City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING

Meeting and/or Executive Session Agenda
6:00 PM - Tuesday, October 18, 2022
Saginaw City Hall Council Chambers
333 West McLeroy Blvd.

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

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

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

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

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

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

(3) Audience Participation--On the Video Screen

(4) Consent Agenda--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 20, 2022--Janice England, City Secretary

(b) Action regarding Recommendation from Advisory Recreation and Parks Board for Early Weather Warning System--Randy Newsom, Director of Public Works

(c) Action regarding Recommendation from Advisory Recreation and Parks Board for Relocation of Kiwanis Veterans Memorial Park--Randy Newsom, Director of Public Works

(d) Action regarding Recommendation from Advisory Recreation and Parks Board for the Purchase of a Christmas Tree--Randy Newsom, Director of Public Works

(e) Action regarding Approval of Interlocal Agreement with Tarrant County for Construction of an Earthen Berm at Highland Station Park--Randy Newsom, Director of Public Works

(f) Action regarding Funding Interlocal Agreement with Tarrant County for FM 156 at Industrial Avenue Intersection Improvements (Construction Phase)--Randy Newsom, Director of Public Works

(g) Action regarding Authorization of an Interlocal Agreement with the City of Fort Worth for Intersection Improvements for FM 156 at Industrial Avenue/Cantrell Sansom Road--Randy Newsom, Director of Public Works

(h) Action regarding Authorization of Task 2 to Professional Services Agreement with Cobb, Fendley & Associates, Inc. to provide Right-of-Way Services for the FM 156 at Industrial Avenue Intersection Project (CSJ # 0718-02-076)--Randy Newsom, Director of Public Works

(i) Consideration and Action regarding a Chapter 380 Economic Development Incentive Agreement with Blazing Hospitality (1005 N. Saginaw Blvd)--Keith Rinehart, Director of Community & Economic Development

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

(k) Action regarding New Fire Engine Purchase--Doug Spears, Fire Chief

(l) Action regarding Contract Renewal with Tarrant County Emergency Services District #1 for 2022-2023--Doug Spears, Fire Chief

(5) Proclamation--Banjul, Texas Day & Introduction of Guests from Sister City Banjul, The Gambia--Todd Flippo, Mayor

(6) Award Recognition: Texas Municipal League Excellence in Management Innovation Award & Texas Municipal League Excellence in Communication Award--Todd Flippo, Mayor

(7) Consideration and Action regarding Recommendation from Planning and Zoning Commission regarding Site Plan for Senior Living at Saginaw Phase 3

on 2.987 acres out of the Alexander F. Albright Survey, Abstract No. 1849, more commonly known as 816 W. McLeroy Blvd.--Anand Patel, Journey Capital

(8) Consideration and Action regarding Recommendation from Planning and Zoning Commission regarding Preliminary Plat for Victory Shops Saginaw, Tracts 1 (Tracts 3C/3E per TAD) and 2 (Tract 1 per TAD), 76.61 acres out of the J. Walker Survey, Abstract No. 1602 and the J.A. Bradford Survey, Abstract No. 183--Will Winkelmann, P.E., Winkelmann & Associates

(9) PUBLIC HEARING -Consideration and Action regarding Ordinance No. 2022-18, amending the City's Drainage Utility System Schedule of Charges--Kim Quin, Finance Director

(10) Consideration and Action regarding Recommendation from Advisory Recreation and Parks Board for Saginaw Switchyard Expansion--Randy Newsom, Director of Public Works

(11) Consideration and Action regarding an Economic Development Agreement by and between the City of Saginaw, Texas and Triton Saginaw, LLC for the sale and development of real property located at 400 S. Saginaw Boulevard and 405 S. Belmont Street--Keith Rinehart, Director of Community & Economic Development

(12) Consideration and Action regarding Appointments: a. Animal Shelter Advisory Committee; b. Advisory Recreation and Parks Board; and c. Board of Adjustment--Nicky Lawson, Councilmember

(13) Consideration and Action regarding Ordinance No. 2022-08, Carport Regulation Amending Ordinance (Public Hearing was held on 8/16/2022)--Doug Spears, Fire Chief and Larry Little, Chief Building Official

(14) Consideration and Action regarding a contract with OnPointe Insights to conduct the Citywide Customer Satisfaction Survey--Pedro Zambrano, Communications Manager

(15) Discussion - Saginaw Home Improvement Program (SHIP)--Doug Spears, Fire Chief; Larry Little, Chief Building Official; and Salvador Gonzalez, Management Analyst

(16) 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

(17) Adjournment--Todd Flippo, Mayor

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (4)(a)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, September 20, 2022

BACKGROUND/DISCUSSION:
The minutes of the City Council Meeting held on September 20, 2022 are being presented for consideration.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 9-20-2022

CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
SEPTEMBER 20, 2022

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Paul Felegy
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	Lee Howell
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Russell Ragsdale
Fire Chief	Doug Spears
Director of Public Works	Randy Newsom
Dir. of Community & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Communications Manager	Pedro Zambrano
Planning Manager	Susy Victor-Trevino
Management Analyst	Salvador Gonzalez
Police Officer	Coty Pruit

Absent from the meeting:

None

Visitors at the meeting:

Brack St. Clair	Lionel Bseiso
Randal Johnson	Kelly Stewart
Matt Baacke	Brent Wooten
Larry Scheid	Ayoub Kahondogoro
Jonathon Reames	Jose Wheeland
Darwin Winfield	

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

In the absence of Pastor Hudson, Jonathan Reames gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, September 6, 2022

b. Action regarding Resolution No. 2022-19, Approving a Negotiated Settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation

Summary: The City of Saginaw along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (Atmos Mid-Tex) is a member of the Atmos Cities Steering Committee (ACSC). The ACSC, along with the cities, has worked to develop a Rate Review Mechanism (RRM) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (GRIP) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division. Following review it is recommended that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $115 million on a system-wide basis with an effective date of October 1, 2022. Resolution No. 2022-19 approves the negotiated settlement between the ACSC and Atmos Energy Corporation, Mid-Tex Division.

c. Action regarding Resolution No. 2022-21, Annual Approval of Investment Policy

Summary: Chapter 2256 of the Government Code, also known as the "Public Funds Investment Act" requires the City to have a written investment policy that must be reviewed annually by the governing body. The proposed policy has been reviewed by the Investment Committee which is comprised of the Mayor, City Manager, Finance Director, and Finance Manager. The committee has made the following revisions to the policy: replacing the term "Comprehensive Annual Financial Report" with "Annual Comprehensive Financial Report"; substituting the Financial Analyst with the Finance Manager; and correcting the subsequent training requirement to be eight hours instead of ten hours. The Investment Committee recommends approval of Resolution No. 2022-21, approving the revised investment policy.

d. Action regarding increasing the General Fund Emergency Reserve Balance by $440,000 to comply with Financial Management Policies

Summary: The purpose of this item is to ensure that the emergency reserves of the General Fund and Enterprise Fund 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 $4,550,000; based on the FY2022-2023 adopted budget less capital and one-time items, the emergency reserve should be $4,990,000. An additional $440,000 should be added to the reserve balance in the General Fund. The current emergency reserve in the Enterprise Fund is $2,450,000; based on FY2022-2023 adopted budget less capital and one-time items, the emergency reserve in the Enterprise Fund is adequate.

e. Action regarding moving City Council Meeting scheduled for Tuesday, October 4, 2022 to Monday, October 3, 2022

Summary: This item is for consideration of moving the City Council Meeting scheduled for Tuesday, October 4th to Monday, October 3rd. Rescheduling this meeting will allow several members of the City Council and City Staff to attend the Texas Municipal League Annual Conference in San Antonio. The City is nominated for three awards and the winners will be announced during the opening ceremony of the conference on Wednesday morning, October 5th.

f. Action regarding Interlocal Agreement with Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services for the Elderly and Persons with Disabilities for the Period of October 1, 2022 through September 30, 2023

Summary: The proposed Interlocal Agreement with the Fort Worth Transportation Authority (Trinity Metro) for Tarrant County Transportation Services is for the period of October 1, 2022 through September 30, 2023. The current grant for an additional day of service expires on September 30, 2022. There is not an agreement for it going forward. Since the city will be allocated one day per week for transportation, it will be Monday. By participating in the program, qualifying residents of Saginaw are entitled to a one-way trip fare of $2.50. The annual cost for the City's participation is $1,795. There is no additional cost because funding has been granted to Trinity Metro by the Federal Transit Administration under Section 5310 of Title 49 of the United States Code. The goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them.

g. Action regarding Professional Services Agreement with Cobb, Fendley & Associates, Inc. to provide Utility Adjustment Coordination Services for the FM156 at Industrial Intersection Project (CSJ # 0718-02-076)

Summary: Fuel City Saginaw, LLC has led an effort to secure authorization for a Texas Department of Transportation (TXDOT) Project to improve the intersection of FM156 (Blue Mound Road) and Industrial Avenue. The project was funded through the North Central Texas Council of Governments COVID-19 Infrastructure Project. The City of Saginaw is taking the lead as the Local Sponsor although Fuel City, City of Fort Worth, and potentially the City of Blue Mound will be participants requiring one or more Interlocal Agreements for the various phases of work. On April 6, 2021, the City Council authorized a Subsurface Utility Engineering (SUE) agreement with Cobb, Fendley & Associates, Inc. (Cobb-Fendley). The SUE identified utility locations and potential conflicts within the footprint of the project. As a result of the SUE, a conflict was identified with a Barnett Gathering Gas Line that would require relocation with the cost estimated to be $600,000 or greater. The Barnet Gathering Gas Line conflict resulted in the street plans being revised to avoid the conflict. The plans are now approximately 90% complete. Per the proposed agreement, Cobb-Fendley will coordinate and manage the clearance process with utility companies that require relocations to accommodate the project. Cobb-Fendley proposes to provide these services for $41,402 on an hourly not to exceed basis. Funds are available from the 2020 Certificates of Obligation, Account 06-1516-20.

h. Action regarding Acceptance of Right-of-Way Dedication for Saginaw Square Boulevard, Drainage Utility Easements, and a Sanitary Sewer Easement for the Square Development

Summary: On June 18, 2019, the City Council approved a Chapter 380 Development Agreement with AM & JK Development, including construction of Saginaw Square Boulevard and intersection improvements on Business 287 (Saginaw Blvd.). The infrastructure improvements are near completion for Saginaw Square Boulevard. In order for the City to accept the improvements, it is necessary to dedicate the right-of-way and easements to the City. The right-of-way and easements will be reflected on final plans as they occur.

i. Action regarding an Access Agreement for 400 S. Saginaw Blvd. & 405 S. Belmont St., and Authorizing the Mayor to execute the same

Summary: The proposed access agreement will allow future operators to test the site in order to prepare for renovations. Examples of tests would include soil testing, paint, etc.

Mayor Flippo stated that he received requests to remove Items 4e, 4f, and 4g from the Consent Agenda.

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

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

Against: None

Abstain: None

Absent: None

The Council considered Item 4e, Action regarding moving City Council Meeting scheduled for Tuesday, October 4, 2022 to Monday, October 3, 2022. After some discussion, the Council agreed to cancel the October 4th City Council Meeting instead of moving it.

The Council considered Item 4f, Action regarding Interlocal Agreement with Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services for the Elderly and Persons with Disabilities for the period of October 1, 2022 through September 30, 2023.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Bighorse to approve Item 4f as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

The Council considered Item 4g, Action regarding Professional Services Agreement with Cobb, Fendley & Associates, Inc. to provide Utility Adjustment Coordination Services for the FM156 at Industrial Intersection Project (CSJ # 0718-02-076).

Motion was made by Councilmember Bighorse with a second by Councilmember Felegy to approve Item 4g as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(5) Public Hearing – Consideration and Action regarding Resolution No. 2022-22, Adoption of Revised Budget for Fiscal Year 2021-2022

Mayor Flippo declared the public hearing for this item opened at 6:20 p.m. Finance Director Quin explained that the revised budget summary for the fiscal year 2021-2022 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 Flippo called for any public input. Mr. Brent Wooten expressed his appreciation to the City Council for their efforts throughout the budget process. There being no further public input, Mayor Flippo declared the public hearing closed at 6:29 p.m.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Copeland to approve Resolution No. 2022-22, adopting the revised budget for the fiscal year 2021-2022 as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(6) Consideration and Action regarding Recommendation from Planning and Zoning Commission on Request for Approval of a Preliminary Plat and a Final Plat for property located on Abstract 119, Tract 1 and 1F03, James H. Biles Survey, and Lot 16A out of Edgar Kerr Subdivision located at 361 and 451 E. McLeroy Blvd.

Motion was made by Councilmember Lawson with a second by Councilmember Felegy to accept the recommendation from the Planning and Zoning Commission and approve the Preliminary Plat and Final Plat for property located on Abstract 119, Tract 1 and 1F03, James H. Biles Survey, and Lot 16A out of Edgar Kerr Subdiviison as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(7) Public Hearing – Consideration and Action regarding Recommendation from Planning and Zoning Commission on Request for a Specific Use Permit to allow the operation of an Auto Impound Lot/Wrecker Business on property located on Abstract 345, Tracts 2X and 2N, David Cook Survey, located at 200 S. Blue Mound Rd.

Mayor Flippo declared the public hearing for this item opened at 6:41 p.m. Mr. Bseiso explained his request for a Specific Use Permit. There was some discussion.

Mayor Flippo called for public input. There was none. Mayor Flippo declared the public hearing closed at 7:04 p.m.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Copeland to approve the request for a Specific Use Permit to allow the operation of an Auto Impound Lot/Wrecker Business with the following conditions added: install an 8' white or grey R-panel fence along the south side of the property from eastward from the west end at least 100'; paint the back building white or grey matching a sand grey exterior on the new building; and remove the dilapidated fence and guard rail running along the south side of the property (Ordinance No. 2022-17). Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(8) Consideration and Action regarding Individual Project Order for 2022 Saginaw Playground Assessments

This item will be moved to the October 18, 2022 City Council Meeting.

(9) Consideration and Action regarding Relocation of Kiwanis Veterans Memorial Park

This item will be moved to the October 18, 2022 City Council Meeting.

(10) Consideration and Action regarding Approval of a Playground Structure at the new Library Facility

This item will be moved to the October 18, 2022 City Council Meeting.

(11) Consideration and Action regarding Professional Services Agreement Proposal by Animal Arts Studios Inc., to Provide Design Services for a new Animal Services Shelter

Motion was made by Councilmember Lawson with a second by Councilmember Tucker to approve the Professional Services Agreement Proposal with Animal Arts Studio Inc, for design services for a new Animal Services Shelter as presented with the amount not to exceed $49,400. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(12) Update on the 2022 Strategic Project List & Work Plan – Re-Establishing a Chamber of Commerce

Director of Economic Development and Community Services Rinehart addressed the Council regarding options for establishing a chamber of commerce or joining an established chamber of commerce. Following discussion of the options, the consensus of the Council was in favor of Option 2, joining a well-established chamber of commerce in our region. They also suggested local businesses be surveyed to determine their interest in joining a chamber of commerce.

(13) Consideration and Action regarding Saginaw Switchyard Expansion

This item will be moved to the October 18, 2022 City Council Meeting.

(14) Communications Update and Citywide Customer Satisfaction Survey Workshop

Communications Manager Zambrano gave a communications update and presentation regarding the customer satisfaction survey.

(15) Executive Session

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

a. Any Posted Item

1 § 551.087. Texas Government Code. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the city has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including:

a. 1005 N. Saginaw Blvd.

b. 400 S. Saginaw Blvd & 405 S. Belmont St.

Mayor Flippo declared the meeting recessed into Executive Session at 8:48 p.m.

(Mayor Pro-Tem Junkersfeld left the meeting during Executive Session.)

Mayor Flippo declared the meeting back in Regular Session at 9:21 p.m.

(16) Adjournment

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

For:	Mayor Flippo, Councilmembers Felegy, Lawson, Tucker, Bighorse, and Copeland
Against:	None
Abstain:	None
Absent:	Mayor Pro-Tem Junkersfeld

Mayor Flippo declared the City Council Meeting of September 20, 2022 adjourned at 9:21 p.m.

ATTEST:

_____
City Secretary Janice England

APPROVED:

_____
Mayor Todd Flippo

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (4)(b)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Early Weather Warning System

BACKGROUND/DISCUSSION:
The proposed early warning system will assist staff in protecting residents during times of inclement weather. There are many outdoor locations throughout the City including our parks, softball field, aquatic center, and Saginaw Switchyard where an early warning system could give staff the time to advise residents to vacate before bad weather moves in. The proposed contract includes the installation of one weather station, access for ten (10) users, and an annual rental fee of $3,500 for a period of seven (7) years.

This item was considered at the September 26th Advisory Recreation and Parks Board Meeting. The board voted to recommend approval to the City Council.

FINANCIAL IMPACT:
The financial impact would be an annual fee of $3,500 per year for a period of seven years.

RECOMMENDATION:
The Advisory Recreation and Parks Board recommends approval.

ATTACHMENTS:

Description

Memo from DPW Newsom
Minutes, 9-26-2022

Memorandum

September 14, 2022

To: Parks and Recreation Advisory Board Members
From: Randy Newsom, Director Public Works
Subject: Consideration and Action for an Early Warning Weather Station

At the previous Park Board meeting held on August 15, 2022, the request to table the above item was made. The reason was the desire for additional information about the Early Weather System program and contract.

For this item the City of Saginaw's Recreation Services Supervisor, Jason England, along with a representative from Perry Weather Station will be present to answer any questions.

As a reminder, at the previous Park's Board meeting on August 15, 2022, staff was recommending approval of the $5,000 Early Weather Monitoring rental contract. This contract includes the installation of one weather station, access for 10 users and an annual rental fee of $3,500 for 7 years.

Thanks

Randy Newsom
Director Public Works

MINUTES OF SPECIAL MEETING
OF THE CITY OF SAGINAW
RECREATION AND PARKS ADVISORY BOARD
HELD AT THE CITY OF SAGINAW CITY HALL
333 W MCLEROY BOULEVARD
SEPTEMBER 26, 2022

Present at the Meeting:

Member	Place No. 2	Janelle Young
Member	Place No. 3	Brandi Coble
Member	Place No. 4	Wayne Giles
Chairman	Place No. 5	Brack St. Clair
Communications Manager		Pedro Zambrano
Director of Public Works		Randy Newsom
Planning Manager/Recording Secretary		Susy Victor-Trevino
Streets and Parks Manager		Paul Wrzesinski

Absent from the Meeting:

Member	Place No. 1	Charity Deville
Vice Chair	Place No. 6	Ronda Nyberg
Member	Place No. 7	Thomas Weaver

Visitors at the Meeting:
David Sanderson
Fred Stewart
Jason England
Katherine Utecht
Kelly Stewart
Laura Presley
Patrick McKinley

The quorum for tonight's meeting consists of Chairman St. Clair, Members Young, Coble, and Giles.

(1) Call to Order

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

(2) Roll Call to Establish Quorum

Chairman St. Clair called roll and established a quorum.

(3) Audience Participation

Chairman St. Clair explained the procedure for Audience Participation.

(4) Approval of Minutes
Regular Meeting, May 23, 2022
Regular Meeting, July 18, 2022

A motion was made by Member Coble with a second by Member Young to approve the minutes as presented. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(5) Discussion and Action Regarding Early Weather Warning System

Recreation Services Supervisor, Jason England, introduced the item and briefly explained how the City could benefit from this type of warning software. He then introduced Patrick McKinley, a representative of the company, who gave a presentation about the application and contract details. England and McKinley concluded by answering the Board's questions regarding users and alerts.

A motion was made by Member Coble with a second by Member Giles to approve the purchase of the Early Weather Warning System. Motion carried.

For: Chairman St. Clair, Members Coble, and Giles

Against: Member Young

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

6) Discussion and Action Regarding Future Events

Communication Manager Pedro Zambrano presented information in the members' packet. Zambrano provided details pertaining to the holiday parade and Christmas tree lighting such as public safety, float sign-ups, and an appearance by Santa Claus.

Communication Manager Zambrano explained that the costs of having Claus attend would be two hundred dollars ($200) and requested that the Board consider purchasing half of the costs of vests for volunteers at two hundred-seventy five dollars ($275.00), which the Board agreed on. It was also decided that float cut offs would be November 23, 2022 and that during the parade half of the Board will be on the float and the other half would need to judge the floats.

During audience participation, David Sanderson requested that the Board consider the participation of cyclists in the parade and a toy drive for Toys for Tots. The Board thought it would be a good idea but wanted to ensure that public safety was okay with the idea. Communication Manager Zambrano let the Board know he would verify with both the police and fire departments.

A motion was made by Member Coble with a second by Member Giles to approve the expenses for Santa Claus's appearance of two hundred dollars ($200) and purchasing half of the costs of vests for volunteers at two hundred-seventy five dollars ($275.00). Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(7) Consideration and Action for Approval of a Playground Structure at the New Library Facility

Director of Public Works Newsom introduced the item and explained that there was an interest in adding a playground structure at the new library facility. Director Newsom answered questions the Board had regarding this item.

During audience participation, Kelly Stewart shared that some of the seniors did not want a playground structure to be added to the new library facility and that they prefer a meditation center. She also believed that the funds could go elsewhere. Chairman St. Clair stated that he would feel more comfortable seeing a plan first because he believed the funds could go to another existing park, which the Board agreed on.

A motion was made by Member Giles with a second by Member Young to deny the approval of a playground structure at the new library facility. Motion carried.

For: None

Against: Chairman St. Clair, Members Young, Coble, and Giles

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(8) Discussion and Action Regarding Food Truck Expansion

Director of Public Works, Randy Newsom, introduced the item and briefly explained that the Food Truck Park's success has led to a need to expand the existing site. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the potential food truck expansion. Presley included diagrams and costs of the design for the expansion.

Many Board members had questions regarding the food truck expansion; both Presley and Newsom answered these questions. The Board concluded that they did not agree with the current design and requested that they come back with a more affordable option while also suggesting additional changes.

A motion was made by Member Giles with a second by Member Coble to table the food truck expansion item to a future meeting. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(9) Discussion and Action Regarding IPO for Playground Equipment

Director of Public Works, Randy Newsom, introduced the item and briefly explained the need of the IPO for a playground equipment assessment. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the IPO for a playground equipment assessment and details regarding services and costs.

During audience participation, Kelly Stewart shared wanted to know why this assessment is needed now and why it was not conducted during the Parks Master Plan process. Presley explained that the assessment is needed in order to implement the adopted Parks Master Plan; it is not part of the vision process but more so a part of the implementation process.

A motion was made by Member Coble with a second by Member Young to approve the IPO for the playground equipment. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(10) Discussion and Action Regarding the Relocation of Kiwanis Park

Director of Public Works, Randy Newsom, introduced the item and briefly explained the need of relocating the Kiwanis Veteran Memorial Park. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the relocation of Kiwanis Park and provided details regarding the design and costs. Presley emphasized that there was a fifty percent (50%) contingency on the provided quote.

Many Board members had questions regarding the design, materials, and costs; both Presley and Newsom answered these questions. Overall, the Board was not comfortable with the proposed design and requested a new design be prepared with an attempt to lower the costs of the relocation. They shared their concerns regarding the benches, landscaping, and flagpoles.

During audience participation, Kelly Stewart shared her concerns that the relocation was quite expensive and focused too much on aesthetics instead of practicality. She was concerned regarding the landscaping and materials of the design.

A motion was made by Member Giles with a second by Member Coble to table the relocation of Kiwanis Park to a future meeting. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(11) Discussion and Consideration of Future Agenda Items

-Voting on purchasing a holiday lunch for Public Works.
-Tabled Items: Food Truck Expansion and Relocation of Kiwanis Park

(12) Report Regarding Park Maintenance Projects

Streets and Parks Manager Paul Wrzesinski reviewed the current projects that were recently completed or in progress.

(13) Discussion Regarding Park Fund Balances and Expenditures

Recording Secretary Susy Victor-Trevino gave a brief overview of the donations, expenditures, and pending transactions for the months of July through August.

(14) Adjournment

A motion was made by Member Coble with a second by Member Giles to adjourn the meeting. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

Chairman St. Clair declared the meeting of September 26, 2022 closed at 8:04 p.m.

APPROVED:

_____

Brack St. Clair, Chairman

ATTEST:

_____

Susy Victor-Trevino, Planning Manager/
Recording Secretary

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (4)(c)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Recommendation from Advisory Recreation and Parks Board for Relocation of Kiwanis Veterans Memorial Park

BACKGROUND/DISCUSSION:
This item is a request for consideration for the relocation of the Kiwanis Veterans Memorial Park. The park is currently located on Saginaw Boulevard just south of Fire Station #1. This is not a desirable location due to the noise from vehicle traffic and trains.

A more desirable location is the area directly behind City Hall. Currently this location is know as the Meditation Park. A rendition and cost estimate prepared by Kimley-Horn and Associates is included in the attachments.

The estimated cost for the relocation is $245,000 and will come from the future Parks Bond Funds.

The Advisory Recreation and Parks Board considered this item at their meeting on October 10, 2022 and voted to recommend approval to the City Council.

FINANCIAL IMPACT:
The estimated financial impact is $245,000.

RECOMMENDATION:
The Advisory Recreation and Parks Board recommends approval of the relocation of Kiwanis Veterans Memorial Park as presented.

ATTACHMENTS:

Description

Memo--Relocation of Kiwanis Park

Concept Plan
Estimated Costs--Relocation of Kiwanis Park
Minutes, 9-26-2022
Minutes, 10-10-2022

Memorandum

September 14, 2022

To: Parks and Recreation Advisory Board Members
From: Randy Newsom, Director Public Works
Subject: Relocation of Kiwanis Veterans Memorial Park

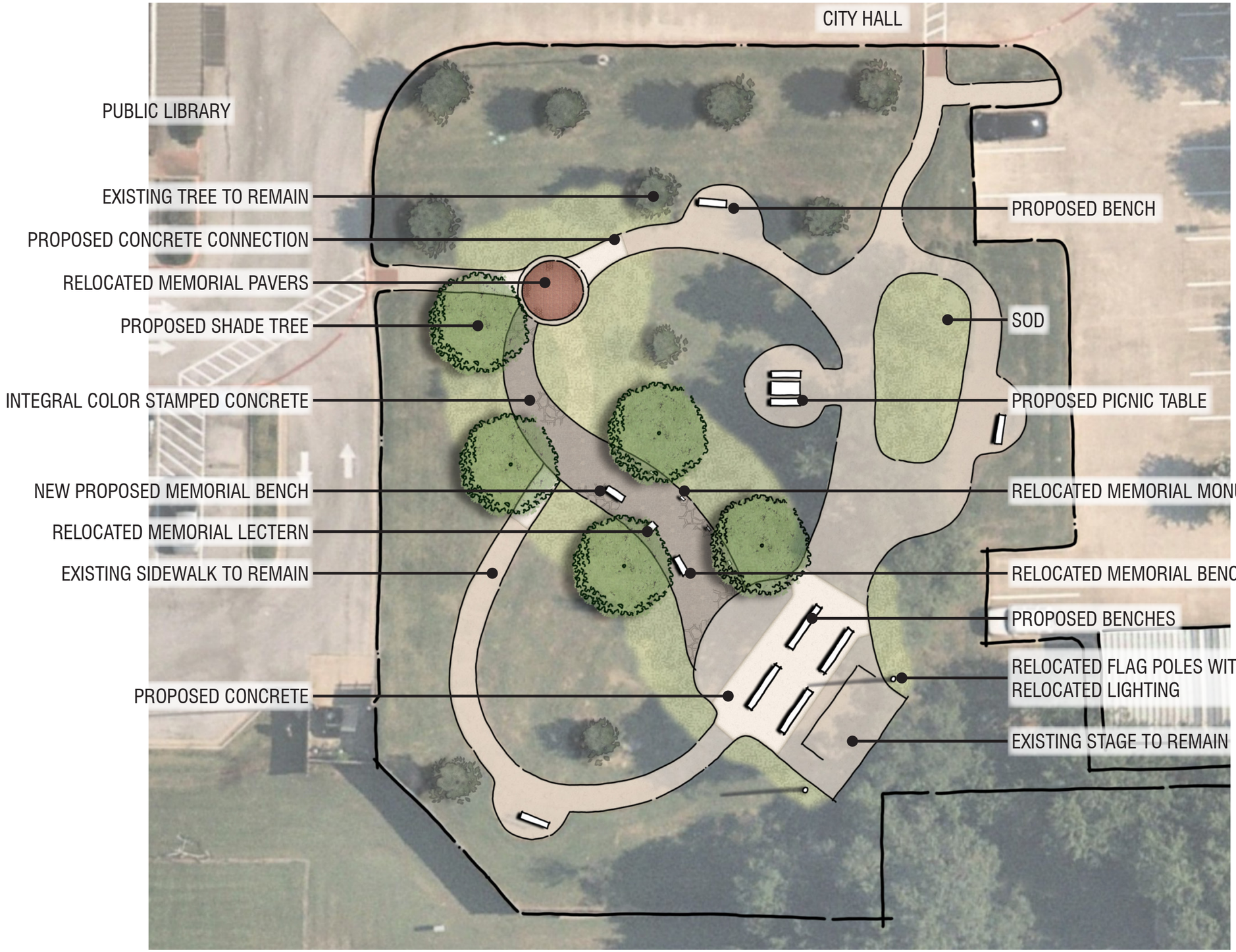
This is a request for consideration for the relocation of Kiwanis Veterans Memorial Park. Currently the existing Kiwanis Park is located on Saginaw Boulevard just South of Fire Station 1. This is not a desirable location due to the noise from vehicle traffic and trains.

A more desirable location is the area directly behind the City Hall. Currently this location is known as the Meditation Park. I have attached a rendition and cost estimate that our engineer, Kimley-Horn, has put together.

The cost for the relocation of Kiwanis Park would come from the future Parks Bond Funds. Staff would like for the Park Board to consider and recommend to Council the approval of the relocation of Kiwanis Veterans Memorial Park.

Thanks

Randy Newsom
Director Public Works



KIWANIS VETERANS MEMORIAL RELOCATION

SAGINAW, TEXAS

CONCEPT PLAN

THIS GRAPHIC IS CONCEPTUAL. THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

NORTH

0 5' 10' 20' 40'

SCALE: 1"=20'

Kimley»Horn

OCTOBER 2022

Kiwanis Veterans Memorial Relocation Concept

Opinion of Probable Cost

Prepared by Kimley-Horn

October 11, 2022

Hardscape

ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Masonry					
Memorial Monument Relocation	LS	1	$ 15,000.00	$ 15,000.00	Relocate 5 monuments, 1 lecturn, 1 bench, 2 flag poles
Reinforced Concrete Footings	CY	35	$ 350.00	$ 12,250.00	Footings for 5 monuments, 1 lecturn, 2 benches, 2 flag poles
Paving					
Pedestrian Pavers	SF	115	$ 10.25	$ 1,178.75	Pedestrian Pavers (Sand Setting Bed) (Circular Plaza)
Standard Concrete Sidewalk	SF	795	$ 8.00	$ 6,360.00	5" thick reinforced, broom finish
Stamped Concrete Walk	SY	91	$ 200.00	$ 18,200.00	5" thick reinforced, integral color, stamped
Demolition Allowance	LS	1	$ 15,000.00	$ 15,000.00	At proposed location, not at existing Kiwanis location
Site Drainage Allowance	LS	1	$ 10,000.00	$ 10,000.00	Sidewalk underdrain system, landscape drainage system
Fine Grading & Dirt Work Allowance	LS	1	$ 12,000.00	$ 12,000.00	
Furnishings					
Memorial Bench	EA	1	$ 5,000.00	$ 5,000.00	Granite bench to match existing
Powder-Coated Bench	EA	7	$ 2,800.00	$ 19,600.00	Black powder-coated bench
Powder-Coated Picnic Table	EA	1	$ 5,500.00	$ 5,500.00	Black powder-coated picnic table
Miscellaneous					
Mobilization	LS	1	$ 15,000.00	$ 15,000.00	
			Subtotal	**$ 135,088.75**	

Softscape

ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Planting					
Trees - large canopy	EA	5	$ 950.00	$ 4,750.00	avg. 3" cal.
Common Bermuda	SF	3,915	$ 0.55	$ 2,153.25	Bermuda sod to limits of disturbance
Irrigation					
Irrigation - tree bubblers	EA	5	$ 250.00	$ 1,250.00	One per tree
Irrigation - turf	SF	3,915	$ 1.30	$ 5,089.50	Pop ups and small rotors to limits of disturbance
Miscellaneous					
Hardwood Mulch - 4' dia. tree rings	SF	63	$ 0.65	$ 40.95	
			Subtotal	**$ 13,283.70**	

Utilities & Electrical

ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Accent Lighting Allowance	LS	1	$ 10,000.00	$ 10,000.00	1 up light per flag pole
Wiring & Circuitry	LS	1	$ 7,500.00	$ 7,500.00	Contractor to provide panel, owner to provide power to pedestal
Water Meter and Tap	LS	1	$ -	$ -	2" submeter from existing service to City Hall
			Subtotal	**$ 17,500.00**	

Kiwanis Veterans Memorial Relocation Base Bid Total	**$ 165,872.45**	
CONTINGENCY ±20%	$ 34,127.55	
CONSULTANT FEE	$ 45,000.00	Landscape architecture, survey, structural, electrical, bidding, CCA, TDLR
Kiwanis Veterans Memorial Relocation Base Bid Grand Total	**$ 245,000.00**	

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

MINUTES OF SPECIAL MEETING
OF THE CITY OF SAGINAW
RECREATION AND PARKS ADVISORY BOARD
HELD AT THE CITY OF SAGINAW CITY HALL
333 W MCLEROY BOULEVARD
SEPTEMBER 26, 2022

Present at the Meeting:

Member	Place No. 2	Janelle Young
Member	Place No. 3	Brandi Coble
Member	Place No. 4	Wayne Giles
Chairman	Place No. 5	Brack St. Clair
Communications Manager		Pedro Zambrano
Director of Public Works		Randy Newsom
Planning Manager/Recording Secretary		Susy Victor-Trevino
Streets and Parks Manager		Paul Wrzesinski

Absent from the Meeting:

Member	Place No. 1	Charity Deville
Vice Chair	Place No. 6	Ronda Nyberg
Member	Place No. 7	Thomas Weaver

Visitors at the Meeting:
David Sanderson
Fred Stewart
Jason England
Katherine Utecht
Kelly Stewart
Laura Presley
Patrick McKinley

The quorum for tonight's meeting consists of Chairman St. Clair, Members Young, Coble, and Giles.

