City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING

Meeting and/or Executive Session Agenda
6:00 PM - Tuesday, November 15, 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 Ronnie Mills, Kingdom Chapel

(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, October 18, 2022--Janice England, City Secretary

(b) Action regarding Interlocal Agreement with Tarrant County for Mill and Asphalt Overlay of Knowles Drive and Rockledge Drive--Randy Newsom, Director of Public Works

(c) Action regarding Authorization of a Funding Interlocal Agreement for Knowles Drive Phase I Reconstruction with Tarrant County--Randy Newsom, Director of Public Works

(d) Action regarding Purchase of Backhoe for Public Services Dept.--Randy Newsom, Director of Public Works

(e) Action regarding Purchase of Vac Truck for Water & Wastewater Dept.--Randy Newsom, Director of Public Works

(f) Action regarding Adoption of Resolution No. 2022-23 recommending Award of Bid to Tarrant County for 2022 Community Development Block Grant Sidewalk Project (CDBG-48th Year)--Randy Newsom, Director of Public Works

(g) Action regarding Authorization of an Individual Project Order with Kimley-Horn & Associates, Inc. for the 2021 Saginaw Boulevard Beautification Project (Green Ribbon Funding) Phase III--Randy Newsom, Director of Public Works

(h) Action regarding the purchase of the SCADA System Upgrade for the City's Water System Controls--Randy Newsom, Director of Public Works

(i) Action regarding Police Department Security System Upgrade--Russell Ragsdale, Chief of Police system upgrade

(j) Action regarding Upgrade to Police Department Records Management System and Computer Aided Dispatch--Russell Ragsdale, Chief of Police

(k) Action regarding Memorandum of Understanding between Saginaw Police Department and EMS-ISD Police Department for Jurisdictional Issues, Issuance of Citations, and Jail Services provided by Saginaw Police Department--Russell Ragsdale, Chief of Police

(l) Action regarding Revised School Resource Officer Contract for the Period of October 1, 2022 to December 31, 2022--Russell Ragsdale, Chief of Police

(m) Action regarding Memorandum of Understanding for Temporary Dispatch Services provided to Blue Mound Police Department--Russell Ragsdale, Chief of Police

(n) Action regarding a Drone Show contract for the 2022 Holiday Parade and Christmas Tree Lighting--Pedro Zambrano, Communications Manager

(o) Action regarding Purchase of Skid Loader for Drainage Department--Randy Newsom, Director of Public Works

(p) Action regarding Authorization of a Funding Interlocal Agreement for Old Decatur Road North Roadway Improvements (Construction Phase)--Randy Newsom, Director of Public Works

(5) Recognition of 2022 Saginaw Train & Grain Festival Committee Members--Gabe Reaume, City Manager

(6) Proclamation--Get United Day--Todd Flippo, Mayor

(7) Consideration and Action Regarding Rate Increase Request from Waste Connections for Solid Waste and Recycling Services--Lee Howell, Asst. City Manager

(8) Consideration and Action regarding Ordinance No. 2022-27, Amending the Residential Trash and Recycle Rate; and Amending the Deposit Amount for the Rental of the Community Center--Janice England, City Secretary

(9) Library/Senior Center Design Update--Lee Howell, Asst. City Manager

(10) Consideration and Action regarding Recommendation from Planning & Zoning Commission regarding Final Plat (Conveyance Plat) for Lots 3 & 4, Block 1, The Square,Benjamin Thomas Survey,Abstract 1497, City of Saginaw, Tarrant County, Texas--John Ainsworth, P.E., Kimley-Horn & Associates

(11) Recommendation and Action for Re-establishing a Chamber of Commerce - A 2022 Strategic Project List & Work Plan Item

(12) PUBLIC HEARING--Consideration and Action regarding Recommendation from Planning & Zoning Commission regarding an Ordinance amending the Zoning Ordinance of the City of Saginaw, Texas, amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts" of the Saginaw City Code by removing the Minimum Acreage Requirement for Planned Development Districts (Ordinance No. 2022-19)--Susy Victor-Trevino, Planning Manager

(13) PUBLIC HEARING--Consideration and Action regarding Ordinance No. 2022-21, Amending Article 2, "Planning and Zoning Commission", of Appendix A, "Zoning", of the Saginaw City Code which establishes a Planning and Zoning Commission and provides for the purposes, organization, and membership of the Commission--Councilmembers Lawson & Bighorse

(14) PUBLIC HEARING--Consideration and Action regarding Ordinance No. 2022-22, amending Article 3, "Board of Adjustment", of Appendix A, "Zoning", of the Saginaw City Code, which establishes a Board of Adjustment and provides for the purposes, organization, and membership of the Board--Councilmembers Lawson & Bighorse

(15) Consideration and Action regarding Ordinance No. 2022-23, Amending

Article II, "Advisory Recreation and Parks Board", of Chapter 58, "Parks and Recreation", of the Saginaw City Code, which establishes an Advisory Recreation and Parks Board and provides for the purposes, organization, and membership of the Board--Councilmembers Lawson & Bighorse

(16) Consideration and Action regarding Ordinance No. 2022-24, Amending Section 2-163 of the Saginaw City Code, which establishes a Capital Improvements Advisory Committee and provides for the purposes, organization, and membership of the Committee--Councilmembers Lawson & Bighorse

(17) Consideration and Action regarding Ordinance No. 2022-25, Amending Article II, "Library Board", of Chapter 46, "Library", of the Saginaw City Code, which establishes a Library Board and provides for the purposes, organization, and membership of the Board--Councilmembers Lawson & Bighorse

(18) Consideration and Action regarding Ordinance No. 2022-26, Formally Establishing the Keep Saginaw Beautiful Board; providing for the appointment of members; providing for the duties, procedures and authority of the Board--Councilmembers Lawson & Bighorse

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

551.071. Texas Government Code.

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

(a) Any Posted Item

551.072 Texas Government Code.

Deliberations Regarding Real Property The City Council may convene in executive session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person, including the following matters:

(a) 300 W. McLeroy Blvd.

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) Blue Mound Rd. at E. McLeroy Blvd.

(20) Adjournment--Todd Flippo, Mayor

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(a)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, October 18, 2022

BACKGROUND/DISCUSSION:
The minutes of the City Council Meeting held on October 18, 2022 are presented for consideration.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 10-18-2022

CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
OCTOBER 18, 2022

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Paul Felegy
Councilmember	Nicky Lawson
Councilmember	Charles Tucker
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Trenton Tidwell, P.E
City Engineer	Laura Presley, 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 Comm. & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Communications Manager	Pedro Zambrano
Police Officer	Gonzalez
Chief Building Official	Larry Little
Planning Manager	Susy Victor-Trevino
Management Analyst	Salvador Gonzalez
Management Analyst	Abdulai Jarju
Management Analyst	Ayoub Kahondogoro
Management Intern	Aabid Rajwani

Absent from the meeting:

Councilmember	Cindy Bighorse

Visitors at the meeting:

Brack St. Clair	Conor Croney
Liz Ruiz	Antony McCallum
Michael Orr	Kelly Stewart
Andy Patel	Kay Curro
Mike Karns	Cannon Karns
Doug Hipskind	Will Winkelmann

Bill McMahon	Martin Adler
Kevin Pantoja	Jerry Young
Damon Ing	Dr. Zarina Blankenbaker

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

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

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, September 20, 2022

b. Action regarding Recommendation from Advisory Recreation and Advisory Parks Board for Early Weather Warning System

Summary: The proposed early weather 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 the 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 and access for ten (10) users. The initial cost will be $5,000 with an annual renewal fee of $3,500 for a period of seven (7) years. The Advisory Recreation and Parks Board considered this item at their meeting on September 26, 2022 and voted to recommend approval to the City Council.

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

Summary: This item is a request for consideration of the relocation of 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 known as Meditation Park. The estimated cost 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.

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

Summary: 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 Swtichyard. 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. Funds are available in the Parks Donation Fund for this expenditure.

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

Summary: 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 is to help reduce the lights and noise from the new apartment complex located on the east side of the park.

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

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 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 ($25,000-4th quarter of 2022; $36,000-1st quarter of 2023; $36,000-2nd quarter of 2023; and $12,000-3rd quarter of 2023). Upon execution of an Advance Funding Agreement (AFA) with the TXDOT, 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.

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

Summary: Fuel City Saginaw, LLC has led an effort to secure authorization for a Texas Department of Transportation 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-9 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.

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)

Summary: 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. Funds for this expenditure are available from the 2020 Certificates of Obligation, Account 06-1516-20.

i. Action regarding a Chapter 380 Economic Development Incentive Agreement with Blazing Hospitality (1005 N. Saginaw Blvd.)

Summary: 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.

j. Action regarding Aquatic Center Repairs and Renovations

Summary: In February 2021, the City 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) 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 and 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, the City 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. Funds are available in account 01-7000-08-00 to cover this expenditure.

k. Action regarding New Fire Engine Purchase

Summary: The Fire Department's 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 manufacturers and extended delivery times for orders so maximum effort was extended to quickly establish the design specs to meet our needs, consider manufacturers, 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 the 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. 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. The apparatus purchase price from Siddons Martin Emergency Group 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. Funding in the amount of $950,000 was approved by the 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 Funds. 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.

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

Summary: Through contract the Saginaw Fire Department provides fire, rescue and emergency medical services to esignated unincorporated areas of Tarrant County. Saginaw will be compensated $112,000 for the services provided in fiscal year 2022-2023 and has been awarded a $25,000 fire equipment grant that will be utilized to replace some of the department's aged thermal imaging cameras and other loose fire equipment.

Mayor Flippo stated that he has received requests to pull Items 4b, 4c, 4d, 4e, and 4j from the Consent Agenda.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Copeland to approve Items 4a, 4f, 4g, 4h, 4i, 4k, and 4l as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

The Council considered the items pulled from the Consent Agenda.

b. Action regarding Recommendation from Advisory Recreation and Advisory Parks Board for Early Weather Warning System

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

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

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

j. Action regarding Aquatic Center Repairs and Renovations

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Lawson to table Item 4d. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Felegy to approve Items 4b, 4c, 4e, and 4j as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

(5) Proclamation – Banjul, Texas Day & Introduction of Guests from Sister City Banjul, The Gambia

City Manager Reaume introduced guests from Banjul, The Gambia that were present at the meeting. Banjul, The Gambia and the City of Saginaw became Sister Cities in 2021 through Sister Cities International. Mayor Flippo read a proclamation that proclaimed October 18, 2022 to be "Banjul Day in the City of Saginaw, Texas". He presented the proclamation to Banjul Councilmember Mamour Touray. Councilmember Touray briefly addressed the Council and encouraged everyone to visit Banjul.

The Council considered Item No. 14 at this point in the meeting.

(14) Consideration and Action regarding a contract with OnPointe Insights to conduct the Citywide Customer Satisfaction Survey

Mr. Ron Gailey of OnPointe Insights (via Zoom) gave a brief presentation regarding options for customer satisfaction surveys. The three options were as follows: 1 year option with a one time cost of $15,950 for a single survey; 2 year commitment with a cost of $12,450 per year (total $24,900); and 3 year commitment with a cost of $9,950 per year (total $29,850).

Motion was made by Councilmember Felegy with a second by Mayor Pro-Tem Junkersfeld to approve the three year commitment option. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

(6) Award Recognition: Texas Municipal League Excellence in Management Innovation Award & Texas Municipal League Excellence in Communication Award

City Manager Reaume announced that the City was presented with two awards at the recent Texas Municipal League (TML) Conference. The awards were the TML Excellence in Management Innovation Award for the Student Apprentice Program, and the TML Excellence in Communication Award for the Garage Gabs. The City was also honored with a nomination along with the City of Athens, and the City of Andrews for the TML Excellence in City Spirit Award for the Building Improvement Grant Program.

(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.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve the site plan for Senior Living at Saginaw Phase 3 as presented and recommended by the Planning and Zoning Commission. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

(8) Consideration and Action regarding Recommendation from Planning and Zoning Commission regarding Preliminary Plat for Victory Shops Saginaw, Tracts 1 (Tract 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

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Copeland to approve the preliminary plat for Victory Shops Saginaw as presented and recommended by the Planning and Zoning Commission. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

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

Mayor Flippo declared the public hearing for this item opened at 7:41 p.m. Finance Director Quin briefly explained the process for amending the fees. Mayor Flippo called for public input. There was none. Mayor Flippo closed the public hearing at 7:42 p.m.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Ordinance No. 2022-18 as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

(10) Consideration and Action regarding Recommendation from Advisory Recreation and Parks Board for Saginaw Switchyard Expansion

Brack St. Clair, Chairman of the Advisory Recreation and Parks Board, explained that the board voted to recommend approval of the expansion of the Saginaw Switchyard. Ms. Kelly Stewart expressed her concern regarding the small neighborhood parks in the City that have needs. She added that the park bond funds are limited and urged the Council to consider the smaller parks.

Motion was made by Councilmember Copeland with a second by Councilmember Tucker to approve the recommendation from the Advisory Recreation and Parks Board to expand the Saginaw Switchyard as presented. Motion carried unanimously. 6-0-0-1

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld,

Councilmembers Felegy, Lawson, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

(Mayor Pro-Tem Junkersfeld left the Council Chambers at this time due to a Conflict of Interest with Item 11.)

(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 Blvd. and 405 S. Belmont Street

Director of Community & Economic Development Rinehart gave a brief history of the property located at 400 S. Saginaw Blvd. and 405 S. Belmont Street; the decision to construct a new fire station; and requests from residents for more sit down restaurants, retail, and entertainment venues. He explained that bids were advertised for the property that will be vacant when the fire department moves to their new facility on W. McLeroy. The winning bid was submitted by Local Favorite Restaurants. Mr. Mike Karns, Chief Executive Officer of Local Favorite Restaurant, gave a presentation outlining their vision for the property which includes two (2) with the possibility of three (3) branded sit-down restaurants and one (1) entertainment venue.

Motion was made by Councilmember Lawson with a second by Councilmember Tucker to approve 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 Blvd. and 405 S. Belmont St., and authorize the Mayor to execute the agreement subject to the City Attorney's approval of the final version of the agreement. Motion carried unanimously. 5-0-1-1

For: Mayor Flippo, Councilmembers Felegy, Lawson, Tucker, and Copeland

Against: None

Abstain: Mayor Pro-Tem Junkersfeld

Absent: Councilmember Bighorse

(Mayor Pro-Tem Junkersfeld returned to the Council Chambers at this point.)

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

a. Animal Shelter Advisory Committee

Motion was made by Councilmember Lawson with a second by Councilmember Copeland to make the following appointments to the Animal Shelter Advisory Committee: appoint Judy Deller to Place No. 7; appoint Crystal Amador to Place No. 8; and appoint Stacy Liebel to Place No. 9. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

b. Advisory Recreation and Parks Board

Motion was made by Councilmember Lawson with a second by Mayor Pro-Tem Junkersfeld to make the following appointments to the Advisory Recreation and Parks Board: move Wayne Giles from 2nd Alternate to Place No. 4; and appoint Jane Lyon to 1st Alternate. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

c. Board of Adjustment

Motion was made by Councilmember Lawson with a second by Councilmember Tucker to make the following appointments to the Board of Adjustment: move Mike Colegrove from 1st Alternate to Place No. 1; and move Steve Smiley from 2nd Alternate to 1st Alternate. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

(13) Consideration and Action regarding Ordinance No. 2022-08, Carport Regulation Amending Ordinance (Public Hearing was held on 8/16/2022)

Motion was made by Councilmember Lawson with a second by Mayor Pro-Tem Junkersfeld to approve Ordinance No. 2022-08, carport regulation amending ordinance as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

(14) Consideration and Action regarding a contract with OnPointe Insights to conduct the Citywide Customer Satisfaction Survey

This item was considered immediately following Item No. 5.

(15) Discussion – Saginaw Home Improvement Program (SHIP)

Management Analyst Gonzalez gave a presentation regarding the proposed Saginaw Home Improvement Program (SHIP). He explained that a formal program will be presented for action by the City Council at a future meeting.

(16) 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

(17) Adjournment

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

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

Mayor Flippo declared the City Council Meeting of October 18, 2022 adjourned at 9:30 p.m.

ATTEST: APPROVED:

_____ _____

City Secretary Janice England Mayor Todd Flippo

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(b)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Interlocal Agreement with Tarrant County for Mill and Asphalt Overlay of Knowles Drive and Rockledge Drive

BACKGROUND/DISCUSSION:
The proposed Interlocal Agreement with Tarrant County covers the mill and asphalt overlay of Knowles Drive (74,000 sq.ft.) and Rockledge Drive (24,300 sq.ft). As in previous agreements, Tarrant County will furnish the labor and equipment. The responsibilities of Tarrant County and the City of Saginaw are specified in the proposed agreement. The proposed agreement was approved by Tarrant County on October 11, 2022.

FINANCIAL IMPACT:
The financial impact will be the costs of the materials and items stated in the agreement. Funds are available in the Street Maintenance Fund Budget.

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Proposed Agreement

C.O#139424

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 mill and asphalt overlay of Knowles Drive and Rockledge Drive; 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 mill and asphalt overlay of Knowles Drive (74,000 sq. ft.), and Rockledge Drive (24,300 sq. ft.); all being approximately 98,300 square feet. Mill and reclaim to a depth of 2", Apply 2" Type D hot mix asphaltic concrete pavement surface.

2. CITY RESPONSIBILITY

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

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

2.3 CITY will furnish 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: October 11, 2022

COMMISSIONER, PRECINCT FOUR
J.D. JOHNSON

Attest:

CITY OF SAGINAW

Authorized City Official

Date: _____

Attest:

APPROVED AS TO FORM*

Criminal District Attorney's Office*

APPROVED AS TO FORM AND LEGALITY

Assistant 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.

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(c)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Authorization of a Funding Interlocal Agreement for Knowles Drive Phase I Reconstruction with Tarrant County

BACKGROUND/DISCUSSION:
Tarrant County issued a call for projects in preparation for the Transportation Bond Program. Knowles Avenue, Phase I was submitted for consideration.

On August 3, 2021, the Tarrant County Commissioners Court accepted a prioritized list of projects recommended by the cities and the Project Evaluation Committee (PEC) for funding under Proposition A, Traffic Mobility. With vote passage of Proposition A on November 2, 2021, Tarrant County is proceeding with implementation of the 2021 Transportation Bond Program (TBP).

Under the proposed agreement, the County agrees to reimburse the City for 50% of the actual eligible project costs in an amount not to exceed $3,550,000. On March 1, 2022, City Council awarded a contract to McMahon Contracting L.P. in the amount of $6,971,439.44 for the Knowles Drive, Phase I Project. The funding assumed that Tarrant County would reimburse the City for up to fifty percent of the eligible construction costs in the future. Reimbursement will be made according to the following schedule.

Reimbursement Schedule (Subject to Change)

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
2023	$506,950	$760,420	$760,420	$760,420	$2,788,210
2024	$761,790				$761,790

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the City Council authorize the Funding Interlocal Agreement for Knowles Drive Phase I Reconstruction Project with Tarrant County.

ATTACHMENTS:

Description

Proposed Agreement

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Funding Interlocal Agreement for
Knowles Drive Phase I Reconstruction

This 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 funding through the Tarrant County 2021 Transportation Bond Program (2021 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY 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 ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2021 Transportation Bond Program Policy, as amended;

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

5. The division of costs provided in this 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

This Project, hereinafter referred to as the "Project", will consist of the reconstruction of Knowles Drive Phase 1 from south of Wood Crest Drive to Edwards Drive. The project consists of reconstructing approximately 0.75 mile of existing two-lane asphalt roadway with roadside drainage to a two-lane concrete roadway including curb and gutter, internal drainage, and sidewalk. The intersection of Knowles Drive and WJ Boaz Road will be upgraded from all-way stop to a single-lane roundabout, and a traffic signal will be added to the intersection of Bailey Boswell Road and Knowles Drive. Proposed channel improvements are at Willow Creek Park.

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 construction, right of way acquisition, utility relocation, engineering, planning, surveying and governmental approval costs (collectively referred to as "Costs");

B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;

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

D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;

E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG's Transportation Improvement Program (TIP);

F. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;

G. The CITY will invite the COUNTY to project groundbreaking or ribbon cutting events;

H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the project:

"This project is funded by the City of Saginaw and the Tarrant County Commissioners Court through the 2021 Tarrant County Bond Program."

III.
TERM

This ILA shall become effective upon the approval of both parties and shall expire on September 30, 2023, unless terminated as described in Section XIII 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 due under this ILA, then the affected party will immediately notify the other party of such occurrence and this 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 annual payments herein agreed upon for which funds shall have been appropriated.

V.
REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible PROJECT costs in an amount not to exceed $3,550,000.00. The COUNTY's reimbursement will be in accordance with the reimbursement schedule shown in Attachment A. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the project is complete.

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein.

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 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 CITY's contractor for this PROJECT.

VII.
ASSIGNMENT

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

VIII.
THIRD PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this 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 ILA and for five years after the completion of the PROJECT.

X.
ENTIRE AGREEMENT

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

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this 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 identified in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance if such changes are the result of COUNTY requirements. Such notification will be in the form of written correspondence by e-mail or regular mail.

XIII.
TERMINATION

Until funded by the COUNTY as described in Section V, this 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. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

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

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

XIV.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives or surrenders any of its governmental powers by execution of this ILA.

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

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

_____
B. Glen Whitley, County Judge

CITY OF SAGINAW

_____
Todd Flippo, Mayor

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

_____
City Attorney

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

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

$_____ as follows:

Fiscal year ending September 30, 2023:	$2,788,210.00
Fiscal year ending September 30, 2024:	$761,790.00
Fiscal year ending September 30, 2025:	$0.00
Fiscal year ending September 30, 2026:	$0.00

	$3,550,000.00

_____
Auditor's Office

ATTACHMENT A

Project Information

Jurisdiction: City of Saginaw
Project Name: Knowles Drive Phase I Reconstruction

Project Schedule (by month/year)

	Start Date	Duration (mo.)	End Date
Design:	-	-	-
ROW Acquisition:	-	-	-
Construction:	October 2022	15	December 2023

County Payment by Phase*

Design:	$0.00
ROW Acquisition:	$0.00
Construction:	$3,550,000.00
TOTAL:	$3,550,000.00

TBP Funding Category: 2021 Call for Projects

**Invoice Schedule*
Design = Completion of Design Phase
ROW Acquisition = Completion of Property Acquisition and/or utility relocation
Construction =Monthly or quarterly throughout the construction period.
Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.

Reimbursement Schedule by Fiscal Year Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
FY2023	$506,950.00	$760,420.00	$760,420.00	$760,420.00	$2,788,210.00
FY2024	$761,790.00	$0.00	$0.00	$0.00	$761,790.00
FY2025	$0.00	$0.00	$0.00	$0.00	$0.00
FY2026	$0.00	$0.00	$0.00	$0.00	$0.00

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(d)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Purchase of Backhoe for Public Services Dept.

BACKGROUND/DISCUSSION:
See attached memo for details regarding this item.

FINANCIAL IMPACT:
The financial impact will be $132,175.10. Funds in the amount of $185,000 are budgeted in the 2022-2023 Public Services Dept. Budget, Account 01-7000-06-00, for the purchase of a backhoe.

RECOMMENDATION:
Staff recommends approval of the purchase of a backhoe from John Deere in the amount of $132,175.10.

ATTACHMENTS:

Description

Memo with Proposal--Backhoe

Memorandum

November 10, 2022

To: Randy Newsom, DPW

From: Jarred Coursey, ADPW

Subject: Recommendation to Purchase Backhoe Tractor

In the 2022-23 Public Services budget, one new Backhoe was approved for the department. The new backhoe will replace unit 250E. Unit 250E is a 2004 model with over 3,500 hours of usage. This unit in the past two years has started to show significant signs of wear and tear with maintenance costs exceeding $10,000.

Public Works staff has recommended and gotten quotes for a new backhoe for the Public Services department to replace unit 250E. This new backhoe is greatly needed to continue to offer valuable services to this community and its citizens.

The funds for this new unit will come from the Capital Outlay account 01-7000-06-00. Council approved an amount of $185,000 to be spent towards the purchase of a new backhoe. Attached is a John Deere contract through SOURCEWELL with a purchase price of $152,175.10. We will receive a trade-in value of $20,000 on unit 250E bringing the purchase price down to $132,175.10.

I would like to recommend to Council for their consideration and approval of the purchase of the new backhoe from John Deere in the amount of $132,175.10. I would like to get this item on the next Council agenda for Nov. 15, 2022.

Retail Purchase Order

RDO Equipment Co.
5301 Mark IV Parkway
Fort Worth TX, 76131
Phone: (817) 232-8094 - Fax: (817) 847-0398

Bill To:
CITY OF SAGINAW
ACCTS PAYABLE
PO BOX 79070
SAGINAW, TX, 761790070
TARRANT ()
(817) 232-4640

Purchase Order Date:	10/10/2022
Purchase Order #:	1597999
Purchaser Account #:	4640004
Customer Purchase Order #:	n/a
Customer Purchaser Type:	Governmental - City/Town/Village
Customer Market Use:	Road Building - Highways & Sts. Paving
Location of First Working Use:	SAGINAW, TX, 761790070
Dealer Account Number:	177417
Governmental Sales Professional:	Austin Walker
Phone:	(817) 566-1541
Fax:	
Email:	awalker@rdoequipment.com

Comments

QUOTE VALID UNTIL 12/9/2022 (60 DAYS)

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 JOHN DEERE 410P	$247,138.89
			Customer Discount Sourcewell Discount | #032119-JDC | 41%	($94,963.79)
			PM Custom Final Tier 4 - 0 - 1500 Hours	
			Warranty -John Deere Power Train & Hyd.-48 Months, 4000 Hours,Deductible: 0, Exp Date: 10/10/2026	

Item Subtotal: **$152,175.10**

Equipment Subtotal: **$152,175.10**

Trade Information

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
T0410GX944011	2005 JOHN DEERE 410G	$0.00	3320	($20,000.00)

Total Trade in Value: **($20,000.00)**

Trade Balance Owed: **$0.00**

Net Difference: **($20,000.00)**

Purchase Order Totals

Balance:	$132,175.10
Total Taxable Amount:	$0.00
TX STATE TAX:	$0.00
TX CITY TAX:	$0.00
TX SPECIAL TAX:	$0.00
Sales Tax Total:	$0.00
Sub Total:	$132,175.10
Cash with Order:	$0.00
Balance Due:	**$132,175.10**

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(e)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Purchase of Vac Truck for Water & Wastewater Dept.

BACKGROUND/DISCUSSION:
See attached memo for details regarding this item.

FINANCIAL IMPACT:
The financial impact will be 479,318.59. Funds in the amount of $561,525.00 are budgeted in the Water & Wastewater Dept. Budget, Account 05-7000-50-00, for the purchase of a vac truck.

RECOMMENDATION:
Staff recommends approval of the purchase of a vac truck from Lonestar Freightliner Group in the amount of $479,318.59.

ATTACHMENTS:

Description

Memo with Proposal--Vac Truck

Memorandum

November 10, 2022

To: Randy Newsom, DPW

From: Jarred Coursey, ADPW

Subject: Recommendation to Purchase a Vac Truck

In the 2022-23 Water & Wastewater budget, one new Vac Truck was approved for the department. The new Vac Truck will replace unit 279E which is a 2014 model. This unit has exceeded the original plan of keeping unit 279E for 5 years.

Public Works staff has recommended and gotten quotes for a new Vac Truck to replace unit 279E. This new unit which serves as the life line piece of equipment for the Water & Wastewater operations will help continue Saginaw's ability to provide quality and efficient services to its citizens.

The funds for this unit will come from the Capital Outlay account 05-7000-50-00. Council approved an amount of $561,525 to be spent towards the new Vac Truck. Attached is a BUYBOARD Quote Contract with a price for a new Gap Vax truck through Lonestar Freightliner Group for $559,318.59. They have offered a trade-in value for unit 279E at $80,000, which brings the purchase price to $479,318.59.

I would like to recommend to Council for their consideration and approval of the purchase of the new Gap Vax Vac Truck from Lonestar Freightliner Group in the amount of $479,318.59. I would like to get this item on the next Council agenda for Nov. 15, 2022.

CUSTOMER PURCHASE ORDER/BILL OF SALE

LONESTAR FREIGHTLINER GROUP, LLC
4800 N IH 35
WACO, TX 76705
(254) 752-9735 * (800) 299-3250 * Fax (254) 754-4393

Customer Name: City of Saginaw
Address: 205 Brenda Lane
City, State, Zip: Saginaw, TX 76179
Phone #'s.: 817.230.0444

BUYBOARD QUOTE CONTRACT: 601-19
Buyboard Fee Included

Date: 08/09/2022
Sales Rep: Jason Wade

N/U	YEAR	MAKE	MODEL	VIN	PRICE	
New	2024	Western Star	47X Set Forward Tandem Axle		$ 142,396.00	
			GapVax Body		$ 416,922.59	
			(Per BuyBoard Contract #601-19)			
					$	
					$	
					$	
				TOTAL	$	$ 559,318.59

Extras:	$	
TOTAL EXTRAS	$	$ -

Insurance Included:	(Customer Initial Below)	Taxes and Fees:		
Physical Damage	_____	F.E.T. (If Used or Exempt, Enter 0)		
Credit Life	_____	Sales Tax (If Apportioned Tags, Enter 0)		
GAP Insurance	_____	Title Fee		
Disability	_____	License (If Apportioned Tags, Enter 0)		
		Extended Warranty		
		Documentary Fee $ 250.00		
		Other DOT INSPECTION		
		Other ROAD/BRIDGE FEE		
		TOTAL TAXES AND FEES		$ -
		TOTAL SALES PRICE		$ 559,318.59

Trade-In:	Year	Make	Model	VIN		
					TRADE ALLOWANCE:	$ 80,000.00
					PAYOFF AMOUNT: $ -	$ -
					NET TRADE ALLOWANCE (EQUITY) $ -	$ 80,000.00

Pay-off to:
Address:
This PAY-OFF is good through:

Payment:		Quantity	
	Cash With Order (non-refundable pending financing)	0	
	Cash Down At Delivery	0	
	TOTAL DOWN		$ -
	BALANCE DUE AT DELIVERY		$ 479,318.59

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, **AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES.** The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement, relateing to the subject matters covered hereby, and that **THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE.** Purchaser by his/her execution of this order acknowledges the he/she has read its terms and conditions and has received a copy of the order. **A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50.00 FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW.**

IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A **USED VEHICLE**, THE VEHICLE IS SOLD **"AS IS" AND"WITH ALL FAULTS." DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESS OR IMPLIED,** (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTILBILTY OR FITNESS FOR A PARTICULAR PURPOSEOF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

Purchaser Name: _____ **By:** _____
Signature Required Date

Dealer: LONESTAR FREIGHTLINER GROUP, LLC

By: _____ **By:** _____
Sales Rep. General Manager's Approval Date

City of Saginaw

Meeting Date: 11/15/2022

Staff Contact: Randy Newsom
Director of Public Works

Agenda Items: (4)(f)

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Adoption of Resolution No. 2022-23 recommending Award of Bid to Tarrant County for 2022 Community Development Block Grant Sidewalk Project (CDBG-48th Year)

BACKGROUND/DISCUSSION:
The City made application to Tarrant County seeking Community Development Block Grant (CDBG) funding for the 2022 CDBG Project (CDBG-48th Year). On March 15, 2022 the City Council adopted Resolution No. 2022-02 designating the 2022-48th Year CDBG Project to be sidewalk construction along the north side of Wofford Way and the east side of Thompson Dr. from Opal St. to Longhorn Rd. and on both sides of Palomino Dr. crossing Thompson Dr. The total estimated cost for the project was $475,000 with an estimated project CDBG funding allocation of $200,000 and $275,000 estimated participation from the City.

In November 2021, an Individual Project Order with Kimley-Horn and Associates, Inc. (KHA) for the anticipated project's design, bidding and construction services was approved in the amount of $85,000.

Bids were opened by Tarrant County on October 5, 2022. The following bids were received.

Excel 4 Construction $549,090
Cole Construction Inc. $568,960
JR West Texas Concrete, LLC $613,560
Atkins Bros. $912,530

Upon review of the bid tabulation, KHA determined that Excel 4 Construction does not have the necessary qualifications to perform sidewalk, ADA-compliant pedestrian ramps and driveway work.

KHA reviewed the bid and references for Cole Construction Inc. and determined them to be the lowest responsive bidder.

FINANCIAL IMPACT:

The amount of the bid from Cole Construction Inc. is $568,960. The CDBG allocation for this project is $169,327 which makes the City's contribution a total of $399,633. Funds to cover the City's portion will come from the 2022 Certificates of Obligation.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2022-23, recommending to Tarrant County that the bid be awarded to Cole Construction Inc. in the amount of $568,960.

ATTACHMENTS:

Description

Bid Result Info from KHA

Resolution 2022-23

Kimley»Horn

November 8, 2022

Mr. Randy Newsom
City of Saginaw
205 Brenda Lane
Saginaw, TX 76179

Re: Bid Results
Thompson Drive Sidewalks (From Longhorn Road to Opal Street)
KHA No. 061003153

Dear Mr. Newsom:

On October 5, 2022, Tarrant County received bids for the Thompson Drive Sidewalks project. The following bid proposals were received:

Contractor	Total Base Bid
Excel 4 Construction	$549,090.00
Cole Construction Inc.	$568,960.00
JR West Texas Concrete, LLC	$613,560.00
Atkins Bros.	$912,530.00

Kimley-Horn and Associates, Inc. has reviewed the lowest bidder's qualifications and has determined that the contractor does not have the necessary qualifications to perform sidewalk, ADA-compliant pedestrian ramps and driveway work. The contractor has been notified of this determination.

The second lowest bidder's qualifications have been reviewed and determined satisfactory. The Contractor's bonding company is licensed in the State of Texas. Based on these reviews, it appears that Cole Construction, Inc. is the lowest responsive bidder.

Enclosed is a copy of the bid tabulation for your reference. Thank you for the opportunity to be of service to the City of Saginaw.

Should you have any questions or comments, please to not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE No. F-928

Trenton Tidwell, P.E.

Enclosure
Copy to: Mr. Gabe Reaume, City Manager, City of Saginaw

BID TABULATION
KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: Trenton D. Tidwell, P.E. 10/5/2022

Owner: **City of Saginaw**
Job No.: **B-22-UC-48-0001-56-70**
Project: **Thompson Drive Sidewalks (From Longhorn Road to Opal Street)**
Date: **October 5th, 2022**

Item No.	Item Description	Quantity	Unit	BIDDER 1 Excel 4 Construction PO Box 4739 Fort Worth, TX 76164		BIDDER 2 Cole Construction Inc. 10315 Alta Vista Fort Worth, TX 76244		BIDDER 3 JR West Texas Concrete LLC 108 S Sherman Street Rice, TX 75155		BIDDER 4 Atkins Bros. 3516 Old Ft. Worth Road Midlothian, TX 76065	
				Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid											
1	General Site Preparation	1	LS	$35,000.00	$35,000.00	$36,000.00	$36,000.00	$60,000.00	$60,000.00	$10,000.00	$10,000.00
2	SWPPP ≤ 1 acre	1	LS	$5,100.00	$5,100.00	$6,000.00	$6,000.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00
3	Traffic Control	1	LS	$6,500.00	$6,500.00	$18,000.00	$18,000.00	$6,000.00	$6,000.00	$10,000.00	$10,000.00
4	Remove Concrete Drive	760	SY	$9.00	$6,840.00	$24.00	$18,240.00	$30.00	$22,800.00	$20.00	$15,200.00
5	Remove Concrete Sidewalk	100	SY	$4.00	$400.00	$38.00	$3,800.00	$30.00	$3,000.00	$20.00	$2,000.00
6	Remove Concrete Curb & Gutter	520	LF	$5.00	$2,600.00	$14.00	$7,280.00	$15.00	$7,800.00	$30.00	$15,600.00
7	Remove Asphalt Pvmt	140	SY	$6.00	$840.00	$26.00	$3,640.00	$25.00	$3,500.00	$20.00	$2,800.00
8	Remove Planter	2	EA	$1,200.00	$2,400.00	$500.00	$1,000.00	$500.00	$1,000.00	$1,500.00	$3,000.00
9	Remove Stump	1	EA	$600.00	$600.00	$600.00	$600.00	$1,000.00	$1,000.00	$3,000.00	$3,000.00
10	Remove Tree	7	EA	$950.00	$6,650.00	$1,700.00	$11,900.00	$1,800.00	$12,600.00	$1,600.00	$11,200.00
11	Remove Basketball Goal	1	EA	$365.00	$365.00	$1,000.00	$1,000.00	$400.00	$400.00	$200.00	$200.00
12	Remove Sign Foundation	1	EA	$300.00	$300.00	$1,000.00	$1,000.00	$300.00	$300.00	$3,600.00	$3,600.00
13	Remove 5'X3' Steel Bike Fence	10	LF	$900.00	$9,000.00	$100.00	$1,000.00	$400.00	$4,000.00	$20.00	$200.00
14	Remove Water Valve	1	EA	$300.00	$300.00	$1,600.00	$1,600.00	$400.00	$400.00	$200.00	$200.00
15	Remove and Salvage Fire Hydrant Assembly	1	EA	$1,800.00	$1,800.00	$3,200.00	$3,200.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
16	Unclassified Excavation	360	CY	$45.00	$16,200.00	$78.00	$28,080.00	$50.00	$18,000.00	$20.00	$7,200.00
17	Embankment	75	CY	$15.00	$1,125.00	$88.00	$6,600.00	$100.00	$7,500.00	$40.00	$3,000.00
18	10" Flexible Base Type A, Grade 1	160	SY	$35.00	$5,600.00	$42.00	$6,720.00	$80.00	$12,800.00	$70.00	$11,200.00
19	Asphalt Pavement (2" Type D on 4" Type B)	70	SY	$70.00	$4,900.00	$132.00	$9,240.00	$300.00	$21,000.00	$290.00	$20,300.00
20	6" Concrete Drive Approach	770	SY	$63.00	$48,510.00	$104.00	$80,080.00	$105.00	$80,850.00	$270.00	$207,900.00
21	4" Concrete Sidewalk	920	SY	$47.00	$43,240.00	$94.00	$86,480.00	$100.00	$92,000.00	$175.00	$161,000.00
22	4" Concrete Sidewalk Adjacent to Back of Curb	930	SY	$48.00	$44,640.00	$98.00	$91,140.00	$105.00	$97,650.00	$165.00	$153,450.00
23	6" Concrete Curb & Gutter	50	LF	$22.00	$1,100.00	$88.00	$4,400.00	$60.00	$3,000.00	$100.00	$5,000.00
24	Concrete Pavmement (8" Valley Gutter)	100	SY	$78.00	$7,800.00	$142.00	$14,200.00	$100.00	$10,000.00	$325.00	$32,500.00
25	TXDOT Curb Ramp Type 1	1	EA	$3,000.00	$3,000.00	$2,000.00	$2,000.00	$1,800.00	$1,800.00	$6,000.00	$6,000.00
26	TXDOT Curb Ramp Type 7	1	EA	$3,500.00	$3,500.00	$1,400.00	$1,400.00	$1,800.00	$1,800.00	$5,000.00	$5,000.00
27	TXDOT Curb Ramp Type 10	15	EA	$4,600.00	$69,000.00	$1,600.00	$24,000.00	$1,500.00	$22,500.00	$5,000.00	$75,000.00
28	Barrier Free Ramps	6	EA	$3,600.00	$21,600.00	$1,800.00	$10,800.00	$2,000.00	$12,000.00	$5,000.00	$30,000.00
29	Topsoil	320	SY	$9.00	$2,880.00	$11.00	$3,520.00	$3.00	$960.00	$40.00	$12,800.00
30	Sod	320	SY	$12.00	$3,840.00	$7.00	$2,240.00	$8.00	$2,560.00	$30.00	$9,600.00
31	Adjust Water Valve/Meter/Box/Service	37	EA	$2,200.00	$81,400.00	$360.00	$13,320.00	$400.00	$14,800.00	$200.00	$7,400.00
32	Adjust Sanitary Sewer MH Rim	11	EA	$1,800.00	$19,800.00	$720.00	$7,920.00	$1,000.00	$11,000.00	$2,000.00	$22,000.00
33	Adjust Sanitary Sewer Cleanout	1	EA	$950.00	$950.00	$660.00	$660.00	$1,000.00	$1,000.00	$500.00	$500.00
34	Adjust Gas Meter	2	EA	$4,500.00	$9,000.00	$2,670.00	$5,340.00	$2,000.00	$4,000.00	$2,000.00	$4,000.00
35	Fire Hydrant Assembly	1	EA	$6,500.00	$6,500.00	$5,400.00	$5,400.00	$3,000.00	$3,000.00	$7,000.00	$7,000.00
36	Water Valve	1	EA	$3,100.00	$3,100.00	$660.00	$660.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00
37	Sign Removal & Replacement	13	EA	$1,600.00	$20,800.00	$260.00	$3,380.00	$1,500.00	$19,500.00	$200.00	$2,600.00
38	Saginaw Standard Sign & Support	1	EA	$2,200.00	$2,200.00	$480.00	$480.00	$2,000.00	$2,000.00	$1,000.00	$1,000.00
39	24" White Reflective Pavement Markings Type II (SLD)	770	LF	$18.00	$13,860.00	$16.00	$12,320.00	$2.00	$1,540.00	$4.00	$3,080.00
40	5'X3' Steel Bike Fence	10	LF	$365.00	$3,650.00	$72.00	$720.00	$1,000.00	$10,000.00	$200.00	$2,000.00
41	Curb on Back of Sidewalk (If Needed)	100	LF	$22.00	$2,200.00	$36.00	$3,600.00	$20.00	$2,000.00	$70.00	$7,000.00
42	Irrigation/Landscape Allowance	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
43	Project Allowance	1	LS	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
	Total Base Bid				**$549,090.00**		**$568,960.00**		**$613,560.00**		**$912,530.00**

Calculation Error by Contractor.

