inferior to specifications or reasonable standard quality.
Transportation charges, if any, should be prepaid and added to the invoice.

Purchasing Agent

FIVE STAR CHEVROLET
1735 S. INTERSTATE 35 E
CARROLLTON, TX 75006
972-389-6700

CUST#: 1173117

RETAIL PURCHASE AGREEMENT

Deal Number: 119093

Purchaser's Name(s): CITY OF SAGINAW — Date: 10/12/2021

Address: 333 WEST MCLEROY SAGINAW, TX 76179 — County: TARRANT

Telephone (1): [redacted] — Telephone (2): 817-230-0457 — DOB: [redacted]

E-mail: llittle@saginawtx.org — D.L./State I.D.#: — Issuing State: TX — Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR	MAKE	MODEL	COLOR	STOCK NO.
2022	CHEVROLET	COLORADO	G9K	N1109924

VIN/SERIAL NO.	ODOMETER READING	SALESPERSON
1GCGSBEA2N1109924	☐ Not Accurate 5	CHAD COFFMAN

THE VEHICLE IS: ☒ NEW ☐ USED

PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL/EXECUTIVE ☐ RENTAL ☐ OTHER

WARRANTY STATEMENT

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción española: Vea el dorso.

☐ **Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.**

TRADE-IN VEHICLE INFORMATION

Year:	Make:	Model:	Color:
N/A	N/A	N/A	N/A

VIN/Serial No: N/A — Odometer Reading: ☐ Not Accurate N/A

Trade-In Allowance: N/A — Balance Owed & Lienholder: N/A

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

☐ IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION

☐ IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT

Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.

***Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.** Traducción española: Vea el dorso.

CASH PRICE OF VEHICLE	28825.00
OPTIONAL ACCESSORIES: ☐ See attached Addendum Sticker	N/A
N/A	N/A
N/A	N/A
Temp Tag	5.00
RD&BR/ DEP	20.00
TOTAL SELLING PRICE	28850.00
LESS: TRADE-IN ALLOWANCE	N/A
N/A	N/A
SUBTOTAL	28850.00
N/A	N/A
SALES TAX	N/A
DEALER'S INVENTORY TAX	N/A
N/A	N/A
DOCUMENTARY FEE *	150.00
STATE INSPECTION FEE	23.75
DEPUTY SERVICE FEE	N/A
LICENSE FEE	120.75
TITLE FEE	33.00
N/A	N/A
N/A	N/A
TOTAL DUE	29177.50
☐ DEPOSIT/☐ DOWN PAYMENT If Deposit, see Deposit Receipt	N/A
REBATE(S)	3900.00
Child Safety Seat	3.00
LESS CASH DUE AT DELIVERY	N/A
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)	25280.50

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser — 10/12/2021

Accepted by Authorized Dealership Representative — 10/12/2021

N/A
Purchaser

DealerCAP

CATALOG #8963171

© 2015 CDK Global, LLC Texas (01/16)

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

CHEVROLET

2022 COLORADO 2WD WT CREW CAB

EXTERIOR: SATIN STEEL GRAY METALLIC
INTERIOR: JET BLACK / DARK ASH

ENGINE, 2.5L I4 DI DOHC VVT
TRANSMISSION, 6-SPD AUTOMATIC

Visit us at www.chevy.com

✓

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS
- 3 YEAR/36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT
- WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

CONNECTIVITY & TECHNOLOGY
- SIRIUSXM RADIO CAPABLE, TRIAL INCLUDED WITH SUBSCRIPTION SOLD SEPARATELY
- CHEVROLET INFOTAINMENT 3 7" DIAG COLOR TOUCHSCREEN ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING VOICE COMMAND PASSTHROUGH TO PHONE, ANDROID AUTO AND APPLE CARPLAY CAPABLE

INTERIOR
- 4-WAY POWER DRIVER SEAT
- AIR CONDITIONING
- REAR FOLDING BENCH SEAT
- POWER WINDOWS W/ EXPRESS DRIVER UP/DOWN

EXTERIOR
- 17" ULTRA SILVER STEEL WHEELS
- ALL-SEASON TIRES
- HALOGEN HEADLAMPS
- OUTSIDE FOLDING MIRRORS
- CORNERSTEP REAR BUMPER

SAFETY & SECURITY
- STABILITRAK-STABILITY CONTROL SYSTEM W/ TRACTION CONTROL
- REAR VISION CAMERA
- THEFT-DETERRENT SYSTEM
- TEEN DRIVER

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	**$27,100.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

WT CONVENIENCE PACKAGE:	530.00
• EZ LIFT AND LOWER TAILGATE	
• REMOTE KEYLESS ENTRY	
• REMOTE LOCKING TAILGATE	
• THEFT DETERRENT SYSTEM, UNAUTHORIZED ENTRY"	
• CRUISE CONTROL	
REAR AXLE 4.10 RATIO	INC.
TOTAL OPTIONS	$530.00
TOTAL VEHICLE & OPTIONS	$27,630.00
DESTINATION CHARGE	1,195.00

TOTAL VEHICLE PRICE*	**$28,825.00**

$25,280.50
Per Purchase order agreement

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

22 MPG combined city/hwy — 19 city — 25 highway

Small pickup trucks range from 17 to 23 MPG. The best vehicle rates 142 MPGe.

4.5 gallons per 100 miles

You **spend $1,500** more in fuel costs over 5 years compared to the average new vehicle. (GAS)

Annual fuel cost $1,600

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 5 (1 — 10 Best)

Smog Rating (tailpipe only): 6 (1 — 10 Best)

This vehicle emits 413 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs $6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.35 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code~

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★ / Passenger ★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ / Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 61%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 17%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
WENTZVILLE, MO U.S.A.
COUNTRY OF origin:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

© 2003 General Motors LLC
GMLBL_PROD_6040 – 04/26/2020

ORDER NO ZWTP1R SALES CODE E
SALES MODEL CODE 12443
DEALER NO 07035
FINAL ASSEMBLY:
WENTZVILLE, MO U.S.A.
VIN 1GCGSBEA8N1109944 REISSUE

DEALER TO WHOM DELIVERED
SAM PACK'S FIVE STAR CHEVROLET
PO BOX 111846
CARROLLTON, TX 75011

City of Saginaw

Meeting Date: 10/19/2021

Agenda Items: (6)

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

E-mail: krinehart@saginawtx.org

Phone: 18172300331

SUBJECT:
Update on Retail Recruitment Efforts

BACKGROUND/DISCUSSION:
In March 2020, the City of Saginaw contracted for the services of The Retail Coach for Retail Retention, Recruitment and Development Services. This is an update to the progress made.

FINANCIAL IMPACT:
NA

RECOMMENDATION:
NA

City of Saginaw

Meeting Date: 10/19/2021

Agenda Items: (7)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 18172300324

SUBJECT:
Comprehensive Plan Update

BACKGROUND/DISCUSSION:
Ms. Abra Nusser of Kimley-Horn & Associates will be present to update the Council on the Comprehensive Plan.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
N/A

ATTACHMENTS:

Description
Presentation

SAGINAW COMPREHENSIVE PLAN

CITY COUNCIL
DRAFT CONCEPTS AND HIGLIGHTS

OCTOBER 19, 2021



PLAN ELEMENTS

01. Introduction & Plan Context

02. Fiscal & Economic Vitality

03. Land Use & Design

04. Mobility & Connectivity

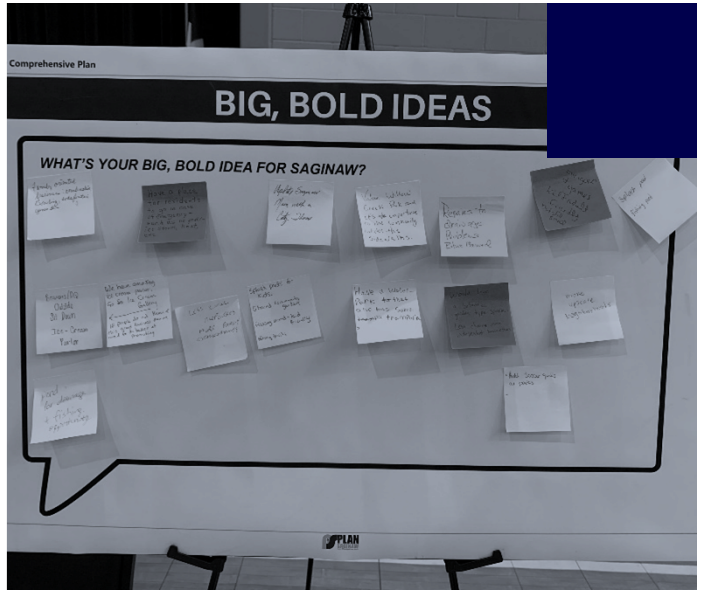
05. Utilities, Resources, & Energy

06. City Services & Facilities

07. Implementation & Monitoring











SAGINAW COMPREHENSIVE PLAN

INTRODUCTION & PLAN CONTEXT

Draft Concepts & Highlights

WHAT IS A COMPREHENSIVE PLAN?



1. Existing conditions analysis and future forecast to frame our actions

2. Bold Vision that clearly portrays who we are and who we want to be

3. Policies, maps, and data that guide priorities

4. Action listing to achieve the Vision (including updating zoning)

COMMUNITY ENGAGEMENT METHODS

- Project Website
- Stakeholder Interviews
- Quilting Group
- Farmers Market
- Utility Bill Stuffers
- Social Media
- Community Forums
- City Council and P&Z Meetings
- City Staff Meetings
- Comprehensive Plan Advisory Committee Meetings

www.PlanSaginaw.com

Previously Online February-March

Take the Community Survey Today!



Saginaw Community Survey

The Community Survey is the first of many opportunities to provide input on Saginaw and the planning efforts. Please help spread the word that this survey is available through March 5th!

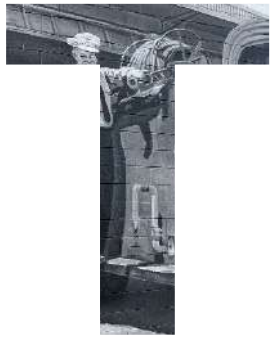
Take the Survey

Saginaw is a unique city with a strong sense of community. Saginaw's special characteristics are being recognized, which has translated into steady population growth since the early 2000s. Planning the future of Saginaw is an essential undertaking to support high quality of life for all residents, visitors, and business owners in the City. The Project Team will be planning Saginaw through early 2022, and we hope that you stay with us on this journey to collaborate on a shared vision for Saginaw's future! We would really appreciate your participation in the engagements listed below. Please stay tuned as we proceed so that we can build this Plan together!

Saginaw's Comprehensive Plan was last updated in 2016. A Comprehensive Plan is the primary governing document related to how a City will look like in the years to come. The comprehensive planning process takes feedback from the community and translates that into strategies and actions for the City to implement. It is time for Saginaw to make an update to their 2016 Comprehensive Plan and to gain new insight from the community about Saginaw's current strengths, weaknesses, opportunities and challenges in 2021.

Survey Top Results



STRENGTHS

1. Parks & Recreation
2. Community/ Small Town Feel
3. Growth & Economic Development

WEAKNESSES

1. Infrastructure (Incl. Drainage & Roads)
2. Shops/ Restaurants/ Businesses
3. Crime/ Public Safety/ Emergency Services

OPPORTUNITIES

1. Shops/ Restaurants/ Businesses
2. Infrastructure (Incl. Drainage & Roads)
3. Parks & Recreation

THREATS

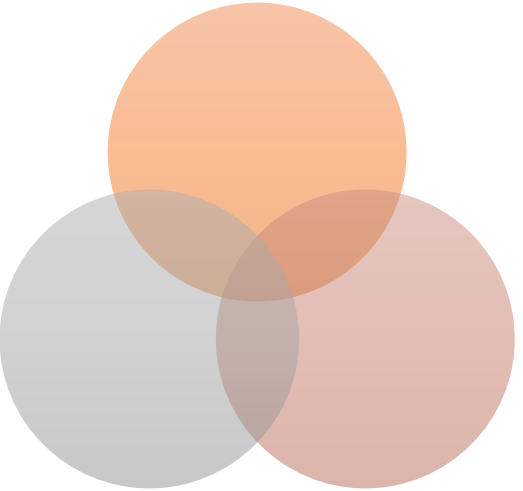
1. Infrastructure (Incl. Drainage & Roads)
2. Growth/ Planning-Related
3. Crime/ Public Safety/ Emergency Services

Crafting the Vision Framework



Vision Framework

- Intersection of the Three Spheres
  - Transformations from good to great come about by a series of good decisions made consistently with a Vision Framework
  - Well-executed // accumulating one upon another // over a long period of time



Deeply Passionate About

- Core Values
- Stand Our Ground

Be the Best At

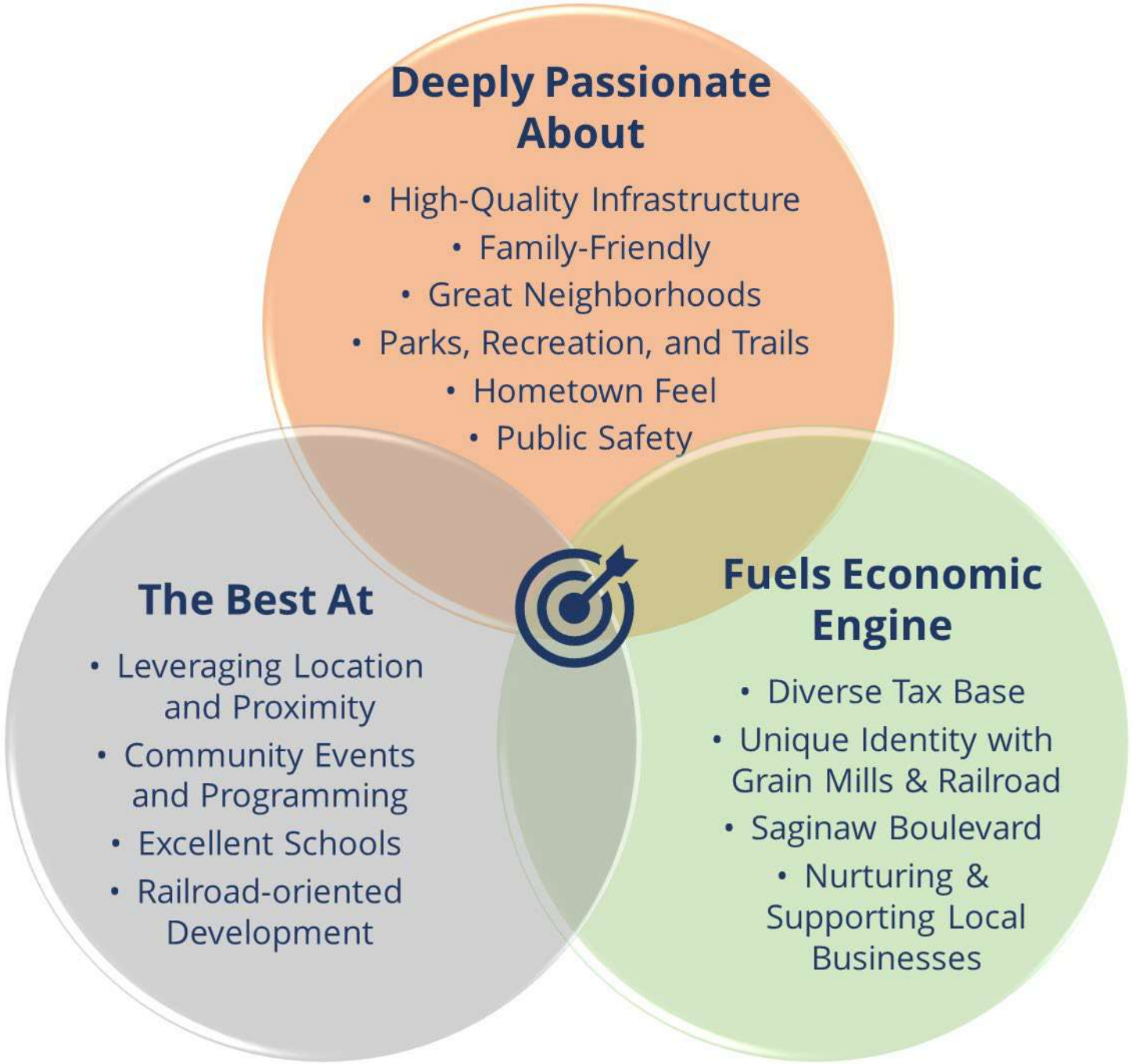
- Differentiators

Fuels Our Economic Engine

- Fiscal Vitality

Vision Framework

The Vision Framework represents what is important to us and what we will utilize in our decision making





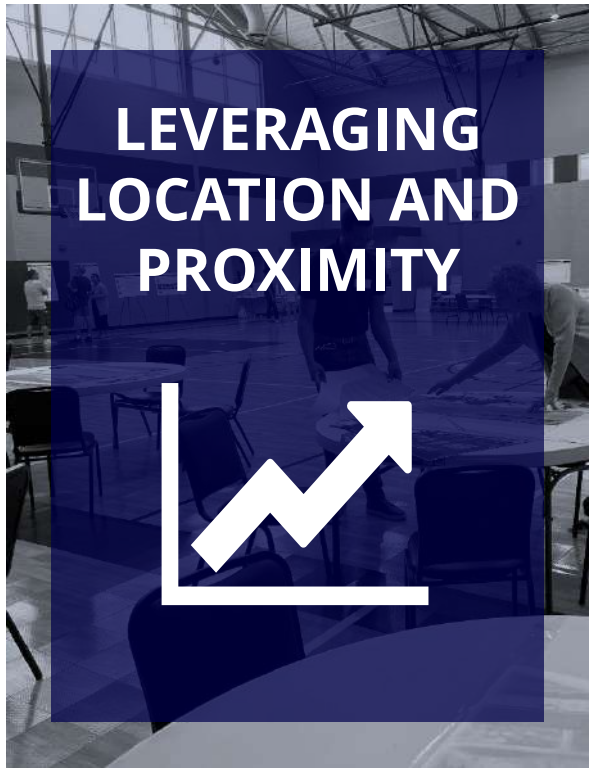
SAGINAW COMPREHENSIVE PLAN

FISCAL & ECONOMIC VITALITY

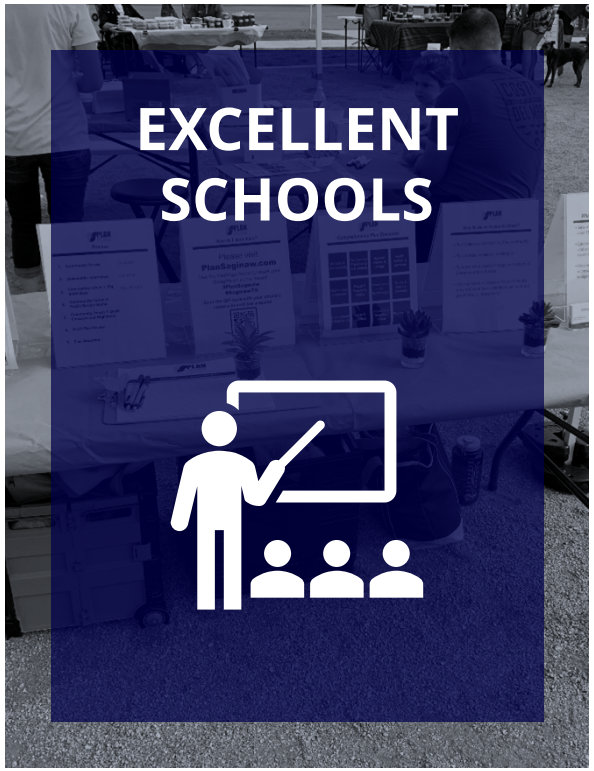
Draft Concepts & Highlights

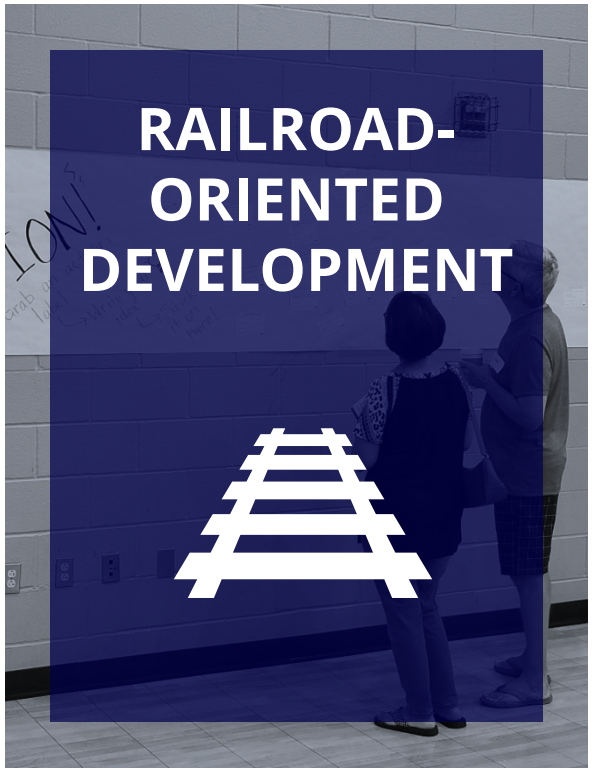
MARKET DIFFERENTIATORS

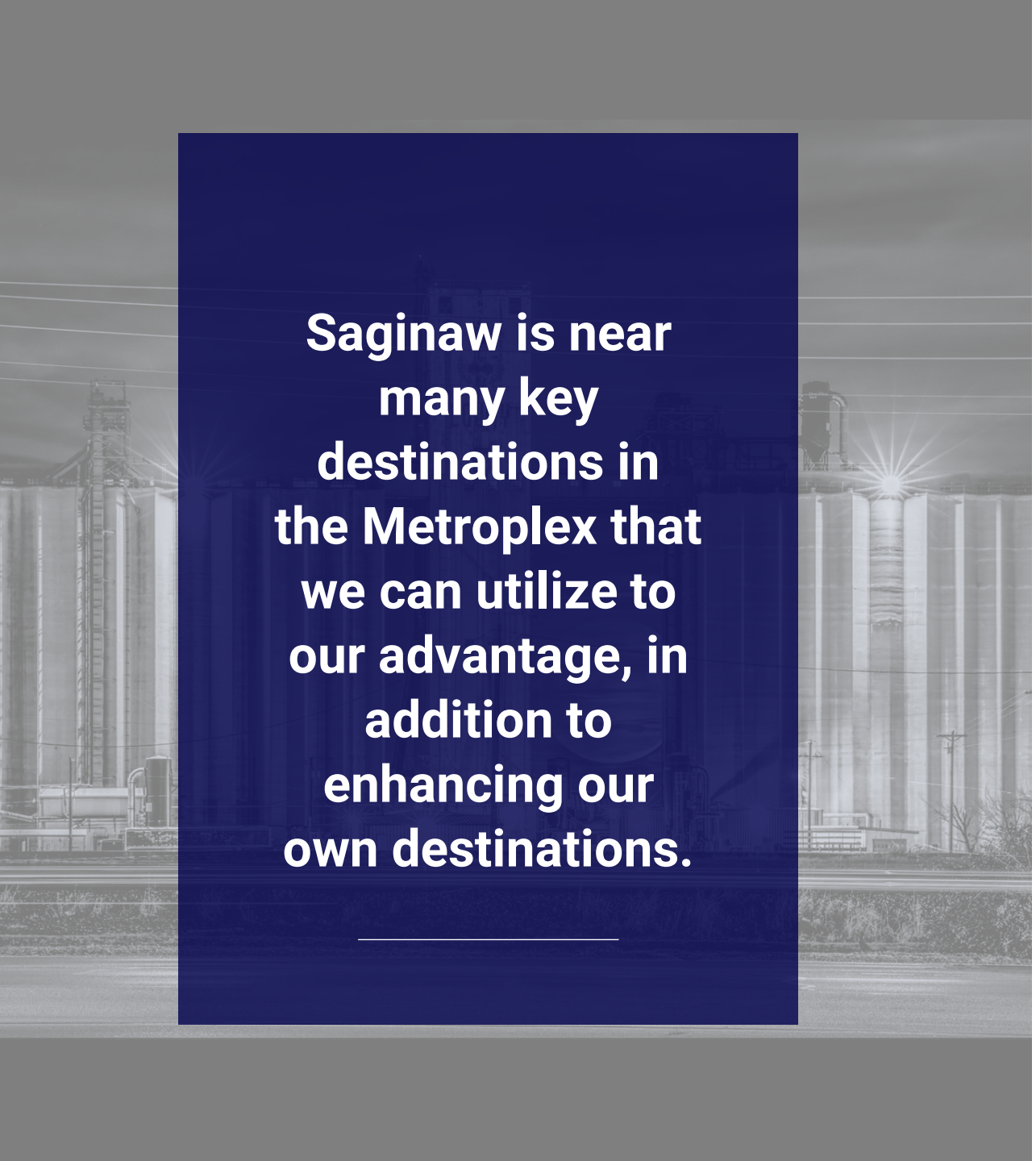
These will set Saginaw apart from its neighbors.











Saginaw is near many key destinations in the Metroplex that we can utilize to our advantage, in addition to enhancing our own destinations.

LOCATION & PROXIMITY



There are exciting opportunities to blend our Parks and Recreation strengths with our railroad and heritage to create a set of one-of-a-kind events and programming for residents and visitors to enjoy.

COMMUNITY EVENTS & PROGRAMMING



Our unique, family-friendly atmosphere and high-quality school district make Saginaw an attractive place to live and visit but also provide key economic development prospects to capitalize on.

EXCELLENT SCHOOLS



The grain mills and buildings along Saginaw Boulevard contribute to a distinct sense of place and provide the opportunity to brand and utilize our assets to propel Saginaw into design and programming solutions for the future.

RAILROAD-ORIENTED DEVELOPMENT

ACTION PLAN SAMPLING

FISCAL & ECONOMIC VITALITY

By 2023, restart quarterly Merchant Luncheons

Explore public-private partnership to provide live-work, small business incubators

Design and fund gateway signage, to be placed at key intersections at entrances to the city

Explore installation of a projector on the side of the Saginaw Grain Mills to light up the Mills with corresponding holiday colors or community imagery

By 2027, attract a developer to construct a mixed-use development at the old Saginaw Fire Station area

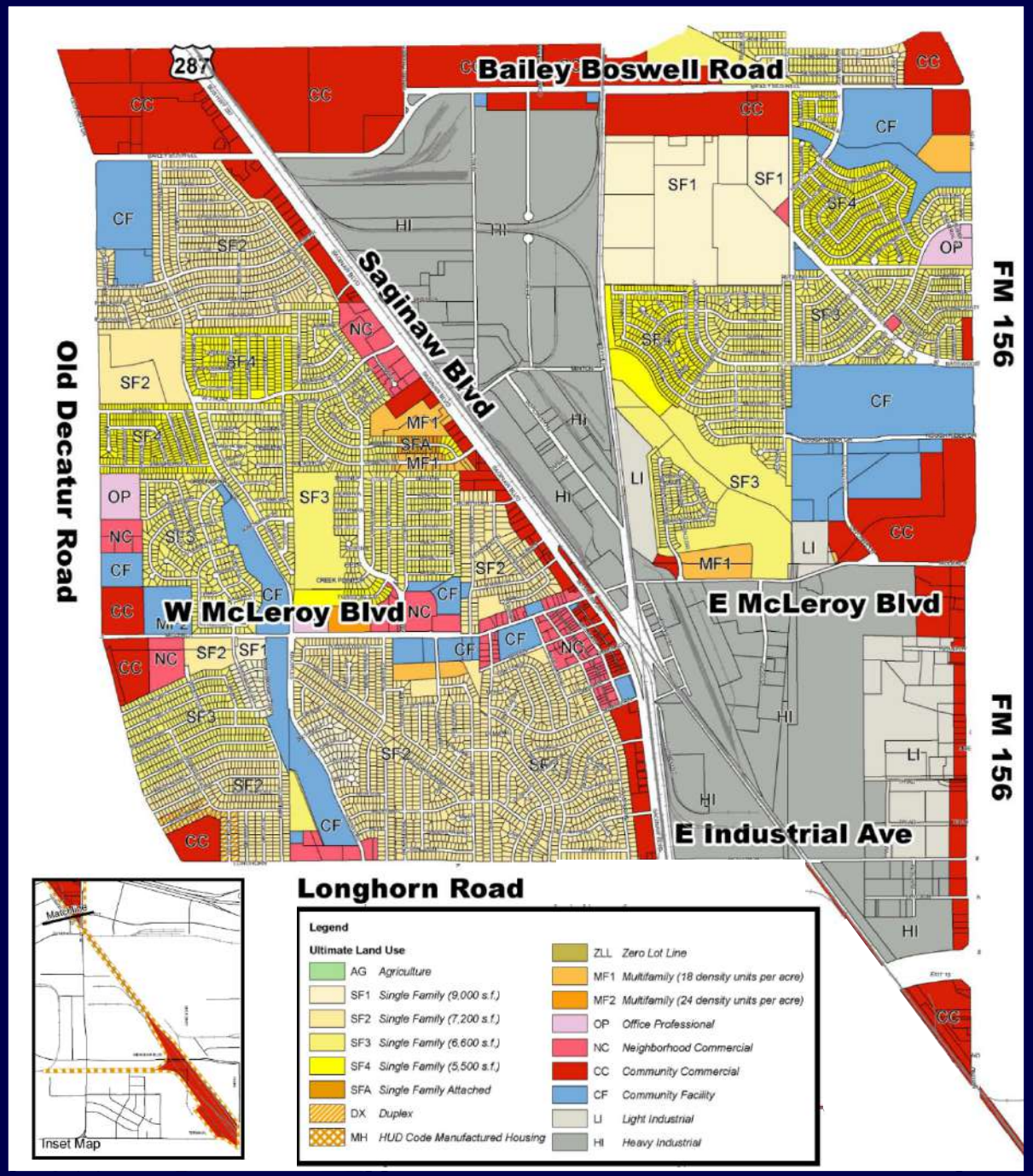
Collaborate with community members to revive the Saginaw Historic Society and construct local landmarks, public art, and heritage education