(1) Call to Order

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

(2) Roll Call to Establish Quorum

Chairman St. Clair called roll and established a quorum.

(3) Audience Participation

Chairman St. Clair explained the procedure for Audience Participation.

(4) Approval of Minutes
Regular Meeting, May 23, 2022
Regular Meeting, July 18, 2022

A motion was made by Member Coble with a second by Member Young to approve the minutes as presented. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(5) Discussion and Action Regarding Early Weather Warning System

Recreation Services Supervisor, Jason England, introduced the item and briefly explained how the City could benefit from this type of warning software. He then introduced Patrick McKinley, a representative of the company, who gave a presentation about the application and contract details. England and McKinley concluded by answering the Board's questions regarding users and alerts.

A motion was made by Member Coble with a second by Member Giles to approve the purchase of the Early Weather Warning System. Motion carried.

For: Chairman St. Clair, Members Coble, and Giles

Against: Member Young

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

6) Discussion and Action Regarding Future Events

Communication Manager Pedro Zambrano presented information in the members' packet. Zambrano provided details pertaining to the holiday parade and Christmas tree lighting such as public safety, float sign-ups, and an appearance by Santa Claus.

Communication Manager Zambrano explained that the costs of having Claus attend would be two hundred dollars ($200) and requested that the Board consider purchasing half of the costs of vests for volunteers at two hundred-seventy five dollars ($275.00), which the Board agreed on. It was also decided that float cut offs would be November 23, 2022 and that during the parade half of the Board will be on the float and the other half would need to judge the floats.

During audience participation, David Sanderson requested that the Board consider the participation of cyclists in the parade and a toy drive for Toys for Tots. The Board thought it would be a good idea but wanted to ensure that public safety was okay with the idea. Communication Manager Zambrano let the Board know he would verify with both the police and fire departments.

A motion was made by Member Coble with a second by Member Giles to approve the expenses for Santa Claus's appearance of two hundred dollars ($200) and purchasing half of the costs of vests for volunteers at two hundred-seventy five dollars ($275.00). Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(7) Consideration and Action for Approval of a Playground Structure at the New Library Facility

Director of Public Works Newsom introduced the item and explained that there was an interest in adding a playground structure at the new library facility. Director Newsom answered questions the Board had regarding this item.

During audience participation, Kelly Stewart shared that some of the seniors did not want a playground structure to be added to the new library facility and that they prefer a meditation center. She also believed that the funds could go elsewhere. Chairman St. Clair stated that he would feel more comfortable seeing a plan first because he believed the funds could go to another existing park, which the Board agreed on.

A motion was made by Member Giles with a second by Member Young to deny the approval of a playground structure at the new library facility. Motion carried.

For: None

Against: Chairman St. Clair, Members Young, Coble, and Giles

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(8) Discussion and Action Regarding Food Truck Expansion

Director of Public Works, Randy Newsom, introduced the item and briefly explained that the Food Truck Park's success has led to a need to expand the existing site. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the potential food truck expansion. Presley included diagrams and costs of the design for the expansion.

Many Board members had questions regarding the food truck expansion; both Presley and Newsom answered these questions. The Board concluded that they did not agree with the current design and requested that they come back with a more affordable option while also suggesting additional changes.

A motion was made by Member Giles with a second by Member Coble to table the food truck expansion item to a future meeting. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(9) Discussion and Action Regarding IPO for Playground Equipment

Director of Public Works, Randy Newsom, introduced the item and briefly explained the need of the IPO for a playground equipment assessment. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the IPO for a playground equipment assessment and details regarding services and costs.

During audience participation, Kelly Stewart shared wanted to know why this assessment is needed now and why it was not conducted during the Parks Master Plan process. Presley explained that the assessment is needed in order to implement the adopted Parks Master Plan; it is not part of the vision process but more so a part of the implementation process.

A motion was made by Member Coble with a second by Member Young to approve the IPO for the playground equipment. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(10) Discussion and Action Regarding the Relocation of Kiwanis Park

Director of Public Works, Randy Newsom, introduced the item and briefly explained the need of relocating the Kiwanis Veteran Memorial Park. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the relocation of Kiwanis Park and provided details regarding the design and costs. Presley emphasized that there was a fifty percent (50%) contingency on the provided quote.

Many Board members had questions regarding the design, materials, and costs; both Presley and Newsom answered these questions. Overall, the Board was not comfortable with the proposed design and requested a new design be prepared with an attempt to lower the costs of the relocation. They shared their concerns regarding the benches, landscaping, and flagpoles.

During audience participation, Kelly Stewart shared her concerns that the relocation was quite expensive and focused too much on aesthetics instead of practicality. She was concerned regarding the landscaping and materials of the design.

A motion was made by Member Giles with a second by Member Coble to table the relocation of Kiwanis Park to a future meeting. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(11) Discussion and Consideration of Future Agenda Items

-Voting on purchasing a holiday lunch for Public Works.
-Tabled Items: Food Truck Expansion and Relocation of Kiwanis Park

(12) Report Regarding Park Maintenance Projects

Streets and Parks Manager Paul Wrzesinski reviewed the current projects that were recently completed or in progress.

(13) Discussion Regarding Park Fund Balances and Expenditures

Recording Secretary Susy Victor-Trevino gave a brief overview of the donations, expenditures, and pending transactions for the months of July through August.

(14) Adjournment

A motion was made by Member Coble with a second by Member Giles to adjourn the meeting. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

Chairman St. Clair declared the meeting of September 26, 2022 closed at 8:04 p.m.

APPROVED:

_____

Brack St. Clair, Chairman

ATTEST:

_____

Susy Victor-Trevino, Planning Manager/
Recording Secretary

MINUTES OF SPECIAL MEETING
OF THE CITY OF SAGINAW
RECREATION AND PARKS ADVISORY BOARD
HELD AT THE CITY OF SAGINAW CITY HALL
333 W MCLEROY BOULEVARD
OCTOBER 10, 2022

Present at the Meeting:

Member	Place No. 2	Janelle Young
Member	Place No. 3	Brandi Coble
Member	Place No. 4	Wayne Giles
Chairman	Place No. 5	Brack St. Clair
Vice Chairman	Place No. 6	Ronda Nyberg
Member	Place No. 7	Thomas Weaver
Director of Public Works		Randy Newsom
Planning Manager/Recording Secretary		Susy Victor-Trevino
Streets and Parks Manager		Paul Wrzesinski

Absent from the Meeting:
None.

Visitors at the Meeting:
Alice Giles
Katherine Utecht
Laura Presley

The quorum for tonight's meeting consists of Chairman St. Clair, Vice Chairman Nyberg, Members Young, Coble, Giles, and Weaver.

(1) Call to Order

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

(2) Roll Call to Establish Quorum

Chairman St. Clair called roll and established a quorum.

(3) Audience Participation

Chairman St. Clair explained the procedure for audience participation.

(4) Discussion and Action Regarding Food Truck Expansion

Director of Public Works, Randy Newsom, explained that changes have been made to the food truck expansion design as previously requested at the last meeting. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the new design for the food truck expansion. Presley's presentation included updated diagrams and costs of the design for the expansion.

The Board was generally content with the updated design and the only concerns were regarding the omitted parking lot and the price not dropping significantly. Newsom explained that the parking lot north of the food truck park is expected to be expanded at a later date when they resolve an easement abandonment. Regarding the cost, Presley reminded the Board that there is a fifty percent (50%) contingency that may be deducted from the total costs and that during the last proposal the parking lot was miscalculated.

A motion was made by Member Coble with a second by Member Giles to recommend approval of the food truck expansion to Council. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Young, Coble, Giles, and Weaver

Against: None

Absent: None

(5) Discussion and Action Regarding the Relocation of Kiwanis Park

Director of Public Works, Randy Newsom, explained that changes have been made to the relocation of Kiwanis Park design as previously requested at the last meeting. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the new design for the relocation of Kiwanis Park. Presley's presentation included updated diagrams and costs of the design for the expansion.

A motion was made by Vice Chairman Nyberg with a second by Member Young to recommend approval of the relocation of Kiwanis Park to Council. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Young, Coble, Giles, and Weaver

Against: None

Absent: None

(6) Discussion and Action Regarding the Purchase of a New Christmas Tree

Director of Public Works, Randy Newsom, introduced the item and explained that this item was being presented because the City currently only has one large statement tree that had to be taken from in front of the recreation center to the park due to various reasons. He stated that the Beautification Committee originally purchased the tree and that they would appreciate if the Parks Board bought a second tree to place in the original tree's place at the recreation center. The Board shared their concerns regarding the costs but decided that it was a fair agreement.

A motion was made by Vice Chairman Nyberg with a second by Member Weaver to recommend approval of the purchase of a new Christmas tree a value to not exceed $25,670.00 to Council. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Young, Coble, Giles, and Weaver

Against: None

Absent: None

(7) Adjournment

A motion was made by Member Weaver with a second by Member Giles to adjourn the meeting. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Young, Coble, Giles, and Weaver

Against: None

Absent: None

Chairman St. Clair declared the meeting of October 10, 2022 closed at 6:18 p.m.

APPROVED:

_____

Brack St. Clair, Chairman

ATTEST:

_____

Susy Victor-Trevino, Planning Manager/
Recording Secretary

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (4)(d)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Recommendation from Advisory Recreation and Parks Board for the Purchase of a Christmas Tree

BACKGROUND/DISCUSSION:
In 2021, the annual Christmas Parade route was changed in order to accommodate more entries. The new route started at Willow Creek Elementary and ended at the Switchyard. In order to continue the tradition of lighting the Christmas Tree at the end of the parade, the Christmas Tree located at the Recreation Center was moved to the Switchyard. This worked great for the event but left a void at the Recreation Center. The Advisory Recreation and Parks Board considered this item at their meeting held on October 10th. They voted to recommend that a replacement tree be purchased for the Recreation Center. The cost for the proposed tree is $25,670.70.

FINANCIAL IMPACT:
The financial impact will be $25,670.70. Funds are available in the Parks Donation Fund for this expenditure.

RECOMMENDATION:
The Advisory Recreation and Parks Board recommends approval of the purchase of a Christmas Tree to be placed at the Recreation Center in the amount of $25,670.70.

ATTACHMENTS:

Description

Memo--Christmas Tree
Minutes, 10-10-2022

Memorandum

October 6, 2022

To: Parks and Recreation Advisory Board Members
From: Randy Newsom, Director of Public Works
Subject: Consideration and Action for Purchase of a replacement Christmas Tree

Last year the Parks and Recreation Advisory Board voted to be the host of the annual Christmas Parade. In the past the parade was scheduled in conjunction with the lighting of the Christmas Tree. The route of the parade was from Willow Creek Elementary to the City Hall. However due to the increase in the parade entries the old route the parade took couldn't handle the growth. So, a new parade route was created that better served the event.

The lighting of the Christmas Tree was always held at the end of the Christmas Parade. In order to continue this, we had to move Christmas Tree from its old location, which was at the Rec Center, down to the Food Truck Park. This is where the parade ends and the Mayor and Council light up the Christmas Tree.

The Christmas Tree was purchased from the Beautification Committee funds and placed at the Rec Center. The purpose of the new tree was to provide a stunning Christmas Tree for the tree lighting event, which was obviously accomplished. It also provided an elegant Christmas decoration for the Rec Center. Now that we have moved the Christmas Tree to the Park a void was created at the Rec Center.

Staff would like to recommend to the Parks and Recreation Board for consideration and approval of replacing that Christmas Tree with a similar tree. This tree will be placed at the Rec Center to fill in the void left from the removal of the existing Christmas Tree. The cost for the replacement Christmas Tree is $25,670.70.

Thanks

Randy Newsom
Director Public Works

MINUTES OF SPECIAL MEETING
OF THE CITY OF SAGINAW
RECREATION AND PARKS ADVISORY BOARD
HELD AT THE CITY OF SAGINAW CITY HALL
333 W MCLEROY BOULEVARD
OCTOBER 10, 2022

Present at the Meeting:

Member	Place No. 2	Janelle Young
Member	Place No. 3	Brandi Coble
Member	Place No. 4	Wayne Giles
Chairman	Place No. 5	Brack St. Clair
Vice Chairman	Place No. 6	Ronda Nyberg
Member	Place No. 7	Thomas Weaver
Director of Public Works		Randy Newsom
Planning Manager/Recording Secretary		Susy Victor-Trevino
Streets and Parks Manager		Paul Wrzesinski

Absent from the Meeting:
None.

Visitors at the Meeting:
Alice Giles
Katherine Utecht
Laura Presley

The quorum for tonight's meeting consists of Chairman St. Clair, Vice Chairman Nyberg, Members Young, Coble, Giles, and Weaver.

(1) Call to Order

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

(2) Roll Call to Establish Quorum

Chairman St. Clair called roll and established a quorum.

(3) Audience Participation

Chairman St. Clair explained the procedure for audience participation.

(4) Discussion and Action Regarding Food Truck Expansion

Director of Public Works, Randy Newsom, explained that changes have been made to the food truck expansion design as previously requested at the last meeting. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the new design for the food truck expansion. Presley's presentation included updated diagrams and costs of the design for the expansion.

The Board was generally content with the updated design and the only concerns were regarding the omitted parking lot and the price not dropping significantly. Newsom explained that the parking lot north of the food truck park is expected to be expanded at a later date when they resolve an easement abandonment. Regarding the cost, Presley reminded the Board that there is a fifty percent (50%) contingency that may be deducted from the total costs and that during the last proposal the parking lot was miscalculated.

A motion was made by Member Coble with a second by Member Giles to recommend approval of the food truck expansion to Council. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Young, Coble, Giles, and Weaver

Against: None

Absent: None

(5) Discussion and Action Regarding the Relocation of Kiwanis Park

Director of Public Works, Randy Newsom, explained that changes have been made to the relocation of Kiwanis Park design as previously requested at the last meeting. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the new design for the relocation of Kiwanis Park. Presley's presentation included updated diagrams and costs of the design for the expansion.

A motion was made by Vice Chairman Nyberg with a second by Member Young to recommend approval of the relocation of Kiwanis Park to Council. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Young, Coble, Giles, and Weaver

Against: None

Absent: None

(6) Discussion and Action Regarding the Purchase of a New Christmas Tree

Director of Public Works, Randy Newsom, introduced the item and explained that this item was being presented because the City currently only has one large statement tree that had to be taken from in front of the recreation center to the park due to various reasons. He stated that the Beautification Committee originally purchased the tree and that they would appreciate if the Parks Board bought a second tree to place in the original tree's place at the recreation center. The Board shared their concerns regarding the costs but decided that it was a fair agreement.

A motion was made by Vice Chairman Nyberg with a second by Member Weaver to recommend approval of the purchase of a new Christmas tree a value to not exceed $25,670.00 to Council. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Young, Coble, Giles, and Weaver

Against: None

Absent: None

(7) Adjournment

A motion was made by Member Weaver with a second by Member Giles to adjourn the meeting. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Young, Coble, Giles, and Weaver

Against: None

Absent: None

Chairman St. Clair declared the meeting of October 10, 2022 closed at 6:18 p.m.

APPROVED:

_____

Brack St. Clair, Chairman

ATTEST:

_____

Susy Victor-Trevino, Planning Manager/
Recording Secretary

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (4)(e)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Approval of Interlocal Agreement with Tarrant County for Construction of an Earthen Berm at Highland Station Park

BACKGROUND/DISCUSSION:
The proposed Interlocal Agreement (ILA) with Tarrant County covers the construction of an earthen berm at Highland Station Park. The berm will be approximately 450' long x 12' wide x 8' tall. Tarrant County will furnish the labor and equipment for this project. The Tarrant County Commissioner's Court has approved the proposed ILA. The responsibilities of Tarrant County and the City of Saginaw are listed in the agreement. As you will recall, the purpose of the berm was to help reduce the lights and noise from the new apartment complex located on the east side of the park.

FINANCIAL IMPACT:
The financial impact will include the costs of the materials and trucking charges.

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Proposed ILA--Earth Berm at Highland Station Park

CO#139321

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

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

WHEREAS the CITY is requesting the COUNTY'S assistance in the construction of an Earth Berm at the Highland Park Station Park; all being located within the CITY (collectively referred to as the "**Project**").

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

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

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

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

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

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

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

1.2 The project consists of the construction of an earthen berm at the Highland Park Station park, located at 1340 Highland Country Trail; being approximately 450' long x 12' wide x 8' tall. (Collectively referred to as the "Project").

2. CITY RESPONSIBILITY

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

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

2.3 CITY will furnish water and water meter if required, for construction or reconstruction projects.

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

2.5 CITY will furnish and maintain necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the project: and

2.6 The CITY will furnish labor and equipment to do locates in the project work zone and assist COUNTY equipment operators during the excavation to ensure obstacles such as utilities, valve boxes, manhole covers, and curbs are not damaged.

2.7 CITY will verify the location of all utility locations, mark those locations and then remove the utilities that will interfere with the progress of the project.

2.8 CITY will provide the labor and equipment if hand excavation is required.

2.9 CITY will provide temporary driving lane markings.

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

2.11 CITY will provide a location for the County to park their heavy equipment near the job site; and

2.12 CITY will provide any soil lab testing and/or material testing needed for the project.

2.13 CITY will reimburse the COUNTY for actual cost of any overtime hours the CITY requests the COUNTY to provide watering the roadway for dust control after regular work hours.

3. PROCEDURES DURING PROJECT

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

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

4. NO WAIVER OF IMMUNITY

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

5. OPTIONAL SERVICES

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

5.2 If necessary, the CITY will furnish flag persons.

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

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

6. TIME PERIOD FOR COMPLETION

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

7. THIRD PARTY

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

8. JOINT VENTURE & AGENCY

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

9. EFFECTIVE DATE

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

10. TERMINATION OF AGREEMENT

The initial term of this Agreement is until September 30, 2023 and will automatically renew for one year thereafter unless terminated by either party in writing. Either party may terminate this Agreement at any time—either before the expiration of the initial term or after the renewal of any term thereafter—by providing the other party with 30-days written notice of termination. In the event of termination by either party, neither party shall have any obligations to the other party under this Agreement, except that the CITY is still liable for payment to the COUNTY for any outstanding invoice for the Project.

TARRANT COUNTY, TEXAS

COUNTY JUDGE

Date: September 27, 2022

COMMISSIONER, PRECINCT FOUR
J.D. JOHNSON

Attest:

APPROVED AS TO FORM*

Criminal District Attorney's Office*

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

CITY OF SAGINAW

Authorized City Official

Date: _____

Attest:

APPROVED AS TO FORM AND LEGALITY

Assistant City Attorney

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (4)(f)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Funding Interlocal Agreement with Tarrant County for FM 156 at Industrial Avenue Intersection Improvements (Construction Phase)

BACKGROUND/DISCUSSION:
Fuel City Saginaw, LLC has led an effort to secure authorization for a Texas Department of Transportation (TXDOT) project to improve the intersection of FM 156 (Blue Mound Road) and Industrial Avenue. The project was funded through the North Central Texas Council of Governments COVID-19 Infrastructure Project. The City of Saginaw is taking the lead as the Local Sponsor.

The proposed Interlocal Agreement (ILA) with Tarrant County will provide for County participation in the construction of the project in the amount of $109,000. The funds will be available on a reimbursable schedule shown below. Upon execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation, the City will be required to make payment for the City's share of the project estimated at $301,000. An executed copy of the AFA and a copy of the City's payment will be required to obtain reimbursement.

Reimbursement Schedule (Subject to Change)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2021				
2022				$25,000
2023	$36,000	$36,000	$12,000	
2024				

FINANCIAL IMPACT:
N/A

RECOMMENDATION:

Staff recommends the City Council authorize the ILA with Tarrant County for the FM 156 at Industrial Intersection Project.

ATTACHMENTS:

Description

Proposed ILA

STATE OF TEXAS	**§**	**Funding Interlocal Agreement**
	§	**for FM 156 at Industrial Avenue Intersection**
COUNTY OF TARRANT	**§**	**Improvements (Construction Phase)**

This Funding Interlocal Agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and the City of Saginaw, hereinafter referred to as CITY, and collectively referred to as the "parties", for the purpose of providing financial support of up to $109,000.00 in Precinct 4 discretionary funds through the 2006 Tarrant County Transportation Bond Program (TBP) to a needed transportation project which both parties find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This Funding ILA is made pursuant to Chapter 791 of the Texas Government Code;

2. To the extent necessary the parties will use current revenues to pay obligations in this Funding ILA;

3. The project benefits the public in that it is a needed transportation project;

4. The COUNTY and the CITY each has the legal authority to perform its obligations in this Funding ILA;

5. The division of costs provided in this Funding ILA constitute adequate consideration to each party; and

6. Both parties acknowledge they are each a "governmental entity" and not a "business entity" as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

The Project, hereinafter referred to as PROJECT, will include new pavement, sidewalks, left and right turn lanes, and signal upgrades at the intersection of FM 156 (South Blue Mound Road) with East Industrial Avenue and Cantrell Sansom Road. .

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

A. All total PROJECT costs, including all construction, right of way acquisition, utility relocation, engineering, planning, surveying, and governmental approval costs

(collectively referred to as "Costs");

B. Construction agreement administration, site review, permitting, and inspection;

C. Interagency cooperation;

D. A detailed schedule of the PROJECT shall be provided to the COUNTY; and

E. The CITY will notify the COUNTY of completion of the PROJECT.

III.
TERM

This Funding ILA shall become effective upon the approval of both parties and shall expire on September 30, 2023 unless terminated as described in Section XIII in this Funding ILA or extended in writing and approved by both parties.

IV.
FISCAL FUNDING ACKNOWLEDGEMENT

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments under this Funding ILA, then the affected party will immediately notify the other party of such occurrence and this Funding ILA shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of payments herein agreed upon for which funds shall have been appropriated.

V.
COST

The COUNTY agrees to reimburse the CITY for eligible construction expenses required for the PROJECT in an amount not to exceed $109,000.00 in accordance with the reimbursement payment schedule in Attachment A. The COUNTY recognizes that construction will be performed by a firm under contract with the Texas Department of Transportation (TxDOT) and that the CITY will make payments to TxDOT. Any reimbursement request from the CITY should include: 1) a copy of the CITY's advance funding agreement with TxDOT; and 2) a copy of the check, certification letter, or other documentation to verify the CITY's proof of payment to TxDOT.

The CITY understands that the CITY will be responsible for cost overruns of the PROJECT and for other expenses incurred by the CITY in performing the services under this Funding ILA.

VI.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This Funding ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any

benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the PROJECT.

VII.
ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this Funding ILA without the prior written consent of the other party.

VIII.
THIRD PARTY BENEFICIARY EXCLUDED

No person other than a party to this Funding ILA may bring a cause of action pursuant to this Funding ILA as a third-party beneficiary. This Funding ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this Funding ILA to the extent such party may have immunity under Texas law.

IX.
AUDIT OF RECORDS

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this Funding ILA and for two years after the completion of the PROJECT.

X.
ENTIRE AGREEMENT

This Funding ILA represents the entire understanding of and between the parties and superseded all prior representations. This Funding ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This Funding ILA shall be governed by the laws of the State of Texas and venue for any action under this Funding ILA shall be in the district courts of Tarrant County, Texas.

XII.
SCHEDULING

The CITY agrees that the COUNTY retains control over the reimbursement payment schedule in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance. Such notification will be in the form of written correspondence delivered by regular mail.

XIII.
TERMINATION

Until funded by the COUNTY as described in Section V, this Funding ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this Funding ILA shall be deemed given when personally delivered or mailed by certified or registered mail to the following officials:

COUNTY:
County Administrator
Tarrant County
100 E. Weatherford Street, Suite 404
Fort Worth, Texas 76196

CITY:
City Manager
City of Saginaw
333 West McLeroy Boulevard
Saginaw, Texas 76179

XIV.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither party waives nor surrenders any of its governmental powers by execution of this Funding ILA.

APPROVED on this day the _____ day of _____, 2022, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

_____
B. Glen Whitley, County Judge

_____
J.D. Johnson, Commissioner, Precinct 4

CITY OF SAGINAW

_____
Todd Flippo, Mayor

APPROVED AS TO FORM:

Criminal District Attorney's Office*	Bryn Meridith, 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, 2023 - $ 109,000.00

$ 109,000.00**

Auditor's Office

*** Funds will be provided by Precinct 4 discretionary funds from the 2006 Transportation Bond Program*

ATTACHMENT A

Project Information

City: City of Saginaw
Project Name: FM 156 at Industrial Avenue Intersection Improvements

Project Schedule

	Start Date	Duration (mo.)	End Date
Design:	-	-	-
ROW Acquisition:	-	-	-
Construction:	Nov-2022	9	Jul-2023

Reimbursement Payment by Phase

Design:	$0.00
ROW Acquisition:	$0.00
Construction:	$ 109,000.00
TOTAL:	$ 109,000.00*

* ***Funded with Precinct 4 discretionary funds from the 2006 Transportation Bond Program***

Reimbursement Payment Schedule by Calendar Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2021	$0.00	$0.00	$0.00	$0.00
2022	$0.00	$0.00	$0.00	$25,000.00
2023	$36,000.00	$36,000.00	$12,000.00	$0.00
2024	$0.00	$0.00	$0.00	$0.00

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (4)(g)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Authorization of an Interlocal Agreement with the City of Fort Worth for Intersection Improvements for FM 156 at Industrial Avenue/Cantrell Sansom Road

BACKGROUND/DISCUSSION:
Fuel City Saginaw, LLC has led an effort to secure authorization for a Texas Department of Transportation (TXDOT) project to improve the intersection of F.M.156 (Blue Mound Road) and Industrial Avenue. The project was funded through the North Central Texas Council of Governments COVID-19 Infrastructure Project. The City of Saginaw is taking the lead as the Local Sponsor although Fuel City, City of Fort Worth, and potentially the City of Blue Mound will be participants requiring one or more Interlocal Agreements for the phases of work.

The proposed Interlocal Agreement with Fort Worth will provide for their utility relocations within the Fort Worth right-of-way and also facilities owned by the City of Fort Worth within the City of Saginaw's right-of-way.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval of the Interlocal Agreement with the City of Fort Worth.

ATTACHMENTS:

Description

Proposed ILA with Fort Worth

INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT WORTH AND THE CITY OF SAGINAW

INTERSECTION IMPROVEMENTS TO FARM TO MARKET 156 AT INDUSTRIAL BOULEVARD / CANTRELL SANSOM ROAD

This Interlocal Agreement **("Agreement")** is made between the City of Fort Worth ("**Fort Worth**"), a home-rule municipal corporation of the State of Texas, and the City of Saginaw ("**Saginaw**"), a home-rule municipal corporation of the State of Texas. The cities of Fort Worth and Saginaw are collectively referred to as the "**Parties**" and individually as a "**Party**"; and

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

WHEREAS, each governing body, in performing governmental functions or in funding the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, this Agreement is to provide a government function or service that each Party is authorized to perform individually; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties, that the undertaking will benefit the public and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, there are planned intersection improvements on Farm to Market 156 ("FM 156") at Industrial Boulevard and Cantrell Sansom Road (the "Project") to improve safety, efficiency and level of service; and

WHEREAS, the Project is located in Tarrant County and within the cities of Saginaw, Fort Worth, and Blue Mound; and

WHEREAS, the City of Saginaw is responsible for the Project design and environmental clearances; and

WHEREAS, the cities of Saginaw, Fort Worth, and Blue Mound are responsible for Project right of way and utility adjustment requirements within their city limits; and

WHEREAS, the Project has been selected for federal funding for the construction phase by the Regional Transportation Council of the North Central Texas Council of Governments ("NCTCOG") under the COVID-19 Infrastructure Program; and

WHEREAS, the Texas Department of Transportation ("TxDOT") will manage the Project and will execute an Advance Funding Agreement ("AFA") in the approximate amount

of $4,000,000.00 with Saginaw, which includes approximately $2,700,000.00 in federal funding for the construction phase; and

WHEREAS, the federal funding requires a local match in the approximate amount of $390,000.00, which Fort Worth's Project participation is in the approximate amount of $110,000.00 for the subsurface utility engineering ("SUE") and construction phase local match; and

WHEREAS, Saginaw will execute individual interlocal agreements to accept local funding proportional to the construction improvements, and to provide for ROW and utility adjustment participation as it is relates to that municipality;

NOW THEREFORE, IN CONSIDERATION of the above recitals and the mutual promises and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE 1
PROJECT

Project. Fort Worth and Saginaw agree to cooperate for the implementation of the intersection improvements of FM 156 at Industrial Blvd. / Cantrell Sansom Road.

ARTICLE 2
DUTIES

Saginaw. Saginaw agrees to: 1) execute an AFA with TxDOT for the local match contribution and for TxDOT to manage implementation of the Project, 2) provide for the design and environmental clearance of the Project, that will be included as part of the AFA, and 3) either provide for or participate in the funding for the necessary ROW and utility adjustments to accommodate the Project that are Saginaw's responsibility.

Fort Worth. Fort Worth agrees to: 1) provide funding in the approximate amount of $110,000.00 for the SUE and construction phase local match of the Project that are within the Fort Worth city limits and 2) either provide for or participate in the funding for the necessary ROW and utility adjustments to accommodate the Project that are Fort Worth's responsibility (including Fort Worth utilities that are located in Saginaw)

ARTICLE 3
GENERAL TERMS

A. Current Revenue. No debt is created by this Agreement. Saginaw and Fort Worth each hereby warrant that all payments, contributions, fees and disbursements, if any, required under this Agreement shall be made from then-current revenues.

B. No Waiver of Immunity or Defenses. Nothing in the performance of this Agreement shall impose any liability for claims against either Fort Worth or Saginaw, other than claims for

which the Texas Tort Claims Act may impose liability. Nothing contained herein shall be deemed to waive any immunity or defense or constitute a waiver of governmental immunity by Fort Worth or Saginaw.

C. No Third Party Beneficiaries. It is understood by the Parties that this Agreement is entered into for the mutual convenience and purposes of Saginaw and Fort Worth and it is the Parties intent that no other person shall be construed as a beneficiary of this Agreement. Further, the Parties do not intend for any third party to obtain any right by virtue of this Agreement.

D. No Creation of Rights. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those stated in the Agreement. Further, this Agreement shall not create any rights in any party not a signatory to the Agreement.

E. Force Majeure. If, by reasons of Force Majeure, any party will be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such party will give written notice of the particulars of such Force Majeure to the other party or parties within a reasonable time after the occurrence of such event. The obligations of the party giving such notice, to the extent affected by such Force Majeure, will be suspended during the continuance of the inability claimed and for no longer period, and any such party will in good faith exercise its best efforts to remove and overcome such inability.

F. Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the balance of this Agreement shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

G. Amendment. This Agreement may only be amended, altered, or revoked by written instrument duly authorized and signed by the parties to such amendment.

H. Notice. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, its agents, employees, servants or representatives, (2) delivered by electronic means with confirmation of the transmission, or (3) received by the other Party by United States Mail, registered, return, receipt requested, addressed as follows:

City of Fort Worth
Attn: William Johnson,
Assistant City Manager
200 Texas Street
Fort Worth, TX 76102-6311
Facsimile: (817) 392-8654

City of Saginaw
Attn: Gabe Reaume
City Manager
333 West Mcleroy Blvd
Saginaw, TX 76179
Facsimile: 817-232-4644

Email: William.Johnson@fortworthtexas.gov Email: greaume@saginawtx.org

With Copy to the City Attorney at same mailing address.

The parties may from time to time change their respective addresses, and each shall have the right to specify as its address any other address upon at least ten days written notice to the other party.

I. Entire Agreement. This Agreement, including any exhibits attached and made a part hereof, is the entire Agreement between the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein.

J. Effective Date and Term. This Agreement shall become effective immediately upon its execution by both parties and shall be for a term of one year or until completion of the Project, whichever occurs last.

K. Non Discrimination. Neither Fort Worth nor Saginaw, nor any of their officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this contract, shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

Fort Worth and Saginaw agree that in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, religion, color, sexual orientation, or national origin, nor will either party permit its respective agents, employees, subcontractors or program participants to engage in such discrimination.

ACCORDINGLY, Fort Worth and Saginaw have each caused this instrument to be executed in **duplicate** on each city's respective behalf by its duly authorized representative.

SIGNATURE PAGES TO FOLLOW

EXECUTED and EFFECTIVE as of the date last written by a signatory, below.