CITY OF SAGINAW
RESOLUTION NO. 2022-23

A RESOLUTION APPROVING THE CITY OF SAGINAW'S 2022—48TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT AWARD OF CONTRACT BY TARRANT COUNTY

WHEREAS, the City of Saginaw is eligible to participate in the urban county Community Development Block Grant (CDBG) program administered through Tarrant County; and

WHEREAS, the City of Saginaw applied for and received a 2022—48th Year CDBG Grant for new sidewalk construction in the 201-817 blocks of Thompson Drive and 201-221 blocks of Wofford Way; and

WHEREAS, on November 16, 2021, the City Council authorized an Individual Project Order with Kimley-Horn and Associates, Inc. for the design of the project; and

WHEREAS, Tarrant County has advertised and received bids for the project; and

WHEREAS, Cole Construction Inc. is the lowest responsive bidder with a bid of $568,960 and is recommended for the award of the contract by the City's City Engineer.

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

The City of Saginaw recommends that Tarrant County award the 2022—48th Year CDBG Project to Cole Construction Inc. in the amount of $568,960.

PASSED AND APPROVED THIS 15TH DAY OF NOVEMBER, 2022.

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

City of Saginaw

Meeting Date: 11/15/2022

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 Individual Project Order with Kimley-Horn & Associates, Inc. for the 2021 Saginaw Boulevard Beautification Project (Green Ribbon Funding) Phase III

BACKGROUND/DISCUSSION:
In May of 2022, a Green Ribbon grant application was submitted to TXDOT for Saginaw Boulevard from Bailey Boswell Road to W.J. Boaz Road.

On September 22, 2022, the City was notified that our application was accepted. The amount of the grant is capped at $400,000 and is subject to execution of a maintenance agreement and Advance Funding Agreement that will be forwarded to the City Council for consideration at a future date.

The proposed Individual Project Order with Kimley-Horn includes coordination, survey, preparation of construction documents, reporting, bidding, and construction contract administration for a total amount of $60,000. All of the tasks will be paid on a lump sum basis except for Construction Contract Administration that will be based on an hourly rate estimated to total $4,000.

FINANCIAL IMPACT:
The financial impact will be $60,000. Funds for this expenditure are availabe in the Fund Balance of the General Fund.

RECOMMENDATION:
Staff recommends approval of the IPO with Kimley-Horn for the 2021 Saginaw Boulevard Beautification Project (Green Ribbon Funding) Phase III.

ATTACHMENTS:

Description

Proposed IPO

INDIVIDUAL PROJECT ORDER NUMBER 2021 SAGINAW BLVD BEAUTIFICATION

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Saginaw, Texas (the Client or City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 17, 2012, which is incorporated herein by reference.

Identification of Project:

Project Name: Saginaw Boulevard Beautification Project (Green Ribbon Funding) Phase III
KH Project Manager: Laura Presley

Specific scope of basic Services:

This project consists of construction documents and construction phase services for the landscape design along portions of the east side of Saginaw Boulevard within the parkway right-of-way (ROW) and irrigation for landscape as shown on the attached "Exhibit A." The Consultant understands the project construction cost will be federally funded and will be programmed by TxDOT. The Client understands the project will follow the TxDOT Design Review Process and follow Local Government Project Procedures.

Task 1 – Project Meetings and Design Coordination

The Consultant will provide the following professional services under this task:

1. Kick-Off Meeting – The Consultant will facilitate one (1) kick-off meeting with City Staff and TxDOT to review schedule, design guidelines and requirements, and general design criteria and preferences for the landscape and irrigation within the parkway.

2. Meetings – Prepare for and attend City plan review meetings (60%, 90%).

3. Coordination –

    a. TxDOT coordination consisting of correspondence with TxDOT District, submittals (60%, 90%, and Final), and TxDOT review response letters.
    b. Project communication, correspondence, and coordination with City. The Consultant will provide 1 hour a week for the duration of the project, not to exceed 25 hours, for project communication (emails, phone calls, meetings, project updates/clarifications).
    c. Prepare monthly invoices and invoice summary per TxDOT standards.
    d. Prepare project schedule and update throughout design for TxDOT and the City.

Services/Deliverables provided by the Client:

a. Attend kickoff meeting.
b. Attend meetings for reviewing plans.
c. Coordination and correspondence with TxDOT and the City.

Task 2 - Survey

The Consultant will prepare a topographic survey for the subject parkway areas, as indicated on the attached "Exhibit A" for the purpose of preparing landscape plans. The Consultant will survey existing limits of pavement for the parkway and median, along Saginaw Boulevard, and will consist of guardrails, fencing, traffic poles, signs, and other observed above ground physical features.

The Consultant will prepare an electronic map showing existing contour lines at 1' intervals based on a nominal 50' grid system, along with major grade breaks.

Visible evidence of utilities, including water valves, storm inlets, sewer cleanouts, electrical lines, telephone lines and gas lines will be located. This task does not include subsurface utility locations.

The Consultant will set on-site temporary bench marks in close proximity to the limits of work, as indicated on the attached "Exhibit A."

Task 3 – Construction Documents

The Consultant will prepare the landscape construction plans, in general accordance with the approved Saginaw Boulevard Beautification Schematic Design concept prepared in May 2022 – see attached "Exhibit A". The construction plans will provide locations of landscape improvements, planting details, irrigation plans and details, and specifications. This task consists of plan sets and submittals as follows:

1. 60% Plans, Specifications, and Estimate (PS&E) submittal consisting of:

    - Landscape Plans and Details showing new plant material locations as they relate to the parkway. Included in these sheets will be a planting schedule specifying recommended plant species and details illustrating recommended installation methods and requirements.
    - Irrigation Plans and Details for the proposed landscape improvements as necessary showing head layout, pipe sizing and Controller/Valve locations and standard details. These plans will show sufficient detail for construction and will be prepared to conform to published City and TxDOT requirements.
    - Compile applicable City standard details and TxDOT standard details necessary for design. Modify standard details as needed.
    - Revise project schedule/timeline based on TxDOT review schedule.
    - Develop construction cost projections / estimate.
    - Submit one (1) digital 11" x 17" to the City for review and comment.
    - Address City Comments and re-submit one digital 11" x 17" to the TxDOT District Office for review and comment.
    - Conduct 60% PS&E comment review meeting with TxDOT district Office to solicit review comments and discuss the approach to addressing comments.
    - Address 60% PS&E comments and prepare TxDOT Response Letter.

    The 60% submittal (11"x 17" plan sheets) consisting of:

    - TxDOT Standard Cover/Index
    - Project Control
    - Quantity Summary Sheets
    - Project Layout
    - Landscape
    - Irrigation
    - Miscellaneous Details
    - TxDOT Standard Detail Sheets
    - OPCC
    - General Notes

2. 90% PS&E Submittal

- Submit one (1) digital 11" x 17" to the City for review and comment.
- Address City comments, prepare comment response letter and re-submit one (1) digital 11" x 17" to the TxDOT District Office review and comment.
- Conduct 90% PS&E comment review meeting with TxDOT District Office to solicit review comments and discuss the approach to addressing comments.
- Address TxDOT Area Office comments and resubmit one (1) 11" x 17" for review and comment.

The 90% submittal (11"x 17" plan sheets) consisting of:

- TxDOT Standard Cover/Index
- Project Control
- Quantity Summary Sheets
- Project Layout
- Landscape
- Irrigation
- Miscellaneous Details
- TxDOT Standard Detail Sheets
- Opinion of probable construction cost / Estimate
- General Notes

3. 100% PS&E Submittal

- Incorporate the final design submittal review comments and prepare comment response letter.
- Prepare final project manual, consisting of:
    - City of Saginaw standard construction contract forms
    - Notice to bidders
    - Special instructions to bidders
    - Bid form
    - Standard construction contract
    - Performance Bond
    - Payment Bond
    - Certificate of insurance
    - General conditions
    - Special provisions
    - Technical specifications
    - LGPP required forms
- Submit one (1) digital set of plans and specifications to the City.
- Submit one (1) digital set of plans and specifications to TxDOT.
- Submit final OPCC. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

Subsequent modifications resulting from material site plan changes directed by the City or their representatives will be billed to the City as additional services.

Services/Deliverables provided by the Client:

a. Attend review meetings.

b. Review and comment on the 30%, 60%, and 90% submittal.
c. Approve 100% submittal.

Task 4 – ISA Report

This effort consists of preparation and submittal of the published TxDOT ISA Report Form, June 2016 (510.01.DS). As part of this effort, Consultant will review historic aerial images and mapping, and the results of a regulatory records review (database search). The Consultant will submit a Preliminary Scoping Form to the TxDOT Fort Worth District, in an effort to determine the environmental submittal requirements for the project. One project site visit will be conducted to make observations and take photographs of the existing observable conditions related to the environmental concerns outlined in the ISA Report. Interviews with local residents, TxDOT staff, or City personnel are not included in this task.

This task includes up to 30 hours of the Consultant effort. Any additional effort, or additional TxDOT requirements, including responding to comments or requests for additional information will be considered an Additional Service.

Task 5 – Bidding

Consultant will provide the following professional services under this task:

1. Correspondence with TxDOT – Consultant will coordinate with TxDOT during the bid process. Consultant will issue addenda as required.

2. Addenda – Consultant will answer bidder questions during the bid process. Consultant will issue addenda as required.

Task 6 – Construction Contract Administration

Consultant will provide construction phase services to the Client during construction of this project. The estimated construction period of the project is seven (7) months for the basis of establishing the Consultant's fee. This task assumes a maximum effort of 15 hours. If additional effort is required, the Consultant will notify the Client and bill to the Client on an hourly basis. The construction phase services are as follows:

- Pre-Construction Conference – The Consultant will conduct a pre-construction conference prior to commencement of work at the site.
- Visits to Site and Construction Observation – The Consultant will provide two (2) on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work on an hourly basis. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

  The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall

Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- Recommendations with Respect to Defective Work – The Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- Clarifications and Interpretations – The Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client. This task anticipates response to three (3) requests for information.
- Change Orders – The Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. This task anticipates response to one (1) change order.
- Shop Drawings and Samples – The Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. This task anticipates response to three (3) Shop Drawings and Samples.
- Substitutes and "or-equal" – The Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- Inspections and Tests – The Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- Disagreements between Client and Contractor – The Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- Applications for Payment – Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities

and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

- By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- Substantial Completion – The Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- Final Notice of Acceptability of the Work – The Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- Limitation of Responsibilities – The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- Record Drawings – Prepare project "Record Drawings" based on information provided by the Contractor and/or Client as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the Client. Consultant will provide the following deliverables:
    - One (1) set of reproducible (22" x 34") Record Drawings.
    - One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file)

Deliverables:

a. Shop Drawing reviews
b. Contractor's Estimates
c. Record Drawings

Services/Deliverables provided by the Client:

a. Provide Client's staff input on progress of work.
b. Payment of the Contractor.

Additional Services if required:

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional services include, but are not limited to, the following:

- Professional services related to easement acquisition
- Separate instrument easement exhibits

- Franchise utility coordination and/or design beyond those specifically included in the Scope of Services referenced above.
- Subsurface Utility Engineering (SUE)
- Preparation of title policies and assisting in condemnation services during property acquisition.
- Attendance at Public Meetings beyond those specifically included in the Scope of Services referenced above.
- Preparation of platting documents and/or real property survey for site acquisition.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the Client.
- Any additional changes to the Contract Documents necessary to break the project into phases.
- Providing resident project representation services (RPR), on-site inspection, during the construction phase of the project.
- Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services referenced above.
- Establish new survey monuments for any of the proposed sites.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- Any services not listed in the Scope of Services.

Schedule:

Consultant will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

Deliverables:

- Survey
- Construction Documents
- ISA Report
- Construction Contract Documents

Terms of compensation:

Task Name	Budget Amount	Fee Type
Task 1 – Project Meetings and Design Coordination	$ 10,000	(Lump Sum)
Task 2 – Survey	$ 5,000	(Lump Sum)
Task 3 – Construction Documents	$ 30,000	(Lump Sum)
Task 4 – ISA Report	$ 6,000	(Lump Sum)
Task 5 – Bidding	$ 5,000	(Lump Sum)
Task 6 – Construction Contract Administration	$ 4,000	(Hourly)
Total Fee	**$60,000**	**(Estimated)**

Consultant will perform the services in Tasks 1 through 5 for the total lump sum fee of $56,000. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Consultant will perform the Services in Task 6 and additional services on a labor fee plus expense basis. Consultant recommends the Client budget $4,000 for this task based on the estimated construction period.

Lump Sum tasks will be invoiced based on the percent completion of the tasks. Hourly tasks will be invoiced according to the hourly rate schedule in effect at the time services are provided. Actual invoiced amounts for hourly tasks will be based on effort expended.

As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request the Consultant to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice.

Other special terms of Individual Project Order: None

Kimley-Horn and Associates, Inc.
Hourly Labor Rate Schedule

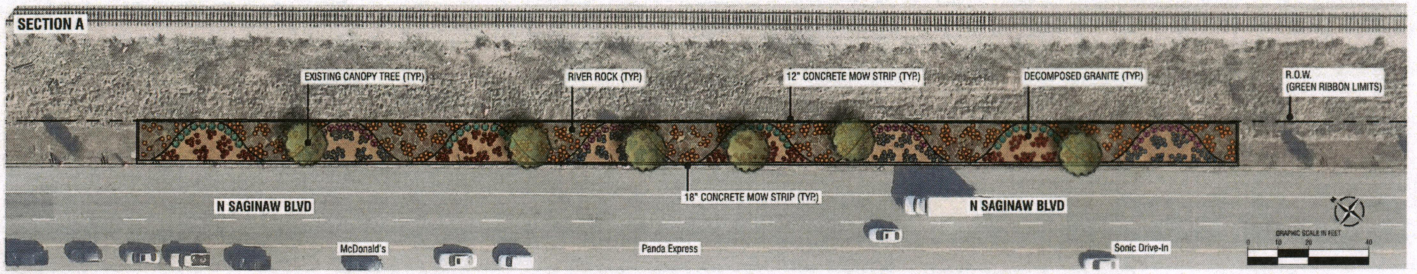
Classification	*Rate*
Analyst	$150 - $230
Professional	$200 - $275
Senior Professional I	$240 - $330
Senior Professional II	$295 - $350
Senior Technical Support	$150 - $260
Support Staff	$105 - $135
Technical Support	$95 - $140

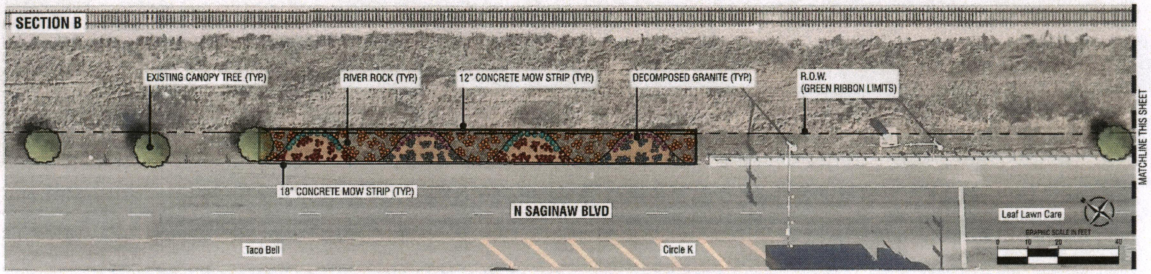
Effective through December 31, 2022

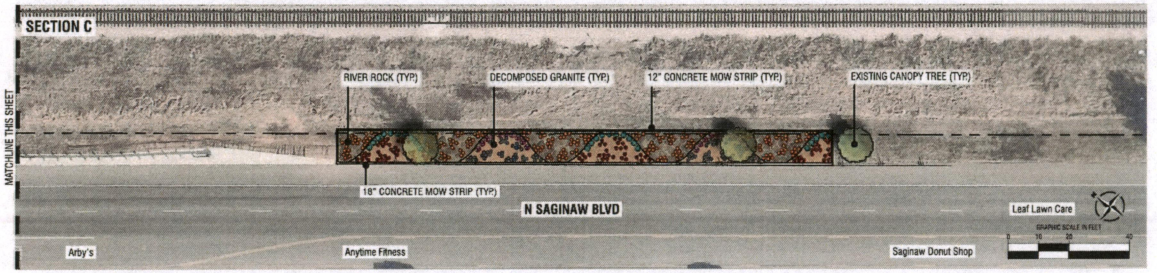
Subject to annual adjustment thereafter

ACCEPTED:

CITY OF SAGINAW	**KIMLEY-HORN AND ASSOCIATES, INC.**
SIGNED:_____	SIGNED:_____
PRINTED NAME:_____	PRINTED NAME:_____
TITLE:_____	TITLE:_____

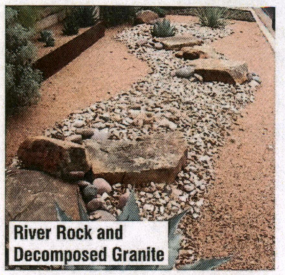






Legend

- River Rock
- Decomposed Granite
- Mexican Feather Grass
- Dwarf Muhly
- Lemon-Lime Nandina
- Color Guard Yucca
- Kaleidoscope Abelia


River Rock and Decomposed Granite


Mexican Feather Grass


Dwarf Muhly


Lemon Lime Nandina


Color Guard Yucca


Kaleidoscope Abelia

Key Map

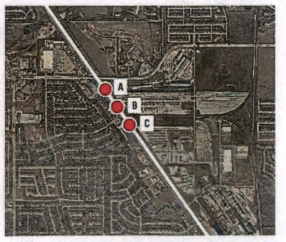


EXHIBIT A

SAGINAW GREEN RIBBON CONCEPT - PHASE III

N Saginaw Blvd

CONCEPT PLAN

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

Kimley»Horn

APRIL 2022

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(h)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding the purchase of the SCADA System Upgrade for the City's Water System Controls

BACKGROUND/DISCUSSION:
This item is for the upgrade to our SCADA control system that operates the City's Water System. It has been ten years since our last upgrade was done. This upgrade will be provided by Wheco Electric & Controls. They are the sole source for this equipment and have been the provider for our system and all past upgrades (over a period of twenty plus years). This upgrade was approved in the 2022-2023 Water & Wastewater Budget.

FINANCIAL IMPACT:
The financial impact will be $69,725. Funds for this upgrade are budgeted in the Capital Outlay/Special Request Account, 05-7000-50-00.

RECOMMENDATION:
Staff recommends approval of the purchase of the SCADA System Upgrade from Wheco Electric & Controls.

ATTACHMENTS:

Description

Proposal from Wheco Electric & Controls

WHECO CONTROLS

May 16, 2022

City of Saginaw
Attn: Randy Newsom

Reference: BID PROPOSAL – Water distribution system SCADA upgrade

Dear Randy,

We appreciate the opportunity to quote this project. Our scope of work shall include updating your water distribution system SCADA with new programmable logic controllers, communication modems, antennas, power supplies, new enclosures at some locations and backup batteries. The HMI (Human Machine Interface) software will also be updated to QuickDATA which will allow access from any internet enabled device with a web browser. The annual subscription service includes upgrades (no more computer updates and software licenses required)

Equipment To be furnished:

- SCADAPack PLCs and I/O cards as required for each site
- Cellular data communications modems and dual mode antennas
- Power supplies with battery backup
- New enclosures for Longhorn pump station and park central elevated storage tank

Technical services shall include the following:

- Installation of WHECO furnished equipment
- Coordination with Saginaw personnel
- Programming, configuration and testing

Not Included in this proposal.

- Any equipment or service not specifically listed above
- Taxes or bonding cost if applicable.

Labor and Materials as itemized above	$ 69,792.00
~~QuickDATA annual subscription (300 tags@ $6/yr)~~	~~$ 1,800.00/yr~~
~~Cellular service 6 modems@22.50/month annual prepaid~~	~~$ 1,620.00/yr~~

Delivery is estimated at 12 to 16 weeks after receipt of order. Terms are 25% due with order, subsequent invoicing to be progressive and shall include stored materials. This quote is valid for 30 days. Please let me know if you have any questions.

Sincerely;

Kent Meyerhoeffer
President

A DIVISION OF
WHECO Electric, Inc.
8501 Jacksboro Hwy. Fort Worth, TX 76135 | (817) 244-6660 | FAX (817) 560-3263 | whecocontrols.com

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(i)

Staff Contact: Russell Ragsdale
Chief of Police

E-mail: rragsdale@saginawpolice.org

Phone: (817)232-0311 ext 2372

SUBJECT:
Police Department security system upgrade

BACKGROUND/DISCUSSION:
Construction of the Saginaw Police Department was completed in 2007. Since that time the police department has undergone very few upgrades. The security system, which consists mainly of security cameras viewing common internal and external areas and the jail have not been updated since 2007. Several cameras are no longer working and the system is so old that replacement parts (cameras) are no loonger available. During hte budget process we requested funds for this upgrade and were approved. The item is brought before the council in compliance with purchasing policy due to its cost.

FINANCIAL IMPACT:
A bid from NCS for $125,590.00 is our recommendation. NCS is also the bid winner for the new Fire Station and has previously performed work within City Hall.

RECOMMENDATION:
Staff recommends city council approve the bid and authorize the City Manager to enter into a contract with NCS for security system upgrades at the police department

ATTACHMENTS:

Description

Contract for Security System Upgrades at the Police Department



City of Saginaw

Saginaw PD_Surveillance Upgrade

HC-22-164 Revision: 2

November 02, 2022

ncs

INTRODUCTION

November 02, 2022

City of Saginaw
333 W. MCLEROY BLVD.
Saginaw, Texas 76179
Greg Clayton
Saginaw PD_Surveillance Upgrade

NCS Quote HC-22-164

Thank you for allowing Network Cabling Services the opportunity to provide you with this proposal Saginaw PD_Surveillance Upgrade.

NCS was founded in 1981 in Houston, TX, as a technology-driven, single-source solution provider for all our client's audio visual, cabling infrastructure, design-consulting, networking, and security needs.

Since then, we have grown to more than 300 employees across six Texas locations while expanding our services to in-building wireless systems to deliver public safety and cellular communications and network-powered lighting systems.

After you have reviewed the project scope and summary considerations, please indicate your acceptance by signing where indicated and return a fully executed copy to NCS.

If you have any questions about this proposal or require additional information, please do not hesitate to contact me.

Respectfully,

CuBrail Hendricks
Security Systems Design Manager
281.414.2825
chendricks@ncs-tx.com

PRICING SUMMARY

Video Surveillance System

Materials	$86,038.32
Labor	$21,362.39
Shipping & Handling	$2,036.40
Total	$109,437.11

Structure Cabling

Materials	$16,152.95
Labor	$0.00
Total	$16,152.95

PROJECT TOTAL	**$125,590.06**

*Payments made by credit card/purchasing card will incur an additional 3.8% processing fee.

*If P&P Bonds are needed, please add $3,139.75

PRICING SUMMARY

Payment Schedule	Amount	Due Date
Initial Deposit	$25,118.01	
Progress Monthly Payment	$87,913.04	
Final Due Upon Completion	$12,559.01	

Service charges listed below become effective on all accounts 30 days after the invoice date. Charges are computed at the lower of 1.5% per month or the maximum allowed by law.

Notice to Buyer: Do not sign this agreement before you read it in its entirety, or if it contains blank spaces. You are entitled to a copy of the agreement you sign. Keep this agreement to protect your legal rights.

Respectfully Submitted By:

Network Cabling Services, Inc.

Authorized Signature:

CuBrail Hendricks

Print Name & Title:

CuBrail Hendricks

Estimator

Date: November 02, 2022

Accepted By:

City of Saginaw

Authorized Signature:

Print Name & Title:

Greg Clayton

Date:

SCOPE OF WORK

BuyBoard #644-21

Please be advised, due to the volatility in the current market, the material pricing in this proposal is valid for 14 days. A PO will secure pricing if received during the 14-day window. In addition, the industry is experiencing long lead times on many products and availability is subject to change at any time without notice.

Note: This proposal does not include any bonds. If bonds are required, NCS can provide additional pricing.

- **SCOPE OF WORK: Surveillance Video System**
  - The objective of this proposal is to install a new Avigilon Video System to the Saginaw PD building to cover interior locations and exterior parking lots and areas.
  - This proposal includes (1) 64TB Avigilon server that is configured to maintain (90) days of storage with the cameras included in this proposal.
  - This proposal includes camera licenses for the new and existing cameras to remain.
  - NCS will provide and install (17) new interior cameras and (9) new exterior cameras.
  - NCS will connect (9) existing analog camera. The existing analog cameras will utilize the existing video encoder onsite to communicate with the new Avigilon system.
  - NCS will provide and install required mounting adapters.
  - This proposal includes cameras with built-in mics or external mics, depending on camera model. The exterior gate cameras and record's camera will not include mics.
  - NCS will provide and install a total of (9) POE Surge protectors for all exterior cameras included on this proposal.
  - NCS will attempt to use existing data cabling for the cameras that will be replaced. All new camera locations will be provided new data cabling by NCS structure cabling.
  - NCS will adjust and focus camera for optimum views and with customer's approval.
  - PoE Switch and Patch Panel ports will be existing or provided by Saginaw PD.
  - Customer to provide power at headend equipment location.
  - This proposal does not include any integrations into the existing interview room system.
  - Customer will provide access to technical support personnel for any programming information needed to configure systems on the customer's network.
  - This proposal includes focus adjustment and cleaning of the existing cameras to remain to ensure optimum views attainable by existing camera.

- **SCOPE OF WORK:**

A. <u>Camera Cabling:</u>

- NCS will provide and install two (2) multi-mode fiber optic cables to the cameras mounted on poles outside of the building as shown on the drawings and terminated with LC style connectors. NCS assumes pathways are to be existing or provided by others.
- NCS will provide and install one (1) rack mounted fiber enclosure to be placed into an existing rack complete with multi-mode coupler panels.
- NCS will provide and install two (2) harden multi-mode LC media converters. Power and enclosure to be provided by others.
- NCS will provide and install eighteen (18) category 6 plenum cables to the interior cameras as shown on the provided drawings. NCS assumes there is sufficient space on existing patch panels for the new camera cabling. Should one be required, NCS will request a change order in writing before

proceeding.

- NCS will provide and install eighteen (18) single port surface mount boxes at the camera locations.
- NCS will provide all necessary patch cords for a complete and functional project.
- NCS will provide and install eighteen (18) category 6 jacks.
- NCS will utilize existing pathways for this installation.

B. Labeling:

- Provide machine-generated labels on all newly installed cables.
- Refer to and follow the customer specifications for the specific labeling requirements for this project.

C. Testing and Documentation:

- Post-installation certification testing of the copper cabling will be completed using a Fluke Tester. Access will need to be provided on the far end

ITEM DETAILS

Video Surveillance System

Saginaw PD

1	**Avigilon 15C-H4A-3MH-180** 3x 5 MP, WDR, LightCatcher, 4mm, Camera Only
1	**Avigilon 15C-H4A-3MH-270** 3x 5MP H4 Multisensor Camera Module with 2.8mm Lens
5	**Avigilon 24C-H4A-3MH-180** 3x 8 MP, WDR, LightCatcher, 5.2mm, Camera Only
1	**Avigilon 24C-H4A-3MH-270** 3x 8 MP, WDR, LightCatcher, 4mm, Camera Only
1	**Avigilon 3.0C-H5A-CR1-IR** H5A, Corner, CRS, 3.0 MP WDR, 3-9mm,IR
3	**Avigilon 4.0C-H5A-D1** 4.0 MP WDR, LightCatcher, Day/Night, Indoor Dome, 3.3-9mm f/1.3 P-iris lens, Next-Generation Analytics
1	**Avigilon 6.0C-H5A-DO1-IR** 6.0 MP WDR, LightCatcher, Day/Night, Outdoor Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics
1	**Avigilon 6.0C-H5DH-DO1-IR** 2X 3MP H5A DUAL HEAD OUTDOOR CAMERA Model # 6.0C-H5DH-DO1-IR 2x 3MP H5A Dual Head Camera. Outdoor camera with built-in IR
6	**Avigilon 8.0C-H5A-D1** 8.0 MP (4K) WDR, LightCatcher, Day/Night, Indoor Dome, 4.9-8mm f/1.8 P-iris lens, Next-Generation Analytics
1	**Avigilon 8.0C-H5A-FE-DC1** 8.0 MP, H5A Fisheye In-ceiling Camera, LightCatcher, Day/Night, WDR, 1.41mm f/2.0, Next-Generation Analytics
4	**Avigilon 8.0C-H5A-FE-DO1-IR** 8.0 MP, H5A Fisheye Dome Camera, LightCatcher, Day/Night, WDR, 1.41mm f/2.0, Next-Generation Analytics, Integrated IR
36	**Avigilon ACC7-ENT** ACC 7 Enterprise camera channel license

ITEM DETAILS

28 **Avigilon ACC-MIC**
Omni-directional, low impedance, electret condenser microphone with built-in preamp for producing line level output. It is housed in a high impact ABS dome designed for ceiling or wall mounting. Normal pick-up pattern is approximately 15' from the microphone location, all directions, or within 30' d

28 **Avigilon CM-AC-AVIO1**
3.5mm audio and video I/O jack with 1.8m fly wire

7 **Avigilon H4AMH-AD-IRIL1**
Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.

8 **Avigilon H4AMH-AD-PEND1**
Outdoor pendant mount adapter, must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.

8 **Avigilon H4AMH-DO-COVR1**
Outdoor Dome Cover for H4 Multisensor

2 **Avigilon H4-MT-CRNR1**
Corner mount adapter for use with H4A-MT-Wall1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor cameras.

4 **Avigilon H5A-FE-MT-NPTA1**
NPT Adapter For H5A Fisheye Dome Camera

8 **Avigilon IRPTZ-MNT-WALL1**
Pedant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.

1 **Avigilon NVR5-STD-64TB-S19-NA**
NVR5 STD 64TB 2U Rack Mnt, WS19 NA

8 **Avigilon POE-INJ2-60W-NA**
Indoor single port Gigabit PoE++ 60W, North American power cord included.

9 **Ditek DTK-MRJPOES**
Single Channel 10GbE PoE Protector Shielded RJ45 Connection

1 **NCS Consumables**
System Consumables

ITEM DETAILS

Materials	$86,038.32
Labor	$23,398.79
Shipping & Handling	$2,036.40
Total	$109,437.11

*Payments made by credit card/purchasing card will incur an additional 3.8% processing fee.
*If P&P Bonds are needed, please add $2,735.93

Structure Cabling

Saginaw PD

1 **NCS Data Cabling**

NCS Structure Cabling for camera and data requirements for security.

Materials	$16,152.95
Labor	$0.00
Total	$16,152.95

*Payments made by credit card/purchasing card will incur an additional 3.8% processing fee.
*If P&P Bonds are needed, please add $403.82

QUALIFICATIONS

- The communications industry is currently experiencing volatile price increases and unusually long lead times on cabling, metal accessories and electronic devices. Due to the rapidly changing conditions of the industry, NCS is only able to guarantee our pricing for fourteen (14) days. Additionally, although we will make our best effort to meet all requested time commitments, we are currently subject to supply chain delays which may impact the project schedule.
- A 3.8% processing fee will be added to the price quoted if payment is made via a credit card or purchasing card.
- The cost for bonding has not been included in the proposed price unless specifically called out.
- The cost for taxes, if included in the above proposed price, is an estimate only. If taxes are required to be collected, an additional line item will be added to the invoice. The customer is required to pay all applicable taxes unless a tax-exempt certificate is provided in advance.
- NCS shall perform the work described within using non-union employees. If union employment is required, it must be agreed upon and specifically documented by the owner and NCS.
- NCS has not included pricing for participation in a composite cleaning crew. If this is required, an additional price can be given.
- Samples and attic stock are not included in this proposal.
- The project schedule as agreed upon by the owner and NCS prior to purchase shall remain in place throughout the project. Changes to the project schedule resulting from delay by other trades, request by the owner, or to meet construction milestones may result in the issuance of a change order to address lost time or overtime incurred by NCS.
- Any changes or additions to the Scope of Work or the Bill of Materials shall be executed in writing as a change order. Verbal instructions to field technicians do not authorize changes to the scope of work.
- Unless specifically requested and indicated in the proposal, all work described herein will be performed during the normal business hours of 7 AM – 5 PM, Monday through Friday.
- On-site parking shall be provided when available. Parking permits where applicable shall be provided free of charge to NCS.
- All necessary building access shall be provided including but not limited to access through doors, elevators, stairwells, etc.
- All security badges, keys or personnel escorts shall be provided as required by the owner.
- The project site shall be ready for NCS to proceed with the work specified within this document upon our scheduled arrival to the site. This includes the site being clean and dust free, free from obstructions, free of other trades, and free of any scheduled events.
- All required infrastructure provided by the owner or other trades shall be complete prior to NCS commencing work on the project unless specifically authorized by NCS. This shall include all electrical power, conduits and junction boxes, and all data lines not being provided by NCS (including POTS, ISDN, and LAN).
- All owner or contractor supplied information regarding site conditions is accurate in detail. Information my include CAD drawings, blueprints, building plans and layouts, or other data types transmitted electronically or through print.
- All owner furnished equipment shall be provided at the start of the project unless otherwise agreed upon. All equipment must be presented in good, working order. No owner furnished equipment shall be covered under any warranty provided by NCS unless specifically requested and agreed upon by the owner and NCS.
- All necessary ceiling trim work, woodworking, millwork, drywall repair and painting shall be provided by the owner or owner furnished contractor. NCS shall not provide these services unless specifically agreed upon in advance and specifically documented.
- All equipment in the project shall become property of the owner once it is physically installed on the site. NCS shall not be liable for any damage or loss of the equipment once it is physically installed unless agreed upon in advance and specifically documented.
- This scope of work and project proposal contains specific proprietary information and intellectual property. It may not be distributed to other parties outside of appropriate owner representatives without prior written authorization by NCS.

STANDARD TERMS & CONDITIONS

1. Engagement of Services
Once work is authorized by the customer, Network Cabling Services is committed to certain "ramp up" expenses, both direct and indirect (i.e., specific training, travel, special tools, materials, project management, etc.) which are generally priced into the entire scope of the project. If the project is canceled, delayed, terminated or significantly changed through no fault of Network Cabling Services, these expenses will be due and payable to Network Cabling Services on a pro-rate basis. Any request for reimbursement of these expenses will be itemized and defined.

2. Changes to Scope of Work
Network Cabling Services will notify the customer if there is a material change, scheduling change, or construction delay beyond the scope of work and no fault of Network Cabling Services requiring Network Cabling Services to expend more monies budgeted. The customer agrees to pay Network Cabling Services for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed Scope of Work.

3. Permits and Taxes
Permits are not included unless specifically noted otherwise. Permits, inspection fees, drawings, etc., will be provided by Network Cabling Services at the cost of obtaining them. Taxes are not included in the proposal price unless specifically noted otherwise.

4. Network Cabling Services Employees
The customer agrees that it shall not hire any employee of Network Cabling Services who is currently working on a project for the customer, or any employee of Network Cabling Services who has worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former Network Cabling Services employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that Network Cabling Services can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees.

5. Payment Terms
Standard payment terms are net due in ten days from invoice date unless stated differently in the above proposal. A service charge may be charged on all past due amounts. Amounts will be considered past due 30 days after date of invoice. You may avoid a service charge or additional service charges upon payment at any time of the unpaid balance. All payment terms are subject to change based on credit review and approval.

6. Warranty
All installation work will meet or exceed all NEC, Federal, State, and local codes that may apply. No performance warranty will be issued by Network Cabling Services. A one-year workmanship warranty will be issued on all installed materials from the date of acceptance.

7. Indemnity
The customer agrees to defend and indemnify Network Cabling Services from any and all third party claims, demands, actions, lawsuits liability, damages and/or costs, including reasonable attorney's fees and expert fees, arising out of or relating to Network Cabling Services work under this agreement or the Scope of Work under this agreement, regardless of the cause, including active or passive negligence of Network Cabling Services, the customer, or others, unless such claim, demand, action, lawsuit, liability, damage or cost is caused by the sole negligence of Network Cabling Services.

8. Attorneys' Fees
If Network Cabling Services is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse Network Cabling Services for all attorneys' fees, expert fees and other legal expenses that it may incur to collect such amount.

9. Incorporation by Reference
Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of and hereby incorporated by reference, all proposals submitted by Network Cabling Services to the customer and any Credit Agreement signed by the customer, and all terms and conditions of any such proposals or Credit Agreements.

By signing this proposal, the signators of this agreement warrant that they have the authority to enter into this contract and that they have read the above Standard Terms and Conditions and agree to abide by them.

ACCEPTED BY: _____

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(j)

Staff Contact: Russell Ragsdale
Chief of Police

E-mail: rragsdale@saginawpolice.org

Phone: (817)232-0311 ext 2372

SUBJECT:
Upgrade to Police Department Records Management System and Computer Aided Dispatch

BACKGROUND/DISCUSSION:
During the budgeting process the police department provided data to implement a new RMS/CAD system in partnership with Lake Worth PD. The Council approved the budget request for this upgrade. The Police department is ready to move forward with this upgrade and our Motorola Rep is ready to begin placing orders for equipment. This item is being brought before council in compliance with purchasing rules.

FINANCIAL IMPACT:
$375,000 for RMS/CAD upgrade and $50,000 for transition costs between Saginaw and Lake Worth.

RECOMMENDATION:
Staff recommends city council approve the contract and authorize the City Manager to enter into a binding agreement with Motorola Solutions and the City of Lake Worth.

ATTACHMENTS:

Description

Host agency aggreement
Shared agency agreement
SPD and LWPD share agreement

Host Agency Acknowledgement

The signature below is to acknowledge and agree that each Shared Agency listed below will join the undersigned Host Agency's Flex public safety software system as a Shared Agency, per the terms of the separately signed Shared Agency Agreement between the individual Shared Agency and Motorola Solutions, Inc., which is subject to the Host Agency's Purchase and License Agreement with Motorola.

Lake Worth Police Department

Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

Shared Agency

- Saginaw Police Department

Shared Agency Agreement

This Shared Agency Agreement, together with the Purchase and License Agreement executed by the Host Agency and Exhibit B or one or more executed Sales Quote/Purchase Agreements (collectively, the "License Agreement"), constitute one integrated agreement and is the complete and exclusive statement of Motorola Solutions' obligations and responsibilities with regard to the Flex software licensed hereunder (the "Software"). All capitalized terms used and not otherwise defined herein shall have the definitions given to such terms in the License Agreement.

Section 1: Definitions:

1. 1 Shared Agency - A "Shared Agency" is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola Solutions to the Host Agency, as set forth in the License Agreement.

1. 2 Host Agency – The "Host Agency" is a current Motorola Solutions licensee and customer that is authorized by Motorola Solutions and has agreed to share its use of the Software installed at its facilities with the Shared Agency.

Section 2: License

2. 1 Grant of License. Motorola Solutions grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 11.5 of the License Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Motorola. Shared Agency agrees to comply with all such terms and conditions.

2. 2 Termination. This Shared Agency Agreement will terminate automatically if and when the License Agreement terminates for any reason. Motorola Solutions or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the License Agreement. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Motorola Solutions and the Shared Agency, unless otherwise agreed in writing by the Host Agency.

2. 3 No Assignment. The Shared Agency may not assign or transfer this Shared Agency Agreement to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola Solutions, which shall not be unreasonably withheld.

Section 3: Scope of Rights

3. 1 Support and Services. Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This Shared Agency Agreement does not entitle Shared Agency to any Motorola Solutions services beyond the license to use the Software.

3. 2 Warranty. The Warranty Period for the Software (as defined in Section 11.1 of the License Agreement) is limited to the remaining time, if any, originally granted under the License Agreement.