SAGINAW COMPREHENSIVE PLAN

LAND USE & DESIGN

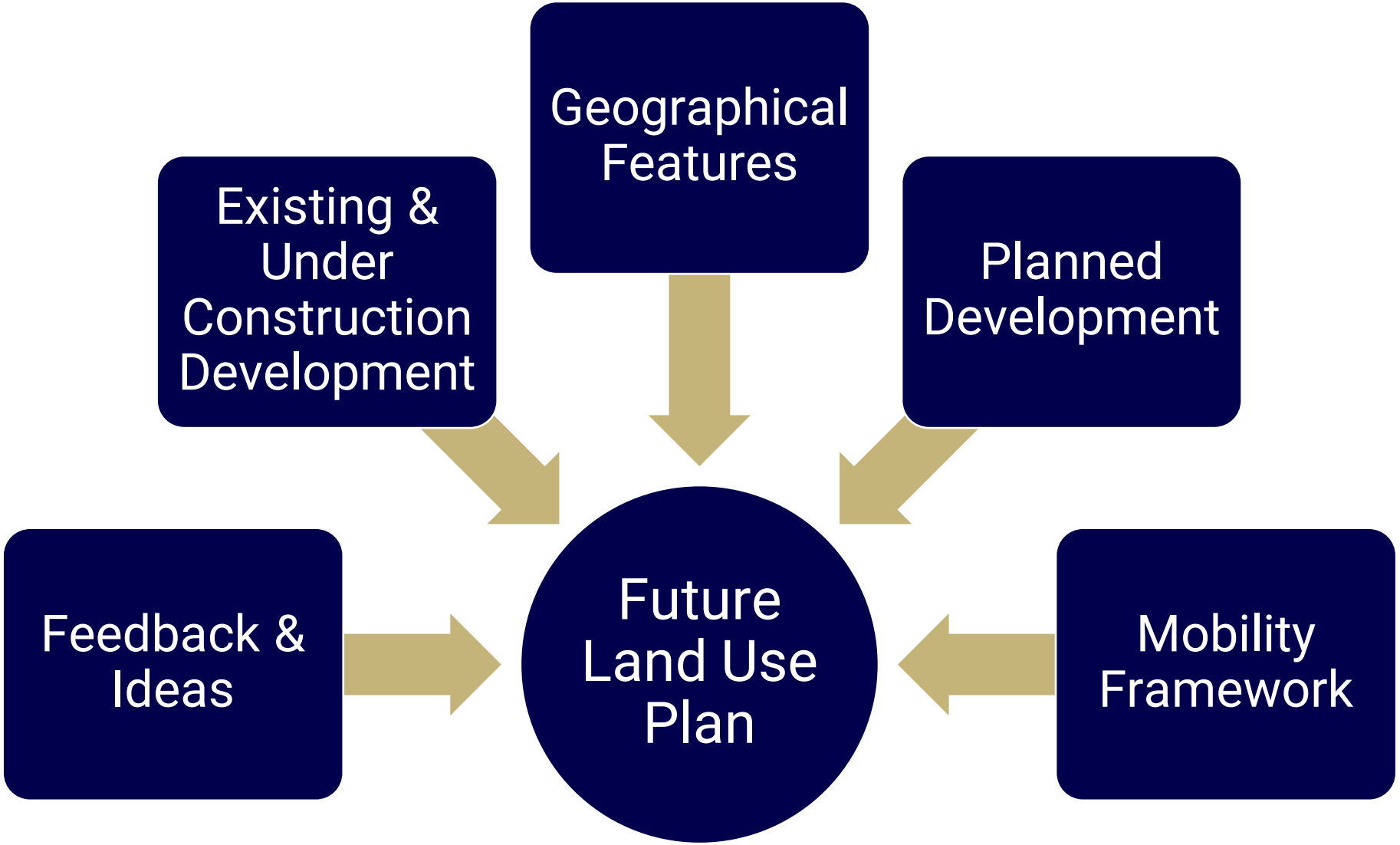
Draft Concepts & Highlights



2016 FUTURE LAND USE PLAN

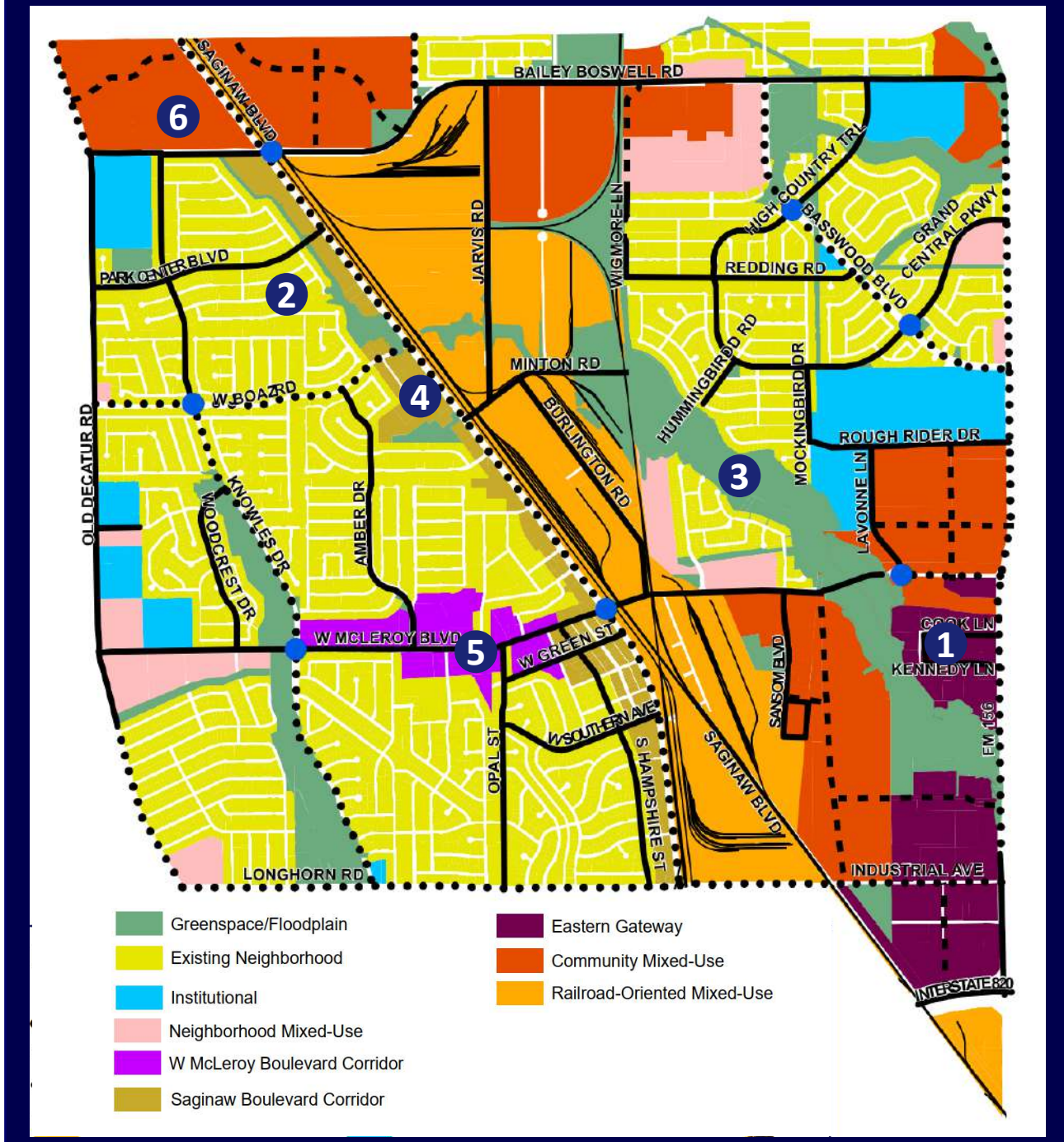
1. There is a lot gray
2. There is no green
3. Saginaw Boulevard as an opportunity
4. Blue Mound Road as an opportunity
5. Mixed-use Centers not identified
6. Differences between pinks and reds

FUTURE LAND USE PLAN METHODOLOGY



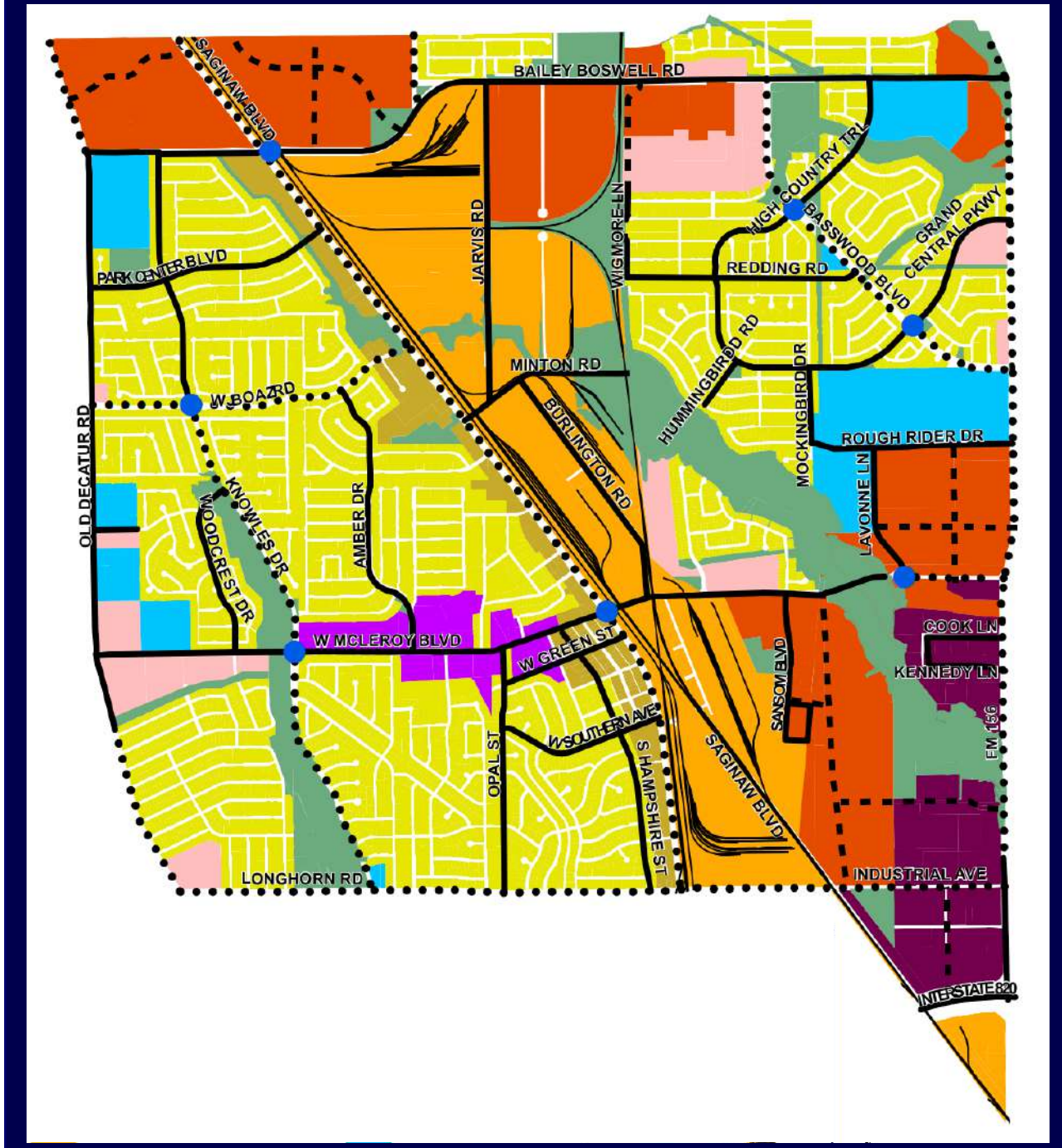
DRAFT FUTURE LAND USE PLAN

1. Move toward design-based Future Land Use Plan
2. Protect existing neighborhoods
3. Protect green and open spaces
4. Blend mobility and land use
   - Understand function and potential of regional corridors
5. Incorporate community priorities
6. Incorporate new context

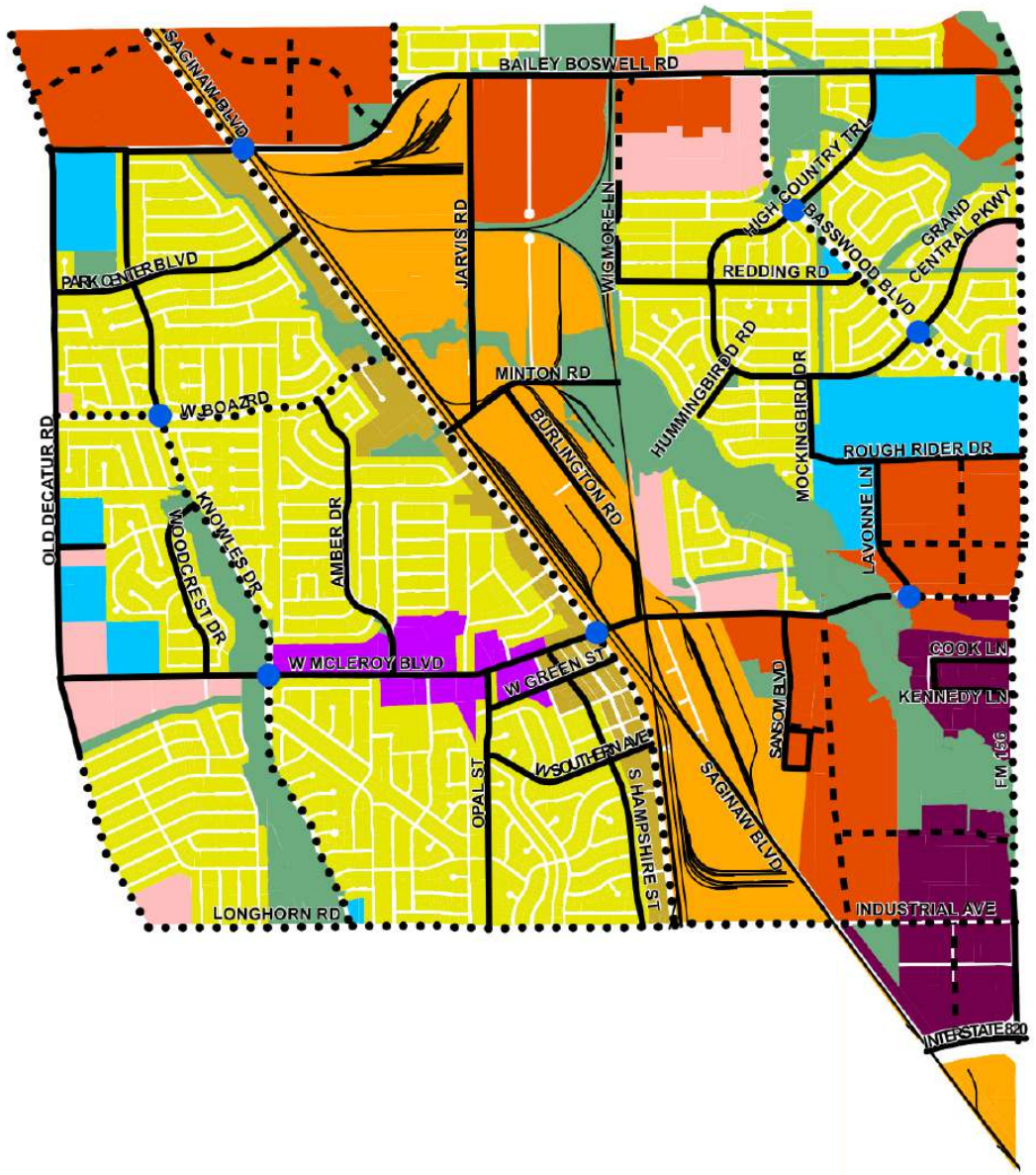


DRAFT FUTURE LAND USE PLAN

- Greenspace/Floodplain
- Existing Neighborhood
- Institutional
- Neighborhood Mixed-Use
- W McLeroy Boulevard Corridor
- Saginaw Boulevard Corridor
- Eastern Gateway
- Community Mixed-Use
- Railroad-Oriented Mixed-Use



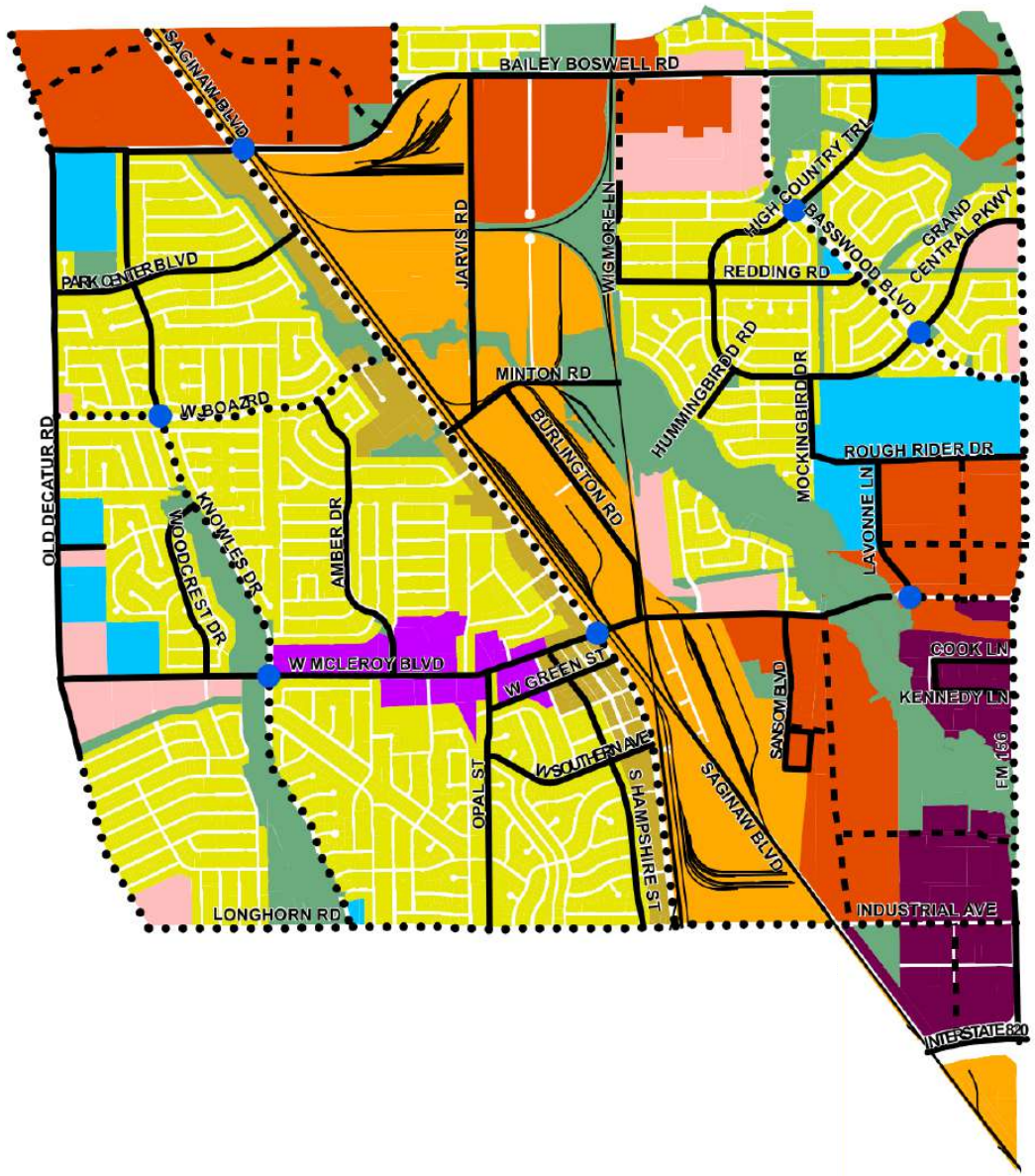
GREENSPACE/ FLOODPLAIN



OPEN SPACE & PARKS

- Only open space, parks, trails, or landmarks
- Preserve and enhance existing ecological integrity of the land for scenic and functional assets
- Thorough trail networks to connect neighborhoods and destinations

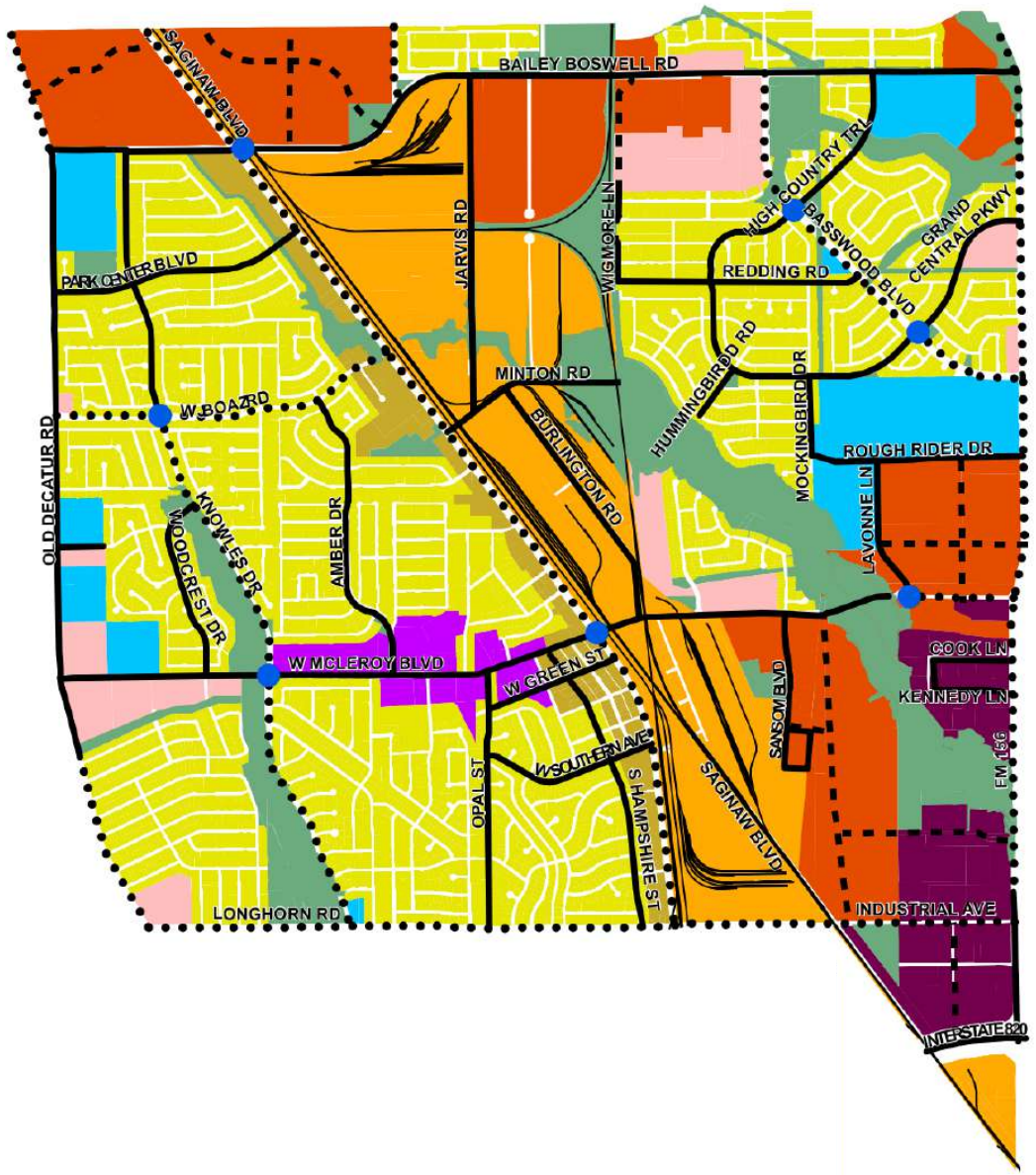
EXISTING NEIGHBORHOODS



PRESERVE & PROTECT

- Maintain existing character and design of existing residential neighborhoods (incl. height)
- Thoughtful transition to commercial or adjacent uses where applicable
- Maintenance and aesthetic programs to promote high-quality neighborhoods

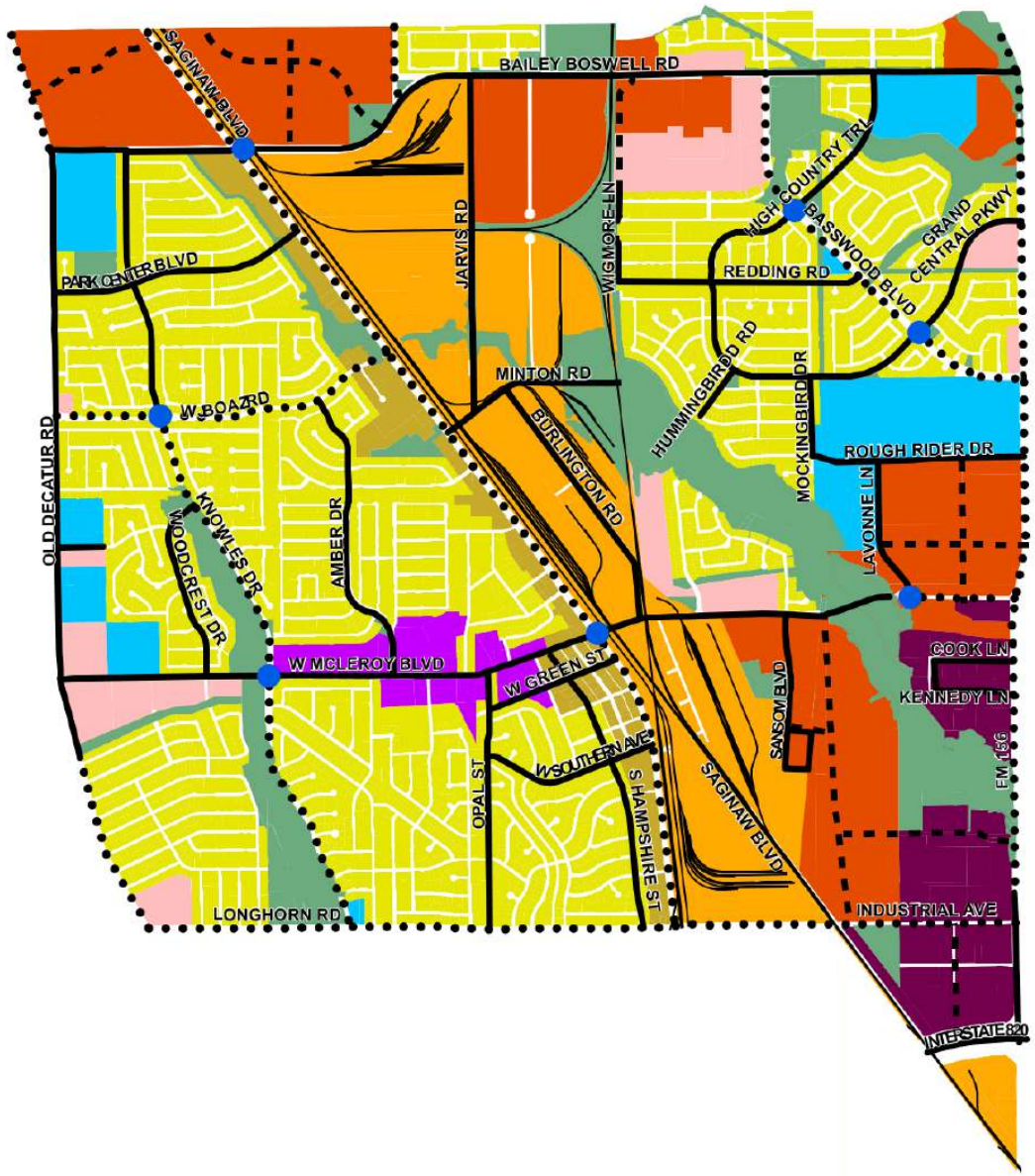
INSTITUTIONAL



EDUCATION & COMMUNITY FACILITIES

- Maximum three stories
- Can include schools, places of worship, daycares, etc.
- Sidewalk and/or trail connections to adjacent commercial and residential areas

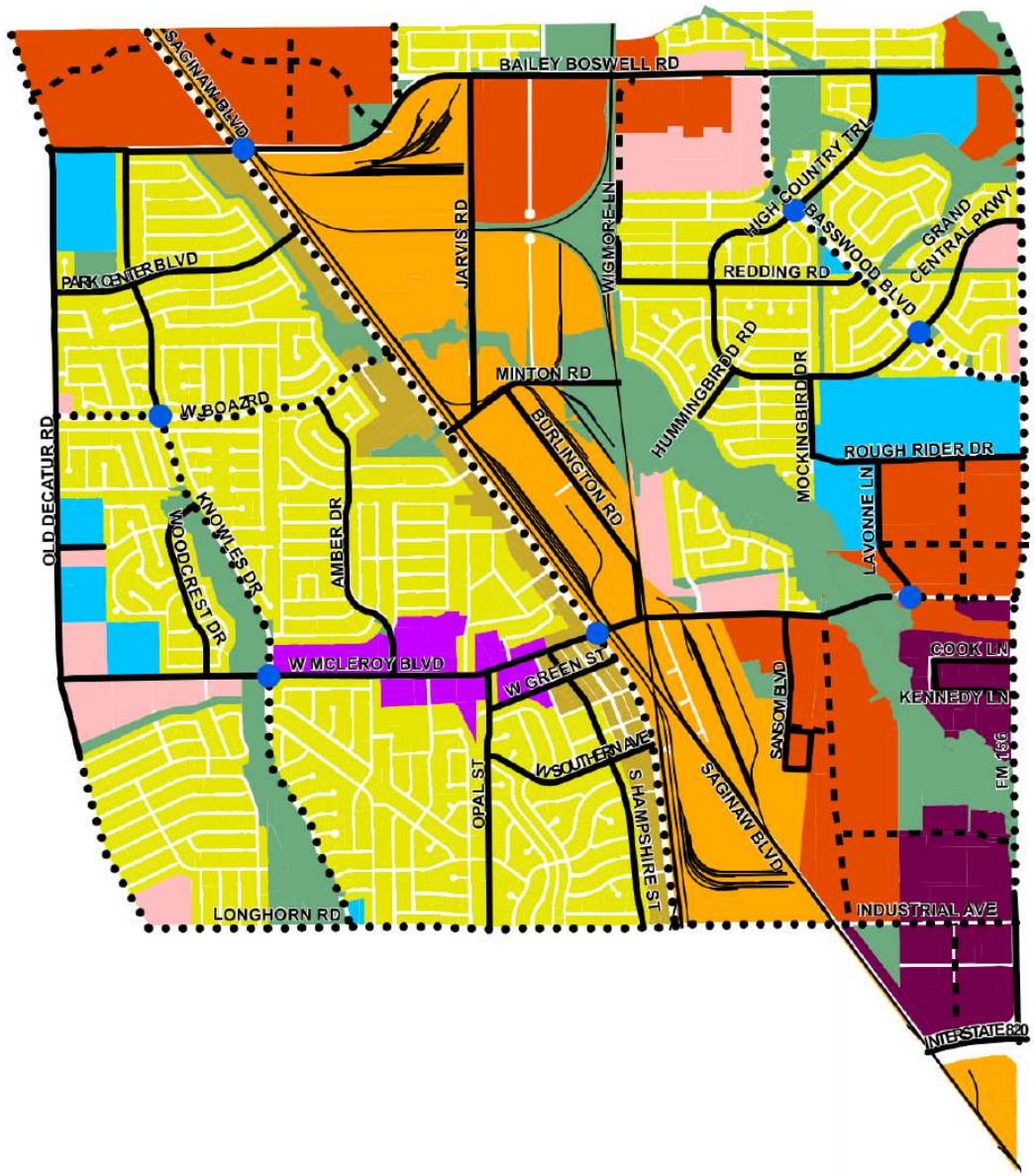
NEIGHBORHOOD MIXED-USE



LOW INTENSITY & RESIDENT-SERVING

- Two-story maximum mixed-use development
- Sensitive transitions to adjacent residential uses as applicable
- Local commercial uses such as offices, coffee shops, bakeries, or boutiques

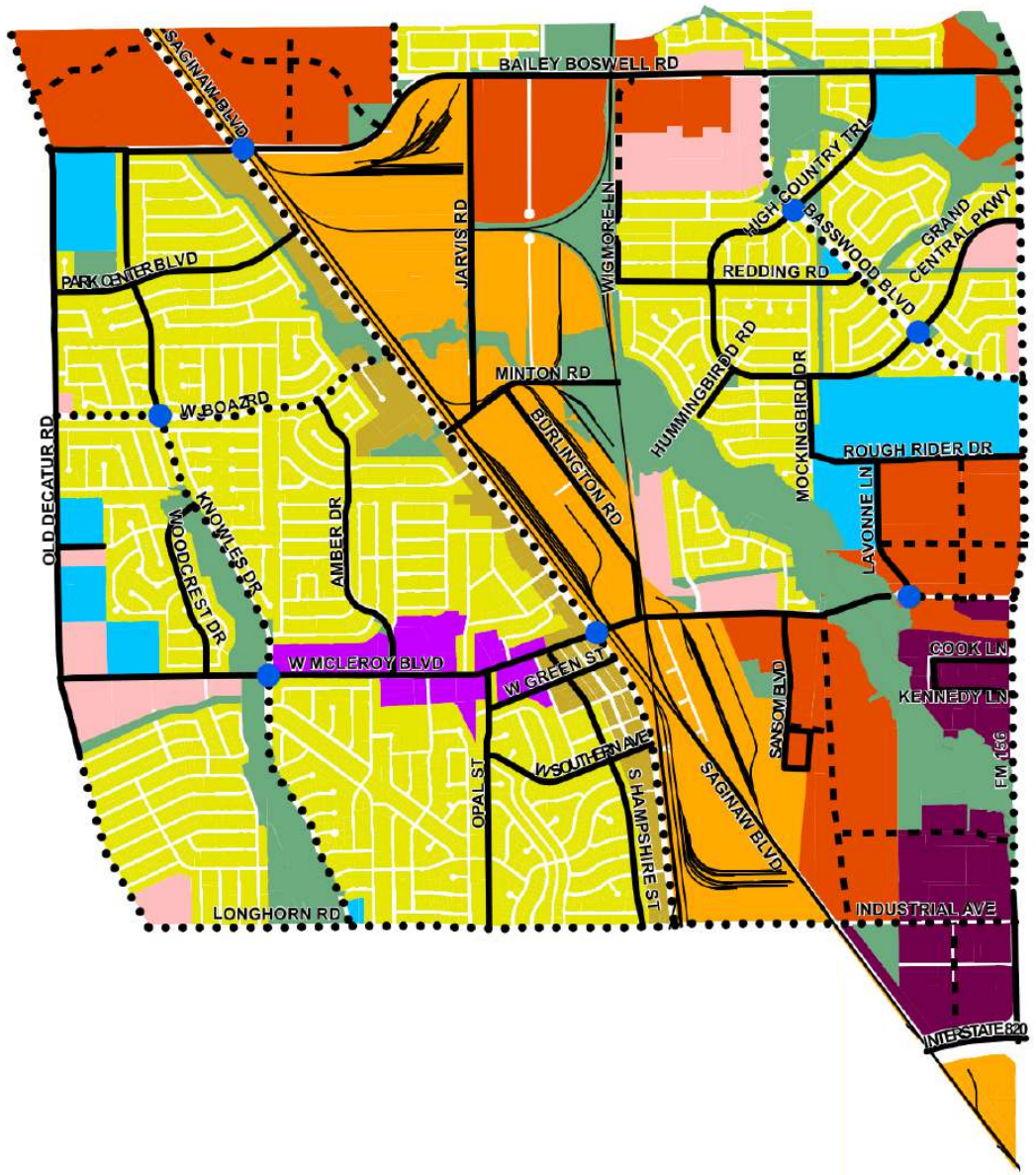
W MCLEROY BOULEVARD CORRIDOR



COMMUNITY DESTINATIONS & SERVICES

- Maximum two-story development
- Main street-type buildings with quaint lighting, landscaping, and walkability
- Mixed-use and destination-type low intensity development