CITY OF FORT WORTH, TEXAS:

By: _____
William Johnson
Assistant City Manager

Date: _____

CITY OF SAGINAW, TEXAS

By: _____
Todd Flippo
Mayor

Date: _____

APPROVAL RECOMMENDED:

By: _____

Lauren Prieur, Interim Director
Transportation and Public Works

APPROVAL RECOMMENDED:

By: _____

Randy Newsom
Director of Public Works

APPROVED AS TO FORM AND LEGALITY:

By: _____

Douglas W. Black
Senior Assistant City Attorney

FORM 1295: N/A

CONTRACT AUTHORIZATION
M&C:
Date Approved:

ATTEST:

By: _____

Jannette S. Goodall
City Secretary

CONTRACT COMPLIANCE MANAGER:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: _____

Transportation Manager

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (4)(h)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Authorization of Task 2 to Professional Services Agreement with Cobb, Fendley & Associates, Inc. to provide Right-of-Way Services for the FM 156 at Industrial Avenue Intersection Project (CSJ # 0718-02-076)

BACKGROUND/DISCUSSION:
On September 20, 2022, the City Council authorized a Professional Services Agreement with Cobb, Fendley & Associates, Inc. (Cobb Fendley) to provide Utility Clearance Coordination Services for the FM 156 at Industrial Avenue Intersection Project (CSJ # 0718-02-076). The contract allowed for future amendments to the contract with scope and fee to be authorized by the City Council.

Task 2 will authorize Cobb Fendley to manage and negotiate right-of-way required for the project. Three parcels of land will be acquired. The scope includes all necessary documentation and processes as required by the Texas Department of Transportation. Final purchase costs and outside fees and potential relocation costs are not included in the fee and will be authorized by the City Council as parcels are processed/acquired.

The total fee is $50,900 and will Lump Sum on a Task Basis. Payments will be made based on the percentage complete of the overall tasks as described in Exhibit "B" of the Agreement.

FINANCIAL IMPACT:
The financial impact will be $50,900. Funds are available from the 2020 Certificates of Obligation, Account 06-1516-20.

RECOMMENDATION:
Staff recommends that the City Council approve Task 2 to the Professional Services Agreement with Cobb Fendley for Right-of-Way Services for the FM 156 at Industrial Avenue Intersection Project (CSJ # 0718-02-076) in an amount not to exceed $50,900.

ATTACHMENTS:

Description

Task Order No. 2

ATTACHMENT A

TASK ORDER NO. 02

Pursuant and subject to the above captioned MSA dated between City of Saginaw, Texas (CLIENT) and Cobb, Fendley & Associates, Inc. (CONSULTANT). CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

CLIENT PROVIDED INFORMATION:

Work Site: FM 156 @ E Industrial Blvd/Cantrell Sansom Rd
Work to Be Performed: Parcel Survey and Right of Way Services
Drawings, plans, specifications (are) (are not) attached: Are not
Date and Time to Commence: Upon Notice to Proceed
Date and Time to Complete: Approximately 5-7 months after the Work to Be Performed commences
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): None
Invoice Mailing Instructions: _____
Other Requirements or Variance from MSA (if any): _____

CONSULTANT PROVIDED INFORMATION:

Compensation: $50,900.00
Billing Terms: Percent complete, according to Exhibit "B"

Scope of Work:
See Exhibit "C"

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CONSULTANT:	**CLIENT:**
COBB, FENDLEY & ASSOCIATES, INC.	**CITY OF SAGINAW, TEXAS**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit "B"

FM 156 @ Cantrell Sansom

ROW Services Fee Schedule (assuming TxDOT oversight/standards)

Parcel ID	Property Owner	Title Abstract / Escrow	Rights of Entry	Parcel Plat/Legal & Set Type II Monuments	Appraisal	Appraisal Review	Negotiation Services	Closing Services	Totals	Notes
06975712	Fuel City Saginaw LLC	$1,000.00	$500.00	$13,000.00			$2,500.00	$750.00	$17,750.00	Seeking donation, will pursue waiver of appraisal
02319179	QT South LLC	$1,000.00	$750.00	$3,650.00	$4,500.00	$1,800.00	$5,000.00	$750.00	$17,450.00	Seeking donation, will pursue waiver of appraisal
41563190	MOUNTAIN BMTX001 LL	$1,000.00	$750.00	$2,900.00	$4,500.00	$1,800.00	$4,000.00	$750.00	$15,700.00	Seeking donation, will pursue waiver of appraisal
Subtotals		**$3,000.00**	**$2,000.00**	**$19,550.00**	**$9,000.00**	**$3,600.00**	**$11,500.00**	**$2,250.00**	**$50,900.00**	

*Not Included - TxDOT ROW Map, Condemnation Support Services, Appraisal/Appraisal Review Updates, Appraiser Hearing Prep/Testimony, Title Policy/Escrow Fees

Exhibit "C"

FM 156 Project October 5, 2022

Scope of Work

Client: City of Saginaw
ROW Consultant: CobbFendley

1) Project Management

a) Communication

i) Prepare and deliver regular monthly invoices. Invoices will be provided to Client within Fourteen (14) days after the last day of each month.

(1) CobbFendley will pay all subcontractors for work performed within ten (10) days after payment is received from Client.

ii) Prepare initial property owner contact list.

iii) Attend status meetings as requested with Client and Project Team. The attendance of the status meetings will be on an as needed basis, as requested by Client.

iv) Prepare and deliver a monthly written report to Client on the status of service, tasks completed, and service tasks remaining, in order to bring each parcel into possession of the Client.

b) File Management

i) All project and parcel documents will be kept in the CobbFendley Fort Worth office and on the CobbFendley computer server, with permanent records in digital/electronic format transferred to the Client, once project is complete.

ii) Maintain records of all payments to property owners including amount and date paid. Electronic copies will be provided to the Client.

iii) Maintain copies of all correspondence and contacts with property owners. Electronic copies will be provided to the Client at the end of the project or upon request.

2) Survey

a) Right-of-Way (ROW) Data

i) Prepare full boundary and topographic survey of the intersection of FM 156 and Samson Cantrell in Saginaw, Texas, within the following limits:

(1) 500' East and West of FM 156

(2) 200' North and South of Cantrell Sansom

(3) 25' beyond highway limits for topo

ii) The Surveyor will perform a boundary survey in accordance with accepted Survey practices in the State of Texas of the above described existing public and adjoining private property boundaries within the project limits to determine all current surface property ownership and

interests. These can include but are not limited to: private property, public right of ways, easements. No mineral interests will be required.

iii) The Surveyor will prepare an abstract map showing all surface property interests of public record.

iv) Upon receiving a final layout of the proposed Right of Way, baseline alignment and roadway improvements, the Surveyor will prepare property descriptions for the proposed acquisition.

v) The Texas Coordinate System of 1983 (NAD83 State Plane Coordinates) and NAVD88 Vertical Datum, with values in US Survey Feet, will be used as the basis for all coordinates derived for this project, unless otherwise directed by the Client.

vi) The Surveyor will prepare a Property Description for each parcel or tract.

(1) Metes and bounds description of the property and (2) a parcel plat.

(2) Each part of a Property Description will be signed and sealed by a RPLS.

vii) Prepare a TxDOT ROW Map including approximately 1000' east-west and 500' north-south at this intersection, once all parcels are acquired and construction is finished, including setting nine permanent (Type II) TxDOT ROW monuments.

3) Right of Entry

a) Research property ownership

b) Maintain copies of correspondence and contacts with property owners.

c) Contact property owner by phone and/or letter requesting signature on the Right of Entry Agreement (ROE).

d) Seek to obtain signed ROE from property owner for the purposes outlined by Client.

e) Transmit copies of the signed ROEs to Client.

4) Real Estate Appraisal Services

a) Appraiser will prepare and conduct personal pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser on the inspection of the subject property.

b) As necessary, prepare written notification to the Client of any environmental concerns associated with the right of way to be acquired that could require environmental re-mediation.

c) Appraisal Report

i) Appraiser will prepare an appraisal report for each parcel to be acquired in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation and in compliance with TxDOT policies and procedures.

5) Real Estate Appraisal Review Services

a) Review Appraiser will review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, and compliance with TxDOT policies and procedures as well as the Uniform Standards of Professional Appraisal Practice.

Exhibit "C"

6) Negotiation Services

a) CobbFendley will analyze preliminary Title Commitment report to determine potential title problems and prepare a title curative plan outlining methods to cure title deficiencies.

b) Secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions.

c) CobbFendley will analyze appraisal report(s) and confirm the Client approved value prior to making offer for each parcel.

d) CobbFendley will prepare and send the letter transmitting the Landowner's Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR) to owner of each parcel.

e) CobbFendley will prepare all documents required on forms approved by the Client and in compliance with State and Federal laws. (i.e.; the initial offer letter, purchase agreement, instruments of conveyance)

f) CobbFendley will send the written offers and appraisal report(s) to each property owner or the property owner's designated representative through CMRRR.

g) Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

h) CobbFendley will respond to property owner inquiries verbally and in writing within two (2) business days.

i) CobbFendley will prepare and maintain a contact log for each parcel.

j) CobbFendley will advise property owner of counteroffer process, assist them with the preparation of the counteroffer package, and will transmit written counteroffer to Client.

k) The curative services necessary to provide a clear title to the Client are the responsibility of CobbFendley and thus are part CobbFendley's fee for Negotiation Services. Fees charged by financial institutions to process lien releases or title insurance fees will be passed through without mark-up and are not included in the CobbFendley services fee.

l) CobbFendley performs closing services in conjunction with the Title Company and will attend closings. In the event of a closing by mail, title work will be reviewed prior to the closing by mail and again prior to recording of the instrument.

m) CobbFendley will cause the recordation of all original instruments immediately after closing at the County Clerk's Office, except for donations, which must be forwarded to the Client for acceptance prior to recording. These recording costs are reimbursed as pass-through costs.

n) CobbFendley will secure title insurance for all parcels acquired, insuring acceptable title to the Client. Written approval by the Client is required for any exception. Title insurance costs will be reimbursed as pass-through costs.

7) Condemnation Support Services (Pre-Hearing Support)

a) CobbFendley will, upon receipt of a copy of the final offer by parcel owner, request an updated Title commitment for Eminent Domain from the Title Company.

b) CobbFendley will prepare and provide a memo requesting condemnation proceedings using information from the Title Commitment and all other available sources to join all interested parties.

c) CobbFendley will prepare and deliver to Client packets containing all documents and contents of the parcel file.

d) Beyond delivery of items listed above, any fees for the preparation, time and testimony provided by CobbFendley or the appraiser(s), related to any condemnation hearing proceedings, will be handled by the Client.

8) To be provided by Client

a) Copies of all appraisal reports produced or acquired by the Client relating specifically to each parcel prepared in the last 10 years.

b) Schematics and plans of project.

c) Timely reviews and approval of all submissions.

d) All necessary standard forms and brochures.

e) Process and issue all payments of approved purchase prices for each parcel, relocation payments, and incidental expenses involved in the transfer of property to the Client.

f) Fees charged by financial institutions to process lien releases or title escrow fees.

g) Final approval for all appraisals, relocation supplements, and relocation move payments, including paying movers for a cost estimate for moving personal property.

h) Payment of costs of incidental expenses required to transfer real property to the Client.

i) Responsible for the disposal of property and the accommodation, coordination, verification and adjustment of utilities.

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (4)(i)

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

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:
Consideration and Action regarding a Chapter 380 Economic Development Incentive Agreement with Blazing Hospitality (1005 N. Saginaw Blvd.)

BACKGROUND/DISCUSSION:
The proposed agreement is a Chapter 380 Agreement with Blazing Hospitality. It addresses the demolition of the existing building at 1005 N. Saginaw Blvd. The building has been vacant for many years. The purpose of the demolition is to support future development of the property. The agreement sets forth the City's participation which is an amount not to exceed $25,000.

The proposed agreement was not available at the time the meeting packet was prepared.

FINANCIAL IMPACT:
The financial impact is not to exceed $25,000.

RECOMMENDATION:
Staff recommends approval.

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (4)(j)

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

E-mail: krinehart@saginawtx.org

Phone: 18172300331

SUBJECT:
Action regarding Aquatic Center Repairs and Renovations

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. 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.

In October 2021, the City Council approved a 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. At that meeting, staff discussed that these were repairs that we knew needed to be made. At this meeting it was discussed with the City Council that there was still the unknown once we made the repairs, turned on the electricity and turned on the water.

On April 5, 2022, City Manager Reaume sent an email to the City Council reminding that the Aquatic Center contractor has found additional items to repair/replace. Staff has submitted claims to the insurance adjuster for approximately $20,500 of this amount to be reimbursed. Insurance may or may not approve items as a part of the winter storm claim. Regardless, these items need to be repaired and replaced prior to opening for public use. The amount for repairs that the contractor found at this time is $24,495.89.

During the week of October 3, 2022, we received a revised bill for the remaining number of repairs that were found and made prior to and during the 2022 Summer Swim Season that includes the resurfacing of the pool. The reason for the delay of the bill was due to a warranty issue to the pool resurfacing that will be corrected at no charge to the City within the month of October 2022. The remaining amount owed is $80,608.71.

FINANCIAL IMPACT:
The financial impact will be $80,608.71. Funds are available in account 01-7000-08-00 to cover this

expenditure.

RECOMMENDATION:

The amount for repairs that the contractor found is $80,608.71. These items include pool resurfacing, 110’ of beach entry safety grating, grating supplies, and chemical controller. The remaining amount owed is $80,608.71. These items were needed to be repaired and replaced prior to opening for public use.

ATTACHMENTS:

Description

City of Saginaw

Meeting Date: 10/18/2022

Staff Contact: Doug Spears
Fire Chief

Agenda Items: (4)(k)

E-mail: dougspears@saginawfire.us

Phone: 817-230-0412

SUBJECT:
Action regarding New Fire Engine Purchase

Council approval to proceed with the purchase of a Pierce replacement fire engine from Siddons Martin Emergency Group. Funding in the amount of $950,000 for the replacement apparatus was approved by City Council in the current year's budget utilizing $800,000 in savings from the new fire station construction project and $150,000 of American Rescue Plan Act or ARPA funds.

BACKGROUND/DISCUSSION:
Our 2003 year model fire engine is at the very end of useful life cycle requiring replacement. Delivery time for new apparatus is 26-27 months necessitating immediate order. Staff was aware of anticipated pricing increases from apparatus manufactures and extended delivery times for orders so maximum effort was extended to quickly establish the design specs to meet our needs, consider manufactures and purchase method options to potentially avoid price increases where possible. Pierce has been and continues to be our preferred fire apparatus manufacturer. Preemptive effort has resulted in us being able to forgo impact of two pricing increases, one from the motor manufacturer and one from the fire engine manufacturer saving us $14,366 and $63,483 respectively.

FINANCIAL IMPACT:
As we have on previous apparatus purchases we plan to utilize our membership in the BuyBoard Purchasing Cooperative and its competitive procurement process to receive the maximum pricing discount from vendors and continue taking advantage of available Pierce pre-pay discounts.

Apparatus purchase price is $938,868. Applying a chassis prepay discount of $11,406, a full prepay discount of $25,585 ($35,581 total from both), and the BuyBoard fire apparatus purchase fee adjusts the purchase price to $903,377.00

The remaining budgeted funds will be utilized to purchase the necessary loose equipment for the apparatus

from various vendors. The narrow time window to preempt the apparatus pricing increases has prevented us from finalizing our loose equipment list.

RECOMMENDATION:

Staff recommends approval to proceed with the purchase of a Pierce fire engine apparatus from Siddons Martin Emergency Group taking advantage of the available prepay discounts.

City of Saginaw

Meeting Date: 10/18/2022

Staff Contact: Doug Spears
Fire Chief

Agenda Items: (4)(l)

E-mail: dougspears@saginawfire.us

Phone: 817-230-0412

SUBJECT:
Action regarding Contract Renewal with Tarrant County Emergency Services District #1 for 2022-2023

Tarrant County Emergency Services District #1 annual contract renewal for Saginaw Fire Department to provide emergency response services to designated unincorporated areas of Tarrant County.

BACKGROUND/DISCUSSION:
Through contract Saginaw Fire Department provides fire, rescue and emergency medical services to designated unincorporated areas of Tarrant County.

See accompanying memo and contract exhibits.

FINANCIAL IMPACT:
Saginaw will be compensated $112,000 for the services provided in fiscal year 2022-23 and has been awarded a $25,000 fire equipment grant.

RECOMMENDATION:
Staff recommends approval as presented.

ATTACHMENTS:

Description

CM Memo
SFD TCESD 2022-23 Contract

Saginaw Fire Department

400 S. Saginaw Blvd. Saginaw, Texas 76179
Tel: 817-230-0412 Fax: 817-232-3731

DOUG SPEARS
FIRE CHIEF

TO: City Manager Gabe Reaume

FROM: Fire Chief Doug Spears

DATE: October 12, 2022

RE: 2022-2023 Tarrant County ESD # 1 Contract Renewal

Please find attached the proposed contract with the Tarrant County Emergency Services District (ESD) #1 for fiscal year 2022-2023. The contract is for providing fire, rescue and EMS First Responder services to a designated portion of unincorporated Tarrant County. The contract mirrors the previous year's contract with exception to the payment amount. Our payment for services rendered will increase from $102,000 to $112000, a $10,000 (just over 7.8%) increase.

The ESD has again provided grant opportunities for contracting departments and our department is eligible for grant funding up to $25,000. We have submitted and been approved for the full $25,000 grant amount which will be utilized to replace some of our aged thermal imaging cameras and other loose fire equipment. We have been a successful recipient of ESD grants every year for which they were available and for the highest funding amounts permitted.

I have reviewed the contract and recommend approval as presented.

THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

City of Saginaw, Texas
Fire Service
Equipment
Grant

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF SAGINAW, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of ONE HUNDRED TWELVE THOUSAND ($112,000.00) during this contract year by making equal quarterly payments during the months of January 2023, April 2023, July 2023 and October 2023 for fire protection services in the service area outlined in Exhibit "A."

Section 4: Equipment

During the period of this Agreement the DISTRICT will provide an engine tanker truck for the CITY's use. Title to such trucks shall remain with the DISRICT and the CITY shall return the trucks to the DISTRICT upon expiration or termination of this Agreement, ordinary wear and tear excepted. By housing the tanker truck the CITY agrees to use the equipment for calls beyond its service area in the event that conditions warrant its use. The parties to this Agreement agree that the County Fire Marshal will have the discretion to make decisions governing its use. CITY agrees to provide manpower to operate the equipment. CITY agrees to provide routine maintenance for this truck, including, but not limited to, fuel, tires, oil, transmission fluid, and spark plugs. DISTRICT will provide insurance against damage to the truck and damage, if any, for liability for the use of the equipment. The equipment may not be used as a first responder (EMS) unless necessary, for example, other vehicles are already dispatched in emergency response. Additionally, the CITY will comply with the Tarrant County ESD Equipment Policy which is attached hereto as Exhibit "C" for the usage of the equipment.

Other than property described in the previous paragraph, DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 5: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2022 and ending September 30, 2023. Regarding response purposes, this Agreement will remain in force until the 2023-24 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2023 under the same terms and conditions.

Section 6: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 7: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 8: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 9: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 10: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 11: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 12: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been

responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 13: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 14: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 15: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 16: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 17: Grant from District

During the DISTRICT's 2023 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2023. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

_____
President

ATTEST:

_____
Secretary/Treasurer

CITY OF SAGINAW, TEXAS

_____
Authorized Official

ATTEST:

_____
Secretary

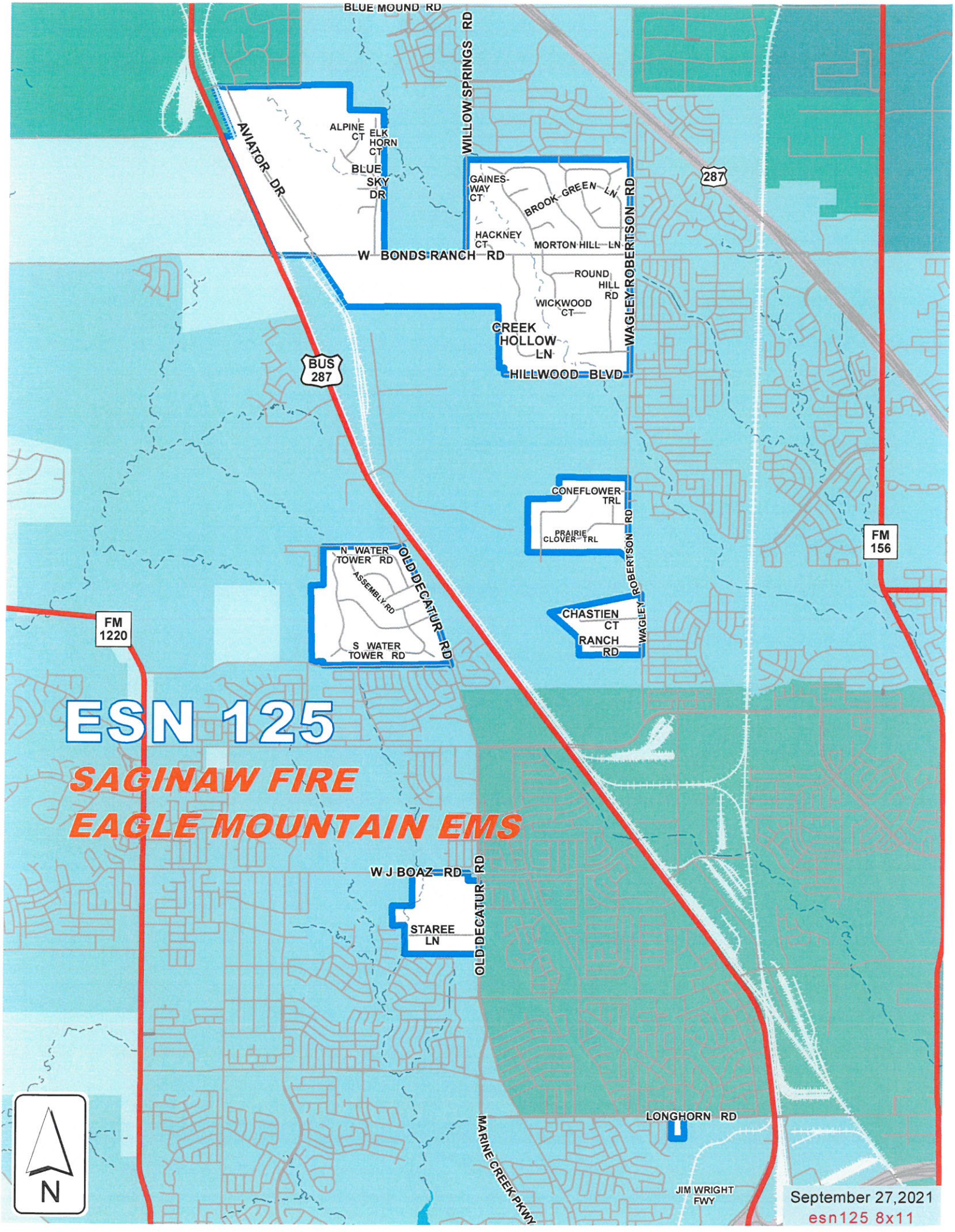

BLUE MOUND RD
WILLOW SPRINGS RD
AVIATOR DR
ALPINE CT
ELK HORN CT
BLUE SKY DR
GAINES-WAY CT
BROOK GREEN LN
HACKNEY CT
MORTON HILL LN
WAGLEY ROBERTSON RD
287
W BONDS RANCH RD
ROUND HILL RD
WICKWOOD CT
CREEK HOLLOW LN
HILLWOOD BLVD
BUS 287
CONEFLOWER TRL
PRAIRIE CLOVER TRL
FM 156
N WATER TOWER RD
ASSEMBLY RD
OLD DECATUR RD
S WATER TOWER RD
CHASTIEN CT
RANCH RD
FM 1220
ESN 125
SAGINAW FIRE
EAGLE MOUNTAIN EMS
W J BOAZ RD
STAREE LN
LONGHORN RD
MARINE CREEK PKWY
JIM WRIGHT FWY
N
September 27,2021
esn125 8x11

EXHIBIT "C"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

EQUIPMENT POLICY

Table of Contents

Title	Policy Number
Mission Statement	100.0
Types of Calls Inside Tarrant County	101.0
Care and Maintenance	102.0
Training and Staffing	103.0
Types of Calls Outside Tarrant County	104.0
Inspections by the District	105.0

TARRANT COUNTY ESD **100.0**

Mission Statement

To provide emergency services to the residents of the unincorporated areas of Tarrant County by offering equipment for fire fighting and emergency medical purposes to the unincorporated areas of Tarrant County and providing available equipment to support and supplement existing equipment along with supervising the availability of this equipment for the citizens it serves.

Types of Calls the Apparatus Inside Tarrant County

---

1. Structure fires where no adequate water supply exists. (Tanker)
2. In support of the fire fighting units engaged in grass and brush fires.
3. In support of fire fighting units(s) engaged in such emergencies that require a large supply of water. (Tanker)
4. In support of fire fighting activities of Fire departments that contract with the Emergency Service District.
5. Other such calls, emergencies, or other activities as directed by the Tarrant County Fire Marshal's Office.
6. As assigned by the Fire Chief of the appointed departments which house the apparatus.

Care and Maintenance

---

1. Each individual fire department who contracts with the Emergency Service District to house and operate one of these units shall be responsible for normal day to day operation cost, and the regular maintenance of that particular unit. Day to day operating cost include: fuel, motor oil, lubricants, fan belts, water hoses, anti-freeze, air filters, transmission fluids, etc. Preventative maintenance includes scheduled oil and filter changes per manufacturer specifications, lubrications, tire rotations if needed, etc.

2. On all major repairs, each department will advise the Emergency Service District Board or the Tarrant County Fire Marshal's Office and coordinate these repairs with them. Top priority shall be given to keeping all units in service at all times.

3. All damages to the apparatus and the equipment assigned to it, either minor or major in nature, shall be reported to the Tarrant County Fire Marshal's Office who is assigned to oversee the operation of these units as soon as possible so that it can be repaired.

4. Anytime any unit is to be out of service whether for a mechanical reasons or otherwise, it shall be reported to the Tarrant County Fire Marshal's Office and also the Tarrant County Fire Alarm Center who will coordinate temporary coverage for that area that unit protects.

5. The Tarrant County Fire Marshal's Office shall coordinate warranty repair.

6. The department to which a Tanker is assigned is also responsible to see that the apparatus is not to leave the hard surface of the road.

Training and Staffing

1. Each individual department that is assigned one of the apparatus is responsible for training its personnel in the operations of the unit. This includes, but is not limited to, driving and all operations of the units.

2. When responding to emergency calls, it shall be up to the Fire Chief of the department the vehicle is assigned to, to oversee that the vehicle is adequately staffed for any particular assignment to which it is responding.

3. All drivers of the apparatus must at least possess a class "B" exempt driver's license.

Outside Unincorporated Usage

---

1. If, in the opinion of the Tarrant County Fire Marshal's Office, the utilization of this equipment outside of Tarrant County will serve a public purpose of the citizens of Tarrant County, Texas then the equipment may be used outside of Tarrant County, Texas in an area under the jurisdiction of a city or volunteer fire department.

2. On major incidents outside the boundaries of unincorporated Tarrant County, only one unit from the northern district and one unit from the southern district shall be permitted to leave the county. Priority shall always be with protecting the citizens of the unincorporated Tarrant County area.

3. Response to areas inside Tarrant County, but outside the responsible areas of the Emergency Services District, shall be coordinated through the Tarrant County Fire Alarm Center and also be limited only to those cities who contract with the District and can only be utilized for fire fighting purpose only. The Tarrant County Fire Alarm Center will then notify the Tarrant County Fire Marshal's Office when this occurs.

Inspection by the Emergency Services District

1. The Emergency Service District or its representatives shall be allowed to inspect each apparatus and the equipment assigned to it at any reasonable time to assure that the apparatus is being maintained, adequately equipped, and is available for emergency calls.

2. Apparatus that is not being maintained or equipped, and therefore unavailable for calls, can and shall be reassigned to another department if the Emergency Service District decided that such a reassignment would better serve the district and its citizens.

Exhibit "D"

GRANT FROM DISTRICT

City of Saginaw

(Items included in the categories below are based on the agency's itemized request and will be reimbursed in strict compliance with the agency's grant submission.)

Grant Purpose	Amount
Thermal imaging cameras	$25,000.00

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (7)

Staff Contact: Susy Victor-Trevino
Planning Manager

E-mail: svictor@saginawtx.org

Phone: 8172300440

SUBJECT:
Consideration and Action regarding Recommendation from Planning and Zoning Commission regarding Site Plan for Senior Living at Saginaw Phase 3 on 2.987 acres out of the Alexander F. Albright Survey, Abstract No. 1849, more commonly known as 816 W. McLeroy Blvd.

BACKGROUND/DISCUSSION:
The proposed site plan is an extension of the applicant's overall project, which includes phases one (1) and two (2) of the Senior Living at Saginaw, adjacent to the property. Phases one (1) and two (2) of the Senior Living at Saginaw include The Lodge of Saginaw Health and Wellness, and Edition Senior Living. The Development Review Committee has reviewed the proposed site plan and determined that it is in conformance with city standards.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
The Planning and Zoning Commission recommends approval.

ATTACHMENTS:

Description

Memo with Attachments--Proposed Site Plan
P&Z Minutes 10-11-2022

City of Saginaw
Planning and Zoning

Site Plan for 816 W. McLeroy Boulevard

Date: October 11, 2022

To: Chairman and Members of the Planning and Zoning Commission

From: Susy Victor-Trevino, Planning Manager

Subject: Consideration and Action Regarding Approval of a Site Plan for Senior Living at Saginaw Phase 3 on the 2.987 acres out of the Alexander F. Albright Survey, Abstract No. 1849, more commonly known as 816 W. McLeroy Boulevard, Saginaw, Texas 76179.

Background/Discussion:

Anand Patel has submitted a request for an approval of a site plan for Senior Living at Saginaw Phase 3 on the 2.987 acres out of the Alexander F. Albright Survey, Abstract No. 1849, more commonly known as 816 W. McLeroy Boulevard, Saginaw, Texas 76179.

The proposed site plan is an extension of the applicant's overall project, which includes phases one (1) and two (2) of the Senior Living at Saginaw, adjacent to the property. Phases one (1) and two (2) of the Senior Living at Saginaw include The Lodge of Saginaw Health and Wellness, and Edition Senior Living.

The Development Review Committee has reviewed that site plan for Senior Living at Saginaw Phase 3 and has determined that it is in conformance with city standards.

Staff Recommendation:

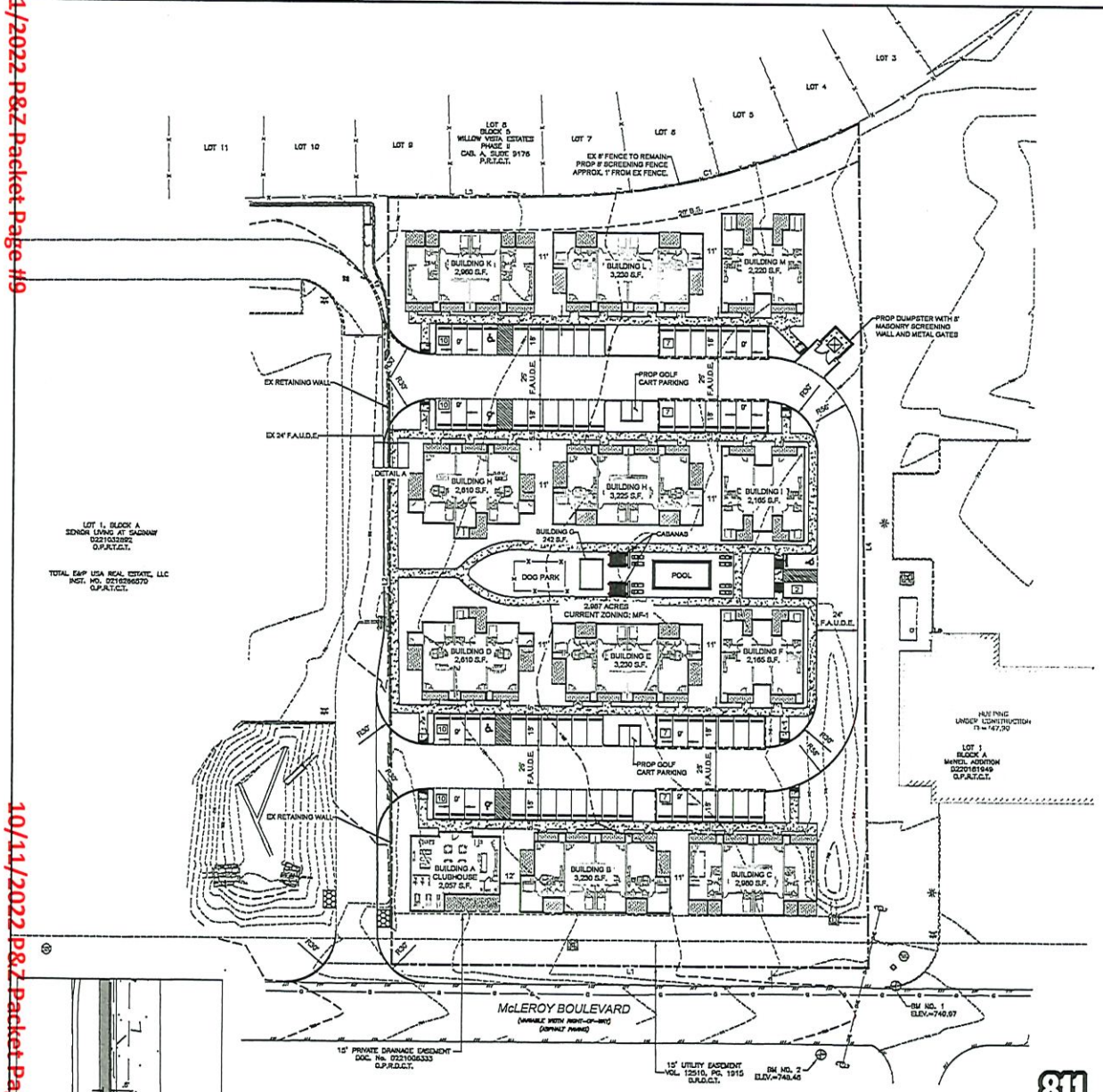
Staff recommends that the request for an approval of a site plan for Senior Living at Saginaw Phase 3 on the 2.987 acres out of the Alexander F. Albright Survey, Abstract No. 1849, more commonly known as 816 W. McLeroy Boulevard, Saginaw, Texas 76179 be forwarded to the City Council with a recommendation for approval.