Accepted and Approved:

Shared Agency: Saginaw Police Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

MOTOROLA SOLUTIONS

QUOTE-1696048

Billing Address:
Tarrant - Saginaw PD
505 W. MCLEROY BLVD
SAGINAW, TX 76179
US

Shipping Address:
Tarrant - Saginaw PD
505 W. MCLEROY BLVD
SAGINAW, TX 76179
US

Quote Date:03/12/2022
Expiration Date:03/12/2023
Quote Created By:
Billy Duncan
Billy.Duncan@
motorolasolutions.com

End Customer:
SAGINAW POLICE DEPT
Brandon Badovinac
bbadovinac@saginawpolice.org
817-929-7139

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term
	CommandCentral Connector				
1	SSV00S01530A	0516	CLOUD DATA BACKUP & RESTORE SUBSCRIPTION*	1	5 YEAR
2	SSV00S02859A	0616	COMMANDCENTRAL EVIDENCE STANDARD*	1	5 YEAR
3	PSV00S01454A	0217	LMS ONBOARDING	1	
4	SSV00S01450A	0217	LEARNER LXP SUBSCRIPTION*	55	5 YEAR
5	SSV00S02124A	0252	COMMANDCENTRAL CONNECTOR FOR CAD (CAD VIEWER)*	1	5 YEAR
	CommandCentral Community				
6	PSV00S01454A	0217	LMS ONBOARDING	1	
7	PSV00S02644A	0079	COMMUNITY CONSULTING SERVICES*	1	
8	SSV00S01450B	0217	LEARNER LXP SUBSCRIPTION*	55	5 YEAR
9	SSV00S02400A	0259	COMMANDCENTRAL COMMUNITY*	1	5 YEAR
	Flex				

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term
10	SSV00S00063A-SP	0385	LAW RECORDS SOFTWARE	1	
11	DS000000001A-SP	0445	ETHERLITE HARDWARE	1	
12	SSV00S00356A-SP	0498	MOBILE VOICELESS CAD SOFTWARE	1	
13	SSV00S00195A-SP	0385	EVIDENCE MANAGEMENT SOFTWARE	1	
14	SSV00S00011A-SP	0367	STATELINK SOFTWARE	1	
15	DS000000022A-SP	0467	PASSKEY DEVICES HARDWARE	30	
16	DS000000007A-SP	0468	CAMERA - AXIS M5065 HARDWARE	1	
17	SSV00S00309A-SP	0389	LIVESCAN FINGERPRINTING INTERFACE SOFTWARE	1	
18	DS000000087A-SP	0445	COMPUTER PERIPHERAL,POWER SUPPLY MEMOR 10 DOCK	1	
19	SSV00S00186A-SP	0385	EQUIPMENT MAINTENANCE SOFTWARE	1	
20	SSV00S00070A-SP	0385	IBR SOFTWARE	1	
21	SSV00S00333A-SP	0498	MOBILE ARREST FORM SOFTWARE	1	
22	SSV00S00002A-SP	0367	CAD SOFTWARE	1	
23	ISV00S01856A	0097	FLEX RECORDS DELIVERY SERVICES	1	
24	SSV00S00376A-SP	0498	ACCIDENT FORM THIRD PARTY SOFTWARE	1	
25	SSV00S00010A-SP	0498	MOBILE STATE & NATIONAL QUERIES SOFTWARE	1	
26	SSV00S00062A-SP	0389	JAIL MANAGEMENT SOFTWARE	1	
27	DS000000088A-SP	0445	COMPUTER PERIPHERAL,POWER CORD	1	
28	SSV00S00005A-SP	0367	CAD MAPPING SOFTWARE	1	
29	SSV00S00282A-SP	0385	INSIGHT SOFTWARE	1	
30	SSV00S00336A-SP	0498	MOBILE FIELD REPORT WITH FIELD INTERVIEW SOFTWARE	1	
31	DS000000084A-SP	0445	COMPUTER PERIPHERAL,EVIDENCE LABELS	1	

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term
32	DS0000000110A-SP	0445	MEMOR 10 3 YR SERVICE CONTRACT	1	
33	SSV00S00060A-SP	0445	ESRI ARCGIS SERVER STANDARD OEM	1	
34	SSV00S00192A-SP	0385	EVIDENCE BARCODE AND AUDITING SOFTWARE	1	
35	SSV00S00264A-SP	0385	IMAGING SOFTWARE	1	
36	SSV00S00476A-SP	0367	RAPID NOTIFICATION 2.0 SOFTWARE	1	
37	SSV00S00065A-SP	0498	MOBILE RECORDS SOFTWARE	1	
38	SSV00S00056A-SP	0367	HUB SOFTWARE	1	
39	ISV00S01857A	0099	FLEX JAIL DELIVERY SERVICES	1	
40	DS000000085A-SP	0445	COMPUTER PERIPHERAL,EVIDENCE THERMAL RIBBON	1	
41	SSV00S00064A-SP	0498	MOBILE AVL AND MAPPING SOFTWARE	1	
42	SSV00S00529A-SP	0385	TRAFFIC INFORMATION SOFTWARE	1	
43	SSV00S00183A-SP	0367	E9-1-1 INTERFACE SOFTWARE	1	
44	PSV00S01454A	0217	LMS ONBOARDING	1	
45	ISV00S01851A	0030	FLEX CAD DELIVERY SERVICES	1	
46	DS000000078A-SP	0467	DATALOGIC MEMOR 10	1	
47	SSV00S00503A-SP	0498	FLEX TOUCH SOFTWARE	1	
48	SSV00S00042A-SP	0385	ACTIVE DIRECTORY INTEGRATION SOFTWARE	1	
49	SSV00S00254A-SP	0445	HIGHER GROUND INTERFACE THIRD PARTY SOFTWARE	1	
50	DS000000004A-SP	0467	DATALOGIC GRYPHON BARCODE SCANNER HARDWARE	1	
51	DS000000086A-SP	0445	COMPUTER PERIPHERAL,SINGLE SLOT CHARGING DOCK	1	
52	DS000000122-SP	0467	ZEBRA ZD421 PRINTER	1	
53	DS000000059A-SP	0467	AXIS T91B21 CAMERA STAND	1	

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Line #	Item Number	APC	Description	Qty	Term
54	DS0000000109A-SP	0445	MEMOR 10 SCAN HANDLE PISTOL GRIP	1	
55	DS0000000108A-SP	0445	MEMOR 10 RUBBER BOOT	1	
56	SSV00S00029A-SP	0196	ACTIVE DIRECTORY INTEGRATION MAINTENANCE - STANDARD	1	5 YEAR
57	SSV00S00033A-SP	0196	LAW RECORDS MAINTENANCE - STANDARD	1	5 YEAR
58	SSV00S00190A-SP	0196	EVIDENCE BARCODE AND AUDITING MAINTENANCE - STANDARD	1	5 YEAR
59	SSV00S00038A-SP	0336	MOBILE RECORDS MAINTENANCE - STANDARD	1	5 YEAR
60	SSV00S00262A-SP	0196	IMAGING MAINTENANCE - STANDARD	1	5 YEAR
61	SSV00S00474A-SP	0173	RAPID NOTIFICATION 2.0 MAINTENANCE - STANDARD	1	5 YEAR
62	SSV00S00050A-SP	0196	IBR MAINTENANCE - STANDARD	1	5 YEAR
63	SSV00S00253A-SP	0268	HIGHER GROUND INTERFACE THIRD PARTY MAINTENANCE - STANDARD	1	5 YEAR
64	SSV00S00026A-SP	0268	ESRI ARCGIS SERVER STANDARD MAINTENANCE	1	5 YEAR
65	SSV00S00181A-SP	0173	E9-1-1 INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
66	SSV00S00036A-SP	0336	MOBILE AVL AND MAPPING MAINTENANCE - STANDARD	1	5 YEAR
67	SSV00S00354A-SP	0336	MOBILE VOICELESS CAD MAINTENANCE - STANDARD	1	5 YEAR
68	SSV00S00527A-SP	0196	TRAFFIC INFORMATION MAINTENANCE - STANDARD	1	5 YEAR
69	SSV00S00031A-SP	0197	JAIL MANAGEMENT MAINTENANCE - STANDARD	1	5 YEAR
70	SSV00S00184A-SP	0196	EQUIPMENT MAINTENANCE MAINTENANCE - STANDARD	1	5 YEAR
71	SSV00S00052A-SP	0173	STATELINK MAINTENANCE - STANDARD	1	5 YEAR

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Line #	Item Number	APC	Description	Qty	Term
72	SSV00S00375A-SP	0336	ACCIDENT FORM THIRD PARTY MAINTENANCE - STANDARD	1	5 YEAR
73	SSV00S00193A-SP	0196	EVIDENCE MANAGEMENT MAINTENANCE - STANDARD	1	5 YEAR
74	SSV00S00028A-SP	0336	FLEX TOUCH MAINTENANCE - STANDARD	1	5 YEAR
75	SSV00S00331A-SP	0336	MOBILE ARREST FORM MAINTENANCE - STANDARD	1	5 YEAR
76	SSV00S00015A-SP	0173	HUB MAINTENANCE (ENHANCED) - STANDARD	1	5 YEAR
77	SSV00S00307A-SP	0197	LIVESCAN FINGERPRINTING INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
78	SSV00S00280A-SP	0196	INSIGHT MAINTENANCE - STANDARD	1	5 YEAR
79	SSV00S00352A-SP	0336	MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD	1	5 YEAR
80	SSV00S00072A-SP	0173	CAD MAPPING MAINTENANCE - STANDARD	1	5 YEAR
81	SSV00S00012A-SP	0173	CAD MAINTENANCE (ENHANCED) - STANDARD	1	5 YEAR
82	SSV00S00334A-SP	0336	MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD	1	5 YEAR
83	SSV00S02822A-SP	0217	FLEX SILVER LMS NAMED USER LICENSE SUBSCRIPTION*	55	5 YEAR

Grand Total $356,642.35(USD)

Pricing Metric :

Price is indicative of the following -
of Sworn Officers for CommandCentral Community - 41

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	$356,642.35	$0.00
Year 2 Subscription Fee	$0.00	$0.00
Year 3 Subscription Fee	$0.00	$0.00
Year 4 Subscription Fee	$0.00	$0.00
Year 5 Subscription Fee	$0.00	$0.00
Grand Total System Price	$356,642.35	$0.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.

Term 6 Flex Maintenance Total: $35,913.00

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Motorola Solutions, Inc.
By: _____
Name: _____
Title: _____
Date: _____

Customer
By: _____
Name: _____
Title: _____
Date: _____

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

COMMANDCENTRAL CAPABILITIES SOLUTION DESCRIPTION

OVERVIEW

Motorola Solutions' CommandCentral capabilities are a set of cloud-based features that enhance on-premise records management and CAD systems. Leveraging the CommandCentral platform, these capabilities enhance performance and improve public safety workflows. These features streamline digital evidence management, provide insight to aid data-driven decision making, and expedite case review and resolution. Records and CAD users can work more efficiently within their RMS and CAD systems to best support your agency and your communities.The proposed CommandCentral capabilities include the following features and integrations.

CLOUD DATA BACKUP AND RESTORE

With a Flex deployment, Motorola Solutions' Cloud Data Backup and Restore syncs your agency's database with the cloud to create a secure and accessible backup.

The cloud provides proven security, reliability, and availability. While this feature only stores the most recent backup in the cloud, there is no limit on the size or frequency of the backup. This provides flexibility for specific scheduling and information management needs. Administrators can schedule the cloud backup.

As a part of your data recovery plan, this feature reduces the need to purchase additional, redundant hardware. This RMS upgrade is a cost-effective option to store and protect against failures.

CADVIEWER

CommandCentral capabilities for CAD augments existing on-premises CAD systems, allowing users to make better decisions from anywhere with secure view access to your agency's CAD information. Users can view this data on any internet-connected device and enable non-traditional users to work from locations that have not previously had access to jurisdictional CAD information. The CAD Viewer provides a view of pending/active incident information, unit information, and mapped location of incidents and responding units. Users can switch easily from light to dark mode and use pop-out screens to personalize their view.

RECORDS MANAGEMENT

CommandCentral capabilities include access to records management features. Users can quickly search video, audio, images, and other digital content. The system stores data from various sources in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

CommandCentral Incident Record – View incident data, officer narrative, and digital evidence with one user interface, called the CommandCentral Incident Record. This cloud-based feature combines case-related information from different sources into a streamlined interface. This unified view allows your agency to review critical evidence from a more robust and accurate operating picture. The CommandCentral Incident Record is built from incident details in your records management solution and content from CommandCentral Evidence.

Task Creation and Assignment – View, create, and assign daily tasks or projects as part of the Insights Dashboard. The Insights Dashboard provides curated and actionable insights into your agency's initiatives from across the CommandCentral suite. It gathers items that need attention, review, correction,

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or completion to help users stay organized and manage operations. This also helps build and close cases faster by tracking progress and assigning ownership to activities. The dashboard promotes collaboration by allowing users to share documents, projects, and success metrics across the agency.

Unified Search – Locate information across all agency records and evidence using a smart, free-text search engine. To access content from a specific incident, users can do a Unified Search or go through your Motorola Solutions RMS. Users can search incidents by time-frame or specific case number and then view all digital evidence associated with that specific case. This single source offers a user-friendly experience that is easy to navigate and understand and includes the ability to add narratives. The solution also makes review easier by tagging persons and vehicles listed in the narrative. Vehicles listed in the incident report include links to automatic license plate readers in the Vigilant LEARN database (additional subscription required). Product updates are seamless with new capabilities delivered regularly. The cloud also provides proven security, reliability, and availability that keeps personnel prepared for their operations.

DIGITAL EVIDENCE MANAGEMENT

CommandCentral capabilities digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and sorted to locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions with an organized and complete case evidence view. And with the access control system, the application allows authorized personnel to view sensitive information.

Store and Manage

CommandCentral capabilities simplify building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, transmit data to CommandCentral Evidence. This saves users from the effort needed to manually upload files. Once the content is securely stored, content management is more efficient.The digital evidence management tools streamline content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application links evidence based on the tags and metadata attached to those files. This helps users find additional contextual information on an incident and quickly build cases. Users can search and filter content to locate additional relevant data to link to a case or incident. And they can group or bookmark files within the interface to access evidence items that they frequently reference.

Judicial Sharing

With the Judicial Sharing feature, your agency can use the CommandCentral Incident Record to share a complete evidence package with partners and prosecutors. This keeps your personnel and partners up-to-date on each case and allows them to work from the same information.Judicial Sharing integrates with the CommandCentral Incident Record, allowing aggregated case-related information to be shared via email. This helps to keep prosecutors up-to-date with a dedicated, streamlined page designed for their needs. It allows judicial partners to access all of the case content shared with them — even from multiple agencies — from a secure location.From your agency’s view, users can confirm that they received the case package and continue to update the shared package as the case develops. From the case manager, the prosecutor can see when a shared package has been updated. They can search and filter the case

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packages to locate information and then share the case package with the defense. If your agency has case sharing systems in place with partners, you can leverage your agency's existing investments by downloading content and audit logs to review and share.

FIELD RESPONSE APPLICATION

The Field Response Application allows officers to capture images, video, and audio from the field with a simple smartphone application on iOS or Android. This tool provides easy media management and advanced camera controls to help users control what is captured. The application adds metadata and tags, and then gets uploaded to CommandCentral Evidence for immediate use. The application isolates all data from personal data. This ensures other apps cannot access evidence, while providing an uncompromised chain of custody from the moment of capture. This application is a capture source for field personnel, command staff, and supervisors.

THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a citizen tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.

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COMMANDCENTRAL CAPABILITIES STATEMENT OF WORK

OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing project schedule. Any changes to the governing project schedule will be mutually agreed upon via the change provision of the Agreement.

Motorola Solutions enables the CommandCentral Capabilities service during the order process. Deployment services are not required.

Motorola Solutions Responsibilities
- Use the CommandCentral Admin tool to enable Customer access to CommandCentral Capabilities. This activity is completed during the order process.
- Connect Customer incident data ingest.

Customer Responsibilities
- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure CommandCentral Capabilities settings (location of agency pin, shape of agency, keywords, set up agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest and digital files upload.
- Manage users and add email addresses.

Completion Criteria
CommandCentral Capabilities subscription enabled.

TRAINING

Online Training

CommandCentral training is made available via Motorola Solutions' Software Enterprise Learning Experience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities
- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:
- Adding and maintaining users.
- Adding and maintaining Groups.
- Assign courses and Learning Paths.
- Running reports.

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Customer Responsibilities
- Go to https://learningservices.motorolasolutions.com and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

Completion Criteria
Work is considered complete upon conclusion of Motorola Solutions provided LXP Administrator instruction.

Panorama – A panorama is an individual instance of the Learning Experience Portal (LXP) that provides autonomy to the agency.

Groups – A more granular segmentation of the LXP that are generally used to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure Video-as-a-Service has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities
- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.

Customer Responsibilities
- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

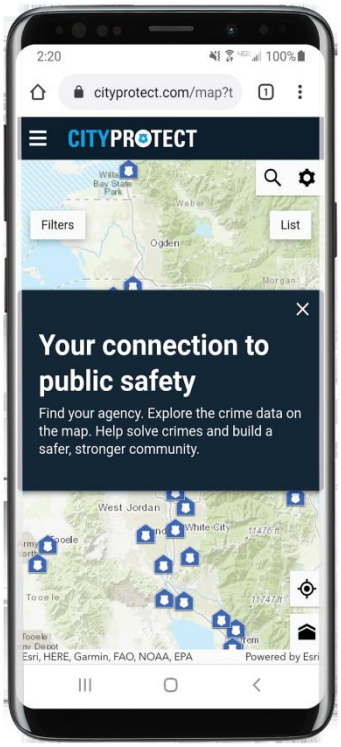
Completion Criteria
Conclusion of the handover to support and the implementation project is complete.

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COMMANDCENTRAL COMMUNITY SOLUTION DESCRIPTION

OVERVIEW

Motorola Solutions' CommandCentral Community enhances the partnership between your agency and the community. As the foundation for transparent community engagement, this solution streamlines the flow of information between your agency and the people you serve. CommandCentral Community's toolkit helps build public trust and push your investment further. CommandCentral Community functionality can be integrated with the solutions your agency already uses to reduce the need for headcount and increase the value of community intelligence.



The CommandCentral Community experience centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important information is streamlined to make engagement easier.

Agency Page

This community solution provides a dedicated, public-facing webpage for your agency. The customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.

Digital Evidence Collection

CommandCentral Community's Digital Evidence Collection allows your agency to collect case-specific digital material without needing a personal device or physical storage, such as CDs, USBs, or other devices generally checked into physical evidence stores. This can be managed using the CommandCentral digital evidence management tools.

Digital Evidence Storage

The proposed solution includes a 1TB Storage Block to store your agency's multimedia content. Additional storage blocks are available for expansion, if necessary.

Additional storage is purchasable to provide storage for multimedia content your agency produces. This optimizes and secures the data your personnel can retain. Please see the pricing section for the specific amount of additional storage included with your solution.

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Public Submissions

The public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, including anonymous tipping, non-emergency online submissions, and digital evidence collection. Your agency can decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can use these forms on CityProtect to submit tips, or they can use anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture using information from the community.



These public submissions are managed in one location and can be linked to your records to create a more efficient workflow. Submissions from the community are collected in the Community Inbox, where your agency can review submissions before they are entered into the master tables to avoid duplication. This leads to cleaner incident record data, while preserving the original record for future reference. The consolidated record view shows all linked submissions in one, complete location.

Crime Map

CommandCentral Community's Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. CommandCentral Community's Crime Map provides the following:

- Incident data display with up to hourly update.
- Primary Agency shapefile.
- Sex offender options.
- Crime data download option and action link.

Users can customize and manage data published on Crime Map so that only appropriate public information is shared.



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Camera Registration

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications, such as CommandCentral Aware and CommandCentral Investigate.

The CommandCentral Platform

This solution is part of Motorola Solutions' CommandCentral platform. This provides interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's information to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral is built to evolve over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can rapidly deliver new features and functionality in a more manageable, non-intrusive way.

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COMMANDCENTRAL COMMUNITY STATEMENT OF WORK

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions and the Customer. Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing project schedule. Any changes to the governing project schedule will be mutually agreed upon via the change provision of the Agreement.

OVERVIEW

Motorola Solutions enables the CommandCentral Community service during the order process. Deployment services are not required.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to enable Customer access to CommandCentral Community. This activity is completed during the order process.
- Connect Customer incident data ingest.

Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure CommandCentral Community settings (location of agency pin, shape of agency, keywords, set up agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.

Completion Criteria

CommandCentral Community subscription enabled.

ADDITIONAL FORMS

Additional Forms for CommandCentral Community are provided by SeamlessDocs. SeamlessDocs will also set up the Customer with URL information and login credentials.

Motorola Solutions Responsibilities

- Send correct order information to SeamlessDocs.

Customer Responsibilities

- Work with SeamlessDocs to accomplish onboarding tasks.
- Link SeamlessDocs portal in Community Admin page.

SeamlessDocs Responsibilities

- Onboard Customer according to normal protocols.

TRAINING

Online Training

CommandCentral training is made available to via Motorola Solutions Software Enterprise Learning Management System (LMS). This subscription service provides you with continual access to our

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library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LMS Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LMS Administrators on:
- Adding and maintaining users.
- Adding and maintaining Groups.
- Assign courses and Learning Paths.
- Running reports.

Customer Responsibilities

- Go to https://learningservices.Motorola Solutionssolutions.com and request access if you do not already have it.
- Complete LMS Administrator training.
- Advise users of the availability of the LMS.
- Add/modify users, run reports and add/modify groups.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided LMS Administrator instruction.

Panorama – A panorama is an individual instance of the Learning Management System that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LMS that are generally used to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LMS.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure Video-as-a-Service has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

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Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.

Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the handover to support and the implementation project is complete.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this Subscription Services Agreement ("Agreement") pursuant to which Customer will purchase and Motorola will sell a subscription to access the subscription services described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"Customer Data" means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

"Deliverables" means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

"Documentation" means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

"**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer, in

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connection with or relating to the Solution and Subscription Services.

"Force Majeure" which means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Licensed Product" means 1) Software, whether hosted or installed at Customer's site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

"Native Data" means data that is created solely by Customer or its agents.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

"Software" means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

"Solution" means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

"Solution Data" means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

"Statement of Work" If included, the Statement of Work ("SOW") describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

"Subscription Services" means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

"Users" means Customer's authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 **Subscription Services.** Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola ("Incorporated Document(s)"), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

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2.2 **Changes.** Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 **Non-solicitation.** During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 **Term.** Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement automatically renews annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

3.2 **Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 **Renewals.** The terms and conditions of the Agreement and will govern any renewal periods.

4. CUSTOMER OBLIGATIONS. Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1 **Access.** To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 **Customer Information.** If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 **Risk of Loss.** If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by

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Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 **Equipment Title.** Unless Customer is purchasing equipment pursuant to the terms in the Addendum entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

4.5 **Enable Users.** Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

4.6 **Non-preclusion.** If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 **Recurring Fees.** Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.1.1 **No Purchase Order Requirement.** For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

5.2 **Start Up Fees.** Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 **Fee Change.** Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

5.4 **No Price Guarantee.** Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.5 **Taxes.** The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 Licensed Products. Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

8. DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 **Customer Data.** To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9 WARRANTY

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10. DISCLAIMERS

10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 **Privacy**. Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the

protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 **Social Media**. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 **Misuse.** Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

11.1 **Liability Limit.** Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

11.2 **Additional Disclaimers.** MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE

SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 **Essential term.** The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12 DEFAULT AND TERMINATION

12.1 **Default By a Party**. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2 **Failure To Cure.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 **No Refund.** If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 **Cancellation Fee.** If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 **Return of Discount.** If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 **Return Confidential Information.** Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 **Connection Terminated.** Certain Subscription Services require a connection to Customer

systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8 **Equipment Return.** Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 **Five Year Term.** Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

13.1. **Settlement.** The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 **Litigation.** A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

14.1 **Industry Standard.** Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 **Background checks.** Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 **Customer Security Measures.** Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola

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further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

14.4 **Breach Response Plan.** Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. **Treatment of Confidential Information.** During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

15.1.2. **Ownership of Confidential Information.** The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 **Proprietary Solution.** Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. **Ownership.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 **Remedies.** Because Licensed Products contain valuable trade secrets and proprietary

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information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

16. GENERAL

16.1 **Future Regulatory Requirements.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 **Compliance with Applicable Laws.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's' prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at itsindemnify expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 **Audit.** Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 **Assignability.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.5 **Subcontracting.** Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

16.6 **Waiver.** Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the

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waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.7 **Severability.** If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.8 **Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.9 **Headings.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.10 **Governing Law.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

16.11 **Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

16.12 **Authority To Execute Agreement.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.13 **Return of Equipment.** Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. **Survival Of Terms.** The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights);; and all General provisions in Section 16.

16.15. **ENTIRE AGREEMENT.** This Agreement and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CUSTOMER **MOTOROLA SOLUTIONS, INC.**

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BILL TO ADDRESS:
Name: _____
Address: _____
Address:_____
Phone #: _____
Email:_____
Note: Invoices will be emailed to this address.

SHIP TO ADDRESS:
Name: _____
Address: _____
Address: _____
Phone #: _____

FINAL DESTINATION:
Name: _____
Address: _____
Address: _____
Phone #: _____

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists be Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

ADDENDUM
DIGITAL EVIDENCE MANAGEMENT SOLUTION

The following additional terms will apply to Subscription Services from Motorola's Digital Evidence Management Solution.

If any term in this Attachment conflicts with a term in the main body of the Agreement, this Attachment will govern.

1. DATA STORAGE. Motorola will determine, in its sole discretion, the location of the stored content for CommandCentral Vault Services. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

2. DATA RETRIEVAL. CommandCentral Services will leverage different types of storage to optimize the Subscription Services, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

3. API SUPPORT. Motorola will use commercially reasonable efforts to maintain the Application Programming Interface ("API") offered as part of the CommandCentral Services during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of a 6 month time period after new version is introduced. If support of the API is no longer a commercially reasonable option, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk to the Subscription Services or the Solution, Motorola will discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

Commercially reasonable efforts will be made to provide monthly availability of 99.9% with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal, including but not limited to a Force Majeure.

Additionally, Motorola will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	**Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.**	**Telephone conference within 1 Hour of initial voice notification**

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2	**Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.**	**Telephone conference within 3 Business Hours of initial voice notification during normal business hours**
3	**Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.**	**Telephone conference within 6 Business Hours of initial notification during normal business hours**
4	**Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.**	**Telephone conference within 2 Standard Business Days of initial notification**

5. MAINTENANCE

Scheduled maintenance of CommandCentral Solutions will be performed periodically. Motorola will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.

6. DEVICES. If Customer elects Motorola's service option for Devices, such service option will be governed by the additional terms and conditions set forth below in this Section.

6.1. For Devices to be eligible for the Device as a Service ("DaaS") offering the Devices must be on the then current firmware version. The Capture Mobile Camera feature requires the latest version of the Android or iOS operating system. Additionally, Customer's Wi-Fi network must comply with the requirements found below, Wi-Fi Network Requirements. If Customer's Wi-Fi network does not comply with these requirements Customer will be responsible for additional costs that may be incurred related to bring the Wi-Fi network into compliance.

6.2. Smart Interface Device Refresh: Customers who have chosen a 5-year Term for the DaaS offering will receive a new version of the Device 30 months from the start of the Term or as soon as a new version is available. The new version Device must be in the same family as the previously selected model. The refresh will only include the Device. Any carry holders, batteries or other accessories will not be refreshed. The Devices being refreshed must be returned to Motorola within 60 days of the refreshed devices being shipped. The customer will be invoiced for any devices not returned or returned damaged or nonfunctional. Subject to Motorola's receipt of all applicable fees for the 5-year service offering, on expiration of the 5-year term title to any covered Devices will pass to Customer.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists be Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

6.3. If Customer elects a 5-year or greater Term for the DaaS offering, Motorola will provide the equipment necessary to enable the DaaS. Accessories for the Devices will not be provided and must be purchased separately, if desired.

6.4. Content will be downloadable at any time through the administrative interface during the Term of the Agreement. During the Initial Term, Motorola may provide general assistance as Customer learns to download or store content. After the Initial Term, additional storage term or assistance with downloading of content may be available for an additional fee.

6.5 Wi-Fi Network Requirements

6.5.1 If any of the below items apply, additional deployment services fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20MBps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

6.5.2 The following are not supported:

- Wi-Fi AP's do not support 802.11AC
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists be Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

City of Saginaw

Meeting Date: 11/15/2022

Staff Contact: Russell Ragsdale
Chief of Police

Agenda Items: (4)(k)

E-mail: rragsdale@saginawpolice.org

Phone: (817)232-0311 ext 2372

SUBJECT:
MOU between Saginaw PD and EMS-ISD PD for jurisdictional issues, issuance of citations and jail services provided by Saginaw PD

BACKGROUND/DISCUSSION:
The EMS-ISD has started their own police department. With several of their campuses falling wholly within our jurisdiction, this MOU establishes jurisdictional control, mutual aid during significant events, and also allows the EMS-ISD PD to utilize the City of Saginaw jail, based on a compensation rate per arrestee.

FINANCIAL IMPACT:
The only financial impact is positive for the City of Saginaw. EMS-ISd will compensate the City of Saginaw for each and every arrest the EMS-ISD PD makes that is transported to the Saginaw City jail. Reflecting back on past years where we were contracted with EMS-ISD for SRO's, those arrests should number fewer than 15 throughout the whole school year.

RECOMMENDATION:
Staff recommends that City Council approve the MOU.

ATTACHMENTS:

Description

MOU for shared jurisdiction and jail use

MEMORANDUM of UNDERSTANDING
Between

CITY OF SAGINAW, on behalf of its POLICE DEPARTMENT

AND

EAGLE MOUNTIAN-SAGINAW INDEPENDENT SCHOOL DISTRICT, on behalf of its POLICE DEPARTMENT

This Memorandum of Understanding ("MOU") is being executed by the Eagle Mountain-Saginaw Independent School District ("EMS ISD"), on behalf of its Police Department, in conjunction with the City of Saginaw, on behalf of its Police Department, collectively referred to as the "Departments" or the "Parties." The Departments agree to abide by the terms and provisions of this MOUthroughout the duration of this MOU.

PURPOSE

The purpose of this MOU is to set out a mutual understanding of the policies and procedures the Departments will follow in providing police service to EMS ISD schools located in Saginaw, Tarrant County and/or The State of Texas. This MOU is a formal agreement to clarify jurisdiction, define parameters and areas of responsibility,and to establish a spirit of cooperation to enhance the services that both departments provide to the citizens residing within the city limits of Saginaw, Texas, in accordance with the provisions of *Texas Education Code, Section 37.081.*MISSION

The mission of this MOU is to provide better utilization of resources by the Saginaw Police Department and EMS ISD Police Department. Further, it will substantially increase cooperation between these two Departments by eliminating waste of public resources resulting in better accumulation of crime analysis data and ultimately providing the safest environment possible for the school children of EMS ISD and reducing crime in Saginaw, Texas.

TERMS OF AGREEMENT

This MOU shall be in full force and effect October 1, 2022 until October 31, 2025. This MOU may be renewed every three years upon approval by both Parties. Either Party may terminate this MOU upon giving the other Party written notice thirty (30) days prior to the date of termination.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE SAGINAW POLICE DEPARTMENT

- The Saginaw Police Department will assume primary jurisdiction and serve as the lead agency for any law enforcement action originating or ending in the Saginaw city limits except those where the incident occurs exclusively on and involving property owned, leased, rented or otherwise under the control of the EMS ISD School Board. The Saginaw Police Department will retain primary jurisdiction if any of its officers discharge a firearm, is alleged to have caused serious bodily injury or death or are the victim of an assault resulting in serious bodily injury or death.
- The Saginaw Police Department may consider any request from the EMS ISD Police Department for investigative assistance, for crimes that are, by definition of the Texas Penal Code, a 3rd degree felony or higher offense. The request will be made to the Chief of Police of the Saginaw Police Department.

- The Saginaw Police Department agrees to assist any lead agency in response to an active shooter, barricaded person, hostage incidents, bomb threats, kidnapping, or missing student incidents occurring on EMS ISD campuses.
- The Saginaw Police Department may defer jurisdiction to EMS ISD Police for offenses on EMS ISD property.
- Media requests for press releases involving police incidents where the EMS ISD Police Department has primary jurisdiction will be referred to the EMS ISD. Records that are property of the City of Saginaw may be subject to the Texas Public Information Act and will be released in accordance with city policy, subject to the requirements of Texas Education Code, Sec. 37.084(c) and the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Sec. 1232g and 34 CFR Part 99.
- The Saginaw Police Department agrees to notify the EMS ISD Police Department of any warrant service initiated by the Saginaw Police Department occurring on an EMS ISD campus except those for Class C misdemeanors or those resulting from a traffic stop initiated on a public roadway.
- The Saginaw Police Department and EMS ISD Police shall comply with Texas Education Code Sec. 37.085 and Chapter 37, Subchapter E-1.
- The Saginaw Police Department agrees to participate in the initial law enforcement response to any major police incident including an active shooter, barricaded person or hostage incident occurring on an EMS ISD property in the City of Saginaw. The Saginaw Police Department may assume initial command of these incidents until a representative from the EMS ISD Police Department is available on scene. In conjunction, the EMS ISD Police Department and Saginaw Police Department will determine the appropriate time to transition command of the incident.
- The Saginaw Police Department will respond to and assume the role of lead agency to any incident occurring on EMS ISD property within the Saginaw city limits occurring while no EMS ISD Police officer is on-duty. EMS ISD Police will be notified of the incident as soon as practicable.
- To the extent permitted by law, the Saginaw Police Department will share intelligence information it develops regarding any EMS ISD campus with the EMS ISD Police Department.
- Whenever practicable, upon request, the Saginaw Police Department will provide to the EMS ISD Police Department emergency assistance at their property within the City of Saginaw. When significant resources are required for a prolonged period of time, or a special event is planned the request should be made to the Saginaw Chief of Police or designee.
- Planned Special Events utilizing on-duty Saginaw Police Officers may require reimbursement for costs incurred to the City of Saginaw. EMS ISD shall remit reimbursement costs to the Saginaw Police Department within 30 days of receipt of an invoice for services provided.
- Neither EMS ISD Police or Saginaw Police Department shall be responsible for routine student discipline, school administrative tasks, or contact with students unrelated to the law enforcement duties of the officers. Texas Education Code, Sec. 37.081(d-2).
- The City of Saginaw shall permit the EMS ISD Police Department to utilize the City of Saginaw Jail for any adult offenders arrested by EMS ISD Police. EMS ISD shall reimburse the City of Saginaw for the costs of jail services for each inmate within 30 days of receipt of an invoice for the jail services provided. Attached here as Exhibit A and incorporated as if fully set forth herein.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE EAGLE MOUNTIAN-SAGINAW INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT:

- The EMS ISD Police Department will have primary law enforcement jurisdiction within the city limits of Saginaw involving property owned, leased, rented, or otherwise under the control

of the EMS ISD School Board ("Board").

- Media requests for press releases involving police incidents where the Saginaw Police Department has primary jurisdiction will be referred to the City of Saginaw. Records that are property of the EMS ISD are subject to the Texas Public Information Act and will be released in accordance with Board policy, subject to the requirements of FERPA and Texas Education Code, Sec. 37.084(c).
- The EMS ISD Police Department may provide traffic control, management, or enforcement that enhances the safety of their campuses on any road owned by the City where it is adjacent to an EMS ISD School campus and other roads while they are being utilized as an EMS ISD School bus stop. The EMS ISD will assume liability for any costs associated with such action. This MOU does not limit the authority of the EMS ISD Police Department's officers granted by state law.
- Any citation issued by the EMS ISD Police Department for a Class C offense occurring in the City of Saginaw will be referred to the Saginaw Municipal Court for prosecution. The EMS ISD Police Department will purchase and maintain electronic ticket writers, software, and required licenses to export citations to the Saginaw Municipal Court. The EMS ISD Police Department will be solely responsible for all costs associated with its use, connection, and exportation of citations to the Saginaw Municipal Court. The EMS ISD Police Department will establish a policy requiring its officers to attend municipal court hearings when citations issued by the EMS ISD Police Department are set for court. The EMS ISD Police Department shall not issue and refer citations to any child who is alleged to have committed a school offense to the Saginaw Municipal Court, as restricted by Section 37.143 of the Texas Education Code.
- The EMS ISD Police Department must implement and make available to the Saginaw Police Department a traffic enforcement and pursuit policy that aligns with those of the Saginaw Police Department.
- The EMS ISD Police Department will provide monthly statistics describing traffic stop locations, violations, and warning for violations within the City limits of Saginaw.
- Whenever practicable, the EMS ISD Police Department will provide the Saginaw Police Department with emergency assistance as requested. When significant resources are needed, request should be made to the EMS ISD Chief of Police or his/her designee.
- The EMS ISD Police Department agrees to notify the Saginaw Police Department of any warrant service initiated by the Department and occurring in the City of Saginaw except those for Class C misdemeanors, those resulting from a traffic stop or those occurring on property owned, leased, rented, or otherwise under the control of the Board.
- To the extent permitted by law, the EMS ISD Police Department will share intelligence information it develops regarding crime related to the City of Saginaw with the Saginaw Police Department.

ASSIGNMENT

Neither Party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this MOU without the prior written permission of the other Party to this MOU.

CITY OF SAGINAW LIABILITY

The City understands and agrees that the City, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of the EMS ISD. The City shall not be required to indemnify nor defend the EMS ISD forany liability arising out of the wrongful acts of employees or agents of the EMS ISD to the extent allowed by Texas law.

SCHOOL DISTRICT LIABILITY

The EMS ISD understands and agrees that the District, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of the City. The EMS ISD shall not be required to indemnify nor defend City for anyliability arising out of the wrongful acts of employees or agents of City to the extent allowed by Texas law.

SEVERABILITY

Nothing contained in this MOU shall waive the respective immunities of the City of Saginaw or the Eagle Mountain-Saginaw Independent School District.

The validity of this MOU and/or any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. In the event that any portion of this MOU shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

SIGNATORIES

For City of Saginaw:

_____ _____

Chief of Police — Date
Saginaw Police Department

_____ _____

City Manager — Date
City of Saginaw

For the Eagle Mountain-Saginaw Independent School District:

_____ _____

Chief of Police — Date
EMS ISD Police
Department

_____ _____

Superintendent — Date
EMS ISD

_____ _____

Board President — Date
EMS ISD

_____ _____

School Attorney — Date
EMS ISD

Exhibit A

ARTICLE 1: DETENTION SERVICES

The Saginaw Police Department (hereinafter "Department") shall provide the following necessary and appropriate services for the EMD-ISD PD to maximum extent authorized by this agreement without regard to race, religion, color, age, sex and national origin, to wit:

HOUSING AND CARE OF ARRESTEES

The Department agrees to accept and provide secure custody, care and safekeeping of arrestees from the EMS-ISD police department, in accordance with state and local law. The department will provide housing, care and meals for arrestees on the same basis as it provides for its own arrestees confined in its own detention center.

MEDICAL SERVICES

Any arrestee requesting medical services will be provided with a medical evaluation from paramedics with either the Saginaw Fire Department, MedStar, or both. The per-arrestee rate does not cover medical health care services provided outside the Department's facility, by other than facility staff, prescription drugs and treatments or surgical and dental care and does not include the costs associated with the hospitalization of an arrestee.

When it becomes necessary for an arrestee to be hospitalized, the Department shall contact EMS-ISD PD through its chief or designated representative as soon as possible to inform EMS-ISD of the fact that the arrestee has been hospitalized and the nature of the illness or injury that has required the hospitalization.

TRANSPORTATION AND OFF-SITE SECURITY

EMS-ISD PD is solely responsible for the transportation of the arrestee to and from the Department. Should an arrestee require medical services while in custody, the EMS-ISD PD will be responsible for non-ambulance transportation, and will be responsible to provide stationary guard services for an arrestee awaiting medical treatment or evaluation, or admitted to, or committed to an off-site medical facility.

ARITCLE 2: FINANCIAL PROVISIONS

PER DIEM RATE

The per diem rate for detention services under this agreement is four hundred-fifteen dollars ($415) per arrestee.

BILLING PROCEDURE

The department shall submit an itemized invoice for the services provided each month to the EMS-ISD PD. The EMS-ISD PD shall make payment to the Department within 30 days after receipt of the invoice.

Article 3: ACCEPTANCE OF ARRESTEES

COMPLIANCE WITH LAW

Nothing herein shall create any obligation upon the Department to house the EMS-ISD PD's arrestees where the housing of said arrestees will, in the opinion of the Department, raise the population of the facility above the permissible numbers of arrestees allowed by law or will, in the Department's opinion, create a condition of over crowding or create conditions which endanger the life or welfare of personnel and arrestees at the facility or result in possible violation of the constitutional rights of the arrestees housed at the facility.

Likewise, if any arrestee's behavior, medical or psychological condition or other circumstance of reasonable concern to the Department makes the arrestee unacceptable for detention in the facility, in the opinion of Departments Chief of Police, the arrestee will be denied. Furthermore, if an arrestee becomes unacceptable to continued detention based on behavior, medical or psychological condition or other circumstance of reasonable concern, the EMS-ISD PD will be requested to remove the arrestee from the facility and shall do so within eight hours upon the request.

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(l)

Staff Contact: Russell Ragsdale
Chief of Police

E-mail: rragsdale@saginawpolice.org

Phone: (817)232-0311 ext 2372

SUBJECT:
Revised SRO contract for period Oct 1st-December 31st.

BACKGROUND/DISCUSSION:
The EMS-ISD has started their own Police Department. The will be assuming the duties of SRO's previously contracted through the Saginaw Police Department. This revised SRO contract provides for reimbursement of costs associated with our officers working the period between October 1st and December 31st.

FINANCIAL IMPACT:
The EMS-ISD will be reimbursing the cost of our SRO's for the first three months of the fiscal year (Oct-Dec). This contract accounts for the full cost of our officers serving as SRO's since the summer time months are coming into play. This is different than past contracts that assumed a 50% reimbursement of our costs.

RECOMMENDATION:
Staff recommends that City Council approve the new SRO Contract

ATTACHMENTS:

Description

Revised SRO Contract

STATE OF TEXAS

COUNTY OF TARRANT

MEMORANDUM OF UNDERSTANDING

WHEREAS, Chapter 37, Education Code, authorizes school districts and local law enforcement agencies to enter into memoranda of understanding for the provision of school resource officers; and

WHEREAS, the City of Saginaw ("CITY") and the Eagle Mountain Saginaw-Independent School District ("DISTRICT") desire to enter into a memorandum of understanding (MOU) for the purpose of providing School Resource Officers to provide law enforcement services to DISTRICT by CITY, as hereinafter set out in the body of this memorandum; and

WHEREAS, DISTRICT agrees that CITY will incur additional costs in providing School Resource Officers for law enforcement purposes, and DISTRICT agrees to defray those costs as provided herein.