SAGINAW BOULEVARD CORRIDOR



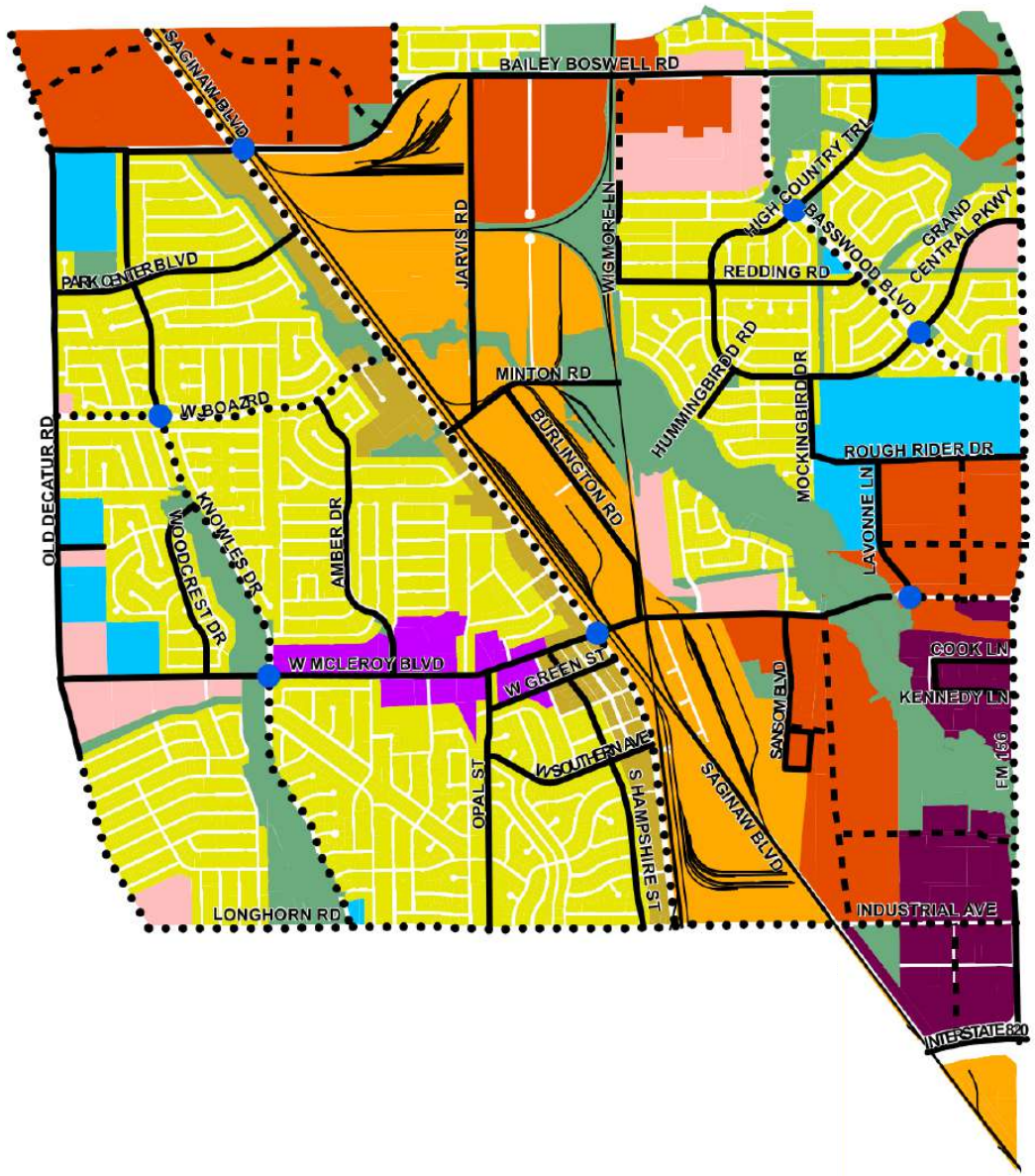
MAIN STREET DEVELOPMENT

- Multi-story, mixed-use development as tall as four stories
- Sensitive transitions to adjacent residential uses where applicable
- Modern industrial architecture with colorful murals and public art to showcase character


S SAGINAW
N Saginaw Blvd


S SAGINAW

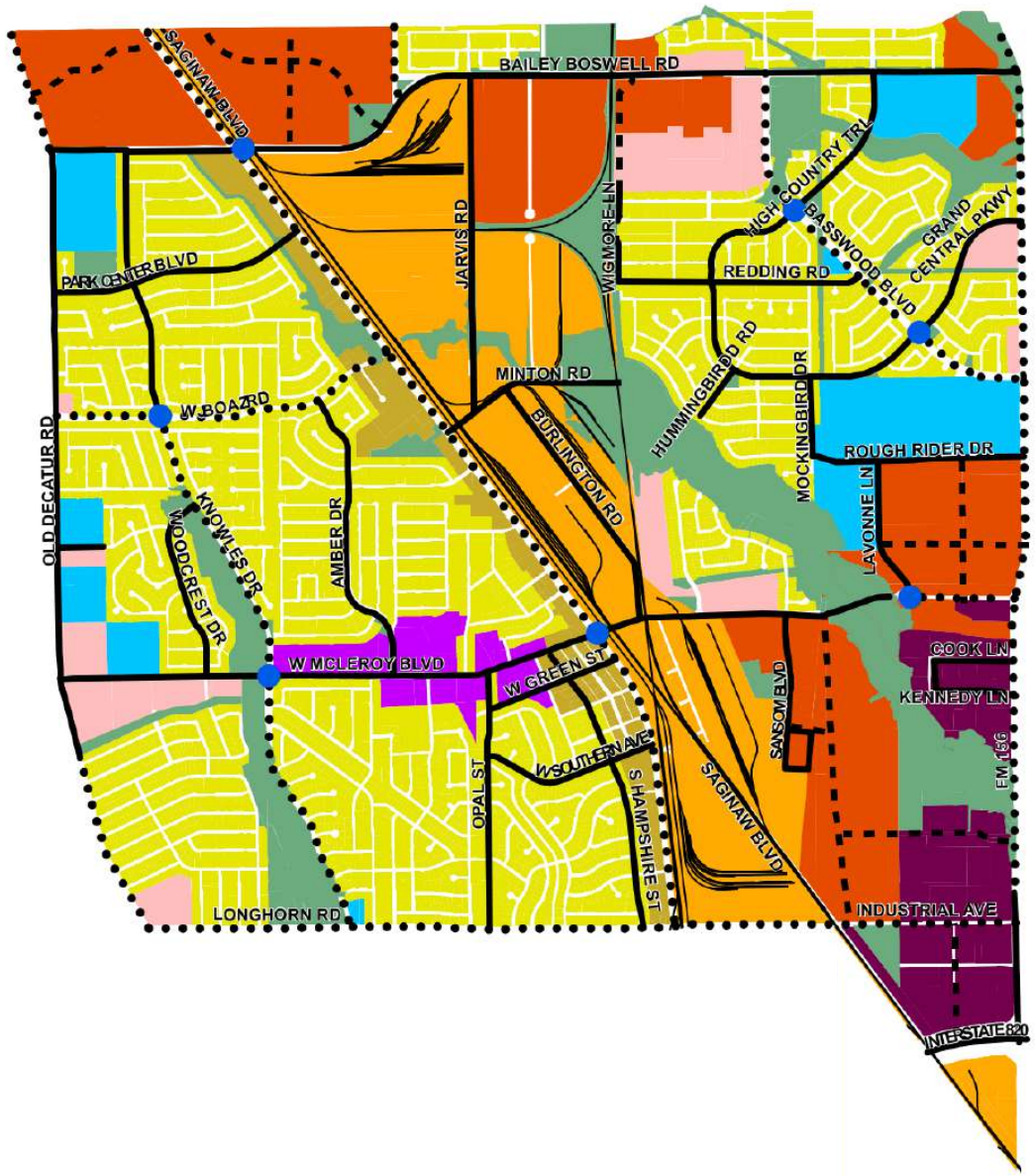
EASTERN GATEWAY



BUSINESS PARKS & REDEVELOP-MENT

- Up to five stories tall
- Branded Saginaw gateway signage welcoming visitors
- Clean industrial, office, or commercial-type uses with potential residential in redevelopment

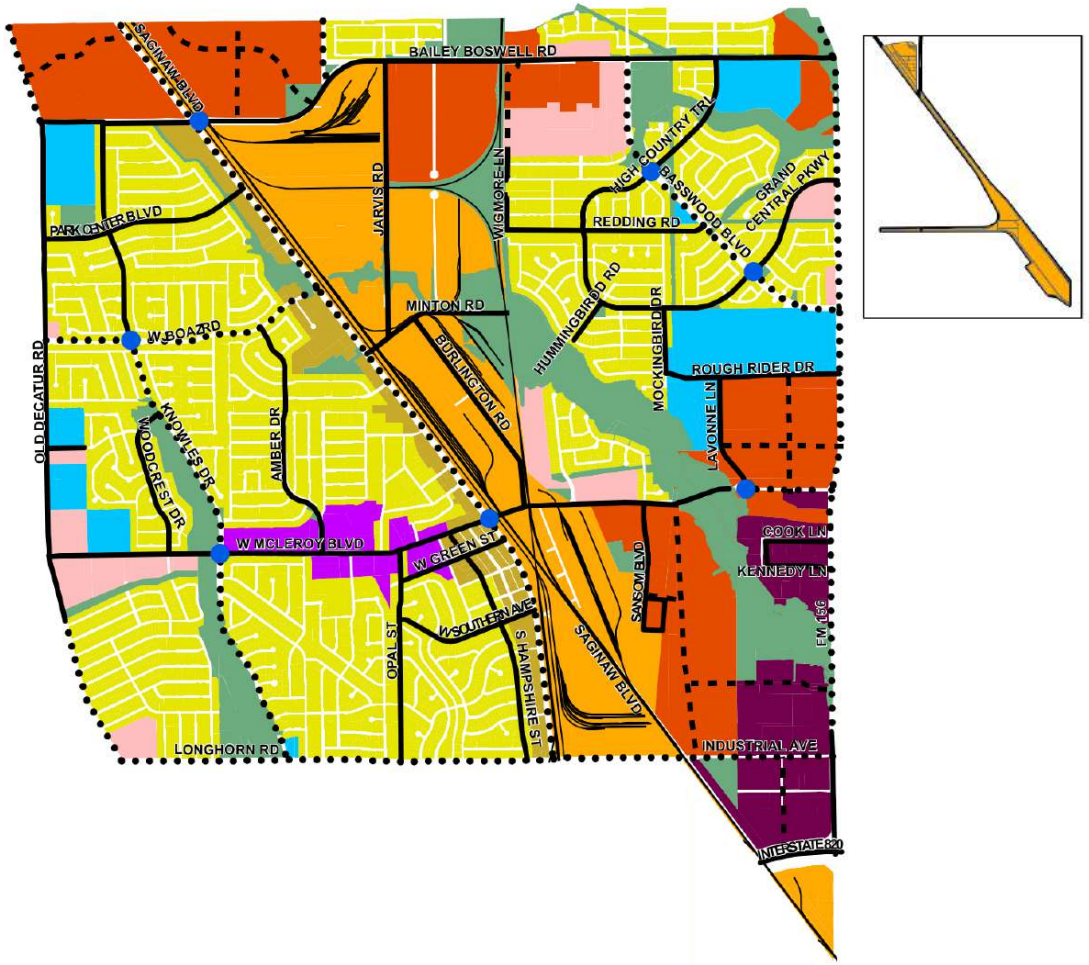
COMMUNITY MIXED-USE



COMMUNITY ATTRACTORS

- Mixed-use destination development with a maximum of four stories
- Modern industrial style
- Family-friendly amenities and services
- Connected with and to trail system and bike facilities

RAILROAD-ORIENTED MIXED-USE





DEVELOPMENT CAPITALIZING ON THE RAILROAD

- Development can be up to four stories tall
- Modern spin on existing architecture to blend in with the grain mills
- Clean industrial, commercial, and entertainment-type uses

ACTION PLAN SAMPLING

LAND USE & DESIGN

Update zoning and subdivision codes to coincide with Comprehensive Plan

Develop design standards for beautification and development within the Saginaw Boulevard Corridor through a detailed Corridor Plan

Explore options with the Post Office property owner regarding improvements to the Saginaw Post Office

Develop design standards for beautification and development within the W McLeroy Corridor through a detailed Corridor Plan

Evaluate opportunities on and near the Saginaw Train Depot property for a train watching platform and heritage tourism

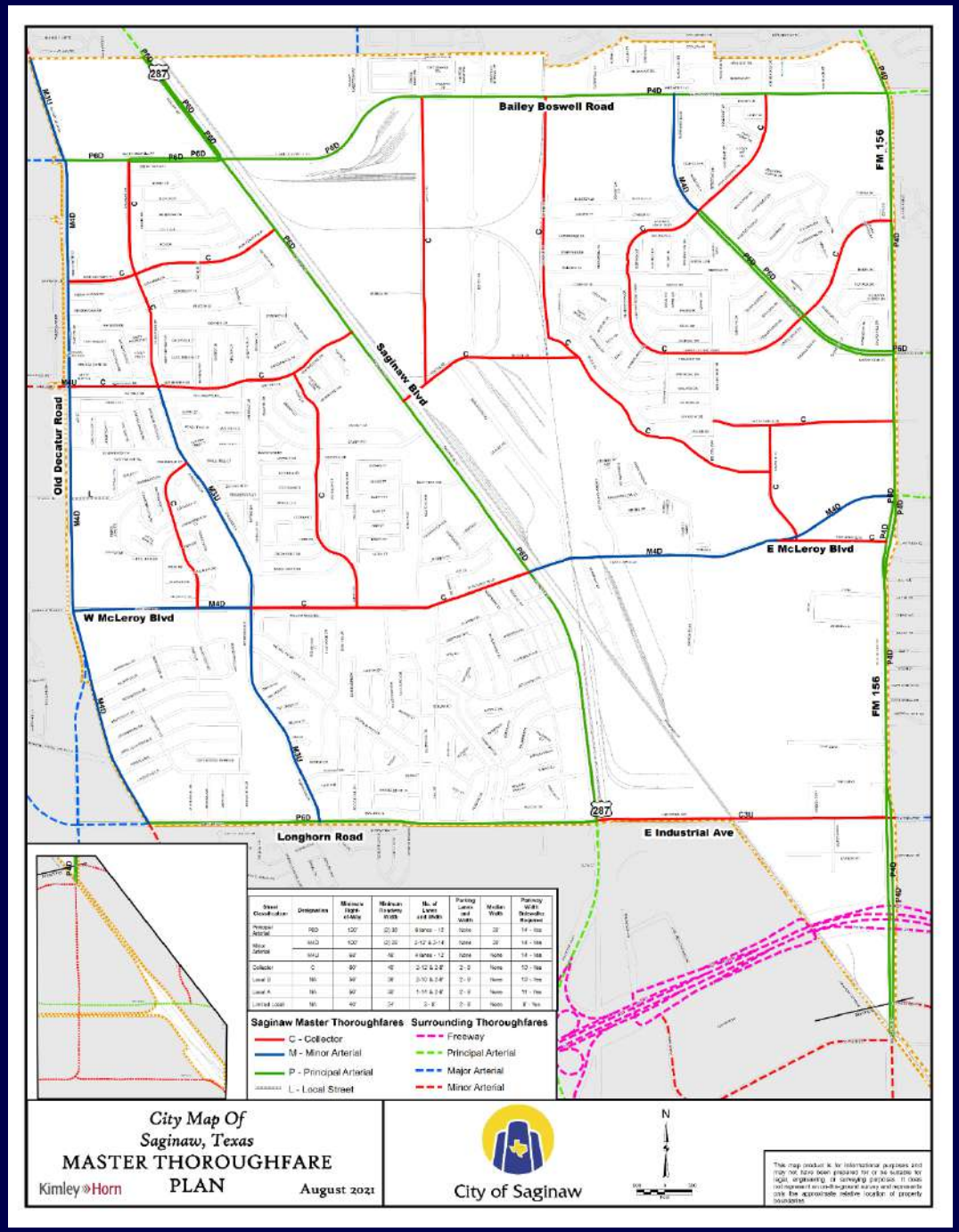
Develop and maintain a destinations map with associated walking and biking connections



SAGINAW COMPREHENSIVE PLAN

MOBILITY & CONNECTIVITY

Draft Concepts & Highlights



EXISTING MASTER THOROUGHFARE PLAN



Mobility Jars of the Future

- Top Result: Recreation
  "Provide fun and engaging mobility opportunities for enjoyment, sightseeing, and/or fitness"
- Sampling of Desired Improvements:
  - Diversity of trails connecting across the city
  - Alleviation of traffic relating to major roads and barriers
  - Roads that encourage local economic development

Top 3 Results

68 (28%) RECREATION

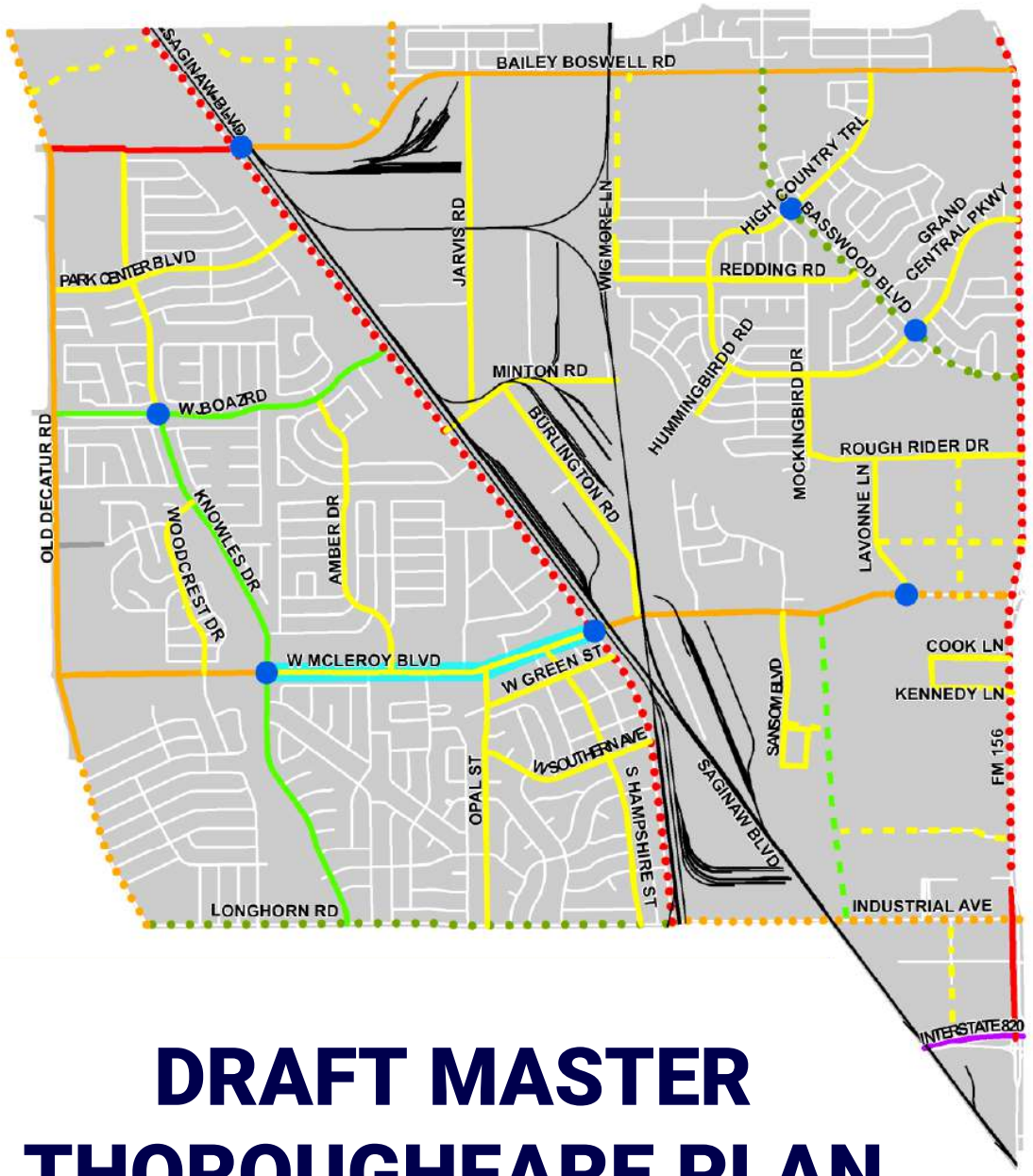


46 (19%) COMMUTER DELAY



31 (13%) ECONOMIC PROSPERITY

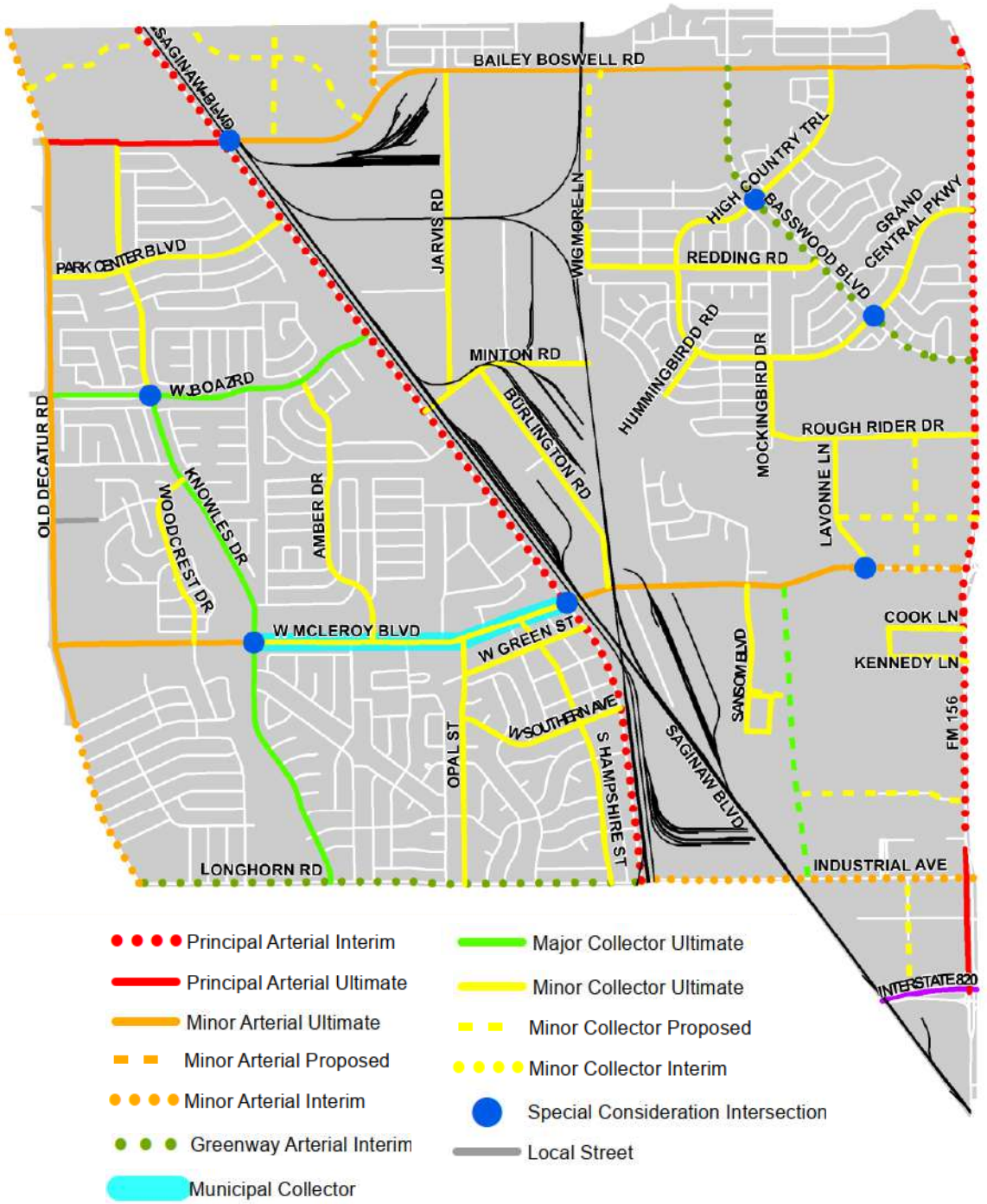




DRAFT MASTER THOROUGHFARE PLAN

- Principal Arterial Interim
- Principal Arterial Ultimate
- Minor Arterial Ultimate
- Minor Arterial Proposed
- Minor Arterial Interim
- Greenway Arterial Interim
- Municipal Collector
- Major Collector Ultimate
- Minor Collector Ultimate
- Minor Collector Proposed
- Minor Collector Interim
- Special Consideration Intersection
- Local Street

Functional Classification	Lanes	ROW Widths
Highway	8 lanes, divided	500’ – 520’
Principal Arterial	6 lanes, divided	120’
Minor Arterial	4 lanes, divided	100’
Greenway Arterial	4 lanes, divided with separated	120’
Municipal Collector	2 travel lanes*	61’-81’
Major Collector	4 lanes, undivided	68’
Minor Collector	2 lanes, undivided with 8’ shoulders	60’



CHANGE HIGHLIGHTS

- Special Consideration Intersections
  - Willow Park Roundabout
  - Bailey Boswell Overpass
- Beltmill, The Square
- McLeroy to Municipal Collector
- Basswood and Longhorn to Greenway Arterials
- New connections between McLeroy and Industrial, east of the rail

ACTION PLAN SAMPLING

MOBILITY & CONNECTIVITY

Connect trail network through prioritized trail segments contained within the Parks and Recreation Master Plan

Continue to discuss solutions for signal timing issues on Saginaw Boulevard, Blue Mound Road, and Basswood Boulevard with TxDOT until resolution

Conduct individual intersection analyses for design options on all Special Consideration Intersections by 2025

Conduct a feasibility study for a grade-separated crossing at the intersection of W McLeroy Boulevard and the Railroads. If it turns out to not be feasible, explore other design solutions.

Revise zoning standards to require new development on Saginaw Boulevard to be constructed near the ROW line and require parking to the back of new buildings

Update the Capital Improvements Plan (CIP) by 2023



SAGINAW COMPREHENSIVE PLAN

UTILITIES, RESOURCES, & ENERGY

Draft Concepts & Highlights

ACTION PLAN SAMPLING

UTILITIES, RESOURCES, & ENERGY

Map all stormwater infrastructure in Saginaw

By 2023, coordinate or provide residential and commercial recycling services

Develop and adopt creative drainage and stormwater filtration standards for infill improvements

Explore costs and logistics associated with burying overhead utility lines, especially along Saginaw Boulevard

Partner with NCTCOG, Google, and others to provide a list of energy improvement options for Saginaw residents and businesses

Incorporate rehabilitation of roads, water infrastructure, and sanitary sewer infrastructure in older areas into the Capital Improvements Program



SAGINAW COMPREHENSIVE PLAN

CITY SERVICES & FACILITIES

Draft Concepts & Highlights

ACTION PLAN SAMPLING

CITY SERVICES & FACILITIES (INCL. PARKS & RECREATION)

By 2025, create and allocate staff to a Saginaw Parks and Recreation Department

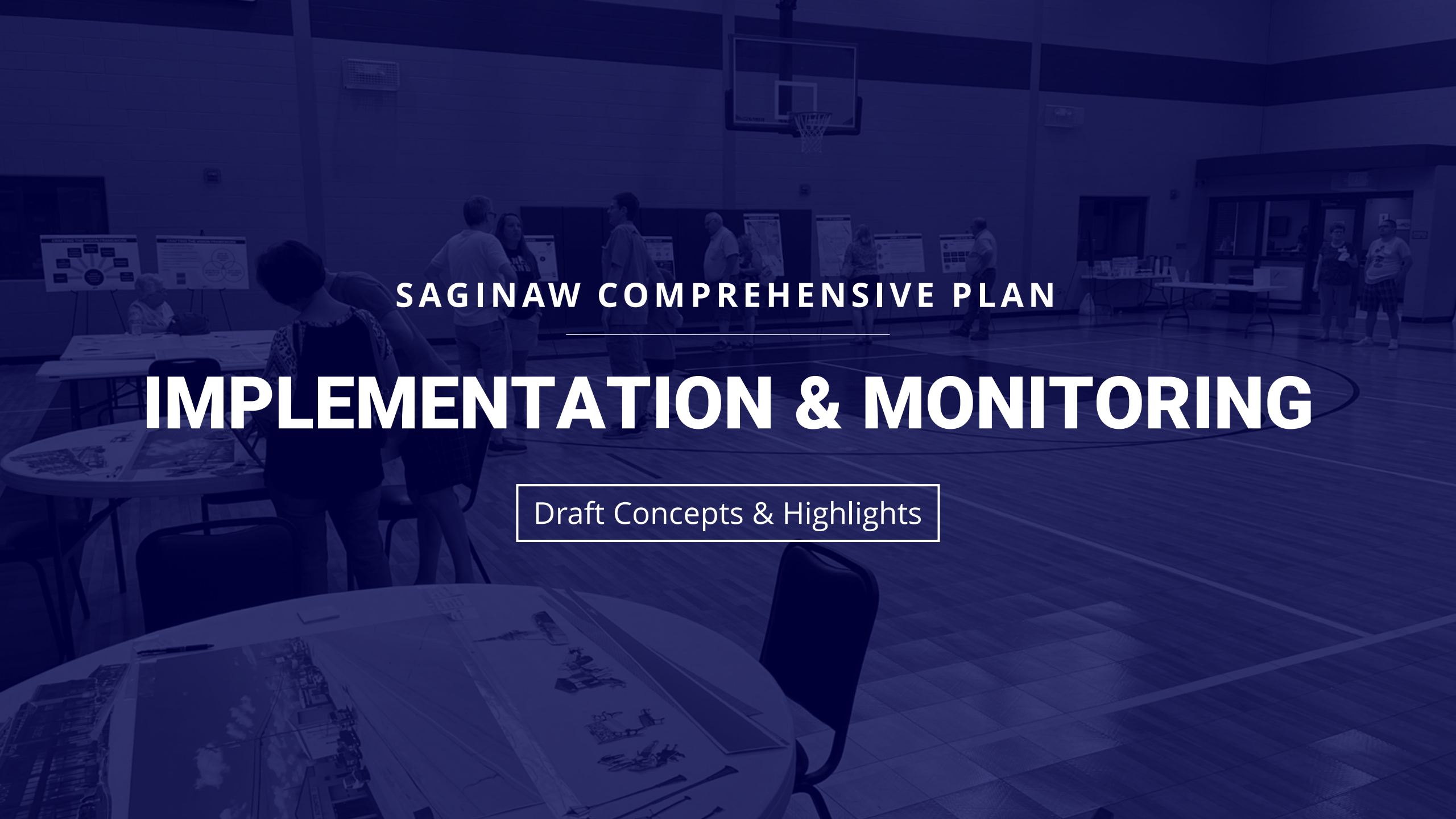
Hire a City Events Coordinator (to be within the new Parks and Recreation Department)

By 2025, design and install a public splashpad in an area east of Saginaw Boulevard

Organize and accomplish one annual city-wide beautification event

Initiate conversations about location and design of both a new Public Works and a new Animal Services building

Create a Park Master Plan for Little Fossil Creek Park



SAGINAW COMPREHENSIVE PLAN

IMPLEMENTATION & MONITORING

Draft Concepts & Highlights

KEY ELEMENTS

IMPLEMENTATION & MONITORING

Key Partners

Administration

Financing & Policies

Updates & Amendments

Prioritization

Measuring Success



NEXT STEPS

- Community Forum 3
  - Live Zoom Townhall
  - October 26 from 6:30 – 8PM
- Submit Draft Plan to Staff
- Public Review of Draft Plan
- Public Hearing with P&Z
- Public Hearing Adoption Meeting with City Council
  - December 2021/January 2022

City of Saginaw

Meeting Date: 10/19/2021

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 for a Request to Amend a Portion of The Planned Development for The Square, That Was Approved By City Council on April 16, 2019, Combining Tracts 2 and 5 to Tract 2A Planned Development (MF2) (Property is located North and West of Walmart; West of N. Saginaw Blvd.; and East of Old Decatur Road) (Ordinance No. 2021-23)

BACKGROUND/DISCUSSION:
On April 16, 2019, City Council approved a Planned Development for The Square located in north Saginaw between Bus. 287 and Old Decatur Road. The applicant is requesting an amendment to the PD combining Tracts 2 and 5 to Tract 2A Planned Development (MF2).