Attachments:

Senior Living at Saginaw Phase 3 Site Plan

10/11/2022 P&Z Packet Page #8

10/14/2022 P&Z Packet Page #9



EXISTING LEGEND

1/2" IR FOUND	IRRIGATION VALVE	NO PARKING
1/2" IR SET	WATER VALVE	CONCRETE
5/8" IR FOUND	FIRE HYDRANT	GRAVEL
3/8" IR FOUND	P.I. VALVE	BRICK
MONUMENT FOUND	UTILITY POLE	STONE
PK NAIL SET	WATER METER	WOOD DECK
1/2" IP FOUND	GAS METER	RETAINING WALL
X-FOUND	A/C PAD	TILE
X-SET	TRAFFIC BOX	BUILDING LINE
1" IR FOUND	GAS MARKER	EASEMENT
1" IP FOUND	OVERHEAD UTILITY LINE	BOUNDARY
POINT FOR CORNER	GUY WIRE ANCHOR	RIGHT-OF-WAY LINE
CONCRETE MONUMENT	BARBED WIRE FENCE	PARKING STRIPE
3/4" IP FOUND	IRON FENCE	HANDICAP SPACE
TELE. BOX	CHAIN LINK FENCE	
CABLE BOX	WOOD FENCE	
ELECTRIC BOX	PIPE RAIL FENCE	
BRICK COLUMN	COVERED AREA	
STONE COLUMN	ASPHALT	
STORM DRAIN MH.	FIRE LANE STRIPE	
SAN. SEW. CLN.	BRICK RET. WALL	
BOLLARD POST	STONE RET. WALL	
LIGHT POLE	CON. RET. WALL	
SAN. SEW. MH.		

SITE DATA SUMMARY TABLE

SITE ACREAGE:	2.987 ACRES (130,107 S.F.)
CURRENT ZONING:	MF-1 MULTI-FAMILY
PROPOSED USE:	SENIOR INDEPENDENT LIVING
BUILDING AREA:	32,904 S.F.
NUMBER OF STORIES:	1
BUILDING HEIGHT:	30'-0"
BUILDING COVERAGE:	25.29%
FLOOR AREA RATIO:	0.25
IMPERVIOUS AREA:	85,627 S.F. (65.8%)
PERVIOUS/LANDSCAPE AREA:	44,480 S.F. (34.2%)
REGULAR PARKING REQUIRED:	
1.5 SPACES / 1 BED UNIT (26 UNITS):	39 SPACES
2 SPACES / 2 BED UNIT (6 UNITS):	12 SPACES
1 SPACE / STUDIO UNIT (4 UNITS):	4 SPACES
1 SPACE / 250 S.F. CLUBHOUSE (2,057 S.F.):	8 SPACES
TOTAL PARKING REQUIRED:	63 SPACES
REGULAR PARKING PROVIDED:	65 SPACES
HANDICAP PARKING REQUIRED:	2 SPACES (1 VAN ACCESSIBLE)
HANDICAP PARKING PROVIDED:	5 SPACES (1 VAN ACCESSIBLE)
TOTAL PARKING PROVIDED:	70 SPACES

SITE LEGEND

CONCRETE CURB
SAWCUT LINE
FENCE
FIRE LANE
STRIPING
PARKING SPACES
MONUMENT/PYLON SIGN
WHEEL STOPS
HANDICAP LOGO
HANDICAP SIGN
RAMP
BOLLARD
TRAFFIC ARROW
FIRE HYDRANT
DUMPSTER
SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT
SANITARY SEWER DOUBLE CLEANOUT
SANITARY SEWER SAMPLE PORT
GREASE TRAP
DOMESTIC WATER METER
IRRIGATION METER
GAS METER
TRANSFORMER
LIGHT POLE
POWER POLE

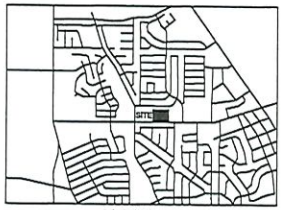
BOUNDARY CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	168.52'	415.00'	026°01'40"	186.91'	N76°12'37"E

NO.	DATE	DESCRIPTION	BY
1	07/15/22	1st ZONING SUBMITTAL	EB
2	09/08/22	2nd SITE PLAN SUBMITTAL	EB
3	10/05/22	3rd SITE PLAN SUBMITTAL	EB
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

811 Know what's below. Call before you dig.





VICINITY MAP
N.T.S.

SITE GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
2. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
3. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
4. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
5. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
6. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
7. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
8. ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.

EASEMENT/SETBACK LEGEND

BUILDING SETBACK	B.S.
LANDSCAPE SETBACK	L.S.
FIRE LANE, ACCESS & UTILITY EASEMENT	F.A.U.E.
FIRE LANE, ACCESS & DRAINAGE EASEMENT	F.A.D.E.
ACCESS EASEMENT	A.E.
SIDEWALK EASEMENT	S.E.
SANITARY SEWER EASEMENT	S.S.E.
WATER EASEMENT	W.E.
ELECTRICAL EASEMENT	E.E.
UTILITY EASEMENT	U.E.
DRAINAGE & DETENTION EASEMENT	D.D.E.

BOUNDARY LINE TABLE

LINE #	DISTANCE	BEARING
L1	281.01'	S82°54'58"W
L2	454.96'	N00°35'01"W
L3	95.39'	N89°05'53"E
L4	500.65'	S01°00'02"E

SITE PLAN

SENIOR LIVING AT SAGINAW PHASE 3
816 WEST McLEROY BLVD.
CITY OF SAGINAW
TARRANT COUNTY, TEXAS 76179
A.F. ALBRIGHT SURVEY, ABSTRACT NO. 1849

TRIANGLE ENGINEERING LLC
T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com
W: triangle-engr.com | 0: 1782 McDermott Drive, Allen, TX 75013
Planning | Civil Engineering | Construction Management
TX. P.E. FIRM #11525

P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	EB	10/05/22	1" = 30'	068-22	C-3.0

10/11/2022 P&Z Packet Page #9

MINUTES OF A REGULAR MEETING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCLEROY BOULEVARD
October 11, 2022

Present at the Meeting:

Member	Place No. 1	Brent Wooten
Member	Place No. 3	Phillip Allen
Member	Place No. 4	Ed Larson
Vice-Chairman	Place No. 5	Jason LaBruyere
Alternate Member	Alt. No. 1	David Kraus
Alternate Member	Alt. No. 2	Lainey Wood
City Attorney		Rachel Raggio
Planning Manager/Recording Secretary		Susy Victor-Trevino

Absent from the Meeting:

Chairman	Place No. 2	William Barngrover

Visitors at the Meeting:
None.

(1) Call to Order

Vice-Chairman LaBruyere called the meeting to order at 6:04 p.m.

(2) Roll Call to Establish Quorum

Vice-Chairman LaBruyere called roll. The quorum will consist of Vice-Chairman LaBruyere, Members Wooten, Allen, Larson, and Alternate Member Kraus.

(3) Audience participation

This item was bypassed.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on September 13, 2022 were presented for approval. A motion was made by Member Larson with a second by Alternate Member Kraus to approve the minutes for September 13, 2022. Motion carried unanimously.

For: Vice-Chairman LaBruyere, Members Wooten Allen, Larson, and Alternate Member Kraus

Against: None

Absent: Chairman Barngrover

(5) PZ 1022-01
Consideration and Action Regarding Approval of a Site Plan for Senior Living at Saginaw Phase 3 on the 2.987 acres out of the Alexander F. Albright Survey, Abstract No. 1849, more commonly known as 816 W. McLeroy Boulevard, Saginaw, Texas 76179.

Planning Manager Victor-Trevino reviewed the information in the members' packets and answered the Commission's questions.

A motion was made by Member Larson with a second by Member Wooten to recommend that the City Council approve the site plan for Senior Living at Saginaw Phase 3 on the 2.987 acres out of the Alexander F. Albright Survey, Abstract No. 1849, more commonly known as 816 W. McLeroy Boulevard, Saginaw, Texas 76179.

For: Vice-Chairman LaBruyere, Members Wooten Allen, Larson, and Alternate Member Kraus

Against: None

Absent: Chairman Barngrover

(6) PZ 1022-02
Consideration and Action Regarding Approval of a Preliminary Plat for Victory Shops Saginaw, Tracts 1 (Tracts 3C/3E per TAD) and 2 (Tract 1 per TAD), 76.61 acres out of the J. Walker Survey Abstract No. 1602 and the J.A. Bradford Survey Abstract No. 183

Planning Manager Victor-Trevino reviewed the information in the members' packets and answered the Commission's questions.

A motion was made by Member Wooten with a second by Member Allen to recommend that the City Council approve a request to consider a preliminary plat for Victory Shops Saginaw, Tracts 1 (Tracts 3C/3E per TAD) and 2 (Tract 1 per TAD), 76.61 acres out of the J. Walker Survey Abstract No. 1602 and the J.A. Bradford Survey Abstract No. 183.

For: Vice-Chairman LaBruyere, Members Wooten Allen, Larson, and Alternate Member Kraus

Against: None

Absent: Chairman Barngrover

(7) Staff Report
A. Discussion of Residential, Commercial, Industrial, and City Capital Projects
B. Update Commission of City Council Action on Previous Cases

Planning Manager Victor-Trevino reviewed several of the current projects under construction in the city and answered the Commission's questions on various projects.

(8) Executive Session

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

a. Any Posted Item

No executive session was held.

(9) Adjournment

A motion was made by Member Larson with a second by Alternate Member Kraus to adjourn the meeting. Motion carried.

For: Vice-Chairman LaBruyere, Members Wooten Allen, Larson, and Alternate Member Kraus

Against: None

Absent: Chairman Barngrover

Chairman Barngrover declared the meeting of October 11, 2022 closed at 6:31 p.m.

APPROVED:

_____
Vice-Chairman LaBruyere

ATTEST:

_____
Susy Victor-Trevino,
Planning Manager/Recording Secretary

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (8)

Staff Contact: Susy Victor-Trevino
Planning Manager

E-mail: svictor@saginawtx.org

Phone: 817-230-0440

SUBJECT:
Consideration and Action regarding Recommendation from Planning and Zoning Commission regarding Preliminary Plat for Victory Shops Saginaw, Tracts 1 (Tracts 3C/3E per TAD) and 2 (Tract 1 per TAD), 76.61 acres out of the J. Walker Survey, Abstract No. 1602 and the J.A. Bradford Survey, Abstract No. 183

BACKGROUND/DISCUSSION:
The applicant has submitted a request to consider the approval of a preliminary plat for the property located on Tracts 1 (Tracts 3C/3E per TAD) and 2 (Tract 1 per TAD), 76.61 acres out of the J. Walker Survey, Abstract No. 1602 and the J.A. Bradford Survey, Abstract No. 183. The development is currently known as Victory Shops Saginaw. The preliminary plat has been reviewed by the Development Review Committee and they have concluded that it is in accordance with City standards.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
The Planning and Zoning Commission recommends approval.

ATTACHMENTS:

Description

Memo with Attachments--Proposed Preliminary Plat
P&Z Minutes 10-11-2022

City of Saginaw
Planning and Zoning

Victory Shops Saginaw Preliminary Plat

Date: October 11, 2022

To: Chairman and Members of the Planning and Zoning Commission

From: Susy Victor-Trevino, Planning Manager

Subject: Consideration and Action Regarding Approval of a Preliminary Plat for Victory Shops Saginaw, Tracts 1 *(Tracts 3C/3E per TAD)* and 2 *(Tract 1 per TAD)*, 76.61 Acres out of the J. Walker Survey, Abstract No. 1602 and the J.A. Bradford Survey, Abstract No. 183.

Background/Discussion:

The applicant has submitted a request to consider the approval of a preliminary plat for property located on Tracts 1 *(Tracts 3C/3E per TAD)* and 2 *(Tract 1 per TAD)*, 76.61 Acres out of the J. Walker Survey, Abstract No. 1602 and the J.A. Bradford Survey, Abstract No. 183. The development is currently known as Victory Shops Saginaw.

The applicant's preliminary plat has been reviewed by the Development Review Committee and has met conformance with city standards.

Staff Recommendation:

The preliminary plat has been through a review from our Development Review Committee (DRC) and they have concluded that the preliminary plat is in accordance with the City standards. Staff recommends that the request to consider the approval of a preliminary plat be forwarded to the City Council with a recommendation for approval.

Attachments:

Preliminary Plat for Victory Shops Saginaw

10/11/2022 P&Z Packet Page #10

DocuSign Envelope ID: 8926685D-61D3-409D-A0A0-0797AB39030C

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

CASE NUMBER: PZ 1022-02

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

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

LOT:_____ BLOCK:_____ ADDITION:_____

TRACT:_____ ABSTRACT_____ SURVEY: J. Walker Survey abstract No. 1602 and J.A. Bradford Survey abstract No. 183

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

ADDRESS and/ or LOCATION OF PROPERTY: North East Corner of the intersection Blue Mound Road and McLeroy Blvd.

NAME OF PROPOSED DEVELOPMENT: Victory Shops

TOTAL ACREAGE OF PROPERTY: Tract 1 - 69.302 Acres / Tract 2 - 7.311 Acres

(use additional sheets and attach if necessary)

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

10/11/2022 P&Z Packet Page #11

DocuSign Envelope ID: 8926685D-61D3-409D-A0A0-0797AB39030C

OWNER'S SIGNATURE: Tony Ramji PHONE #: 2147180707

and/or OPTION HOLDER: _____ PHONE #: _____

OWNER'S NAME:(Please Print) Victory Shops Sagniaw, LLC (contact: Matt Donnell)

OWNER'S ADDRESS: 2911 Turtle Creek, Suite 700 Dallas, TX 75219

APPLICANT'S SIGNATURE: William Winkelmann PHONE # : 972-490-7090 x203

APPLICANT'S NAME: William Winkelmann

APPLICANT'S ADDRESS: 6750 Hillcrest Plaza Dr., Ste. 215, Dallas, TX 75230

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: SVT. DATE: 10/06/22 TIME: _____

FEE FOR APPLICATION: $883.07 RECEIPT #: _____

SUBMITTED INFORMATION REVIEWED BY: SVT. + DRC

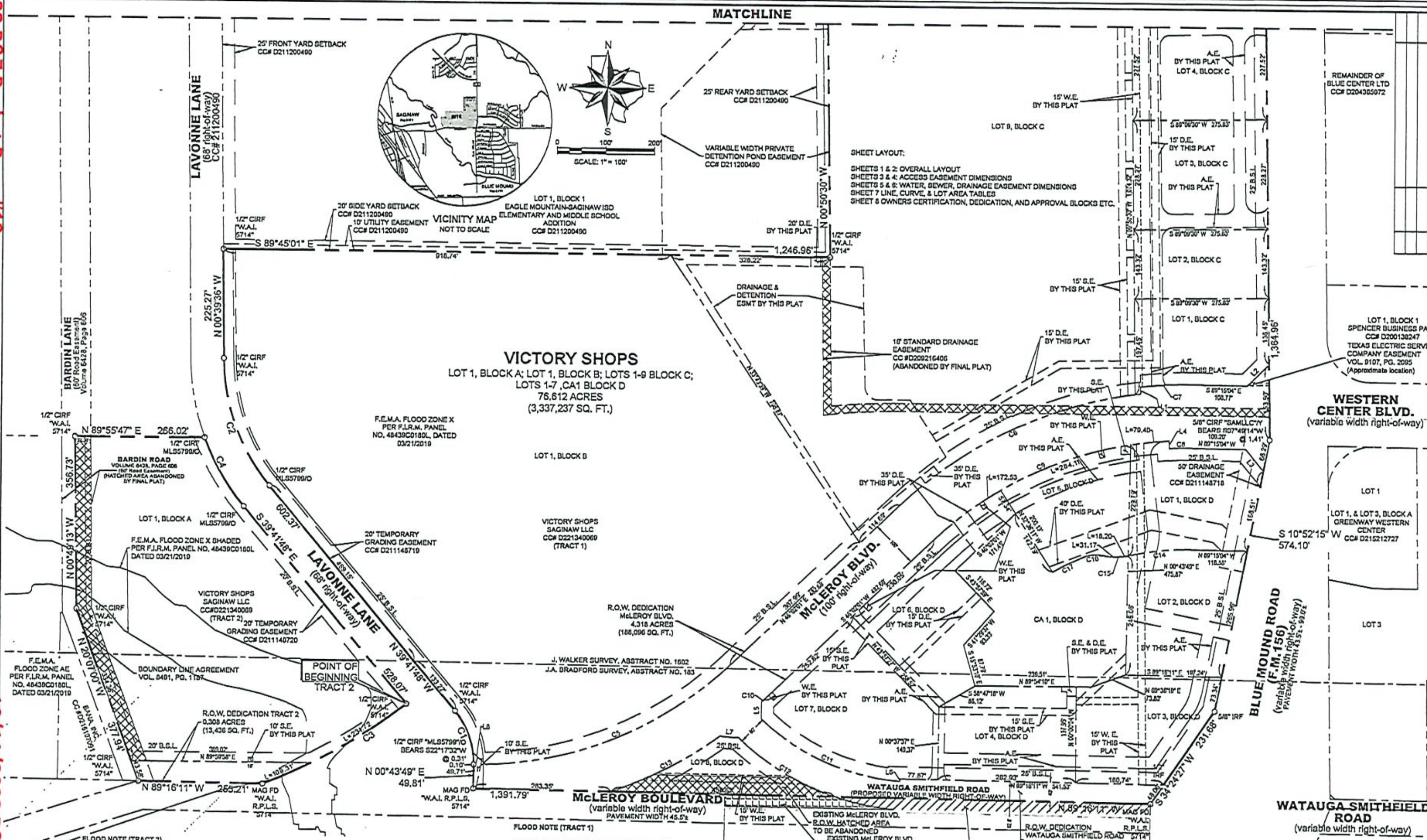
PLANNING AND ZONING COMMISSION MEETING DATE: 10/11/22

ACTION TAKEN: _____

CITY COUNCIL MEETING DATE: 10/18/22

ACTION TAKEN: _____

10/11/2022 P&Z Packet Page #12



FLOOD NOTE (TRACT 2)

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48439C0180L, dated March 21, 2019, this property is within Flood Zone AE, X, & X (Shaded).

Zone AE - The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood height.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

Zone X (Shaded) - Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

This flood statement does not imply that the property and/or the structure 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.

FLOOD NOTE (TRACT 1)

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48439C0180L, dated March 21, 2019, this property is within Flood Zone AE, X, & X (Shaded).

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure 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.

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

NOTES:

1. ALL LOT CORNERS WILL BE SET WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "W.A.I. 5714" UNLESS OTHERWISE NOTED.
2. LOT AREA TABLES ARE LOCATED ON SHEET 7.
3. OWNERSHIP, OPERATION, AND MAINTENANCE OF COMMON AREAS TO BE BY VICTORY SHOPS SAGINAW, LLC.

OWNER:
Victory Shops Saginaw LLC
8201 Preston RD Suite 700
Dallas, Texas 75225

ENGINEER/SURVEYOR:
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 215
Dallas, Texas 75230
ph# 972-490-7090

PRELIMINARY PLAT
VICTORY SHOPS
LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D
BEING 76.612 (3,337,237 SQ. FT.);
69.302 ACRES (3,018,794 SQ. FT.) AND 7.310 ACRES (318,443 SQ. FT.) OUT OF THE J. WALKER SURVEY, ABSTRACT NO. 1602, AND THE J.A. BRADFORD SURVEY, ABSTRACT NO. 183,
SAGINAW, TARRANT COUNTY, TEXAS
DATE OF PREPARATION: OCTOBER 2022

Winkelmann & Associates, Inc.

No.	DATE	REVISION	APPROV

J. WALKER SURVEY, ABSTRACT NO. 1602 AND J.A. BRADFORD SURVEY, ABSTRACT NO. 183
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

VICTORY SHOPS SAGINAW LLC
8201 PRESTON RD SUITE 700
DALLAS, TEXAS 75225

PRELIMINARY PLAT
VICTORY SHOPS
LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D

Date: 10.05.22
Scale: 1:100_XREF
File: 45126-PPLT
Project No.: 45126.01

SHEET 1 OF 8

10/11/2022 P&Z Packet Page #13

10/11/2022 P&Z Packet Page #14

ABBREVIATION LEGEND

ABBR.	DEFINITION
AC	AIR CONDITIONER
A.E.	PROPOSED ACCESS EASEMENT
BILLB	BILLBOARD
Bol.	BOLLARD
B.S.L.	BUILDING SETBACK LINE
C	COMMUNICATION
CC#	COUNTY CLERK'S FILE NO.
CIRF	IRON ROD FOUND WITH CAP
CIRS	IRON ROD SET W/CAP STAMPED "W.A.I. 5714"
CM	CONTROLLING MONUMENT
CO	CLEANOUT
D.E.	PROPOSED DRAINAGE EASEMENT
E	ELECTRIC
EB	ELECTRIC BOX
EM	ELECTRIC METER
ESMT	EASEMENT
FH	FIRE HYDRANT
FOMK	FIBER OPTIC MARKER

ABBREVIATION LEGEND

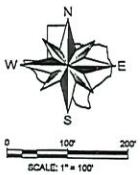
FP	FLAG POLE
G	GAS
GI	GRATE INLET
GL	GROUND LIGHT
GM	GAS METER
GMK	GAS MARKER
GR	GAS RISER
GV	GAS VALVE
GW	GUY WIRE
HI	BUILDING HEIGHT
HC	HANDICAPPED
ICV	IRRIGATION CONTROL VALVE
IN	INLET
IRF	IRON ROD FOUND
LP	LIGHT POLE
MAG	MAG NAIL SET WITH SHINER STAMPED "W.A.I. R.P.L.S. 5714"
MB	MAIL BOX
MH	MANHOLE
MP	METAL POST

ABBREVIATION LEGEND

OHL	OVERHEAD LINES
PF	PIN FLAG
PKF	PK NAIL FOUND
PKS	PK NAIL SET
PM	PAINT MARK
PP	POWER POLE
SB	SIGNAL BOX
S.E.	PROPOSED SEWER EASEMENT
SN	SIGN
SP	SIGNAL POLE
SS	SANITARY SEWER
SW	STORM WATER
TMK	TELEPHONE MARKER
TP	TELEPHONE PEDESTAL
TPAD	TRANSFORMER PAD
TSN	TRAFFIC SIGN
UGC	UNDERGROUND CABLE MARKER
W	WATER
W.E.	PROPOSED WATER EASEMENT
WM	WATER METER

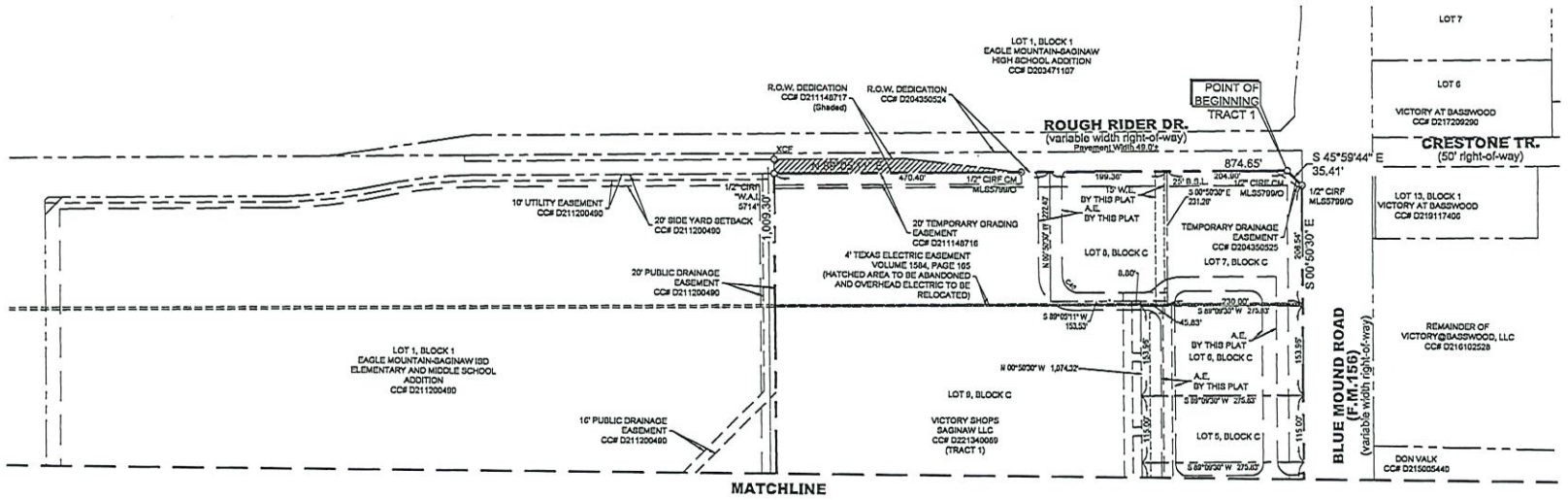
ABBREVIATION LEGEND

WP	WOOD POST
WV	WATER VALVE
XCF	"X" CUT IN CONCRETE FOUND
XCS	"X" CUT IN CONCRETE SET





VICINITY MAP
NOT TO SCALE



FLOOD NOTE (TRACT 1)

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48439C0180L, dated March 21, 2019, this property is within Flood Zone AE, X, & X (Shaded).

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure 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.

FLOOD NOTE (TRACT 2)

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48439C0180L, dated March 21, 2019, this property is within Flood Zone AE, X, & X (Shaded).

Zone AE - The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood height.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

Zone X (Shaded) - Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

This flood statement does not imply that the property and/or the structure 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.

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

NOTES:

1. ALL LOT CORNERS WILL BE SET WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "W.A.I. 5714" UNLESS OTHERWISE NOTED.
2. LOT AREA TABLES ARE LOCATED ON SHEET 7.
3. OWNERSHIP, OPERATION, AND MAINTENANCE OF COMMON AREAS TO BE BY VICTORY SHOPS SAGINAW, LLC.

SHEET LAYOUT:

SHEETS 1 & 2: OVERALL LAYOUT
SHEETS 3 & 4: ACCESS EASEMENT DIMENSIONS
SHEETS 5 & 6: WATER, SEWER, DRAINAGE EASEMENT DIMENSIONS
SHEET 7 LINE, CURVE, & LOT AREA TABLES
SHEET 8 OWNERS CERTIFICATION, DEDICATION, AND APPROVAL BLOCKS ETC.

OWNER:
Victory Shops Saginaw LLC
6201 Preston RD Suite 700
Dallas, Texas 75225

ENGINEER/SURVEYOR:
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 215
Dallas, Texas 75230
ph# 972-490-7090

PRELIMINARY PLAT
VICTORY SHOPS
LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D
BEING 76,612 (3,337,237 SQ. FT.);
69,302 ACRES (3,018,794 SQ. FT.) AND 7,310 ACRES (318,443 SQ. FT.) OUT OF THE J. WALKER SURVEY, ABSTRACT NO. 1602, AND THE J.A. BRADFORD SURVEY, ABSTRACT NO. 183, SAGINAW, TARRANT COUNTY, TEXAS
DATE OF PREPARATION: OCTOBER 2022

No.	DATE	REVISION	APPROV

Winkelmann & Associates, Inc.
DEVELOPMENT PLANNING & SURVEYING
6750 HILLCREST PLAZA DR., SUITE 215, DALLAS, TEXAS 75230 (972) 490-7090
TBPLS FIRM NO. 10194382 TBPE FIRM NO. F-12012
CONTACT: JOSH WINKELMANN, P.E. josh@winkelmann-assoc.com

A WALKER SURVEY, ABSTRACT NO. 1602 AND J.A. Bradford, ABSTRACT NO. 183
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

VICTORY SHOPS SAGINAW LLC
6201 PRESTON RD SUITE 700
DALLAS, TEXAS 75205

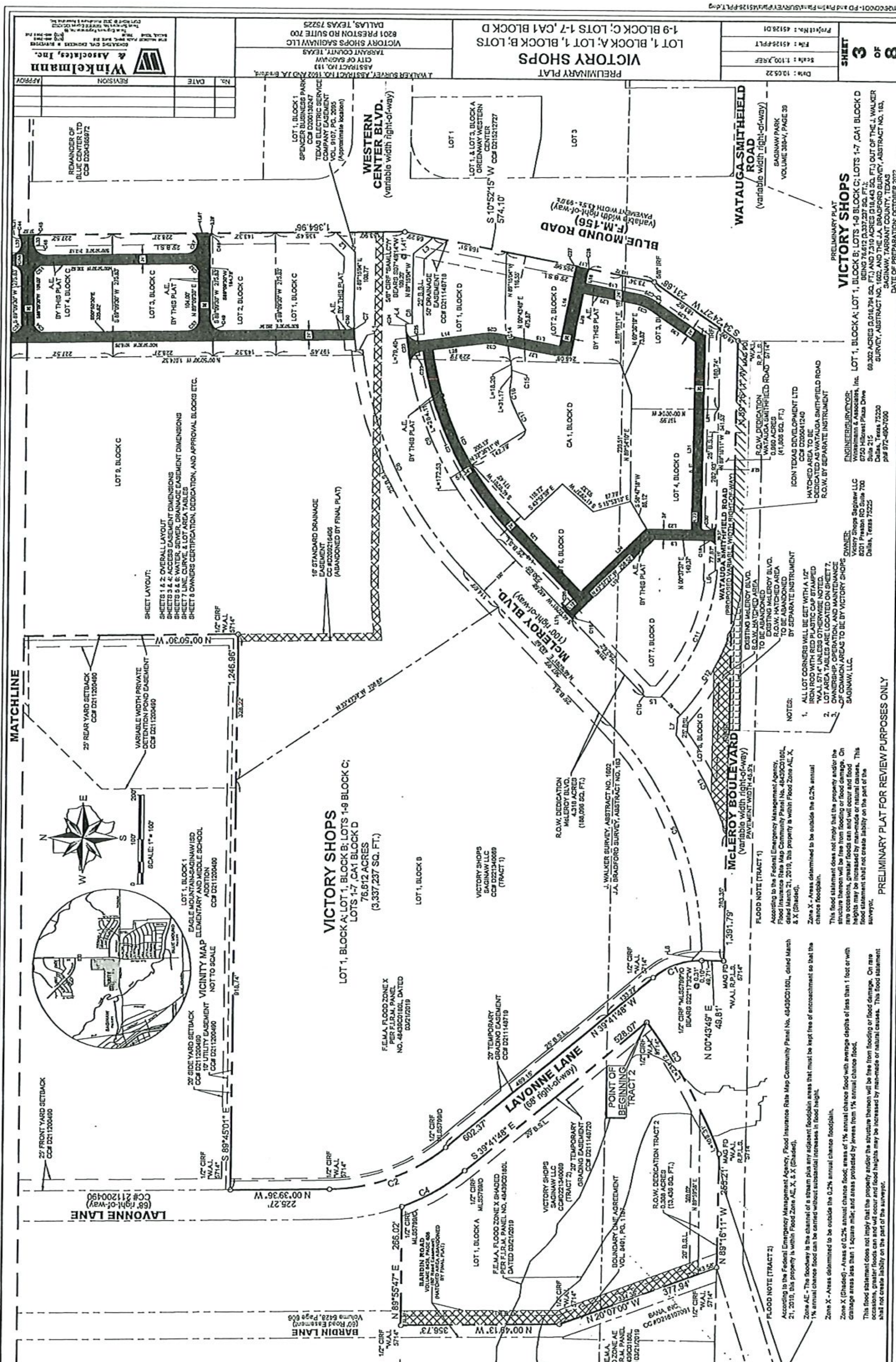
PRELIMINARY PLAT
VICTORY SHOPS
LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D

Date: 10.05.22
Scale: 1:100_XSEF
File: 45125-PPLT
Project No.: 45125.01

SHEET 2 OF 8

G:\45125\CADD\01-PD\1-Plats Pkg\05\RVT\PP\45125-PPLT.dwg

10/11/2022 P&Z Packet Page #14



10/11/2022 P&Z Packet Page #15

10/11/2022 P&Z Packet Page #16

ABBREVIATION LEGEND

ABBR.	DEFINITION
AC	AIR CONDITIONER
A.E.	PROPOSED ACCESS EASEMENT
BILLB	BILLBOARD
Bol.	BOLLARD
B.S.L.	BUILDING SETBACK LINE
C	COMMUNICATION
CC#	COUNTY CLERK'S FILE NO.
CIRF	IRON ROD FOUND WITH CAP
CIRS	IRON ROD SET W/CAP STAMPED "W.A.I. 5714"
CM	CONTROLLING MONUMENT
CO	CLEANOUT
D.E.	PROPOSED DRAINAGE EASEMENT
E	ELECTRIC
EB	ELECTRIC BOX
EM	ELECTRIC METER
ESMT	EASEMENT
FH	FIRE HYDRANT
FOMK	FIBER OPTIC MARKER

ABBREVIATION LEGEND

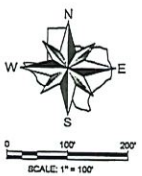
FP	FLAG POLE
G	GAS
GI	GRATE INLET
GL	GROUND LIGHT
GM	GAS METER
GMK	GAS MARKER
GR	GAS RISER
GV	GAS VALVE
GW	GUY WIRE
HI	BUILDING HEIGHT
HC	HANDICAPPED
ICV	IRRIGATION CONTROL VALVE
IN	INLET
IRF	IRON ROD FOUND
LP	LIGHT POLE
MAG	MAG NAIL SET WITH SHINER STAMPED "W.A.I. R.P.L.S. 5714"
MB	MAIL BOX
MH	MANHOLE
MP	METAL POST

ABBREVIATION LEGEND

OHL	OVERHEAD LINES
PF	PIN FLAG
PKF	PK NAIL FOUND
PKS	PK NAIL SET
PM	PAINT MARK
PP	POWER POLE
SD	SIGNAL BOX
S.E.	PROPOSED SEWER EASEMENT
SN	SIGN
SP	SIGNAL POLE
SS	SANITARY SEWER
SW	STORM WATER
TMK	TELEPHONE MARKER
TP	TELEPHONE PEDESTAL
TPAD	TRANSFORMER PAD
TSN	TRAFFIC SIGN
UGC	UNDERGROUND CABLE MARKER
W	WATER
W.E.	PROPOSED WATER EASEMENT
WM	WATER METER

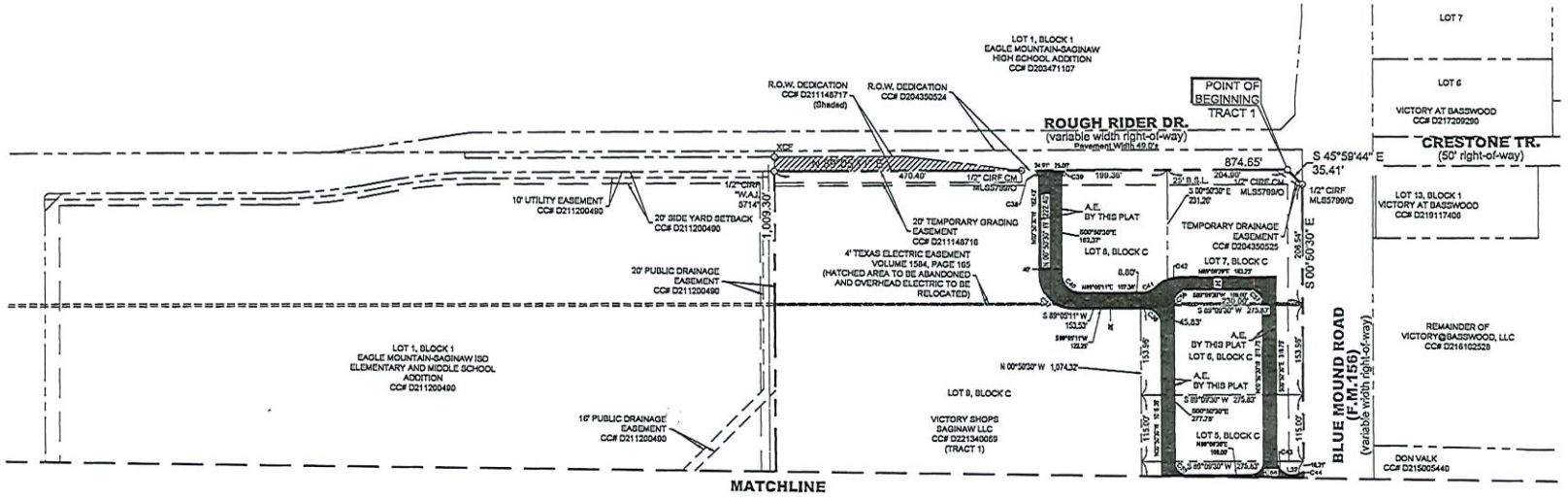
ABBREVIATION LEGEND

WP	WOOD POST
WV	WATER VALVE
XCF	"X" CUT IN CONCRETE FOUND
XCS	"X" CUT IN CONCRETE SET





VICINITY MAP
NOT TO SCALE



FLOOD NOTE (TRACT 1)

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48439C0180L, dated March 21, 2019, this property is within Flood Zone AE, X, & X (Shaded).