NOW, THEREFORE, in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, CITY and DISTRICT do hereby agree as follows:

I.

The board of trustees of the school district shall determine the law enforcement duties of School Resource Officers, which must be included in the district improvement plan, the student code of conduct, and any other campus or district document describing the role of School Resource Officers in the district, attached here as Exhibit A and incorporated as if fully set forth herein. Notwithstanding anything else in this memorandum, School Resource Officers shall perform law enforcement duties, and may not be required to perform routine student discipline or school administrative tasks or contact with students unrelated to the performance of those law enforcement duties. The Board of Trustees of DISTRICT shall coordinate with district campus behavior coordinators and other district employees to ensure that School Resource Officers provided by CITY are tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties better addressed by other DISTRICT employees.

It is understood by DISTRICT and CITY that, in the course of providing law enforcement duties, School Resource Officers may be required to employ aversive techniques as defined in Education Code Section 37.0023. However, School Resource Officers will not employ aversive techniques at the request, direction, or order, or with the authorization or consent of the DISTRICT or any DISTRICT employee, volunteer, or independent contractor, and will not employ aversive techniques for any disciplinary or administrative purpose.

II.

CITY desires to assign one police officer as a School Resource Officer to Saginaw High School, assign one officer to Highland Middle School, and one supervisor (police corporal or sergeant), said officers to serve under direction of CITY's Chief of Police ("CHIEF") or the CHIEF's designee. Said officers shall conduct police activities and investigations on the campuses of Saginaw High School, and Highland Middle School and at other property of DISTRICT as necessary to carry out said officers' duties. DISTRICT shall furnish suitable office space and telephone for the use of the School Resource Officers, but not supervisor, but CITY shall pay all other operational expenses. Nothing in this MOU shall abridge the right and responsibility of the CHIEF to assign, reassign, discipline and otherwise supervise the activities of the School Resource Officers.

Further, nothing in this MOU shall require CITY to provide continuous police presence on the campuses of Saginaw High School, and Highland Middle School during every school day when the School Resource Officers are away from the campus for court, training, administrative duties, arrest processing or other official duties as determined solely by the CHIEF.

III.

The officers assigned to Saginaw High School, and Highland Middle School campuses shall be assigned normally during the school year. During other times, said officers shall report for duty at the CITY's Police Department.

IV.

In recognition of the cost and in support of CITY's desire to assign the School Resource Officers to the above-referenced campuses, the DISTRICT agrees to pay the CITY monthly payments of $19,275.43 for services provided. CITY shall provide DISTRICT a monthly invoice which shall be paid on or before the 20th day of every month. Nothing in this MOU shall be construed as an employment agreement between the School Resource Officers and DISTRICT or CITY and the DISTRICT. Neither the School Resource Officers nor the CITY shall be DISTRICT employees, volunteers, or independent contractors, and will not act under the authorization, order, or direction of the DISTRICT or any DISTRICT employee, volunteer, or independent contractor.

V.

CITY agrees to assign four (4) school crossing guards; one at the intersection of North Old Decatur Road and Park Center Boulevard for assistance to pedestrian traffic exiting Bryson Elementary School, one at Saginaw Elementary school, one at High Country Elementary school, and one at High Country and Basswood Blvd. The CHIEF or his designee shall establish acceptable hours of availability, and ensure that the crossing guard has received state-mandated training in traffic direction and control.

VI.

The DISTRICT agrees to pay the CITY one (1) payment of $28,785.56 for school crossing guards. Both governing bodies of the respective parties find this amount to be fair compensation for services performed.

VII.

CITY shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees and DISTRICT shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither CITY nor DISTRICT shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of officers, members, agents, servants, employees, or trustees of the other. Nothing in this MOU shall waive any statutory or common-law immunity or defense of CITY or DISTRICT.

VIII.

The governing bodies of CITY and DISTRICT have approved the execution of this MOU, and the persons signing the MOU have been duly authorized by the governing bodies of the CITY and DISTRICT to sign this MOU on behalf of the governing bodies.

IX.

This MOU shall be in full force and effect from October 1, 2022 until January 1, 2023. This MOU may be extended month-to-month if the requirement for School Resource Officers remains and is approved in writing by CITY and DISTIRCT thirty (30) days prior to the date of termination. Either party may terminate this MOU by giving thirty (30) days written notice to the other party. In the event the MOU is terminated prior to the end of the term, the payments provided in Section IV and VI shall be provided to the date of termination.

X.

This MOU supersedes and shall be controlling over all other agreements governing the subject matter described herein and all other such agreements between CITY and DISTRICT are hereby terminated.

XI.

1. CONFIDENTIAL INFORMATION. DISTRICT, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by CITY as confidential and shall not disclose any such information to a third party without the prior written approval of CITY, except as required by law. CITY, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by DISTRICT as confidential and shall not disclose any such information to a third party without the prior written approval of DISTRICT, except as required by law. In carrying out its duties, CITY, and its officers, agents and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and Eagle Mountain-Saginaw ISD Board Policy FL (LEGAL) and (LOCAL), and only for purposes of provision of law enforcement services.

2. NON-DISCRIMINATION COVENANT.
   a. DISTRICT and CITY, in the execution, performance, or attempted performance of this MOU, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will DISTRICT or CITY permit its agents, employees, subcontractors, or program participants to engage in such discrimination.

   b. In addition to the above, CITY and DISTRICT covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of this MOU 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.

3. GOVERNMENTAL POWERS/IMMUNITIES. It is understood and agreed that by execution of this MOU, neither CITY nor DISTRICT waives or surrenders any of its governmental powers or immunities.

4. GOVERNING LAW / VENUE. This MOU shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this MOU, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

5. SEVERABILITY. If any provision of this MOU is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

6. HEADINGS NOT CONTROLLING. Headings and titles used in this MOU are for reference purposes only, shall not be deemed a part of this MOU, and are not intended to define or limit the scope of any provision of this MOU.

7. AMENDMENTS. No amendment of this MOU shall be binding upon a party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each party.

8. ENTIRETY OF AGREEMENT. This MOU contains the entire understanding and agreement between CITY and DISTRICT, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this MOU.

9. COUNTERPARTS. This MOU may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

10. BODY WORN CAMERAS ("BWC"). The CITY agrees to conform to all state training and use requirements and provide the DISTRICT a copy of its BWC policies and procedures for its information. The parties also agree that any such video taken by, and kept in the possession of the CITY, shall be considered "law enforcement records" and are subject to the Texas Public Information Act and will be released in accordance with city policy, subject to the requirements of Texas Education Code, Sec 37.084(c), Texas Family Code, Sec. 58.008(d), and the Family Educational Rights and Privacy Act ("FERPA").

EXECUTED this _____ day of _____, 2022 by the City of Saginaw.

CITY OF SAGINAW

By: _____
Name: _____
Title: _____

EXECUTED this _____ day of _____, 2022 by the Eagle Mountain-Saginaw Independent School District.

EAGLE MOUNTAIN-SAGINAW INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(m)

Staff Contact: Russell Ragsdale
Chief of Police

E-mail: rragsdale@saginawpolice.org

Phone: (817)232-0311 ext 2372

SUBJECT:
MOU for temporary dispatch services being provided to the City of Blue mound while they work out their contract with Sansom Park PD

BACKGROUND/DISCUSSION:
The City of Blue Mound is unable to provide basic dispatch services to their citizens due to the loss of all but one of their qualified dispatchers. This MOU will allow Saginaw PD to provide those services while the City of Blue Mound completes contract negotiations with Sansom Park PD. This MOU is for a period of three months, with the ability to extend for additional three month terms based on approval by both Saginaw and Blue Mound.

FINANCIAL IMPACT:
The MOU outlines a fee to be paid by the City of Blue Mound to the City of Saginaw while temporary dispatches are being provided. The fee is roughly $1456/wk or $5825/mo.

RECOMMENDATION:
Staff recommends the Saginaw City Council approve this MOU.

ATTACHMENTS:

Description

MOU for temporary dispatch services

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAGINAW AND THE CITY OF BLUE MOUND FOR TEMPORARY DISPATCH SERVICES

This Interlocal Agreement ("Agreement") is made pursuant to Chapter 791 of the Texas Government Code between the City of Saginaw, a home rule municipality ("Saginaw"), and the City of Blue Mound, a general law municipality ("Blue Mound") (Saginaw and Blue Mound hereinafter referred to collectively as the "Municipalities" or the "Parties").

WHEREAS, the Municipalities desire to enter into this Agreement for Saginaw to provide emergency dispatch services to Blue Mound on a temporary basis. This Agreement will provide Blue Mound residents and businesses with essential public safety services at the highest level possible in accordance with the terms and conditions set forth by this Agreement; and

WHEREAS, Saginaw has the facilities available to perform the dispatching for Blue Mound; and

WHEREAS, all payments for dispatching to be made hereunder shall be made from current revenues available to the paying party, in conformity with the provisions of the Texas Government Code, and the Municipalities have concluded that this Agreement fairly compensates the performing party for the dispatching services provided hereunder and the Municipalities believe that this Agreement is in the best interest of their citizens;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration for the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed by all parties, Saginaw and Blue Mound do hereby agree to the following:

SECTION 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copies in their entirety.

SECTION 2. **TERM:** This Agreement shall be for an initial term of three (3) months commencing on November 1, 2022 and ending on February 1, 2023, and may be extended thereafter by mutual consent of the Parties hereto, in three-month increments. Either Party may elect to terminate this Agreement, at its sole discretion, for any reason or no reason, by giving at least ten (10) days' notice to the other Party.

SECTION 3. **Services to be Provided by the City of Saginaw**: The City of Saginaw hereby agrees to provide Blue Mound the following services:

A. DISPATCH SERVICES: Saginaw will provide Emergency Dispatch Services to Blue Mound. The Dispatch Services provided by Saginaw shall include, at a minimum, the following:

1. Saginaw will dispatch all Emergency 911 Police calls for service during after hour coverage set forth by Blue Mound. These times include

Monday through Friday from 5pm to 8am and 24-hour coverage on weekends (Saturday & Sunday). Saginaw will answer and transfer all Fire/EMS calls to Tarrant County Fire Alarm during these times. Saginaw will be responsible for all employees, equipment, fees and any additional fees or necessary equipment to provide Blue Mound all standard emergency, police, fire, medical and other dispatch services for an average municipality

SECTION 4. **Services to be Provided by the City of Blue Mound**: Blue Mound hereby agrees to provide Saginaw, the following:

1. Blue Mound will provide, at its own expense, any and all communications equipment necessary for its officers to communicate with City of Saginaw Police Dispatcher on Saginaw's primary channel. If a transition to a new radio system or reprogramming is required, it will be the responsibility of Blue Mound to complete the transition.

2. Blue Mound will authorize its employees on duty to process, issue, rescind or otherwise manage warrants for Blue Mound.

3. Blue Mound will ensure that their PSAP make busy switch is activated at the beginning of Saginaw's operational coverage times each day.

4. Blue Mound will ensure their TLETS is transferred to Saginaw at the beginning of Saginaw's operational coverage times each day.

In return for and in consideration of services provided by Saginaw herein, Blue Mound agrees to pay Saginaw monthly at the Monthly Rate as stated herein below. All such payments will be paid monthly from the commencement date of this Agreement, unless otherwise subsequently agreed by both parties, in writing. Payments shall be made promptly, no later than 30 days of a receipt of a monthly invoice from the City of Saginaw for such services. In the event that the term of this Agreement would end in the middle of the fiscal year, Blue Mound shall only be responsible to make monthly payments of the Monthly Rate up to date of termination, and should the termination date fall within the middle of a month, The Monthly Rate for that month will be prorated.

Dispatch Services will be charged at half the normal hourly rate of a current Senior Saginaw Dispatcher, which is $11.84. This calculates to 123 hours a week based on the above noted schedule, totaling $1,456.32 weekly.

SECTION 5. **Venue.** This Agreement is performable in Tarrant County, Texas. Mandatory venue for any legal dispute arising as a result of or pursuant to this Agreement shall lie in Tarrant County, Texas.

SECTION 6. **Liability.** In providing dispatch services under this Agreement, each of the Parties shall be legally responsible for the conduct of their respective employees, regardless of whether such employees are performing duties at the request of or under the authority, direction, suggestion, or order of the Requesting Party. **This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different that the liability otherwise assigned under sections 791.006(a) and (b) of the Code**. Each Party hereby waives all claims against the other Party of compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Nothing herein shall be construed to be a waiver of immunity by either Party under Chapter 101 of the Texas Civil Practice and Remedies Code, the "Tort Claims Act".

SECTION 7. It is expressly agreed and understood that, in the execution of this Agreement, the Municipalities do not waive nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Municipalities do not create any obligation, express or implied other than those set forth herein and this Agreement shall not create any rights in any parties not signatory hereto.

SECTION 8. Each party to this Agreement shall comply with all applicable laws, rules and regulations, as amended, whether Federal, State, or local, in the performance of its obligations under this Agreement and shall be responsible to requiring each of its officials, members and employees, as the case may be, to comply with the such laws, rules and regulations, as they pertain to that person in such capacity.

SECTION 9. The recitals set forth above are incorporated into and constitute a part of this Agreement. This Agreement is the entire agreement of the parties hereto respecting the subject matter thereof and supersedes any and all prior or contemporaneous written or oral agreements, statements or understanding respecting that subject matter. It is stipulated and agreed that all provisions of the Agreement, including, without limitation, and general provisions, are material, and that note of the parties hereto has made or relied of any representation or express or implied warranty regarding the subject matter hereof that is not expressly set forth in this Agreement.

SECTION 10. No waiver or modification of this Agreement or any rights or obligations hereunder shall be valid or binding, unless and until it is in a writing expressly providing for such waiver or modification in clear and unequivocal terms and signed by the party or parties to be charged.

SECTION 11. Except as may be permitted under this Agreement, no party may assign any of that party's rights or delegate any of the party's duties, under this Agreement, without the prior written consent of the other party hereto.

SECTION 12. In the event that any performance by either Saginaw or Blue Mound of any of its obligations under this Agreement shall be in any way prevented, interrupted or delayed

by an act of God, acts of war, riot or civil commotion, by an act of State, by strikes, fire or flood, or by the occurrence of any other event or development beyond the control of either Saginaw or Blue Mound, Saginaw or Blue Mound, as applicable, shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence abates for the effects there of to have dissipated or for Saginaw or Blue Mound to have effected a reasonable recovery therefrom, as the case may be.

SECTION 13. If one or more provisions of this Agreement are held to be invalid and/or unenforceable in any respect, (1) the other provisions of this Agreement shall remain valid and enforceable, (2) this Agreement shall be construed as if each invalid and/or unenforceable provision had never been contained herein, (3) in lieu of each such provision, the parties here to shall thereupon amend this Agreement to add a valid and enforceable provision that, in terms and extent, is as similar as possible to that invalid and/or unenforceable provision. Upon failure or refusal to so amend, such amendment may be made by judicial reformation.

SECTION 14. The Municipalities state and certify that their mayors are lawfully and duly authorized to sign this Agreement on behalf of their respective municipalities and that any and all motions and/or resolutions necessary to extend such authority have been duly passed by vote of Saginaw and Blue Mound City Councils and are in full force and effect at the time the mayors sign this Agreement on behalf of their municipality.

WITNESS WHERE OF we have hereunto set our hands this the _____ day of November, 2022 in duplicate originals.

CITY OF SAGINAW, TEXAS

_____

Todd Flippo, Mayor

CITY OF BLUE MOUND, TEXAS

_____

Darlene Copeland, Mayor

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(n)

Staff Contact: Pedro Zambrano
Communications Manager

E-mail: pzambrano@saginawtx.org

Phone: 817-230-0336

SUBJECT:
Action regarding a Drone Show contract for the 2022 Holiday Parade and Christmas Tree Lighting

BACKGROUND/DISCUSSION:
The parade will begin at 6PM and start at the Willow Creek Elementary School and end at The Saginaw Switchyard. After the Mayor and Council will light up the Official Saginaw Christmas Tree. Flylight Drone Shows will provide a drone show depicting generic Christmas icons (Santa, Frosty the Snowman) immediately after the tree is lit up.

This will be presented to the Parks Board at their November 14, 2022 special called meeting where they will recommend or not recommend the purchase.

FINANCIAL IMPACT:
$20,000 from the Parks Donation Fund. Currently the Parks Donation Fund has an estimated amount of $130,000.

RECOMMENDATION:
This will be presented to the Parks Board at their November 14, 2022 special called meeting where they will recommend or not recommend the purchase.

ATTACHMENTS:

Description

Invoice from Flylight Drone Shows

FlyLight Drones, LLC
1605 Crescent Circle, Ste 200
Carrollton, TX 75006 US
jennifer@flylightdrones.com

Estimate

ADDRESS
Pedro Zambrano
City of Saginaw
333 W McLeroy Blvd
Saginaw, Texas 76179

ESTIMATE 1004
DATE 11/09/2022

DATE OF SHOW
12.03.22

DATE		DESCRIPTION	QTY	RATE	AMOUNT
12/03/2022	Drone Show	150 Drone Show up to 8 minutes including 4 custom animations and 4-5 stock holiday animations - discounted from $300 a drone to $133.33 a drone.	1	20,000.00	20,000.00

If you would like to move forward, we will send a contract for your review.

TOTAL **$20,000.00**

Accepted By

Accepted Date

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(o)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Purchase of Skid Loader for Drainage Department

BACKGROUND/DISCUSSION:
See attached memo for details regarding this item.

FINANCIAL IMPACT:
The financial impact will be $122,508.05. Funds in the amount of $125,000 are budgeted in the 2022-2023 Drainage Utility Department Budget, Account 14-7000-00-00, for the purchase of a skid loader.

RECOMMENDATION:
Staff recommends approval of the purchase of a skid loader from Holt in the amount of $122,508.05.

ATTACHMENTS:

Description

Memo with Proposal--Skid Loader

Memorandum

November 10, 2022

To: Randy Newsom, DPW

From: Jarred Coursey, ADPW

Subject: Recommendation to Purchase a Skid Loader

In the 2022-23 Drainage budget, one new skid loader was approved for the department. The new skid loader will replace unit 459E. Unit 459E is a 2004 model that was purchased from a rental company. This unit has started to show major signs of wear and tear.

Public Works staff has recommended and gotten quotes for a new skid loader for the Drainage Department. This new skid loader is greatly needed to continue to offer valuable services to this community and its citizens.

The funds for this new unit will come from the Capital Outlay account 14-7000-00-00. Council approved an amount of $125,000 to be spent towards the purchase of a new skid loader. Attached is a HOLT contract through SOURCEWELL with a purchase price of $122,508.05. Unit 459E will be auctioned off.

I would like to recommend to Council for their consideration and approval of the purchase of the new skid loader from HOLT in the amount of $122,508.05. I would like to get this item on the next Council agenda for Nov. 15, 2022.

DATE: Oct 04, 2022
QUOTE #:308580-01

CITY OF SAGINAW
JEFF MAYHUE

PO BOX 79070
SAGINAW, TEXAS 76179-0070

Dunn, Patrick
817.996.6348

One (1) New Caterpillar Inc Model: 299D3 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

List price machine	$131,956.00
List price attachments	$28,319.00
Sourcewell contract 032119 discount machine 21%	($27,710.76)
Sourcewell contract 032119 discount attachments 15%	($4,247.85)
Holt Caterpillar customer loyalty discount	($5,808.34)
SUB TOTAL	**$122,508.05**
TOTAL PURCHASE PRICE	**$122,508.05**

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

City of Saginaw Sourcewell member ID 129259
DATE: Oct 04, 2022QUOTE #:Quote 308580-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
299D3 CTL DCA6C	601-9699
INCLUDES:	
512-4299 299D3 COMPACT TRACK LOADER	512-4299
588-9140 CAB PACKAGE, ULTRA	588-9140
512-4414 HYDRAULICS, PERFORMANCE, (H3)	512-4414
512-4115 CONTROL, ISO, PROP, WT	512-4115
495-1671 LIGHTS, LED	495-1671
357-0240 RUBBER BELT, 2 SPD, TF IDLERS	357-0240
512-3368 ROPS, ENCLOSED WITH A/C (C3)	512-3368
465-3705 DISPLAY, ADVANCED, LCD, CAMERA	465-3705
579-8782 FAN,COOLING, DEMAND, REVERSING	579-8782
536-9738 SEAT,AIR SUSPENSION,CLOTH,HEAT	536-9738
568-4704 FILM,TWO SPEED W/HIGH FLOW XPS	568-4704

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (4)(p)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Action regarding Authorization of a Funding Interlocal Agreement for Old Decatur Road North Roadway Improvements (Construction Phase)

BACKGROUND/DISCUSSION:
The purpose of the proposed Funding Interlocal Agreement for Old Decatur Road North Roadway Improvements is for financial support of up to $300,000 from Tarrant County for this project. These funds are available through the 2006 Tarrant County Transportation Bond Program.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends the City Council authorize the Funding Interlocal Agreement for Old Decatur Road North Roadway Improvements (Construction Phase) with Tarrant County.

ATTACHMENTS:

Description

Proposed Interlocal Agreement

STATE OF TEXAS	**§**	**Funding Interlocal Agreement**
	§	**for Old Decatur Road North Roadway Improvements**
COUNTY OF TARRANT	**§**	**(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 $300,000.00 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

This project, hereinafter referred to as the "Project", will consist of the reconstruction of Old Decatur Road from asphalt to concrete and widened to five lanes at the intersection with West Bailey Boswell Road and then transitioning to three lanes for approximately 1,400 linear feet to just south of the Saginaw/Fort Worth city limit line. Other improvements will include internal storm drain and major culvert crossings, water line relocations, sanitary sewer adjustments, illumination, pavement markings and signage, and traffic signal modifications.

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, 2024 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 $300,000.00 in accordance with the reimbursement payment schedule in Attachment A. Any reimbursement request from the CITY should include: 1) a copy of the contractor's invoice; 2) a copy of the contractor's progress report or the latest project schedule; and 3) a copy of the check, certification letter, or other documentation to verify the CITY's proof of payment to the contractor.

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 -	$ 225,000.00
Fiscal year ending September 30, 2024 -	$ 75,000.00
	$ 300,000.00**

_____
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: Old Decatur Road North Roadway Improvements

Project Schedule

	Start Date	Duration (mo.)	End Date
Design:	-	-	-
ROW Acquisition:	-	-	-
Construction:	Jan-2023	12	Dec-2023

Reimbursement Payment by Phase

Design:	$0.00
ROW Acquisition:	$0.00
Construction:	$ 300,000.00
TOTAL:	$ 300,000.00*

* ***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	$0	$0	$0
2022	$0	$0	$0	$0
2023	$75,000.00	$75,000.00	$75,000.00	$75,000.00
2024	$0	$0	$0	$0

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (6)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 18172300324

SUBJECT:
Proclamation--Get United Day

BACKGROUND/DISCUSSION:
Mayor Flippo will read a proclamation in recognition of the 100th Anniversary of United Way of Tarrant County and declaring November 17th to be "Get United Day" in the City of Saginaw.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
N/A

ATTACHMENTS:

Description
Proclamation

Office of the Mayor

Proclamation

City of Saginaw

WHEREAS, the United Way of Tarrant County is celebrating 100 years of serving residents from across Tarrant County and in Saginaw this November; and

WHEREAS, United Way of Tarrant County empowers residents, volunteers, donors, businesses, governments, nonprofits, and community stakeholders to come together to not only fix problems, but to tackle the reasons the problems exist in the first place; and

WHEREAS, United Way of Tarrant County is supporting major areas of need in our communities and across the county including education and learning, financial stability, community health, and community response; and

WHEREAS, United Way of Tarrant County works to build relationships and trust alongside the communities in which it serves; and

WHEREAS, United Way of Tarrant County encourages all residents to get united to create change and build stronger communities for all by all.

BE IT THEREFORE RESOLVED that we, the **City of Saginaw**, do hereby recognize United Way of Tarrant County for supporting our communities and enriching the lives of everyone in **Saginaw** and Tarrant County.

BE IT THEREFORE RESOLVED that we, the **City of Saginaw**, do hereby congratulate United Way of Tarrant County on the occasion of their 100th Anniversary; and

NOW, THEREFORE, I, Todd Flippo, Mayor of the City of Saginaw, do hereby proclaim **November 17, 2022 "GET UNITED DAY"** in **the City of Saginaw,** and ask all residents to join in the celebration of, and commitment to, the important work to be done in our communities for the next 100 years.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the City of Saginaw, Texas to be affixed this 15th day of November, 2022.

CITY OF SAGINAW TEXAS
CORPORATE SEAL

_____

Todd Flippo, Mayor

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (7)

Staff Contact: Lee Howell
Assistant City Manager

E-mail: lhowell@saginawtx.org

Phone: 8172300325

SUBJECT:
Consideration and Action Regarding Rate Increase Request from Waste Connections for Solid Waste and Recycling Services.

BACKGROUND/DISCUSSION:
Waste Connections has requested a 5% increase for City residential and commercial trash service. Per our contract, rates can be adjusted annually to reflect changes in the Consumer Price Index (CPI) category for "All Urban Customers, Garbage and trash collection in the U.S."

Overall CPI for all goods and services rose 8.2% from September 2021 to September 2022. For the same period, CPI for urban cities garbage and trash collection rose 5.4%.

Recent past rate changes are:
2017 1.85% increase for all accounts
2018 3% increase for all accounts with a contract extension of 1 year
2019 New contract thru 10/31/24, optional 2 year extensions
2020 2% rate increase on all accounts
2021 2.97% rate increase for residential and commercial trash service

FINANCIAL IMPACT:
A 5% increase would add .65 cents per month (pre-tax) to residential bills for a monthly service fee of $13.60. With tax the total monthly bill would be $14.72. Current rates for each category of commercial dumpster and roll-off services would also increase by 5%. See exhibit "WC Proposed 5% Rate Increase".

RECOMMENDATION:
City Council Discretion.

ATTACHMENTS:

Description

Waste Connections Request
CPI Data Chart
WC Saginaw Current Rates
WC Proposed 5% Rate Increase

WASTE CONNECTIONS INC.

Connect with the Future®

October 14, 2022
City of Saginaw
Attn: Honorable Mayor and Members of Council
505 W McLeroy Blvd
Saginaw, TX 76179

RE: Annual Rate Adjustment

Dear Honorable Mayor and Members of Council,

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Saginaw. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Saginaw.

Each year we evaluate cost per our contract with the city. This year the CPI-U (All urban consumer price index) not seasonally adjusted is 5% increase year over year. This is specifically tied to the Garbage and trash collection in U.S. City Average. I have enclosed further details of these adjustments with this letter.

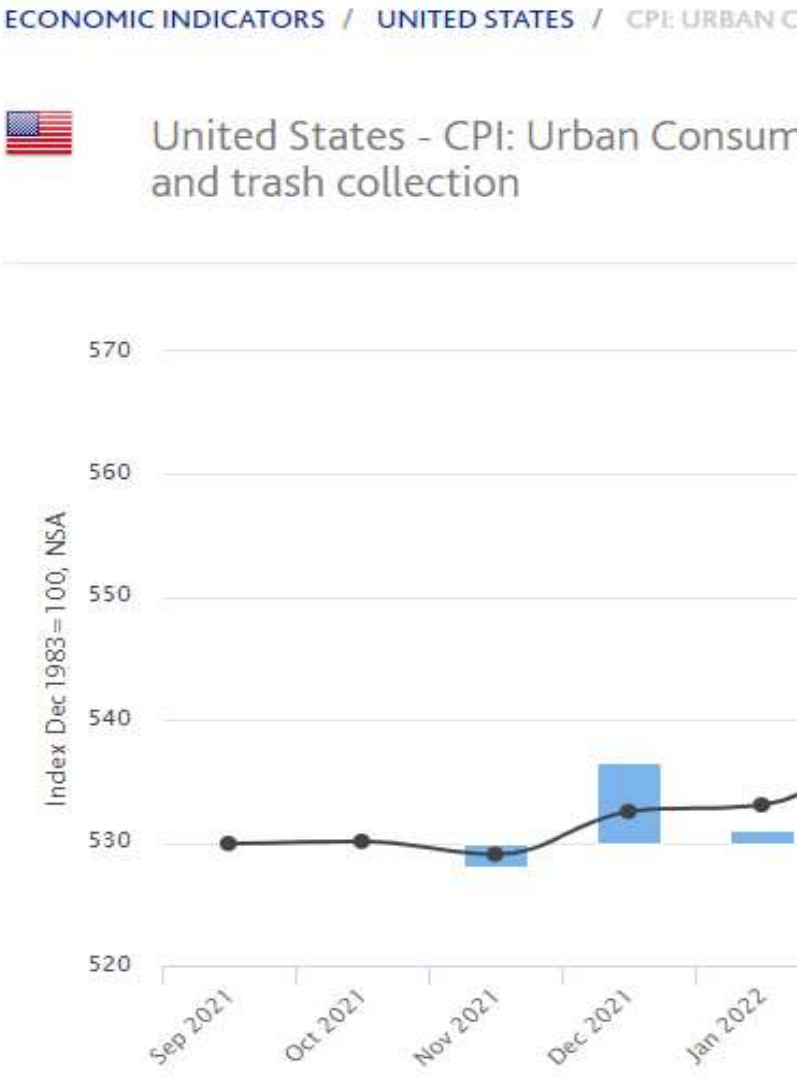
We respect that council must approve this adjustment. With City Counsels approval we would like to adjust these rates on the December billing cycle.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me on my cell at 817-223-8186

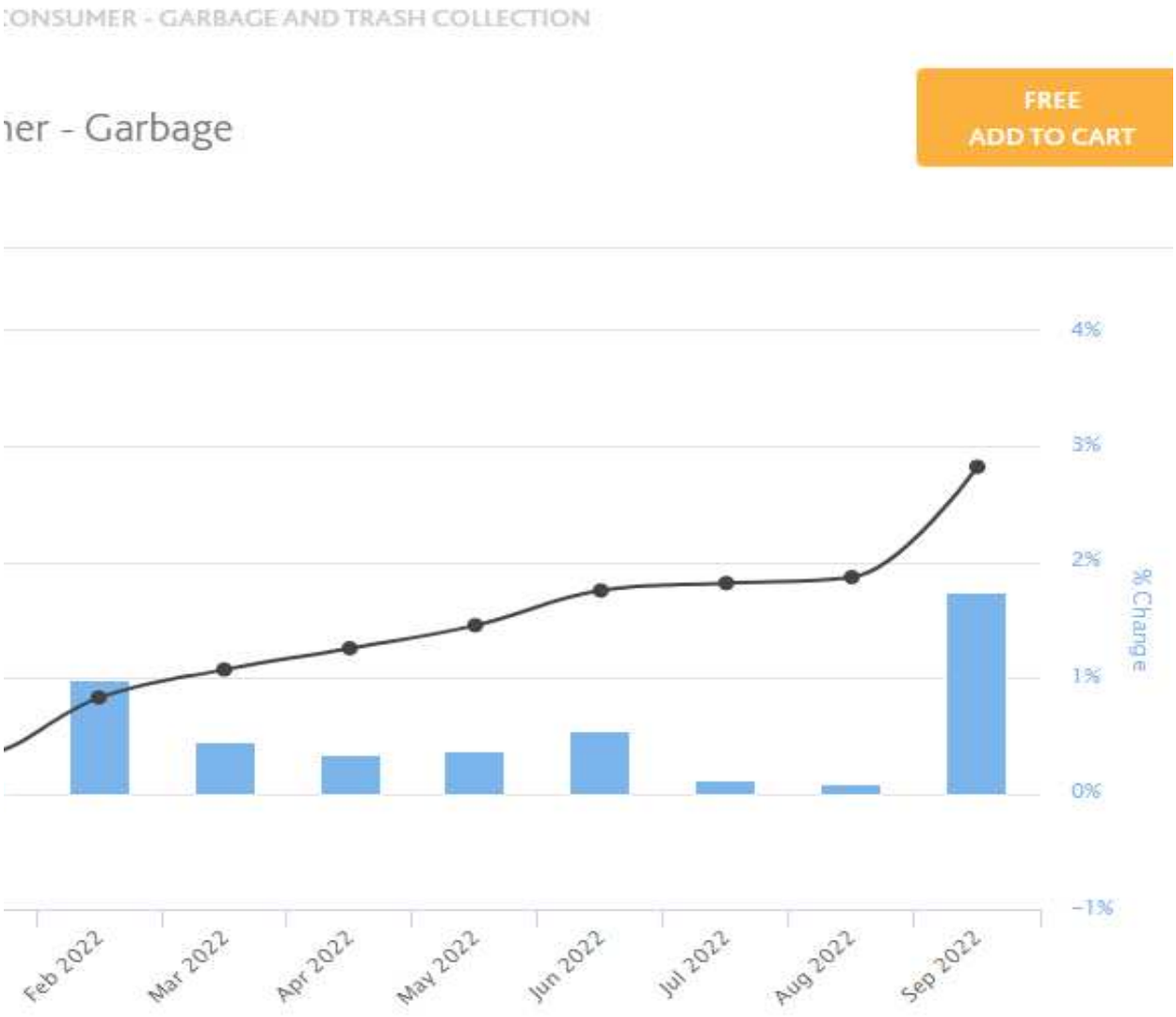
Best Regards,

Abel Moreno
District Manager
Waste Connections of TX
Abel.moreno@wasteconnections.com

https://www.economy.com/united-states/cpi-urban-consumer-garbage-and-tras



sh-collection



United States

UNITED STATES INDICATORS

- GDP
- LABOR
- TRADE
- GOVERNMENT
- MARKETS
- REAL ESTATE
- CONSUMER
- BUSINESS
- DEMOGRAPHICS

WASTE CONNECTIONS LONE STAR,INC

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Abel Moreno; District Manager

Phone: (817) 222-2221

City of Saginaw

RATE SHEET

Effective: December 2021 BILLING

RESIDENTIAL CURBSIDE COLLECTION: $12.95 per month, per residential unit

Additional Cart: N/A per month, per residential unit per each additional Cart

Additional Recycling Container: N/A per month, per residential unit per each additional Recycling Container

Senior Citizen Rate: N/A per month, per residential unit

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week 1	2	3	4	5	6	*Extra-Lifts*
95 gallon Cart		23.03					28.58
2 Cubic Yd	59.34	124.44	195.38	271.01	359.41	453.59	40.40
3 Cubic Yd	82.59	173.29	273.33	382.64	501.29	631.56	46.53
4 Cubic Yd	98.95	208.19	327.99	458.27	601.32	758.32	55.09
6 Cubic Yd	129.09	271.01	426.85	597.83	785.08	988.63	61.22
8 Cubic Yd	144.22	303.56	477.81	669.94	879.26	1,107.24	67.34

FRONT LOAD COMPACTOR RATES

6 Cubic Yd							
8 Cubic Yd							

FRONT LOAD RECYCLE RATES

6 Cubic Yd							
8 Cubic Yd							

other commercial front load fees

Containers w/Casters	**$11.71per month**	***Delivery and/or Removal Fee**	
Containers w/locks or Gates	**$4.77 per lift**	**Excahnge Fee**	$36.04

***Delivery or Removal fees are not charged during the initial start-up or termination of the agreement**

Temporary Front Load Rates

	per lift	DELIVERY	DAILY RENT	DISPOSAL			
6 Cubic Yd	140.19	59.88	1.15	n\a			

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	HAUL	DELIVERY	DAILY RENT	DISPOSAL		DRY RUNS
20 Cubic Yd	299.75	133.94	4.68	$31.90 per ton		96.03
30 Cubic Yd	299.75	133.94	4.68	$31.90 per ton		96.03
40 Cubic Yd	299.75	133.94	4.68	$31.90 per ton		96.03

ROLL OFF COMPACTOR RATE SCHEDULE

CONTAINER SIZE	HAUL	DELIVERY	DAILY RENT	DISPOSAL	WASH OUT		DRYRUNS
20 Cubic Yd	318.85	N/A	Negotiable	$31.90 per ton	$191.32		96.03
28 Cubic Yd	318.85	N/A	Negotiable	$31.90 per ton	$191.32		96.03
30 Cubic Yd	318.85	N/A	Negotiable	$31.90 per ton	$191.32		96.03
35 Cubic Yd	318.85	N/A	Negotiable	$31.90 per ton	$191.32		96.03
40 Cubic Yd	318.85	N/A	Negotiable	$31.90 per ton	$191.32		96.03
42 Cubic Yd	318.85	N/A	Negotiable	$31.90 per ton	$191.32		96.03

Franchise and Billing Fees:

Residential: 10.0%

Commercial: 8.0%

*** All rates are inclusive of all franchise and billing fees**

*** Rates do not include any Sales Tax**

*** Rates do not include any Fuel Surcharges**

WASTE CONNECTIONS LONE STAR,INC

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Abel Moreno; District Manager

Phone: (817) 222-2221

City of Saginaw

RATE SHEET

Effective: December 2022 BILLING

RESIDENTIAL CURBSIDE COLLECTION: $13.60 per month, per residential unit

Additional Cart: N/A per month, per residential unit per each additional Cart

Additional Recycling Container: N/A per month, per residential unit per each additional Recycling Container

Senior Citizen Rate: N/A per month, per residential unit

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week 1	2	3	4	5	6	Extra-Lifts
95 gallon Cart		24.18					30.01
2 Cubic Yd	62.31	130.66	205.15	284.56	377.38	479.42	42.42
3 Cubic Yd	86.72	181.95	287.00	401.77	526.35	663.14	48.86
4 Cubic Yd	103.90	218.60	344.39	481.18	631.39	796.24	57.84
6 Cubic Yd	135.54	284.56	448.19	627.72	824.33	1,038.06	64.28
8 Cubic Yd	151.43	318.74	501.70	703.44	923.22	1,162.60	70.71

FRONT LOAD COMPACTOR RATES

6 Cubic Yd							
8 Cubic Yd							

FRONT LOAD RECYCLE RATES

6 Cubic Yd							
8 Cubic Yd							

other commercial front load fees

Containers w/Casters	$12.30 per month	*Delivery and/or Removal Fee	
Containers w/locks or Gates	$5.01 per lift	Excahnge Fee	$37.84

***Delivery or Removal fees are not charged during the initial start-up or termination of the agreement**

Temporary Front Load Rates

	per lift	DELIVERY	DAILY RENT	DISPOSAL			
6 Cubic Yd	147.20	62.87	1.21	n\a			

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	HAUL	DELIVERY	DAILY RENT	DISPOSAL		DRY RUNS
20 Cubic Yd	314.74	140.64	4.91	$33.50 per ton		100.83
30 Cubic Yd	314.74	140.64	4.91	$33.50 per ton		100.83
40 Cubic Yd	314.74	140.64	4.91	$33.50 per ton		100.83

ROLL OFF COMPACTOR RATE SCHEDULE

CONTAINER SIZE	HAUL	DELIVERY	DAILY RENT	DISPOSAL	WASH OUT		DRYRUNS
20 Cubic Yd	334.79	N/A	Negotiable	$33.50 per ton	$200.89		100.83
28 Cubic Yd	334.79	N/A	Negotiable	$33.50 per ton	$200.89		100.83
30 Cubic Yd	334.79	N/A	Negotiable	$33.50 per ton	$200.89		100.83
35 Cubic Yd	334.79	N/A	Negotiable	$33.50 per ton	$200.89		100.83
40 Cubic Yd	334.79	N/A	Negotiable	$33.50 per ton	$200.89		100.83
42 Cubic Yd	334.79	N/A	Negotiable	$33.50 per ton	$200.89		100.83

Franchise and Billing Fees:

Residential: 10.0%

Commercial: 8.0%

*** All rates are inclusive of all franchise and billing fees**

*** Rates do not include any Sales Tax**

*** Rates do not include any Fuel Surcharges**

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (8)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Consideration and Action regarding Ordinance No. 2022-27, Amending the Residential Trash and Recycle Rate; and Amending the Deposit Amount for the Rental of the Community Center

BACKGROUND/DISCUSSION:
This item is in conjunction with Item No. 6. The residential trash and recycle rate is included on the Master Fee Schedule. It will need to be amended to reflect the new rate if approved during Item No. 6.

Also included in this fee schedule amendment is the increase in the deposit amount for the Community Center. This increase was inadvertently left out of the fee schedule amendment approved in September. The deposit amount for rental of the Recreation Center was included but not the Community Center. This fee schedule amendment will make the deposit amounts uniform for rentals at both facilities ($150 deposit for a 1-6 hour rental, and $250 deposit for a 7+ hour rental).

Ordinance No. 2022-27 amends the Master Fee Schedule to reflect the increased residential trash and recycle rate as well as the increased deposit fees for rental of the Community Center.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description
Proposed Ordinance 2022-27
Proposed Amended Pages

ORDINANCE NO. 2022-27

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS AMENDING THE MASTER SCHEDULE OF FEES ESTABLISHED BY ORDINANCE NO. 2010-14, AS AMENDED, AMENDING THE FEES FOR RESIDENTIAL TRASH AND RECYCLE RATE, AND AMENDING THE DEPOSIT AMOUNT FOR RENTAL OF THE COMMUNITY CENTER; 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, the City has heretofore adopted a Master Schedule of Fees for City services and permit applications; and

WHEREAS, the City desires to amend the Master Schedule of Fees to amend the fee for residential trash and recycle services, and amend the deposit amount for rental of the Community Center in order to reflect the administrative costs incurred by the City to perform the function associated with these applications.

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

SECTION 1.