The Development Standards for the proposed amendment are substantially the same as the current PD Standards except for Section B, Paragraphs 5 and 6 that read as follows:

> 5. Maximum Density: Maximum density is 261 units. Tract 2A shall be considered one lot for the purposes of maximum density calculations. Residential units may be dispersed anywhere within Tract 2A regardless of how the property is platted as one or more separate lots so long as the total density within Tract 2A does not exceed 261 units.

Multifamily Density (Based on Preliminary Survey + Plat			
lot	DU/Acre	Acres	Units
3	24	1.33	31.92
4/5	24	9.57	229.68
Total	24	10.9	261.6

Proposed Multifamily Density			
lot	DU/Acre	Acres	Units
3	0	1.33	0

4/5	27	9.57	261
Total	24	10.9	261

6. Minimum Lot Area: Minimum lot area is 1,800 square feet per dwelling unit, and shall be calculated based on the entire land area of Tract 2A. Tract 2A shall be considered one lot for purposes of minimum lot area calculations regardless of how the property is platted as one or more lots.

The table shows the net effect of the calculation resulting in an effective density of 27 DU/Acre on Lots 4 and 5 of Tract 2A. The density is mitigated by preserving Lot 3 as Open Space.

The Planning and Zoning Commission considered the request at its October 12, 2021 meeting and unanimously recommended approval of the Planned Development.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
It is recommended that the City Council adopt ordinance 2021-23 approving the Amendment to the PD for The Square combining Tracts 2 and 5 to Tract 2A Planned Development (MF2) as described.

ATTACHMENTS:

Description

P&Z Packet 10-12-21
P&Z Minutes 10-12-21
Ordinance 2021-23
Exhibit "A" Legal Description
Exhibit "B" Development Standards
Exhibit "C" Development Plan page 1 of 2

City of Saginaw

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

MEETING DATE: October 12, 2021

TO: Chairman and Members of the Planning and Zoning Commission

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

SUBJECT: Planned Development – The Square

Applicant: David Eitches
Engineer: Kimley-Horn and Associates
Existing Zoning: PD (CC, MF2, OS)
Proposed Zoning: PD (MF2)

Background

On April 16, 2019, City Council approved a Planned Development for The Square located in north Saginaw between Bus. 287 and Old Decatur Road. The applicant is requesting an amendment to the PD combining Tracts 2 and 5 to Tract 2A Planned Development (MF2).

The Development Standards for the proposed amendment are substantially the same as the current PD Standards except for Section B, Paragraphs 5 and 6 that read as follows:

5. Maximum Density: Maximum density is 261 units. Tract 2A shall be considered one lot for the purposes of maximum density calculations. Residential units may be dispersed anywhere within Tract 2A regardless of how the property is platted as one or more separate lots so long as the total density within Tract 2A does not exceed 261 units. The chart below illustrates that the maximum density of 261 units on Tract 2A is equivalent to 24 units per acre based upon the acreage of the lots that make-up Tract 2A.

Proposed Multifamily Density			
lot	DU/Acre	Acres	Units
3	0	1.33	0
4/5	27	9.57	261
Total	24	10.9	261

6. Minimum Lot Area: Minimum lot area is 1,800 square feet per dwelling unit, and shall be calculated based on the entire land area of Tract 2A. Tract 2A shall be considered one lot for purposes of minimum lot area calculations regardless of how the property is platted as one or more lots.

The table shows the net effect of the calculation resulting in an effective density of 27 DU/Acre on Lots 4 and 5 of Tract 2A; however, the overall density (24 DU/acre) allowed to be developed under the existing zoning remains the same. The density on Lots 4 and 5 is mitigated by preserving Lot 3 as Open Space.

Multifamily Density (Based on Preliminary Survey + Plat)			
lot	DU/Acre	Acres	Units
3	24	1.33	31.92
4/5	24	9.57	229.68
Total	24	10.9	261.6

Proposed Multifamily Density			
lot	DU/Acre	Acres	Units
3	0	1.33	0
4/5	27	9.57	261
Total	24	10.9	261

If you have any questions, please let me know.

LEGAL DESCRIPTION

BEING a tract of land situated in the Benjamin Thomas Survey, Abstract No.1497, City of Fort Worth, Tarrant County, Texas, and being part of a called 15.0736 acre tract of a tract of land described in Special Warranty Deed with Vendor's Lien to AM & JK Development LLC recorded in Instrument No. D217258083 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Old Decatur Road (a variable width right-of-way), and being the northwest corner of said 15.0736 acre tract;

THENCE departing the said northeast right-of-way line of Old Decatur Road, North 89°23'14" East, along the north line of said 15.0736 acre tract, a distance of 293.94 feet to a point for corner;

THENCE departing the said north line of the 15.0736 acre tract, South 18°19'35" East, a distance of 280.41 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 12°53'38", a radius of 768.17 feet, a chord bearing and distance of South 65°11'45" West, 172.51 feet;

THENCE in a southwesterly direction, with said curve to the right, an arc distance of 172.87 feet to a point for corner;

THENCE South 71°40'25" West, a distance of 108.60 feet to a point for corner in the said northeast right-of-way line of Old Decatur Road;

THENCE North 18°19'35" West, along the said northeast right-of-way line of Old Decatur Road, a distance of 389.30 feet to the **POINT OF BEGINNING** and containing 2.1895 acres or 95,375 square feet of land, more or less.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or established interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LEGAL DESCRIPTION

BEING a tract of land situated in the Benjamin Thomas Survey, Abstract No.1497, City of Fort Worth, Tarrant County, Texas, and being part of a called 15.0736 acre tract of a tract of land described in Special Warranty Deed with Vendor's Lien to AM & JK Development LLC recorded in Instrument No. D217258083 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a point in the north line of said 15.0736 acre tract; from said point the northwest corner of said 15.0736 acre tract, and being a point in the northeast right-of-way line of Old Decatur Road (a variable width right-of-way) bears South 89°23'14" West, a distance of 293.94 feet;

THENCE North 89°23'14" East, along the said north line of the 15.0736 acre tract, a distance of 772.08 feet to a point for corner;

THENCE continuing along the said north line of the 15.0736 acre tract, North 89°38'24" East, a distance of 176.06 feet to a point for the northeast corner;

THENCE South 0°35'54" East, along the east line of said 15.0736 acre tract, a distance of 570.30 feet to a point for the southeast corner of said 15.0736 acre tract;

THENCE South 89°26'49" West, along the south line of said 15.0736 acre tract, a distance of 1059.88 feet to a point for corner in the said northeast right-of-way line of Old Decatur Road, and being the southwest corner of said 15.0736 acre tract;

THENCE North 18°19'35" West, along the said northeast right-of-way line of Old Decatur Road, a distance of 209.04 feet to a point for corner;

THENCE departing the said northeast right-of-way line of Old Decatur Road, North 71°40'25" East, a distance of 108.60 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 12°53'38", a radius of 768.17 feet, a chord bearing and distance of North 65°11'45" East, 172.51 feet;

THENCE in a northeasterly direction, with said curve to the left, an arc distance of 172.87 feet to a point for corner;

THENCE North 18°19'35" West, a distance of 280.41 feet to the **POINT OF BEGINNING** and containing 12.8826 acres or 561,168 square feet of land, more or less.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or established interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Tract 2A – LAND USE AND DEVELOPMENT STANDARDS TRACT 2A
Multi-Family MF-2

A. Permitted Uses, Property Maintenance, and Infrastructure

1. Tract 2A shall allow all uses permitted within the MF-2 District

2. A property management entity shall be established and designed for the maintenance of all associated landscape and amenities, common landscaping and irrigation, building structures, internal access drives, and other similar common areas within Tract 2A.

B. Regulations

1. Development of Tract 2A shall comply with the use and development standards for the MF-2 (Multi-family) District, as existing on the effective date of this PD ordinance, with the exceptions and additions contained in this PD ordinance.

2. Front Building Setback:

   a) Front Building Setback along interior roadway (Saginaw Square Boulevard) shall be reduced to fifteen feet (15'). Private yard fencing, where installed, may encroach seven and one-half feet (7.5') into the fifteen-foot (15') setback.

3. Minimum distance between buildings: Minimum distance between buildings shall be twenty feet (20').

4. Maximum Lot Coverage: Maximum Lot Coverage shall be 80% (calculated for all land area with the entire zoning area (i.e., entire land area of Tract 2A) including buffers, detention, landscaping, accent hardscape, and future right-of-way).

5. Maximum Density: Maximum density is 261 units. Tract 2A shall be considered one lot for purposes of maximum density calculations. Residential units may be dispersed anywhere within Tract 2A regardless of how the property is platted as one or more separate lots so long as the total density within Tract 2A does not exceed 261 units. The chart below illustrates that the maximum density of 261 units on Tract 2A is equivalent to 24 units per acre based upon the acreage of the lots that make-up Tract 2A.

Proposed Multifamily Density			
Lot	DU/Acre	Acres	Units
3	0	1.33	0.00
Lot 4/5	27	9.57	261.00
Total	**24**	**10.9**	**261.00**

6. Minimum Lot Area: Minimum lot area is 1,800 square feet per dwelling unit, and shall be calculated based on the entire land area of Tract 2A. Tract 2A shall be considered one lot for purposes of minimum lot area calculations regardless of how the property is platted as one or more lots.

7. The area labeled as open space/ drainage (proposed) on sheet 2 of Exhibit "C" shall be reserved for open space, drainage and detention (if needed).

C. Landscaping

1. Buffer. An average ten foot (10') wide landscaped buffer shall be required adjacent to Saginaw Square Boulevard Right-of-Way.

D. Signage. Uses on Tract 2A may have signage on one or both of the multi-tenant signs at US-287 and Old Decatur Road.

E. Planned Development Site Plan Required. A Planned Development Site Plan for Tract 2A shall be reviewed and approved prior to the issuance of a building permit.

1. Development shall occur in substantial accordance with the approved Exhibit "C". Site plan submittals that are deemed to require a variance to the regulations and provisions contained herein shall require review and approval by the Planning and Zoning Commission and City Council.

2. Completed Site Plan submittals that are deemed to be in substantial conformance with the regulations and provisions contained herein shall be administratively approved by the city staff.

EXHIBIT "C" – Development Plan

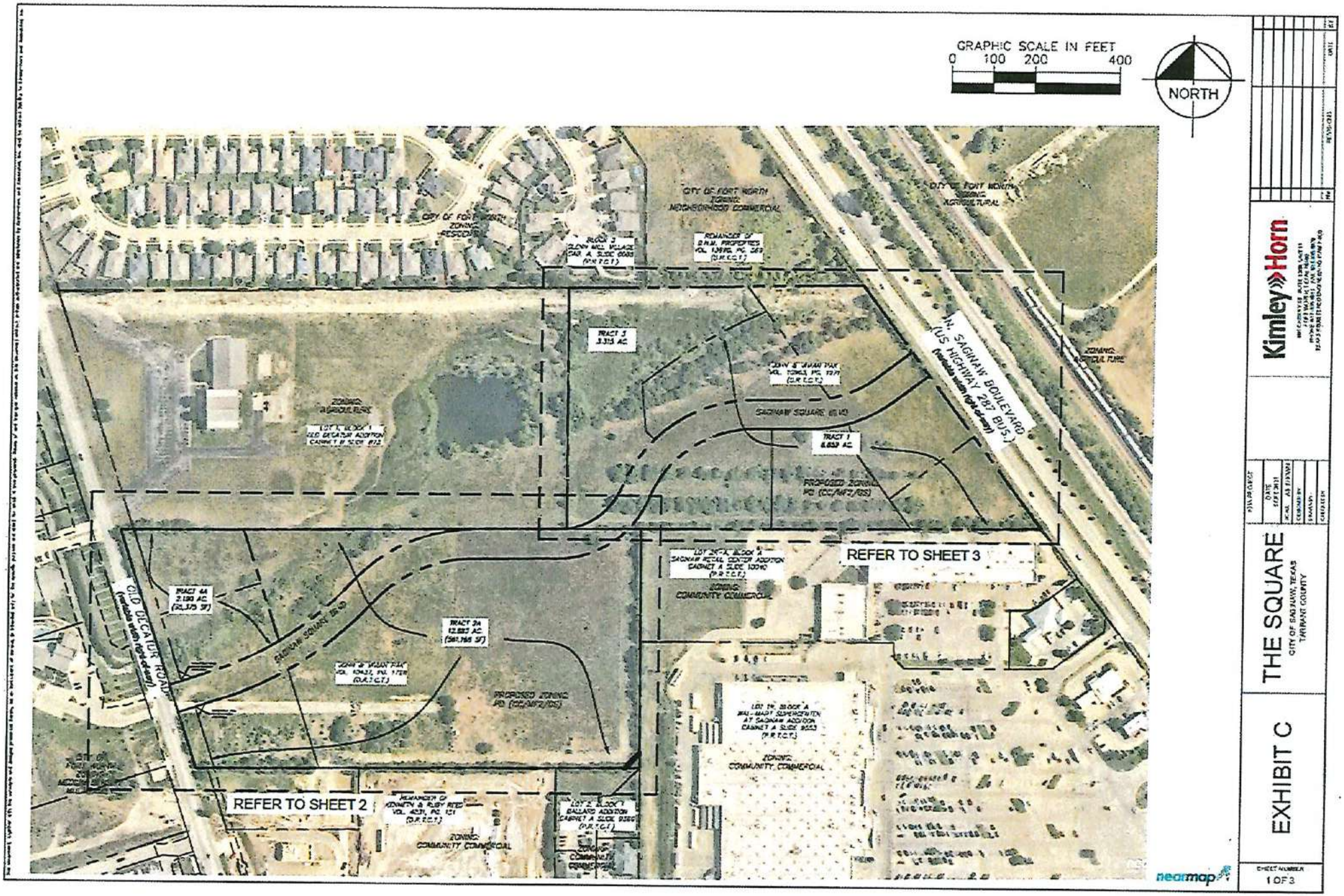


EXHIBIT C

THE SQUARE

CITY OF SAGINAW, TEXAS
TARRANT COUNTY

SHEET NUMBER
2 OF 3

Kimley»Horn

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

SAGINAW SQUARE BLVD

MULTI FAMILY

RETAIL/ REST.

RETAIL/ REST.

OLD DECATUR RD

nearmap

Department of Defense's Innovative Readiness Training Program. The assistance will include horizontal foundational work including dirt work, road/bridge building, roof and sewer/sanitation repair on several cabins and buildings, clearing of overgrowth/trees, and other project to support camp. The proposed assistance will take place at 6200 Sand Springs Road, Fort Worth, Texas 76114. Construction contractors, labor unions, or private individuals who have questions or wish to voice opposition to military assistance for this project may contact Holly Martin at 817.738.9241 or via email at hmartin@ymcafw.org no later than 30 days after publication of this notice. Persons not filing comments within the time frame noted will be considered to have waived their objections to military assistance for this project.

IPL0041829
Sep 22,29 2021

INVITATION TO BID
MANSFIELD BURN TOWER FOUNDATION AND SKILLS PAD
CITY OF MANSFIELD
BID NUMBER – 2021-41-01-04

The City of Mansfield, Texas (Owner) will accept sealed bids for the **Mansfield Burn Tower Foundation and Skills Pad,** in accordance with the plans and specifications as prepared by Komatsu Architecture, Fort Worth, Texas.

The Owner will receive sealed bids at determine that a complete set of documents, as defined in the Instructions to Bidders are received. This web site will be updated with addenda, plan holders list, bid tabulations, additional reports, or other information relevant to bidding the Project. **A Pre-Bid Conference will be held on October 7, 2021 at 10AM** in the City of Mansfield City Hall Multi-Purpose Room.

A Cashier's Check or an acceptable Bidder's Bond, payable to the City of Mansfield, Texas, in the amount of not less than five percent (5%) of the bid amount, as well as a completed Conflict of Interest Questionnaire as required by state law, as well at the documents described in the Bid Submittal Checklist must accompany the bid.

The successful bidder will be required to provide performance, payment, and maintenance bonds and insurance as detailed in the Contract Documents.

Bid Proposal must be submitted on the forms bound within the bidding documents. No bid may be withdrawn until the expiration of forty five days (45) days from the date bids are opened. The right to accept any bid, or to reject any or all bids and to waive any or all informalities is hereby reserved by the Owner.

Questions regarding this invitation to bid should be directed to Wade McLaurin, Director of Building Services, 817/276-4222 or wade.mclaurin@mansfieldtexas.gov

IPL0041892
Sep 22,29 2021

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR PROPOSALS

Sealed bids will be received at 300 W. Main Street, Grand Prairie, Texas, and via www.PublicPurchase.com until October 12, 2021 at 2:00 PM, and publicly opened and read at that time for the purchase of the following:

RFP # 21172 – COBRA Administration and Retiree Billing

Further information and specifications may be obtained at www.PublicPurchase.com, www.gptx.org, or from the Purchasing division at (972) 237-8269.

tary Sewer
RECEIPT OF BIDS
Online via https://burlesontx.bonfirehub.com
Until 10:00 A.M. Central Time, October 11, 2021
GENERAL DESCRIPTION OF WORK
The major work will consist of the installation of approximately 7500 LF of 15" to 24" sanitary sewer line, including trench blocks, 16 manholes, replacement of certain surface improvements, and repair of roadway where the sewer is being installed beneath pavement. Also included is an asphalt pavement overlay of the entire roadway width in County Road 914 and 1021 in the upstream area of the proposed sewer main. The sewer installation continues downstream from County Road 1021 in an easterly direction through various private properties crossing Burlington Northern Santa Fe Railroad and Mockingbird Lane. All scope of work shall be bid and installed complete and in place as outlined within the Contract Documents and Specifications.
DOCUMENT EXAMINATION AND PROCUREMENTS
Specifications and Contract Documents for this project shall be available for viewing and download in electronic (PDF) format at The City of Burleson, TX (bonfirehub.com) at no cost beginning September 23, 2021.
Bidders are responsible for obtaining all addenda to the contract documents prior to the receipt time, and acknowledging them at the time of receipt. Information regarding the status

BIDS AND PROPOSALS

Eagle Mountain-Saginaw ISD will accept proposals for a Reefer Truck. Proposals will be accepted electronically through our eBidding system until October 19, 2021, prior to 2:00 p.m. CST. The contract will be awarded to the highest scoring responsive proposers according to the evaluation criteria established on Texas Education Code Section 44.031(b). Payment will be made as delivered over the life of the contract. The RFCSP documents are posted on our website: www.emsisd.com / Departments / Purchasing / Bid Opportunities, or you may call 817-847-2957 for assistance. Vendors must be registered in the EM-S ISD Purchasing online vendor registration system to view and provide a response.

IPL0042476
Sep 24,29 2021

City of Saginaw Public Notice

A Public Hearing for the purpose of consideration and action concerning a Collector Roadway to be removed from the Master Thoroughfare Plan will be conducted by the Planning and Zoning Commission at 6:00 p.m. on October 12, 2021, and by the Saginaw City Council at 6:00 p.m. on October 19, 2021 (contingent upon the receipt of a report from the Planning and Zoning Commission). The collector is located parallel to and immediately east of the Burlington Northern Santa Fe railroad tracks from Bailey-Boswell Road to E. McLeroy Boulevard. Both meetings will take place in the Council Chambers at Saginaw City Hall located at 333 West McLeroy Boulevard.
Please direct any questions regarding this matter to Rick Trice, Director of Public Works, 817-230-0449.

IPL0042816
Sep 29 2021

NOTICE TO BIDDERS

Sealed bids received by the City of Arlington at the Office of the Purchasing Manager, 101 S. Mesquite, Suite 800, Arlington, Texas, 76010 until 2:00 p.m. on the 21st of October 2021 for:

BID NUMBER: 22-0010

City of Southlake
Amy Shelley, TRMC
City Secretary
IPL0042836
Sep 29 2021

CITY OF SAGINAW
PUBLIC NOTICE

Public Hearings will be conducted by the Saginaw Planning and Zoning Commission at 6:00 p.m. on October October 12, 2021 to consider an amendment to the Planned Development on The Square located north and west of Walmart, east of Old Decatur Road Road, and west of Saginaw Boulevard combining Tracts 2 and 5 to Tract 2A Planned Development (MF2).
Public Hearings will be conducted by the Saginaw City Council at 6:00 p.m. on October 19, 2021 to consider the above mentioned request for a Planned Development and zoning change, contingent upon the receipt of a report from the Planning and Zoning Commission regarding the proposed development plan and zoning change.
Both meetings will be in the City Council Chambers, 333 West McLeroy Blvd., Saginaw, Texas.

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

Please direct any question regarding this matter to Rick Trice, P.E., Director of Public Works, 817-230-0500

IPL0042891
Sep 29 2021

NOTICE OF INTENTION TO ISSUE TOWN OF WESTOVER HILLS, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021

NOTICE IS HEREBY GIVEN that it is the intention of the Town Council of the Town of Westover Hills, Texas, to issue one or more series of the interest bearing certificates of obligation of the Town, in the aggregate principal amount not to exceed $1,000,000, for the purpose of paying contractual obligations to be incurred by the Town for: (i) constructing and improving streets, roads, and sidewalks, including related drainage and utility infrastructure for said projects, and acquiring land and interests in land and properties for said projects, and (ii) the costs and fees of professional services of attorneys, financial advisors and other professionals rendered in connection with such projects and the issuance of the certificates of obligation. The Town Council tentatively proposes to authorize the issuance of the certificates of obligation at a regular meeting of the Town Council to be held at 5:00 p.m. on November 16, 2021, in the Town of Westover Hills Town Hall, 5824 Merrymount Road, Fort Worth, Texas 76107, the regular meeting place of the Town Council. The certificates of obligation shall be payable from the levy of a direct and continuing ad valorem tax against all taxable property within the Town and from a limited pledge (not to exceed $1,000) of the surplus revenues derived from the operation of the Town's waterworks and sewer system. In the event that the Town Council will be unable to meet at Town Hall on the date set forth above, the Town will post on its website, https://www.westoverhills.us/, information for persons to attend the meeting by telephone, teleconference or other electronic means.

The Town currently has outstanding debt obligations secured by and payable from ad valorem taxes equal to $4,715,000 in principal amount and $5,258,024.79 in combined principal and interest required to pay such out-

ROOF LEAKS. Lawn Care, tree trim, handyman, fence work, haul-off. 817-500-2558

Misc. Service

HOME REPAIRS, Interior/exterior, no job to small. Free Est., License & Insured **817-566-4785**

HAULING
No job too small! Usually same day serv. Haul off, demo, clean out Free est. **817-566-4785**

ELECTRICAL & PLUMBING
Res. & Comm'l. Free Est. No job too large or too small. **817-566-4785**

Oak Firewood Seasoned $280/cord, $170/half delivered & stacked. Call 817-925-9606

PLUMBING
A to Z Military/Senior Disc All Repairs 24/7-FREE est.817-323-3418

Painting/Drywall Repair
paint:int/ext texture tape & bed carpentry25yrs ex free est 817602-5134

Exterior/Interior House Painting, Roofing Leaks and Repairs and Handyman work. Call 817-744-0629.

1 owner, 66k miles, 4 wheel drive, keyless entry, leather seats
817-239-7772 $32,900

Garage Sales

2 Neighborhood Yard Sale
3 days. Fri, Sat, Sun. Oct 1-3 •76179 Lake Country Dr•76179 Timber Oaks Dr. Housewares, furniture, tools, jewelry. holiday decor. clothes..

Diamond Oaks/Parker Oaks Neighborhood Garage Sale
October 2. 2021. 8am - 1pm

Merchandise

ORIGINAL FORT WORTH GUN SHOW
TEXAS' BIGGEST!
SAT. October 9, 9am-5pm
SUN. October 10, 10am-4pm
Will Rogers Center
3401 Burnett Tandy
817-732-1194
FWGunShow.com

Whirlpool Cabrio washer and dryer WHITE
10 years old. Washer needs tub bearings and seals. $200 firm! cash only! 8176267984.

Portable Hotsprings Spa cost $6000 sell $2000 Smooth Treadmill $600 or trade for pool table 817-448-8418

Misc.

Cowboys Tickets buy/sell
214-613-1113
We buy seat options
www.**CompleteTickets**.com

WE POWDER COAT
PATIO FURNITURE.
LONGHORN 817-759-2224

Vintage Waterford Crystal, Kildare pat-

City of Saginaw

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

October 6, 2021

NOTICE OF PUBLIC HEARINGS

THIS IS A REQUESTED CHANGE IN PROPERTY ZONING

Consideration of a request to Amend a portion of the Planned Development, The Square, that was approved by City Council on April 16, 2019, combining Tracts 2 and 5 to Tract 2A

Dear Property Owner:

The Planning and Zoning Commission of the City of Saginaw will hold Public Hearings on the 12th day of October, 2021 at 6:00 p.m. and the City Council of the City of Saginaw, Texas, will hold a Public Hearing on the 19th day of October, 2021 at 6:00 p.m. at the Saginaw City Hall, 333 West McLeroy Boulevard, Saginaw, Texas, for the purpose of considering a request from David Eitches with Alpine Start Development, 8140 Walnut Hill Lane, Suite 310 Dallas, Texas 75231 to change the amend the zoning on the above mentioned property.

These hearings are open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. A reply form is provided for your convenience. Another person may also represent you.

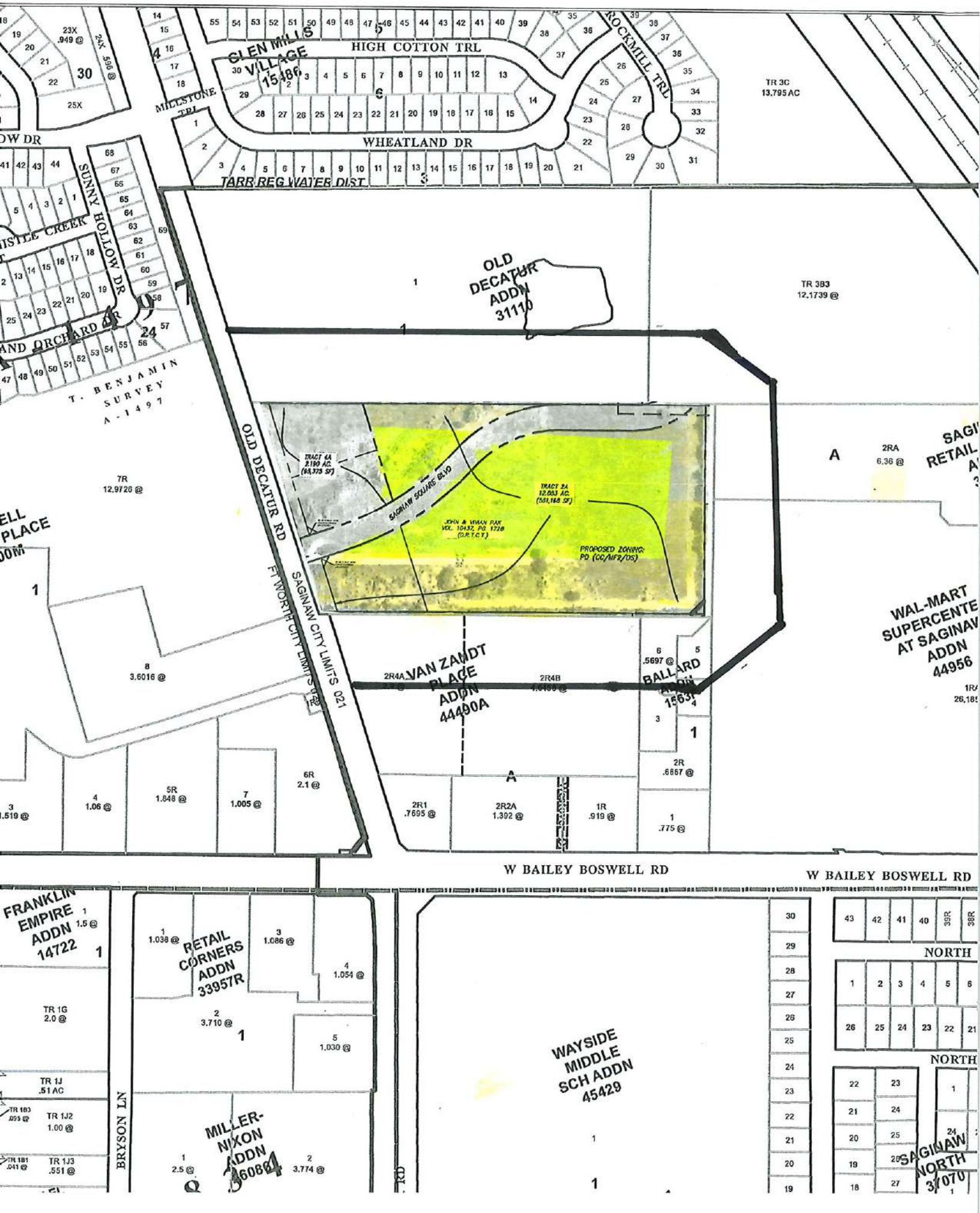
The enclosed map (yellow highlighted area) shows the area of request. The circle around the area is that within which property owners are required by law to be notified. Only that area which is highlighted is the property to be considered. Also included is a concept plan for this development.

If you have any questions, you may call me at 817-230-0441 or Rick Trice, Director of Public Works at 817-230-0449.

Sincerely,

Mary Ragle
Planning & Zoning Secretary

Enclosures: Map of requested property and reply form.


GLEN MILLS VILLAGE 15486
HIGH COTTON TRL
ROCKMILL TRL
MILLSTONE TRL
WHEATLAND DR
TARR REG WATER DIST
SUNNY HOLLOW DR
OLD DECATUR ADDN 31110
TR 3B3 12.1739 @
TR 3C 13.795 AC
T. BENJAMIN SURVEY A-1497
OLD DECATUR RD
FT WORTH CITY LIMITS 021
SAGINAW CITY LIMITS 021
TRACT 1A 2.190 AC. (95,375 SF)
SAGINAW SQUARE BLVD
TRACT 2A 12.883 AC. (561,168 SF)
JOHN & VIVIAN PAK VOL. 10437, PG. 1728 (O.R.T.C.T.)
PROPOSED ZONING: PD (CC/MF2/OS)
VAN ZANDT PLACE ADDN 44490A
WAL-MART SUPERCENTE AT SAGINAV ADDN 44956
BALLARD
W BAILEY BOSWELL RD
FRANKLIN EMPIRE ADDN 14722
RETAIL CORNERS ADDN 33957R
WAYSIDE MIDDLE SCH ADDN 45429
MILLER-NIXON ADDN 36084
BRYSON LN
NORTH
SAGINAW NORTH 37070

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Planning & Zoning Secretary, City of Saginaw, Texas, P. O. Drawer 79070, Saginaw, Texas 76179

If you have questions concerning the request, you may call 817-230-0441.