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure 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.

FLOOD NOTE (TRACT 2)

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48439C0180L, dated March 21, 2019, this property is within Flood Zone AE, X, & X (Shaded).

Zone AE - The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood height.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

Zone X (Shaded) - Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

This flood statement does not imply that the property and/or the structure 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.

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

NOTES:

1. ALL LOT CORNERS WILL BE SET WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "W.A.I. 5714" UNLESS OTHERWISE NOTED.
2. LOT AREA TABLES ARE LOCATED ON SHEET 7.
3. OWNERSHIP, OPERATION, AND MAINTENANCE OF COMMON AREAS TO BE BY VICTORY SHOPS SAGINAW, LLC.

SHEET LAYOUT:

SHEETS 1 & 2: OVERALL LAYOUT
SHEETS 3 & 4: ACCESS EASEMENT DIMENSIONS
SHEETS 5 & 6: WATER, SEWER, DRAINAGE EASEMENT DIMENSIONS
SHEET 7 LINE, CURVE, & LOT AREA TABLES
SHEET 8 OWNERS CERTIFICATION, DEDICATION, AND APPROVAL BLOCKS ETC.

OWNER:
Victory Shops Saginaw LLC
6201 Preston RD Suite 700
Dallas, Texas 75225

ENGINEER/SURVEYOR:
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 215
Dallas, Texas 75230
ph# 972-490-7090

PRELIMINARY PLAT
VICTORY SHOPS
LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D
BEING 75,612 (3,337,237 SQ. FT.);
69.302 ACRES (3,018,794 SQ. FT.) AND 7.310 ACRES (318,443 SQ. FT.) OUT OF THE J. WALKER SURVEY, ABSTRACT NO. 1602, AND THE J.A. BRADFORD SURVEY, ABSTRACT NO. 183, SAGINAW, TARRANT COUNTY, TEXAS
DATE OF PREPARATION: OCTOBER 2022

No.	DATE	REVISION	APPROV

Winkelmann & Associates, Inc.
BOUNDARY SYS. CONTROL & SURVEYS
6750 HILLCREST PLAZA DR. SUITE 215
DALLAS, TEXAS 75230
(972) 490-7090
TBPELS FIRM REGISTRATION NO. 10117700
TBPLS FIRM REGISTRATION NO. 100702-00

J. WALKER SURVEY, ABSTRACT NO. 1602 AND J.A. BRADFORD SURVEY, ABSTRACT NO. 183
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

VICTORY SHOPS SAGINAW LLC
6201 PRESTON RD SUITE 700
DALLAS, TEXAS 75225

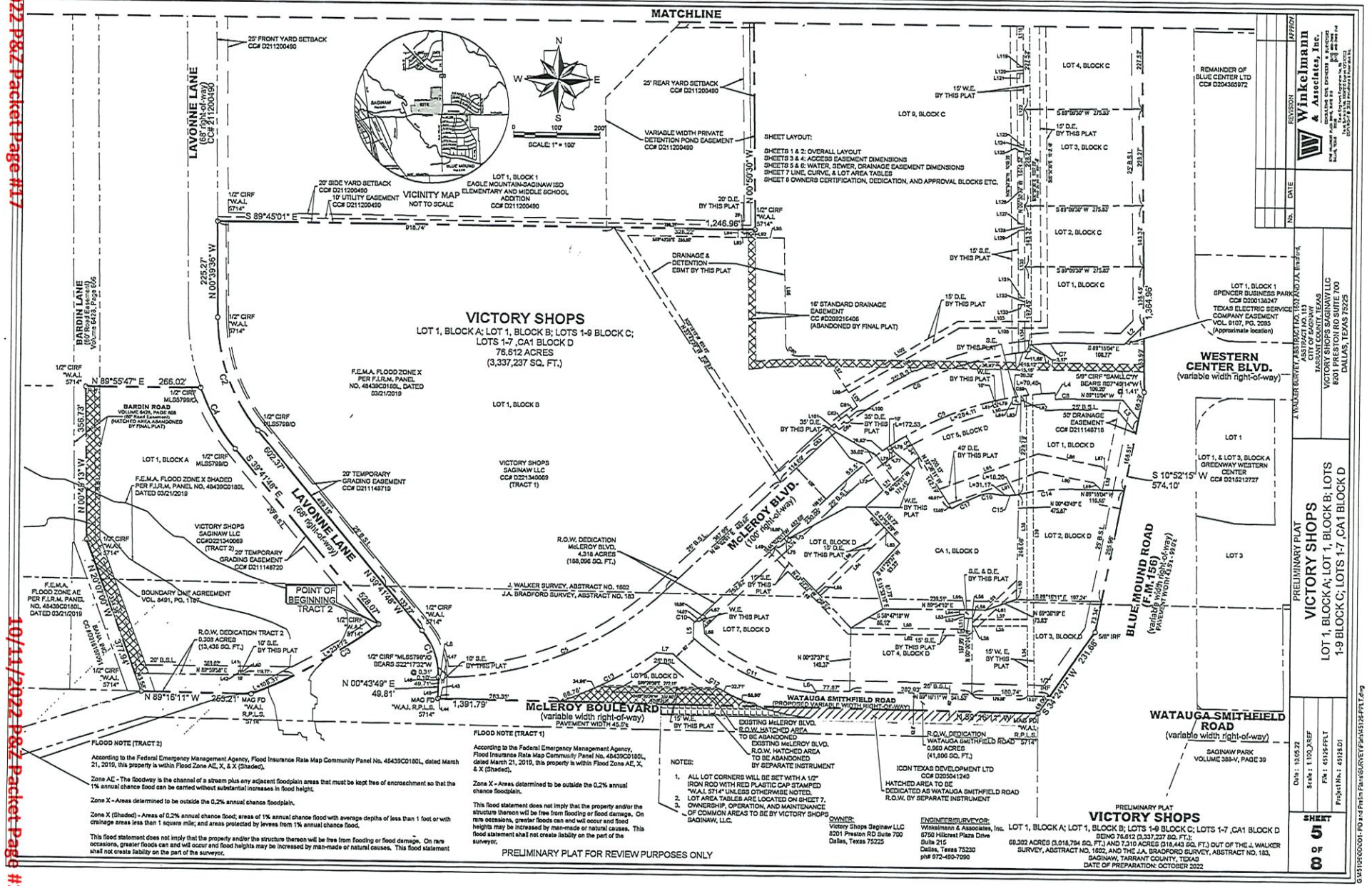
PRELIMINARY PLAT
VICTORY SHOPS
LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D

Date: 10/26/22
Scale: 1:100_XREF
File: 45126-PPLT
Project No.: 45126.01

SHEET 4 OF 8

G:\45126\00001-Proj\Plans\Survey\Plat\45126-PPLT.dwg

10/11/2022 P&Z Packet Page #16



10/11/2022 Packet Page #117
10/11/2022 Packet Page #117

10/11/2022 P&Z Packet Page #18

ABBREVIATION LEGEND

ABBR.	DEFINITION
AC	AIR CONDITIONER
A.E.	PROPOSED ACCESS EASEMENT
BILLB	BILLBOARD
BoL	BOLLARD
B.S.L.	BUILDING SETBACK LINE
C	COMMUNICATION
CC#	COUNTY CLERK'S FILE NO.
CIRF	IRON ROD FOUND WITH CAP
CIRS	IRON ROD SET W/CAP STAMPED "W.A.I. 5714"
CM	CONTROLLING MONUMENT
CO	CLEANOUT
D.E.	PROPOSED DRAINAGE EASEMENT
E	ELECTRIC
EB	ELECTRIC BOX
EM	ELECTRIC METER
ESMT	EASEMENT
FH	FIRE HYDRANT
FOMK	FIBER OPTIC MARKER

ABBREVIATION LEGEND

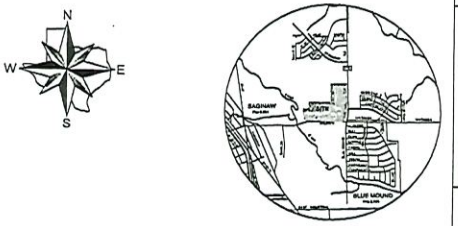
FP	FLAG POLE
G	GAS
GI	GRATE INLET
GL	GROUND LIGHT
GM	GAS METER
GMK	GAS MARKER
GR	GAS RISER
GV	GAS VALVE
GW	GUY WIRE
HI	BUILDING HEIGHT
HC	HANDICAPPED
ICV	IRRIGATION CONTROL VALVE
IN	INLET
IRF	IRON ROD FOUND
LP	LIGHT POLE
MAG	MAG NAIL SET WITH SHINER STAMPED "W.A.I. R.P.L.S. 5714"
MB	MAIL BOX
MH	MANHOLE
MP	METAL POST

ABBREVIATION LEGEND

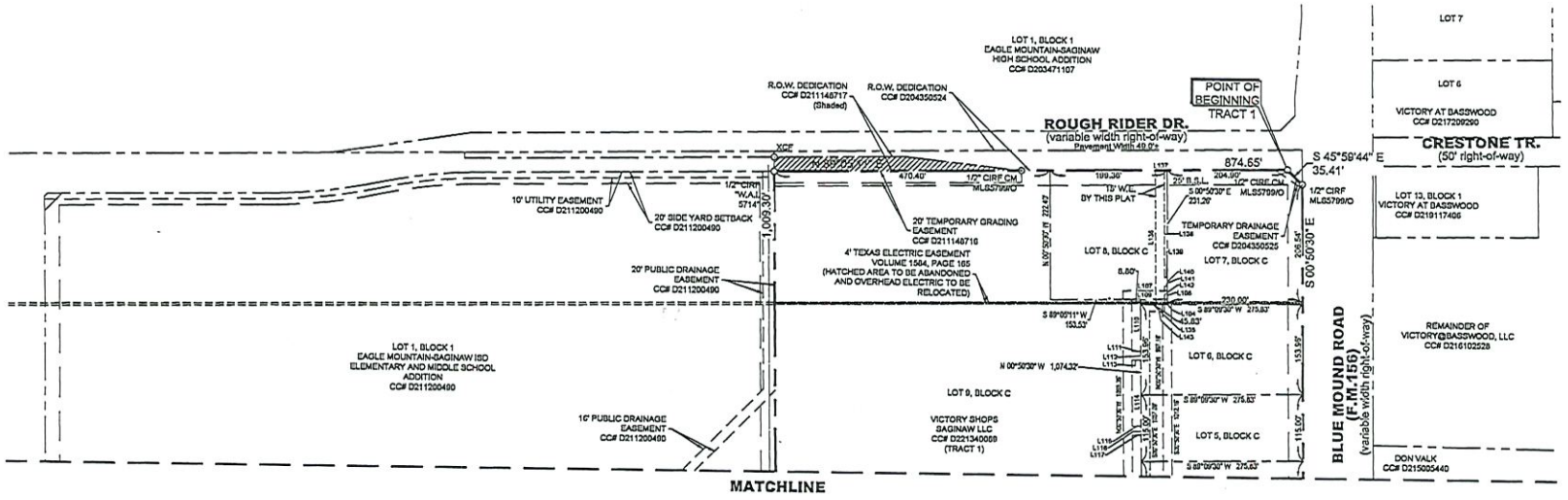
OHL	OVERHEAD LINES
PF	PIN FLAG
PKF	PK NAIL FOUND
PKS	PK NAIL SET
PM	PAINT MARK
PP	POWER POLE
SB	SIGNAL BOX
S.E.	PROPOSED SEWER EASEMENT
SN	SIGN
SP	SIGNAL POLE
SS	SANITARY SEWER
SW	STORM WATER
TMK	TELEPHONE MARKER
TP	TELEPHONE PEDESTAL
TPAD	TRANSFORMER PAD
TSN	TRAFFIC SIGN
UGC	UNDERGROUND CABLE MARKER
W	WATER
W.E.	PROPOSED WATER EASEMENT
WM	WATER METER

ABBREVIATION LEGEND

WP	WOOD POST
WV	WATER VALVE
XCF	"X" CUT IN CONCRETE FOUND
XCS	"X" CUT IN CONCRETE SET



VICINITY MAP
NOT TO SCALE



FLOOD NOTE (TRACT 1)

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48439C0160L, dated March 21, 2019, this property is within Flood Zone AE, X, & X (Shaded).

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure 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.

FLOOD NOTE (TRACT 2)

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48439C0160L, dated March 21, 2019, this property is within Flood Zone AE, X, & X (Shaded).

Zone AE - The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood height.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

Zone X (Shaded) - Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

This flood statement does not imply that the property and/or the structure 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.

NOTES:

1. ALL LOT CORNERS WILL BE SET WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "W.A.I. 5714" UNLESS OTHERWISE NOTED.
2. LOT AREA TABLES ARE LOCATED ON SHEET 7.
3. OWNERSHIP, OPERATION, AND MAINTENANCE OF COMMON AREAS TO BE BY VICTORY SHOPS SAGINAW, LLC.

SHEET LAYOUT:

SHEETS 1 & 2: OVERALL LAYOUT
SHEETS 3 & 4: ACCESS EASEMENT DIMENSIONS
SHEETS 5 & 6: WATER, SEWER, DRAINAGE EASEMENT DIMENSIONS
SHEET 7 LINE, CURVE, & LOT AREA TABLES
SHEET 8 OWNERS CERTIFICATION, DEDICATION, AND APPROVAL BLOCKS ETC.

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

OWNER:
Victory Shops Saginaw LLC
8201 Preston RD Suite 700
Dallas, Texas 75225

ENGINEER/SURVEYOR:
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 215
Dallas, Texas 75230
ph# 972-490-7090

PRELIMINARY PLAT
VICTORY SHOPS
LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D
BEING 76.612 (3,337,237 SQ. FT.);
60.302 ACRES (3,016,784 SQ. FT.) AND 7.310 ACRES (318,443 SQ. FT.) OUT OF THE J. WALKER SURVEY, ABSTRACT NO. 1602, AND THE J.A. BRADFORD SURVEY, ABSTRACT NO. 163, SAGINAW, TARRANT COUNTY, TEXAS
DATE OF PREPARATION: OCTOBER 2022

NO.	DATE	REVISION	APPROV

Winkelmann & Associates, Inc.
PLANNING ENGINEERING & SURVEYING
6750 HILLCREST PLAZA DR. SUITE 215
DALLAS, TEXAS 75230
PH. 972-490-7090
TBPE FIRM REG. NO. F-2121
TBPLS FIRM REG. NO. 10194382

J. WALKER SURVEY, ABSTRACT NO. 1602 AND J.A. Bradford, ABSTRACT NO. 163
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

VICTORY SHOPS SAGINAW LLC
8201 PRESTON RD SUITE 700
DALLAS, TEXAS 75225

PRELIMINARY PLAT
VICTORY SHOPS
LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D

Date : 10.05.22
Scale : 1:100_2SEF
File : 45126-PPLT
Project No. : 45126.01

SHEET
6
OF
8

G:\45126\DOCS\01-PD and Plat\Plat\[VICTORY SHOPS 45126-PPLT.dwg

10/11/2022 P&Z Packet Page #18

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N01°28'52"W	15.06'
L2	N44°57'13"E	62.75'
L3	N39°12'46"W	57.56'
L4	N03°01'00"W	15.00'
L5	N00°54'21"E	34.57'
L6	S00°43'49"W	5.06'
L7	S85°50'21"E	37.91'
L8	S46°58'11"E	36.30'
L9	S00°37'37"W	120.05'
L10	S43°57'25"E	240.65'
L11	N46°02'01"E	39.25'
L12	N43°57'25"W	17.00'
L13	S46°02'01"W	215.08'
L14	N07°14'31"W	143.52'
L15	N10°52'15"E	136.57'
L16	N79°07'45"W	171.40'
L17	S10°52'15"W	32.20'
L18	N79°07'45"W	22.40'
L19	S10°52'15"W	121.45'
L20	S34°24'27"W	135.73'

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	N89°22'23"W	434.07'
L22	S00°37'37"W	12.24'
L23	N00°37'37"E	102.35'
L24	N43°57'25"W	203.40'
L25	N46°02'01"E	215.10'
L26	S07°14'31"E	117.85'
L27	S10°52'15"W	166.57'
L28	S79°07'45"E	149.00'
L29	S10°52'15"W	121.45'
L30	S34°24'27"W	122.91'
L31	N89°22'23"W	421.25'
L32	N89°09'30"E	1.74'
L33	S89°09'30"W	10.87'
L34	S00°50'30"E	163.87'
L35	N89°09'30"E	127.18'
L36	N00°00'04"W	15.00'
L37	N89°09'30"E	126.96'
L38	S00°50'30"E	524.25'
L39	N00°50'30"W	705.30'
L40	S00°39'02"W	9.94'

LINE TABLE		
LINE #	BEARING	DISTANCE
L41	S89°20'58"E	10.00'
L42	N00°39'02"E	10.06'
L43	S11°16'58"W	62.82'
L44	N89°16'11"W	5.69'
L45	N00°43'49"E	24.05'
L46	N11°16'58"E	40.22'
L47	S78°41'02"E	10.00'
L48	N43°57'59"W	264.89'
L49	N46°02'01"E	15.04'
L50	N89°59'56"E	262.17'
L51	N00°00'04"W	25.45'
L52	N00°00'04"W	8.80'
L53	N89°16'47"W	10.62'
L54	N00°43'13"E	10.54'
L55	N89°54'10"E	29.59'
L56	S00°00'04"E	19.52'
L57	S89°59'56"W	19.10'
L58	S00°00'04"E	10.74'
L59	N44°59'56"E	143.70'
L60	S00°43'49"W	21.49'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	40°25'39"	168.00'	118.54'	116.10'	N19°28'55"W
C2	39°02'13"	416.00'	283.43'	277.98'	N20°10'42"W
C3	16°14'46"	1,199.19'	340.03'	338.89'	S60°22'57"W
C4	19°24'51"	484.00'	164.00'	163.22'	S29°59'23"E
C5	42°25'34"	750.00'	555.36'	542.75'	N67°14'48"E
C6	37°19'16"	850.00'	553.67'	543.93'	S04°41'39"W
C7	7°20'27"	865.00'	110.83'	110.75'	S67°06'54"W
C8	3°43'43"	734.99'	47.83'	47.82'	S68°50'53"W
C9	40°56'59"	750.00'	536.03'	524.69'	S66°30'01"W
C10	0°23'07"	850.00'	5.72'	5.72'	N46°13'35"E
C11	38°51'52"	470.00'	318.61'	312.73'	S66°18'53"E
C12	25°09'46"	530.00'	232.76'	230.90'	S58°41'01"E
C13	17°03'59"	850.00'	253.18'	252.25'	N62°23'13"E
C14	14°01'44"	526.00'	128.80'	128.48'	S63°40'56"W
C15	18°24'03"	153.72'	49.37'	49.16'	N80°42'32"E
C16	40°02'48"	72.69'	50.78'	49.75'	S02°37'04"W
C17	6°34'17"	549.85'	63.06'	63.03'	S63°09'26"W
C18	42°02'25"	30.00'	22.01'	21.52'	S21°39'50"W
C19	32°13'35"	30.00'	16.87'	16.65'	S60°05'03"E
C20	32°13'51"	30.00'	16.88'	16.65'	N27°51'03"W

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C21	35°58'47"	715.85'	449.53'	442.16'	S63°59'14"W
C22	93°11'04"	30.00'	48.79'	43.59'	S53°50'23"E
C23	6°41'18"	750.00'	87.55'	87.50'	N82°54'44"E
C24	0°43'37"	750.00'	9.52'	9.52'	N86°37'12"E
C25	93°30'14"	30.00'	48.96'	43.70'	N39°30'16"E
C26	16°07'05"	112.00'	35.42'	35.27'	N01°48'42"E
C27	7°39'15"	30.00'	4.01'	4.00'	N82°57'23"W
C28	20°40'57"	30.00'	10.83'	10.77'	N68°47'17"W
C29	23°32'12"	112.00'	46.01'	45.69'	S22°38'21"W
C30	41°50'03"	30.00'	21.90'	21.42'	S20°17'24"E
C31	35°57'11"	691.85'	434.13'	427.04'	N63°58'26"E
C32	18°07'05"	88.00'	27.83'	27.71'	S01°48'42"W
C33	23°32'12"	88.00'	36.15'	35.90'	S22°38'21"W
C34	3°53'01"	865.00'	58.63'	58.62'	S88°50'37"W
C35	1°56'50"	865.00'	29.90'	29.90'	S85°54'41"W
C36	90°04'19"	25.00'	39.30'	35.38'	N45°52'40"W
C37	90°04'19"	60.00'	94.32'	84.91'	N45°52'40"W
C38	36°32'16"	25.00'	15.94'	15.67'	N19°06'38"W
C39	36°52'13"	25.00'	16.09'	15.81'	S17°35'36"W
C40	90°04'19"	30.00'	47.16'	42.45'	S45°52'40"E

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C41	45°02'37"	30.00'	23.58'	22.98'	N66°33'52"E
C42	45°06'56"	60.00'	47.24'	46.03'	N66°36'02"E
C43	90°00'00"	25.00'	39.27'	35.36'	S45°50'30"E
C44	37°28'55"	30.00'	19.63'	19.28'	N70°25'02"E
C45	17°42'31"	30.00'	9.27'	9.24'	N81°59'15"W
C46	90°00'00"	25.00'	39.27'	35.36'	S44°09'30"W
C47	143°07'46"	25.00'	62.45'	47.43'	S72°24'25"E
C48	19°12'12"	25.00'	8.38'	8.34'	N81°14'24"W
C49	90°00'00"	25.00'	39.27'	35.36'	S44°09'30"W
C50	35°49'05"	30.00'	18.75'	18.45'	S18°45'03"E
C51	90°00'00"	20.00'	31.42'	28.28'	N45°50'30"W
C52	90°00'00"	20.00'	31.42'	28.28'	N44°09'30"E
C53	90°00'00"	25.00'	39.27'	35.36'	S45°50'30"E
C54	90°00'00"	20.00'	31.42'	28.28'	S44°09'30"W
C55	90°00'00"	20.00'	31.42'	28.28'	S45°50'30"E
C56	90°00'00"	20.00'	31.42'	28.28'	S44°09'30"W
C57	90°00'00"	20.00'	31.42'	28.28'	N45°50'30"W
C58	90°00'00"	20.00'	31.42'	28.28'	N44°09'30"E
C59	1°09'14"	750.00'	15.10'	15.10'	N82°25'44"E
C60	89°09'46"	26.07'	43.66'	39.40'	S49°36'55"E

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C61	0°52'38"	2,042.32'	31.27'	31.27'	S52°10'57"W
C62	0°58'58"	2,042.32'	35.03'	35.03'	S51°15'09"W
C63	4°46'04"	2,042.32'	169.95'	169.90'	S48°22'38"W
C64	2°21'38"	850.00'	35.02'	35.02'	S51°50'31"W

LINE TABLE		
LINE #	BEARING	DISTANCE
L61	S44°59'56"W	155.42'
L62	S89°59'56"W	279.15'
L63	S43°57'59"E	15.00'
L64	N46°57'00"E	218.36'
L65	N43°57'59"W	15.00'
L66	N45°57'00"E	218.36'
L67	S43°57'59"E	14.48'
L68	S46°02'01"W	10.00'
L69	N43°57'59"W	14.75'
L70	S36°25'42"E	71.13'
L71	N46°02'01"E	35.31'
L72	S36°25'42"E	74.56'
L73	S43°57'59"E	14.75'
L74	S46°02'01"W	10.00'
L75	N43°57'59"W	14.75'
L76	S34°23'27"E	14.73'
L77	S55°36'33"W	10.00'
L78	N34°23'27"W	14.73'
L79	S13°50'12"E	14.73'
L80	S76°09'48"W	10.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L81	N13°50'12"W	14.73'
L82	S00°43'49"W	19.44'
L83	S89°09'30"W	19.53'
L84	N00°50'30"W	16.24'
L85	N69°29'16"E	244.03'
L86	S79°16'36"E	149.82'
L87	S46°20'21"E	14.39'
L88	S10°49'33"W	47.61'
L89	N46°20'21"W	28.36'
L90	N79°16'36"W	126.61'
L91	S69°29'16"W	224.28'
L92	S00°14'59"W	19.06'
L93	N89°43'35"W	20.00'
L94	N00°14'59"E	19.05'
L95	S89°43'35"E	87.78'
L96	S01°20'25"E	248.34'
L97	S32°52'00"E	84.28'
L98	S32°52'00"E	15.01'
L99	S32°52'00"E	37.90'
L100	S36°25'42"E	17.29'

LINE TABLE		
LINE #	BEARING	DISTANCE
L101	N36°25'42"W	16.93'
L102	N59°09'30"E	301.65'
L103	N89°09'30"E	193.09'
L104	N89°09'30"E	15.00'
L105	S89°09'30"W	204.07'
L106	S59°09'30"W	297.10'
L107	N89°07'45"E	75.63'
L108	S00°50'30"E	15.00'
L109	N89°07'45"E	50.83'
L110	N00°50'30"W	89.19'
L111	S89°09'30"W	15.00'
L112	S00°50'30"E	15.00'
L113	S89°09'30"W	15.00'
L114	S00°50'30"E	112.77'
L115	N89°09'30"E	15.00'
L116	S00°50'30"E	15.00'
L117	S89°09'30"W	15.00'
L118	S00°50'30"E	175.60'
L119	N89°09'30"E	15.00'
L120	S00°50'30"E	15.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L121	S89°09'30"W	15.00'
L122	S00°50'30"E	168.09'
L123	N89°09'30"E	15.00'
L124	S00°50'30"E	15.00'
L125	S89°09'30"W	15.00'
L126	S00°50'30"E	169.90'
L127	N89°09'30"E	15.00'
L128	S00°50'30"E	15.00'
L129	S89°09'30"W	15.00'
L130	S00°50'30"E	158.56'
L131	N89°09'30"E	15.00'
L132	S00°50'30"E	15.00'
L133	S89°09'30"W	15.00'
L134	S00°50'30"E	112.02'
L135	N89°09'30"E	25.71'
L136	N00°50'30"W	227.99'
L137	N89°05'11"E	15.00'
L138	S00°50'30"E	184.89'
L139	N89°09'30"E	5.12'
L140	S00°50'30"E	15.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L141	S89°09'30"W	5.12'
L142	S00°50'30"E	43.11'
L143	S89°09'30"W	25.71'

AREA TABLE		
TRACT	SQ. FT.	ACRES
MCLEROY R.O.W. DED	188,086	4.318
R.O.W. DED. TRACT 2	13,436	0.308
WATAUGA R.O.W. DED	41,806	0.960

AREA TABLE		
TRACT	SQ. FT.	ACRES
LOT 1, BLOCK A	305,013	7.002

AREA TABLE		
TRACT	SQ. FT.	ACRES
LOT 1, BLOCK B	946,935	21.739

AREA TABLE		
TRACT	SQ. FT.	ACRES
LOT 1, BLOCK C	48,502	1.113
LOT 2, BLOCK C	39,532	0.908
LOT 3, BLOCK C	62,964	1.445
LOT 4, BLOCK C	62,756	1.441
LOT 5, BLOCK C	31,720	0.728
LOT 6, BLOCK C	42,466	0.975
LOT 7, BLOCK C	52,909	1.215
LOT 8, BLOCK C	44,742	1.027
LOT 9, BLOCK C	832,466	21.406

AREA TABLE		
TRACT	SQ. FT.	ACRES
CA 1, BLOCK D	89,535	2.055
LOT 1, BLOCK D	55,599	1.276
LOT 2, BLOCK D	57,107	1.311
LOT 3, BLOCK D	54,809	1.258
LOT 4, BLOCK D	53,589	1.230
LOT 5, BLOCK D	46,341	1.064
LOT 6, BLOCK D	63,092	1.448
LOT 7, BLOCK D	77,910	1.789
LOT 8, BLOCK D	25,911	0.595

NOTES:

1. ALL LOT CORNERS WILL BE SET WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "W.A.I. 5714" UNLESS OTHERWISE NOTED.
2. LOT AREA TABLES ARE LOCATED ON SHEET 7.
3. OWNERSHIP, OPERATION, AND MAINTENANCE OF COMMON AREAS TO BE BY VICTORY SHOPS SAGINAW, LLC.

SHEET LAYOUT:

SHEETS 1 & 2: OVERALL LAYOUT
SHEETS 3 & 4: ACCESS EASEMENT DIMENSIONS
SHEETS 5 & 6: WATER, SEWER, DRAINAGE EASEMENT DIMENSIONS
SHEET 7 LINE, CURVE, & LOT AREA TABLES
SHEET 8 OWNERS CERTIFICATION, DEDICATION, AND APPROVAL BLOCKS ETC.