That the Master Schedule of Fees established pursuant to Ordinance No. 2010-14, as amended, is hereby amended by amending the fee for residential trash and recycle services, and amending the deposit amount for rental of the Community Center, in order to reflect the administrative costs incurred by the City to perform the function associated with this application. The new fees are set forth in the attached and incorporated Exhibit "A", hereto.

SECTION 2.

The City Secretary is hereby directed to revise the Master Schedule of Fees in accordance with the above-referenced revision. A revised Master Schedule of Fees shall be kept on file with the office of the City Secretary.

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.

PASSED AND APPROVED THIS 15TH DAY OF NOVEMBER, 2022.

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM:

_____
Bryn Meredith, City Attorney

CITY OF SAGINAW FEE SCHEDULE

ADMINISTRATIVE			
Copies	$	0.20	per copy
Garage Sale Permit	$	10.00	per sale, includes 3 signs
Garage Sale Replacement Signs	$	1.00	each for re-scheduled sale
Solicitor's Permit	$	100.00	per year, plus $10 for each agent/employee
Public Record Requests			
Standard Paper Copy	$	0.10	per page (8-1/2 x 14 or smaller)
Non-standard Paper Copy	$	0.50	per page (larger than 8-1/2 x 14)
			Paper printed on both sides counts as 2 copies
Diskette 3-1/2 x 5-1/2	$	1.00	each
Tape cartridge (1.2 GB)	$	43.00	each
Audio Cassette	$	1.00	each
Other formats		Actual Cost	
Programming personnel	$	32.50	per hour
Other personnel	$	15.00	per hour
Overhead charge	20% of personnel charge		
Computer Resource Charge-Midsize	$	1.50	per minute
Computer Resource Charge-PCorLAN	$	1.00	per hour
Miscellaneous Supplies		Actual Cost	
Postage & Shipping Charge		Actual Cost	
Other costs		Actual Cost	
Outscourced or Contracted Services		Actual Cost	
Alcoholic Beverages			
Wine & Beer Retailers Off-Premise Permit	$	30.00	per year
Mixed Beverage Permit	$	375.00	per year after 3 yr period following initial issuance
Alcohol Sales Setback Variance Application	$	100.00	
Trash			
Residential Trash & Recycle Rate	$	13.60	plus tax, per month per residence

CITY OF SAGINAW FEE SCHEDULE

Indoor Facilities			
Recreation Center	$	150.00	Deposit for 1-6 hour rental, per rental
	$	250.00	Deposit for 7+ hour rental, per rental
	$	15.00	per hour for Rental Attendant after business hours only
	$	25.00	per hour for Rental Attendant on holidays only
	$	60.00	per hour for 2 Rooms for Saginaw Resident
	$	90.00	per hour for 2 Rooms for Non-Resident
	$	100.00	per hour for Full Court Gymnasium for Saginaw Res.
	$	110.00	per hour for Full Court Gynmnasium for Non-Resident
	$	40.00	per hour for Gym Stage for Resident
	$	60.00	per hour for Gym Stage for Non-Resident
Community Center	$	150.00	Deposit for 1-6 hour rental, per rental
	$	250.00	Deposit for 7+ hour rental, per rental
	$	15.00	per hour for Rental Attendant after business hours only
	$	25.00	per hour for Rental Attendant on holidays only
	$	40.00	per hour for Saginaw Resident
	$	85.00	per hour for Non-Resident

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (9)

Staff Contact: Lee Howell
Assistant City Manager

E-mail: lhowell@saginawtx.org

Phone: 8172300325

SUBJECT:
Library/Senior Center Design Update

BACKGROUND/DISCUSSION:
There will be an update on the Library/Senior Center Design.

FINANCIAL IMPACT:
N/A

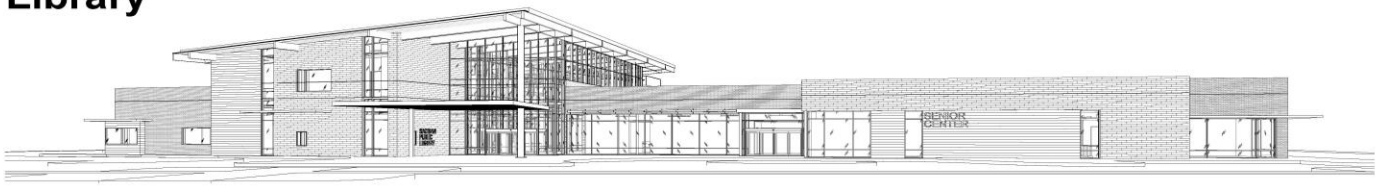
RECOMMENDATION:
N/A

ATTACHMENTS:

Description

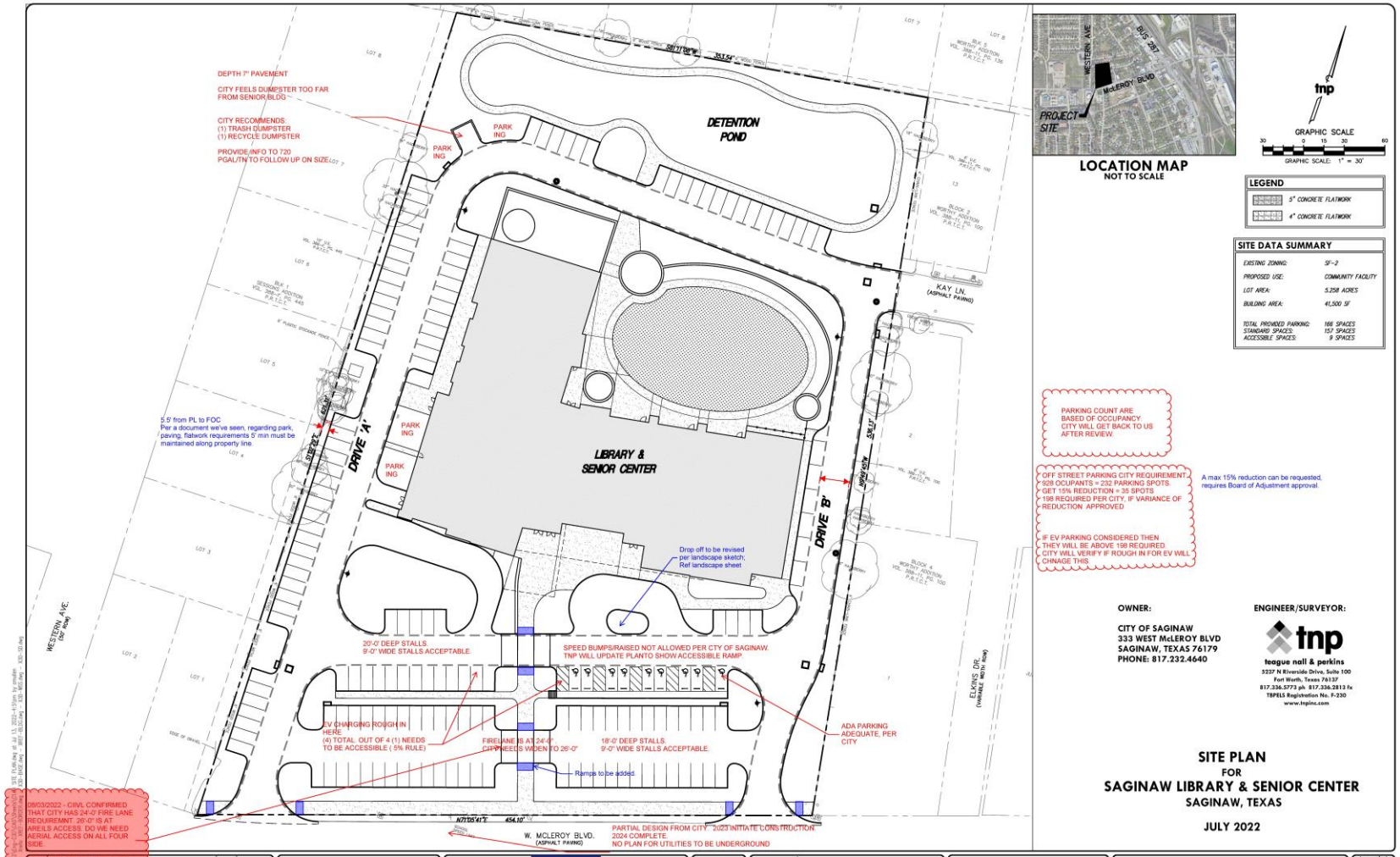
Senior Center Library Update Sept 2022

City of Saginaw Public Library
and Senior Center
1005702.00
320 W McLeroy Blvd,
Saginaw, TX 76179



Saginaw Senior Center & Library Update

2021 BOND PROGRAM



LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE
30 0 15 30 60
GRAPHIC SCALE: 1" = 30'

LEGEND

	5" CONCRETE FLATWORK
	4" CONCRETE FLATWORK

SITE DATA SUMMARY

EXISTING ZONING:	SF-2
PROPOSED USE:	COMMUNITY FACILITY
LOT AREA:	5.258 ACRES
BUILDING AREA:	41,500 SF
TOTAL PROVIDED PARKING:	186 SPACES
STANDARD SPACES:	157 SPACES
ACCESSIBLE SPACES:	9 SPACES

PARKING COUNT ARE BASED OF OCCUPANCY. CITY WILL GET BACK TO US AFTER REVIEW.

OFF STREET PARKING CITY REQUIREMENT: 928 OCUPANTS = 232 PARKING SPOTS. GET 15% REDUCTION = 35 SPOTS 198 REQUIRED PER CITY. IF VARIANCE OF REDUCTION APPROVED

IF EV PARKING CONSIDERED THEN THEY WILL BE ABOVE 198 REQUIRED. CITY WILL VERIFY IF ROUGH IN FOR EV WILL CHNAGE THIS.

A max 15% reduction can be requested, requires Board of Adjustment approval.

OWNER:
CITY OF SAGINAW
333 WEST McLEROY BLVD
SAGINAW, TEXAS 76179
PHONE: 817.232.4640

ENGINEER/SURVEYOR:
tnp
teague nall & perkins
5237 N Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPELS Registration No. F-230
www.tnpinc.com

SITE PLAN
FOR
SAGINAW LIBRARY & SENIOR CENTER
SAGINAW, TEXAS

JULY 2022

Section 503.2.1; change to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and *approved* signs are installed and maintained indicating the established vertical clearance when approved.

Section 503.2.2: change to read as follows:

teague nall and perkins, inc 5237 N. Riverside Drive, Suite 100 Fort Worth, Texas 76137	SAGINAW TEXAS	scale horiz 1" = 30' vert N/A date JULY 2022	tnp	This document is for interim review and is not intended for construction, bidding or permit purposes. AMANDA W. McLLEN P.E. Date: JULY 2022 Tx. Reg. # 123232	City of Saginaw, Texas Construction Plans for Public Library and Senior Center SITE PLAN	tnp project PGA21442 sheet C1.04

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333 West McLeroy Boulevard
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F 817 232 4644

ARCHITECT

PGAL

PGAL, Inc.
14135 Midway Rd.
Suite G-200
Addison, TX 75001
T 972 871 2225
www.pgal.com

CONSULTANT

tnp
teague nall & perkins
5237 N Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPELS: ENGR F-230;
SURV 10011600, 10011601,
10194381
GBPE: PEF007431; TBAE: BR 2673
www.tnpinc.com

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INTERIM REVIEW

DRAWING HISTORY

NO	DATE	DESCRIPTION
1	07/18/2022	60% Design Development

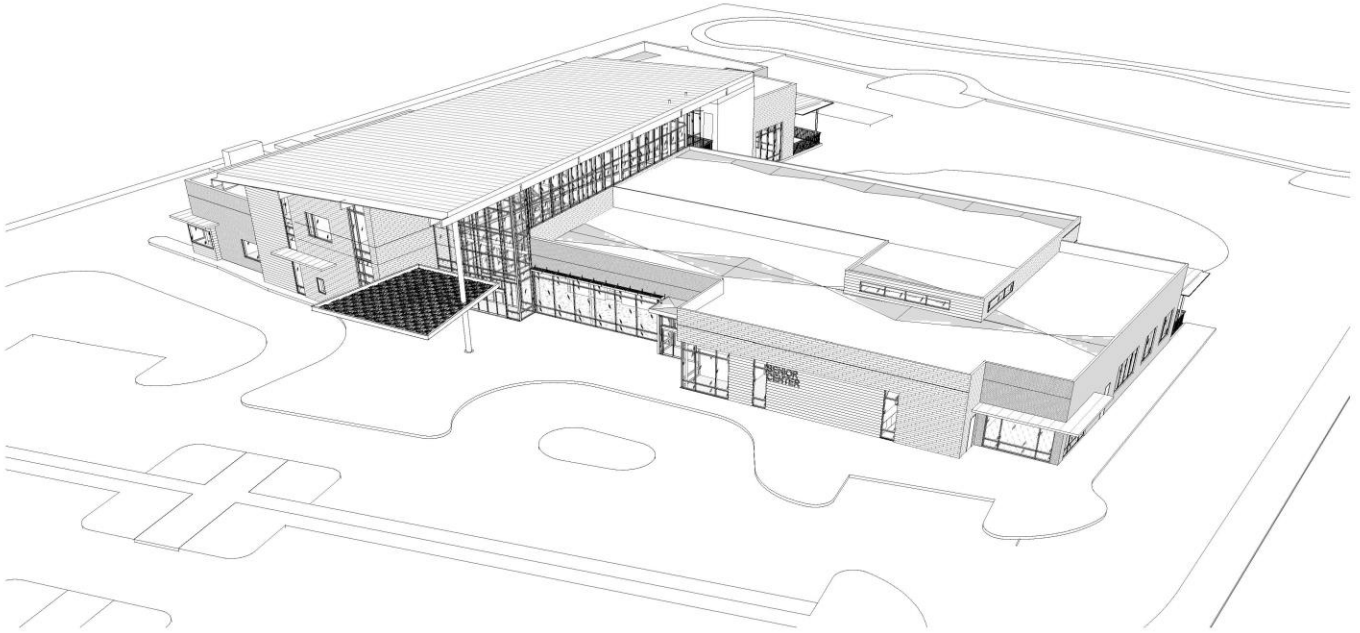
PROJECT NAME
Public Library and Senior Center

PROJECT LOCATION
320 W McLeroy Blvd,
Saginaw, TX 76179

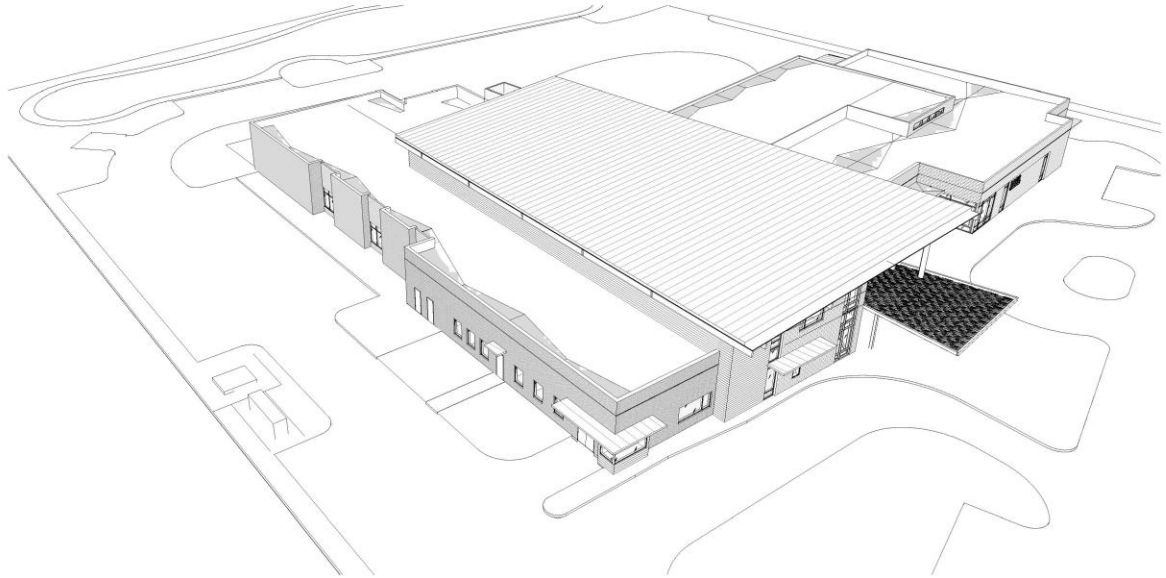
PROJECT NUMBER
1005702.00

SHEET TITLE
SITE PLAN

SHEET NUMBER
C1.04



ARIAL VIEW SE 1



ARIAL VIEW SW 2

DISCLAIMER: 3D AXONOMETRIC VIEWS FOR OVERALL PROJECT REFERENCE ONLY AND NOT FOR CONSTRUCTION PURPOSES, REFER TO 2D PLANS, SECTIONS, ELEVATIONS AND DETAILS FOR MORE INFORMATION

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DRAWING HISTORY

NO.	DATE	DESCRIPTION
1	01/20/2022	Schematic Design
2	05/20/2022	Schematic Design Revisions
3	07/19/2022	50% Design Development

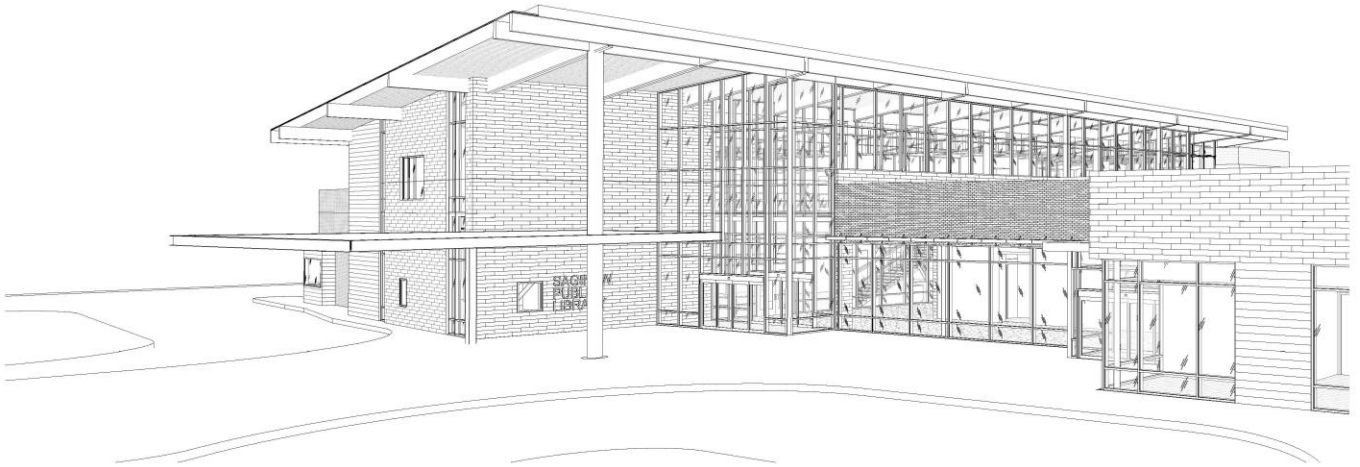
PROJECT NAME
City of Saginaw Public Library and Senior Center

PROJECT LOCATION
320 W McLeroy Blvd, Saginaw, TX 76179

PROJECT NUMBER
1005702.00

SHEET TITLE
3D PERSPECTIVES

SHEET NUMBER
A0.70



BUILDING ENTRANCE 2



NORTH LAWN VIEW 1

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DRAWING HISTORY

NO.	DATE	DESCRIPTION
1	2022/05/23	Schematic Design
2	2022/06/24	Schematic Design Revisions
3	2022/07/19	50% Design Development

PROJECT NAME

City of Saginaw Public Library and Senior Center

PROJECT LOCATION

320 W McLeroy Blvd,
Saginaw, TX 76179

PROJECT NUMBER

1005702.00

SHEET TITLE

3D PERSPECTIVES

SHEET NUMBER

A0.71

FILE NAME: C:\@Revit Local\A-SPL-SC-R22 (5).rvt
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GENERAL PLAN NOTES

1. ROOM AND DOOR REFERENCE NUMBERS ARE FOR CONSTRUCTION COORDINATION ONLY. CONTRACTOR SHALL COORDINATE WITH OWNER FOR FINAL ROOM & DOOR IDENTIFICATION.
2. DO NOT SCALE DIMENSIONS FROM DRAWINGS. ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONALS VIA REQUEST FOR INFORMATION (RFI).
3. ALL DIMENSIONS ARE TO FACE OF STUD, GRID LINES AND FACE OF MASONRY / INFILL WALL U.N.O. ALL DIMENSIONS TO EXISTING WALLS ARE TO FACE OF WALL ASSEMBLY U.N.O.
4. ALL 36" WIDE INTERIOR SWING DOORS SHALL BE LOCATED 6" FROM CENTER OF DOOR TO PERPENDICULAR SURFACE OF ADJACENT WALL AT DOOR JAMB U.N.O.
5. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
6. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION BEFORE EXECUTION OF WORK.
7. REFER TO WALL TYPE SCHEDULE FOR ADDITIONAL INFORMATION.
8. ALL SHAFTS PENETRATING SLAB SHALL BE RATED 2HR.
9. CONTRACTOR SHALL FIELD COORDINATE LOCATION, SIZE AND TYPE OF BLOCKING FOR INSTALLATION OF SIGNAGE, PLUMBING FIXTURES, MILLWORK, ETC. ALL CONCEALED WOOD SHALL BE FIRE RETARDANT TREATED (F.R.T.).
10. PROVIDE BLKWALL REINFORCEMENT FOR ALL WALL MOUNTED FURNITURE AND EQUIPMENT AS REQUIRED.

PLAN GRAPHICS LEGEND

INDICATES 1/4" PER FOOT SLOPE TO DRAIN AT ROOF

INDICATES SCOPE OF WORK TO BE INCLUDED IN THIS PERMIT

INDICATES SCOPE OF WORK TO BE INCLUDED IN FUTURE FIT OUT UNDER SEPARATE PERMIT

KEYNOTE LEGEND

NOTE: KEYNOTE NUMBERING IS FOR ORGANIZATIONAL PURPOSES ONLY AND NOT INTENDED TO REFERENCE A SPECIFIC CSI DIVISION

NUMBER	DESCRIPTION

OVERALL GROUND LEVEL FLOOR PLAN 1/32" = 1'-0" (2)

PLAN NORTH TRUE NORTH

CLIENT

City of Saginaw

333 McLeroy Boulevard
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F 817.232.4644

ARCHITECT

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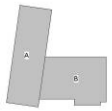
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DRAWING HISTORY

NO.	DATE	DESCRIPTION
1	20220503	Schematic Design
2	20220504	Schematic Design Revisions
3	20220715	50% Design Development



KEYPLAN

PROJECT NAME

City of Saginaw Public Library and Senior Center

PROJECT LOCATION

320 W McLeroy Blvd, Saginaw, TX 76179

PROJECT NUMBER

1005702.00

SHEET TITLE

OVERALL FLOOR PLAN - LEVEL 1

SHEET NUMBER

A2.01

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GENERAL FINISH NOTES

1. DO NOT SCALE DIMENSIONS FROM DRAWINGS. ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONAL(S) VIA REQUEST FOR INFORMATION (RFI).
2. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION BEFORE EXECUTION OF WORK.
3. CONTRACTOR SHALL FIELD COORDINATE LOCATION, SIZE AND TYPE OF BLOCKING FOR INSTALLATION OF SIGNAGE, PLUMBING FIXTURES, MILLWORK, ETC. ALL CONCEALED WOOD SHALL BE FIRE RETARDANT TREATED (F.R.T.).
4. PROVIDE BLKHLL REINFORCEMENT FOR ALL WALL MOUNTED FURNITURE AND EQUIPMENT AS REQUIRED.

PLAN GRAPHICS LEGEND

ROOM NAME
ROOM NUMBER

WALLS
BASE
FLOOR

ROOM FINISHES UNLESS NOTED OTHERWISE

ACT = ACOUSTICAL CEILING TILE
CP = CARPET
CG = CORNER GUARD
C = ARCHITECTURAL CONCRETE
FRP = FIBER REINFORCED PLASTIC
GBC = GYPSUM BOARD CEILING
GL = IRRITEABLE GLASS BOARD
LVT = LUXURY VINYL TILE
MTL = METAL
N/A = NOT APPLICABLE
OPEN = NO CEILING AT THIS LEVEL
PC = POLISHED CONCRETE
PL = PLASTIC LAMINATE
PT = PAINT
RB = RUBBER BASE
RF = RUBBER FLOOR
RS = ROLLER SHADES
SC = SEALED CONCRETE
SF = SHEET FLOORING
SS = SOLID SURFACE
SST = STAINLESS STEEL
STR = OPEN TO PAINTED STRUCTURE
T = TILE (PORCELAIN)
TB = TILE BASE (PORCELAIN)
WD = WOOD BASE
WD = WOOD
WO = WALK-OFF CARPET TILE
WP = WALL PROTECTION

KEYNOTE LEGEND

NOTE: KEYNOTE NUMBERING IS FOR ORGANIZATIONAL PURPOSES ONLY AND NOT INTENDED TO REFERENCE A SPECIFIC CSI DIVISION

NUMBER	DESCRIPTION



OVERALL FINISH FLOOR PLAN 1/32" = 1'-0" (1)

PLAN NORTH TRUE NORTH

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City of Saginaw

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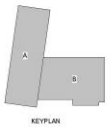
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DRAWING HISTORY

No.	DATE	DESCRIPTION
1	05/20/2022	Schematic Design
2	06/24/2022	Schematic Design Revisions
3	07/20/2022	50% Design Development



KEYPLAN

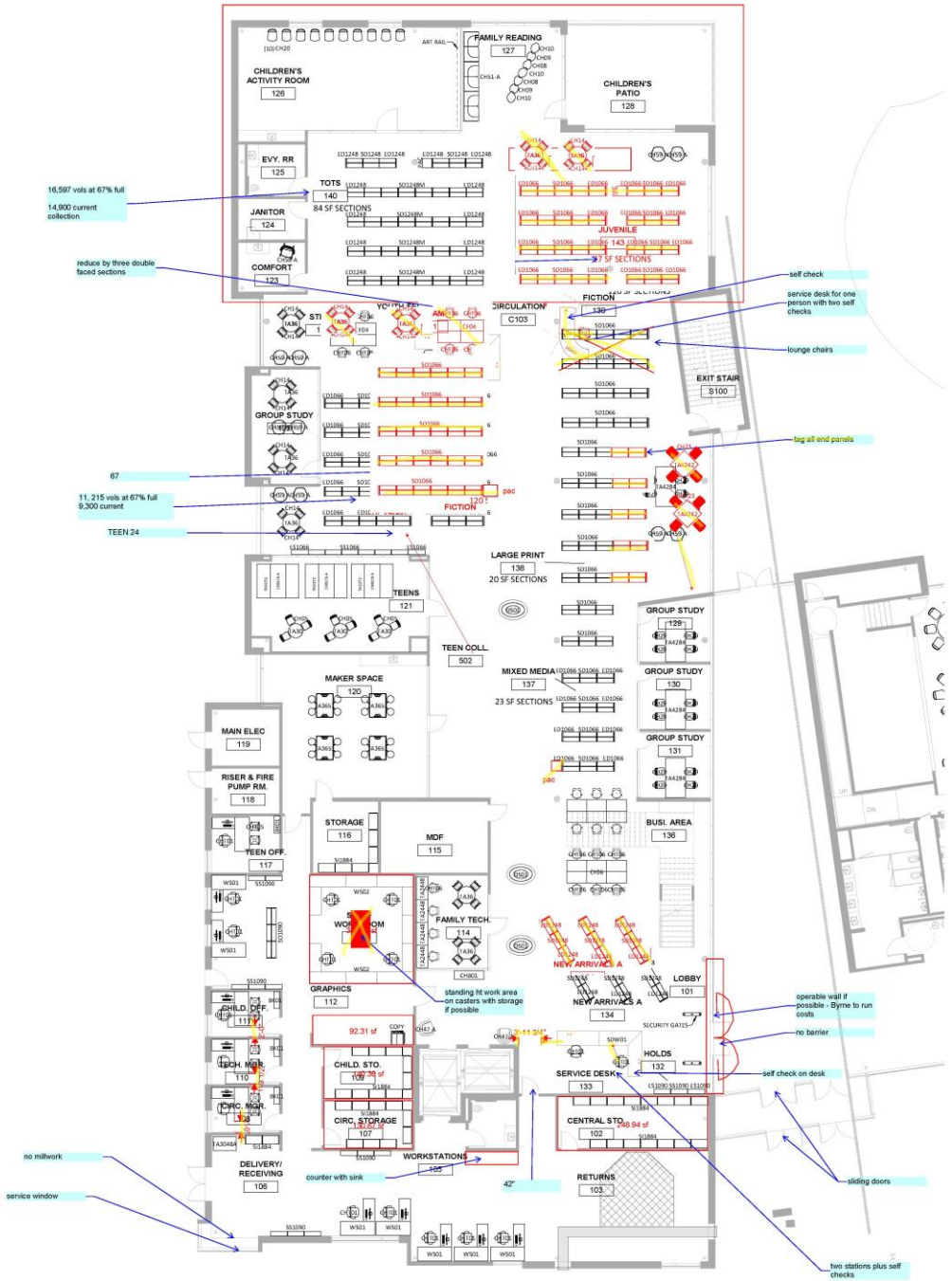
PROJECT NAME
City of Saginaw Public Library and Senior Center

PROJECT LOCATION
320 W McLeroy Blvd, Saginaw, TX 76179

PROJECT NUMBER
1005702.00

SHEET TITLE
OVERALL FINISH PLAN - LEVEL 1

SHEET NUMBER
A2.11



1 FIRST FLOOR FURNITURE PLAN
1/8" = 1'-0"

CLIENT

SAGINAW LIBRARY

ARCHITECT

PGAL, Inc.
14135 Midway Rd.
Suite G-200
Addison, TX 75001
P 972 871 2225
T 972 871 2228
www.pgal.com

CONSULTANT

720 Design
9003 Oaklath Lane
Dallas, TX 75243
T 214 770 2320
www.720design.net

REGISTRATION

INTERIM REVIEW
THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW UNDER THE AUTHORITY OF
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NOT FOR REGULATORY APPROVAL, BIDDING, PERMIT, OR CONSTRUCTION PURPOSES.

DRAWING HISTORY

NO.	DATE	DESCRIPTION
	07/13/2022	90% DD

PROJECT NAME

City of Saginaw Public Library and Senior Center

PROJECT LOCATION

320 W McLeroy Blvd,
Saginaw, TX 76179

PROJECT NUMBER

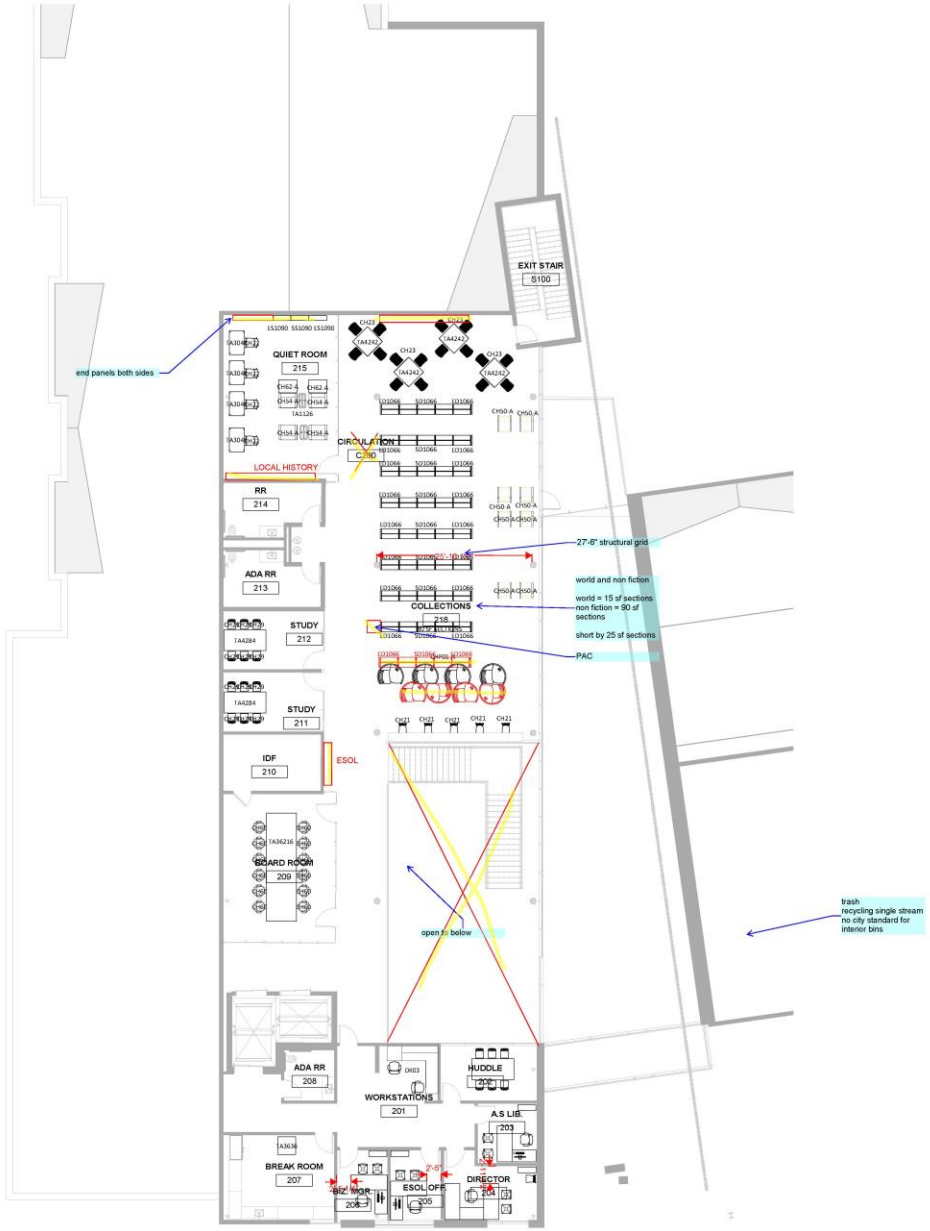
1005702.00

SHEET TITLE

FIRST LEVEL LIBRARY FURNITURE PLAN

SHEET NUMBER

I2.01



1 SECOND FLOOR FURNITURE PLAN
1/8" = 1'-0"

CLIENT

SAGINAW LIBRARY

ARCHITECT

PGAL, Inc.
14135 Midway Rd.
Suite G-200
Addison, TX 75001
P 972 871 2225
T 972 871 2228
www.pgal.com

CONSULTANT

720 Design
9003 Oakpath Lane
Dallas, TX 75243
T 214 770 2320
www.720design.net

REGISTRATION

INTERIM REVIEW
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DRAWING HISTORY

NO.	DATE	DESCRIPTION
	30/12/2022	90% DD

PROJECT NAME

City of Saginaw Public Library and Senior Center

PROJECT LOCATION

320 W McLeroy Blvd,
Saginaw, TX 76179

PROJECT NUMBER

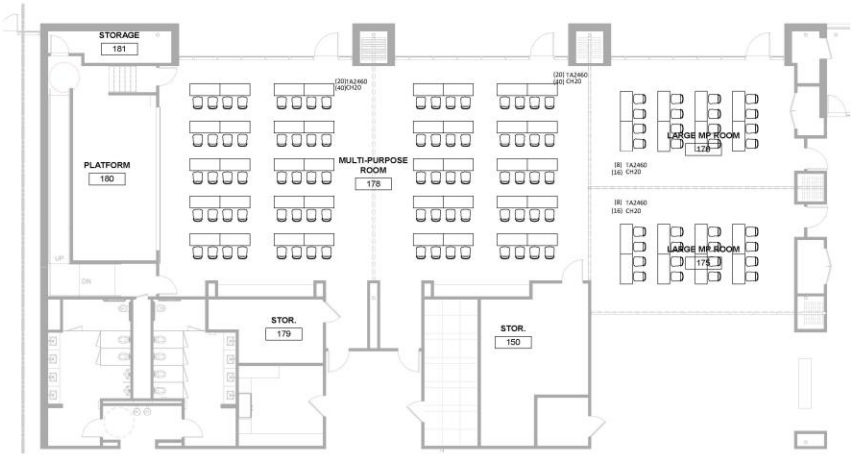
1005702.00

SHEET TITLE

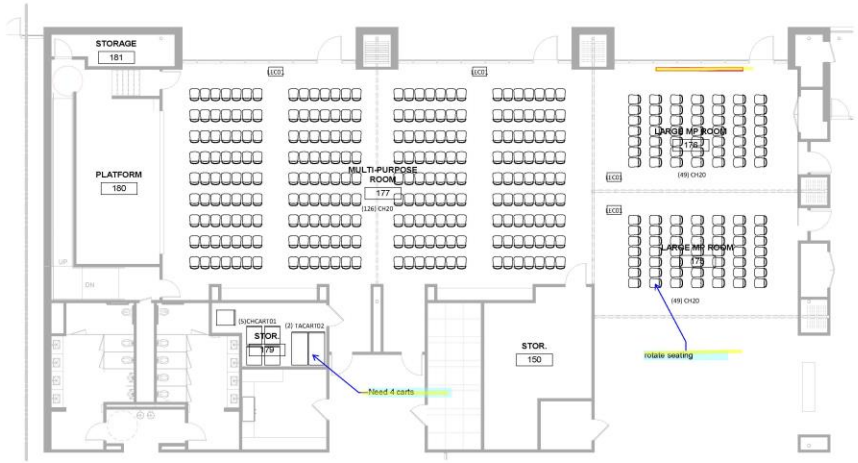
SECOND LEVEL LIBRARY FURNITURE PLAN

SHEET NUMBER

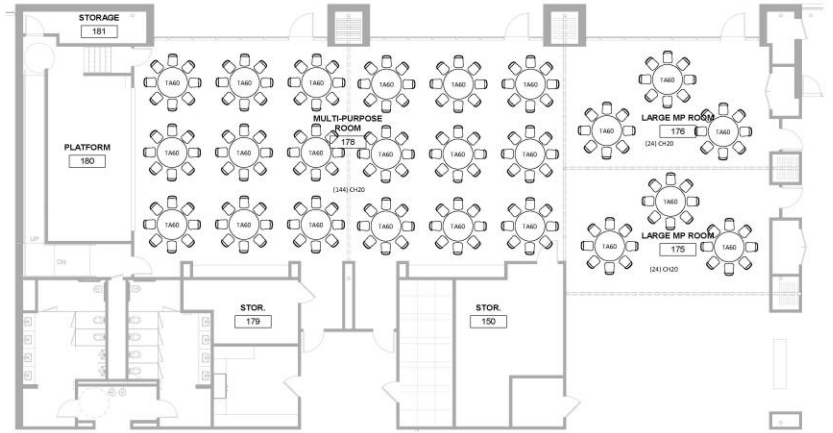
I2.02



2 MULTIPURPOSE TRAINING & LECTURE LAYOUT
1/8" = 1'-0"



3 MULTIPURPOSE LECTURE LAYOUT
1/8" = 1'-0"



1 MULTIPURPOSE - BANQUET LAYOUT
1/8" = 1'-0"

CLIENT

SAGINAW LIBRARY

ARCHITECT

PGAL, Inc.
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REGISTRATION

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DRAWING HISTORY

NO	DATE	DESCRIPTION
	07/13/2022	90% DD

PROJECT NAME

City of Saginaw Public Library and Senior Center

PROJECT LOCATION

320 W McLeroy Blvd,
Saginaw, TX 76179

PROJECT NUMBER

1005702.00

SHEET TITLE

MULTIPURPOSE FURNITURE LAYOUTS

SHEET NUMBER

I2.03

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (10)

Staff Contact: Susy Victor-Trevino
Planning Manager

E-mail: svictor@saginawtx.org

Phone: 817-230-0440

SUBJECT:
Consideration and Action regarding Recommendation from Planning & Zoning Commission regarding Final Plat (Conveyance Plat) for Lots 3 & 4, Block 1, The Square,Benjamin Thomas Survey,Abstract 1497, City of Saginaw, Tarrant County, Texas

BACKGROUND/DISCUSSION:
See memo from Planning Manager Victor-Trevino in the attachments. The Planning and Zoning Commission considered this item at their November 8th meeting and voted to recommend approval to the City Council.

A hard copy of the proposed plat will be available at the meeting.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
The Planing & Zoning Commission voted to recommend approval of the final plat

ATTACHMENTS:

Description

Memo with Conveyance Plat
P&Z Minutes, 11-08-2022

City of Saginaw
Planning and Zoning

Conveyance Plat for Lots 3&4, Block 1, The Square

Date: November 8, 2022

To: Chairman and Members of the Planning and Zoning Commission

From: Rick Trice

Subject: Consideration and Action regarding Approval of a Final Plat (Conveyance Plat) Lots 3 & 4, Block 1 The Square, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas

---

Background/Discussion:

On April 16, 2019, City Council approved the Planned Development (PD) for The Square development. The Development Plan approved in the PD included Lots 3 and 4 that were approved as PD Multi-Family (MF-2). On May 19, 2020, the City Council approved a Preliminary Plat for The Square.

Lots 3 and 4 are under contract with a multi-family developer. In order to close on the property, the seller of the property has requested that the property be platted. In order to facilitate the closing, the proposed Final Plat has been prepared.