REPLY

Planning & Zoning Commission Meeting on 10/12/2021 and City Council Meeting on 10/19/2021 at 6 p.m. to consider a request for approval to amend a portion of the Planned Development, The Square, that was approved by City Council on April 16, 2019, combining Tracts 2 and 5 to Tract 2A

Name:_____

Address:_____

Phone Number:_____

( ) In Favor

( ) Opposed

Reasons and/or Comments

_____

_____

_____

_____

_____

_____

_____

_____

_____

Tract 2A – LAND USE AND DEVELOPMENT STANDARDS TRACT 2A
Multi-Family MF-2

A. Permitted Uses, Property Maintenance, and Infrastructure

1. Tract 2A shall allow all uses permitted within the MF-2 District

2. A property management entity shall be established and designed for the maintenance of all associated landscape and amenities, common landscaping and irrigation, building structures, internal access drives, and other similar common areas within Tract 2A.

B. Regulations

1. Development of Tract 2A shall comply with the use and development standards for the MF-2 (Multi-family) District, as existing on the effective date of this PD ordinance, with the exceptions and additions contained in this PD ordinance.

2. Front Building Setback:

   a) Front Building Setback along interior roadway (Saginaw Square Boulevard) shall be reduced to fifteen feet (15'). Private yard fencing, where installed, may encroach seven and one-half feet (7.5') into the fifteen-foot (15') setback.

3. Minimum distance between buildings: Minimum distance between buildings shall be twenty feet (20').

4. Maximum Lot Coverage: Maximum Lot Coverage shall be 80% (calculated for all land area with the entire zoning area (i.e., entire land area of Tract 2A) including buffers, detention, landscaping, accent hardscape, and future right-of-way).

5. Maximum Density: Maximum density is 261 units. Tract 2A shall be considered one lot for purposes of maximum density calculations. Residential units may be dispersed anywhere within Tract 2A regardless of how the property is platted as one or more separate lots so long as the total density within Tract 2A does not exceed 261 units. The chart below illustrates that the maximum density of 261 units on Tract 2A is equivalent to 24 units per acre based upon the acreage of the lots that make-up Tract 2A.

Proposed Multifamily Density			
Lot	DU/Acre	Acres	Units
3	0	1.33	0.00
Lot 4/5	27	9.57	261.00
Total	**24**	**10.9**	**261.00**

6. Minimum Lot Area: Minimum lot area is 1,800 square feet per dwelling unit, and shall be calculated based on the entire land area of Tract 2A. Tract 2A shall be considered one lot for purposes of minimum lot area calculations regardless of how the property is platted as one or more lots.

7. The area labeled as open space/ drainage (proposed) on sheet 2 of Exhibit "C" shall be reserved for open space, drainage and detention (if needed).

C. Landscaping

1. Buffer. An average ten foot (10') wide landscaped buffer shall be required adjacent to Saginaw Square Boulevard Right-of-Way.

D. Signage. Uses on Tract 2A may have signage on one or both of the multi-tenant signs at US-287 and Old Decatur Road.

E. Planned Development Site Plan Required. A Planned Development Site Plan for Tract 2A shall be reviewed and approved prior to the issuance of a building permit.

1. Development shall occur in substantial accordance with the approved Exhibit "C". Site plan submittals that are deemed to require a variance to the regulations and provisions contained herein shall require review and approval by the Planning and Zoning Commission and City Council.

2. Completed Site Plan submittals that are deemed to be in substantial conformance with the regulations and provisions contained herein shall be administratively approved by the city staff.

EXHIBIT "C" – Development Plan

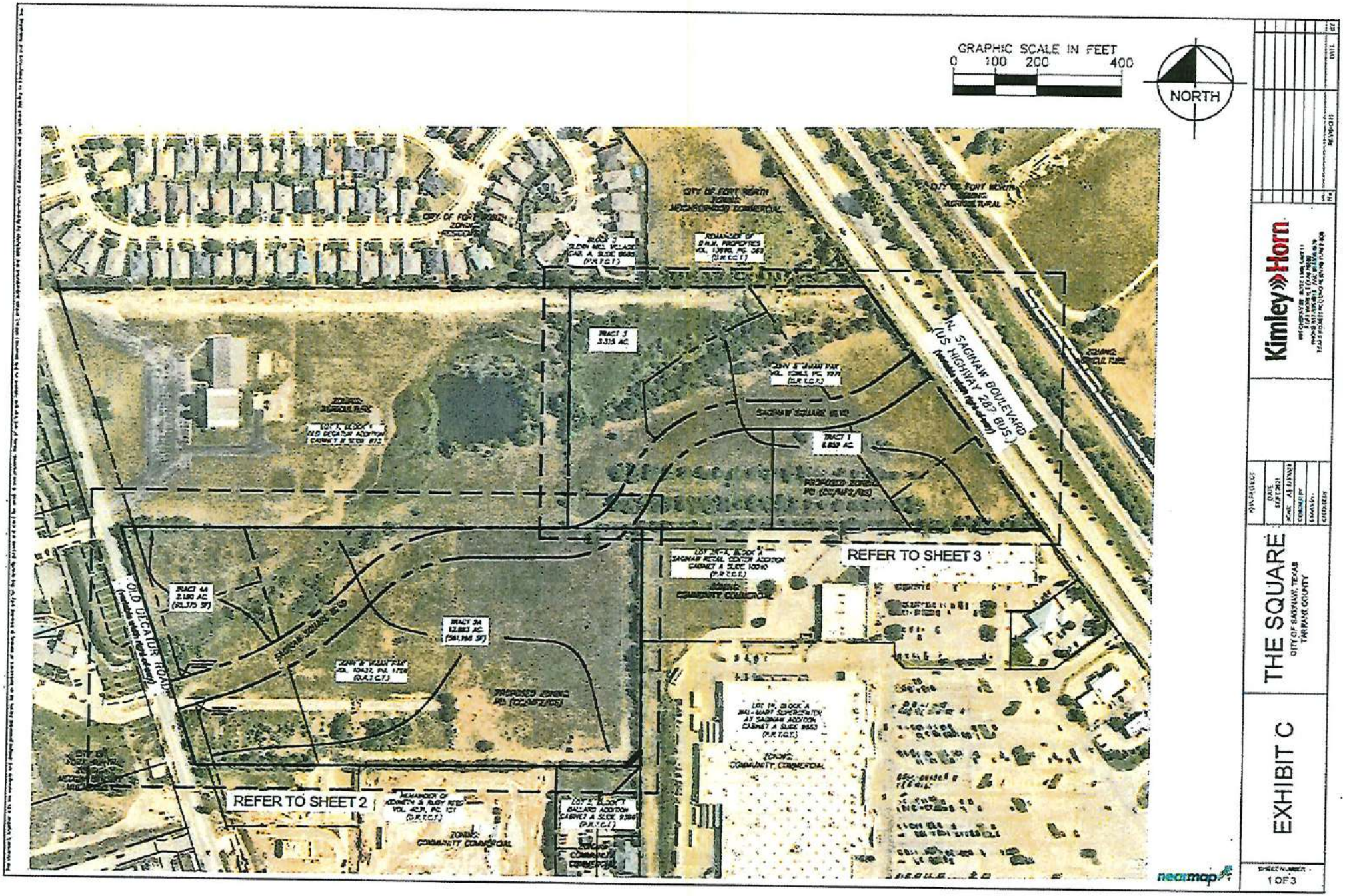


EXHIBIT C

THE SQUARE

CITY OF EAGLE PASS, TEXAS
MAVERICK COUNTY

Kimley»Horn

SHEET NUMBER
2 OF 3

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

SAGINAW SQUARE BLVD

MULTI FAMILY

RETAIL/ REST.

RETAIL/ REST.

OLD DECATUR RD

nearmap

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

CASE NUMBER: _____

All information required in the Zoning Ordinance #2002-04 and/or the Subdivision Ordinance # 2006-10 of the City of Saginaw must be received in the Building Inspection Office by 12:00 noon on the 28th day (always a Tuesday) prior to the Planning and Zoning Commission meeting. Zoning change requests must be accompanied by Exhibits showing existing zoning and proposed zoning.

The office personnel will strictly adhere to the submittal deadline date and time. THERE WILL BE NO EXCEPTIONS. Failure to submit the appropriate signed applications, required information, engineering details, or payment of the required fees will result in refusal of the application.

Acceptance of an application IS NOT A GUARANTEE that an applicant's case will be scheduled for a SPECIFIC AGENDA DATE. After reviewing the application the office personnel will contact the applicant for any required corrections. The agenda date will set after compliance by the applicant of all the required information has been submitted and approved for submittal to the City of Saginaw or Planning and Zoning Commission for consideration.

REQUEST FOR CONSIDERATION OF

ZONING CHANGE ( ) PLANNED DEVELOPMENT (✓) DEVELOPMENT PLAN ( )

FLOODWAY OR FLOODPLAIN DEVELOPMENT ( )

CURRENT ZONING: PD - Planned Development PROPOSED ZONING: Amendment of PD - Planned Development and Proposed Plat

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

LOT 1,2,3,4,5 BLOCK 1 ADDITION: The Square

TRACT 2A, 4A ABSTRACT No. 1497 SURVEY Benjamin Thomas Survey

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

ADDRESS and/ or LOCATION OF PROPERTY: 1500 Old Decatur Road, Saginaw, TX 76179

NAME OF PROPOSED DEVELOPMENT: The Square

TOTAL ACREAGE OF PROPERTY: 15.0736 acres

REASON FOR ZONING REQUEST: (please be specific)

Applicant is requesting an Amendment to The Square Planned Development District to combine Tracts 2 and 6 to "Tract 2A" as shown in the updated Exhibit "C". This is intended to permit MF-2 uses within "Tract 2A", allow for a maximum density of 261 units, and allow for said development anywhere on "Tract 2A" regardless of the platted

(Use additional sheets and attach if necessary)

1

CURRENT ZONING: PD - Planned Development

REQUESTED ZONING: PD - Planned Development

I hereby certify that I will follow all Ordinances as set forth by the city of Saginaw with respect to my Subdivision and understand that copies of the Zoning Ordinance and Subdivision Ordinance are available for my purchase. I further understand that the payment of the required fees does not in any way guarantee approval of my request or obligate the city in any way to refund said fees

OWNER'S SIGNATURE: _____ PHONE #: 469-713-9935

and/or OPTION HOLDER: _____ PHONE #: _____

OWNER'S NAME (Please Print): _____

OWNER'S ADDRESS: 2667 Northaven Rd Dallas, TX 75229

APPLICANT'S SIGNATURE: _____ PHONE #: _____

APPLICANT'S NAME: David Eitches

APPLICANT'S ADDRESS: 8140 Walnut Hill Ln Ste #310, Dallas, TX 75231

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: MR DATE: 9-16-2021 TIME: _____

FEE FOR APPLICATION: $1650.00 RECEIPT #: 179437

SUBMITTED INFORMATION REVIEWED BY: _____

PLANNING AND ZONING COMMISSION MEETING DATE: 10-12-2021

ACTION TAKEN: _____

CITY COUNCIL MEETING DATE: 10-29-2021

ACTION TAKEN: _____

MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCLEROY BOULEVARD
OCTOBER 12, 2021

Present at the Meeting:

Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Alternate Member	Alt. No. 2	Brent Wooten
Alternate Member	Alt. No. 1	Randy Villarreal
Director Public Works		Rick Trice
City Attorney		Lindsey Hale
Recording Secretary		Mary Ragle

Absent from the Meeting:

Chairman	Place No. 3	Matthew Lewis
Member	Place No. 4	Malinda Julien
Member	Place No. 5	Jason LaBruyere

Visitors at the Meeting:

Susy Victor, Management Analyst
John Ainsworth (KHA)
John Cervantes, Management Analyst
Zack Gensior
Kevin Burk
Doug Johnson
Michelle Rawls
Abbra Nusser (KHA_

(1) Call to Order

Vice Chairman Haney called the meeting to order at 6:00 p.m.

(2) Roll Call to Establish Quorum

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

(3) Audience participation

Vice Chairman Haney explained the procedure to follow to address the Commission.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on September 14, 2021 were presented for approval. A motion was made by Member Barngrover with a second by Alternate Member Villarreal to approve the minutes for September 14, 2021 as presented. Motion carried unanimously.

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

(5) PZ 1021-01 PUBLIC HEARING
Consideration And Action For A Request To Amend A Portion Of The Planned Development, The Square, That Was Approved By City Council On April 16, 2019, Combining Tracts 2 and 5 to Tract 2A Planned Development (MF2)

Vice Chairman Haney opened the Public Hearing at 6:02 p.m.

DPW Trice reviewed the information in the members' packets.

Zack Gensior represented the developer for this item. DPW Trice and Mr. Gensior answered the members questions and addressed their concerns.

Vice Chairman Haney closed the Public Hearing at 6:11 p.m.

A motion was made by Member Barngrover with a second by Alternate Member Villarreal to recommend that the City Council approve the request to amend combining tracts 2 and 5 of the Square Planned Development

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

(6) PZ 1021-02
Consideration And Action Regarding A Replat For Lots 5R And 5R2, Block 1, Burlington Industrial District No. 2 Addition "Revised", E. Meredith Survey, Abstract No. 1081 And David C Strickland Survey, Abstract 1408 City Of Saginaw, Tarrant County, Texas

DPW Trice briefly explained this request. He answered the members questions and addressed their concerns.

Michelle Rawls, stated that she is the realtor and is representing the owner for this project. She informed the members that her client, Foodliner, is planning to construct a truck wash at this location. She advised that Foodliner will be transporting flour for the flour mill on E. McLeroy.

A motion was made by Member Barngrover with a second by Alternate Member Wooten to recommend that the City Council approve the replat for Lots 5R and 5R2, Block 1, Burlington Industrial District No. 2, Revised. Motion carried.

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

(7) PZ 1021-03 PUBIC HEARING
Consideration And Action Concerning The Deletion Of A Collector Roadway From The Master Thoroughfare Plan (MTP) Located Parallel To And Immediately East Of The Burlington Northern Santa Fe Railroad Tracks From Bailey-Boswell Road To E. McLeroy Boulevard;

Vice Chairman Haney opened the Public Hearing at 6:17 p.m.

DPW Trice briefly explained that this request, stating that the current location of the north south Collector Roadway shown on the Thoroughfare Plan (MTP) has many challenges for construction. He stated that staff approves deleting the collector roadway from the MTP that is located parallel to and immediately east of the Burlington Northern Santa Fe railroad tracks from Bailey Boswell Road to E. McLeroy Boulevard.

Vice Member Haney closed the Public Hearing at 6:21 p.m.

A motion was made by Alternate Member Wooten with a second by Alternate Member Villareal to recommend that the City Council approve the request to remove the Collector Roadway from the MTP that is parallel to and immediately east of the Burlington Northern Santa Fe railroad tracks from Bailey Boswell Road to E. McLeroy Boulevard

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

(8) Comprehensive Master Plan Report

Abbra Nusser, with Kimley Horn and Associates used a power point presentation to review the process used to prepare the proposed Master Comprehensive Plan, explaining the results of this proposal for the Master Comprehensive Plan for the City of Saginaw.

(9) Staff Report
A. Discussion of Residential, Commercial, Industrial, and City Capital Projects
B. Update Commission of City Council Action on 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 Member Barngrover with a second by Alternate Member Villarreal to adjourn the meeting. Motion carried.

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

Vice Chairman Haney declared the meeting of October 12, 2021 closed at 6:52 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary

ORDINANCE NO. 2021- 23

AN ORDINANCE AMENDING THE SQUARE PLANNED DEVELOPMENT DISTRICT; PROVIDING DEVELOPMENT STANDARDS AND DEVELOPMENT PLAN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council held a public hearing on February 5, 2019 establishing The Square Planned Development District on approximately 27.247 acres of land, and described as Abstract 1497, out of the Benjamin Thomas Survey, Tracts 3B03 and 3B04, Tarrant County, Texas and located west of Saginaw Boulevard and East of Old Decatur Road; and

WHEREAS, the City has received an application to amend the Planned Development District on approximately 12.3937 acres out of The Square and previously identified as Tracts 2 and 5 to be amended as Tract 2A; and

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on October 12, 2021 and the City Council of the City of Saginaw, Texas held a public hearing on October 19, 2021, with respect to the proposed Planned Development District as described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the rezoning of the property; and

DRAFT

WHEREAS, the City Council finds that the requested Planned Development District as outlined herein is in the best interest of the City of Saginaw and will promote the health, safety and general welfare of the citizens of the City of Saginaw and the general public.

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

SECTION 1.

Ordinance No. 2021- 23 is hereby adopted on the hereinafter described property and area of the The Square Planned Development District as shown below:

Tract 2A – Parcel 1

Approximately 12.3937 acres of land situated in the Benjamin Thomas Survey, Abstract No.1497, Tarrant County, Texas, and being part of a called 15.0736 acre tract of a tract of land described in Special Warranty Deed with Vendor's Lien to AM & JK Development LLC recorded in Instrument No. D217258083 of the Official Public Records of Tarrant County, Texas.

SECTION 2.

The use of the property described above shall be subject to the development restrictions, terms and conditions set forth in Exhibit "B" attached hereto, as well as the Development Plan attached hereto as Exhibit "C" establishing The Square Planned Development District Tract 2A, the Zoning Ordinance of the City of Saginaw.

SECTION 3.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Saginaw, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 4.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs,

DRAFT

sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of Ordinance No. 2002-04 or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

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

SECTION 8.

This ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

PASSED AND APPROVED ON THIS 19th DAY OF OCTOBER, 2021.

_____

Todd Flippo, Mayor

DRAFT

ATTEST:

_____

Janice England, City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____

Bryn Meredith, City Attorney

DRAFT

EXHIBIT “A”

LEGAL DESCRIPTION

BEING a tract of land situated in the Benjamin Thomas Survey, Abstract No.1497, City of Fort Worth, Tarrant County, Texas, and being part of a called 15.0736 acre tract of a tract of land described in Special Warranty Deed with Vendor’s Lien to AM & JK Development LLC recorded in Instrument No. D217258083 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a point in the north line of said 15.0736 acre tract; from said point the northwest corner of said 15.0736 acre tract, and being a point in the northeast right-of-way line of Old Decatur Road (a variable width right-of-way) bears South 89°30'41" West, a distance of 293.92 feet;

THENCE North 89°30'41" East, along the said north line of the 15.0736 acre tract, a distance of 654.22 feet to a point for northeast corner;

THENCE South 0°31'17" East, along the east line of said 15.0736 acre tract, a distance of 364.36 feet to a point for the southeast corner of said 15.0736 acre tract;

THENCE South 89°31'24" West, along the south line of said 15.0736 acre tract, a distance of 1015.77 feet to a point for corner in the said northeast right-of-way line of Old Decatur Road, and being the southwest corner of said 15.0736 acre tract;

THENCE North 18°14'55" West, along the said northeast right-of-way line of Old Decatur Road, a distance of 168.40 feet to a point for corner; said point being the beginning of a non-tangent curve to the left having a central angle of 16°01'32", a radius of 859.61 feet, a chord bearing and distance of North 64°55'20" East, 239.65 feet;

THENCE in a northeasterly direction, with said curve to the left, an arc distance of 240.43 feet to a point for corner;

THENCE North 18°14'31" West, a distance of 325.48 feet to the **POINT OF BEGINNING** and containing 12.3937 acres or 539,868 square feet of land, more or less.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or established interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

DRAFT

EXHIBIT “A”

LEGAL DESCRIPTION

BEING a tract of land situated in the Benjamin Thomas Survey, Abstract No.1497, City of Fort Worth, Tarrant County, Texas, and being part of a called 15.0736 acre tract of a tract of land described in Special Warranty Deed with Vendor’s Lien to AM & JK Development LLC recorded in Instrument No. D217258083 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a point in the north line of said 15.0736 acre tract; from said point the northwest corner of said 15.0736 acre tract, and being a point in the northeast right-of-way line of Old Decatur Road (a variable width right-of-way) bears South 89°30'41" West, a distance of 293.92 feet;

THENCE North 89°30'41" East, along the said north line of the 15.0736 acre tract, a distance of 654.22 feet to a point for northeast corner;

THENCE South 0°31'17" East, along the east line of said 15.0736 acre tract, a distance of 364.36 feet to a point for the southeast corner of said 15.0736 acre tract;

THENCE South 89°31'24" West, along the south line of said 15.0736 acre tract, a distance of 1015.77 feet to a point for corner in the said northeast right-of-way line of Old Decatur Road, and being the southwest corner of said 15.0736 acre tract;

THENCE North 18°14'55" West, along the said northeast right-of-way line of Old Decatur Road, a distance of 168.40 feet to a point for corner; said point being the beginning of a non-tangent curve to the left having a central angle of 16°01'32", a radius of 859.61 feet, a chord bearing and distance of North 64°55'20" East, 239.65 feet;

THENCE in a northeasterly direction, with said curve to the left, an arc distance of 240.43 feet to a point for corner;

THENCE North 18°14'31" West, a distance of 325.48 feet to the **POINT OF BEGINNING** and containing 12.3937 acres or 539,868 square feet of land, more or less.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or established interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "B"

Tract 2A – LAND USE AND DEVELOPMENT STANDARDS TRACT 2A
Multi-Family MF-2

A. Permitted Uses, Property Maintenance and Infrastructure

1. Tract 2A shall allow all uses permitted within the MF-2 District

2. A property management entity shall be established and designed for the maintenance of all associated landscape and amenities, common landscaping and irrigation, building structures, internal access drives, and other similar common areas within Tract 2A.

B. Regulations

1. Development of Tract 2A shall comply with the use and development standards for the MF-2 (Multi-family) District, as existing on the effective date of this PD ordinance, with the exceptions and additions contained in this PD ordinance.

2. Front Building Setback:

    a) Front Building Setback along interior roadway (Saginaw Square Boulevard) shall be reduced to fifteen feet (15'). Private yard fencing, where installed, may encroach seven- and one-half feet (7.5') into the fifteen-foot (15') setback.

3. Minimum distance between buildings: Minimum distance between buildings shall be twenty feet (20').

4. Maximum Lot Coverage: Maximum Lot Coverage shall be 80% (calculated for all land area with the entire zoning area (i.e., entire land area of Tract 2A) including buffers, detention, landscaping, accent hardscape, and future right-of-way).

5. Maximum Density: Maximum density is 261 units. Tract 2A shall be considered one lot for purposes of maximum density calculations. Residential units may be dispersed anywhere within Tract 2A regardless of how the property is platted as one or more separate lots so long as the total density within Tract 2A does not exceed 261 units.

6. Minimum Lot Area: Minimum lot area is 1,800 square feet per dwelling unit, and shall be calculated based on the entire land area of Tract 2A. Tract 2A shall be considered one lot for purposes of minimum lot area calculations regardless of how the property is platted as one or more lots.

7. The area labeled as open space/ detention on sheet 2 of Exhibit "C" shall be reserved for open space and detention.

C. Landscaping

1. Buffer. An average ten foot (10') wide landscaped buffer shall be required adjacent to Saginaw Square Boulevard Right-of-Way.

CI. Signage. Uses on Tract 2A may have signage on one or both of the multi-tenant signs at US-287 and Old Decatur Road.

CII. Planned Development Site Plan Required. A Planned Development Site Plan for Tract 2A shall be reviewed and approved prior to the issuance of a building permit.

1. Development shall occur in substantial accordance with the approved Exhibit "C". Site plan submittals that are deemed to require a variance to the regulations and provisions contained herein shall require review and approval by the Planning and Zoning Commission and City Council.

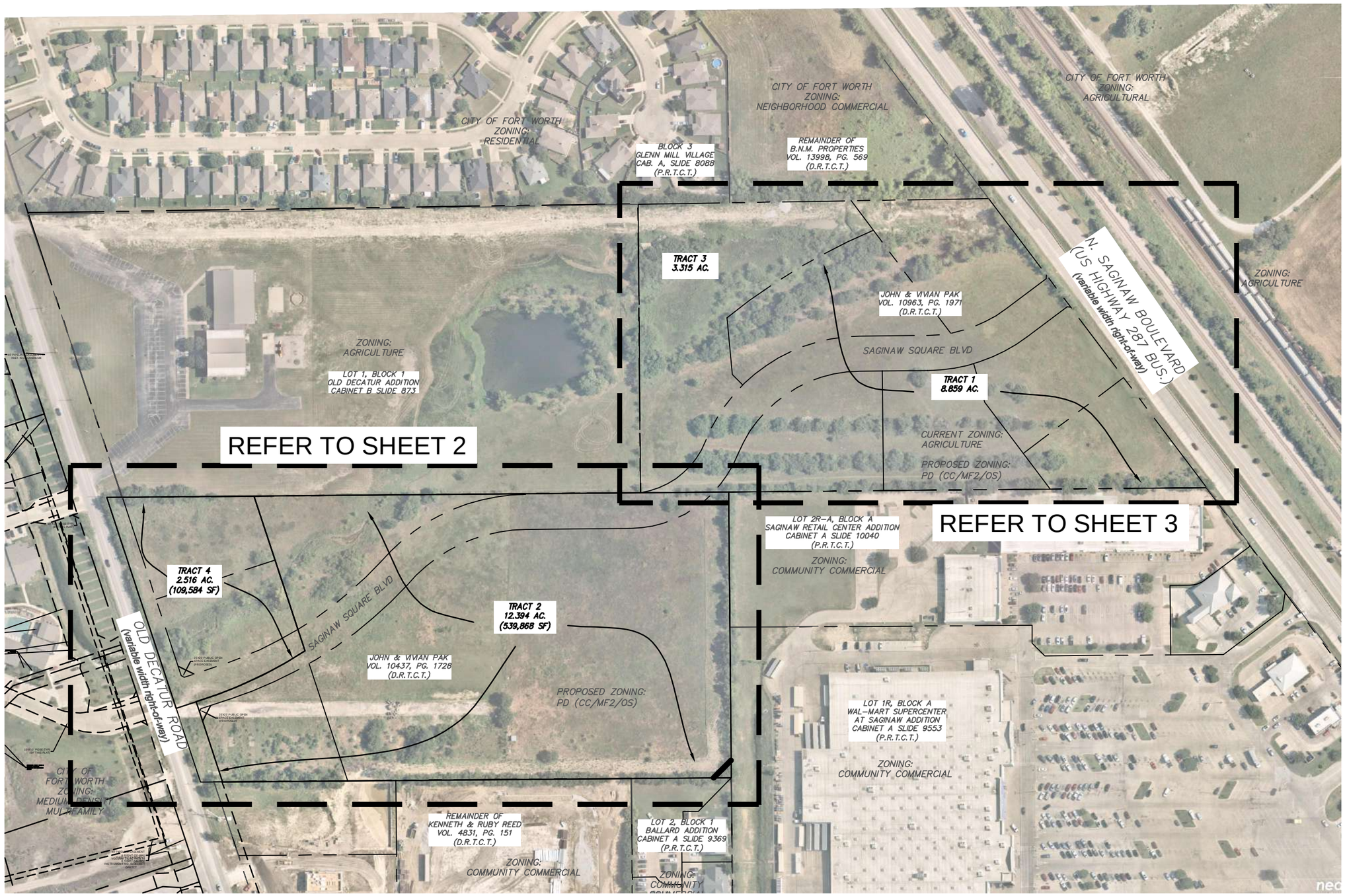
2. Completed Site Plan submittals that are deemed to be in substantial conformance with the regulations and provisions contained herein shall be administratively approved by the City Staff.

EXHIBIT "C"

Page 1 of 2

GRAPHIC SCALE IN FEET
0 100 200 400

NORTH



nearmap

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

No.	REVISIONS	DATE	BY

Kimley»Horn
801 CHERRY ST. SUITE 1300, UNIT 11
FORT WORTH, TEXAS 76102
PHONE: 817-335-6511 FAX: 817-335-5070
TEXAS REGISTERED ENGINEERING FIRM F-928

KHA PROJECT

DATE SEPT 2021

SCALE AS SHOWN

DESIGNED BY

DRAWN BY

CHECKED BY

THE SQUARE
CITY OF SAGINAW, TEXAS
TARRANT COUNTY

EXHIBIT C

SHEET NUMBER
1 OF 3

City of Saginaw

Meeting Date: 10/19/2021

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

Agenda Items: (9)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action Regarding Approval of a Replat for Lot 5R1 and Lot 5R2, Block 1, Burlington Industrial District No. 2 Addition "Revised", Elijah Meredith Survey, Abstract No. 1081 & David C. Strickland Survey, Abstract 1408 City of Saginaw, Tarrant County, Texas

---

BACKGROUND/DISCUSSION:
Owner: Jarvis Partners II, L.P.
Applicant: Kimley-Horn and Associates, Inc. (Surveyor)
Property Acreage: 35.714 Total
Zoning: Heavy Industrial (HI)

The request is for approval of a Replat on property located at 1251 Defiel Rd. The property is being replatted into two lots. Lot 5R1 is proposed to be a truck wash and service facility to serve the grain industry.

The lot summary is:

Lot No.	Acres
5R1	4.822
5R2	35.536
Total	35.536

The Planning and Zoning Commission met on October 12, 2021 and unanimously recommended approval of the Replat.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:

It is recommended that the Replat for Lot 5R1 and Lot 5R2, Block 1, Burlington Industrial District No. 2 Addition "Revised" be approved as recommended by the Planning and Zoning Commission.

ATTACHMENTS:

Description

P&Z Packet Agenda Item 10-12-21

P&Z Minutes 10-12-21

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

MEETING DATE: October 12, 2021

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 Replat for Lot 5R1 and Lot 5R2, Block 1, Burlington Industrial District No. 2 Addition "Revised", Elijah Meredith Survey, Abstract No. 1081 & David C. Strickland Survey, Abstract 1408 City of Saginaw, Tarrant County, Texas

Owner: Jarvis Partners II, L.P.
Applicant: Kimley-Horn and Associates, Inc. (Surveyor)
Property Acreage: 35.714 Total
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The request is for approval of a Replat on property located at 1251 Defiel Rd. The property is being replatted into two lots. Lot 5R1 is proposed to be a truck wash and service facility to serve the grain industry.

The lot summary is:

Lot No.	Acres
5R1	4.822
5R2	35.536
Total	35.536

If you have any questions, please let me know.

DocuSign Envelope ID: 64E313CA-07F9-48F8-9C47-FECEF3A75545

CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
APPLICATION FOR CONSIDERATION OF A PLAT

CASE NUMBER: _____

All information required in the Zoning Ordinance #2002-04 and/or the Subdivision Ordinance #2006-10 of the City of Saginaw must be received in the Community Development Office by 12:00 noon on the 28th day (always a Tuesday) prior to the Planning and Zoning Commission meeting.

All applications must be accompanied by 6 prints, 1 submittal, 30 prints after staff approval, 22" X 34". These must be folded to 8½" x 11" so that the title block or other identifying information is shown on the front. Plats shall be drawn at a scale of 1" = 100' or larger. The original mylar shall also accompany copies of any final plat.

The office personnel will strictly adhere to the submittal deadline date and time. THERE WILL BE NO EXCEPTIONS. Failure to submit the appropriate signed applications, required information, engineering details, or payment of the required fees will result in refusal of the application. The application is not considered complete until all requirements are met.

Acceptance of an application IS NOT A GUARANTEE that an applicant's case will be scheduled for a SPECIFIC AGENDA DATE. After reviewing the application the office personnel will contact the applicant for any required corrections. The agenda date will be set after compliance by the applicant of all the requirements contained in the City of Saginaw's Zoning Ordinance and Sub Division Ordinance.

REQUEST FOR CONSIDERATION OF

PRELIMINARY PLAT ( ) FINAL PLAT ( ) REPLAT (X) AMENDED PLAT ( )

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

LOT: 5 BLOCK: 1 ADDITION: Burlington Industrial District No. 2 Addition "Revised"

TRACT: _____ ABSTRACT _____ SURVEY: _____

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

ADDRESS and/ or LOCATION OF PROPERTY: 1085 Jarvis, Saginaw, TX

NAME OF PROPOSED DEVELOPMENT: Burlington Industrial District No. 2 Addition "Revised"

TOTAL ACREAGE OF PROPERTY: 35.5356

(use additional sheets and attach if necessary)

I hereby certify that I will follow all Ordinances as set forth by the city of Saginaw with respect to my Development and understand that copies of the Zoning Ordinance and Subdivision Ordinance are available for my purchase. I further understand that the payment of the required fees does not in any way guarantee approval of my request or obligate the city in any way to refund said fees.

DocuSign Envelope ID: 64E313CA-07F9-48F8-9C47-FECEF3A75545

OWNER'S SIGNATURE: DocuSigned by: A.G. Hollenstein 3813ABE1DE7244D... PHONE #: 817-994-0361

and/or OPTION HOLDER: _____ PHONE #: _____

OWNER'S NAME:(Please Print) Jarvis Partners II, LP by A.G. Hollenstein

OWNER'S ADDRESS: 1085 Jarvis Rd, Saginaw, TX 76179

APPLICANT'S SIGNATURE: DocuSigned by: Tim Stueck C8FA5CDF9841BB... PHONE # :563-584-2626

APPLICANT'S NAME: MGI Leasing, Inc.