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

OWNER:
Victory Shops Saginaw LLC
8201 Preston RD Suite 700
Dallas, Texas 75225

ENGINEER/SURVEYOR:
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 215
Dallas, Texas 75230
ph# 972-490-7090

PRELIMINARY PLAT
VICTORY SHOPS
LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D
BEING 76.612 (3,337,237 SQ. FT.);
69.302 ACRES (3,018,784 SQ. FT.) AND 7.310 ACRES (318,443 SQ. FT.) OUT OF THE J. WALKER SURVEY, ABSTRACT NO. 1502, AND THE J.A. BRADFORD SURVEY, ABSTRACT NO. 183, SAGINAW, TARRANT COUNTY, TEXAS
DATE OF PREPARATION: OCTOBER 2022

No.	DATE	REVISION	APPROV

Winkelmann & Associates, Inc.
ENGINEERING PLANNING & SURVEYING
6750 HILLCREST PLAZA DR. SUITE 215 DALLAS, TEXAS 75230
PH. 972.490.7090 FAX 972.490.7098
TBPE FIRM REGISTRATION #F-2144
TBPLS FIRM REGISTRATION #10011700

J. WALKER SURVEY, ABSTRACT NO. 1502 AND J.A. BRADFORD SURVEY, ABSTRACT NO. 183
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

VICTORY SHOPS SAGINAW LLC
8201 PRESTON RD SUITE 700
DALLAS, TEXAS 75225

PRELIMINARY PLAT
VICTORY SHOPS
LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D

Date : 10.05.22
Scale : N/A
File : 45125-PRLT
Project No. : 45125.01

SHEET 7 OF 8

G:\45125.00\00.01-PD and Plat\Plat\SURVEY\Plat\45125-PRLT.dwg

10/11/2022 P&Z Packet Page #19

10/11/2022 P&Z Packet Page #19

10/11/2022 Packet Page #20

OWNER'S CERTIFICATE
TRACT 1

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, We, VICTORY SHOPS SAGINAW LLC, are the sole owners of a tract of land situated in the J. Walker SURVEY, ABSTRACT NO. 1602 and the J.A. Bradford SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to VICTORY SHOPS SAGINAW LLC, as recorded in County Clerk's File Number D221340069, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found at the Northwest end of a corner clip at the intersection of the South right-of-way line of Rough Rider Drive (variable width right-of-way) and the West right-of-way line of Blue Mound Road (variable width right-of-way);

THENCE South 45 deg 59 min 44 sec East, along said corner clip, a distance of 35.41 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner, said iron rod being situated in said West right-of-way line;

THENCE along the West right-of-way line of said Blue Mound Road, the following:

South 00 deg 50 min 30 sec East, a distance of 1,364.86 feet to a point for corner from which a 5/8-inch iron rod with yellow plastic cap stamped "SAMLLC" FOUND BEARS South 07 deg 49 min 14 sec West, a distance of 1.41 feet;

South 10 deg 52 min 15 sec West, a distance of 574.10 feet to a 5/8-inch iron rod found for corner;

South 34 deg 24 min 27 sec West, a distance of 231.68 feet to a MAG nail with shiner stamped "W.A.I. R.P.L.S. 5714" found for corner, said MAG nail being situated in the approximate centerline of McLeroy Boulevard (variable width right-of-way);

THENCE North 89 deg 16 min 11 sec West, along said centerline, a distance of 1,391.79 feet to a MAG nail with shiner stamped "W.A.I. R.P.L.S. 5714" found for corner, said MAG nail being the intersection of said approximate centerline with the Easterly right-of-way line of Lavonne Lane (60' right-of-way);

THENCE along said Easterly right-of-way line, the following:

North 00 deg 43 min 49 sec East, a distance of 49.81 feet to a point for corner from which a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found bears South 22 deg 17 min 32 sec West, a distance of 0.31 feet, said point being the beginning of a curve to the left having a radius of 150.00 feet, a central angle of 40 deg 25 min 39 sec, a chord bearing of North 19 deg 26 min 58 sec West and a chord length of 115.10 feet;

Along said curve to the left, an arc distance of 118.54 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner;

North 39 deg 41 min 48 sec West, a distance of 502.37 feet to a 1/2-inch iron rod with orange plastic cap stamped "MLS 5799" found for corner and the beginning of a curve to the right having a radius of 416.00 feet, a central angle of 39 deg 02 min 13 sec, a chord bearing of North 20 deg 10 min 42 sec West and a chord length of 277.86 feet;

Along said curve to the right, an arc distance of 283.43 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner;

North 00 deg 39 min 36 sec West, a distance of 225.27 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner;

THENCE South 89 deg 45 min 01 sec East, departing the Easterly right-of-way line of said Lavonne Lane, a distance of 1,246.96 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner;

THENCE North 00 deg 50 min 30 sec West, a distance of 1,009.30 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner, said iron rod being situated in the South right-of-way line of said Rough Rider Drive;

THENCE North 89 deg 05 min 11 sec East, along said South right-of-way line, a distance of 674.65 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 69.302 acres or 3,018,794 square feet of land, more or less.

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

PROPERTY DESCRIPTION
TRACT 2

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, We, Victory Shops Saginaw LLC, are the sole owners of a tract of land situated in the J. Walker SURVEY, ABSTRACT NO. 1602 and the J.A. Bradford SURVEY, ABSTRACT NO. 183, City of Saginaw, Tarrant County, Texas and being a portion of a tract of land as described in deed to VICTORY SHOPS SAGINAW LLC, recorded in County Clerk's File Number D221340069, Official Public Records, Tarrant County, Texas, and being more particularly described as follows: and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner, said iron rod being the Northwesterly corner of a non-tangent curving corner clip at the intersection of the Westerly right-of-way line of Lavonne Lane (68' right-of-way) and the Northerly right-of-way line of McLeroy Boulevard (variable width right-of-way), said non-tangent curve having a radius of 1,192.19 feet, a central angle of 16 deg 14 min 48 sec, a chord bearing of South 60 deg 22 min 07 sec West and a chord length of 338.69 feet;

THENCE along said non-tangent curving corner clip and said curve to the right, an arc distance of 340.03 feet to a MAG nail with shiner stamped "W.A.I. R.P.L.S. 5714" found for corner, said MAG nail being situated in the approximate centerline of said McLeroy Boulevard;

THENCE North 89 deg 16 min 11 sec West, along said approximate centerline, a distance of 255.21 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Southwesterly corner said Provident Realty Advisors tract, said iron rod being situated in the approximate centerline of Bardin Road (60' right-of-way);

THENCE North 20 deg 07 min 00 sec West, along the approximate centerline of said Bardin Road and along the Westerly line of said Provident Realty Advisors tract, a distance of 377.94 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner;

THENCE North 00 deg 49 min 13 sec West, continuing along the approximate centerline of Bardin Road and the Westerly line of said Provident Realty Advisors tract, a distance of 306.73 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Northwesterly corner of said Provident Realty Advisors tract, said iron rod being situated in the Southerly line of Lot 2, Block 1, Eagle Mountain-Saginaw ISD Elementary and Middle School Addition, an addition to the City of Saginaw, Tarrant County, Texas, according to the plat thereof recorded in County Clerk's File No. D211200490, Official Public Records, Tarrant County, Texas;

THENCE North 89 deg 55 min 47 sec East, departing the approximate centerline of said Bardin Road and along the Northerly line of said Provident Realty tract and the Southerly line of said Lot 2, a distance of 266.02 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Northeasterly corner of said Provident Realty Advisors tract, said iron rod being situated in the Westerly right-of-way line of said Lavonne Lane and being the beginning of a non-tangent curve to the left having a radius of 484.00 feet, a central angle of 19 deg 24 min 51 sec, a chord bearing of South 29 deg 59 min 23 sec East and a chord length of 163.22 feet;

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

THENCE South 39 deg 41 min 48 sec East, along said Westerly right-of-way line and the Easterly line of said Provident Realty Advisors tract, a distance of 528.07 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 7.310 acres or 318,443 square feet of land, more or less.

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

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF TARRANT §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Victory Shops Saginaw LLC, acting herein by and through his duly authorized officer, does hereby adopt this plat designating the herein above described property as VICTORY SHOPS, LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D, an addition to the City of Saginaw, Tarrant County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements and growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Saginaw, In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and the City of Saginaw's use thereof. The City of Saginaw Saginaw and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other removed improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Saginaw and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Saginaw, Tarrant County, Texas.

WITNESS, my hand, this ___ day of _____, 2022.

By: Victory Shops Saginaw LLC

_____
Victory Shops Saginaw LLC, _____

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Victory Shops Saginaw LLC, 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 purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

SURVEYOR'S STATEMENT

I, Leonard J. Lueker, a Registered Professional Land Surveyor, licensed by the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Saginaw.

Dated this the____ day of _____, 2022.

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

_____
Leonard J. Lueker
Registered Professional Land Surveyor
Texas Registration # 5714
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 215
Dallas, Texas 75230
(972) 490-7090

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Leonard J. Lueker, 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 purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

THE PLANNING AND ZONING COMMISSION OF SAGINAW, TEXAS ON (_____, 2022) VOTED AFFIRMATIVELY TO RECOMMEND CONDITIONAL APPROVAL OF THIS PRELIMINARY PLAT, SUBJECT TO CONDITIONS ENUMERATED IN MINUTES OF THIS DATE.

_____
BY: CHAIRMAN

_____
ATTEST: CITY SECRETARY

THE CITY COUNCIL OF SAGINAW, TEXAS ON (date _____, 2022) VOTED AFFIRMATIVELY TO CONDITIONALLY APPROVE PREPARATION OF A FINAL PLAT SUBJECT TO CONDITIONS ENUMERATED IN MINUTES OF THIS DATE.

_____
BY: MAYOR

_____
ATTEST: CITY SECRETARY

NOTES:

1. ALL LOT CORNERS WILL BE SET WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "W.A.I. 5714" UNLESS OTHERWISE NOTED.
2. LOT AREA TABLES ARE LOCATED ON SHEET 7.
3. OWNERSHIP, OPERATION, AND MAINTENANCE OF COMMON AREAS TO BE BY VICTORY SHOPS SAGINAW, LLC.

SHEET LAYOUT:

SHEETS 1 & 2: OVERALL LAYOUT
SHEETS 3 & 4: ACCESS EASEMENT DIMENSIONS
SHEETS 5 & 6: WATER, SEWER, DRAINAGE EASEMENT DIMENSIONS
SHEET 7 LINE, CURVE, & LOT AREA TABLES
SHEET 8 OWNERS CERTIFICATION, DEDICATION, AND APPROVAL BLOCKS ETC.

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

OWNER:
Victory Shops Saginaw LLC
8201 Preston RD Suite 700
Dallas, Texas 75225

ENGINEER/SURVEYOR:
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 215
Dallas, Texas 75230
ph# 972-490-7090

PRELIMINARY PLAT
VICTORY SHOPS
LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D
BEING 76.612 (3,337,237 SQ. FT.);
69.302 ACRES (3,018,794 SQ. FT.) AND 7.310 ACRES (318,443 SQ. FT.) OUT OF THE J. WALKER SURVEY, ABSTRACT NO. 1602, AND THE J.A. BRADFORD SURVEY, ABSTRACT NO. 183,
SAGINAW, TARRANT COUNTY, TEXAS
DATE OF PREPARATION: OCTOBER 2022

No.	DATE	REVISION	APPROV

Winkelmann & Associates, Inc.
6750 HILLCREST PLAZA DRIVE, SUITE 215 DALLAS, TEXAS 75230 (972) 490-7090
TBPE REGISTRATION NO. F-5714 TBPLS REGISTRATION NO. 10124500

J. WALKER SURVEY, ABSTRACT NO. 1602 AND J.A. Bradford, ABSTRACT NO. 183 CITY OF SAGINAW TARRANT COUNTY, TEXAS

VICTORY SHOPS SAGINAW LLC
8201 PRESTON RD SUITE 700
DALLAS, TEXAS 75225

PRELIMINARY PLAT
VICTORY SHOPS
LOT 1, BLOCK A; LOT 1, BLOCK B; LOTS 1-9 BLOCK C; LOTS 1-7 ,CA1 BLOCK D

Date: 10.05.22
Scale: NA
File: 45126-PPLT
Project No.: 45126.01

SHEET 8 OF 8

G:\45126\00001-PO\dwg\Plats\SUBDIV\PPlat\45126-PPLT.dwg

10/11/2022 Packet Page #20

MINUTES OF A REGULAR MEETING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCLEROY BOULEVARD
October 11, 2022

Present at the Meeting:

Member	Place No. 1	Brent Wooten
Member	Place No. 3	Phillip Allen
Member	Place No. 4	Ed Larson
Vice-Chairman	Place No. 5	Jason LaBruyere
Alternate Member	Alt. No. 1	David Kraus
Alternate Member	Alt. No. 2	Lainey Wood
City Attorney		Rachel Raggio
Planning Manager/Recording Secretary		Susy Victor-Trevino

Absent from the Meeting:

Chairman	Place No. 2	William Barngrover

Visitors at the Meeting:
None.

(1) Call to Order

Vice-Chairman LaBruyere called the meeting to order at 6:04 p.m.

(2) Roll Call to Establish Quorum

Vice-Chairman LaBruyere called roll. The quorum will consist of Vice-Chairman LaBruyere, Members Wooten, Allen, Larson, and Alternate Member Kraus.

(3) Audience participation

This item was bypassed.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on September 13, 2022 were presented for approval. A motion was made by Member Larson with a second by Alternate Member Kraus to approve the minutes for September 13, 2022. Motion carried unanimously.

For: Vice-Chairman LaBruyere, Members Wooten Allen, Larson, and Alternate Member Kraus

Against: None

Absent: Chairman Barngrover

(5) PZ 1022-01
Consideration and Action Regarding Approval of a Site Plan for Senior Living at Saginaw Phase 3 on the 2.987 acres out of the Alexander F. Albright Survey, Abstract No. 1849, more commonly known as 816 W. McLeroy Boulevard, Saginaw, Texas 76179.

Planning Manager Victor-Trevino reviewed the information in the members' packets and answered the Commission's questions.

A motion was made by Member Larson with a second by Member Wooten to recommend that the City Council approve the site plan for Senior Living at Saginaw Phase 3 on the 2.987 acres out of the Alexander F. Albright Survey, Abstract No. 1849, more commonly known as 816 W. McLeroy Boulevard, Saginaw, Texas 76179.

For: Vice-Chairman LaBruyere, Members Wooten Allen, Larson, and Alternate Member Kraus

Against: None

Absent: Chairman Barngrover

(6) PZ 1022-02
Consideration and Action Regarding Approval of a Preliminary Plat for Victory Shops Saginaw, Tracts 1 (Tracts 3C/3E per TAD) and 2 (Tract 1 per TAD), 76.61 acres out of the J. Walker Survey Abstract No. 1602 and the J.A. Bradford Survey Abstract No. 183

Planning Manager Victor-Trevino reviewed the information in the members' packets and answered the Commission's questions.

A motion was made by Member Wooten with a second by Member Allen to recommend that the City Council approve a request to consider a preliminary plat for Victory Shops Saginaw, Tracts 1 (Tracts 3C/3E per TAD) and 2 (Tract 1 per TAD), 76.61 acres out of the J. Walker Survey Abstract No. 1602 and the J.A. Bradford Survey Abstract No. 183.

For: Vice-Chairman LaBruyere, Members Wooten Allen, Larson, and Alternate Member Kraus

Against: None

Absent: Chairman Barngrover

(7) Staff Report
A. Discussion of Residential, Commercial, Industrial, and City Capital Projects
B. Update Commission of City Council Action on Previous Cases

Planning Manager Victor-Trevino reviewed several of the current projects under construction in the city and answered the Commission's questions on various projects.

(8) Executive Session

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

a. Any Posted Item

No executive session was held.

(9) Adjournment

A motion was made by Member Larson with a second by Alternate Member Kraus to adjourn the meeting. Motion carried.

For: Vice-Chairman LaBruyere, Members Wooten Allen, Larson, and Alternate Member Kraus

Against: None

Absent: Chairman Barngrover

Chairman Barngrover declared the meeting of October 11, 2022 closed at 6:31 p.m.

APPROVED:

_____
Vice-Chairman LaBruyere

ATTEST:

_____
Susy Victor-Trevino,
Planning Manager/Recording Secretary

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (9)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
Public Hearing - Consideration and Action regarding Ordinance No. 2022-18, amending the City's Drainage Utility System Schedule of Charges

BACKGROUND/DISCUSSION:
The Drainage Utility was created in 2005 to fund design and construction of drainage system improvements, as well as, maintenance of the system. Drainage utility fees were last increased in 2016.

Proposed drainage fee increases were presented to the City Council at the budget workshops on May 17, 2022 and July 5, 2022 and approved as part of the Fiscal Year 2022-2023 Adopted Budget. Monthly fees for residential and multifamily will be $6 per unit (a $1 increase) and commercial/industrial will be $3.97 per unit (a $0.67 increase).

The revised drainage utility system schedule of charges is directly related to the drainage and terms of the levy, any classification of the benefitted properties in the City is nondiscriminatory, equitable and reasonable; the revised schedule of charges is based on an inventory of the lots and tracts within the service area, which is the entire City; the schedule of revised charges gives consideration to the land use made of the benefitted properties, the size, in area, the number of water meters, and topography of a parcel of benefitted property in assessing the drainage charges to the property.

The Texas Local Government Code has specific requirements that must be met in order to revise the charges. A public hearing notice including the proposed fees must be published three times before the date of the public hearing with the first publication occurring on or before the 30th day before the date of the public hearing. We have complied with these requirements with notices published on September 9th, September 16th, and September 23rd. The fees will become effective November 1, 2022.

FINANCIAL IMPACT:
The fee increase will result in additional Drainage Utility Fund revenues of approximately $155,000 per year.

RECOMMENDATION:

Staff recommends approval of ordinance No. 2022-18, amending the Drainage Utility System Schedule of Charges.

ATTACHMENTS:

Description

Ordinance No. 2022-18

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, AMENDING THE MUNICIPAL UTILITY SYSTEM SCHEDULE OF CHARGES; AMENDING THE MASTER SCHEDULE OF FEES ESTABLISHED BY ORDINANCE NO. 2010-14, AS AMENDED, BY ESTABLISHING REVISED CHARGES FOR MUNICIAPL DRAINAGE UTILITY SYSTEM SERVICES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Saginaw, Texas (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, pursuant to Ordinance No. 2005-01, the City Council previously adopted the Municipal Drainage Utility System Act, pursuant to Subchapter C of Chapter 402 of the Texas Local Government Code, recodified as Subchapter C of Chapter 552 of the Texas Local Government Code (the "Act"); and

WHEREAS, Chapter 98, Article VI of the Saginaw City Code authorizes the City Council to adopt a schedule of charges for municipal drainage utility services; and

WHEREAS, the City Council previously adopted Resolution No. 2005-01, establishing the City's drainage utility system schedule of charges; and

WHEREAS, the City Council deems it necessary and desires to amend the drainage utility system schedule of charges to implement fees that fully recover the cost of the City's storm water drainage service in order to make the utility self-supporting; and

WHEREAS, the City Council has conducted a public hearing on the revision of the drainage utility system schedule of charges, after providing notice as required by the Act.

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

SECTION 1.

That the City Council hereby finds that the revised drainage utility system schedule of charges is directly related to the drainage and the terms of the levy, and any classification of the benefitted properties in the City is nondiscriminatory, equitable and reasonable, the revised schedule of charges is based on an inventory of the lots and tracts within the proposed service area, which is the entire City; the schedule of revised charges gives consideration to the land use made of the benefitted properties, the size, in area, the number of water meters, and topography of a parcel of benefitted property in assessing the revised drainage charges to property.

SECTION 2.

That the City Council hereby amends and replaces Resolution No. 2005-01 by adopting the revised drainage utility system schedule of charges attached ad Exhibit "A" hereto, which shall be incorporated into the City's Master Schedule of Fees, established by Ordinance No. 2010-14, as amended.

SECTION 3.

This Ordinance shall be cumulative of all provisions of the Code of Ordinances of the City and other applicable City ordinances, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the applicability of the conflicting provisions of such ordinances 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, 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.

This Ordinance shall be in full force and effect from and after its passage and it is so ordained; provided, however, that the drainage charges established herein shall take effect on October 18, 2022.

PASSED AND APPROVED THIS ____ DAY OF _____, 2022.

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM:

_____
Bryn Meredith, City Attorney

Exhibit “A”
Drainage Charge Schedule

The following charges shall apply to all benefitted property as defined by the Municipal Drainage Utility System Act, as amended, (the “Act”) according to property type within the City, unless exempt from such charges pursuant to the Act or as set forth herein and the Saginaw City Code.

(1) The base monthly fee for “Single Family Residential” units is six dollars ($6.00) per unit.

(2) The base monthly fee for “Multifamily Residential” units is six dollars ($6.00) per unit.

(3) The base monthly fee for “Commercial/Industrial” units is three dollars and ninety-seven cents ($3.97) per unit.

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (10)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Consideration and Action regarding Saginaw Switchyard Expansion

BACKGROUND/DISCUSSION:
This is a request for consideration for the expansion of the Saginaw Switchyard. Due to the success of the Saginaw Switchyard, there is a need to expand. There is just enough room available to add one more pavilion and an additional loop to the food truck area. An exhibit prepared by Kimley-Horn & Associates is included in the attachments. It also includes the estimated cost for the proposed expansion which is $367,000.

The Advisory Recreation and Parks Board considered this item at their meeting on October 10, 2022 and voted to recommend approval to the City Council.

FINANCIAL IMPACT:
The estimated financial impact is $367,000 and will be funded from the future Park Bond Funds.

RECOMMENDATION:
The Advisory Recreation and Parks Board recommends approval.

ATTACHMENTS:

Description

Memo--Switchyard Expansion
Concept Plan
Cost Estimate
Minutes, 10-10-2022
Minutes, 09-26-2022

Memorandum

September 14, 2022

To: Parks and Recreation Advisory Board Members
From: Randy Newsom, Director Public Works
Subject: Saginaw Switchyard Expansion

This is a request for consideration and recommendation for the expansion of the Saginaw Switchyard Food Truck Park. Due to the success of the Saginaw Switchyard, the need to expand has come. There is just enough room to add another Pavilion and an additional loop to the Food Truck area. I have included an exhibit that our engineers, Kimley Horn & Associates, designed along with the estimated cost.

The estimated cost to expand the Saginaw Switchyard is $370,000.00 and would be funded from the future Park Bond Funds. Staff would like for the Park Board to recommend to Council the approval to fund the Saginaw Switchyard Expansion.

Thanks

Randy Newsom
Director Public Works



SAGINAW SWITCHYARD EXPANSION

SAGINAW, TX **WILLOW CREEK PARK**

THIS GRAPHIC IS CONCEPTUAL. THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

Kimley»Horn

OCTOBER 2022

Saginaw Switchyard Expansion

Opinion of Probable Cost

Prepared by Kimley-Horn

October 11, 2022

Hardscape

ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Structures					
40'x50' Pavilion	LS	1	$ 65,000.00	$ 65,000.00	
Pavilion Foundation	LS	1	$ 15,000.00	$ 15,000.00	
Paving					
Asphalt Food Truck Loop & Parking Lot Expansion	SY	918	$ 60.00	$ 55,080.00	Food truck loop and ±74 standard vehicle parking spaces
Subgrade Treatment	SY	918	$ 20.00	$ 18,360.00	
Striping & Signing	LS	1	$ 3,000.00	$ 3,000.00	
Concrete Sidewalk Connections	SF	315	$ 8.00	$ 2,520.00	5" thick reinforced, broom finish
Decomposed Granite (4" Depth)	CY	95	$ 117.00	$ 11,115.00	
12" Concrete Mow Strip	LF	190	$ 15.00	$ 2,850.00	
Miscellaneous					
Mobilization	LS	1	$ 17,500.00	$ 17,500.00	
Demolition Allowance	LS	1	$ 5,000.00	$ 5,000.00	
Grading Allowance	LS	1	$ 13,500.00	$ 13,500.00	
Erosion Control Allowance	LS	1	$ 12,000.00	$ 12,000.00	
			Subtotal	**$ 220,925.00**	

Softscape

ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Planting					
Trees - large canopy	EA	20	$ 750.00	$ 15,000.00	avg. 2" cal.
Common Bermuda	SF	9,400	$ 0.55	$ 5,170.00	Bermuda sod to limits of disturbance
Irrigation					
Irrigation - tree bubblers	EA	20	$ 250.00	$ 5,000.00	One per tree
Irrigation - turf	SF	9,400	$ 1.30	$ 12,220.00	Pop ups and small rotors to limits of disturbance
Miscellaneous					
Hardwood Mulch - 4' dia. tree rings	SF	252	$ 0.65	$ 163.80	
			Subtotal	**$ 37,553.80**	

Utilities & Electrical

ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Accent Lighting Allowance	LS	1	$ 10,000.00	$ 10,000.00	
Wiring & Circuitry	LS	1	$ 7,500.00	$ 7,500.00	Contractor to provide panel, owner to provide power to pedestal
			Subtotal	**$ 17,500.00**	

Saginaw Switchyard Pavilion Subtotal	**$ 275,978.80**	
CONTINGENCY ±20%	$ 56,021.20	
CONSULTANT FEE	$ 35,000.00	Landscape architecture, structural, bidding, CCA, TDLR
Saginaw Switchyard Pavilion Grand Total	**$ 367,000.00**	

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

MINUTES OF SPECIAL MEETING
OF THE CITY OF SAGINAW
RECREATION AND PARKS ADVISORY BOARD
HELD AT THE CITY OF SAGINAW CITY HALL
333 W MCLEROY BOULEVARD
OCTOBER 10, 2022

Present at the Meeting:

Member	Place No. 2	Janelle Young
Member	Place No. 3	Brandi Coble
Member	Place No. 4	Wayne Giles
Chairman	Place No. 5	Brack St. Clair
Vice Chairman	Place No. 6	Ronda Nyberg
Member	Place No. 7	Thomas Weaver
Director of Public Works		Randy Newsom
Planning Manager/Recording Secretary		Susy Victor-Trevino
Streets and Parks Manager		Paul Wrzesinski

Absent from the Meeting:
None.

Visitors at the Meeting:
Alice Giles
Katherine Utecht
Laura Presley

The quorum for tonight's meeting consists of Chairman St. Clair, Vice Chairman Nyberg, Members Young, Coble, Giles, and Weaver.

(1) Call to Order

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

(2) Roll Call to Establish Quorum

Chairman St. Clair called roll and established a quorum.

(3) Audience Participation

Chairman St. Clair explained the procedure for audience participation.

(4) Discussion and Action Regarding Food Truck Expansion

Director of Public Works, Randy Newsom, explained that changes have been made to the food truck expansion design as previously requested at the last meeting. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the new design for the food truck expansion. Presley's presentation included updated diagrams and costs of the design for the expansion.

The Board was generally content with the updated design and the only concerns were regarding the omitted parking lot and the price not dropping significantly. Newsom explained that the parking lot north of the food truck park is expected to be expanded at a later date when they resolve an easement abandonment. Regarding the cost, Presley reminded the Board that there is a fifty percent (50%) contingency that may be deducted from the total costs and that during the last proposal the parking lot was miscalculated.

A motion was made by Member Coble with a second by Member Giles to recommend approval of the food truck expansion to Council. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Young, Coble, Giles, and Weaver

Against: None

Absent: None

(5) Discussion and Action Regarding the Relocation of Kiwanis Park

Director of Public Works, Randy Newsom, explained that changes have been made to the relocation of Kiwanis Park design as previously requested at the last meeting. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the new design for the relocation of Kiwanis Park. Presley's presentation included updated diagrams and costs of the design for the expansion.

A motion was made by Vice Chairman Nyberg with a second by Member Young to recommend approval of the relocation of Kiwanis Park to Council. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Young, Coble, Giles, and Weaver

Against: None

Absent: None

(6) Discussion and Action Regarding the Purchase of a New Christmas Tree

Director of Public Works, Randy Newsom, introduced the item and explained that this item was being presented because the City currently only has one large statement tree that had to be taken from in front of the recreation center to the park due to various reasons. He stated that the Beautification Committee originally purchased the tree and that they would appreciate if the Parks Board bought a second tree to place in the original tree's place at the recreation center. The Board shared their concerns regarding the costs but decided that it was a fair agreement.

A motion was made by Vice Chairman Nyberg with a second by Member Weaver to recommend approval of the purchase of a new Christmas tree a value to not exceed $25,670.00 to Council. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Young, Coble, Giles, and Weaver

Against: None

Absent: None

(7) Adjournment

A motion was made by Member Weaver with a second by Member Giles to adjourn the meeting. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Members Young, Coble, Giles, and Weaver

Against: None

Absent: None

Chairman St. Clair declared the meeting of October 10, 2022 closed at 6:18 p.m.

APPROVED:

_____

Brack St. Clair, Chairman

ATTEST:

_____

Susy Victor-Trevino, Planning Manager/
Recording Secretary

MINUTES OF SPECIAL MEETING
OF THE CITY OF SAGINAW
RECREATION AND PARKS ADVISORY BOARD
HELD AT THE CITY OF SAGINAW CITY HALL
333 W MCLEROY BOULEVARD
SEPTEMBER 26, 2022

Present at the Meeting:

Member	Place No. 2	Janelle Young
Member	Place No. 3	Brandi Coble
Member	Place No. 4	Wayne Giles
Chairman	Place No. 5	Brack St. Clair
Communications Manager		Pedro Zambrano
Director of Public Works		Randy Newsom
Planning Manager/Recording Secretary		Susy Victor-Trevino
Streets and Parks Manager		Paul Wrzesinski

Absent from the Meeting:

Member	Place No. 1	Charity Deville
Vice Chair	Place No. 6	Ronda Nyberg
Member	Place No. 7	Thomas Weaver

Visitors at the Meeting:
David Sanderson
Fred Stewart
Jason England
Katherine Utecht
Kelly Stewart
Laura Presley
Patrick McKinley

The quorum for tonight's meeting consists of Chairman St. Clair, Members Young, Coble, and Giles.

(1) Call to Order

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

(2) Roll Call to Establish Quorum

Chairman St. Clair called roll and established a quorum.

(3) Audience Participation

Chairman St. Clair explained the procedure for Audience Participation.

(4) Approval of Minutes
Regular Meeting, May 23, 2022
Regular Meeting, July 18, 2022

A motion was made by Member Coble with a second by Member Young to approve the minutes as presented. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(5) Discussion and Action Regarding Early Weather Warning System

Recreation Services Supervisor, Jason England, introduced the item and briefly explained how the City could benefit from this type of warning software. He then introduced Patrick McKinley, a representative of the company, who gave a presentation about the application and contract details. England and McKinley concluded by answering the Board's questions regarding users and alerts.

A motion was made by Member Coble with a second by Member Giles to approve the purchase of the Early Weather Warning System. Motion carried.

For: Chairman St. Clair, Members Coble, and Giles

Against: Member Young

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

6) Discussion and Action Regarding Future Events

Communication Manager Pedro Zambrano presented information in the members' packet. Zambrano provided details pertaining to the holiday parade and Christmas tree lighting such as public safety, float sign-ups, and an appearance by Santa Claus.

Communication Manager Zambrano explained that the costs of having Claus attend would be two hundred dollars ($200) and requested that the Board consider purchasing half of the costs of vests for volunteers at two hundred-seventy five dollars ($275.00), which the Board agreed on. It was also decided that float cut offs would be November 23, 2022 and that during the parade half of the Board will be on the float and the other half would need to judge the floats.

During audience participation, David Sanderson requested that the Board consider the participation of cyclists in the parade and a toy drive for Toys for Tots. The Board thought it would be a good idea but wanted to ensure that public safety was okay with the idea. Communication Manager Zambrano let the Board know he would verify with both the police and fire departments.

A motion was made by Member Coble with a second by Member Giles to approve the expenses for Santa Claus's appearance of two hundred dollars ($200) and purchasing half of the costs of vests for volunteers at two hundred-seventy five dollars ($275.00). Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(7) Consideration and Action for Approval of a Playground Structure at the New Library Facility

Director of Public Works Newsom introduced the item and explained that there was an interest in adding a playground structure at the new library facility. Director Newsom answered questions the Board had regarding this item.

During audience participation, Kelly Stewart shared that some of the seniors did not want a playground structure to be added to the new library facility and that they prefer a meditation center. She also believed that the funds could go elsewhere. Chairman St. Clair stated that he would feel more comfortable seeing a plan first because he believed the funds could go to another existing park, which the Board agreed on.

A motion was made by Member Giles with a second by Member Young to deny the approval of a playground structure at the new library facility. Motion carried.

For: None

Against: Chairman St. Clair, Members Young, Coble, and Giles

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(8) Discussion and Action Regarding Food Truck Expansion

Director of Public Works, Randy Newsom, introduced the item and briefly explained that the Food Truck Park's success has led to a need to expand the existing site. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the potential food truck expansion. Presley included diagrams and costs of the design for the expansion.

Many Board members had questions regarding the food truck expansion; both Presley and Newsom answered these questions. The Board concluded that they did not agree with the current design and requested that they come back with a more affordable option while also suggesting additional changes.

A motion was made by Member Giles with a second by Member Coble to table the food truck expansion item to a future meeting. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(9) Discussion and Action Regarding IPO for Playground Equipment

Director of Public Works, Randy Newsom, introduced the item and briefly explained the need of the IPO for a playground equipment assessment. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the IPO for a playground equipment assessment and details regarding services and costs.

During audience participation, Kelly Stewart shared wanted to know why this assessment is needed now and why it was not conducted during the Parks Master Plan process. Presley explained that the assessment is needed in order to implement the adopted Parks Master Plan; it is not part of the vision process but more so a part of the implementation process.

A motion was made by Member Coble with a second by Member Young to approve the IPO for the playground equipment. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(10) Discussion and Action Regarding the Relocation of Kiwanis Park

Director of Public Works, Randy Newsom, introduced the item and briefly explained the need of relocating the Kiwanis Veteran Memorial Park. He then introduced Laura Presley, land architect from Kimley-Horn, who gave a presentation about the relocation of Kiwanis Park and provided details regarding the design and costs. Presley emphasized that there was a fifty percent (50%) contingency on the provided quote.

Many Board members had questions regarding the design, materials, and costs; both Presley and Newsom answered these questions. Overall, the Board was not comfortable with the proposed design and requested a new design be prepared with an attempt to lower the costs of the relocation. They shared their concerns regarding the benches, landscaping, and flagpoles.