Final development plans have not been prepared for the lots. The development plans will require additional easements that are not shown on the conveyance plat. A condition has been stipulated on the plat that the property will be required to re-plat before building permits may be issued. This will allow easements and other platting requirements to be met. **The final plat, as proposed, is solely for the purposes of conveying the property.**

The following statement has been placed as note 7 on the plat: "7. This plat does not constitute a plan for development and is done solely for the purposes of conveying title to the subject property. Accordingly, the owners of this property, including on behalf of their heirs and assigns, agree that no building permits may be issued to develop the property subject to this plat until the property is subsequently replatted. This note shall constitute a binding agreement with the City of Saginaw."

If you have any questions, please let me know.

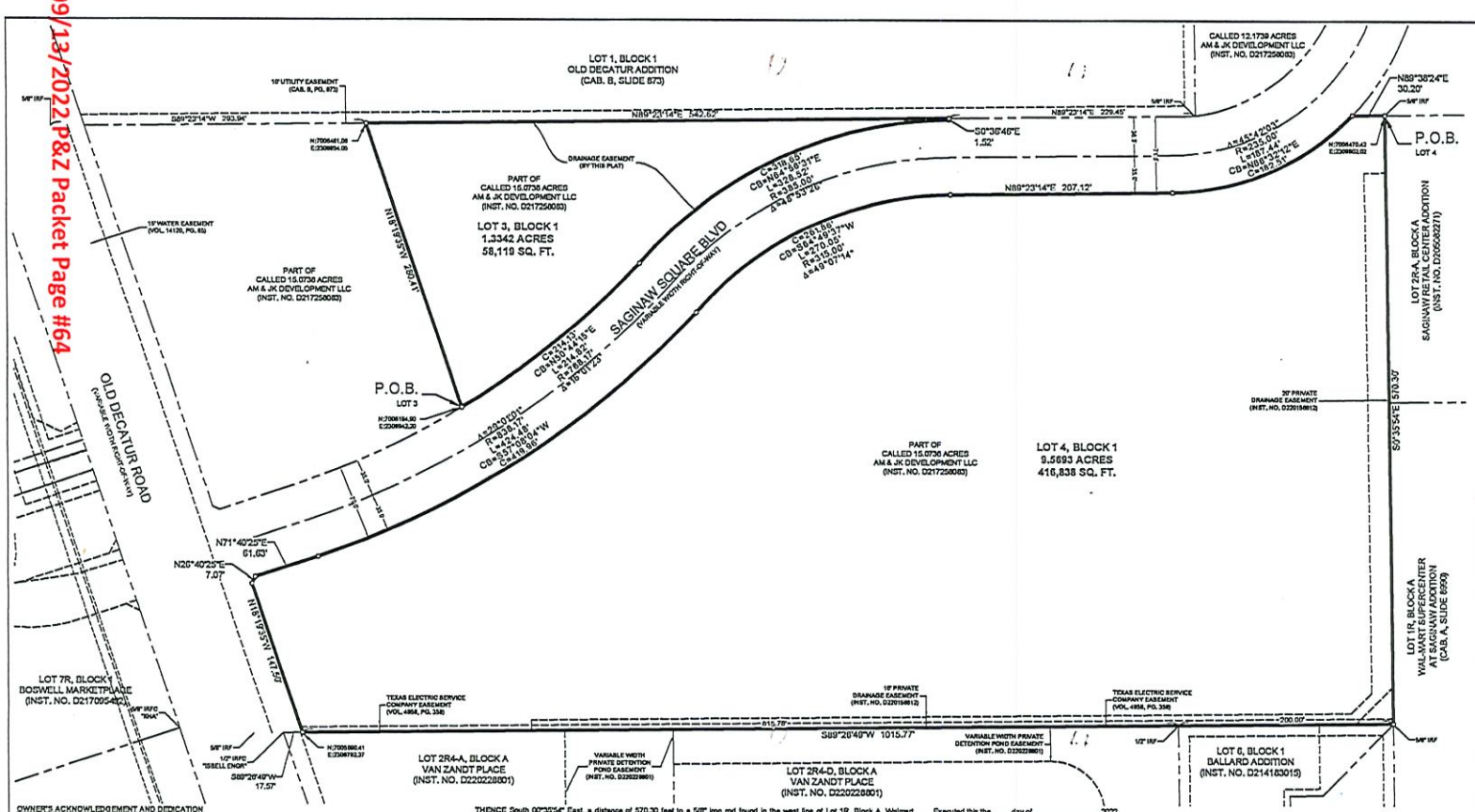
Staff Recommendation:

Staff recommends that the request for an approval of a Final Plat (Conveyance Plat) for Lots 3 & 4, Block 1 The Square, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas be forwarded to the City Council with a recommendation for approval.

Attachments:

09/13/2022 P&Z Packet Page #63
Conveyance Plat for Lots 3 & 4, Block 1, The Square; Approved Preliminary Plat for the Square

09/13/2022 P&Z Packet Page #64





LINE TYPE LEGEND

LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRFC = IRON ROD WITH "KHA" CAP FOUND

UTILITY EASEMENTS

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

NOTES

1. The bearing system for this survey is based on the Texas Coordinate System of 1983, North Central Zone 4202 based on observations made on August 24, 2021 with an applied combined scale factor of 1.00012.
2. According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48439C0045L, for Tarrant County, Texas and Incorporated areas, dated March 21, 2019, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
3. The grid coordinates shown hereon are based on the Texas Coordinate System of 1983, North Central Zone 4202, no scale and no projection.
4. 5/8" iron rod with cap stamped "KHA" set at all corners unless noted otherwise.
5. The purpose of this plat is to create two (2) lots.
6. Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law and is subject to fines and/or withholding of utilities and building permits.
7. This plat does not constitute a plan for development and is done solely for the purposes of conveying title to the subject property. Accordingly, the owners of this property, including on behalf of their heirs and assigns, agree that no building permits may be issued to develop the property subject to this plat until the property is subsequently replatted. This note shall constitute a binding agreement with the City of Saginaw.

ON THE ____ DAY OF _____, 2022 THIS PLAT WAS DULY APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAGINAW, TEXAS:

BY: _____
CHAIRMAN

ATTEST: _____
CITY SECRETARY

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

BY: _____
MAYOR

ATTEST: _____
CITY SECRETARY

FINAL PLAT
(CONVEYANCE PLAT)
LOTS 3 & 4, BLOCK 1
THE SQUARE
BEJAMIN THOMAS SURVEY, ABSTRACT NO. 1497
CITY OF SAGINAW, TARRANT COUNTY, TEXAS

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	SCR	MCB	11/3/2022	061316001	1 OF 1

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS, AM & JK Development, LLC is the owner of a 1.3342 acre (58,119 square foot) tract of land (Lot 3, Block 1) and a 9.5693 acre (416,838 square foot) tract of land (Lot 4, Block 1) situated in the Benjamin Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County, Texas, said tract being a portion of a tract of land described as a 15.0736 acre tract of land in Special Warranty Deed with Vendor's Lien to AM & JK Development LLC, recorded in Instrument Number D217250083, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said tract being more particularly described as follows:

LOT 3, BLOCK 1

BEGINNING at a point for corner in the north right-of-way line of Saginaw Square Boulevard (a variable width right-of-way);

THENCE North 18°19'55" West, departing the said north right-of-way line of Saginaw Square Boulevard, a distance of 280.41 feet to a point for corner in the south line of Lot 1, Block 1, Old Decatur Addition, an addition to the City of Saginaw according to the plat recorded in Cabinet B, Slide 873, Plat Records, Tarrant County, Texas (P.R.T.C.T.), from which a 5/8" iron rod found bears South 89°23'14" West, a distance of 293.94 feet, said iron rod being the northwest corner of said 15.0736 acre tract;

THENCE North 89°23'14" East, along the south line of said Lot 1, Old Decatur Addition, a distance of 542.62 feet to a point for corner in the said north right-of-way line of Saginaw Square Boulevard, from which a 5/8" iron rod found bears North 89°23'14" East, a distance of 229.45 feet, said iron rod being in the north line of said 15.0736 acre tract and the southwest corner of a tract of land described as a 12.1739 acre tract in said Special Warranty Deed with Vendor's Lien to AM & JK Development LLC;

THENCE along the said north right-of-way line of Saginaw Square Boulevard the following calls:

1) South 00°36'46" East, departing the said south line of Lot 1, Old Decatur Addition, a distance of 1.52 feet to a point for corner being the beginning of a non-tangent curve to the left with a radius of 385.00 feet, a central angle of 46°53'26", and a chord bearing and distance of South 64°50'31" West, 318.65 feet;

2) In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 328.52 feet to a point for corner being the beginning of a non-tangent curve to the right with a radius of 788.17 feet, a central angle of 16°01'23", and a chord bearing and distance of South 50°44'15" West, 214.13 feet;

3) In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 214.62 feet to the POINT OF BEGINNING and containing 58,119 square feet or 1.3342 acres of land, more or less.

LOT 4, BLOCK 1

BEGINNING at a 5/8" iron rod found being the northwest corner Lot 2R-A, Block A, Saginaw Retail Center Addition, an addition to the City of Saginaw according to the plat recorded in Instrument Number D205082271, O.P.R.T.C.T. and the northeast corner of said 15.0736 acre tract;

THENCE South 00°35'54" East, a distance of 570.30 feet to a 5/8" iron rod found in the west line of Lot 1R, Block A, Walmart Supercenter at Saginaw Addition, an addition to the City of Saginaw according to the plat recorded in Cabinet A, Slide 6990, P.R.T.C.T., said iron rod being the southeast corner of said 15.0736 acre tract and the northeast corner of Lot 6, Block 1, Ballard Addition, an addition to the City of Saginaw according to the plat recorded in Instrument Number D214183015, O.P.R.T.C.T.;

THENCE South 89°26'49" West, along the north line of said Lot 6, at a distance of 200.00 feet passing a 1/2" iron rod found, said iron rod being the northwest corner of said Lot 6 and the northeast corner of Lot 2R4-D, Block A, Van Zandt Place, an addition to the City of Saginaw according to the plat recorded in Instrument Number D220228001, O.P.R.T.C.T., continuing in all a total distance of 1,015.77 feet to a point for corner, from which a 1/2" iron rod found with a cap stamped "ISBELL ENGR" bears South 89°26'49" West, a distance of 17.57 feet, said iron rod being in the east right-of-way line of Old Decatur Road (a variable width right-of-way) and the northwest corner of Lot 2R4-A of said Van Zandt Place;

THENCE North 18°19'55" West, a distance of 147.50 feet to a point for corner, said point being the south corner of a corner clip in the south right-of-way line of said Saginaw Square Boulevard;

THENCE along the said south right-of-way line of Saginaw Square Boulevard the following calls:

1) North 26°40'25" East, a distance of 7.07 feet to a point for corner, said point being the east corner of said corner clip;

2) North 71°40'25" East, a distance of 61.63 feet to a point for corner being the beginning of a non-tangent curve to the left with a radius of 838.17 feet, a central angle of 29°01'01", and a chord bearing and distance of North 57°06'04" East, 419.96 feet;

3) In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 424.48 feet to a point for corner being the beginning of a non-tangent curve to the right with a radius of 315.00 feet, a central angle of 49°07'14", and a chord bearing and distance of North 64°49'37" East, 261.86 feet;

4) In a northeasterly direction, with said non-tangent curve to the right, an arc distance of 270.05 feet to a point for corner;

5) North 89°23'14" East, a distance of 207.12 feet to a point for corner being the beginning of a tangent curve to the left with a radius of 235.00 feet, a central angle of 45°42'03", and a chord bearing and distance of North 66°32'12" East, 182.51 feet;

6) In a northeasterly direction, with said tangent curve to the left, an arc distance of 187.44 feet to a point for corner;

THENCE North 89°38'24" East, departing the said south right-of-way line of Saginaw Square Boulevard, a distance of 30.20 feet to the POINT OF BEGINNNG and containing 416,838 square feet or 9.5693 acres of land, more or less.

and designated herein as the THE SQUARE subdivision to the City of Saginaw, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, right-of-way and public places thereon shown for the purposes and consideration therein expressed.

Executed this the ____ day of _____, 2022.

By: AM & JK Development, LLC

By: _____
FAROOQ WAZIRALI

STATE OF TEXAS
COUNTY OF DALLAS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

SURVEYOR'S CERTIFICATION

I, Michael Cleo Billingsley, Registered Professional Land Surveyor, do hereby certify that the plat shown hereon accurately represents the property as determined by an on the ground survey, made under my direct supervision on November 3, 2022 and that all corners are shown hereon.

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

_____
Michael Cleo Billingsley
Registered Professional Land Surveyor
No. 6559

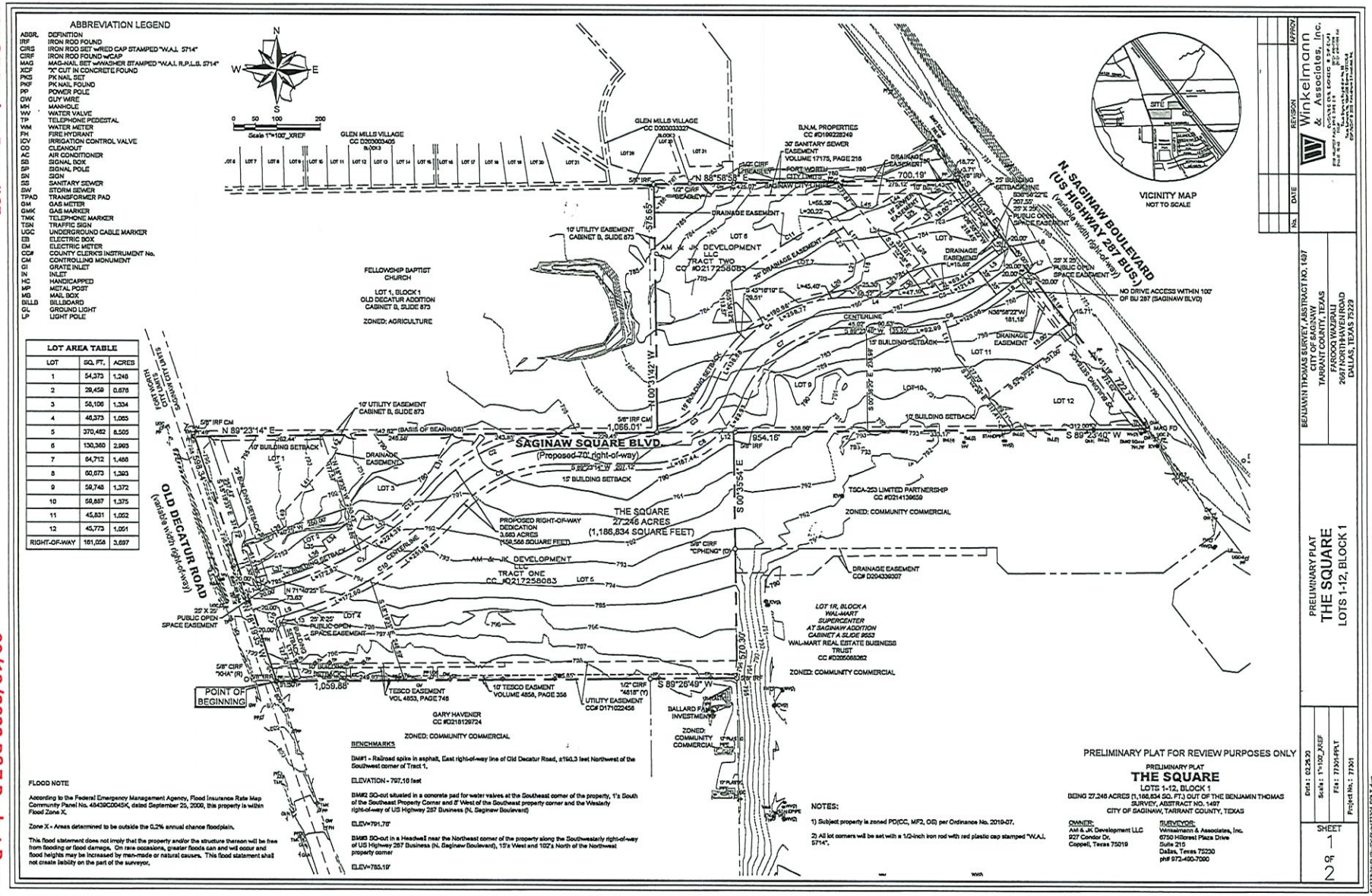
OWNER:
AM & JK DEVELOPMENT, LLC
927 CONDOR DRIVE
COPPELL, TEXAS 75019

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
801 CHERRY STREET, UNIT 11, # 1300
FORT WORTH, TEXAS 76102
PHONE: 817-335-6511
CONTACT: MICHAEL BILLINGSLEY, R.P.L.S.

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09/13/2022 P&Z Packet Page #65

09/13/2022 P&Z Packet Page #66

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF TARRANT §

WE, AM & JK Development LLC, are the sole owners of a tract of land situated in the BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497, City of Saginaw, Tarrant County, Texas, and being all of Tract 1 & 2 as described in deed to AM & JK Development, LLC, according to County Clerk's Instrument Number 21758083, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found for the Southwest corner of said Tract 1 and the Northwest corner of a tract of land described in deed to Gary Havener, as recorded in County Clerk's Instrument No. 218129724, Official Public Records, Tarrant County, Texas, said point being situated in the Easterly right-of-way of Old Decatur Road, a variable width right-of-way;

THENCE North 18 deg 19 min 35 sec West, along the Easterly right-of-way of said Decatur Road and the West line of said Tract 1, a distance of 568.34 feet to a 5/8-inch iron rod found for the Northwest corner of said Tract 1;

THENCE North 89 deg 23 min 14 sec East, along the North line of said Tract 1, a distance of 1,066.01 feet to a 5/8-inch iron rod found for the Southeasterly corner of Lot 1, Block 1, Old Decatur Addition, an addition to the City of Saginaw, according to the Plat thereof recorded in Cabinet B, Slide 873, said iron rod being the Southwest corner of said Tract 2;

THENCE North 00 deg 31 min 42 sec West, departing the North line of said Tract 1 and along the West line of said Tract 2, a distance of 575.65 feet to a 5/8-inch iron rod found for the Northwest corner of said Tract 2, said iron rod being situated in the South line of Lot 30, Block 3, Glen Mills Village, an addition to the City of Saginaw, according to the plat thereof recorded in County Clerk's Instrument No. D203033327, Official Public Records, Tarrant County, Texas;

THENCE North 88 deg 58 min 58 sec East, along the North line of said Tract 2, a distance of 700.19 feet to a 5/8-inch iron rod found for the Northeast corner of said Tract 2 and the Southeast corner of a tract of land as described in deed to B.N.M. Properties, as recorded in County Clerk's Instrument No. D199228249, Official Public Records, Tarrant County, Texas, said iron rod being situated in the Southwesterly right-of-way of U.S. Highway 287 Business, a variable width right-of-way;

THENCE South 37 deg 02 min 38 sec East, along the Easterly line of said Tract 2 and the Southwesterly right-of-way of said U.S. Highway 287 Business, a distance of 722.73 feet to a Magnail found for the Southeast corner of said Tract 2 and the Northeast corner of a tract of land as described in deed to TSC A-253 Limited Partnership, as recorded in County Clerk's Instrument No. D214139659, Official Public Records, Tarrant County, Texas;

THENCE South 89 deg 23 min 40 sec West, departing the Southwesterly right-of-way of said U.S. Highway 287 Business and along the South line said Tract 2, a distance of 954.16 feet to a 5/8-inch iron rod found for the Northeast corner of said Tract 1 and the Northwest corner of said TSC A-235 tract;

THENCE South 00 deg 35 min 54 sec East, departing the Southerly line of said Tract 2 and along the East line of said Tract 1, a distance of 570.30 feet to a 5/8-inch iron rod found for the Southeast corner of said Tract 2;

THENCE South 89 deg 26 min 49 sec West, along the South line of said Tract 1, a distance of 1,059.88 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 27.246 acres or 1,186,834 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 10th day of January, 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, Farooq Wazirali, acting herein by and through his duly authorized officer, does hereby adopt this plat designating the herein above described property as THE SQUARE, LOTS 1-12, 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 City of Saginaw's use thereof. The City of 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 _____, 2020.

By: AM & JK Development LLC

_____

_____

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Farooq Wazirali, 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 _____, 2020.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

SURVEYOR'S STATEMENT

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

Dated this the ___ day of _____, 2020.

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 _____, 2020.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

THE PLANNING AND ZONING COMMISSION OF SAGINAW, TEXAS ON (date) _____/_____/_____, 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) _____/_____/_____, VOTED AFFIRMATIVELY TO CONDITIONALLY APPROVE PREPARATION OF A FINAL PLAT SUBJECT TO CONDITIONS ENUMERATED IN MINUTES OF THIS DATE.

_____
BY: MAYOR

_____
ATTEST: CITY SECRETARY

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S63°19'35"E	7.07'
L2	S63°19'35"E	35.36'
L3	S00°38'48"E	1.52'
L4	N89°23'40"E	135.55'
L5	N52°57'22"E	100.28'
L6	N07°57'22"E	7.07'
L7	N82°02'38"W	7.07'
L8	S52°57'22"W	100.28'
L9	S71°40'25"W	61.63'
L10	S26°40'25"W	7.07'
L11	S18°19'35"E	147.50'
L12	S89°38'24"W	30.20'
L13	N26°40'25"E	35.36'
L14	N16°22'07"W	79.91'
L15	N07°57'22"E	35.36'
L16	N82°02'38"W	35.36'
L17	S34°28'47"E	116.81'
L18	S10°31'13"W	53.54'
L19	S55°31'13"W	69.02'
L20	N55°31'13"E	101.45'
L21	N10°31'13"E	36.87'
L22	N34°28'47"W	113.51'
L23	N53°01'38"E	129.55'

LINE TABLE		
LINE #	BEARING	DISTANCE
L24	N36°58'22"W	98.93'
L25	N52°58'00"E	144.38'
L26	N88°58'58"E	25.51'
L27	S52°58'00"W	150.03'
L28	S36°58'22"E	167.65'
L29	N36°58'22"W	84.22'
L30	S53°01'38"W	109.18'
L31	S29°37'12"W	140.00'
L32	S63°42'32"W	70.26'
L33	N58°14'40"W	37.78'
L34	S54°45'27"W	69.85'
L35	S30°21'34"E	23.93'
L36	S59°08'58"W	76.23'
L37	S75°14'28"W	104.04'
L38	N71°40'25"E	57.41'
L39	N58°54'56"E	48.50'
L40	N00°42'03"W	38.99'
L41	N42°14'20"E	159.73'
L42	N27°58'40"E	61.01'
L43	S68°58'58"W	94.18'
L44	S59°28'08"W	123.70'
L45	N83°27'05"W	32.34'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	29°45'22"	764.87'	397.23'	392.78'	N56°47'54"E
C2	47°27'52"	365.00'	318.94'	309.90'	S65°39'18"W
C3	89°51'00"	165.00'	172.36'	164.63'	N51°41'03"E
C4	67°38'07"	335.00'	395.45'	372.80'	S55°34'37"W
C5	36°26'18"	265.00'	168.53'	165.71'	N71°19'31"E
C6	36°26'18"	335.00'	213.09'	209.48'	N71°19'31"E
C7	67°38'07"	265.00'	312.82'	294.97'	S55°34'37"W
C8	67°37'41"	335.00'	377.38'	261.55'	N55°34'24"E
C9	49°07'14"	315.00'	270.05'	261.86'	S64°49'37"W
C10	29°01'01"	838.17'	424.48'	419.96'	N57°08'04"E
C11	15°56'02"	1,225.37'	341.02'	340.71'	S59°04'30"W
C12	7°51'10"	739.04'	101.29'	101.21'	N47°09'16"E

DRAINAGE EASEMENT RESTRICTION:

No filling or construction, without the written approval of the city, shall be allowed within a drainage easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finished floor elevations shall be a minimum of one (1) foot above the 100-year flood elevation based on land use.

PUBLIC OPEN SPACE RESTRICTION:

No structure, object, or plant of any type may obstruct vision from a height of thirty (30) inches to a height of ten (10) feet above the top of the curb, including, but not limited to buildings, fences, walks, signs, trees, shrubs, cars, trucks, etc., in the public open space easements as shown on the plat. These open space easements will remain in effect until vacated by ordinance adopted by the city council and the property replatted.

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

PRELIMINARY PLAT
THE SQUARE
LOTS 1-12, BLOCK 1
BEING 27.246 ACRES (1,186,834 SQ. FT.) OUT OF THE BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497
CITY OF SAGINAW, TARRANT COUNTY, TEXAS

OWNER:
AM & JK Development LLC
927 Condor Dr.
Coppell, Texas 75019

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

NO.	DATE	REVISION	APPROV

Winkelmann & Associates, Inc.
6750 HILLCREST PLAZA DRIVE, SUITE 215 DALLAS, TEXAS 75230 PH: 972-490-7090 FAX: 972-490-7091
Texas Registered Engineering Firm F-14
Texas Registered Surveying Firm LS-100124-00

BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

PRELIMINARY PLAT
THE SQUARE
LOTS 1-12, BLOCK 1

Date : 02.24.20
Scale : NA
File : 77351-PPLT
Project No. : 77351

SHEET
2
OF
2

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09/13/2022 P&Z Packet Page #66

MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW ED KEETER PUBLIC LIBRARY
355 WEST MCLEROY BOULEVARD
November 08, 2022

Present at the Meeting:

Member	Place No. 1	Brent Wooten
Chairman	Place No. 2	William Barngrover
Member	Place No. 3	Phillip Allen
Member	Place No. 4	Ed Larson
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
Management Analyst		Salvador Gonzalez Jr.

Absent from the Meeting:

Vice-Chairman	Place No. 5	Jason LaBruyere

*Alternate Member Wood had to leave at the beginning of the meeting.

Visitors at the Meeting:

Abra Nusser	Donna Sketes
John Ainsworth	Brian Sketes
Peter Drolet	Noe Garcia
Marty Rader	John Ainsworth
Adam Burke	Sophie Bien Gerardin
Randy Mauger	Barbara Tucker
Jacob Abramovich	

(1) Call to Order

Chairman Barngrover called the meeting to order at 6:06 P.M.

(2) Roll Call to Establish Quorum

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

(3) Audience Participation

Chairman Barngrover explained the procedures regarding audience participation.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on October 11, 2022 were presented for approval. A motion was made by Member Wooten with a second by Member Allen to approve the minutes for October 11, 2022. Motion carried unanimously.

For: Chairman Barngrover, Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere

5) PZ 1122-01 PUBLIC HEARING

Consideration and Action Regarding Approval of a Request for City-Initiated Rezoning of multiple parcels to "NMU" - Neighborhood Mixed-Use District for conformance to the City's Comprehensive Plan, being approximately 85 acres on the following properties: Saginaw Springs, Block 2, Lot 30, Commercial Tract 2; Albright, Alexander F Survey Abstract 1849 Tract 2C04; Albright, Alexander F Survey Abstract 1849 Tract 2C; Albright, Alexander F Survey Abstract 1849 Tract 3H; Idea Schools Addition Block A, Lot 1; Idea Schools Addition Block A, Lot 2; Albright, Alexander F Survey Abstract 1849 Tract 3A; Albright, Alexander F Survey Abstract 1849 Tract 3H05; Alford, James P Survey Abstract 53 Tract 2A City Boundary Split; and Alford, James P Survey Abstract A 53 Tract 1K, Saginaw, Tarrant County, Texas.

Chairman Barngrover opened the public hearing at 6:10 p.m.

Abra Nusser, from Peloton Solutions, briefed the Commission on the background of the ordinance, the Comprehensive Plan, and the details of each tract. Audience members concerns and questions were also addressed during the presentation, including Peter Drolet, who had overall questions regarding rezoning and how the City regulates certain issues. The Commission heard from different developers, Larry Frazier and Adam Burke, in the audience against the proposed zoning as well. Representatives from parcels six and ten shared their disapproval of the zoning change and explained that their projects would no longer work given the proposed regulations. They also explained that they solely purchased the parcels based off the initial zoning and thus the zoning would impact their plans. Planning Manager Victor-Trevino explained to the Commission that although no formal applications have been received from either parcel, the city would recommend removing the parcels from batch one if they could not adhere to the proposed regulations.

Chairman Barngrover closed the public hearing at 6:56 p.m.

A motion was made by Member Larson with a second by Member Wooten to recommend that the City Council approve a request for City-Initiated Rezoning of multiple parcels to "NMU" - Neighborhood Mixed-Use District for conformance to the City's Comprehensive Plan, being approximately 85 acres on the following properties: Saginaw Springs, Block 2, Lot 30, Commercial Tract 2; Albright, Alexander F Survey Abstract 1849 Tract 2C04; Albright, Alexander F Survey Abstract 1849 Tract 2C; Albright, Alexander F Survey Abstract 1849 Tract 3H; Idea Schools Addition Block A, Lot 1; Albright, Alexander F Survey Abstract 1849 Tract 3A; Albright, Alexander F Survey Abstract 1849 Tract 3H05; and Alford, James P Survey Abstract 53 Tract 2A City Boundary Split, Saginaw, Tarrant County, Texas and to recommend the disapproval of the following properties; Idea Schools Addition Block A, Lot 2, and Alford, James P Survey Abstract A 53 Tract 1K, Saginaw, Tarrant County, Texas.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(6) PZ 1122-02

Consideration and Action Regarding Approval of a Final Plat (Conveyance Plat) for Lots 3 & 4, Block, 1 The Square, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas.

John Ainsworth, from Kimley-Horn, briefed the Commission on the background and details of the conveyance plat and answered the Commission's questions. Audience participation was bypassed.

A motion was made by Alternate Member Kraus with a second by Member Larson to recommend that the City Council approve a Final Plat (Conveyance Plat) for Lots 3 & 4, Block, 1 The Square, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(7) PZ 1122-03 PUBLIC HEARING
Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code, which Establishes a Planning and Zoning Commission and Provides for the Purposes, Organization, and Membership of the Commission.

Chairman Barngrover opened the public hearing at 7:05 p.m.

Management Analyst, Salvador Gonzalez Jr., briefed the Commission on the background and details of the ordinance. Questions over the ordinance by the Commission were addressed by Management Analyst Gonzalez Jr., with specific legal questions beings addressed by City Attorney, Rachel Raggio. Audience participation was bypassed.

Chairman Barngrover closed the public hearing at 7:09 p.m.

A motion was made by Member Wooten with a second by Alternate Member Kraus to recommend that the City Council approve an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code, which Establishes a Planning and Zoning Commission and Provides for the Purposes, Organization, and Membership of the Commission.

For: Chairman Barngrover
Members Wooten, Larson, and Alternate Member Kraus

Against: Member Allen

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(8) PZ 1122-04 PUBLIC HEARING
Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 3, "Board of Adjustment," of Appendix A, "Zoning," of the Saginaw City Code, which establishes a Board of Adjustment and Provides for the Purposes, Organization, and Membership of the Board.

Chairman Barngrover opened the public hearing at 7:10 p.m.

Management Analyst, Salvador Gonzalez Jr., briefed the Commission on the background and details of the ordinance. Audience participation was bypassed.

Chairman Barngrover closed the public hearing at 7:12 p.m.

A motion was made by Member Wooten with a second by Member Larson to recommend that the City Council approve an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 3, "Board of Adjustment," of Appendix A, "Zoning," of the Saginaw City Code, which establishes a Board of Adjustment and Provides for the Purposes, Organization, and Membership of the Board.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(9) PZ 1122-05 PUBLIC HEARING

Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts" of Appendix A "Zoning" of the Saginaw City Code by Removing the Minimum Acreage Requirement for Planned Development Districts.

Chairman Barngrover opened the public hearing at 7:13 p.m.

Planning Manager Susy Victor-Trevino briefed the Commission on the background and details of the ordinance. The questions of the commission were then addressed by Planning Manager, Victor-Trevino. Audience participation was bypassed.

Chairman Barngrover closed the public hearing at 7:21 p.m.

A motion was made by Member Larson with a second by Member Wooten to recommend that the City Council approve an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts" of Appendix A "Zoning" of the Saginaw City Code by Removing the Minimum Acreage Requirement for Planned Development Districts.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(10) 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 and Management Analyst Gonzalez Jr. reviewed several of the current projects under construction in the city.

(11) 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.

(12) Adjournment

Motion was made by Member Larson with a second by Member Wooten to adjourn the meeting. Motion carried.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

Chairman Barngrover declared the meeting of November 08, 2022 closed at 7:32 p.m.

APPROVED:

_____
Chairman

ATTEST:

_____
Susy Victor-Trevino,
Planning Manager/Recording Secretary

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (11)

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

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:
Recommendation and Action for Re-establishing a Chamber of Commerce - A 2022 Strategic Project List & Work Plan Item

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BACKGROUND/DISCUSSION:
At the March 15, 2022 Saginaw City Council meeting, the 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. This item was assigned to Keith Rinehart (Director of Community & Economic Development). Over the past 10 (ten) months, ED Staff has been investigating multiple options for the City Council to consider.

- NOTE: A Chamber of Commerce is NOT a municipal governmental operation. Chambers of Commerce are established by the business community.

At the September 20, 2022 Saginaw City Council Meeting, ED Staff presented the Pros and Cons of each listed below for the Council to consider.

1. STARTING A CHAMBER OF COMMERCE FROM SCRATCH. The Saginaw Area Chamber of Commerce folded and closed in 2019 due to not meeting the needs of the business community. The Northwest Chamber of Commerce recently folded and closed due to not meeting the needs of the business community. The cost of starting a Chamber of Commerce from scratch would be between $250,000 to almost $500,000. This will include a minimum of one (1) full time Executive Director, one (1) full time Marketing/Membership Coordinator and a minimum of one (1) part time assistant. This also includes funding for rent, electrical, water, phone, internet, events, programs, consultants, training, etc. The previous chamber lost trust from the business community. The business community consistently proclaimed that all the previous Saginaw Chamber did was ask for more money and still not provide any services, business promotion, or Saginaw Texas promotion. The City of Saginaw would never receive their return on their investment and would never recoup their startup money.
2. JOINING OTHER ESTABLISHED CHAMBERS OF COMMERCE. Collaboration and joining an existing and successful Chamber of Commerce will save money by not having to invest in the complete

start-up costs for a new Chamber for the City of Saginaw (staff and admin costs are some of the biggest Chamber expenses). The annual cost to be a Partner City would be $3,495. North East Tarrant (NET) Chamber brings 65-Year Chamber experience to the partnership. NET Chamber has great relationships with their current partner cities of North Richland Hills, Haltom City, Richland Hills and Watauga. NET Chamber plans to open a satellite office in Saginaw. NET Chamber would bring substantial Chamber experience of working with local Networking Groups, Member Luncheons, Major Events, School District Partnerships, Tarrant County College Partnership, and Non-Profit engagement to the City of Saginaw. Collaboration would include the inclusion of Saginaw businesses in the North Tarrant Marketplace, the NET Chamber Web/Mobile App. No initial admin costs to the City of Saginaw (no hiring of staff, no new website, no start-up costs, only cost would be annual Chamber City Partnership). The City of Saginaw would be welcomed into monthly collaboration with economic development directors from North Richland Hills, Richland Hills, Watauga and Haltom City.

3. FORMING A PILOT CHAMBER WITH TARRANT COUNTY COLLEGE NW. In early February 2022, Mayor Flippo, City Manager Reaume and Economic Development Director Rinehart met with administration of Tarrant County College NW about the possibility of forming a new chamber. After discussion, no details were worked out. However, it was determined that a chamber of commerce was needed for this area since the former Saginaw Chamber and the former Northwest Chamber serving northwest Tarrant County have both folded/closed. This option is certainly possible but there are a lot of unanswered questions and it is potentially cost prohibitive.

At the September 20, 2022 City Council Meeting, ED Staff presented the Pros and Cons of each listed above for the Council to consider. The Council gave ED Staff direction to poll all Saginaw businesses to ask what they wanted. ED Staff has been working on a survey to poll the community. Below are questions asked:

• What are type of services, support, and education would you like to see offered by a Chamber of Commerce that represented Saginaw Texas? Please list:
• What type of programs would you like to see offered by a Chamber of Commerce that represented Saginaw Texas? Please list:
• Would you be interested in joining an existing and established Chamber of Commerce?
• How much are you willing to pay for annual Chamber of Commerce dues?

See attached link for the https://www.surveymonkey.com/r/GGB9VBW .

FINANCIAL IMPACT:
The annual Partner City cost would be $3,495.

RECOMMENDATION:
While this is ultimately a Saginaw City Council decision, City Staff is providing a professional recommendation to join the North East Tarrant Chamber of Commerce. This would be the most cost-effective, best viable and greatest beneficial option for both the Saginaw Business Community as well as the City of Saginaw.

ATTACHMENTS:

Description

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (12)

Staff Contact: Susy Victor-Trevino
Planning Manager

E-mail: svictor@saginawtx.org

Phone: 817-230-0440

SUBJECT:
PUBLIC HEARING--Consideration and Action regarding Recommendation from Planning & Zoning Commission regarding an Ordinance amending the Zoning Ordinance of the City of Saginaw, Texas, amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts" of the Saginaw City Code by removing the Minimum Acreage Requirement for Planned Development Districts (Ordinance No. 2022-19)

BACKGROUND/DISCUSSION:
See memo from Planning Manager Victor-Trevino in the attachments. The Planning and Zoning Commission considered this item at their November 8th meeting and voted to recommend approval to the City Council.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
The Planning & Zoning Commission recommends approval of Ordinance No. 2022-19.

ATTACHMENTS:

Description

Proposed Ordinance 2022-21
P&Z Memo with Proposed Ordinance
P&Z Minutes, 11-08-2022

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING ARTICLE 2, "PLANNING AND ZONING COMMISSION," OF APPENDIX A, "ZONING," OF THE SAGINAW CITY CODE, WHICH ESTABLISHES A PLANNING AND ZONING COMMISSION AND PROVIDES FOR THE PURPOSES, ORGANIZATION, AND MEMBERSHIP OF THE COMMISSION; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City Council of the City of Saginaw (the "City Council") has created a Planning and Zoning Commission (the "Commission"); and

WHEREAS, the City Council has previously established regulations for the administrative governance of the Commission and now seeks to update those regulations; and

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on _____, 2022, and the City Council of the City of Saginaw, Texas, held a public hearing on _____, 2022, with respect to the regulations described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements to amend the Zoning Regulations of the City.

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

SECTION 1.

That Sections 2-2, 2-3, 2-5, 2-6, 2-8, and 2-9 of Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code are hereby amended to read as follows:

"**Sec. 2-2. Membership and appointment.**

The said commission shall consist of five regular members and two alternate members to be appointed by the city council. All regular and alternate members shall be qualified electors of the city who have resided in the city six months prior to appointment.

Alternate members should attend all meetings of the commission, and may participate in discussions, but shall have no right to make motions or vote except when acting in the absence or disqualification of a regular member. Alternates shall be designated on their appointment as first and second alternate. On absence or disqualification of one or more regular members, alternates shall be requested by the chair of the commission to act in place of the absent or disqualified member in numerical order of their respective alternate designations.

The members of the commission also serve as members of the Capital Improvements Advisory Committee as established in section 2-163 of the city code. The city council's appointment of any member of the commission shall be deemed to be a simultaneous appointment of that member to the said committee. If the commission does not contain at least one representative from the real estate, development, or building industries, then one such representative shall be appointed by the city council as an ad hoc voting member of the said committee.

Sec. 2-3. Terms of office.

The terms of three of the regular members shall expire on June 30 of each even-numbered year and the terms of two of the regular members shall expire on June 30 of each odd-numbered year. The regular members of the commission shall be identified by place numbers one through five. The odd numbered places shall expire in the odd-numbered years; the even-numbered places shall expire in the even-numbered years. No member shall be appointed for a term in excess of two years. Members may apply to be reappointed to succeed themselves. Newly appointed members shall be installed in the first regular commission meeting after their appointment.

The term for an ad hoc Capital Improvements Advisory Committee member who is not a member of the commission shall be for two years and shall expire on June 30.

* * *

Sec. 2-5. - Removal from office.

Members serve at the will of the city council and shall be removable from office at any time, without cause.

* * *

Sec. 2-6. Organization and conduct of business.

The commission shall hold an annual organizational meeting and shall elect a chair and vice-chair from among its members before proceeding to any other matters of business. The enforcing officer shall be the secretary of the commission. The commission shall adopt its own rules of procedure and keep a record of its proceedings in accordance with applicable state statutes and these regulations. Newly appointed members shall be

installed at the first regular meeting after their appointment. Members shall complete all statutorily required open government training within 90 days of either the date upon which the member is sworn into service or the date by which the member assumes their responsibilities, whichever is sooner.

* * *

Sec. 2-8. Meeting and quorum.

(a) *Meeting and quorum.* The commission shall hold at least one regular meeting each quarter and may call special meetings as necessary. A quorum for the conduct of business shall consist of three members of the commission. The members of the commission shall regularly attend meetings of the commission and shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.

(b) *Administration.* The commission, with the assistance of the City Manager, or his designee, shall post agendas, minutes, and attendance on the commission's webpage on the city's official website. The commission shall provide an annual report to the city council, as well as additional or supplemental reports upon request of the city council.

Sec. 2-9. Commission actions.

A motion may be made by any member other than the presiding officer or an alternate. Each motion made by the commission shall require a majority of those members present and voting in order to pass.

* * * "

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code, and except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

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

SECTION 4.

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

PASSED AND APPROVED ON THIS ___ DAY OF _____, 2022.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

City of Saginaw
Planning and Zoning

Removing the Minimum Acreage Requirement for Planned Development Districts

Date: November 08, 2022

To: Chairman and Members of the Planning and Zoning Commission

From: Susy Victor-Trevino, Planning Manager

Subject: Consideration and Action Regarding the Approval of a Request to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts "of Appendix A "Zoning" of the Saginaw City Code by Removing the Minimum Acreage Requirement for Planned Development Districts.