APPLICANT'S ADDRESS: 2099 Southpark Court, Dubuque, Iowa 52003

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: [illegible] DATE: 9-14-2021 TIME: _____

FEE FOR APPLICATION: 860.00 RECEIPT #: 179436

SUBMITTED INFORMATION REVIEWED BY: _____

PLANNING AND ZONING COMMISSION MEETING DATE: _____

ACTION TAKEN: _____

CITY COUNCIL MEETING DATE: _____

ACTION TAKEN: _____

City of Saginaw - Trip Generation Threshold Analysis Worksheet

City of Saginaw

December 2003 Threshold Analysis Worksheet

Submittal Date: 9/14/21

Development Name: Foodliner Saginaw

Approximate Location: Defiel Rd

Proposed Land Use and Trip Generation Data for Buildout of Development

Trips shall be calculated using the most recent version of the ITE Trip Generation Manual

Land Use Type	Intensity	Units	ITE Code	Equation Used (i.e. Rates or Regression)	Daily Total (Weekday)	AM Peak Hour			PM Peak Hour			Sat Peak Hour		
						In	Out	Total	In	Out	Total	In	Out	Total
Auto Care Center	1,000 SF GFA	8.827	942			13	7	20	13	14	27			
				TOTALS:		13	7	20	13	14	27			

Notes:

- A Traffic Impact Analysis (TIA) will be required when the development is expected to generate 1,000 of more vehicle trips per day OR 100 or more vehicle trips in the peak direction (i.e. inbound or outbound) during the site's peak traffic hour.
- The City Engineer may require a TIA at any stage of a development whether it meets this criteria or not if special circumstances exist that may require a TIA.
- If a TIA is needed based on this Threshold Worksheet, the developer shall contact the City Engineer to determine the actual study requirements regarding time periods, study area intersections, etc.
- The use of internal capture trip reduction rates shall not be permitted without the prior approval of the City Engineer.

Threshold Worksheet Completed By:

Name: John Ainsworth, PE

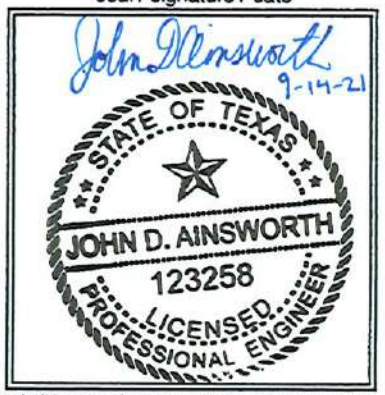
Address: 801 Cherry St

Unit 11, Ste 1300

Fort Worth, TX 76102

Phone: 817-335-6511

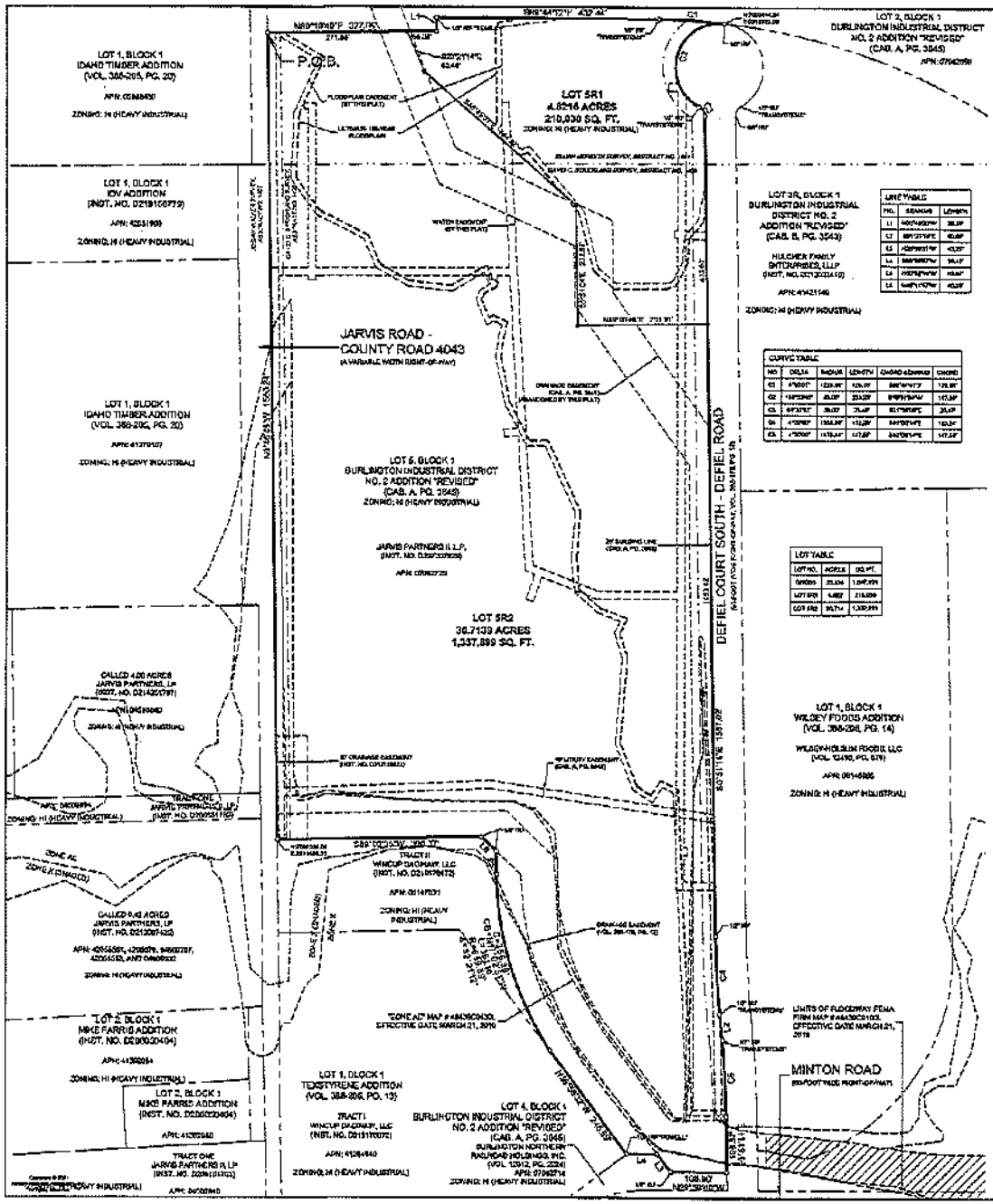
seal / signature / date



Trip Generation Threshold Analysis Worksheet shall be completed by a Licensed Professional Engineer in the State of Texas with experience in Transportation Engineering

THIS SECTION FOR CITY USE ONLY: Based on this submittal, a TIA is hereby REQUIRED or WAIVED *(circle one)*

Name: _____ Title: _____ Date: _____



OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS, Jarvis Partners II, L.P. is the owner of a 36.8356 acres (1,547,899 square feet) tract of land situated in the Elijah Meredith Survey, Abstract No. 1081 & David C Strickland Survey, Abstract No. 1408, City of Saginaw, Tarrant County, Texas; said tract being all of Lot 5, Block 1, Burlington Industrial District No. 2 Addition "Revised", an addition to the City of Saginaw according to the plat recorded in Cabinet A, Page 3545 of the Plat Records of Tarrant County, Texas; said tract also being all of that tract of land described in Deed without Warranty to Jarvis Partners II, L.P. recorded in Instrument No. D207257829 of the Official Public Records of Tarrant County, Texas; and said being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with "3HA" cap set at the intersection of the east right-of-way line of Jarvis Road (a variable width right-of-way) and the south line of Lot 2 of said Block 1;

THENCE North 88°19'00" East, departing the said west line of Jarvis Road and along the said south line of Lot 2, a distance of 327.84 feet to a 5/8-inch iron set with "3HA" cap set for corner;

THENCE continuing along the said south line of Lot 2, the following metes (2) calls:

North 00°48'00" West, a distance of 20.00 feet to a 1/2-inch iron rod with "BOADLEY" cap found for corner;

South 89°41'27" East, a distance of 432.44 feet to a 1/2-inch iron rod with "TRANSYSTEMS" cap found for corner at the beginning of a tangent curve to the right with a radius of 1,235.00 feet, a central angle of 46°37'01", and a chord bearing and distance of South 66°43'57" East, 1,090.91 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 1,005.19 feet to a 5/8-inch found for corner at the beginning of a reverse curve to the left with a radius of 1,235.00 feet, a central angle of 46°37'01", and a chord bearing and distance of South 66°43'57" East, 1,090.91 feet;

In a southerly direction, with said reverse curve to the left, an arc distance of 1,005.19 feet to a 1/2-inch iron rod with "TRANSYSTEMS" cap found for corner at the beginning of a reverse curve to the right with a radius of 20.00 feet, a central angle of 41°25'02", and a chord bearing and distance of South 31°30'29" East, 36.67 feet;

In a southerly direction, with said reverse curve to the right, an arc distance of 21.40 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 10°13'14" East, a distance of 1,887.82 feet to a 1/2-inch iron rod found for corner; said point being the beginning of a tangent curve to the left with a radius of 1,304.00 feet, a central angle of 04°37'39", and a chord bearing and distance of South 07°54'24" East, 105.24 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 105.26 feet to a 1/2-inch iron rod with "TRANSYSTEMS" cap found for corner;

South 05°35'14" East, a distance of 10.00 feet to a 1/2-inch iron rod with "TRANSYSTEMS" cap found for corner; said point being the beginning of a tangent curve to the right with a radius of 1,201.00 feet, a central angle of 04°37'00", and a chord bearing and distance of South 03°16'44" East, 147.53 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 147.57 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 00°58'13" East, a distance of 999.22 feet to a 5/8-inch iron rod with "KHA" cap set for corner; said point being the southeast corner of said Lot 5;

THENCE North 89°29'40" West, departing the said west line of Defiel Court South, a distance of 1,018.59 feet to a 5/8-inch iron rod found for corner;

THENCE, along the south line of said Lot 5, the following seven (7) calls:

North 26°35'37" West, a distance of 43.73 feet to a 5/8-inch iron set with "KHA" cap set for corner;

South 89°29'37" West, a distance of 89.92 feet to a 1/2-inch iron rod with "ROWELL" cap found for corner;

North 26°56'52" West, a distance of 2,145.89 feet to a 5/8-inch iron rod with "KHA" cap set for corner; said point being the beginning of a nontangent curve to the right with a radius of 629.50 feet, a central angle of 30°21'16", and a chord bearing and distance of North 17°00'31" West, 329.34 feet;

In an easterly direction, with said nontangent curve to the right, an arc distance of 301.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 56°52'54" West, a distance of 48.84 feet to a 5/8-inch iron set found for corner;

North 44°41'11" West, a distance of 63.33 feet to a 5/8-inch iron rod found for corner;

South 89°19'38" West, a distance of 536.37 feet to a 5/8-inch iron rod with "KHA" cap set for corner in the said east line of Jarvis Road;

THENCE North 00°40'48" West, along the said east line of Jarvis Road, a distance of 1,349.24 feet to the POINT OF BEGINNING and containing 1,547,899 square feet or 36.8356 acres of land, more or less and enumerating herein as the BURLINGTON INDUSTRIAL DISTRICT NO. 2 "REVISED" subdivision to the City of Saginaw, Texas, and dedicate same to the use of the public forever as streets, alleys, parks, water courses, drives, easements, right-of-way and public places thereon shown for the purposes and considerations therein expressed.

Executed this the _____ day of _____, 2021.

By: JARVIS PARTNERS II, L.P.

_____
Name & Title

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for the County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

_____
Notary Public in and for the State of _____

My Commission expires: _____

SURVEYOR'S CERTIFICATION

I, Stephen Cole McGowan, Registered Professional Land Surveyor, do hereby certify that the plat shown hereon accurately represents the property as determined by an on the ground survey, made under my direct supervision on August 18, 2021 and that all corners are shown hereon.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

_____
Stephen Cole McGowan
Registered Professional Land Surveyor
No. 6446

LINE TYPE LEGEND

LEGEND
A = CENTRAL ANGLE
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND

OWNER:
JARVIS PARTNERS II L.P.
1998 JARVIS ROAD
SAGINAW, TEXAS 76179

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
801 CHERRY STREET, UNIT #1, # 1300
FORT WORTH, TEXAS 76102
PHONE: 817-335-6511
CONTACT: MICHAEL SILLENSKILEY, R.P.L.S.

VICINITY MAP
N.T.S.
SITE

NORTH

GRAPHIC SCALE IN FEET
1" = 100' @ 24X36

NOTES

The basis of bearing for this survey is based on the Texas CoordinateSystem of 1983, North Central Zone 4202 based on observations made on August 18, 2021 with an applied combined scale factor of 1.00012.

The grid coordinates shown hereon are based on the Texas Coordinate System of 1983, North Central Zone 4202, no scale and no projection.

All corners shown hereon are 5/8-inch iron rods with "KHA" caps, unless otherwise noted.

According to Map No. 48439C0100L, dated March 21, 2019 and Map No. 48439C0095L, dated March 21, 2019 of the National Flood Insurance Program Flood Insurance Rate Map of Tarrant County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, the property is located within Zone AE, Zone X (Shaded), and Zone X, and is within a special flood hazard area. If this site is not within an identified special flood hazard area, this does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

The purpose of the replat is to create two (2) lots out to dedicate easements for site development.

Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law and is subject to fines and/or withholding of utilities and building permits.

UTILITY EASEMENTS

Any public utility, including the City of Saginaw, shall have the right to move and keep moved all or part of any buildings, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat; and any public utility, including the City of Saginaw, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

DRAINAGE EASEMENT RESTRICTION

No fence, encroachment, without the written approval of the City of Saginaw, shall be allowed within a drainage easement, and then only after detailed engineering plans and studies have been reviewed and approved by the City of Saginaw that the proposed fence or encroachment will not adversely affect the drainage easement. No obstruction to the natural flow of water will exist; and subject to all owners of the property affected by such encroachment becoming a party to the request. Where consideration is permitted, all finished floor elevations shall be a minimum of one (1) foot above the 100-year fully developed flood elevation noted on said site.

FLOOD PLAIN EASEMENT RESTRICTION

No construction, without the written approval of the City of Saginaw, shall be allowed within a floodplain easement, and then only after detailed engineering plans and studies have been reviewed and approved by the City of Saginaw that the proposed fence or encroachment will not adversely affect the drainage easement. No obstruction to the natural flow of water will exist; and subject to all owners of the property affected by such encroachment becoming a party to the request. Where consideration is permitted, all finished floor elevations shall be a minimum of one (1) foot above the 100-year fully developed flood elevation noted on said site.

ON THIS _____ DAY OF _____, THIS PLAT WAS DULY APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAGINAW, TEXAS.

BY: _____
CHAIRMAN

ATTEST: _____
CITY SECRETARY

THE CITY COUNCIL OF SAGINAW, TEXAS ON _____ VOTED UNANIMOUSLY TO ADOPT THIS PLAT AND APPROVE IT FOR FILING OF RECORD.

BY: _____
MAYOR

ATTEST: _____
CITY SECRETARY

REPLAT
LOT 5R1 & LOT 5R2, BLOCK 1 BURLINGTON INDUSTRIAL DISTRICT NO. 2 ADDITION "REVISED"
ELIJAH MERIDITH SURVEY, ABSTRACT NO. 1081 & DAVID C STRICKLAND SURVEY, ABSTRACT NO. 1408 CITY OF SAGINAW, TARRANT COUNTY, TEXAS

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCS	9/14/2021	061300101	1 OF 1

MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCLEROY BOULEVARD
OCTOBER 12, 2021

Present at the Meeting:

Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Alternate Member	Alt. No. 2	Brent Wooten
Alternate Member	Alt. No. 1	Randy Villarreal
Director Public Works		Rick Trice
City Attorney		Lindsey Hale
Recording Secretary		Mary Ragle

Absent from the Meeting:

Chairman	Place No. 3	Matthew Lewis
Member	Place No. 4	Malinda Julien
Member	Place No. 5	Jason LaBruyere

Visitors at the Meeting:

Susy Victor, Management Analyst
John Ainsworth (KHA)
John Cervantes, Management Analyst
Zack Gensior
Kevin Burk
Doug Johnson
Michelle Rawls
Abbra Nusser (KHA_

(1) Call to Order

Vice Chairman Haney called the meeting to order at 6:00 p.m.

(2) Roll Call to Establish Quorum

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

(3) Audience participation

Vice Chairman Haney explained the procedure to follow to address the Commission.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on September 14, 2021 were presented for approval. A motion was made by Member Barngrover with a second by Alternate Member Villarreal to approve the minutes for September 14, 2021 as presented. Motion carried unanimously.

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

(5) PZ 1021-01 PUBLIC HEARING
Consideration And Action For A Request To Amend A Portion Of The Planned Development, The Square, That Was Approved By City Council On April 16, 2019, Combining Tracts 2 and 5 to Tract 2A Planned Development (MF2)

Vice Chairman Haney opened the Public Hearing at 6:02 p.m.

DPW Trice reviewed the information in the members' packets.

Zack Gensior represented the developer for this item. DPW Trice and Mr. Gensior answered the members questions and addressed their concerns.

Vice Chairman Haney closed the Public Hearing at 6:11 p.m.

A motion was made by Member Barngrover with a second by Alternate Member Villarreal to recommend that the City Council approve the request to amend combining tracts 2 and 5 of the Square Planned Development

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

(6) PZ 1021-02
Consideration And Action Regarding A Replat For Lots 5R And 5R2, Block 1, Burlington Industrial District No. 2 Addition "Revised", E. Meredith Survey, Abstract No. 1081 And David C Strickland Survey, Abstract 1408 City Of Saginaw, Tarrant County, Texas

DPW Trice briefly explained this request. He answered the members questions and addressed their concerns.

Michelle Rawls, stated that she is the realtor and is representing the owner for this project. She informed the members that her client, Foodliner, is planning to construct a truck wash at this location. She advised that Foodliner will be transporting flour for the flour mill on E. McLeroy.

A motion was made by Member Barngrover with a second by Alternate Member Wooten to recommend that the City Council approve the replat for Lots 5R and 5R2, Block 1, Burlington Industrial District No. 2, Revised. Motion carried.

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

(7) PZ 1021-03 PUBIC HEARING
Consideration And Action Concerning The Deletion Of A Collector Roadway From The Master Thoroughfare Plan (MTP) Located Parallel To And Immediately East Of The Burlington Northern Santa Fe Railroad Tracks From Bailey-Boswell Road To E. McLeroy Boulevard;

Vice Chairman Haney opened the Public Hearing at 6:17 p.m.

DPW Trice briefly explained that this request, stating that the current location of the north south Collector Roadway shown on the Thoroughfare Plan (MTP) has many challenges for construction. He stated that staff approves deleting the collector roadway from the MTP that is located parallel to and immediately east of the Burlington Northern Santa Fe railroad tracks from Bailey Boswell Road to E. McLeroy Boulevard.

Vice Member Haney closed the Public Hearing at 6:21 p.m.

A motion was made by Alternate Member Wooten with a second by Alternate Member Villareal to recommend that the City Council approve the request to remove the Collector Roadway from the MTP that is parallel to and immediately east of the Burlington Northern Santa Fe railroad tracks from Bailey Boswell Road to E. McLeroy Boulevard

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

(8) Comprehensive Master Plan Report

Abbra Nusser, with Kimley Horn and Associates used a power point presentation to review the process used to prepare the proposed Master Comprehensive Plan, explaining the results of this proposal for the Master Comprehensive Plan for the City of Saginaw.

(9) Staff Report
A. Discussion of Residential, Commercial, Industrial, and City Capital Projects
B. Update Commission of City Council Action on 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 Member Barngrover with a second by Alternate Member Villarreal to adjourn the meeting. Motion carried.

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

Vice Chairman Haney declared the meeting of October 12, 2021 closed at 6:52 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary

City of Saginaw

Meeting Date: 10/19/2021

Agenda Items: (10)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action Regarding Amendment #1 to the Development Agreement With Fuel City Saginaw, LLC for Intersection Improvements on Blue Mound Road (FM 156) and Industrial Blvd

BACKGROUND/DISCUSSION:

On April 6, 2021, the City approved a Development Agreement with Fuel City Saginaw, LLC (Fuel City) to fund Subsurface Utility Engineering (SUE) for the FM 156 (Blue Mound Road) and Industrial Avenue intersection (Project). Fuel City led an effort to secure authorization of the Project through the Texas Department of Transportation (TxDOT) to improve the intersection of FM 156 and Industrial Avenue. The project was funded through the North Central Texas Council of Governments COVID-19 #00X Infrastructure Program.

The City of Saginaw is taking the lead as the Local Sponsor although Fuel City, City of Fort Worth, Tarrant County and potentially the City of Blue Mound will be participants requiring one or more Development Agreements with Fuel City, and Interlocal Agreements (ILA's) for the phases of work. In addition, an Advance Funding Agreement (AFA) with TxDOT that is also on the Agenda for Council to consider. The AFA is cover the design and environmental and will be amended for the construction phase securing the local funding for the project.

Utility relocations and right-of-way costs are undetermined at this time, and as the design of the project progresses, those costs will be determined and budgets updated prior to amending the AFA with TxDOT

The proposed amendment to the Development Agreement will further define the obligations of Fuel City and the City as described below:

City's obligations:

- Commit to funding their proportional share of the local match of the construction cost
- Commit to acquire the necessary right of way for the Project
- Commit to relocate utilities as necessary for the Project

Fuel City Saginaw obligations:

- Commit to funding the Project design, environmental, and project management
- Commit to donating the Fuel City Saginaw ROW (upon City fulfilling its obligations)

FINANCIAL IMPACT:

The Financial Impact is estimated at $354,828.50. Funds are available in the Combination Tax and Revenue Certificates of Obligation authorized on August 18, 2020. $354,828.50 will be allocated from the McLeroy/Bus. 287 Traffic Signal.

RECOMMENDATION:

Staff recommends approval of Amendment #1 to the Development Agreement With Fuel City Saginaw, LLC for Intersection Improvements on Blue Mound Road (FM 156) and Industrial Blvd.

ATTACHMENTS:

Description

Development Agreement
Dev Agreement Attachment "A"
Dev Agreement Attachment "B"
Dev Agreement Attachment "C"
Dev Agreement Attachment "D"

DEVELOPMENT AGREEMENT
AMENDMENT

THIS AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR INTERSECTION IMPROVEMENTS ON BLUE MOUND ROAD (FM 156) AND INDUSTRIAL BOULEVARD (collectively the "AMENDED DEVELOPMENT AGREEMENT") is made and entered into this 19th day of October, 2021, by and between the City of Saginaw, Texas (the "City"), and Fuel City Saginaw, LLC ("Developer").

WITNESSETH

WHEREAS, Intersection Improvements on FM 156 at Industrial Blvd. and Cantrell / Sansom Rd. (the "Project"), as depicted in Exhibit "A", and it being identified and designated for funding by the Regional Transportation Council of the North Central Texas Council of Governments ("NCTCOG") under COVID-19 #00X Infrastructure Program as shown in Exhibit "B"; and

WHEREAS, the Project is being funded by a Surface Transportation Block Grant from the Federal Government; and

WHEREAS, the Project will require matching funds from the City, Texas Department of Transportation ("TxDOT"), and the city of Fort Worth, as shown on Exhibit "B"; and

WHEREAS, the TxDOT will administer the Project on behalf of the NCTCOG; and

WHEREAS, Tarrant County has recognized that the city of Blue Mound does not have available funding and has offered financial assistance toward the Project, which will be covered in a separate agreement between the City and Tarrant County; and

WHEREAS, the City and the Developer entered into a development agreement on April 6, 2021 (the "Development Agreement") for cost sharing of the Subsurface Utility Engineering ("SUE") for the Project; and

WHEREAS, the Developer has agreed to pay for the Project management, design, environmental studies and half of the SUE cost per the Development Agreement; and

WHEREAS, the City has agreed to be the Project sponsor with TxDOT; and

WHEREAS, the City and TxDOT will enter into an Advance Funding Agreement For Surface Transportation Block Grant and Local Contribution/Participation (the "AFA") which will cover the design and environmental phase of the Project (collectively the "AFA- Design Phase"); and

WHEREAS, as the Project further develops the City and TxDOT will amend the AFA that will cover the construction and funding of the Project (the "AFA – Construction / Funding Phase"); and

WHEREAS, the City and Developer acknowledge that the foregoing issues should be addressed through an amendment to the Development Agreement.

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

1. **Developer Obligations**.

A. Project Management.
   a. Developer agrees to fund the Project management and coordination of the Project.
   b. Project Management will include:
      i. Overseeing the Project design; and
      ii. Overseeing the Project environmental studies; and
      iii. Transmitting to TxDOT requisite design and environmental documents leading to the approval and construction of the Project by TxDOT; and
      iv. Overseeing the development of Project schedule and budget.
   c. Project Coordination will include:
      i. Coordinating with TxDOT the various aspects of the Project development; and
      ii. Coordinating with the cities and Tarrant County during the Project development.
   d. Project Agreement assistance will include:
      i. Provide assistance to the City with Project agreements, including the AFA, amendment to the AFA, ROW and easement acquisitions, and other interlocal agreements as needed.
      ii. Assistance to the City with Project funding agreements with the City of Fort Worth and Tarrant County.

B. Project Design.
   a. Developer agrees to fund the design of the Project (the "Project Design") and has entered into an agreement with Hayden Consultants, Inc. ("HCI") for that purpose.
      i. HCI Project Design services include:
         1. Data collection including survey and geotechnical studies; and
         2. Preparing a Project schematic; and
         3. Design of pavement, drainage facilities, traffic signal, and traffic control plans; and
         4. Preparing plans, specifications and estimates ("PS&E"); and
         5. Preparing and submitting to TxDOT the PS&E to 60%, 90% and final set for review and comments.
      ii. HCI construction engineer services will be limited to responding to RFIs and other design related questions.

C. Environmental Studies.
   a. Developer agrees to fund the environmental studies and has entered into an agreement with aci consulting ("ACI") for that purpose.
   b. ACI will develop and submit to TxDOT a Categorical Exclusion environmental document, respond to comments, and seek environmental approval by TxDOT.
   c. ACI will provide notification when the environmental approvals have been received.

D. Utilities.

a. HCI as part of the design process, based on the SUE investigation, and discussion with the City, utility providers, and other consultants, will identify utility conflicts and needed utility relocations; and
b. HCI will inform and will work with the City on the utility conflicts and will notify the City of approvals / comments from TxDOT regarding these conflicts and relocations.

E. ROW and Easements
   a. HCI as part of the design process will identify and define the needed ROW including utility and temporary construction easements; and
   b. HCI will create the ROW and utility and temporary construction easements legal documents as identified above.

F. Developer ROW and Easements
   a. ROW and temporary construction easements from Developer's property (collectively the "Developer ROW") have been identified as being needed for the Project, and as shown on the schematic, attached as Exhibit A; and
   b. Developer intends to donate this Developer ROW for the Project, contingent upon the City fulfilling the obligations in this Amended Development Agreement.

2. <u>City Obligations</u>.

A. Project Agreements.
   a. The City will timely execute the AFA-Design Phase with TxDOT that will cover the design and environmental studies for the Project in the same general form and terms as has been presented to the City for consideration, a draft form of the Advance Funding Agreement For Surface Transportation Block Grant and Local Contribution/Participation with exhibits is attached as Exhibit C.
   b. The City will actively and timely work toward entering into interlocal agreements with the City of Fort Worth, and Tarrant County as it relates to the Project including Project funding.
   c. The City will use its best efforts to amend the AFA with TxDOT for the construction and funding of the Project, referred to as the AFA – Construction / Funding Phase.

B. Project Coordination
   a. The City will timely review and participate in the Project development to expedite design, environmental studies, ROW and easement acquisition, and utility coordination and relocation.

C. Project Right of Way and Easement Acquisition
   a. The City will timely acquire or cause to be acquired ROW and / or easements that are needed for the Project, according to TxDOT standards and procedures.

D. Utilities
   a. The City will timely relocate or cause to be relocated any utility relocations that

are needed for the Project, according to TxDOT standards and procedures.

b. The City will be responsible for the design of the utility relocations.

E. Project Budget

a. A Project Budget has been prepared and agreed to by the Parties, included in the Project Budget is a breakdown of the Project component including project management, design, environmental studies, right-of-way, utilities, and construction costs, and is attached as Exhibit D.

b. The Project Budget includes an estimate of the allocation of the Project costs to the entities associated with the Project including Developer, City, city of Fort Worth, Tarrant County, State (TxDOT), and Federal.

c. Neither Party warrants nor represents the costs associated in the Project Budget, it solely an estimate of Project costs for reference.

F. Project Funding

a. The City commits that it will timely fund its proportional share of the local match of the construction cost, to cost of acquiring the necessary Project ROW and easements, and the cost associated with relocation of utilities that are in conflict Project, that are in the City.

b. The City will proactively work toward obtaining the additional Project funding commitments from the city of Fort Worth and Tarrant County.

3 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.

4 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
Assistant City Manager, Dolph Johnson
djohnson@saginawtx.org

If to Developer:
Fuel City Saginaw, LLC
6315 Lakehurst Avenue
Dallas, Texas 75230
Attn: Mark Dietz, Vice President
mark@thedietzgroup.net

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

6. 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.

7. 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.

8. 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.

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

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

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

Exhibit A	Schematic Plan FM 156 at Industrial Ave. and Cantrell / Sansom Rd., Tarrant County, (CSJ: 0718-02-076)
Exhibit B	COVID-19 #00X Infrastructure Program, Regional Transportation Council
Exhibit C	Draft form of: Advance Funding Agreement For Surface Transportation Block Grant and Local Contribution / Participation On-System
Exhibit D	Project Budget

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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:

Fuel City Saginaw, LLC

By: _____
Mark Dietz, Vice President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Mark Dietz, the Vice President of Fuel City Saginaw, on behalf of said entity.