During audience participation, Kelly Stewart shared her concerns that the relocation was quite expensive and focused too much on aesthetics instead of practicality. She was concerned regarding the landscaping and materials of the design.

A motion was made by Member Giles with a second by Member Coble to table the relocation of Kiwanis Park to a future meeting. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

(11) Discussion and Consideration of Future Agenda Items

-Voting on purchasing a holiday lunch for Public Works.
-Tabled Items: Food Truck Expansion and Relocation of Kiwanis Park

(12) Report Regarding Park Maintenance Projects

Streets and Parks Manager Paul Wrzesinski reviewed the current projects that were recently completed or in progress.

(13) Discussion Regarding Park Fund Balances and Expenditures

Recording Secretary Susy Victor-Trevino gave a brief overview of the donations, expenditures, and pending transactions for the months of July through August.

(14) Adjournment

A motion was made by Member Coble with a second by Member Giles to adjourn the meeting. Motion carried.

For: Chairman St. Clair, Members Young, Coble, and Giles

Against: None

Absent: Vice Chairman Nyberg, Member Deville, and Weaver

Chairman St. Clair declared the meeting of September 26, 2022 closed at 8:04 p.m.

APPROVED:

_____

Brack St. Clair, Chairman

ATTEST:

_____

Susy Victor-Trevino, Planning Manager/
Recording Secretary

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (11)

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

E-mail: krinehart@saginawtx.org

Phone: 18172300331

SUBJECT:
Consideration and Action regarding an Economic Development Agreement by and between the City of Saginaw, Texas and Triton Saginaw, LLC for the sale and development of real property located at 400 S. Saginaw Boulevard and 405 S. Belmont Street

---

BACKGROUND/DISCUSSION:
At the March 15, 2022 Saginaw City Council meeting, the Mayor and City Council approved Resolution No. 2022-07 that adopts the Work Plan for FY 2022. This Work Plan sets priorities and gives direction for the City Manager to lead staff toward progress on identified projects. "REDEVELOPMENT PLANNING FOR THE CURRENT CENTRAL FIRE STATION SITE – RESTAURANT OR ENTERTAINMENT" is one of those identified projects and was assigned to the Economic Development staff.

Over the past year and a half, the Economic Development staff has worked closely with The Retail Coach to compile a strong list of destination restaurant and entertainment options for the existing Fire Station site.

The City of Saginaw and the Economic Development Staff were hoping for one (1) destination/sit-down restaurant for the Fire Station site. What this project will provide is two (2) with the possibly of three (3) branded sit-down restaurants and one (1) entertainment venue. This project is EXACTLY what our residents have been asking for…and then some. Local Favorite submitted the attached proposal for the redevelopment of the fire station site: three-branded restaurant options, outdoor seating and a venue for live entertainment, along with saving as much of the existing structure as possible. They want to brand the location as "The Station at Saginaw".

The proposed agreement was not available when the meeting packet was posted.

FINANCIAL IMPACT:
In return for the construction of two (2) and the possibly of three (3) branded restaurants (one including "Twisted Root Burger Company") and a minimum capital investment of $2.5M, the City will waive building permit fees, provide up to $150,000 in utility and infrastructure improvement reimbursements, and offer the land to the operator at no cost.

RECOMMENDATION:

On Tuesday, July 5, 2022 at the City Council Meeting Executive Session, ED Staff presented the selected winning bidder and their presentation for the Fire Station/Senior Center Property. A consensus of the City Council was to move forward with the "Local Favorite" development concept. The City Council gave Staff direction to draft a contract with Local Favorite for the purchase and development of said property. Today, we are bringing this project to you to consider for approval.

ATTACHMENTS:

Description

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (12)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Consideration and Action regarding Appointments: a. Animal Shelter Advisory Committee; b. Advisory Recreation and Parks Board; and c. Board of Adjustment

BACKGROUND/DISCUSSION:
There are currently vacant positions on the Animal Shelter Advisory Committee, the Advisory Recreation and Parks Board, and the Board of Adjustment. Several applications from residents interested in serving have been submitted. The Council Subcommittee (consisting of Councilmembers Lawson, Bighorse, and Copeland) has reviewed the applications and recommends the following appointments be made.

Animal Shelter Advisory Committee
Appoint Judy Deller to Place 7.
Appoint Crystal Amador to Place 8.
Appoint Stacy Liebel to Place 9.

Advisory Recreation & Parks Board
Move Alternate # 2, Wayne Giles to Place 4
Appoint Jane Lyon to Alternate #1
(This will leave Alternate #2 vacant.)

Board of Adjustment
Move Alternate #1, Mike Colegrove to Place 1
Move Alternate #2, Steve Smiley to Alternate #1
(This will leave Alternate #2 vacant.)

NOTE: Action will need to be taken on each committee/board separately.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
The Council SubCommittee recommends approval of the appointments as presented.

ATTACHMENTS:

Description
Appointment Info

ANIMAL SHELTER ADVISORY COMMITTEE

Dr. Karen Metzler (Licensed Veterinarian)	Place No. 1	Expires July 1, 2023
Tammy Southard	Place No. 2	Expires July 1, 2024
Joseph Stout (Involved in Animal Welfare Organization)	Place No. 3	Expires July 1, 2023
Jose Wheeland (City Official)	Place No. 4	Expires July 1, 2024
Breanna Farley (Involved in Shelter Operations)	Place No. 5	Expires July 1, 2023
Kolene Dean	Place No. 6	Expires July 1, 2024
Vacant	Place No. 7	Expires July 1, 2023
Vacant	Place No. 8	Expires July 1, 2024
Vacant	Place No. 9	Expires July 1, 2023
Carolle Cox	Alternate No. 1	Expires July 1, 2023
John Peet	Alternate No. 2	Expires July 1, 2024

ADVISORY RECREATION AND PARKS BOARD

Charity DeVille	Place No. 1	Term Expires May 2023
Janelle Young	Place No. 2	Term Expires May 2024
Brandi Coble	Place No. 3	Term Expires May 2023
Vacant (Russell Jolly Resigned 9-16-2022)	Place No. 4	Term Expires May 2024
Brack St. Clair	Place No. 5	Term Expires May 2023
Ronda Nyberg	Place No. 6	Term Expires May 2024
Thomas Weaver	Place No. 7	Term Expires May 2023
Vacant (Kathryn Johnson Resigned 7-15-2022)	1st Alternate	Term Expires May 2023
Wayne Giles	2nd Alternate	Term Expires May 2024

BOARD OF ADJUSTMENT

Vacant (Petina Powers Resigned 7-31-2022)	Place 1	Expires May 2023
Bobby Grayson	Place 2	Expires May 2024
Bethany Sanderson	Place 3	Expires May 2023
James Burgdorf	Place 4	Expires May 2024
Derrick Thomas	Place 5	Expires May 2023
Mike Colegrove	Alternate 1	Expires May 2023
Steve Smiley	Alternate 2	Expires May 2024

Janice England

From: noreply@civicplus.com
Sent: Sunday, September 18, 2022 8:38 PM
To: Keith Rinehart; Janice England; Pedro Zambrano
Subject: Online Form Submittal: Citizen Board of Interest Application

Citizen Board of Interest Application

Contact Information

First Name	Judy
Last Name	Deller
Address1	540 Willowview Dr
Apt/Unit #	*Field not completed.*
City	Saginaw
State	Tx
Zip	76179
Daytime Phone Number	
Preferred Email	
Resident of the City since	July 2020
Age by December 31 of the application year	
Present Occupation	Retired
Place of Employment	Retured
Educational Background	MBA
Community Organization and/or Professional Memberships	HOA compliance committee
Current or Previous Service on City Boards	None

Reasons to be Considered for Appointment	I have an interest in the spay, neuter, release program and avoiding putting any down if avoidable. Would like to see fundraisers like schools do at chick fil a for a percentage of sales.
What personal qualifications can you bring to the Board or Commission?	Prior to retire I was a project manager and those skills are easily translated into most situations.
What do you hope to Accomplish or Contribute while serving on a committee?	Look at ways to increase funding to be more supportive of the number of critters served.
Have you attended meetings in your area of interest?	No
Is a family member currently serving on a Board or Commission?	No
If YES, please describe name and board	*Field not completed.*
Available Boards	Animal Shelter Advisory Committe
First (1st) Choice	Animal Shelter Advisory Committee
Second (2nd) Choice	*Field not completed.*
Third (3rd) Choice	*Field not completed.*
Agreement	I agree to the terms and responsibilities as described in the ordinance or resolution as an appointee for the committee for which I wish to serve.

Applicants may be asked to attend an interview to ensure the best candidate is selected

Signature	Judy Deller
Date	9/18/2022

Email not displaying correctly? View it in your browser.

Janice England

From: noreply@civicplus.com
Sent: Monday, September 19, 2022 11:41 AM
To: Keith Rinehart; Janice England; Pedro Zambrano
Subject: Online Form Submittal: Citizen Board of Interest Application

Citizen Board of Interest Application

Contact Information

First Name	Crystal
Last Name	Amador
Address1	304 Sir Guy Court
Apt/Unit #	*Field not completed.*
City	Saginaw
State	TX
Zip	76179
Daytime Phone Number	
Preferred Email	
Resident of the City since	October 2012
Age by December 31 of the application year	
Present Occupation	Social Worker
Place of Employment	Healthcare Service Corporation
Educational Background	Undergraduate Psychology degree, graduate Social work degree
[redacted]	
Community Organization and/or Professional Memberships	Westside PTO Board Member
Current or Previous Service on City Boards	Diversity & Inclusion Committee (which I believe is on hiatus)

Reasons to be Considered for Appointment	I love animals & I love my community so I will be committed & engaged with the time I serve on this Board.
What personal qualifications can you bring to the Board or Commission?	I am very organized, experienced with garnering support & awareness for issues/groups/events & I can be trusted to meet my obligations on time & with quality efforts & results.
What do you hope to Accomplish or Contribute while serving on a committee?	I want to be a part of any efforts made to improve conditions for animals in our community. I want to help make citizens aware of resources they may need & to engage the community in the issues & needs regarding animal welfare in our town.
Have you attended meetings in your area of interest?	No
Is a family member currently serving on a Board or Commission?	Yes, No
If YES, please describe name and board	*Field not completed.*
Available Boards	Animal Shelter Advisory Committe
First (1st) Choice	Animal Shelter Advisory Committee
Second (2nd) Choice	*Field not completed.*
Third (3rd) Choice	*Field not completed.*
	(Section Break)
Agreement	I agree to the terms and responsibilities as described in the ordinance or resolution as an appointee for the committee for which I wish to serve.
Applicants may be asked to attend an interview to ensure the best candidate is selected	
Signature	Crystal Amador
Date	09/19/2022

Email not displaying correctly? View it in your browser.

Janice England

From: noreply@civicplus.com
Sent: Tuesday, September 20, 2022 11:35 AM
To: Keith Rinehart; Janice England; Pedro Zambrano
Subject: Online Form Submittal: Citizen Board of Interest Application

Citizen Board of Interest Application

Contact Information

First Name	Jane
Last Name	Lyon
Address1	1248 Topeka Drive
Apt/Unit #	*Field not completed.*
City	Saginaw
State	Tx
Zip	76131
Daytime Phone Number	
Preferred Email	
Resident of the City since	September 1986
Age by December 31 of the application year	
Present Occupation	Early childhood music teacher
Place of Employment	Self: Miss Jane's MusicPlay
Educational Background	BS from Texas A&M
Community Organization and/or Professional Memberships	Texas Music Educators Association; Feierabend Association of Music Educators. Texas PTA Life Membership awarded for advocacy for children. Certified foster care respite provider.
Current or Previous Service on City Boards	Citizen Advisory Board

Reasons to be Considered for Appointment	I am a vested citizen of Saginaw, have volunteered for numerous organizations and events over the years.
What personal qualifications can you bring to the Board or Commission?	Long-time citizen of Saginaw, administrative and organizational skills, integrity, vision
What do you hope to Accomplish or Contribute while serving on a committee?	As a 22-year resident of our current home that backs up to a Saginaw park, I would have a working knowledge of what park amenities are used most, needed, and a design aspect
Have you attended meetings in your area of interest?	No
Is a family member currently serving on a Board or Commission?	No
If YES, please describe name and board	*Field not completed.*
Available Boards	Advisory Parks & Recreation Board, Animal Shelter Advisory Committe
First (1st) Choice	Advisory Parks & Recreation Board
Second (2nd) Choice	Animal Shelter Advisory Committee
Third (3rd) Choice	*Field not completed.*
	(Signature Shown)
Agreement	I agree to the terms and responsibilities as described in the ordinance or resolution as an appointee for the committee for which I wish to serve.
Applicants may be asked to attend an interview to ensure the best candidate is selected	
Signature	JNL
Date	9-20-2022

Email not displaying correctly? View it in your browser.

Janice England

From: noreply@civicplus.com
Sent: Monday, September 26, 2022 2:41 PM
To: Keith Rinehart; Janice England; Pedro Zambrano
Subject: Online Form Submittal: Citizen Board of Interest Application

Citizen Board of Interest Application

Contact Information

First Name	Stacy
Last Name	Liebel
Address1	1060 Iron Horse Drive
Apt/Unit #	*Field not completed.*
City	Saginaw
State	Texas
Zip	76131
Daytime Phone Number	
Preferred Email	
Resident of the City since	July 2014
Age by December 31 of the application year	
Present Occupation	Career & Technical Education Student Support Specialist
Place of Employment	Tarrant County College
Educational Background	Bachelor's degree from UNT, pending completion of Master's degree from Tarleton State University December 2022.
	(Section Break)
Community Organization and/or Professional Memberships	Various organizations currently at Tarrant County college.
Current or Previous Service on City Boards	Member of the Haltom City Girls Softball association board

Reasons to be Considered for Appointment	It is important to be an involved community member in my community to help see what I can contribute.
What personal qualifications can you bring to the Board or Commission?	I have experience working on community partnerships as well as providing un-biased communication skills.
What do you hope to Accomplish or Contribute while serving on a committee?	Learn about the City of Saginaw's policy and procedures as it relates to animal services and maybe a board position at a later date.
Have you attended meetings in your area of interest?	No
Is a family member currently serving on a Board or Commission?	No
If YES, please describe name and board	*Field not completed.*
Available Boards	Animal Shelter Advisory Committe
First (1st) Choice	Animal Shelter Advisory Committee
Second (2nd) Choice	Where Needed
Third (3rd) Choice	Where Needed
	(Section Break)
Agreement	I agree to the terms and responsibilities as described in the ordinance or resolution as an appointee for the committee for which I wish to serve.
Applicants may be asked to attend an interview to ensure the best candidate is selected	
Signature	Stacy Liebel
Date	09/26/22

Email not displaying correctly? View it in your browser.

City of Saginaw

Meeting Date: 10/18/2022

Staff Contact: Fire Chief Doug Spears
Chief Building Official Larry Little

Agenda Items: (13)

E-mail: dougspears@saginawfire.us
llittle@saginawtx.org

Phone: 817-230-0412 817-230-0457

SUBJECT:
Consideration and Action regarding Ordinance No. 2022-08, Carport Regulation Amending Ordinance (Public Hearing was held on 8/16/2022)

Adoption of an amending ordinance to permit carports in residential areas of the city where previously prohibited by zoning regulations. Approval of a Specific Use Permit is required for carports in all residential areas with exception to MF1 & MF2. While the ordinance provides basic design and installation standards the ordinance and SUP requirement provides Council the discretion to modify construction design and material requirements on a per SUP application basis.
Remaining with current practice all SUPs will first go to Planning and Zoning for recommendation before being brought before City Council.

BACKGROUND/DISCUSSION:
Adopted city ordinances are methodically being reviewed to determine relevance and in priority of application occurrence or by Council/staff recommendation. At the recommendation of Council the carport ordinance was deemed a priority. Direction was to revise the current ordinance providing residential properties a process to pursue installation of a carport in which the carport construction design and materials is required to be consistent with the main residential structure.

The proposed ordinance has undergone legal counsel review.

Note: The public hearing for this item was held on 8/16/2022. There was no public input. The City Council voted to table this item at that meeting.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Carport Regulation Amending Ordinance

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A - ZONING OF THE SAGINAW CITY CODE, TO AMEND REGULATIONS GOVERNING THE PLACEMENT OF CARPORTS WITHIN THE CITY; PROVIDING A DEFINITION OF CARPORT; PROVIDING FOR STANDARDS GOVERNING INSTALLATION AND DESIGN; PROVIDING FOR ADDITIONAL REGULATIONS GOVERNING CARPORTS LOCATED WITHIN LI AND HI ZONING DISTRICTS; REPEALING THE CARPORT OVERLAY DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council has previously adopted regulations governing the location, installation and design of carports within the City; and

WHEREAS, the City Council now deems it in the best interest of the public health, safety, morals and general welfare of the City to amend said regulations; and

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

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

SECTION 1.

Section 5-1. "Permitted use table" of Article 5 "Permitted Uses" of Appendix A-Zoning of the Saginaw City Code is hereby amended by amending the Accessory Use "Carport, Residential," to read as follows:

ACCESSORY USES											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZLL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
S	S	S	S	S	S	S	S	S	P	P	Carport, Residential				P	P	P	21

SECTION 2.

Section 5-2. "Special conditions for listed uses." of Article 5 "Permitted Uses" of Appendix A "Zoning" of the Saginaw City Code is hereby amended, by amending Special Condition "21" to read as follows:

"21. Must comply with regulations provided in Section 8-6.D., Carport."

SECTION 3.

Section 12-2. "Definitions" of Article 12 "Definitions" of Appendix A "Zoning" of the Saginaw City Code is hereby amended by adding a definition for carports, inserted alphabetically to read as follows:

"*Carport.* A structure which is allowed between the property line and the required front build line, is unenclosed by any coverings on at least three sides, and is an integral portion of the primary structure, constructed for the purpose of providing covering for the off-street parking of private vehicles."

SECTION 4.

Section 8-6. "Miscellaneous requirements." of Article 8 "Supplemental District Regulations" of Appendix A "Zoning" of the Saginaw City Code is hereby amended by adding subsection D. to read as follows:

"D. *Carports.* All carports constructed prior to the repeal of the carport overlay district, and which comply with other applicable provisions of the city code, are considered lawfully existing uses. All carports constructed on or after the effective date of this Ordinance shall comply with the regulations set forth in this subsection, other regulations contained in appendix A of this Code, and other applicable provisions of the city code.

1. Installation and design. The installation and design of carports shall meet the

following standards:

a. No more than one carport shall be permitted per residential lot, unless otherwise approved by city council.

b. No carport may exceed more than 600 square feet in roofed area.

c. No carport may exceed more than ten feet in clear opening height for any open sided area.

d. Carports shall maintain the required side yard setback from the property lines according to the applicable zoning district or approved development agreement.

e. The front setback for carports shall be a minimum of ten feet from the back of the curb, but in no case shall any portion of the carport project beyond the property line.

f. Construction must be compatible in both design and materials with the primary structure and shall meet the requirements of the city building code as adopted by the city. However, the city council may modify construction design and material requirements when reviewing a specific use permit application and may impose different conditions for construction design and materials in approving any specific use permit.

2. Carports within property zoned LI or HI. All carports located within property zoned LI or HI shall be subject to the additional following regulations:

a. No carports may be constructed over the building line on property abutting any one of the following roadways: Saginaw Boulevard (Business 287/81), Blue Mound Road (FM 156), McLeroy Boulevard, and Bailey Boswell Road.

b. The maximum depth of a carport shall be 20 feet.

c. The maximum width of carport shall not exceed maximum width of the primary building on the property.

d. No carport shall extend or overhang into any public right-of-way or easement.

e. All carports shall be engineered by a professional engineer who is licensed by the State of Texas.

f. No wood construction, corrugated barn tin, corrugated fiberglass or similar construction is permitted.

g. Shade structures are permitted, provided they are designed in accordance with subsections e and f, above.

h. Any application permit for a carport under this section must also be approved by the city's fire department.

3. Fees. All permits and fees relating to development shall be subject to the requirements as established by the city."

SECTION 3.

Section 7-2. "Carport overlay district" of Article 7 "Special Districts" of Appendix A-"Zoning" of the Saginaw City Code, is hereby deleted in its entirety.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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 9.

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

PASSED AND APPROVED ON this the ____ day of _____, 2022.

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, City Attorney

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (14)

Staff Contact: Pedro Zambrano
Communications Manager

E-mail: pzambrano@saginawtx.org

Phone: 817-230-0336

SUBJECT:
Consideration and Action regarding a contract with OnPointe Insights to conduct the Citywide Customer Satisfaction Survey

BACKGROUND/DISCUSSION:
The Citywide Customer Satisfaction Survey is part of the 2022 Work Plan project which was approved by City Council in early 2022.

FINANCIAL IMPACT:
Three options to consider:
1. One-time cost of $15,950 for a single survey
2. A 2-year commitment, the cost will be $12,450 per year ($24,900 total)
3. A 3-year commitment, the cost will be $9,950 per year ($29,850 total)

Note: $12,000 is budgeted this fiscal year for the Citywide Customer Satisfaction Survey. If option 1 or 2 are selected by Council, the rest of the funds to cover the cost will come from Fund Balance.

RECOMMENDATION:
Staff recommends approval to contract OnPointe Insights to conduct the Citywide Customer Satisfaction Survey.

ATTACHMENTS:

Description

OnPointe Insights Saginaw Proposal

City POV

Proposal
October 2022

Ron Gailey
ron@onpointe-insights.com

Onpointe insights



Bringing the Voice of Your Citizens to Life

/01 **Who is OnPointe Insights**
Who We Are and Why That Matters to Your City

/02 **How CityPOV Questions Are Different**
Our approach to make you successful.

/03 **Timing / How to Engage Citizens**
What it Takes to Get This Done

/04 **Demo**

For You, For the People.

Our Focus is on City Leader Needs

You're in city leadership to **do good**, **improve your city**, and **make a difference**—which means you must give citizens a voice. But key hurdles stand in your way. Complexity. Competing Requests. Designs by Committee.

We simplify the work of helping you connect with citizens and unite city leaders.



A Focused Approach for Better Results.

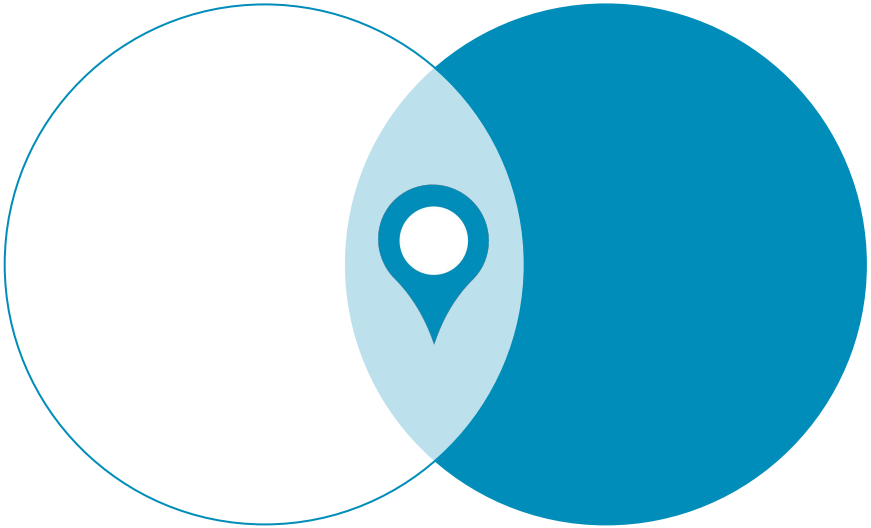


When we were first asked by a city manager to design and execute their citizen survey, we paused to lean on our experience in the business world. With a review of their previous survey (and others like it) we created a new plan to…

- Give them **4x the insights in half the length** of their prior survey
- Make it easy for people to take
- Design it for mobile (because 60%+ would take it on their phones)
- Give flexibility in how the survey was distributed
- Eliminate cheaters or ballot stuffers
- Create a process to rapidly develop a great survey with less effort
- Provide powerful, intuitive results in a dashboard that allows for exploration

The end result was CityPOV, a powerful citizen survey designed for success. It's a tool built to help city leaders intuitively prioritize and focus their limited resources.

And with its low price it's easy to do annually to adjust priorities and track progress.



Why OnPointe?

Fortune 100 Expertise for the Public Sector

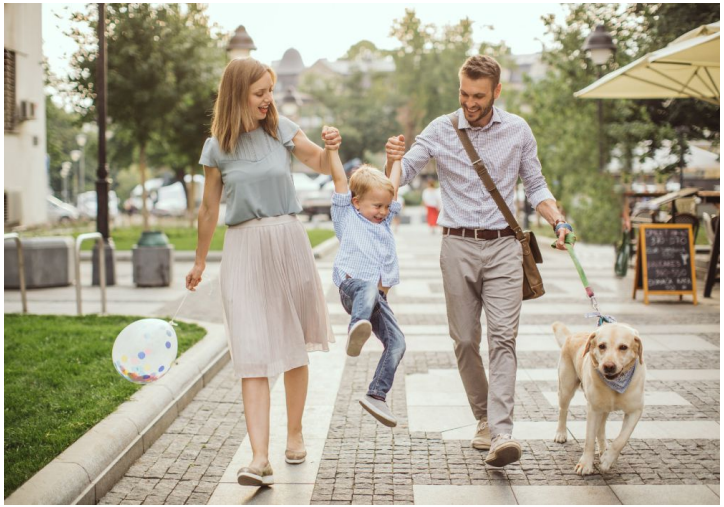
The team at OnPoint Insights is expert at delivering useful citizen surveys for city leaders. What makes the difference?

Experience with some of the world's largest companies. We know research. We've worked at and provided key insights to leaders at Coca-Cola, KFC, Amazon, Netflix, major banks and universities, and more.

A singular focus on helping cities and towns. After years working with global giants, we found fulfillment when we helped city leaders. We loved providing city leaders the citizen input they needed. Now, it's all we do.

Holistic, end-to-end solutions built for results. We design our surveys to ensure the final results are easy to digest and intuitive to apply, keeping your final analysis and key decisions in mind.

Designed With Your Goals in Mind



Give Your Citizens a Voice
CityPOV helps you discover what you don't know about how your citizens really feel so you can do the greatest good in your community.

Know Where to Prioritize
With CityPOV you'll gain an understanding of what should be prioritized so you can make the best decisions, despite competing voices. It's perfect for budgeting and planning.

Move Forward with Confidence
Unite your city leadership to ensure everyone is aligned and moving in the best direction based on citizen feedback.

Not Our First Rodeo…



Ron Gailey, Founder

Ron Gailey established his research capabilities by directing research at two Fortune 500 banks. Then, for 8 fascinating years he led insights for Coca-Cola across Asia (China, Japan, Australia, India, Vietnam, Thailand, Indonesia, and more.)

His task... create the insights that senior leaders needed for strategic decisions, breakthrough marketing and improved performance.

Ron started his own research company in 2017. It quickly grew as they devoted their time to help leaders at Coca-Cola, T-Mobile, KFC, 1800 Contacts, Kellogg's, Essilor and others make smart decisions with well-designed research.

Along the way, Ron fell in love with research for cities and towns. He started OnPointe Insights, a company devoted to helping mayors, city managers, city councils and other civit leaders with their challenges. It's his way of using his experience and skills to support the local community and give back.



David Gailey, Co-Founder

David Gailey is the former Head of Research for Singularity Education Group where he led initiatives to learn how emerging technologies like AI and Virtual Reality could positively impact local and global communities.

He leveraged the latest in survey, digital, and neuroscience-based methods to find new insights.

At the survey tech giant, Qualtrics, David helped organizations like Amazon, Netflix, Uber, American Airlines, Bank of America, and the US Department of Health & Human Services build state-of-the-art research programs.

Along with holding an MBA from the A.C. Nielsen Center for Marketing Research at the University of Wisconsin, David built his research chops as a Corporate Researcher at SC Johnson and in quantitative and qualitative roles at the research agencies BrainJuicer (now System1) and TNS.

Recent City Clients



Keller, Texas



Boerne, Texas



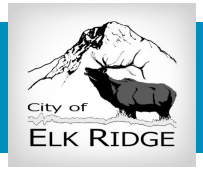
Coppell, Texas



Lago Vista, Texas



Union City GA



Elk Ridge, Utah



American Fork, Utah



Marco Island, FL



Tremonton, Utah



Mapleton, Utah

Why OnPointe's approach is better…

Casey Lucius
Deputy City Manager
Marco Island, FL





How CityPOV Questions are Different

/02

Typical Survey Questions Create Confusion

How satisfied are you with . . . .

- Everyone is asked every question
- The lists are long and tedious
- Inconsistent: some ask satisfaction, others are agree/disagree, etc.

How do you feel about _____?

- Too many open-ended
- Word clouds that convey little
- Difficult to analyze and use
- People don't answer the question, but share what's on their mind

City surveys we've seen are too long, ask similar things in different ways, and are difficult to analyze with clarity.



OnPointe Surveys efficiently create clarity

First: What is MOST important?

- Important **Facilities/Amenities**
- Important **Benefits**
- Important **Growth issues**
- Important **Safety issues**
- Important **Operational issues**

Second: Only rate the City if important . . .

- (If Important) How well is the city doing?
- Overall priority of importance

The core survey is 7-8 minutes long, with time for city deep dives on other topics



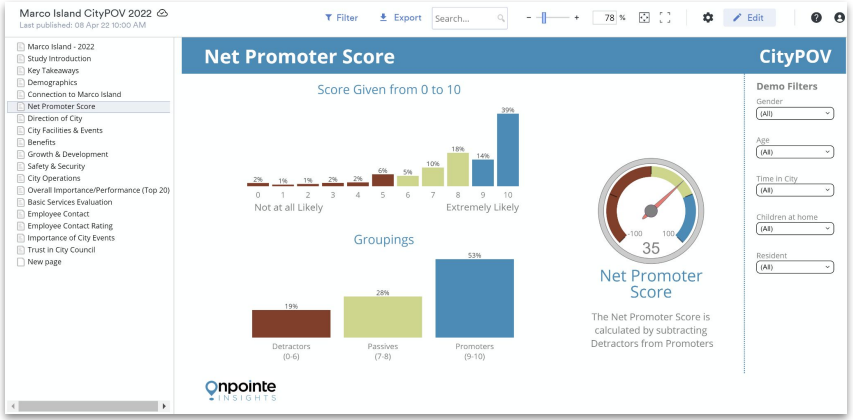
Access Insights Anywhere

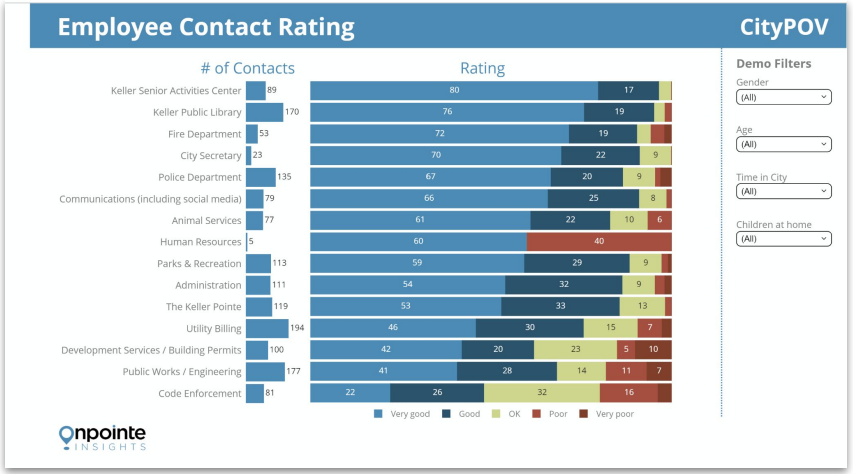
Through Rich, Online Dashboards

Gone are the days of searching your email or download folder for the powerpoint report or PDF that was filed away. We offer a vibrant and filterable online dashboard for you to view and share among leaders in your city.

Then, simply take a quick peek before a budget review or pull up data live in a council meeting.

We've got your covered.





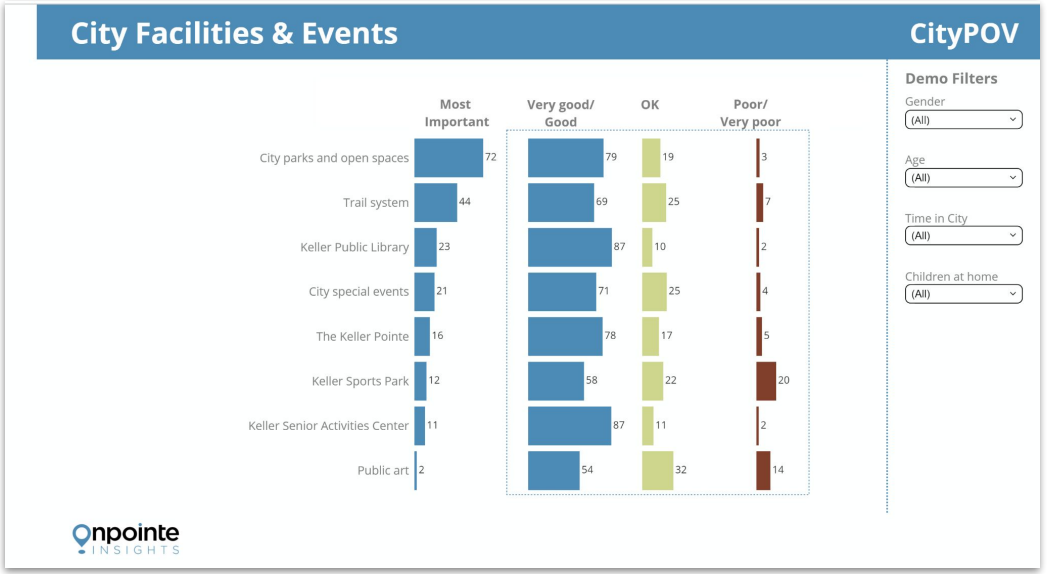
Getting the Nitty Gritty

How We Sift to Get Top Priorities

The **beautiful dashboard** is clear, intuitive, and able to be shared on your website. Most of our city clients post the results for all to see.