Background/Discussion:

The request to consider an ordinance amending the Zoning Ordinance of the City of Saginaw, Texas, amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts "of Appendix A "Zoning" of the Saginaw City Code by removing the minimum acreage requirement for Planned Development Districts, is being brought forth by the City of Saginaw, Texas.

Currently, the minimum net acreage for Planned Development Districts is ten acres. The intent of removing the minimum acreage requirement for Planned Development Districts is in an effort to allow smaller parcels of land to apply to become a Planned Development District. A Planned Development District is a district which accommodates planned associations of uses developed as integral land use units. This district allows both developers and cities to utilize land parcels to the best of their ability by combing and mixing land uses, increasing economic and social growth, and allowing parcels to be effectively utilized given their existing features and/or hardships.

An example of an area that would benefit from Planned Development Districts are areas similar to 400 S. Saginaw Boulevard, which would benefit from additional regulations such as the added restriction of its future use to be restaurant or entertainment oriented. This restriction for example would allow us to target a constant community-desired theme of installing more sit-down restaurants and entertainment businesses in the City. Overall, we believe that having the flexibility to work with smaller parcels will be desirable as our new developments finish out and we focus on infill and redevelopment.

Staff Recommendation:

Staff recommends that the request for an approval to Consideration and Action Regarding the Approval of a Request to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts "of Appendix A "Zoning" of the Saginaw City Code by Removing the Minimum Acreage Requirement for Planned Development Districts be forwarded to the City Council with a recommendation for approval.

Attachments:

Ordinance 2022-19, Planned Development District Information

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ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING SECTION 7-1 "PD PLANNED DEVELOPMENT DISTRICT" OF ARTICLE 7 "SPECIAL DISTRICTS" OF APPENDIX A "ZONING" OF THE SAGINAW CITY CODE BY REMOVING THE MINIMUM ACREAGE REQUIREMENT FOR PLANNED DEVELOPMENT DISTRICTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS 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 finds it appropriate to amend the regulations for the Planned Development District in order to eliminate the minimum acreage requirement; and

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

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

SECTION 1.

Section 7-1 "PD Planned development district" of Article 7 "Special Districts" of Appendix A "Zoning" of the Saginaw City Code is hereby amended by deleting Subsection C.5.

SECTION 2.

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

SECTION 3.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the

valid judgment or decree of any court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

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

SECTION 5

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 of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 6.

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

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

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

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

C. *Planned development requirements.*

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

D. *Establishment.* In establishing a planned development district in accordance with this section, the city council shall approve and file as part of the amending ordinance appropriate plans and standards for each planned development district. To facilitate understanding of the request during the review and public hearing process, the planning and zoning commission and city council shall require a conceptual plan and/ or a development plan. A development plan may be submitted in lieu of the conceptual plan, in which case no further approval is required by the city council.

E. *Development plan.*

1. This plan shall set forth the final plans for development of the planned development district and shall conform to the data presented and approved on the conceptual plan.

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2. Changes of detail on the development plan, which differ from the original concept plan, may be authorized by the planning and zoning commission without public hearing providing such changes conform to the

following:

a. The basic relationship of the proposed development to adjacent property are not altered;

b. The uses permitted are not revised;

c. Density is not altered;

d. Building height or coverage of the site is not altered;

e. Any landscape plans as indicated on the approved conceptual plan are not revised;

f. The off-street parking ratio is not decreased;

g. Yards provided at the boundary of the site are not reduced.

3. If an agreement cannot be reached by the commission regarding whether a development plan conforms to the original concept plan, the planning and zoning commission shall follow the procedures for public hearing for zoning change before final approval of the plan. Approval of the development plan shall be the basis for issuance of a building permit, but does not release the applicant of the responsibility to submit plans to the building official for a building permit.

4. The development plan may be submitted for the total area of the PD or for any section or part as approved on the conceptual plan.

5. The development plan must be recommended for approval by the planning and zoning commission and approved by the city council, but a public hearing is not required unless there is change from the approved concept plan.

6. A public hearing for the development plan shall be required if the hearing requirement is specifically stated at the time of conceptual plan approval in the original amending ordinance.

7. The development plan shall include:

   a. A site inventory analysis including: a scale drawing showing natural features including:

      (1) Existing vegetation;

      (2) Natural water courses, creeks or bodies of water;

      (3) An analysis of planned changes in such natural features as a result of the development;

      (4) A delineation of any flood prone areas.

   b. A scale drawing showing:

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

      (2) Building sites or lots;

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

      (4) Utility easements;

      (5) School sites;

      (6) Street widening and street changes;

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

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

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

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

c. A site plan for proposed building complexes showing:

(1) The location of separate buildings;

(2) The minimum distance between buildings;

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

(4) Street and alley lines;

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

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

d. A landscape plan showing:

(1) Turf areas;

(2) Screening walls;

(3) Ornamental planting;

(4) Any wooded areas; and

(5) Trees to be planted.

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

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

F. *Procedure.* The procedure for establishing a planned development district shall follow the procedure for zoning amendments as set forth in section 1-3, Changes and Amendments. This procedure is further expanded as follows for approval of conceptual and development plans.

1. The planning and zoning commission and city council may approve the conceptual plan and the development plan or any section of the development plan, separately or jointly in public hearings. A single public hearing for the PD request is adequate when:

a. The applicant submits adequate data with the request for the planned development district to fulfill the requirement for a development plan; or

b. Information on the conceptual plan and attached application is sufficient to determine the appropriate use of the land and the development plan will not deviate substantially from it.

2. The ordinance establishing the planned development district shall not be approved until the development plan is approved.

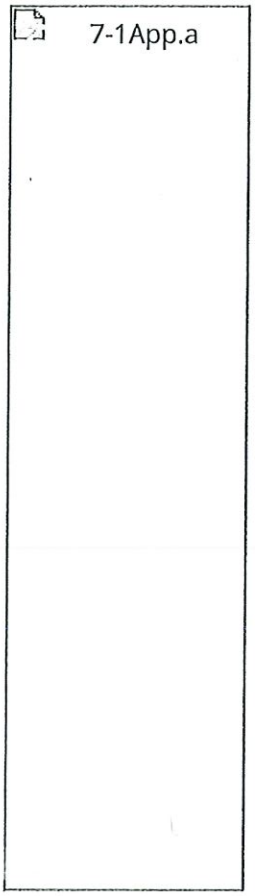
3. The development plan may be approved in sections. when the plan is approved in sections, then separate approvals by the planning and zoning commission and city council for the initial and subsequent sections will be required.

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4. A development plan shall be submitted for approval within 18 months after the approval of the conceptual plan for some portion of the conceptual plan. If a partial development plan is not submitted within 12

months, the conceptual plan is subject to review by the planning and zoning commission and city council.

5. If the project is not started within five years, the planning and zoning commission and city council may review the original concept plan to ensure its continued validity. If the city determines the concept is not valid, a new concept plan must be approved prior to issuing a building permit for any portion of the PD district.
6. Although a public hearing may not be required for the development plan, approval by the planning and zoning commission and city council is still required.



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

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

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top-ranked singles players and double teams will compete in three round robin matches to advance to the semifinals and the final. The total prize money for the WTA Finals is $5 million split over the tournament.

Started in 1973, the WTA was founded by former tennis player Billie Jean King on the principle of equal opportunity in the sport. Nearly 50 years later, the WTA is one of the biggest tennis tournaments in the world outside of the four majors: Wimbledon, U.S. Open, French Open and Australian Open.

Typically, the WTA Finals are held in Shenzen, China but the organization announced the tournament move in response to the country's handling of Peng Shuai, the Chinese women's tennis player who in November of 2021 accused a high-ranking member of China's communist party of sexual assault.

All eyes in the tennis world will be on Fort Worth next week for the WTA Finals. Here's a preview of what to expect:

SINGLES TOURNAMENT

The eight female players in the WTA Finals singles tournament are:

Iga Swiatek

- **Age: 21**
- **Home country: Poland**
- **World singles ranking: One**

Swiatek's last appearance at the WTA Finals was in 2021 in the group stage, where she went 1-2 in three matches, missing the semifinals. In 2022, Swiatek has had an impressive tennis season winning two of the four majors, including both the U.S. Open and French Open.

Ons Jabeur

- **Age: 28**
- **Home country: Tunisia**
- **World singles ranking: Two**

Jabeur is making her WTA Finals debut at this year's tournament. However, Jabeur is not new to the organization, having won a WTA 1000 Madrid singles event earlier this year. Jabeur was also the runner up at both Wimbledon and the U.S. Open.

Jessica Pegula

- **Age: 28**
- **Home country: U.S.**
- **World singles ranking: Three**

Pegula is making her WTA Finals debut this year at the tournament. Pegula won the WTA 1000 Guadalajara tournament earlier this year.

Coco Gauff

- **Age: 18**
- **Home country: U.S.**
- **World singles ranking: Four**

Gauff is making her WTA Finals debut at this year's tournament. At 18 years old, Gauff is the youngest player in the WTA Finals since Maria Sharapova in 2004. Gauff also finished as the runner up at this year's French Open

Maria Sakkari

- **Age: 27**
- **Home country: Greece**
- **World singles ranking: Five**

Sakkari's last appearance at the WTA Finals was in the 2021 semifinals where she lost to eventual runner-up, Anett Kontaveit. Sakkari just made it into the tournament, securing the last spot in the tournament on Friday.

Caroline Garcia

- **Age: 29**
- **Home country: France**
- **World singles ranking: Six**

Garcia's last WTA Finals appearance was in the 2017 semifinal round. Garcia has secured three singles titles in 2022 and reached the first Grand Slam semifinal of her career at the U.S. Open.

Aryna Sabalenka

- **Age: 24**
- **Home country: Belarus**
- **World singles ranking: Seven**

Sabalenka's last appearance at the WTA Finals was in 2021 during the group stage. Sabalenka made it to the semifinal round of the U.S. Open in both 2021 and 2022, and Wimbledon in 2021.

Daria Kasatkina

- **Age: 25**
- **Home country: Russia**
- **World singles ranking: Eight**

Kasatkina is making her WTA Finals debut this year. Kasatkina picked up two singles titles this year in San Jose and Granby.

DOUBLES TOURNAMENT

The 16 female players in the WTA Finals doubles tournament are:

Katerina Siniakova and Barbora Krejcikova

- **Ages: 26 and 26**
- **Home countries: making their doubles debut at this year's WTA Finals. Along with playing in the doubles tournament, the pair will also play in the singles event.**

Veronika Kudermetova and Elise Mertens

- **Ages: 25 and 26**
- **Home countries: Russia and Belgium**
- **World doubles rankings: Five and nine**

Kudermetova is making her debut at the WTA Finals doubles this year, while Mertens is making her fourth appearance. Mertens has now made it to WTA Finals in doubles

- **World doubles rankings: 10 and 15**

Kichenok and Ostapenko are making their WTA Finals doubles debut at this year's tournament. The pair have won two titles this year, the WTA 1000 Western and Southern in Cincinnati and WTA 250 Rothesay Classic in Birmingham.

Yang Zhaoxuan and Xu Yifan

- **Ages: 27 and 34**
- **Home countries: China and China**
- **World doubles ranking: 11 and 17**

Tickets are on sale now for the WTA Finals.

Prices range from $20 to $300. Tickets are on sale for each day of the tournament and can be purchased online.

The semifinals matches will be played Nov. 6 and the final round matches on Nov. 7.

Dickies Arena has both an onsite parking garage and street parking around the venue. Dickies Arena is located at 1911 Montgomery St.

Brayden Garcia: 940-452-8283



KIRSTY WIGGLESWORTH AP

Former Wimbledon champion and Fort Worth resident Martina Navratilova, right, gestures as she sits in the Royal Box earlier this year at the Wimbledon tennis championships in London. Martina will be in Fort Worth for the upcoming WTA Finals at Dickies Arena.

FROM PAGE 1B

ENGEL

No Czech citizen could just come and go as they pleased.

During the U.S. Open that year, Martina announced her intentions to defect to the United States. The next year, in 1976, she moved to Dallas.

"I lived in Fort Worth from 1984 to '88, then I moved to Colorado and I lived in Aspen for 20 years; that's the longest I've lived anywhere," she said. "But between Dallas and Fort Worth (and I've played in DFW) for 10 or 11 years.

"I'm a Texan at heart, as well. Texas was very good to me when I defected, and I made my home in Dallas. The people in Texas really embraced me so I really appreciated that then and still do now."

When Martina moved to Texas it was during the prime of her Hall of Fame career.

Players didn't make nearly the money then that they do now, so their with as many tournaments as they could find.

She did play in a few tournaments in Texas, including ones in Dallas at SMU's Moody Coliseum and she mentioned there was one in Fort Worth.

When Martina was in the midst of her playing career, whether her home was in Dallas, Fort Worth or Aspen, when she was actually at home, she was a homebody.

"I didn't have that much time to go out back then," she said. "I was so happy to be home because I traveled nine months out of the year. So, when I was home, I literally went out to dinner four or five times a year.

"The rest of the time, I was inside because I was so happy to eat a home cooked meal. It was always restaurants and room service. So when I was home, I was home. That was my vacation. I was not going anywhere."

The restaurant she did frequent in Fort Worth more than others?

"Joe T. Garcias," she said.

Of course.

Proving once again that there are some things actually do never, ever change.

Mac Engel: 817-390-7760, MacEngelProf

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Legals

Villa Blakley Pad I

Notice is hereby given that, acting under and pursuant to the Ordinance of the City of Fort Worth, on the 1st day of November, BKV Barnett, LLC will file with the Gas Well Inspector of the City of Fort Worth, an application to drill, complete and operate one or more wells on the Walter C. Pool, Jr. et al lease, located approximately at 14193 John Day Road. To obtain information regarding the proposed site, or general questions concerning Gas Well Drilling in Fort Worth, please visit: www.fortworthgov.org/gas wells or call 817-392-1427.
IPL0094549
Oct 18-21,23-28 2022

CITY OF FORT WORTH
REQUEST FOR STATEMENTS OF QUALIFICATIONS TOWER RENOVATION – MECHANICAL & ELECTRICAL RFQP

On behalf of the City of Fort Worth, Linbeck Group, LLC, is requesting proposals for City of Fort Worth Future City Hall - Bid Package #2 (BP-02) Tower & Chambers – Mechanical and Electrical RFQ/P. This package is for preconstruction and material procurement. Tower & Chambers will be treated as separate projects. Project located at 100 Energy Way, Fort Worth Tx 76102. The bid carries a 35% City of Fort Worth qualified Business Equity firm participation goal.
Proposals will be due on or before Wednesday, November 9, 2022 @ 2:00pm. A best value selection criteria will be used in the evaluation of all proposals.
Proposals may be emailed to the attention of Josh Farmer at jfarmer@linbeck.com or hard copy posted by mail, Fed Ex or UPS in a sealed envelope labeled: City of Fort Worth Future City Hall - BP-C-01, Attention: Linbeck Group, LLC c/o 1263 West Rosedale Street, Suite 202, Fort Worth, TX 76104.
Proposal documents will be made available and accessible through Building Connected.
The City of Fort Worth reserves the right to waive any informality and to reject any and all Proposals.
IPL0095391
Oct 23,27 2022

City of Benbrook
ORDINANCE NO. 1486

AN ORDINANCE OF THE CITY OF BENBROOK, TEXAS, AMENDING AND UPDATING THE CITY'S MASTER PARK PLAN, A COMPONENT OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING THAT THIS MASTER PARK PLAN SHALL SUPERSEDE AND REPLACE ANY PREVIOUSLY ADOPTED MASTER PARK PLAN; PROVIDING FOR A PURPOSE AND APPLICATION SECTION; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

SECTION 8
PUBLICATION IN OFFICIAL NEWSPAPER

The City Secretary of the City of Benbrook is hereby directed to publish the caption, publication clause, and effective date clause of this ordinance for two (2) days in the official newspaper of the City of Benbrook, as authorized by Section 52.013 of the Local Government Code.

SECTION 9
EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication as required by law.
PASSED AND APPROVED this 20th day of October 2022.
Jason Ward, Mayor
City of Benbrook, TX
IPL0095342
Oct 26-27 2022

City of Saginaw Public Notice

A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on November 08, 2022 to consider an ordinance amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts" of Appendix A "Zoning" of the Saginaw City Code by removing the minimum acreage requirement for Planned Development Districts. A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on November 15, 2022, to consider the above-mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. The Planning and Zoning Commission meeting will be in the John Ed Keeler Public Library located at 355 West McLeroy Boulevard and the Council Meeting will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASE9.
Please direct any questions regarding this matter to Susy Victor-Trevino, Planning Manager, 817-230-0440.
IPL0095883
Oct 27 2022

City of Haltom City
NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS
RFQ 2022-311-001
Lead and Copper Rule Revisions Compliance Program Assistance

The City of Haltom City is seeking Statement of Qualifications from consulting firms for the upcoming RFQ 2022-311-001 "Lead and Copper Rule Revisions Compliance Program Assistance".
The general scope of the program includes professional engineering services for the development, management and implementation of Lead and Copper Rule Revision (LCCR) Compliance Program in accordance with the revised United States Environmental Protection Agency (USEPA) Lead and Copper Rule.
The primary components of the LCRR Compliance Program will include, but not be limited to the following:
- Development of a Service Line Material (SLM) Inventory
- Development of a Lead Service Line (LSL) Replacement Plan
- Strengthening Drinking Water Treatment Requirements (Corrosion Control)
- Preparation of a Sampling Plan for Compliance including Sampling at Schools and Childcare Facilities
- Assistance with Public Education and Outreach
- Review funding programs and identify funding strategy
- Other services as required to implement the Lead and Copper Rule Revisions

Those interested in participating in this process may obtain the Request for Qualifications (RFQ No. 2022-311-001) from the Purchasing Department by submitting a request to purchasing@haltomcitytx.com beginning on Thursday, October 20, 2022.
City of Haltom City
Purchasing Department
5024 Broadway Avenue
Haltom City, TX 76117
STATEMENT OF QUALIFICATIONS ARE DUE BY 3:00 P.M., NOVEMBER 10, 2022 TO THE HALTOM CITY PURCHASING DEPARTMENT.
All questions should be directed in writing to:
Janet Carver, Purchasing Agent
purchasing@haltomcitytx.com
IPL0094592
Oct 20,27 2022

CITY OF EULESS
ORDINANCE NO. 2327

AN ORDINANCE GRANTING, EXTENDING, RENEWING, AND AMENDING A FRANCHISE TO COMMUNITY WASTE DISPOSAL, L.P. FOR THE COLLECTION OF RESIDENTIAL AND APARTMENT RECYCLABLES WITHIN THE CITY OF EULESS; PROVIDING THE TERMS AND CONDITIONS THEREOF; PROVIDING A TERMINATION DATE; PROVIDING FOR THE APPROVAL OF RATES TO BE CHARGED FOR SUCH SERVICES DURING THE TERM OF THE FRANCHISE; PROVIDING A TERM OF THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.
PUBLICATION. The City Council directs that only the caption of this ordinance be published in accordance with Article XI, Section 3 of the City Charter.
EFFECTIVE DATE. This ordinance shall be in full force and effect March 1, 2023.
PRESENTED AND GIVEN FIRST READING at a regular meeting of the Euless City Council on the 25th day of October, 2022, by a vote of 7 ayes, 0 nays, and 0 abstentions.
IPL0095892
Oct 27-28 2022

City of Haltom City
ORDINANCE NO. O-2022-018-01

AN ORDINANCE OF THE CITY OF HALTOM CITY, TEXAS, AMENDING CHAPTER 62, "OCCUPATIONAL LICENSES AND REGULATIONS," OF THE CODE OF ORDINANCES, CITY OF HALTOM CITY, TEXAS, TO AMEND THE DEFINITION OF "BLOCK" AND TO AMEND DENSITY REGULATIONS GOVERNING SHORT-TERM RENTALS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

SECTION 5.
Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined, upon conviction, not more than Five Hundred Dollars ($500.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.
All rights and remedies of the City of Haltom City are expressly saved as to any and all violations of the provisions of the Code of Ordinances, City of Haltom City, Texas, as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.
The City Secretary of the City of Haltom City is hereby directed to publish in the official newspaper of the City of Haltom City the caption and penalty clause of this Ordinance one (1) time within ten (10) days after the first reading of this Ordinance as required by Section 10.01 of the Charter of the City of Haltom City.

SECTION 8.
This Ordinance shall be in full force and effect from and after its passage and publication as provided by law, and it is so ordained.
PASSED AND APPROVED ON FIRST READING THIS 24TH DAY OF OCTOBER 2022.
IPL0095909
Oct 27 2022

Star-Telegram
STAR-TELEGRAM.COM

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MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW ED KEETER PUBLIC LIBRARY
355 WEST MCLEROY BOULEVARD
November 08, 2022

Present at the Meeting:

Member	Place No. 1	Brent Wooten
Chairman	Place No. 2	William Barngrover
Member	Place No. 3	Phillip Allen
Member	Place No. 4	Ed Larson
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
Management Analyst		Salvador Gonzalez Jr.

Absent from the Meeting:

Vice-Chairman	Place No. 5	Jason LaBruyere

*Alternate Member Wood had to leave at the beginning of the meeting.

Visitors at the Meeting:

Abra Nusser	Donna Sketes
John Ainsworth	Brian Sketes
Peter Drolet	Noe Garcia
Marty Rader	John Ainsworth
Adam Burke	Sophie Bien Gerardin
Randy Mauger	Barbara Tucker
Jacob Abramovich	

(1) Call to Order

Chairman Barngrover called the meeting to order at 6:06 P.M.

(2) Roll Call to Establish Quorum

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

(3) Audience Participation

Chairman Barngrover explained the procedures regarding audience participation.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on October 11, 2022 were presented for approval. A motion was made by Member Wooten with a second by Member Allen to approve the minutes for October 11, 2022. Motion carried unanimously.

For: Chairman Barngrover, Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere

5) PZ 1122-01 PUBLIC HEARING

Consideration and Action Regarding Approval of a Request for City-Initiated Rezoning of multiple parcels to "NMU" - Neighborhood Mixed-Use District for conformance to the City's Comprehensive Plan, being approximately 85 acres on the following properties: Saginaw Springs, Block 2, Lot 30, Commercial Tract 2; Albright, Alexander F Survey Abstract 1849 Tract 2C04; Albright, Alexander F Survey Abstract 1849 Tract 2C; Albright, Alexander F Survey Abstract 1849 Tract 3H; Idea Schools Addition Block A, Lot 1; Idea Schools Addition Block A, Lot 2; Albright, Alexander F Survey Abstract 1849 Tract 3A; Albright, Alexander F Survey Abstract 1849 Tract 3H05; Alford, James P Survey Abstract 53 Tract 2A City Boundary Split; and Alford, James P Survey Abstract A 53 Tract 1K, Saginaw, Tarrant County, Texas.

Chairman Barngrover opened the public hearing at 6:10 p.m.

Abra Nusser, from Peloton Solutions, briefed the Commission on the background of the ordinance, the Comprehensive Plan, and the details of each tract. Audience members concerns and questions were also addressed during the presentation, including Peter Drolet, who had overall questions regarding rezoning and how the City regulates certain issues. The Commission heard from different developers, Larry Frazier and Adam Burke, in the audience against the proposed zoning as well. Representatives from parcels six and ten shared their disapproval of the zoning change and explained that their projects would no longer work given the proposed regulations. They also explained that they solely purchased the parcels based off the initial zoning and thus the zoning would impact their plans. Planning Manager Victor-Trevino explained to the Commission that although no formal applications have been received from either parcel, the city would recommend removing the parcels from batch one if they could not adhere to the proposed regulations.

Chairman Barngrover closed the public hearing at 6:56 p.m.

A motion was made by Member Larson with a second by Member Wooten to recommend that the City Council approve a request for City-Initiated Rezoning of multiple parcels to "NMU" - Neighborhood Mixed-Use District for conformance to the City's Comprehensive Plan, being approximately 85 acres on the following properties: Saginaw Springs, Block 2, Lot 30, Commercial Tract 2; Albright, Alexander F Survey Abstract 1849 Tract 2C04; Albright, Alexander F Survey Abstract 1849 Tract 2C; Albright, Alexander F Survey Abstract 1849 Tract 3H; Idea Schools Addition Block A, Lot 1; Albright, Alexander F Survey Abstract 1849 Tract 3A; Albright, Alexander F Survey Abstract 1849 Tract 3H05; and Alford, James P Survey Abstract 53 Tract 2A City Boundary Split, Saginaw, Tarrant County, Texas and to recommend the disapproval of the following properties; Idea Schools Addition Block A, Lot 2, and Alford, James P Survey Abstract A 53 Tract 1K, Saginaw, Tarrant County, Texas.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(6) PZ 1122-02

Consideration and Action Regarding Approval of a Final Plat (Conveyance Plat) for Lots 3 & 4, Block, 1 The Square, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas.

John Ainsworth, from Kimley-Horn, briefed the Commission on the background and details of the conveyance plat and answered the Commission's questions. Audience participation was bypassed.

A motion was made by Alternate Member Kraus with a second by Member Larson to recommend that the City Council approve a Final Plat (Conveyance Plat) for Lots 3 & 4, Block, 1 The Square, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(7) PZ 1122-03 PUBLIC HEARING
Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code, which Establishes a Planning and Zoning Commission and Provides for the Purposes, Organization, and Membership of the Commission.

Chairman Barngrover opened the public hearing at 7:05 p.m.

Management Analyst, Salvador Gonzalez Jr., briefed the Commission on the background and details of the ordinance. Questions over the ordinance by the Commission were addressed by Management Analyst Gonzalez Jr., with specific legal questions beings addressed by City Attorney, Rachel Raggio. Audience participation was bypassed.

Chairman Barngrover closed the public hearing at 7:09 p.m.

A motion was made by Member Wooten with a second by Alternate Member Kraus to recommend that the City Council approve an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code, which Establishes a Planning and Zoning Commission and Provides for the Purposes, Organization, and Membership of the Commission.

For: Chairman Barngrover
Members Wooten, Larson, and Alternate Member Kraus

Against: Member Allen

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(8) PZ 1122-04 PUBLIC HEARING
Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 3, "Board of Adjustment," of Appendix A, "Zoning," of the Saginaw City Code, which establishes a Board of Adjustment and Provides for the Purposes, Organization, and Membership of the Board.

Chairman Barngrover opened the public hearing at 7:10 p.m.

Management Analyst, Salvador Gonzalez Jr., briefed the Commission on the background and details of the ordinance. Audience participation was bypassed.

Chairman Barngrover closed the public hearing at 7:12 p.m.

A motion was made by Member Wooten with a second by Member Larson to recommend that the City Council approve an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 3, "Board of Adjustment," of Appendix A, "Zoning," of the Saginaw City Code, which establishes a Board of Adjustment and Provides for the Purposes, Organization, and Membership of the Board.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(9) PZ 1122-05 PUBLIC HEARING

Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts" of Appendix A "Zoning" of the Saginaw City Code by Removing the Minimum Acreage Requirement for Planned Development Districts.

Chairman Barngrover opened the public hearing at 7:13 p.m.

Planning Manager Susy Victor-Trevino briefed the Commission on the background and details of the ordinance. The questions of the commission were then addressed by Planning Manager, Victor-Trevino. Audience participation was bypassed.

Chairman Barngrover closed the public hearing at 7:21 p.m.

A motion was made by Member Larson with a second by Member Wooten to recommend that the City Council approve an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts" of Appendix A "Zoning" of the Saginaw City Code by Removing the Minimum Acreage Requirement for Planned Development Districts.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(10) 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 and Management Analyst Gonzalez Jr. reviewed several of the current projects under construction in the city.

(11) 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.

(12) Adjournment

Motion was made by Member Larson with a second by Member Wooten to adjourn the meeting. Motion carried.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

Chairman Barngrover declared the meeting of November 08, 2022 closed at 7:32 p.m.

APPROVED:

_____
Chairman

ATTEST:

_____
Susy Victor-Trevino,
Planning Manager/Recording Secretary

City of Saginaw

Meeting Date: 11/15/2022

Staff Contact: Nicky Lawson, Councilmember
Cindy Bighorse, Councilmember

Agenda Items: (13)

E-mail: nlawson@saginawtx.org
cbighorse@saginawtx.org

Phone: 682-551-0583 817-846-4062

SUBJECT:
PUBLIC HEARING--Consideration and Action regarding Ordinance No. 2022-21, Amending Article 2, "Planning and Zoning Commission", of Appendix A, "Zoning", of the Saginaw City Code which establishes a Planning and Zoning Commission and provides for the purposes, organization, and membership of the Commission

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BACKGROUND/DISCUSSION:
This is a public hearing item.

On June 1, 2021, the Council approved three of its members to serve on a subcommittee for the purpose of reviewing 2021 boards applicants. A need was identified by this subcommittee to update the application form, review each board's purpose, objectives and goals as well as to standardize all the boards/committees within the City of Saginaw to improve communication and efficiency and compliance with our ordinances.

Revisions to City Code Appendix A, Article 2 Planning and Zoning Commission are being presented for consideration for adoption. The modifications include:
- end of term changed to June 30 to coincide with other committee appointments
- added training requirement
- added members must be registered voters of the City of Saginaw and shall have resided in the City of Saginaw at least six months prior to service
- require the election of a chair and vice-chair
- presentation of recommendations to City Council
- presentation of an annual report at a City Council Meeting
- post agendas, minutes, budget and attendance, as applicable, on the committee page of the City of Saginaw website
- committee shall hold meetings every quarter and shall meet at least once a year

The Planning & Zoning Commission considered this ordinance at their meeting on November 8th and voted to recommend approval to the City Council.

FINANCIAL IMPACT:
No financial impact.

RECOMMENDATION:
Councilmembers Lawson and Bighorse recommend approval of the revisions to City Code, Appendix A, Article 2 (Ordinance No. 2022-21)

ATTACHMENTS:

Description

Proposed Ordinance No. 2022-21
City Code, Appendix A, Article 2
City Code, Appendix A, Article 2--Proposed Changes
P&Z Minutes, 11-08-2022
P&Z Packet Info

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING ARTICLE 2, "PLANNING AND ZONING COMMISSION," OF APPENDIX A, "ZONING," OF THE SAGINAW CITY CODE, WHICH ESTABLISHES A PLANNING AND ZONING COMMISSION AND PROVIDES FOR THE PURPOSES, ORGANIZATION, AND MEMBERSHIP OF THE COMMISSION; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City Council of the City of Saginaw (the "City Council") has created a Planning and Zoning Commission (the "Commission"); and

WHEREAS, the City Council has previously established regulations for the administrative governance of the Commission and now seeks to update those regulations; and

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on _____, 2022, and the City Council of the City of Saginaw, Texas, held a public hearing on _____, 2022, with respect to the regulations described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements to amend the Zoning Regulations of the City.

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

SECTION 1.

That Sections 2-2, 2-3, 2-5, 2-6, 2-8, and 2-9 of Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code are hereby amended to read as follows:

"**Sec. 2-2. Membership and appointment.**

The said commission shall consist of five regular members and two alternate members to be appointed by the city council. All regular and alternate members shall be qualified electors of the city who have resided in the city six months prior to appointment.

Alternate members should attend all meetings of the commission, and may participate in discussions, but shall have no right to make motions or vote except when acting in the absence or disqualification of a regular member. Alternates shall be designated on their appointment as first and second alternate. On absence or disqualification of one or more regular members, alternates shall be requested by the chair of the commission to act in place of the absent or disqualified member in numerical order of their respective alternate designations.

The members of the commission also serve as members of the Capital Improvements Advisory Committee as established in section 2-163 of the city code. The city council's appointment of any member of the commission shall be deemed to be a simultaneous appointment of that member to the said committee. If the commission does not contain at least one representative from the real estate, development, or building industries, then one such representative shall be appointed by the city council as an ad hoc voting member of the said committee.

Sec. 2-3. Terms of office.

The terms of three of the regular members shall expire on June 30 of each even-numbered year and the terms of two of the regular members shall expire on June 30 of each odd-numbered year. The regular members of the commission shall be identified by place numbers one through five. The odd numbered places shall expire in the odd-numbered years; the even-numbered places shall expire in the even-numbered years. No member shall be appointed for a term in excess of two years. Members may apply to be reappointed to succeed themselves. Newly appointed members shall be installed in the first regular commission meeting after their appointment.

The term for an ad hoc Capital Improvements Advisory Committee member who is not a member of the commission shall be for two years and shall expire on June 30.

* * *

Sec. 2-5. - Removal from office.

Members serve at the will of the city council and shall be removable from office at any time, without cause.

* * *

Sec. 2-6. Organization and conduct of business.

The commission shall hold an annual organizational meeting and shall elect a chair and vice-chair from among its members before proceeding to any other matters of business. The enforcing officer shall be the secretary of the commission. The commission shall adopt its own rules of procedure and keep a record of its proceedings in accordance with applicable state statutes and these regulations. Newly appointed members shall be

installed at the first regular meeting after their appointment. Members shall complete all statutorily required open government training within 90 days of either the date upon which the member is sworn into service or the date by which the member assumes their responsibilities, whichever is sooner.

* * *

Sec. 2-8. Meeting and quorum.

(a) *Meeting and quorum.* The commission shall hold at least one regular meeting each quarter and may call special meetings as necessary. A quorum for the conduct of business shall consist of three members of the commission. The members of the commission shall regularly attend meetings of the commission and shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.

(b) *Administration.* The commission, with the assistance of the City Manager, or his designee, shall post agendas, minutes, and attendance on the commission's webpage on the city's official website. The commission shall provide an annual report to the city council, as well as additional or supplemental reports upon request of the city council.

Sec. 2-9. Commission actions.

A motion may be made by any member other than the presiding officer or an alternate. Each motion made by the commission shall require a majority of those members present and voting in order to pass.

* * * "

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code, and except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

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

SECTION 4.

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

PASSED AND APPROVED ON THIS ___ DAY OF _____, 2022.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

ARTICLE 2. PLANNING AND ZONING COMMISSION

Sec. 2-1. Creation and purpose.

In accordance with the provisions of the Texas Local Government Code Chapter 212.001-.017 and Chapter 211.001-.013, a planning and zoning commission is hereby created in order to accomplish the following purposes:

1. To identify community needs and to advise the city council of their short-range and long-range implications for the total development of the city;
2. To recommend achievable community goals as a basis for long-range planning and development programs;
3. To recommend plans, programs, and policies that will aid the entire community in achieving its defined goals; and
4. To interpret the adopted plans and programs to concerned citizens so that private activities and desires may be accomplished in harmony with public needs and policies.

Sec. 2-2. Membership and appointment.

The said commission shall consist of five regular members and two alternate members to be appointed by the city council. All regular and alternate members shall be qualified electors of the city who have resided in the city six months prior to appointment. Alternate members should attend all meetings of the board, and may participate in discussions, but shall have no right to make motions or vote except when acting in the absence or disqualification of a regular member. Alternates shall be designated on their appointment as first and second alternate. On absence or disqualification of one or more regular members, alternates shall be requested by the chair of the board to act in place of the absent or disqualified member in numerical order of their respective alternate designations.

The Planning and Zoning Commission (P&Z) also serves as members of the Capital Improvements Advisory Committee (CIAC) established for the purposes set forth in V.T.C.A., Local Government Code § 395.058. The city council's action of appointing the P&Z members shall be deemed to be their simultaneous appointment as members of the CIAC. If the P&Z does not have at least one representative from the real estate, development, or building industries, then one such representative shall be appointed by the city council as an ad hoc voting member of the CIAC. (REF: Ord 2020-23)

Sec. 2-3. Terms of office.

The terms of three of the regular members shall expire on June 30 of each even-numbered year and the terms of two of the regular members shall expire on June 30 of each odd-numbered year. The regular members of the commission shall be identified by place numbers one through five. The odd numbered places shall expire in the odd-numbered years; the even-numbered places shall expire in the even-numbered years. No member shall be appointed for a term in excess of two years. Members may apply to be re-appointed to succeed themselves. Newly appointed members shall be installed in the first regular commission meeting after their appointment.

The term for an ad hoc voting member fulfilling requirements for CIAC, who is not a member of the P&Z, shall be for two years and shall expire on June 30.

Sec. 2-4. Vacancies.

Any vacancies of regular members, shall be filled for the unexpired term by appointment of the Chair. Alternates shall be filled for the unexpired term by appointment of the City Council. .

Sec. 2-5. Removal from office.

Members shall be removable from office for cause after formal written charges and public hearing by the city council. If a regular member is absent in excess of three consecutive regular meetings or is inexcusably absent in excess of three regular meetings in any calendar year, the member may be removed and replaced with an alternate, without formal written charges and public hearing,.

Sec. 2-6. Organization and conduct of business.

The commission shall hold an annual organizational meeting and shall elect a chair and vice-chair from among its members before proceeding to any other matters of business. The enforcing officer shall be the secretary of the commission. The commission shall, as established by the City Charter adopt its own rules of procedure and keep a record of its proceedings in accordance with the state statutes and these regulations. Newly appointed members shall be installed at the first regular meeting after their appointment.

Members shall complete the statutorily mandated open government training within 90 days of having been sworn in to service or from the date by which the member otherwise assumes responsibilities for the board, whichever is sooner.

Sec. 2-7. Duties and powers.

The planning and zoning commission is hereby charged with the duty and invested with the authority to:

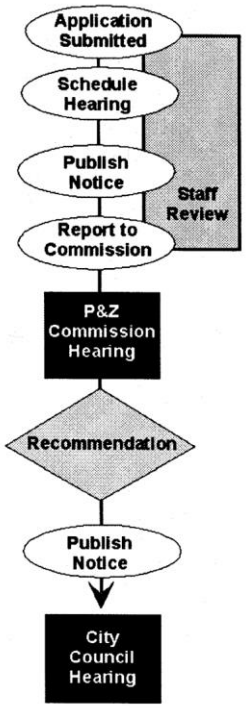
1. Inspect property and premises at reasonable hours where required in the discharge of its responsibilities under the laws of the State of Texas and of the city.
2. Formulate and recommend to the city council for its adoption a city plan for the orderly growth and development of the city and its environs, and from time-to-time recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety, and general welfare of the citizens of the city.
3. Formulate a zoning plan as may be deemed best to carry out the goals of the city plan; hold public hearings and make recommendations to the city council relating to the creation, amendment, and implementation of zoning regulations and districts as provided in Vernon's Texas Codes Annotated, Local Government Code # 211.001-211.013, as amended, authorizing cities and incorporated villages to pass regulations; all powers granted under said Act are specifically adopted and made a part hereof.
4. Exercise all the powers of a commission as to approval or disapproval of plans, plats, or replats and vacations of plans, plats or replats set out in The Local Government Code Chapter 212.001-212.017.
5. Study and recommend on the location, extension and planning of public rights-of-way, parks and other public places, and on the vacating or closing of same.

6. Study and recommend on the general design and location of public buildings, bridges, viaducts, street fixtures and other structures and appurtenances. Study and recommend on the design or alteration and on the location or relocation of works of art which are, or may become, the property of the city.

7. Initiate, in the name of the city, for consideration at public hearing all proposals: (1) for the opening, vacating or closing of public rights-of-way, parks or other public places; (2) for the original zoning of annexed areas; and (3) for the change of zoning district boundaries on an area-wide basis. No fee shall be required for the filing of any such proposal in the name of the city.

8. Formulate and recommend to the city council for its adoption policies and regulations consistent with the adopted city plan governing the location and/or operation of utilities, public facilities and services owned or under the control of the city.

9. Keep itself informed with reference to the progress of city planning in the United States and other countries and recommend improvements in the adopted plans of the city.



Duties and Powers

Sec. 2-8. Meeting and quorum.

The board shall hold at least one regular meeting each quarter. Special meetings may be called as necessary.

A quorum for the conduct of business shall consist of three members of the commission. The members of the commission shall regularly attend meetings and public hearings of the commission and shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties. The board shall post agendas, minutes and attendance on the board's webpage on the city's website.

The board shall provide an annual report to the city council and may be required to provide additional reports upon request of the city council.

Sec. 2-9. Commission actions.

A motion may be made by any member other than the presiding officer or alternates.

A motion to approve any matter before the commission or to recommend approval of any request requiring council action shall require three favorable votes of the members present for the voting. When all motions to recommend application fail to carry by three votes, consideration of the application shall be continued to the next regular meeting upon motion carried by a majority of those present. Provided further that no request or application shall be continued under this rule beyond the next regular meeting. Failure of the commission to secure three concurring votes to approve or recommend approval at said next regular meeting shall be recorded in the minutes as a denial of the proposal under this rule.

Sec. 2-10. Disqualification from voting.

A member shall disqualify himself from voting whenever he finds that he has a personal or monetary interest in the property under appeal, or that he will be directly affected by the decision of the commission.

A member may disqualify himself from voting whenever any applicant, or his agent, has sought to influence the vote of the member on his application, other than in the public hearing.

ARTICLE 2. PLANNING AND ZONING COMMISSION

Sec. 2-1. Creation and purpose.

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1. To identify community needs and to advise the city council of their short-range and long-range implications for the total development of the city;
2. To recommend achievable community goals as a basis for long-range planning and development programs;
3. To recommend plans, programs, and policies that will aid the entire community in achieving its defined goals; and
4. To interpret the adopted plans and programs to concerned citizens so that private activities and desires may be accomplished in harmony with public needs and policies.

Sec. 2-2. Membership and appointment.