_____
Notary Public, State of Texas

Exhibit A

Schematic Plan FM 156 at Industrial Ave. and Cantrell / Sansom Rd., Tarrant County
(CSJ: 0718-02-076)

Exhibit B

COVID-19 #00X Infrastructure Program, Regional Transportation Council

Exhibit C

Draft form of: Advance Funding Agreement For Surface Transportation Block Grant and Local Contribution / Participation On-System

Exhibit D

Project Budget

156LMAP01.dgn

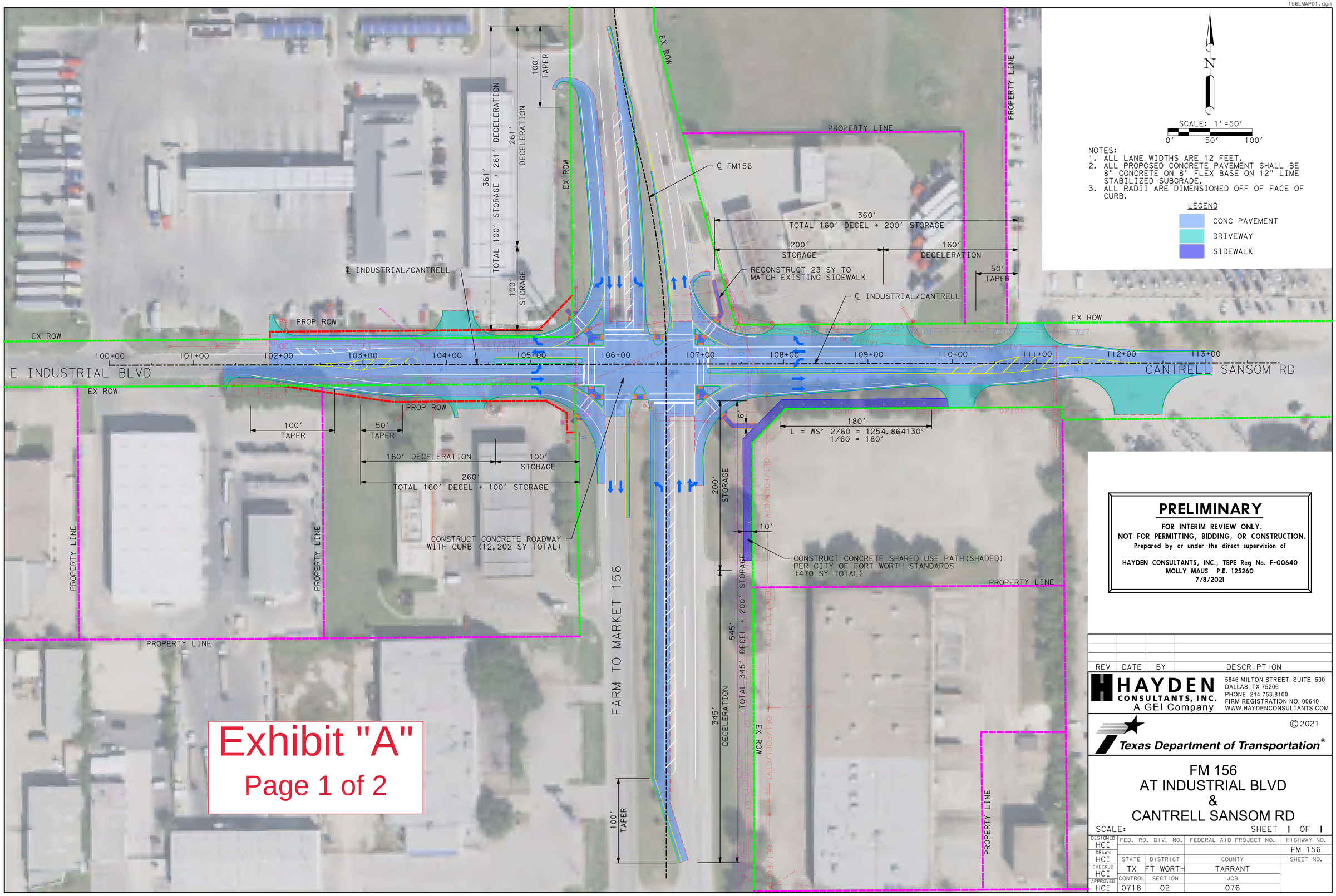


Exhibit "A"
Page 1 of 2

PRELIMINARY

FOR INTERIM REVIEW ONLY.
NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the direct supervision of

HAYDEN CONSULTANTS, INC., TBPE Reg No. F-00640
MOLLY MAUS P.E. 125260
7/8/2021

REV	DATE	BY	DESCRIPTION

HAYDEN CONSULTANTS, INC.
A GEI Company
5646 MILTON STREET, SUITE 500
DALLAS, TX 75206
PHONE 214.753.8100
FIRM REGISTRATION NO. 00640
WWW.HAYDENCONSULTANTS.COM

©2021

Texas Department of Transportation®

FM 156
AT INDUSTRIAL BLVD
&
CANTRELL SANSOM RD

SCALE: SHEET 1 OF 1

DESIGNED	FED. RD. DIV. NO.		FEDERAL AID PROJECT NO.	HIGHWAY NO.
HCI				FM 156
DRAWN	STATE	DISTRICT	COUNTY	SHEET NO.
HCI	TX	FT WORTH	TARRANT	
CHECKED	CONTROL	SECTION	JOB	
HCI	0718	02	076	
APPROVED				
HCI				

USER: cmcdermot
DATE: 7/8/2021
SCALE: 1:50
FILE: Z:\Projects\21007777\Design\FM 156 and Cantrell Sansom\DGN\SHT\156LMAP01.dgn
TIME: 6:04:44 PM
PENTABLE: 21007777PENTABLE.tb
PLOT DRIVER: TXDOT_PDF_COLOR_FULL.plt<cfg

156ROWLMAP01.dgn

8.731 ACRES
SPECIAL WARRANTY DEED
STEELE FOLSOME MARTIN, INC. TO
FUEL CITY SAGINAW, LLC
SEPTEMBER 30, 2016
T.C.C.F. #: D216232245

PROP 30' X 30'
EASEMENT

EX ROW

SPECIAL WARRANTY DEED
TO
DELANEY PROPERTIES, INC.
NOVEMBER 05, 1993
T.C.C.F. #: D193246520

PROPERTY LINE

PROPERTY LINE

℄ FM156

℄ INDUSTRIAL/CANTRELL

PROPOSED ROW DEDICATION
(448 SY)

PROP 20' X 26'
EASEMENT

PROP ROW

9'

PROP 20' X 70'
EASEMENT

EX ROW

EX ROW

100+00 101+00 102+00 103+00 104+00 105+00 106+00 107+00 108+00 109+00 110+00 111+00 112+00 113+00

E INDUSTRIAL BLVD

CANTRELL SANSOM RD

EX ROW

PROP 5' X 15'
EASEMENT

PROP ROW

20'

PROP 25' X 60'
EASEMENT

PROPOSED ROW DEDICATION
(690 SY)

6'

2.001 ACRES
LOT 1B, BLOCK A
WARRANTY DEED W/VL
FREEMAN ELECTRIC CO., INC. TO
NIR INVESTMENTS, LTD.
NOVEMBER 14, 2000
T.C.C.F. #: D201017292

2.0755 ACRES
QUITCLAIM DEED
QUICKTRIP CORPORATION TO
OT SOUTH, LLC
MAY 02, 2020
T.C.C.F. #: D220101248

TRACT 1
SPECIAL WARRANTY DEED
NORTHBROOK 820, LLC TO
LONGHORN 100 VENTURES, LLC
MARCH 03, 2020
T.C.C.F. #: D220053844

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

FARM TO MARKET 156

PROPERTY LINE

2.64 ACRES
TRACT 2
SPECIAL WARRANTY DEED
NORTHBROOK 820, LLC TO
LONGHORN 100 VENTURES, LLC
MARCH 02, 2020
T.C.C.F. #: D220053844

EX ROW

PROPERTY LINE

LOT 3
BLOCK 2

N

SCALE: 1"=50'
0' 50' 100'

NOTES:
1. ALL LANE WIDTHS ARE 12 FEET.
2. ALL PROPOSED CONCRETE PAVEMENT SHALL BE 8" CONCRETE ON 8" FLEX BASE ON 12" LIME STABILIZED SUBGRADE.
3. ALL RADII ARE DIMENSIONED OFF OF FACE OF CURB.

PRELIMINARY

FOR INTERIM REVIEW ONLY.
NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the direct supervision of

HAYDEN CONSULTANTS, INC., TBPE Reg No. F-00640
MOLLY MAUS P.E. 125260
7/8/2021

REV	DATE	BY	DESCRIPTION

HAYDEN CONSULTANTS, INC.
A GEI Company
5646 MILTON STREET, SUITE 500
DALLAS, TX 75206
PHONE 214.753.8100
FIRM REGISTRATION NO. 00640
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Texas Department of Transportation®

FM 156 AT INDUSTRIAL BLVD & CANTRELL SANSOM RD ROW EXHIBIT

SCALE: SHEET 1 OF 1

DESIGNED	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HCI			FM 156
DRAWN	STATE / DISTRICT	COUNTY	SHEET NO.
HCI	TX / FT WORTH	TARRANT	
CHECKED	CONTROL / SECTION	JOB	
HCI	0718 / 02	076	
APPROVED			
HCI			

Exhibit "A"
Page 2 of 2

USER: gmcdermott
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Exhibit "B"

COVID-19 #00X Infrastructure Program (Round 3)
Draft Funding Recommendations

COVID-19 ID#	Implementing Agency	City	Project/Facility	Limits	Project Scope	Fiscal Year	Phase	Proposed Funding								Comments
								Federal CMAQ (CAT 5)	Federal STBG (CAT 7)	Regional Toll Revenue (RTR)	State	Local	Private	Transportation Development Credits	Total Proposed Funding	
20	TxDOT Fort Worth	Forest Hill	Forest Hill Drive	At Forest Hill Circle and IH 20 Frontage Roads	Signal and intersection improvements, including signal retiming	2021	C	$500,000	$0	$0	$0	$0	$0	100,000	$500,000	Regional TDCs to be utilized in lieu of a local cash match
Subtotal								**$500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**100,000**	**$500,000**	
21	TxDOT Fort Worth	Fort Worth	Worth Creek Parkway	at Chisholm Trail Parkway	Construct interchange	2024	C	$0	$20,000,000	$0	$0	$0	$0	4,000,000	$20,000,000	Regional TDCs to be utilized in lieu of a local cash match; Project may be expedited if it can be built earlier than 2024
Subtotal								**$0**	**$20,000,000**	**$0**	**$0**	**$0**	**$0**	**4,000,000**	**$20,000,000**	
22	TxDOT Fort Worth	Fort Worth	IH 820	At Trinity Railway Express (TRE) Line (From North of Trinity Blvd to South of SH 10)	Reconstruct northbound general purpose lanes and approaches	2021	E	$0	$2,800,000	$0	$700,000	$0	$0	-	$3,500,000	Project is part of a 50/50 partnership between the RTC and TxDOT; Project will be funded with STBG up front with TxDOT reimbursing half with a funding source to be determined; Any matching funds paid by TxDOT would reduce the repayment amount
						2021	U	$0	$80,000	$0	$20,000	$0	$0	-	$100,000	
						2022	C	$0	$28,000,000	$0	$7,000,000	$0	$0	-	$35,000,000	
Subtotal								**$0**	**$30,880,000**	**$0**	**$7,720,000**	**$0**	**$0**	**-**	**$38,600,000**	
23	TxDOT Fort Worth	Various	IH 20	Lake Shore Drive to FM 1187	Installation of detectors, CCTV, fiber optic communication system	2023	C	$2,720,000	$0	$0	$680,000	$0	$0	-	$3,400,000	
Subtotal								**$2,720,000**	**$0**	**$0**	**$680,000**	**$0**	**$0**	**-**	**$3,400,000**	
24	TxDOT Fort Worth	Various	FM 156	At Industrial Blvd	Construct intersection improvements, including left and right turn lanes, and sidewalks	2021	E	$0	$0	$0	$0	$0	$299,108	-	$299,108	Private sector developer to pay for cost of engineering; 20% match to be contributed by TxDOT, City of Fort Worth, and City of Saginaw; Construction cost includes 3 years of inflation at 4% per year
						2023	C	$0	$2,691,650	$0	$288,848	$384,065	$0	-	$3,364,563	
Subtotal								**$0**	**$2,691,650**	**$0**	**$288,848**	**$384,065**	**$299,108**	**-**	**$3,663,671**	
25	Weatherford	Weatherford	Waco Street/West Columbia Street	US 180 to FM 51/FM 171	Reconstruct and widen 2 lane roadway to 4 lane roadway, including intersection improvements at FM 51/West Columbia with new bicycle lanes and sidewalks	2022	E	$0	$1,061,160	$0	$48,840	$0	$0	212,232	$1,110,000	State funds are match to funds for on-system intersection improvements; Regional TDCs to be utilized in lieu of a local cash match for the off-system project components; City of Weatherford to repay the region for local match
						2023	R	$0	$2,650,000	$0	$0	$0	$0	530,000	$2,650,000	
						2024	C	$0	$6,672,880	$0	$307,120	$0	$0	1,150,304	$6,980,000	
Subtotal								**$0**	**$10,384,040**	**$0**	**$355,960**	**$0**	**$0**	**1,892,536**	**$10,740,000**	
26	Dallas	Dallas	Martin Luther King Blvd/TREC Project	From SH 352 to Lamar Avenue	Engineering to reroute truck traffic and to create a context sensitve design/road diet	2021	E	$0	$0	$500,000	$0	$0	$0	-	$500,000	No match required; Environmental Justice project; RTR 121 - DA2 account funds
Subtotal								**$0**	**$0**	**$500,000**	**$0**	**$0**	**$0**	**-**	**$500,000**	
27	Dallas	Dallas	Dallas Traffic Signal Project	Bounded by IH 35 on the West, IH 635 on the East and North, and Northwest Highway to the South; Hampton Road from Leath Street to Camp Wisdom; Lancaster Road from Elmore Avenue to Shellhorse Drive	Design and construct 22 signals in area damaged by 2019 tornado, 9 signals along Hampton Road, 13 signals along Lancaster; All signal work includes signal retiming	2021	E	$0	$2,350,000	$0	$0	$587,500	$0	-	$2,937,500	CMAQ funds for signal retiming only; City of Dallas MTP Policy Bundle TDCs to be utilized in lieu of a local cash match for a portion of the project
						2022	C	$220,000	$11,730,000	$0	$0	$1,535,000	$0	1,162,000	$13,485,000	
Subtotal								**$220,000**	**$14,080,000**	**$0**	**$0**	**$2,122,500**	**$0**	**1,162,000**	**$16,422,500**	
28	Dallas/NCTCOG	Dallas	High-Speed Rail/Cedars Planning Study	Bounded by Good Latimer on the East, Corinth on the South, the Trinity River on the West, and Young Street on the North	Planning study to look at potential improvements to the grid system over IH 30 and in the Cedars Neighborhood of Dallas, and to review the potential for placing ~~buildings~~ structures on top of IH 30; Includes preliminary engineering for improvements that come out of planning work	2021	E	$0	$4,000,000	$0	$0	$1,000,000	$0	-	$5,000,000	
Subtotal								**$0**	**$4,000,000**	**$0**	**$0**	**$1,000,000**	**$0**	**-**	**$5,000,000**	
29	Dallas	Dallas	Pedestrian Routes to Rail Stations	At Dallas Zoo DART Station	Construct sidewalks and other pedestrian improvements at and around the Dallas Zoo DART Station/Southern Gateway Public Green and make system connections to the Perot Museum/Klyde Warren Park	2023	C	$0	$4,000,000	$0	$0	$0	$0	800,000	$4,000,000	City of Dallas MTP Policy Bundle TDCs to be utilized in lieu of a local cash match; $3.3M of the funds are for the Dallas Zoo DART Station with the balance for other connections
Subtotal								**$0**	**$4,000,000**	**$0**	**$0**	**$0**	**$0**	**800,000**	**$4,000,000**	
30	Dallas	Dallas	Bicycle Master Plan	Citywide	Update citywide bicycle master plan; Project will include consultant work	2022	I	$0	$150,000	$0	$0	$37,500	$0	-	$187,500	
Subtotal								**$0**	**$150,000**	**$0**	**$0**	**$37,500**	**$0**	**-**	**$187,500**	
31	Dallas	Dallas	Fair Oaks Ave	Ridgecrest to Walnut Hill Lane	Implement bike lanes along Fair Oaks Ave	2024	C	$350,000	$0	$0	$0	$87,500	$0	-	$437,500	
Subtotal								**$350,000**	**$0**	**$0**	**$0**	**$87,500**	**$0**	**-**	**$437,500**	

Exhibit "C"

TxDOT:			Federal Highway Administration:	
CSJ #	0718-02-076		CFDA No.	20.205
District #	02-Fort Worth		CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250			
Project Name	FM 156 at Industrial Blvd		*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
SURFACE TRANSPORTATION BLOCK GRANT AND
LOCAL CONTRIBUTION/PARTICIPATION
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Saginaw**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construct intersection improvements, including left and right turn lanes, and sidewalks.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not

specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**N/A**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of intersection improvements including left and right turn lanes, and sidewalks where needed. The construction includes grading, pavement, drainage, traffic signals, safety lighting, and pavement markings. The Project is to provide relief to the heavy truck turning movements at this intersection.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project

successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

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H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this

Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any

cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

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In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was

on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real

property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Saginaw ATTN: Mayor 333 West McLeroy Boulevard Saginaw, TX 76051	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made

by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope

of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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TxDOT:			Federal Highway Administration:	
CSJ #	0718-02-076		CFDA No.	20.205
District #	02-Fort Worth		CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250			
Project Name	FM 156 at Industrial Blvd		*AFA Not Used For Research & Development*	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
Kenneth Stewart	
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

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Exhibit "D"

FM 156 Project Budget

	Task / Work Effort	Developer	Saginaw	Fort Worth	Tarrant County (Blue Mound)	State	Federal	Totals	Notes
AFA 1	Program Administration								
	Program Management	$ 82,451.00	$ -	$ -	$ -	$ -	$ -	$ 82,451.00	
	Data Collection								
	Survey	$ 23,845.00	$ -		$ -	$ -	$ -	$ 23,845.00	Additional survey required
	Geotech	$ 11,122.00			$ -	$ -	$ -	$ 11,122.00	
	Advance Project Development								
	Schematic	$ 46,804.00			$ -	$ -	$ -	$ 46,804.00	
	Environmental Studies	$ 10,000.00			$ -	$ -	$ -	$ 10,000.00	
	Design							$ -	
	Proj Mgmt., PS&E, Bridge, TCP	$ 88,606.00			$ -	$ -	$ -	$ 88,606.00	
	ROW Mapping	$ 7,500.00						$ 7,500.00	Est. for Parcel Plat/ Legal, only
	Traffic Signals	$ 28,780.00			$ -	$ -	$ -	$ 28,780.00	
AFA 2	Right of Way							$ -	
	ROW - Purchase Cost	$ -	$ 112,104.00	$ -	$ -	$ -	$ -	$ 112,104.00	Estimate for All Parcels
	ROW - Acquisition Fee	$ -	$ 41,900.00	$ -	$ -	$ -	$ -	$ 41,900.00	Estimate for ROW Services
	Utilities							$ -	
	SUE		$ 10,300.00	$ 5,150.00	$ 5,150.00			$ 20,600.00	1/2 SUE initally pd. by devloper
	Utility Coordination	$ -	$ 8,492.00	$ 4,246.00	$ 4,246.00			$ 16,984.00	Estimate for UC Services
	Utility Relocation	$ -	TBD	TBD	TBD			$ -	Utility relocations TBD
	Construction							$ -	
	Estimated Construction		$ 192,032.50	$ 96,016.25	$ 96,016.25	$ 288,848.00	$ 2,691,650.00	$ 3,364,563.00	CE&I by TxDOT
	Totals	$ 299,108.00	$ 364,828.50	$ 105,412.25	$ 105,412.25	$ 288,848.00	$ 2,691,650.00	$ 3,855,259.00	

City of Saginaw

Meeting Date: 10/19/2021

Agenda Items: (11)

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

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action Regarding Execution of an Advance Funding Agreement with the Texas Department of Transportation for Advance Funding Agreement for Surface Transportation Block Grant and Local Contribution/Participation with the Texas Department of Transportation and Resolution Adoption (Resolution No. 2021-23)

BACKGROUND/DISCUSSION:
On April 6, 2021, approved a Developer Agreement with Fuel City Saginaw, LLC (Fuel City) to fund Subsurface Utility Engineering the FM 156 (Blue Mound Road) and Industrial Avenue intersection (Project). Fuel City led an effort to secure authorization of the Project through the Texas Department of Transportation (TxDOT) to improve the intersection of FM 156 and Industrial Avenue. The project was funded through the North Central Texas Council of Governments COVID-19 #00X Infrastructure Program. The City of Saginaw is taking the lead as the Local Sponsor although Fuel City, City of Fort Worth, Tarrant County and potentially the City of Blue Mound will be participants requiring one or more Development Agreements and Inter-Local Agreements (ILA's) for the phases of work.

The Advance Funding Agreement for Surface Transportation Block Grant and Local Contribution/Participation with the Texas Department of Transportation (AFA) will cover the Design and Environmental phases of the work. Subsequent amendments will cover detailed utility clearance and construction phases.

Amendment #1 to the Development Agreement with Fuel City, being considered as a separate agenda item, will assign the costs of the design and environmental identified in the AFA to Fuel City.

FINANCIAL IMPACT:
NA

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2021-23 and authorize the execution of Advance Funding Agreement for Surface Transportation Block Grant and Local Contribution/Participation.

ATTACHMENTS:

Description

Advance Funding Agreement
Advance Funding Agreement Attachment A - Resolution 2021-23
Advance Funding Agreement Attachment B - Map
Advance Funding Agreement Attachment C - Project BudgetMap

TxDOT:			Federal Highway Administration:	
CSJ #	0718-02-076		CFDA No.	20.205
District #	02-Fort Worth		CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250			
Project Name	FM 156 at Industrial Blvd		*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
SURFACE TRANSPORTATION BLOCK GRANT AND
LOCAL CONTRIBUTION/PARTICIPATION
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Saginaw**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construct intersection improvements, including left and right turn lanes, and sidewalks.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not

specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**N/A**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of intersection improvements including left and right turn lanes, and sidewalks where needed. The construction includes grading, pavement, drainage, traffic signals, safety lighting, and pavement markings. The Project is to provide relief to the heavy truck turning movements at this intersection.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project

successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

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H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this

Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any

cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

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In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was

on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real

property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Saginaw ATTN: Mayor 333 West McLeroy Boulevard Saginaw, TX 76051	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made

by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope

of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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TxDOT:			Federal Highway Administration:	
CSJ #	0718-02-076		CFDA No.	20.205
District #	02-Fort Worth		CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250			
Project Name	FM 156 at Industrial Blvd		*AFA Not Used For Research & Development*	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
Kenneth Stewart	
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

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RESOLUTION NO. 2021-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS IN SUPPORT OF ENTERING INTO AN ADVANCE FUNDING AGREEMENT FOR A SURFACE TRANSPORTATION BLOCK GRANT PROJECT BY AND BETWEEN THE CITY OF SAGINAW, TEXAS AND THE STATE OF TEXAS ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Saginaw (the "City") 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 is authorized to enter into contracts with the State of Texas, including advance funding agreements with the Texas Department of Transportation ("TxDOT"); and

WHEREAS, the City has been presented a proposed advance funding agreement by and between the City and TxDOT, which provides funding to improve the intersection of FM 156 (Blue Mound Road) and Industrial Avenue (the "FM 156 Project"); and

WHEREAS, the FM 156 Project is to provide relief to the heavy truck turning movements at this intersection; and

WHEREAS, the FM 156 Project is to reconstruct and widen the intersection, adding left and right lanes where needed, and includes grading, pavement, traffic signals, safety lighting, and pavement markings; and

WHEREAS, the FM 156 Project is funded through the North Central Texas Council of Governments COVID-19 #00X Infrastructure Program; and

WHEREAS, the City supports entering into an advance funding agreement with the State of Texas acting by and through the TxDOT for the FM 156 Project (CSJ: 0718-02-076)

WHEREAS, the City possesses the funds on hand to participate on the FM 156 Project, and is committed, subject to the terms and conditions of the final advance funding agreement, to paying overruns related to environmental, and engineering costs, as applicable.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saginaw, Texas, that:

Section 1.

The City of Saginaw supports entering into an advance funding agreement with TxDOT for the FM 156 Project, which is to reconstruct and widen the intersection, adding left and right lanes where needed, and includes grading, pavement, traffic signals, safety lighting, and pavement markings.

Section 2.

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City and made a part hereof for all purposes.

ADOPTED AND APPROVED THIS 19th DAY OF OCTOBER, 2021

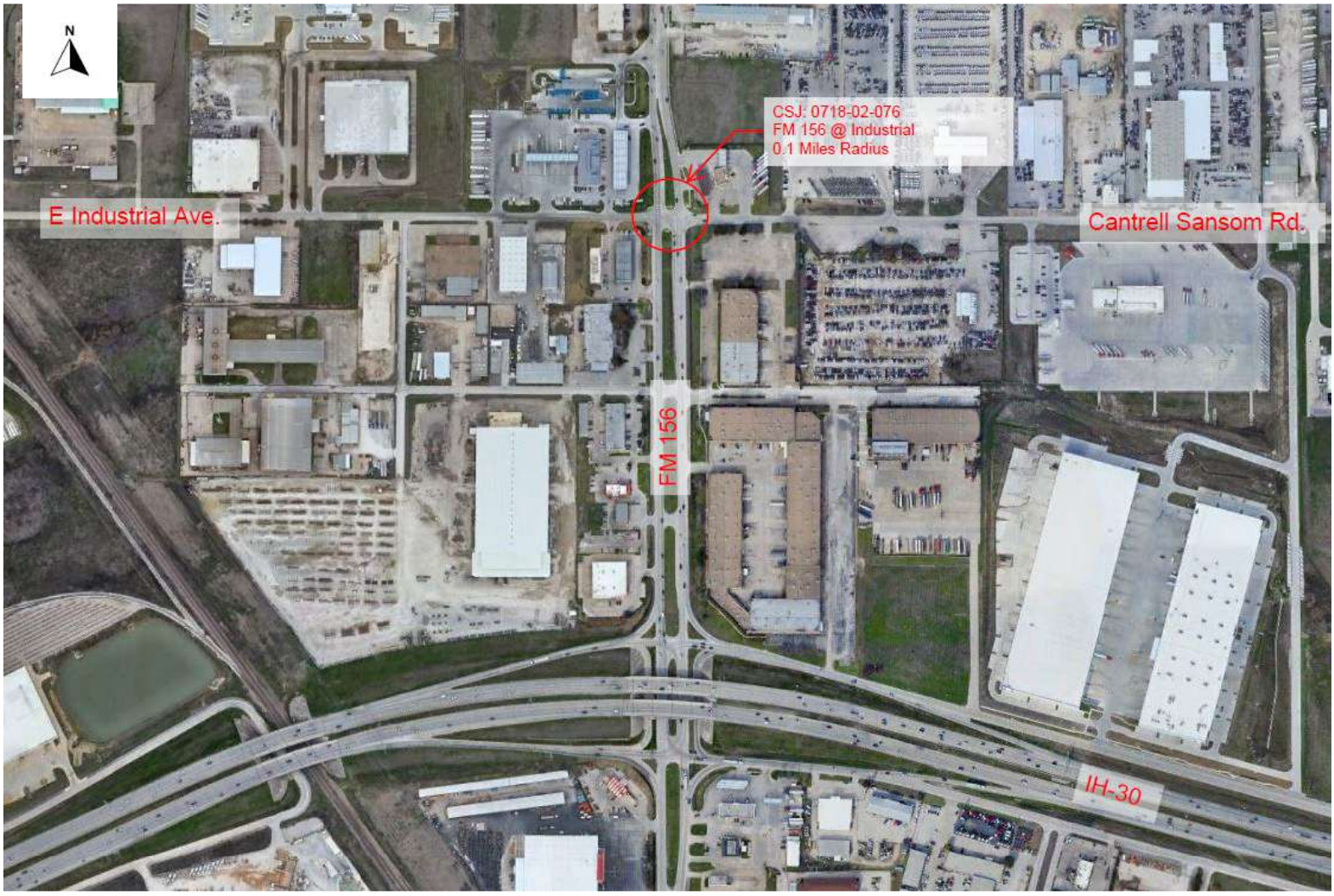
APPROVED: _____
Todd Flippo, Mayor

ATTEST: _____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY: _____
Bryn Meredith, City Attorney

TxDOT:			Federal Highway Administration:	
CSJ #	0718-02-076		CFDA No.	20.205
District #	02-Fort Worth		CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250			
Project Name	FM 156 at Industrial Blvd		*AFA Not Used For Research & Development*	

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



TxDOT:			Federal Highway Administration:	
CSJ #	0718-02-076		CFDA No.	20.205
District #	02-Fort Worth		CFDA Title	Highway Planning and Construction
Code Chart 64 #	37250			
Project Name	FM 156 at Industrial Blvd		*AFA Not Used For Research & Development*	

ATTACHMENT C
PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding until the funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	$10,000	0%	$0	0%	$0	100%	$10,000
Engineering (by Local Government)	$289,108	0%	$0	0%	$0	100%	$289,108
Subtotal	$299,108		$0		$0		$299,108
Environmental Direct State Costs	$500	0%	$0	100%	$500	0%	$0
Right of Way Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Engineering Direct State Costs	$14,455	0%	$0	100%	$14,455	0%	$0
Utility Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Construction Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Indirect State Costs	$13,520	0%	$0	100%	13,520	0%	$0
TOTAL	$327,586		$0		$28,478		$299,108

Initial payment by the Local Government to the State: $0.00
Payment by the Local Government to the State before construction: $0.00
Estimated total payment by the Local Government to the State $0.00
This is an estimate. The final amount of Local Government participation will be based on actual costs.

City of Saginaw

Meeting Date: 10/19/2021

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

Agenda Items: (12)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
PUBLIC HEARING - Consideration and Action concerning the Deletion of a Collector Roadway from the Master Thoroughfare Plan (MTP) located parallel to and immediately east of the Burlington Northern Santa Fe railroad tracks from Bailey-Boswell Road to E. McLeroy Boulevard.

BACKGROUND/DISCUSSION:
In 2018, the City's Master Thoroughfare Plan (MTP) was amended to add a north south collector roadway (40' roadway/60' Right-of-Way) from Basswood Boulevard and McLeroy Boulevard on east of and parallel to the Burlington Northern Santa Fe Railroad. The collector was to provide additional north-south circulation between in the area between Saginaw Boulevard and FM 156.

The roadway alignment has several issues that makes its feasibility questionable including very close proximity to existing residential development, FEMA floodplain/floodway encroachments, probable mitigation due to impacts on wetlands under Section 404 of the Clean Water Act, and an existing conflict with existing industrial development near it terminus at E. McLeroy Boulevard.

In addition, there has been an interest in a new industrial development at it southern terminus that would be severely impacted by requirement to dedicate right-of-way for the roadway. The dedication would may likely result in a taking of the entire tract based on its impact.

Based on the aforementioned issues, staff recommends that the Master Thoroughfare be amended to delete the proposed collector roadway from the MTP as shown on the attached exhibits.

The Planning and Zoning Commission considered the MTP Amendment at it October 12, 2021 meeting and unanimously recommended approval.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:

It is recommended that the deletion of a Collector Roadway from the Master Thoroughfare Plan (MTP) located parallel to and immediately east of the Burlington Northern Santa Fe railroad tracks from Bailey-Boswell Road to E. McLeroy Boulevard be approved.

ATTACHMENTS:

Description

Existing MTP with Highlighted Collector
Revised MTP
P&Z Packet Agenda Item 10-12-21
P&Z Minutes 10-12-21

City Map Of Saginaw, Texas

MASTER THOROUGHFARE PLAN

Kimley»Horn

September 2021

City of Saginaw

N

500 0 500

Feet

Street Classification	Designation	Minimum Right-of-Way	Minimum Roadway Width	No. of Lanes and Width	Parking Lanes and Width	Median Width	Parkway Width Sidewalks Required
Principal Arterial	P6D	120'	(2) 36'	6 lanes - 12'	None	20'	14' - Yes
Minor Arterial	M4D	100'	(2) 26'	2-12' & 2-14'	None	20'	14' - Yes
	M4U	68'	48'	4 lanes - 12'	None	None	14' - Yes
Collector	C	60'	40'	2-12' & 2-8'	2 - 8'	None	10' - Yes
Local B	NA	56'	36'	2-10' & 2-8'	2 - 8'	None	10' - Yes
Local A	NA	50'	30'	1-14' & 2-8'	2 - 8'	None	11' - Yes
Limited Local	NA	40'	24'	3 - 8'	2 - 8'	None	8' - Yes

Saginaw Master Thoroughfares

- C - Collector
- M - Minor Arterial
- P - Principal Arterial
- L - Local Street

Surrounding Thoroughfares

- Freeway
- Principal Arterial
- Major Arterial
- Minor Arterial

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

City Map Of Saginaw, Texas

MASTER THOROUGHFARE PLAN

Kimley»Horn

September 2021

City of Saginaw

N

500 0 500

Feet

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City of Saginaw

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

MEETING DATE: October 12, 2021

TO: Chairman and Members, Saginaw Planning and Zoning Commission

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

SUBJECT: PUBLIC HEARING - Consideration and Action concerning the Deletion of a Collector Roadway from the Master Thoroughfare Plan (MTP) located parallel to and immediately east of the Burlington Northern Santa Fe railroad tracks from Bailey-Boswell Road to E. McLeroy Boulevard.

In 2018, the City's Master Thoroughfare Plan was amended to add a north south collector roadway (40' roadway/60' Right-of-Way) from Basswood Boulevard and McLeroy Boulevard on east of and parallel to the Burlington Northern Santa Fe Railroad. The collector was to provide additional north-south circulation between in the area between Saginaw Boulevard and FM 156.