And, you can easily filter any question by age, gender, time in the city and other relevant characteristics of your citizens.

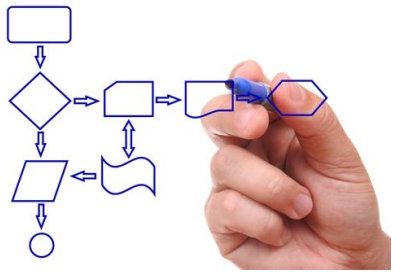
Powerful and Clear Visualizations



A Process you can Trust

A Streamlined, Proven Process

Our process has been proven to ensure you receive the quality insights you need with minimal effort from your team..



The Steps We'll Take

Working with you and your team, OnPointe Insights will do the following:

- Lead a 60-90 minute "virtual" kickoff session to align on study topics unique to you while sharing best practices from other cities
- Develop the initial survey draft, share it with you for internal sharing, and then quickly make refinements
- Program and test the survey, allowing your team to test also
- Give you the online survey URLs and/or QR codes to CityPOV, or you can provide us emails and we'll invite/remind them
- Collect, tabulate, and analyze the data
- Debrief your team on the findings and important areas of focus
- Introduce you to the powerful dashboard and teach you how to use it
- Provide a PowerPoint/PDF summary, Excel tables, raw data, if desired
- Present to your City Council, if desired



The Numbers/ Timing

/03

CityPOV Costs

OnPointe provides a flexible cost approach. Some cities only wish to do a one-time survey. Our cost is $15,950 for a single survey.

We both benefit if your city is open to a longer relationship.

For a 2 year commitment, the cost will be $12,450 per year.

For a 3-year commitment, the cost is just $9.950.

You also get a discount on any additional research we do with you for a commitment of 2 years or more..

CityPOV Cost Details	Fees USD$
Project management	$2,820
Questionnaire Design/Programming	$1,920
Questionnaire technology fees	$950
Fieldwork & monitoring	$900
Data extraction	$510
Coding, Cleaning	$1,540
Analysis / Insights development / Report	$3,070
Dashboard tech fees / creation / Updating	$4,240
Total Research Investment (1-time)	**$15,950**
Discount per year for a 2-year commitment	$3,500
Yearly cost for a 2-year commitment	**$12,450**
Discount per year for a 3-year commitment	$6,000
Yearly cost for a 3-year commitment	**$9,950**

OnPointe Timelines

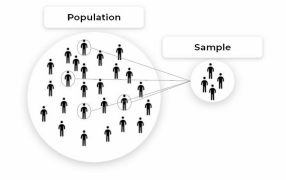
CityPOV projects take approximately 6-8 weeks to complete. This includes survey design, fielding, dashboard creation, and analysis. Every piece of the project is managed by OnPointe Insights with approval from City officials involved. You focus on running the city and we'll take as little of your time as possible.

We've noted critical steps to keep things moving and are confident in being prepared for the timing you need.

Example Start Date: 1/2/2023	Jan					Jan					Jan					Jan					Feb					Feb					Feb					Feb					Mar				
UT West Jordan CityPOV	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31	1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	1	2	3
Project awarded	x																																												
Agreements signed (SOW, etc.)	x	x																																											
Invoice sent (net 30 days)			x																																									
Video Call: Kickoff (survey design 1.5 hrs)				x	x																																							
Questionnaire design (internal calls)					x	x	x	x																																				
Questionnaire shared: Review/approval									x	x	x	x	x	x	x																														
Progress Check-in												x																																	
Video Call: Final adjustments, approval														x	x																														
Questionnaire programmed																x	x	x																											
Fieldwork Internal Testing (links shared)																			x	x	x	x																							
Fieldwork with citizens																							x	x	x	x	x	x	x	x	x	x	x	x	x	x									
Analysis																															x	x	x	x	x	x	x	x	x	x	x				
Draft results shared, early dashboard peek																																				x									
Video Call: Share final results, dashboard																																										x	x		
Video Call: Present to your City Council																																													
Video Call: Reflection/Derief/What's next																																												
Critial	x																																												

Invitation Details

1



Sample Options

We typically get a 5% to 10% response rate to our CityPOV surveys. Using multiple contact methods, rates are even higher.

For cities with populations of 10K or more, we typically get 1,500 to 2,000 resident responses, far more than needed for 95% confidence of +/- 2.5%. We can get more.

2

Response Rate Influencers

Depending on your ability to communicate directly with residents, response rates will differ.

- Email - High response rate (from utility emails)
- SMS - High response rate
- Website posting - Fair rate
- Newsletter article - Fair rate
- Postcard mailing - Low rate and expensive (postage)

3

Survey Invite Links, etc.

OnPointe Insights will provide links and codes to make it easy for residents to get to the online survey.

- Email - A URL link
- SMS - A Short URL link
- Website posting - A QR Code
- Newsletter article - A QR Code
- Postcard mailing - A QR Code and Short URL link

CityPOV Demo

DEMO – The link above is a functioning demo of CityPOV. For a live demo. Contact ron@onpointe-insights.com

/04

Thank You

Contact:

ron@onpointe-insights.com
david@onpointe-insights.com

Onpointe insights



Appendix

/05

The appendix pages that follow have our FAQs and show actual examples of several dashboard pages you will receive. These results will provide you with the clarity you need to focus your efforts for the coming year. And, if done annually, you can monitor progress and refine your efforts and communications for residents of your city.

Frequently Asked Questions

FAQs – pg 1

You work with companies like Coca Cola, T-Mobile, and KFC. Why has OnPointe Insights chosen to work with the public sector?

Our experience with decision-makers at some of the biggest and smartest companies in the world has given us experience and skill to solve difficult problems with research. When our first city approached us for help and loved what we delivered with CityPOV, we found a new passion. We have chosen to make a difference and bring our expertise to the public sector to help city leaders make a difference.

Why should we trust OnPointe Insights to help us in the public sector?

Experience. We are experts in survey design and in solving problems for demanding clients. The skill set we've developed allows us to solve things that couldn't be addressed by well-meaning people who haven't had that experience.

Why is CityPOV superior to other city surveys?

Most city surveys are a tangle of questions designed by committee. Most city surveys are either too simplistic or are fatiguing for residents who take them. Many are myopic on certain issues, trying to prove an internal opinion. Others are so broad they are not useful.

OnPointe Insights designs surveys that are intuitive and fast for residents to take (under 9 minutes), and yet provide a maximum of information for a city—that's the core difference. We design CityPOV with the final analysis and a dashboard in mind. You can easily view results and efficiently monitor trends over time. Plus, our costs are reasonable because of the thoughtful design of CityPOV.

We did a survey 3 or 4 years ago. Will the new survey use the same questions?

Our survey designs are built on an intuitive and powerful framework that accommodates most questions you've asked in the past, but we make it easier for residents to take, while allowing us to analyze results in a clearer and more visual way. We'll use all important questions from the past in a better framework. Because the core survey is short (about 7 minutes), we have room for unique questions you need. Having reviewed your prior survey, we're in good shape to cover nearly all questions.

FAQs – pg 2

Our city has unique needs. Can we customize CityPOV?

Yes. We've designed CityPOV for local customization. All cities we work with have chosen a blend of tried and trusted topics with practical customization where it makes sense. In the case of Monroe, Ohio, we can have consistent questions across villages with some unique ones where needed.

Can CityPOV really be done in 6-8 weeks?

Definitely. However, there are some key decision points on your end. Leaders who deliver on the critical moments in a timely basis will get results in about 6 weeks. Internal delays sometimes make timelines stretch longer, but we'll assure you meet your timelines.

How intuitive and accessible are the presented results?

The online dashboard is amazing. Results are presented in a way that is so clear you cannot misunderstand priorities and areas for focus. For those who wish to dig deeper, the ability to slice by demographics and other questions is obvious and simple. Anyone authorized from your city can access the beautiful charts and data. Plus, you can easily export slides into PowerPoint or save findings to Excel.

How often should we survey our residents?

CityPOV is designed for trend comparisons. You may survey residents annually or on a less frequent basis. Either way, you can compare progress and course correct. Most cities survey their residents annually because 3-year commitment costs for CityPOV are reasonable.

Does CityPOV address decreasing response rates?

Some surveys are simply too long and not enjoyable. Often, city leaders can't make sense of results, and citizens feel they were not heard. That causes participation to drop now and also in subsequent years. We designed CityPOV to be shorter and to work well on mobile phones and other devices so participation remains high. It's intuitive and easy. And your ability to use the data will make them feel heard.

FAQs – pg 3

How about quality assurance for who's taking our survey?

Garbage in, garbage out! You have to trust the quality of the data. That's why we have a minimum of a 4-step process to validate that participants are from your city and they don't take the survey several times. Step 1, choose your city/village from a list. Step 2, enter their zip code. Step 3, capture their IP address and will remove all who don't live in your city. Step 4, only 1 response per IP address. We can do more if required, but we have you covered on the quality front.

What about testing the survey by our team?

This is easy. We'll give you a link to test as soon as a draft survey is created. Once we have input from your team about any refinements, we'll make the tweaks, remove the test results and be ready to go live the next day.

Can CityPOV handle multiple languages?

Definitely. We make it easy for survey participants to choose their language. Data analysis is seamlessly done across languages, including comments and suggestions from survey participants.

What about benchmarks?

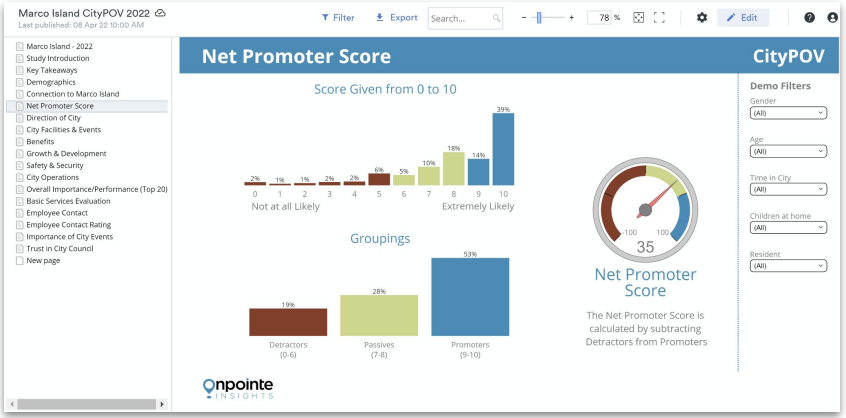
CityPOV allows for powerful benchmarking because of the consistent study design. Plus, it allows for annual benchmarking year over year for your city to track progress. We benchmark on NPS, city direction, place to live vs other cities, staff service, and other key questions.

Dashboard & Reporting Examples

City Evaluation

Net Promoter Score™

Are respondents Promoters or Detractors when thinking of your city. Great for comparing to other cities and industries.



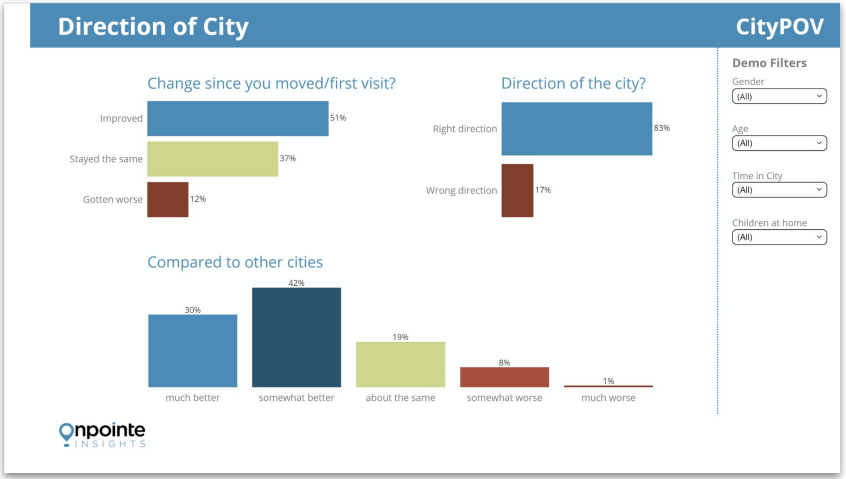
Direction of City

Is the city improving?

Heading in right direction?

Better than other cities?

Monitor these over time for clarity on your progress

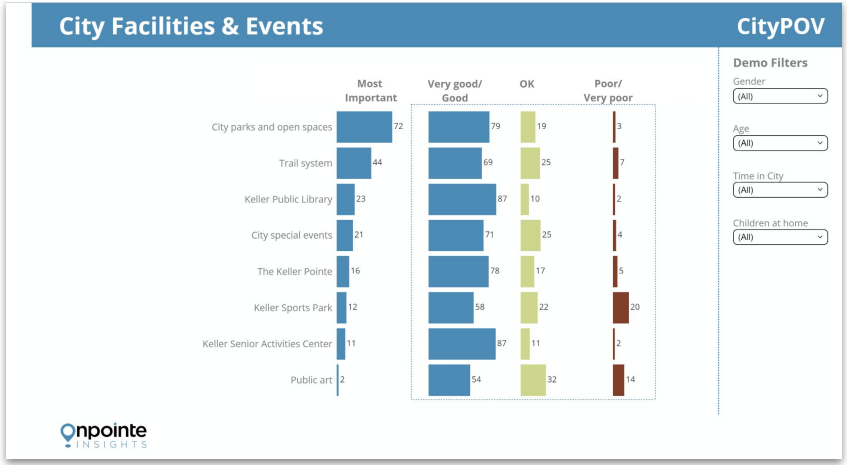


Amenities/Growth

City Facilities & Events Analysis

Of up to 10 amenities offered by the city, which ones are MOST and LEAST important? Aids with prioritization.

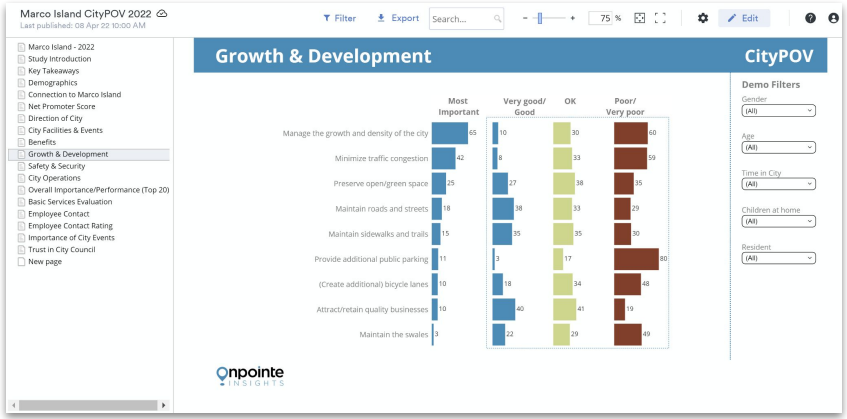
People select 2 MOST important and then 2 LEAST important.



Devel/Growth Analysis

Of up to 10 Development and Growth issues, which ones are MOST and LEAST important to residents?

NOTE: We do the same routine for Safety & Security and City Operations issues.



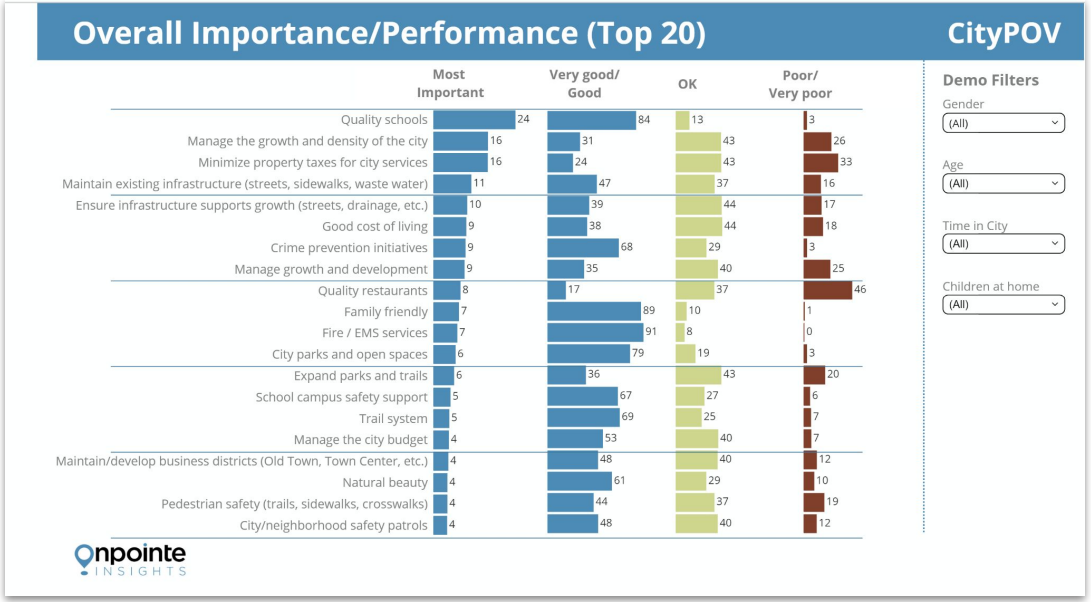
Evaluation of Things Most Important

Ratings of Most Important

For each attribute that people select as MOST IMPORTANT to them, we ask for ratings on a 5-point scale. Excellent, Very Good, Good, Fair and Poor.

For things rated as "very important", it's vital to know how residents feel about the city. It can bring powerful focus to things most important.

This is a vital question in the study.



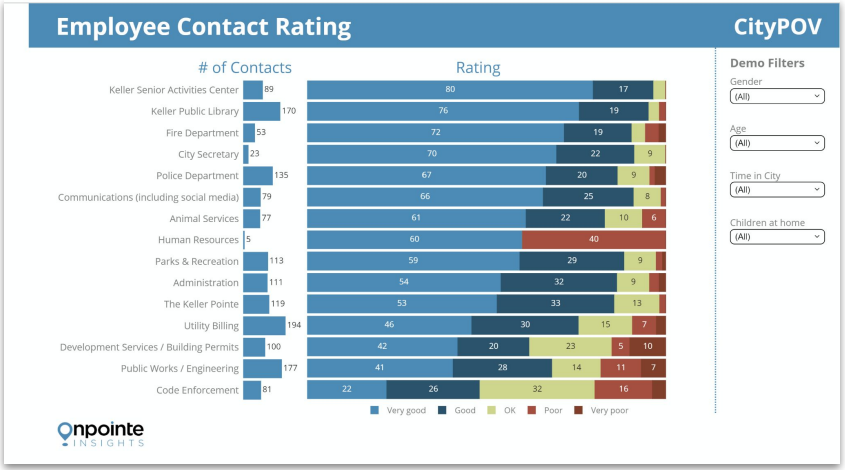
Contact with staff

Contact with Staff

How many residents contact city staff?

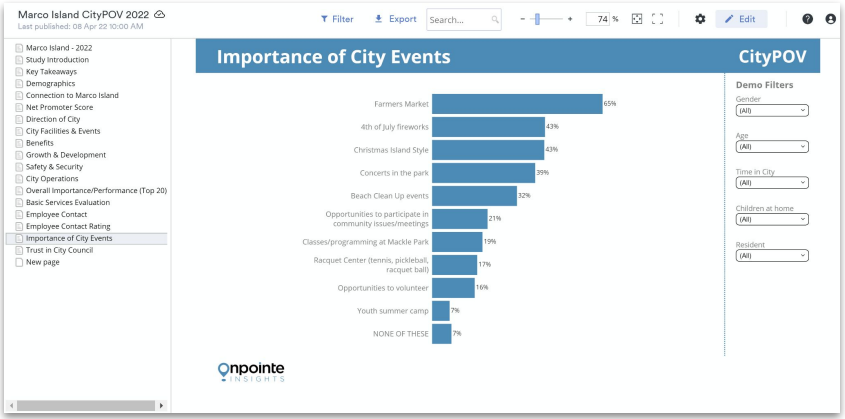
Why do residents contact city staff?

What ratings do they give?



Events Importance

Your city does many events. Which ones are most important to residents?



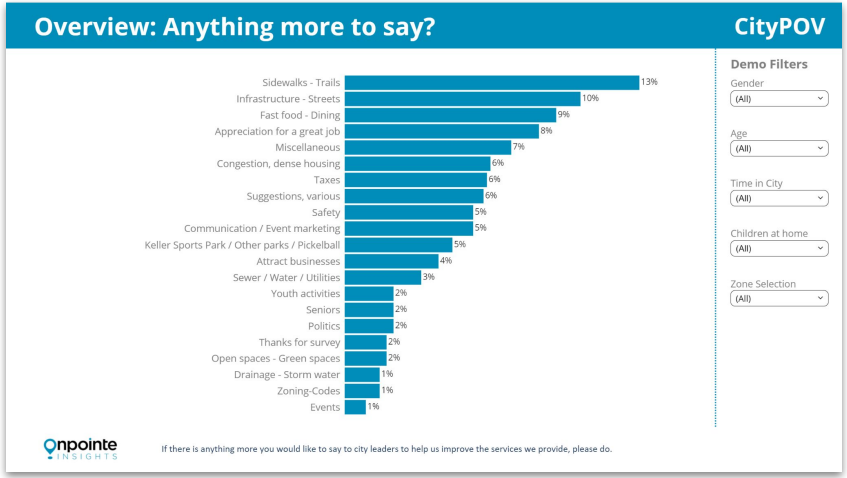
Comments

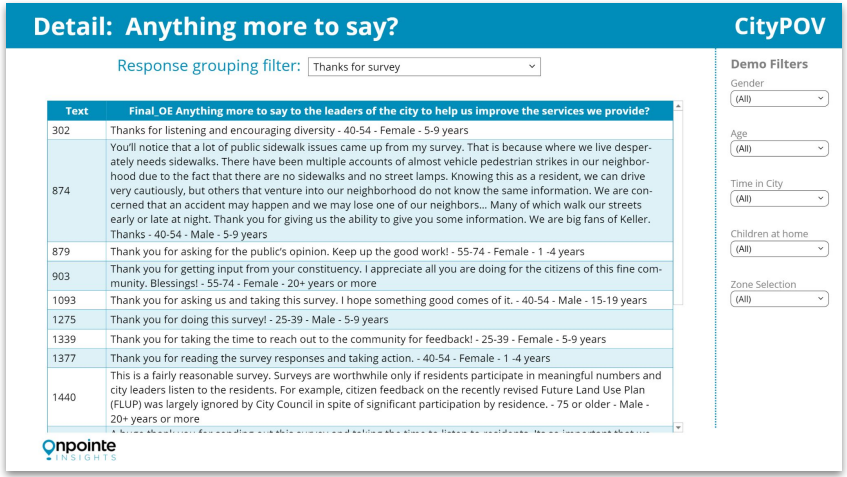
What comments?

We ask residents to share their comments about the city. Many are rather candid and most are constructive. We group comments so they can be visualized topically.

Comment examples

You can easily filter to get at comments on critical topics. The examples to the right show the depth of comments we get, including details about who said them (gender, age, years in city).





Text	Final_OE Anything more to say to the leaders of the city to help us improve the services we provide?
302	Thanks for listening and encouraging diversity - 40-54 - Female - 5-9 years
874	You'll notice that a lot of public sidewalk issues came up from my survey. That is because where we live desperately needs sidewalks. There have been multiple accounts of almost vehicle pedestrian strikes in our neighborhood due to the fact that there are no sidewalks and no street lamps. Knowing this as a resident, we can drive very cautiously, but others that venture into our neighborhood do not know the same information. We are concerned that an accident may happen and we may lose one of our neighbors... Many of which walk our streets early or late at night. Thank you for giving us the ability to give you some information. We are big fans of Keller. Thanks - 40-54 - Male - 5-9 years
879	Thank you for asking for the public's opinion. Keep up the good work! - 55-74 - Female - 1 -4 years
903	Thank you for getting input from your constituency. I appreciate all you are doing for the citizens of this fine community. Blessings! - 55-74 - Female - 20+ years or more
1093	Thank you for asking us and taking this survey. I hope something good comes of it. - 40-54 - Male - 15-19 years
1275	Thank you for doing this survey! - 25-39 - Male - 5-9 years
1339	Thank you for taking the time to reach out to the community for feedback! - 25-39 - Female - 5-9 years
1377	Thank you for reading the survey responses and taking action. - 40-54 - Female - 1 -4 years
1440	This is a fairly reasonable survey. Surveys are worthwhile only if residents participate in meaningful numbers and city leaders listen to the residents. For example, citizen feedback on the recently revised Future Land Use Plan (FLUP) was largely ignored by City Council in spite of significant participation by residence. - 75 or older - Male - 20+ years or more

OnPointe References

/01 **Boerne, Texas**

Name: Ben Thatcher (City Manager)
Email: bthatcher@boerne-tx.gov
Phone: (830) 249-9511

/02 **Coppell, Texas**

Name: Vicki Chiavetta(Deputy City Manager)
Email: Vchiavetta@coppelltx.gov
Phone: 972.304.3670

/03 **Marco Island, Florida**

Name: Casey Lucius (Asst City Manager)
Email: clucius@cityofmarcoisland.com
Phone: 239-389-3969

/04 **Mapleton, Utah**

Name: Cory Branch (City Administrator)
Email: cbranch@mapleton.org
Phone: 801-372-4078

City of Saginaw

Meeting Date: 10/18/2022

Agenda Items: (15)

Staff Contact: Fire Chief Doug Spears
Chief Building Official Larry Little
Presentation by Mgmt Analyst
Salvador Gonzalez

E-mail: dougspears@saginawfire.us
llittle@saginawtx.org
sgonzalez@saginawtx.org

Phone: 817-230-0412 817-230-0457 817-230-0500

SUBJECT:
Presentation and general discussion regarding introduction of a Saginaw Home Improvement Program (SHIP)

Staff has created a draft incentive program for homeowners to perform home improvements. Home improvements can result in reduced maintenance, increased curb appeal, elevated value of the the improved home and surrounding community, revitalization of neighborhoods, blight abatement, and higher efficiency or reduced utility costs.

Initial thought is to introduce the program to one of the earlier developed residential areas identified as the Rancho North Addition. Upon implementation the program would be evaluated for effectiveness with the intent to expand eligibility for the program to other areas of the city in the future.

BACKGROUND/DISCUSSION:
The entire community benefits from having well kept, appealing and secure homes resulting in increased values and higher efficiency while potentially lowering crime rates and increasing neighborhood safety.

Staffs intent is to create a program to entice and support home improvement, The result is the proposed Saginaw Home Improvement Program or SHIP.

FINANCIAL IMPACT:
The program would be brought back to City Council for formal adoption at a later date and if decision is made to implement a maximum of $25,000 has been budgeted for the program this fiscal year. $12,500 each from both the general fund and the enterprise fund.

RECOMMENDATION:

Staff recommends agreement to continue finalizing the program details and bring back to City Council at a future date this fiscal year for formal approval and implementation.

ATTACHMENTS:

Description

SHIP Policy

Saginaw Home Improvement Program (SHIP)

Policy Document

I). Program Purpose and Summary

A). Purpose

The purpose of the Saginaw Home Improvement Program (SHIP) is designed to incentivize local homeowners to invest in their homes via home improvements. Program goals include preventing blight, improving property values, inspiring surrounding homeowners, revitalizing neighborhoods, and increasing Saginaw Neighborhood appeal.

B). Summary

Qualifying projects will be incentivized as follows:

1). A waiver of residential remodel building permit fees.

2). After completion of the project and a city inspection, the city will repair or replace sidewalks in public right-of-ways, as well as sewer and water lines for participating properties based on the assessed condition of the existing sidewalk.

3). One haul of a full roll off dumpster. (Picture proof must be provided to building department.)

4). 5% rebate on qualifying home improvement costs incurred under approved projects. The maximum rebate is $5,000 per project.

C). Target Zone

All participating homes must lie within the Saginaw City limits. Additionally, all participating homes must lie within the Rancho North Addition, located north of Longhorn Road, West of Saginaw Blvd. The map below can be used as a guide to the target zone to better help identify program eligibility.



II). Program Requirements for Eligibility

All program applicants must meet the following criteria to qualify:

A). General Requirements

1). The home to be renovated must lie in the target zone.

2). The home must be a single-family home.

3). Applicant must have the project address as their homestead.

4). The property must not have any pending code violations and must be up to date on property taxes and city utilities. Such requirements do not apply to minimum housing deficiencies (such as, but not limited to, rotting wood, cracking or peeling paint, broken windows, etc.) that will be corrected as a result of the project.

5). The minimum investment to be considered for this program is $2,500.

6). Participants must comply with an initial inspection of the property/home by a City Building Inspector and a final inspection of the property/home by a City Building inspector.

7). The project must be completed within 6 months of approval as determined by the final inspection of the project. (Timeline requirements are subject to the discretion of the City Building Official.)

8). Permits must be obtained from the City of Saginaw Building Inspection Department. Permit fees will be waived for approved projects. All construction must comply with all current city building code requirements.

B). Documentation Requirements

1). Proof that the homeowner is current on the homeowner's insurance for the property as evidenced by a receipt or documentation showing the policy has been paid or is current on scheduled payments.

2). Application that includes line-item bid estimate(s) which may be provided by a licensed and registered contractor with the City of Saginaw who will perform the improvements.

III). Qualifying Improvements

1). Replace exterior doors, including garage door.

2). Replace existing windows with energy efficient windows.

(i). Must replace all front facing windows at minimum to qualify.

3). Replace entire driveway with concrete to city specifications, if driveway is located at the front of the house.

4). Replace soffit and/or fascia

(i). Must replace with city approved material.

(ii). Must replace a minimum of 50% to qualify.

5). Replace, repair, or install fence to city specifications. Must replace or repair a minimum of 50% of the total linear feet of fencing to qualify.

6). Replace siding using city approved material. Must replace a minimum of 50% of the total siding area to qualify.

7). Repaint house

(i). Color must be consistent with neighborhood

(ii). Entire house structure (main living structure) must be painted to qualify

8). Install or replace front gutters with color matching or complimentary to the paint color of the house

9). Add or repair front porch, conforming to city specifications

10). Foundation repair

(i). Foundation repair cannot be the only approved improvement to the property

(ii). Owner must secure a foundation assessment and repair report, at the owner's expense, from a structural engineer certified in the State of Texas that is dated no longer than 90 days from the date of application for this program

(iii). To be considered for eligibility, the foundation repair component of the application must conform entirely to the assessment and repair document prepared by a structural engineer

11). Removal of accessory buildings

(a). Removal of accessory buildings (detached garage, storage shed, etc.) cannot be the only approved improvement to the property

(b). Only removal will be considered for eligibility under this program. Repairs or improvements are not eligible.

12). Re-shingle roof with 30-year shingles. Must replace the total roof area to comply.

13). Other improvements that result in aesthetic improvements and/or the repair/correction of housing deficiencies may also be approved by city staff

IV). Timeline

A). Participant Process

1). Homeowner determines what will be renovated.

2). Homeowner submits application with plans and permits for improvements to Building Inspections and Permits Department.

3). City reviews the application.

4). Homeowner allows for pre-inspection of improvements to be completed by City Building Inspector.

5). Improvements Completed.

6). City pays incentive upon final inspection by City Building Inspector.

B). Internal Process

1). Application submittal and review to the City of Saginaw Building and Inspections Department. (Includes checking any code violations on property/home, checking status of Utility Billing, TAD to verify home/property ownership and checking property tax receipt).

2). Notification of approval or denial

3). Initial inspection of home/property by City Building inspector

4). Final Inspection of home/property by building inspector

5). Assessment of ROW condition and fix/replace

6). Review of picture proof of full Roll-off dumpster

7). Submittal of approved application/additional documentation to Finance Dept.

8). Reimbursement processed and paid to resident

9). Property listed on SHIP (Saginaw Home Improvement Program) Monthly Report (In combination with Monthly City Manager Report).

V). Additional Terms and Conditions

A). Receipt of the application does not commit the city to approve the application for the program or to pay any cost incurred in the preparation of the application. The award of any rebate is at the sole discretion of the City of Saginaw. The program may be suspended or terminated at any time regardless of availability of funds or pending applications on file.

B). No application shall be accepted or rebate awarded that would constitute a conflict of interest. Members of the Saginaw City Council, or city employees, are ineligible for the receipt of benefits from this rebate program.

C). Applicants will be limited to one incentive agreements, per calendar year, per homestead, although multiple elements may be included in a single agreement.

D). All applications and information contained therein are subject to disclosure pursuant to the Texas Public Information Act.

E). If approved, the cash rebate will only be paid to the Applicant responsible for the improvements as stated under Application Information. The cash rebate shall be paid in a lump sum to the Applicant only. Rebate checks will not be split between different parties nor will checks be pro-rated over any time period.

F). All applicants are encouraged to select contractors whose businesses are located in Saginaw, but are permitted to perform the improvements themselves when abiding by City standards and codes. Receipts and /or invoices will be required in order to receive the cash incentive. It is the homeowner's responsibility to do their own due diligence in determining the right contractor for their project if a contractor is hired to complete the improvements.

G). Applications shall be processed and approved on a first-come-first-serve basis.