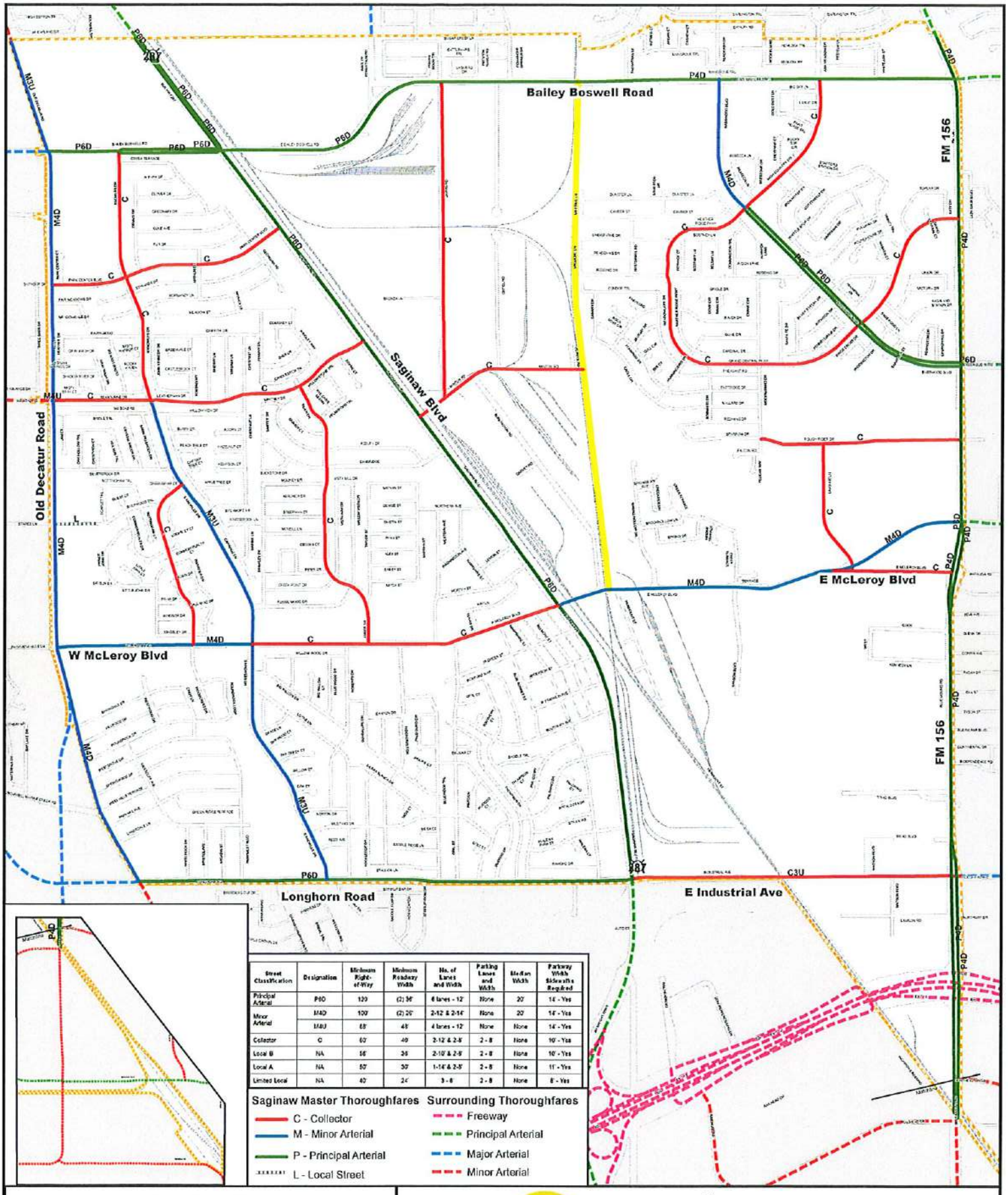
The roadway alignment has several issues that makes its feasibility questionable including very close proximity to existing residential development, FEMA floodplain/floodway encroachments, probable mitigation due to impacts on wetlands under Section 404 of the Clean Water Act, and an existing conflict with existing industrial development near it terminus at E. McLeroy Boulevard.

In addition, there has been an interest in a new industrial development at it southern terminus that would be severely impacted by requirement to dedicate right-of-way for the roadway. The dedication would may likely result in a taking of the entire tract based on its impact.

Based on the aforementioned issues, staff recommends that the Master Thoroughfare be amended to delete the proposed collector roadway from the MTP as shown on the attached exhibits.

If you have any questions, please let me know.

Attachments: Existing MTP with Highlighted Collector
Final MTP with Amendment



Street Classification	Designation	Minimum Right-of-Way	Minimum Roadway Width	No. of Lanes and Width	Parking Lanes and Width	Median Width	Parkway Width Sidewalks Required
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Surrounding Thoroughfares
- Freeway
- Principal Arterial
- Major Arterial
- Minor Arterial

City Map Of Saginaw, Texas
MASTER THOROUGHFARE PLAN

Kimley»Horn

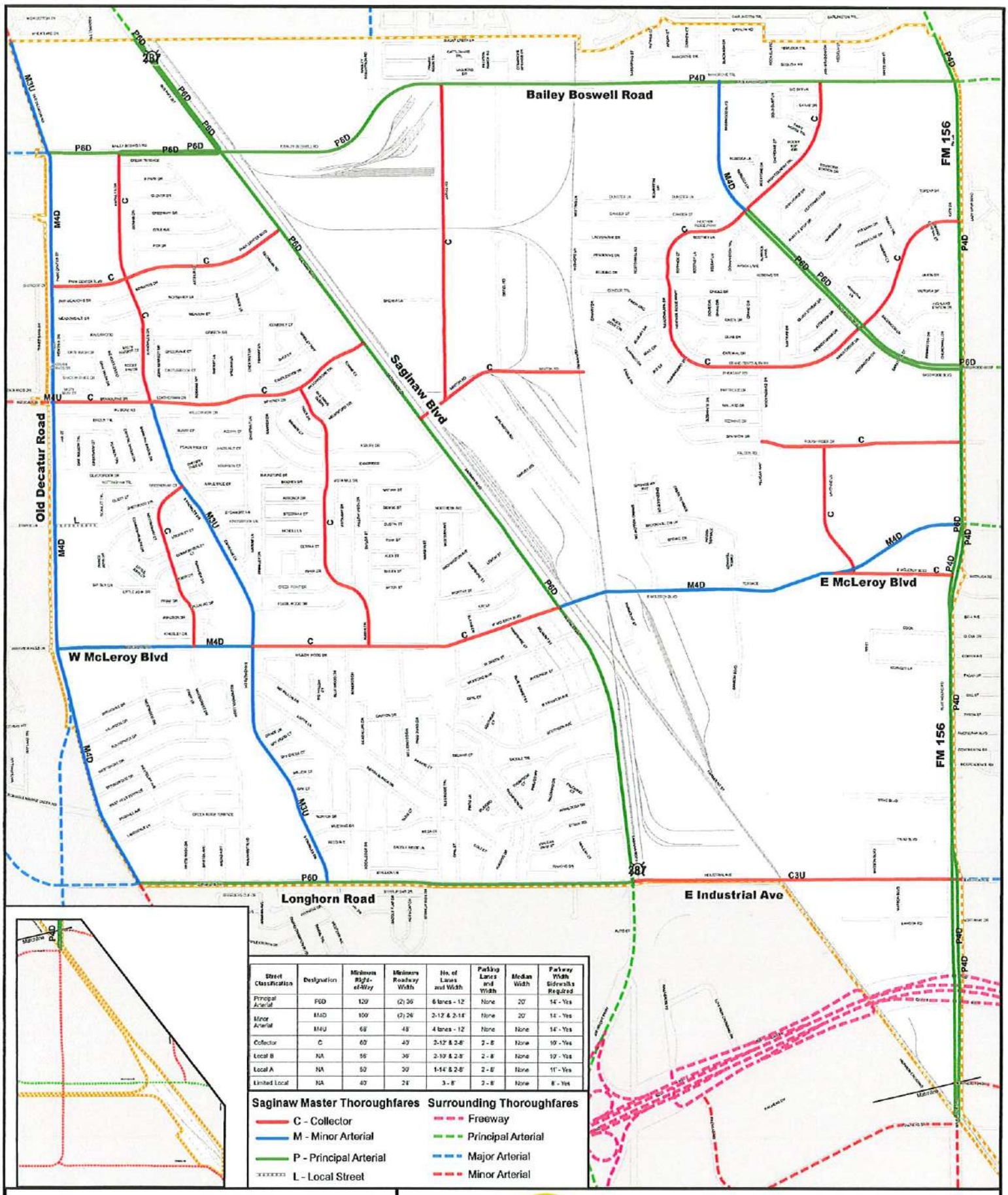
September 2021

City of Saginaw

N

500 0 500 Feet

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MASTER THOROUGHFARE PLAN

Kimley»Horn

September 2021

City of Saginaw

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Department of Defense's Innovative Readiness Training Program. The assistance will include horizontal foundational work including dirt work, road/bridge building, roof and sewer/sanitation repair on several cabins and buildings, clearing of overgrowth/trees, and other project to support camp. The proposed assistance will take place at 6200 Sand Springs Road, Fort Worth, Texas 76114. Construction contractors, labor unions, or private individuals who have questions or wish to voice opposition to military assistance for this project may contact Holly Martin at 817.738.9241 or via email at hmartin@ymcafw.org no later than 30 days after publication of this notice. Persons not filing comments within the time frame noted will be considered to have waived their objections to military assistance for this project.

IPL0041829
Sep 22,29 2021

INVITATION TO BID
MANSFIELD BURN TOWER FOUNDATION AND SKILLS PAD
CITY OF MANSFIELD
BID NUMBER – 2021-41-01-04

The City of Mansfield, Texas (Owner) will accept sealed bids for the **Mansfield Burn Tower Foundation and Skills Pad,** in accordance with the plans and specifications as prepared by Komatsu Architecture, Fort Worth, Texas.

The Owner will receive sealed bids at determine that a complete set of documents, as defined in the Instructions to Bidders are received, This web site will be updated with addenda, plan holders list, bid tabulations, additional reports, or other information relevant to bidding the Project. **A Pre-Bid Conference will be held on October 7, 2021 at 10AM** in the City of Mansfield City Hall Multi-Purpose Room.

A Cashier's Check or an acceptable Bidder's Bond, payable to the City of Mansfield, Texas, in the amount of not less than five percent (5%) of the bid amount, as well as a completed Conflict of Interest Questionnaire as required by state law, as well at the documents described in the Bid Submittal Checklist must accompany the bid.

The successful bidder will be required to provide performance, payment, and maintenance bonds and insurance as detailed in the Contract Documents.

Bid Proposal must be submitted on the forms bound within the bidding documents. No bid may be withdrawn until the expiration of forty five days (45) days from the date bids are opened. The right to accept any bid, or to reject any or all bids and to waive any or all informalities is hereby reserved by the Owner.

Questions regarding this invitation to bid should be directed to Wade McLaurin, Director of Building Services, 817/276-4222 or wade.mclaurin@mansfieldtexas.gov
IPL0041892
Sep 22,29 2021

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR PROPOSALS

Sealed bids will be received at 300 W. Main Street, Grand Prairie, Texas, and via www.PublicPurchase.com until October 12, 2021 at 2:00 PM, and publicly opened and read at that time for the purchase of the following:

RFP # 21172 – COBRA Administration and Retiree Billing

Further information and specifications may be obtained at www.PublicPurchase.com, www.gptx.org, or from the Purchasing division at (972) 237-8269.

tary Sewer
RECEIPT OF BIDS
Online via https://burlesontx.bonfirehub.com
Until 10:00 A.M. Central Time, October 11, 2021
GENERAL DESCRIPTION OF WORK
The major work will consist of the installation of approximately 7500 LF of 15" to 24" sanitary sewer line, including trench blocks, 16 manholes, replacement of certain surface improvements, and repair of roadway where the sewer is being installed beneath pavement. Also included is an asphalt pavement overlay of the entire roadway width in County Road 914 and 1021 in the upstream area of the proposed sewer main. The sewer installation continues downstream from County Road 1021 in an easterly direction through various private properties crossing Burlington Northern Santa Fe Railroad and Mockingbird Lane. All scope of work shall be bid and installed complete and in place as outlined within the Contract Documents and Specifications.
DOCUMENT EXAMINATION AND PROCUREMENTS
Specifications and Contract Documents for this project shall be available for viewing and download in electronic (PDF) format at The City of Burleson, TX (bonfirehub.com) at no cost beginning September 23, 2021.
Bidders are responsible for obtaining all addenda to the contract documents prior to the receipt time, and acknowledging them at the time of receipt. Information regarding the status

BIDS AND PROPOSALS

Eagle Mountain-Saginaw ISD will accept proposals for a Reefer Truck. Proposals will be accepted electronically through our eBidding system until October 19, 2021, prior to 2:00 p.m. CST. The contract will be awarded to the highest scoring responsive proposers according to the evaluation criteria established on Texas Education Code Section 44.031(b). Payment will be made as delivered over the life of the contract. The RFCSP documents are posted on our website: www.emsisd.com / Departments / Purchasing / Bid Opportunities, or you may call 817-847-2957 for assistance. Vendors must be registered in the EM-S ISD Purchasing online vendor registration system to view and provide a response.
IPL0042476
Sep 24,29 2021

City of Saginaw Public Notice

A Public Hearing for the purpose of consideration and action concerning a Collector Roadway to be removed from the Master Thoroughfare Plan will be conducted by the Planning and Zoning Commission at 6:00 p.m. on October 12, 2021, and by the Saginaw City Council at 6:00 p.m. on October 19, 2021 (contingent upon the receipt of a report from the Planning and Zoning Commission). The collector is located parallel to and immediately east of the Burlington Northern Santa Fe railroad tracks from Bailey-Boswell Road to E. McLeroy Boulevard. Both meetings will take place in the Council Chambers at Saginaw City Hall located at 333 West McLeroy Boulevard.
Please direct any questions regarding this matter to Rick Trice, Director of Public Works, 817-230-0449.
IPL0042816
Sep 29 2021

NOTICE TO BIDDERS

Sealed bids received by the City of Arlington at the Office of the Purchasing Manager, 101 S. Mesquite, Suite 800, Arlington, Texas, 76010 until 2:00 p.m. on the 21st of October 2021 for:

BID NUMBER: 22-0010

City of Southlake
Amy Shelley, TRMC
City Secretary
IPL0042836
Sep 29 2021

CITY OF SAGINAW
PUBLIC NOTICE

Public Hearings will be conducted by the Saginaw Planning and Zoning Commission at 6:00 p.m. on October October 12, 2021 to consider an amendment to the Planned Development on The Square located north and west of Walmart, east of Old Decatur Road Road, and west of Saginaw Boulevard combining Tracts 2 and 5 to Tract 2A Planned Development (MF2).
Public Hearings will be conducted by the Saginaw City Council at 6:00 p.m. on October 19, 2021 to consider the above mentioned request for a Planned Development and zoning change, contingent upon the receipt of a report from the Planning and Zoning Commission regarding the proposed development plan and zoning change.
Both meetings will be in the City Council Chambers, 333 West McLeroy Blvd., Saginaw, Texas.

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

Please direct any question regarding this matter to Rick Trice, P. E., Director of Public Works, 817-230-0500
IPL0042891
Sep 29 2021

NOTICE OF INTENTION TO ISSUE TOWN OF WESTOVER HILLS, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021

NOTICE IS HEREBY GIVEN that it is the intention of the Town Council of the Town of Westover Hills, Texas, to issue one or more series of the interest bearing certificates of obligation of the Town, in the aggregate principal amount not to exceed $1,000,000, for the purpose of paying contractual obligations to be incurred by the Town for: (i) constructing and improving streets, roads, and sidewalks, including related drainage and utility infrastructure for said projects, and acquiring land and interests in land and properties for said projects, and (ii) the costs and fees of professional services of attorneys, financial advisors and other professionals rendered in connection with such projects and the issuance of the certificates of obligation. The Town Council tentatively proposes to authorize the issuance of the certificates of obligation at a regular meeting of the Town Council to be held at 5:00 p.m. on November 16, 2021, in the Town of Westover Hills Town Hall, 5824 Merrymount Road, Fort Worth, Texas 76107, the regular meeting place of the Town Council. The certificates of obligation shall be payable from the levy of a direct and continuing ad valorem tax against all taxable property within the Town and from a limited pledge (not to exceed $1,000) of the surplus revenues derived from the operation of the Town's waterworks and sewer system. In the event that the Town Council will be unable to meet at Town Hall on the date set forth above, the Town will post on its website, https://www.westoverhills.us/, information for persons to attend the meeting by telephone, teleconference or other electronic means.
The Town currently has outstanding debt obligations secured by and payable from ad valorem taxes equal to $4,715,000 in principal amount and $5,258,024.79 in combined principal and interest required to pay such out-

ROOF LEAKS. Lawn Care, tree trim, handyman, fence work, haul-off. 817-500-2558

Misc. Service

HOME REPAIRS, Interior/exterior, no job to small. Free Est., License & Insured **817-566-4785**

HAULING
No job too small! Usually same day serv. Haul off, demo, clean out Free est. **817-566-4785**

ELECTRICAL & PLUMBING
Res. & Comm'l. Free Est. No job too large or too small. **817-566-4785**

Oak Firewood Seasoned $280/cord, $170/half delivered & stacked. Call 817-925-9606

PLUMBING
A to Z Military/Senior Disc All Repairs 24/7-FREE est.817-323-3418

Painting/Drywall Repair
paint int/ext texture tape & bed carpentry25yrs ex free est 817602-5134

Exterior/Interior House Painting, Roofing Leaks and Repairs and Handyman work. Call 817-744-0629.

1 owner, 66k miles, 4 wheel drive, keyless entry, leather seats
817-239-7772 $32,900

Garage Sales

2 Neighborhood Yard Sale
3 days. Fri, Sat, Sun. Oct 1-3 •76179 Lake Country Dr•76179 Timber Oaks Dr. Housewares, furniture, tools, jewelry. holiday decor. clothes..

Diamond Oaks/Parker Oaks Neighborhood Garage Sale
October 2. 2021. 8am - 1pm

Merchandise

ORIGINAL FORT WORTH GUN SHOW
TEXAS' BIGGEST!
SAT. October 9, 9am-5pm
SUN. October 10, 10am-4pm
Will Rogers Center
3401 Burnett Tandy
817-732-1194
FWGunShow.com

Whirlpool Cabrio washer and dryer WHITE
10 years old. Washer needs tub bearings and seals. $200 firm! cash only! 8176267984.

Portable Hotsprings Spa cost $6000 sell $2000 Smooth Treadmill $600 or trade for pool table 817-448-8418

Misc.

Cowboys Tickets buy/sell
214-613-1113
We buy seat options
www.CompleteTickets.com

WE POWDER COAT
PATIO FURNITURE.
LONGHORN 817-759-2224

Vintage Waterford Crystal, Kildare pat-

MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCLEROY BOULEVARD
OCTOBER 12, 2021

Present at the Meeting:

Vice Chairman	Place No. 1	Kenneth Haney
Member	Place No. 2	William Barngrover
Alternate Member	Alt. No. 2	Brent Wooten
Alternate Member	Alt. No. 1	Randy Villarreal
Director Public Works		Rick Trice
City Attorney		Lindsey Hale
Recording Secretary		Mary Ragle

Absent from the Meeting:

Chairman	Place No. 3	Matthew Lewis
Member	Place No. 4	Malinda Julien
Member	Place No. 5	Jason LaBruyere

Visitors at the Meeting:

Susy Victor, Management Analyst
John Ainsworth (KHA)
John Cervantes, Management Analyst
Zack Gensior
Kevin Burk
Doug Johnson
Michelle Rawls
Abbra Nusser (KHA_

(1) Call to Order

Vice Chairman Haney called the meeting to order at 6:00 p.m.

(2) Roll Call to Establish Quorum

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

(3) Audience participation

Vice Chairman Haney explained the procedure to follow to address the Commission.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on September 14, 2021 were presented for approval. A motion was made by Member Barngrover with a second by Alternate Member Villarreal to approve the minutes for September 14, 2021 as presented. Motion carried unanimously.

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

(5) PZ 1021-01 PUBLIC HEARING
Consideration And Action For A Request To Amend A Portion Of The Planned Development, The Square, That Was Approved By City Council On April 16, 2019, Combining Tracts 2 and 5 to Tract 2A Planned Development (MF2)

Vice Chairman Haney opened the Public Hearing at 6:02 p.m.

DPW Trice reviewed the information in the members' packets.

Zack Gensior represented the developer for this item. DPW Trice and Mr. Gensior answered the members questions and addressed their concerns.

Vice Chairman Haney closed the Public Hearing at 6:11 p.m.

A motion was made by Member Barngrover with a second by Alternate Member Villarreal to recommend that the City Council approve the request to amend combining tracts 2 and 5 of the Square Planned Development

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

(6) PZ 1021-02
Consideration And Action Regarding A Replat For Lots 5R And 5R2, Block 1, Burlington Industrial District No. 2 Addition "Revised", E. Meredith Survey, Abstract No. 1081 And David C Strickland Survey, Abstract 1408 City Of Saginaw, Tarrant County, Texas

DPW Trice briefly explained this request. He answered the members questions and addressed their concerns.

Michelle Rawls, stated that she is the realtor and is representing the owner for this project. She informed the members that her client, Foodliner, is planning to construct a truck wash at this location. She advised that Foodliner will be transporting flour for the flour mill on E. McLeroy.

A motion was made by Member Barngrover with a second by Alternate Member Wooten to recommend that the City Council approve the replat for Lots 5R and 5R2, Block 1, Burlington Industrial District No. 2, Revised. Motion carried.

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

(7) PZ 1021-03 PUBIC HEARING
Consideration And Action Concerning The Deletion Of A Collector Roadway From The Master Thoroughfare Plan (MTP) Located Parallel To And Immediately East Of The Burlington Northern Santa Fe Railroad Tracks From Bailey-Boswell Road To E. McLeroy Boulevard;

Vice Chairman Haney opened the Public Hearing at 6:17 p.m.

DPW Trice briefly explained that this request, stating that the current location of the north south Collector Roadway shown on the Thoroughfare Plan (MTP) has many challenges for construction. He stated that staff approves deleting the collector roadway from the MTP that is located parallel to and immediately east of the Burlington Northern Santa Fe railroad tracks from Bailey Boswell Road to E. McLeroy Boulevard.

Vice Member Haney closed the Public Hearing at 6:21 p.m.

A motion was made by Alternate Member Wooten with a second by Alternate Member Villareal to recommend that the City Council approve the request to remove the Collector Roadway from the MTP that is parallel to and immediately east of the Burlington Northern Santa Fe railroad tracks from Bailey Boswell Road to E. McLeroy Boulevard

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

(8) Comprehensive Master Plan Report

Abbra Nusser, with Kimley Horn and Associates used a power point presentation to review the process used to prepare the proposed Master Comprehensive Plan, explaining the results of this proposal for the Master Comprehensive Plan for the City of Saginaw.

(9) Staff Report
A. Discussion of Residential, Commercial, Industrial, and City Capital Projects
B. Update Commission of City Council Action on 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 Member Barngrover with a second by Alternate Member Villarreal to adjourn the meeting. Motion carried.

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

Against: None

Absent Chairman Lewis, Members Julien, LaBruyere

Vice Chairman Haney declared the meeting of October 12, 2021 closed at 6:52 p.m.

APPROVED:

_____
Matthew Lewis, Chairman

ATTEST:

_____
Mary Ragle, Recording Secretary

City of Saginaw

Meeting Date: 10/19/2021

Agenda Items: (13)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 18172300324

SUBJECT:
Consideration and Action regarding Resolution No. 2021-25, Setting a Public Hearing under Section 311.003 of the Texas Tax Code for the Creation of a Tax Increment Reinvestment Zone containing approximately 295.44 acres of Noncontiguous Land generally located north of Bailey Boswell Road, North of McLeroy Boulevard and West of Saginaw Boulevard, and being Wholly located within the Corporate Limits of the City of Saginaw, Texas; Authorizing the Issuance of Notice by the City Secretary of the City of Saginaw, Texas, regarding the Public Hearing; and Directing the City of Saginaw, Texas to prepare a Preliminary Reinvestment Zone Financing Plan

BACKGROUND/DISCUSSION:
Resolution No. 2021-25 calls a public hearing on November 12, 2021 for the creation of a Tax Increment Reinvestment containing 295.44 acres of noncontiguous land generally located north of Bailey Boswell Rd., North of McLeroy Blvd., and West of Saginaw Blvd.

FINANCIAL IMPACT:
N/A The purpose of this item is only to call the public hearing on November 2,. 2021.

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Resolution No. 2021-25

CITY OF SAGINAW, TEXAS

RESOLUTION NO. 2021-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE CONTAINING APPROXIMATELY 295.44 ACRES OF NONCONTIGUOUS LAND GENERALLY LOCATED NORTH OF BAILEY BOSWELL ROAD, NORTH OF MCLEROY BOULEVARD AND WEST OF SAGINAW BOULEVARD, AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAGINAW, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF THE CITY OF SAGINAW, TEXAS, REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY OF SAGINAW, TEXAS TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

WHEREAS, the City of Saginaw, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits; and

WHEREAS, the City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone containing approximately 295.44 acres of noncontiguous land generally located north of Bailey Boswell Road, north of McLeroy Boulevard, and west of Saginaw Boulevard and being wholly located within the corporate limits of the City (the "Zone"), with the boundaries of the Zone being generally depicted in **Exhibit A** attached hereto and made a part hereof for all purposes; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on November 2, 2021, on the creation of the Zone.

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

SECTION I. That a public hearing is hereby called for November 2, 2021, at 6:00 p.m., in the City Council Chamber, at Saginaw City Hall, 333 West McLeroy Boulevard, Saginaw, Texas 76179, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing.

SECTION 2. That at such time and place the City Council will hear testimony regarding (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council will consider the adoption of an ordinance creating the Zone and other related matters.

SECTION 3. That attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

SECTION 4. That the City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto as **Exhibit B** in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing on November 2, 2021.

SECTION 5. That before the November 2, 2021, hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone financing plan.

SECTION 6. That this resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

ADOPTED AND APPROVED THIS 19TH DAY OF OCTOBER 2021.

_____

Todd Flippo, Mayor

ATTEST:

_____

Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____

Bryn Meredith, City Attorney

Exhibit A

Depiction of the Proposed Zone

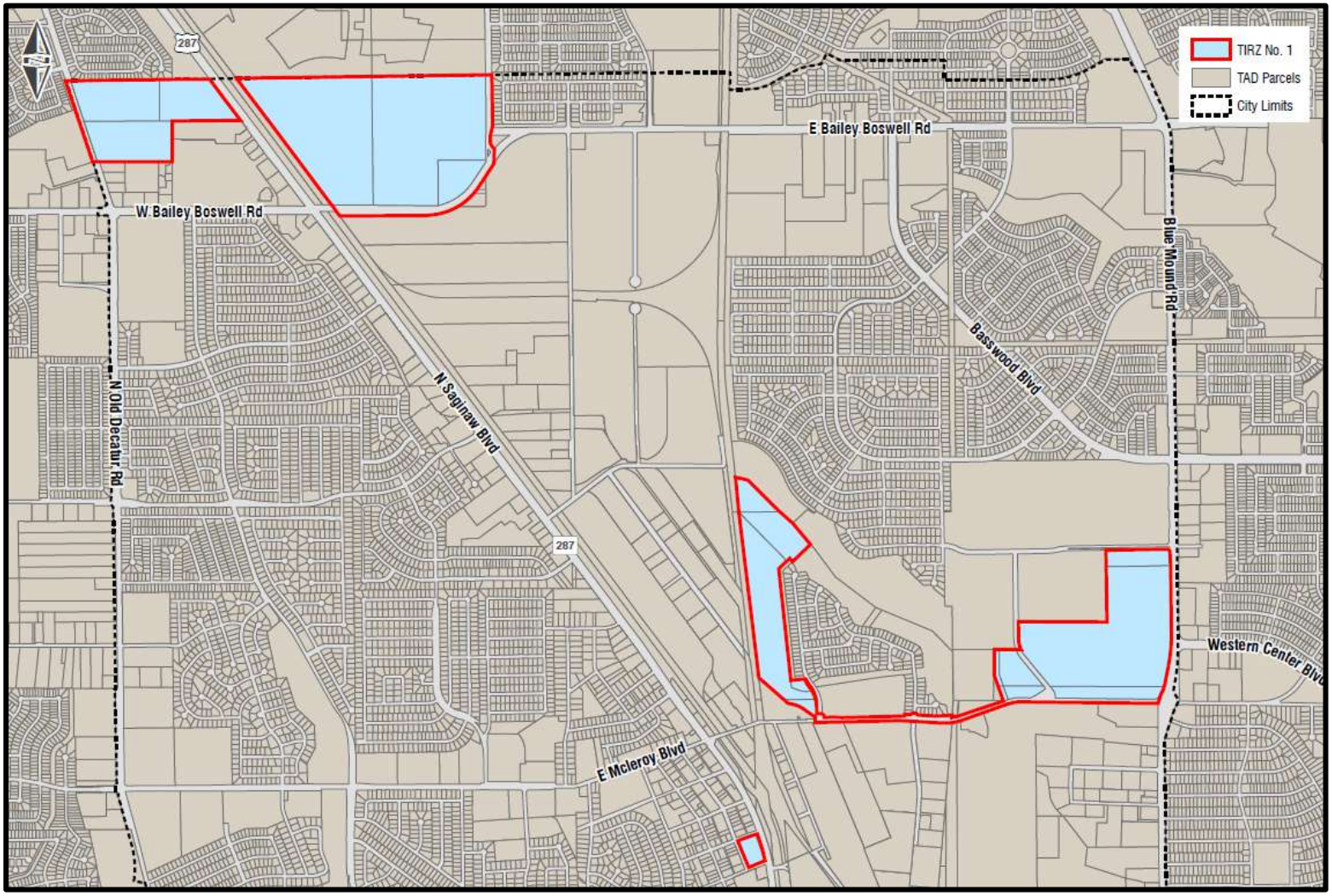


Exhibit B

CITY OF SAGINAW CITY COUNCIL
NOTICE OF PUBLIC HEARING
ON CREATION OF A REINVESTMENT ZONE

THE CITY OF SAGINAW CITY COUNCIL WILL HOLD A PUBLIC HEARING ON NOVEMBER 2, 2021 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBER LOCATED AT SAGINAW CITY HALL, 333 WEST MCLEROY BOULEVARD, SAGINAW, TEXAS 76179, ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF SAGINAW AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED ZONE, WHICH PROPOSED REINVESTMENT ZONE CONTAINS APPROXIMATELY 295.44 ACRES OF NONCONTIGUOUS LAND GENERALLY LOCATED NORTH OF BAILEY BOSWELL ROAD, NORTH OF MCLEROY BOULEVARD, AND WEST OF SAGINAW BOULEVARD AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAGINAW, TEXAS. A MAP DEPICTING THE BOUNDARIES OF THE PROPOSED REINVESTMENT ZONE IS AVAILABLE IN THE OFFICE OF THE CITY SECRETARY AT 333 WEST MCLEROY BOULEVARD, SAGINAW, TEXAS 76179, AND IS AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, THE CREATION OF THE PROPOSED REINVESTMENT ZONE, ITS BOUNDARIES AND/OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, THE CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE AND OTHER RELATED MATTERS.

City of Saginaw

Meeting Date: 10/19/2021

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (14)

E-mail: greaume@saginawtx.org

Phone: 18172300324

SUBJECT:
Consideration and Action regarding Resolution No. 2021-26, Authorizing the City Manager to Execute Global Opiod Settlement Documents, and Adopting the Texas Term Sheet

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BACKGROUND/DISCUSSION:
Resolution No. 2021-23 authorizes the City Manager to execute Global Opiod Settlement Documents and adopts the Texas Term Sheet. City Attorney Meredith will address this item.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval of Resolution No. 2021-26 as presented.

ATTACHMENTS:

Description

Resolution No. 2021-26

RESOLUTION NO. 2021-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE GLOBAL OPIOID SETTLEMENT DOCUMENTS, AND ADOPTING THE TEXAS TERM SHEET.

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

WHEREAS, the City has obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, the actions, conduct, and misconduct of these Defendants have resulted in significant financial cost to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit A;

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

SECTION 1.

The City Council supports the adoption of the Texas Term Sheet, and hereby adopts that document in its entirety.

SECTION 2.

The City Council finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City. The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. The City Council also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that

would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

SECTION 3.

The City Council hereby authorizes the City Manager to execute in the City's behalf the Subdivision Settlement Participation Forms as related to settlements with McKesson Corporation, Cardinal Health, Inc., and AmericourceBergen Corporation, and with Johnson & Johnson as Janssen Pharmaceuticals, Inc.

SECTION 4.

Upon execution of the Subdivision Settlement Participation Form, the City Manager is authorized to send executed copies, with this Resolution (including Exhibit A) to the Office of the Attorney General, as required for participation in this settlement.

SECTION 5.

This resolution shall be in full force and effect after its passage and publication as required by law, and it is so resolved.

PASSED AND APPROVED THIS ___ DAY OF _____, 2021.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

ADOPTED: _____

EFFECTIVE: _____