The said commission shall consist of five regular members and two alternate members to be appointed by the city council. All regular and alternate members shall be qualified electors of the city who have resided in the city six months prior to appointment. Alternate members should attend all meetings of the board, and may participate in discussions, but shall have no right to make motions or vote except when acting in the absence or disqualification of a regular member. Alternates shall be designated on their appointment as first and second alternate. On absence or disqualification of one or more regular members, alternates shall be requested by the chair of the board to act in place of the absent or disqualified member in numerical order of their respective alternate designations.

The Planning and Zoning Commission (P&Z) also serves as members of the Capital Improvements Advisory Committee (CIAC) established for the purposes set forth in V.T.C.A., Local Government Code § 395.058. The city council's action of appointing the P&Z members shall be deemed to be their simultaneous appointment as members of the CIAC. If the P&Z does not have at least one representative from the real estate, development, or building industries, then one such representative shall be appointed by the city council as an ad hoc voting member of the CIAC. (REF: Ord 2020-23)

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The terms of three of the regular members shall expire on June 30 of each even-numbered year and the terms of two of the regular members shall expire on June 30 of each odd-numbered year. The regular members of the commission shall be identified by place numbers one through five. The odd numbered places shall expire in the odd-numbered years; the even-numbered places shall expire in the even-numbered years. No member shall be appointed for a term in excess of two years. Members may apply to be re-appointed to succeed themselves. Newly appointed members shall be installed in the first regular commission meeting after their appointment.

The term for an ad hoc voting member fulfilling requirements for CIAC, who is not a member of the P&Z, shall be for two years and shall expire on June 30.

Sec. 2-4. Vacancies.

Any vacancies of regular members, shall be filled for the unexpired term by appointment of the Chair. Alternates shall be filled for the unexpired term by appointment of the City Council. .

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Members shall be removable from office for cause after formal written charges and public hearing by the city council. If a regular member is absent in excess of three consecutive regular meetings or is inexcusably absent in excess of three regular meetings in any calendar year, the member may be removed and replaced with an alternate, without formal written charges and public hearing,.

Sec. 2-6. Organization and conduct of business.

The commission shall hold an annual organizational meeting and shall elect a chair and vice-chair from among its members before proceeding to any other matters of business. The enforcing officer shall be the secretary of the commission. The commission shall, as established by the City Charter adopt its own rules of procedure and keep a record of its proceedings in accordance with the state statutes and these regulations. Newly appointed members shall be installed at the first regular meeting after their appointment.

Members shall complete the statutorily mandated open government training within 90 days of having been sworn in to service or from the date by which the member otherwise assumes responsibilities for the board, whichever is sooner.

Sec. 2-7. Duties and powers.

The planning and zoning commission is hereby charged with the duty and invested with the authority to:

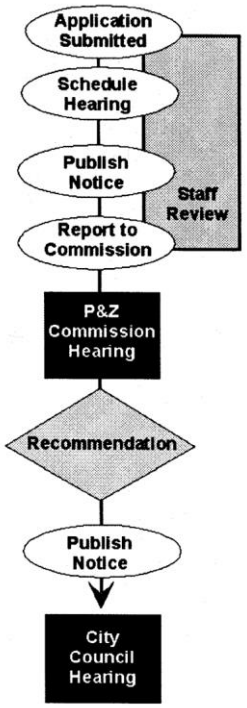
1. Inspect property and premises at reasonable hours where required in the discharge of its responsibilities under the laws of the State of Texas and of the city.
2. Formulate and recommend to the city council for its adoption a city plan for the orderly growth and development of the city and its environs, and from time-to-time recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety, and general welfare of the citizens of the city.
3. Formulate a zoning plan as may be deemed best to carry out the goals of the city plan; hold public hearings and make recommendations to the city council relating to the creation, amendment, and implementation of zoning regulations and districts as provided in Vernon's Texas Codes Annotated, Local Government Code # 211.001-211.013, as amended, authorizing cities and incorporated villages to pass regulations; all powers granted under said Act are specifically adopted and made a part hereof.
4. Exercise all the powers of a commission as to approval or disapproval of plans, plats, or replats and vacations of plans, plats or replats set out in The Local Government Code Chapter 212.001-212.017.
5. Study and recommend on the location, extension and planning of public rights-of-way, parks and other public places, and on the vacating or closing of same.

6. Study and recommend on the general design and location of public buildings, bridges, viaducts, street fixtures and other structures and appurtenances. Study and recommend on the design or alteration and on the location or relocation of works of art which are, or may become, the property of the city.

7. Initiate, in the name of the city, for consideration at public hearing all proposals: (1) for the opening, vacating or closing of public rights-of-way, parks or other public places; (2) for the original zoning of annexed areas; and (3) for the change of zoning district boundaries on an area-wide basis. No fee shall be required for the filing of any such proposal in the name of the city.

8. Formulate and recommend to the city council for its adoption policies and regulations consistent with the adopted city plan governing the location and/or operation of utilities, public facilities and services owned or under the control of the city.

9. Keep itself informed with reference to the progress of city planning in the United States and other countries and recommend improvements in the adopted plans of the city.



Duties and Powers

Sec. 2-8. Meeting and quorum.

The board shall hold at least one regular meeting each quarter. Special meetings may be called as necessary.

A quorum for the conduct of business shall consist of three members of the commission. The members of the commission shall regularly attend meetings and public hearings of the commission and shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties. The board shall post agendas, minutes and attendance on the board's webpage on the city's website.

The board shall provide an annual report to the city council and may be required to provide additional reports upon request of the city council.

Sec. 2-9. Commission actions.

A motion may be made by any member other than the presiding officer or alternates.

A motion to approve any matter before the commission or to recommend approval of any request requiring council action shall require three favorable votes of the members present for the voting. When all motions to recommend application fail to carry by three votes, consideration of the application shall be continued to the next regular meeting upon motion carried by a majority of those present. Provided further that no request or application shall be continued under this rule beyond the next regular meeting. Failure of the commission to secure three concurring votes to approve or recommend approval at said next regular meeting shall be recorded in the minutes as a denial of the proposal under this rule.

Sec. 2-10. Disqualification from voting.

A member shall disqualify himself from voting whenever he finds that he has a personal or monetary interest in the property under appeal, or that he will be directly affected by the decision of the commission.

A member may disqualify himself from voting whenever any applicant, or his agent, has sought to influence the vote of the member on his application, other than in the public hearing.

MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW ED KEETER PUBLIC LIBRARY
355 WEST MCLEROY BOULEVARD
November 08, 2022

Present at the Meeting:

Member	Place No. 1	Brent Wooten
Chairman	Place No. 2	William Barngrover
Member	Place No. 3	Phillip Allen
Member	Place No. 4	Ed Larson
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
Management Analyst		Salvador Gonzalez Jr.

Absent from the Meeting:

Vice-Chairman	Place No. 5	Jason LaBruyere

*Alternate Member Wood had to leave at the beginning of the meeting.

Visitors at the Meeting:

Abra Nusser	Donna Sketes
John Ainsworth	Brian Sketes
Peter Drolet	Noe Garcia
Marty Rader	John Ainsworth
Adam Burke	Sophie Bien Gerardin
Randy Mauger	Barbara Tucker
Jacob Abramovich	

(1) Call to Order

Chairman Barngrover called the meeting to order at 6:06 P.M.

(2) Roll Call to Establish Quorum

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

(3) Audience Participation

Chairman Barngrover explained the procedures regarding audience participation.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on October 11, 2022 were presented for approval. A motion was made by Member Wooten with a second by Member Allen to approve the minutes for October 11, 2022. Motion carried unanimously.

For: Chairman Barngrover, Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere

5) PZ 1122-01 PUBLIC HEARING

Consideration and Action Regarding Approval of a Request for City-Initiated Rezoning of multiple parcels to "NMU" - Neighborhood Mixed-Use District for conformance to the City's Comprehensive Plan, being approximately 85 acres on the following properties: Saginaw Springs, Block 2, Lot 30, Commercial Tract 2; Albright, Alexander F Survey Abstract 1849 Tract 2C04; Albright, Alexander F Survey Abstract 1849 Tract 2C; Albright, Alexander F Survey Abstract 1849 Tract 3H; Idea Schools Addition Block A, Lot 1; Idea Schools Addition Block A, Lot 2; Albright, Alexander F Survey Abstract 1849 Tract 3A; Albright, Alexander F Survey Abstract 1849 Tract 3H05; Alford, James P Survey Abstract 53 Tract 2A City Boundary Split; and Alford, James P Survey Abstract A 53 Tract 1K, Saginaw, Tarrant County, Texas.

Chairman Barngrover opened the public hearing at 6:10 p.m.

Abra Nusser, from Peloton Solutions, briefed the Commission on the background of the ordinance, the Comprehensive Plan, and the details of each tract. Audience members concerns and questions were also addressed during the presentation, including Peter Drolet, who had overall questions regarding rezoning and how the City regulates certain issues. The Commission heard from different developers, Larry Frazier and Adam Burke, in the audience against the proposed zoning as well. Representatives from parcels six and ten shared their disapproval of the zoning change and explained that their projects would no longer work given the proposed regulations. They also explained that they solely purchased the parcels based off the initial zoning and thus the zoning would impact their plans. Planning Manager Victor-Trevino explained to the Commission that although no formal applications have been received from either parcel, the city would recommend removing the parcels from batch one if they could not adhere to the proposed regulations.

Chairman Barngrover closed the public hearing at 6:56 p.m.

A motion was made by Member Larson with a second by Member Wooten to recommend that the City Council approve a request for City-Initiated Rezoning of multiple parcels to "NMU" - Neighborhood Mixed-Use District for conformance to the City's Comprehensive Plan, being approximately 85 acres on the following properties: Saginaw Springs, Block 2, Lot 30, Commercial Tract 2; Albright, Alexander F Survey Abstract 1849 Tract 2C04; Albright, Alexander F Survey Abstract 1849 Tract 2C; Albright, Alexander F Survey Abstract 1849 Tract 3H; Idea Schools Addition Block A, Lot 1; Albright, Alexander F Survey Abstract 1849 Tract 3A; Albright, Alexander F Survey Abstract 1849 Tract 3H05; and Alford, James P Survey Abstract 53 Tract 2A City Boundary Split, Saginaw, Tarrant County, Texas and to recommend the disapproval of the following properties; Idea Schools Addition Block A, Lot 2, and Alford, James P Survey Abstract A 53 Tract 1K, Saginaw, Tarrant County, Texas.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(6) PZ 1122-02

Consideration and Action Regarding Approval of a Final Plat (Conveyance Plat) for Lots 3 & 4, Block, 1 The Square, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas.

John Ainsworth, from Kimley-Horn, briefed the Commission on the background and details of the conveyance plat and answered the Commission's questions. Audience participation was bypassed.

A motion was made by Alternate Member Kraus with a second by Member Larson to recommend that the City Council approve a Final Plat (Conveyance Plat) for Lots 3 & 4, Block, 1 The Square, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(7) PZ 1122-03 PUBLIC HEARING
Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code, which Establishes a Planning and Zoning Commission and Provides for the Purposes, Organization, and Membership of the Commission.

Chairman Barngrover opened the public hearing at 7:05 p.m.

Management Analyst, Salvador Gonzalez Jr., briefed the Commission on the background and details of the ordinance. Questions over the ordinance by the Commission were addressed by Management Analyst Gonzalez Jr., with specific legal questions beings addressed by City Attorney, Rachel Raggio. Audience participation was bypassed.

Chairman Barngrover closed the public hearing at 7:09 p.m.

A motion was made by Member Wooten with a second by Alternate Member Kraus to recommend that the City Council approve an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code, which Establishes a Planning and Zoning Commission and Provides for the Purposes, Organization, and Membership of the Commission.

For: Chairman Barngrover
Members Wooten, Larson, and Alternate Member Kraus

Against: Member Allen

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(8) PZ 1122-04 PUBLIC HEARING
Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 3, "Board of Adjustment," of Appendix A, "Zoning," of the Saginaw City Code, which establishes a Board of Adjustment and Provides for the Purposes, Organization, and Membership of the Board.

Chairman Barngrover opened the public hearing at 7:10 p.m.

Management Analyst, Salvador Gonzalez Jr., briefed the Commission on the background and details of the ordinance. Audience participation was bypassed.

Chairman Barngrover closed the public hearing at 7:12 p.m.

A motion was made by Member Wooten with a second by Member Larson to recommend that the City Council approve an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 3, "Board of Adjustment," of Appendix A, "Zoning," of the Saginaw City Code, which establishes a Board of Adjustment and Provides for the Purposes, Organization, and Membership of the Board.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(9) PZ 1122-05 PUBLIC HEARING

Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts" of Appendix A "Zoning" of the Saginaw City Code by Removing the Minimum Acreage Requirement for Planned Development Districts.

Chairman Barngrover opened the public hearing at 7:13 p.m.

Planning Manager Susy Victor-Trevino briefed the Commission on the background and details of the ordinance. The questions of the commission were then addressed by Planning Manager, Victor-Trevino. Audience participation was bypassed.

Chairman Barngrover closed the public hearing at 7:21 p.m.

A motion was made by Member Larson with a second by Member Wooten to recommend that the City Council approve an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts" of Appendix A "Zoning" of the Saginaw City Code by Removing the Minimum Acreage Requirement for Planned Development Districts.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(10) 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 and Management Analyst Gonzalez Jr. reviewed several of the current projects under construction in the city.

(11) 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.

(12) Adjournment

Motion was made by Member Larson with a second by Member Wooten to adjourn the meeting. Motion carried.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

Chairman Barngrover declared the meeting of November 08, 2022 closed at 7:32 p.m.

APPROVED:

_____
Chairman

ATTEST:

_____
Susy Victor-Trevino,
Planning Manager/Recording Secretary

City of Saginaw
Planning and Zoning

Planning and Zoning Commission Amendment

Date: November 8, 2022

To: Chairman and Members of the Planning and Zoning Commission

From: Salvador Gonzalez Jr.

Subject: Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission" of Appendix A, "Zoning," of the Saginaw City Code, which establishes a Planning and Zoning Commission and Provides for the Purposes, Organization, and Membership of the Commission.

Background/Discussion:

In 2022, City Council approved the creation of a Special Advisory Committee to review Commissions and Boards within the City and bring forth recommendations and changes for approval. Ordinance 2022-21 amends the Code of Ordinances regulating the Planning and Zoning Commission to adhere to the recommended changes suggested by the Special Advisory Committee.

An amendment to Section 2-2, *Membership and Appointment*, would grant the **mayor the ability to request alternates to step in place of a regular member** in absence or disqualification of a regular member of the Commission. The amendment also **establishes the requirement for Commissioners to serve on the Capital Improvements Advisory Committee.**

An amendment to Section 2-3, *Terms of Office*, would set a **term length of 2 years for an ad-hoc Capital Improvements Advisory Committee member** who is not a member of the Planning and Zoning Commission, set to expire on June 30th.

An amendment to Section 2-5, *Removal from office*, would grant the ability for City Council to **remove any member from the Commission** at any time, without cause.

An amendment to Section 2-6, *Organization and conduct of business*, would require newly appointed members to **complete open government training** within 90 days of being sworn in or assuming responsibility of the office.

Amendments to Section 2-8, *Meeting and quorum,* would establish subsections *Meeting and quorum,* and *Administration.* It would also require the Commission to **hold at least one regular meeting each quarter and grants the Commission the ability to call special meetings as necessary**. Additionally, the Commission would also have to **post agendas, minutes, and attendance to the Commission's webpage** on the official City website with the assistance of the City Manager or his/her designee. The Commission would also have to **provide annual reports to the City Council, as well as any additional or requested reports.**

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An amendment to Section 2-9, *Commission Actions*, removes the ability for **alternate members to make a motion**, and **removes the ability to carry a failed motion to the next meeting**.

Staff Recommendation:
Staff recommends that the request for an approval of an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code, which establishes a Planning and Zoning Commission and provides for the purposes, organization, and membership of the Commission, be forward to the City Council with a recommendation for approval.

Attachments:
Ordinance 2022-21 and Proof of Public Notice.

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ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING ARTICLE 2, "PLANNING AND ZONING COMMISSION," OF APPENDIX A, "ZONING," OF THE SAGINAW CITY CODE, WHICH ESTABLISHES A PLANNING AND ZONING COMMISSION AND PROVIDES FOR THE PURPOSES, ORGANIZATION, AND MEMBERSHIP OF THE COMMISSION; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City Council of the City of Saginaw (the "City Council") has created a Planning and Zoning Commission (the "Commission"); and

WHEREAS, the City Council has previously established regulations for the administrative governance of the Commission and now seeks to update those regulations; and

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on November 08, 2022, and the City Council of the City of Saginaw, Texas, held a public hearing on November 15, 2022, with respect to the regulations described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements to amend the Zoning Regulations of the City.

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

SECTION 1.

That Sections 2-2, 2-3, 2-5, 2-6, 2-8, and 2-9 of Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code are hereby amended to read as follows:

"**Sec. 2-2. Membership and appointment.**

The said commission shall consist of five regular members and two alternate members to be appointed by the city council. All regular and alternate members shall be qualified electors of the city who have resided in the city six months prior to appointment.

Alternate members should attend all meetings of the commission, and may participate in discussions, but shall have no right to make motions or vote except when acting in the absence or disqualification of a regular member. Alternates shall be designated on their appointment as first and second alternate. On absence or disqualification of one or more regular members, alternates shall be requested by the chair of the commission to act in place of the absent or disqualified member in numerical order of their respective alternate designations.

The members of the commission also serve as members of the Capital Improvements Advisory Committee as established in section 2-163 of the city code. The city council's appointment of any member of the commission shall be deemed to be a simultaneous appointment of that member to the said committee. If the commission does not contain at least one representative from the real estate, development, or building industries, then one such representative shall be appointed by the city council as an ad hoc voting member of the said committee.

Sec. 2-3. Terms of office.

The terms of three of the regular members shall expire on June 30 of each even-numbered year and the terms of two of the regular members shall expire on June 30 of each odd-numbered year. The regular members of the commission shall be identified by place numbers one through five. The odd numbered places shall expire in the odd-numbered years; the even-numbered places shall expire in the even-numbered years. No member shall be appointed for a term in excess of two years. Members may apply to be reappointed to succeed themselves. Newly appointed members shall be installed in the first regular commission meeting after their appointment.

The term for an ad hoc Capital Improvements Advisory Committee member who is not a member of the commission shall be for two years and shall expire on June 30.

* * *

Sec. 2-5. - Removal from office.

Members serve at the will of the city council and shall be removable from office at any time, without cause.

* * *

Sec. 2-6. Organization and conduct of business.

The commission shall hold an annual organizational meeting and shall elect a chair and vice-chair from among its members before proceeding to any other matters of business. The enforcing officer shall be the secretary of the commission. The commission shall adopt its own rules of procedure and keep a record of its proceedings in accordance with applicable state statutes and these regulations. Newly appointed members shall be

installed at the first regular meeting after their appointment. Members shall complete all statutorily required open government training within 90 days of either the date upon which the member is sworn into service or the date by which the member assumes their responsibilities, whichever is sooner.

* * *

Sec. 2-8. Meeting and quorum.

(a) *Meeting and quorum.* The commission shall hold at least one regular meeting each quarter and may call special meetings as necessary. A quorum for the conduct of business shall consist of three members of the commission. The members of the commission shall regularly attend meetings of the commission and shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.

(b) *Administration.* The commission, with the assistance of the City Manager, or his designee, shall post agendas, minutes, and attendance on the commission's webpage on the city's official website. The commission shall provide an annual report to the city council, as well as additional or supplemental reports upon request of the city council.

Sec. 2-9. Commission actions.

A motion may be made by any member other than the presiding officer or an alternate. Each motion made by the commission shall require a majority of those members present and voting in order to pass.

* * * "

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code, and except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

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

SECTION 4.

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

PASSED AND APPROVED ON THIS ___ DAY OF _____, 2022.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

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Legals

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS
Sealed bids will be received via www.PlanetBids.com until November 17, 2022, at 2:00 p.m. at that time publicly opened and read via teleconference for the following:
RFB # 22140 -- Congregate Meal Program
Further information and specifications may be obtained at www.planetbids.com, www.gptx.org, or from the Purchasing division at (972) 237-8045.
The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.
IPL0095915
Oct 27,Nov 10 2022

SECTION 00 11 13
INVITATION TO BIDDERS
RECEIPT OF BIDS
Sealed bids for the construction of CPN 102930 - 2022 Bond Year 1 - Contract 4 ("Project") will be received by the City of Fort Worth Purchasing Office until, 1:30 P.M. CST, Thursday, November 17, 2022 as further described below:
City of Fort Worth
Purchasing Division
200 Texas Street
Fort Worth, Texas 76102
Bids will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above.
Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers.
GENERAL DESCRIPTION OF WORK
The major work will consist of the (approximate) following:
Unit 1: Water Improvements:
60 LF - 6" Water Line by Open Cut
3,610 LF - 8" Water Line by Open Cut
760 LF - 16" Water Line by Open Cut
4 EA - 8" Gate Valve
11 EA - 16" Gate Valve with Vault
5 EA - Fire Hydrant
84 EA - 1" Water Service
Unit 2: Sanitary Sewer Improvements:
3,330 LF - 8" Sewer Pipe by Open Cut
510 LF - 10" Sewer Pipe by Open Cut
21 EA - 4' Manhole
10 EA - 4' Drop Manhole
120 EA - 4' Sewer Service
Unit 3: Paving Improvements:
9,920 LF - 6" Concrete Curb (Base Bid)
9,090 LF - 6" Concrete Curb and Gutter (Alternate)
15,760 SF - 6" Concrete Driveway
1,520 SF - 8" Concrete Driveway
16,300 SY - 11" Pavement Pulverization (Alternate)
16,300 SY - 3" Asphalt Pavement (Alternate)
30,240 SF - 4" Concrete Sidewalk
3,220 SF - 4" Concrete Sidewalk, Adjacent to Curb
PREQUALIFICATION
Certain improvements included in this project must be performed by a contractor or designated subcontractor who is pre-qualified by the City at the time of bid opening. The procedures for qualification and pre-qualification are outlined in the Section 3 of 00 21 13 - INSTRUCTIONS TO BIDDERS.
DOCUMENT EXAMINATION AND PROCUREMENTS
The Bidding and Contract Documents may be examined or obtained on-line by visiting the City of Fort Worth's Purchasing Division website at http://www.fortworthtexas.gov/purchasing/ and clicking on the link to the advertised project folders on the City's electronic document management and collaboration system site.
Bid Documents Folder:
https://docs.b360.autodesk.com/shares/5b6b4ed0-2f57-44b5-9e7f-e13dcd6578c4
Addendum:
https://docs.b360.autodesk.com/shares/d6f1f657-a1b5-4675-bd7a-2be95866f7a8
The Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.
Copies of the Bidding and Contract Documents may be purchased from CRIADO & Associates, Inc., which is as follows 4100 Spring Valley Road, Suite 1001, Dallas, Texas 75244.
The cost of Bidding and Contract Documents is:
Set of Bidding and Contract Documents with full size drawings: $60.00
Set of Bidding and Contract Documents with half size (if available) drawings: $40.00
EXPRESSION OF INTEREST
To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at http://fortworthtexas.gov/purchasing/
PREBID CONFERENCE --Web Conference
A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time via a web conferencing application:
DATE: November 1st, 2022
TIME: 10:00am
Invitations with links to the web conferencing application will be distributed directly to those who have submitted an Expression of Interest.

City of Saginaw Public Notice
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on November 08, 2022 to consider an ordinance amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 3, "Board of Adjustment," of Appendix A, "Zoning," of the Saginaw City Code, which Establishes a Board of Adjustment and Provides for the Purpose, Organization, and Membership of the Board. A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on November 15, 2022, to consider the above-mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. The Planning and Zoning Commission meeting will be in the John Ed Keeler Public Library located at 355 West McLeroy Boulevard and the Council Meeting will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any questions regarding this matter to Suzy Victor-Trevino, Planning Manager, 817-230-0440.
IPL0095861
Oct 27 2022

SECTION 00 11 13
INVITATION TO BIDDERS
RECEIPT OF BIDS
Sealed bids for the construction of Walnut Creek Sanitary Sewer Interceptor Extension -- Phase 1 CPN 103414-1 ("Project") will be received by the City of Fort Worth Purchasing Office until 1:30 P.M. CST, Thursday, DECEMBER 1, 2022 as further described below:
City of Fort Worth
Purchasing Division
200 Texas Street
Fort Worth, Texas 76102
Bids will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above;
Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers.
In lieu of delivering completed Business Equity (MWBE) forms for the project to the Purchasing Office, bidders shall email the completed Business Equity forms to the City Project Manager no later than 2:00 p.m. on the third City business day after the bid opening date, exclusive of the bid opening date.
GENERAL DESCRIPTION OF WORK
The major work will consist of the (approximate) following:
- 6,661 LF 27" ASTM F679 PVC or SN79 Fiberglass Reinforced Sanitary Sewer Pipe
- 20 EA 5' DIA Precast Concrete Manhole with Warren or Chesterton Coating
- 1 EA 6' DIA Precast Concrete Manhole with Warren or Chesterton Coating
- 914 LF 42" 0.625-in Steel Casing or 48" 0.1365-in Tunnel Liner Plate
- 13,222 SY Full Depth Asphalt Roadway Reconstruction (8" Flex Base, 2" Type D, 4" Type B)
PREQUALIFICATION
Certain Improvements included in this project must be performed by a contractor or designated subcontractor who is pre-qualified by the City at the time of bid opening. The procedures for qualification and pre-qualification are outlined in the Section 3 of 00 21 13 -- INSTRUCTIONS TO BIDDERS.
DOCUMENT EXAMINATION AND PROCUREMENTS
The Bidding and Contract Documents may be examined or obtained on-line by visiting the City of Fort Worth's Purchasing Division website at http://www.fortworthtexas.gov/purchasing/ and clicking on the link to the advertised project folders on the City's electronic document management and collaboration system site. The Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.
Bid Document Folder:
https://docs.b360.autodesk.com/shares/98dcab03-140b-4c51-9519-9c26713ec5be
Addendum folder:
https://docs.b360.autodesk.com/shares/b5683ba6-2de0-4b11-bceb-234880f9b285
Plan Holders List
https://docs.b360.autodesk.com/shares/13180316-2aba-4388-a2d3-8a8e230d2557
Copies of the Bidding and Contract Documents may be purchased from Dunaway Associates LLC office which is located at:
550 Bailey Ave, Suite 400
Fort Worth, TX 76133
The cost of Bidding and Contract Documents is:
Set of Bidding and Contract Documents with full size drawings: $150
Set of Bidding and Contract Documents with half size (if available) drawings: $75
EXPRESSION OF INTEREST
To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at http://fortworthtexas.gov/purchasing/
PREBID CONFERENCE --Web Conference
A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time via a web conferencing application:
DATE: November 1st, 2022
TIME: 10:00am
Invitations with links to the web conferencing application will be distributed directly to those who have submitted an Expression of Interest.

PUBLIC HEARING NOTICE
Public hearings will be held by Mansfield Planning & Zoning Commission on 11/07/22 at 6PM in Council Chambers of City Hall at 1200 E Broad St Mansfield TX and by Mansfield City Council on 11/14/22 at 7PM at the same location to consider: SUP#22-004; Request for a Specific Use Permit for Apartments, in the Reserve PD Workplace Sub-District on approx. 10.034 ac being a tract of land in the Elizabeth McAnier Survey, abstract no. 1005, City of Mansfield in Tarrant County Texas, located at 240 N Mitchell (SW of E Broad and Reserve Way Intersection).
IPL0095827
Oct 27 2022

City of Mansfield
The City of Mansfield, Texas, intends to select a consultant to provide program/project management services for a Future Land Use Plan.
RFQ documents may be obtained in the documents section for the Project at https://www.mansfieldtexas.gov/331/Planning
Questions about this RFQ should be directed to Jason Alexander, Director of Planning at jason.alexander@mansfieldtexas.gov with the heading "Mansfield Future Land Use Plan Request for Qualifications Question".
The Respondent's responsibility is to ensure that they have secured and thoroughly reviewed all aspects of the RFQ documents before submitting statements of Qualification. Any revisions or clarifications to be incorporated into this document will be confirmed in writing before the due date. No verbal responses will otherwise alter the specifications, terms, and conditions as stated.
Sealed qualifications (eight hard copies and one electronic copy) will be received by the City of Mansfield, Texas on or before November 4, 2022 at 10:00 a.m. in the City Secretary's Office, 1200 E Broad Street, Mansfield Texas 76063. Clearly marked "Statement of Qualifications -- Project Future Land Use Plan" and directed to the attention of "Director, Planning Department". Statements of Qualification will be publicly opened and the names of the Firm submitting will be read aloud on November 4, 2022, 2022 at 1:30 p.m. The City reserves the right to reject any qualifications or accept any combination of statements of Qualification deemed advantageous to it.
IPL0094767
Oct 20,27 2022

SECTION 00 11 13
INVITATION TO BIDDERS
RECEIPT OF BIDS
Sealed bids for the construction of FY23 Asphalt Preventive Maintenance Contract 1, City Project Number 104367 will be received by the City of Fort Worth Purchasing Office until 1:30 P.M. CST, Thursday, November 17, 2022 as further described below:
City of Fort Worth
Purchasing Division
200 Texas Street
Fort Worth, Texas 76102
Bids will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above;
Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers.
GENERAL DESCRIPTION OF WORK
The major work will consist of the following: Asphalt pavement preventive maintenance services that includes; sealing asphalt cracks with modified asphaltic emulsion applied through pressurized injection followed by the application of a pavement sealant with a minimum thickness of 1/8". Major item quantities are shown below:
• 82,500 SY Pavement Sealant with Surfacing Material
DOCUMENT EXAMINATION AND PROCUREMENTS
The Bidding and Contract Documents may be examined or obtained on-line by visiting the City of Fort Worth's Purchasing Division website at http://www.fortworthtexas.gov/purchasing/ and clicking on the link to the advertised project folders on the City's electronic document management and collaboration system site. The Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.
Copies of the Bidding and Contract Documents may be purchased from Capital Delivery Division, 3741 SW Loop 820, Fort Worth, Texas 76133.
The cost of Bidding and Contract Documents is: $30.00
EXPRESSION OF INTEREST
To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at http://fortworthtexas.gov/purchasing/
PREBID CONFERENCE -- Web Conference
A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time via a web conferencing application:
DATE: Wednesday, November 9, 2022
TIME: 10:00 A.M.
Invitations with links to the web con-

PUBLIC HEARING
Public hearings will be held by the Mansfield Planning and Zoning Commission on 11/07/22 at 6:00 pm in the City Council Chamber at 1200 E. Broad St, Mansfield, Tx and by the Mansfield City Council on 12/12/22 at 7:00 pm at the location referenced above to consider proposed amendments to Chapter 155, "Zoning" to revise the definition of an accessory dwelling in Sec 155.012; to repeal Sec 155.082(E)(7) in its entirety; and to repeal and provide new regulations related to accessory dwellings in Sec 155.099(B)(35).
IPL0095828
Oct 27 2022

CITY OF EULESS
ORDINANCE NO. 2326
AN ORDINANCE GRANTING, EXTENDING, RENEWING, AND AMENDING A FRANCHISE TO ALLIED WASTE SERVICES OF FORT WORTH, LLC DBA REPUBLIC SERVICES FOR THE COLLECTION OF RESIDENTIAL AND COMMERCIAL SOLID WASTE WITHIN THE CITY OF EULESS; PROVIDING THE TERMS AND CONDITIONS THEREOF; PROVIDING A TERM FOR THE FRANCHISE; PROVIDING FOR THE APPROVAL OF RATES TO BE CHARGED FOR SUCH SERVICES DURING THE TERM OF THE FRANCHISE; AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.
PUBLICATION. The City Council further directs that only the caption of this ordinance be published in accordance with Article XI, Section 3 of the City Charter.
EFFECTIVE DATE. This ordinance shall be in full force and effect March 1, 2023.
PRESENTED AND GIVEN FIRST READING at a regular meeting of the Euless City Council on the 25th day of October, 2022, by a vote of 7 ayes, 0 nays, and 0 abstentions.
IPL0095893
Oct 27-28 2022

CITY OF SAGINAW
ORDINANCE NO. 2022-08
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.
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 ($2,000.00) for each violation of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.
Passed and Approved on this the 18th day of October, 2022. Todd Flippo, Mayor
IPL0094996
Oct 20,27 2022

City of Fort Worth
REQUEST FOR PROPOSALS
FOR PROVIDING
PROFESSIONAL ENGINEERING
CONSULTANT SERVICES
TO THE CITY OF FORT WORTH,
TEXAS
RFP Group 2022B
The City of Fort Worth is requesting proposals & qualifications from interested and qualified engineering consulting firms or other qualified firms to perform engineering, design, permitting, and professional services necessary for the following projects:
REQUEST FOR PROPOSALS
• Silver Creek Lift Station (CPN 104489) and Bonds Ranch Lift Station (A) (CPN 104490)
The Request for Proposals & Qualifications and related technical information may be examined or obtained on-line by visiting the Fort Worth's Purchasing Division website at http://www.fortworthgov.org/purchasing/. The link will take you to the listing of advertised project/RFP folders. Chose RFP Group 2022B to download the RFP Group packet for viewing and printing by interested parties.
The Request for Proposals (RFPs) and Requests for Qualifications (RFQs) and related technical information, may also be examined or obtained on-line by visiting the Fort Worth Water Department RFP Group 2022B BIM360 website directly using the following Links:
Folder: RFP GROUP 2022B for Entire RFP Package
https://docs.b360.autodesk.com/shares/a6b0b648-909c-43d1-a6a0-8dc5d9c3a55a
Folder: RFP GROUP 2022B COVER LETTER AND COMMON INFORMATION for Common Information and links to specific RFP Files
https://docs.b360.autodesk.com/shares/1297a674-6823-4c44-8b22-a22ef3f82588
Invitations with links to the web con-

NOTICE
The following has been accepted for storage at Edd's Towing, 708 B Katy Rd, Keller, TX 76244. 817-431-4569, VSF #0565131.
Failure of the owner and/ten holder to claim this vehicle within 30 days from this notice is: a waiver of all right, title, and interest in the/vehicle: and consent to the sale of the vehicle at a public sale. Total charges cannot be computed until the vehicle is released.
12' Homemade tilt trailer, black in color, no license plate, no vin.
IPL0095618
Oct 27 2022

City of Saginaw Public Notice
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on November 08, 2022 to consider an ordinance amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code, which Establishes a Planning and Zoning Commission and Provides for the Purpose, Organization, and Membership of the Commission. A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on November 15, 2022, to consider the above-mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. The Planning and Zoning Commission meeting will be in the John Ed Keeler Public Library located at 355 West McLeroy Boulevard and the Council Meeting will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any questions regarding this matter to Suzy Victor-Trevino, Planning Manager, 817-230-0440.
IPL0095862
Oct 27 2022

Animals

Dogs

F1B Parti Goldendoodles
We have 3 females & 4 males. Dad is a AKC registered Poodle and mom is an F1 Goldendoodle. 469-569-3536

Puppies For Sale
Bichon Frise $1000 Females $600 males, 580-352-8625.

Real Estate

Commercial

FOR RENT
Commercial
76108 - White Settlement
200 N Jim Wright Frwy, Suite B
$1,195 mo, Approx 450 sqft
Industrial Multiuse Flexspace
76087 - Weatherford / Aledo
5975 Stacy Lane D
$1,995 mo, Approx 1,600 sqft
Gene Thompson & Associates
817-246-4646 gtatx.com
Hablamos Español

For Rent

76108 - White Settlement
129 N. McEntire Ct, 3-1-1 $1,495
804 S. Kate 3-2-2 $1,595
76020 - Pelican Bay Homes
1807 Pelican Oval 2-1-1 $1,195
1513 Coral Cut-Off 3-1-1 $1,295
1920 Pelican Dr N 3-2-1 $1,495
Gene Thompson & Associates
817-246-4646 gtatx.com
Hablamos Español

For Sale

7448 Bella Trail
Weatherford Tx 76087
Cemetery lots for sale
4 cemetery lots for sale. In Bluebonnet hills memorial park,in colleyville Tx. Call for more information. $6000.00 EACH- 817-565-6354.
8175656354 6000.00 EACH.

Land / Ranches

One of the Best, well-balanced Ranches for Sale in the United States!
Nebraska Sandhills Black Angus Cattle Ranch for sale, Well-balanced, fully stainable, 6,680 acres. Available Turnkey. Offering a 2% coop fee to buyer brokers. The ranch carries 600 AU with 1,300 acres of some of the best sub-irrigated meadows plus 295 +/- of water rights of which 202 acres +/- have been developed into irrigated grass and alfalfa, excellent livestock water with 140,000 feet of underground pipe to the pastures supported by 8 wells and Windmills. Outstanding winter protection with living barns to aid spring calving, 2 homes and a third home on the east portion, registered Black Angus herd is uniquely bred to fatten on grass and grass alone. John Stratman - John@ranchland.com
303-912-8807

Real Estate Misc.

Service Directory

Home & Business Improvement

Interior/Exterior painting, roof-repairs, & handyman work. Call Jeff (817) 744-0629

Deck and fence repair, installation, staining, light carpentry. 817-808-0372

All Phases home/rentals/remodel/ repairs, handyman, 25yrs of satisfied customers & friends 817-455-1382

Frank's Roofing, Comp, TPO, Gutters, Concrete Work, Constr, co Free Est 45yr exp **817-797-7675**

KEN'S BRICK-STONE REPAIR
Masonry Specialist Free Est.
Same Day Se. **682-472-8211**

Roofing
New roofs & repairs. We work with your insurance adjuster. Free estimates. Licensed & Insured. We haul off all debris. 30 yrs exp. We take all major credit cards. 817-566-4765

FENCING , AUTO GATES, PLATINUM PERFORMANCE FENCE!
Fin Avl 0% Interest 817-879-3181

Interior/Exterior Painting
Tape/Bed/Texture. Minor repairs. Free Estimates. 45 Years of Experience. (817) 825-1011

Haywood Painting Int.Ext Tape bed texture/references 40 years experience 817-454-6489

THE MASON MENDER
Mailboxes, TCK pt., repairs
817-455-9252

HONEST FENCING! Inexpensive Installation, repairs or just posts also. 682-597-1031, 817 572-5534

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

D & S Plumbing
Military and Senior Disc.
682-472-3997

Lawn/Garden/Landscaping/Trees

ROOF LEAKS. Lawn Care, tree trim, handyman, leaf clean-up, haul-off, sod Installation. 817-500-2558

Yard, roof, fence, home repair. Leaf cleanup, mow, trim, sod, mulch & handyman, painting. 817-689-4774

JOSE'S TREE SERVICE
Tree Removal/Tree Trimming & Brush Clearing.Full Ins./Senoir/Military Disc Sm. Jobs on Land Clearing/ We Beat Any Price Call Us At 817-724-2180

Misc. Service

Buildings
30x40x10 Metal Bldg 1 walk door & slab $28,800. Family owned & operated since 1972 millersmetalbuildings.com 817-295-6022

HOME REPAIRS, Interior/exterior, no job to small. Free Est., License & Insured we take all major credit cards **817-566-4765**

ELECTRICAL & PLUMBING
Res. & Comm'l. Free Est. No job too large or too small. We take all major credit cards. **817-566-4765**

HAULING
No job too small! Usually same day serv. Haul off, demo, clean out Free est. We take all major credit cards. **817-566-4765**

Split Seasoned Oak
$250 1/2 $425 full cord delivered/ stacked
cash only 817-243-6827

Miscellaneous

Garage Sales

ESTATE/GARAGE SALES
1501 S Cliff, Decatur, Thurs 10/27 12p-5pm, Fri 10/28 8a-4p, Sat 10/29 8a-4p, Sun 10/30 9a-12p, Furniture, appliances, bedding, kitchen items, clothes

TIMBER CREEK SQUARE OWNERS ASSOCIATION COMMUNITY GARAGE SALE
ENTIRE COMMUNITY SALE. October 22-23, 8am-4pm. 1136 Quail Creek St. Benbrook, TX 76126.

Garage Sale - Azle
Azle Garage Sale - Azle tx
1290 Reese Lane
76020
Sat. And Sun 10/28, 10/29
9 am to 5 pm
Household goods.
20 Yards by Summer Creek
Lots of teacher classroom supplies and resources.
Tools

Garage Sale -1 day
FTW Daybed, clothing, linens, appliances, fishing gear 10505 Big Oak Dr.

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Case 4:22-cv-00883-P Document 1-3 Filed 10/28/22 Page 73 of 73 PageID 73

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (14)

Staff Contact: Nicky Lawson, Councilmember
Cindy Bighorse, Councilmember

E-mail: nlawson@saginawtx.org
cbighorse@saginawtx.org

Phone: 682-551-0583 817-846-4062

SUBJECT:
PUBLIC HEARING--Consideration and Action regarding Ordinance No. 2022-22, amending Article 3, "Board of Adjustment", of Appendix A, "Zoning", of the Saginaw City Code, which establishes a Board of Adjustment and provides for the purposes, organization, and membership of the Board

BACKGROUND/DISCUSSION:
This is a public hearing item.

On June 1, 2021, the Council approved three of its members to serve on a subcommittee for the purpose of reviewing 2021 boards applicants. A need was identified by this subcommittee to update the application form, review each board's purpose, objectives and goals as well as to standardize all the boards/committees within the City of Saginaw to improve communication and efficiency and compliance with our ordinances.

Revisions to City Code Appendix A, Article 3 Board of Adjustment are being presented for consideration for adoption. The modifications include:
- end of term changed to June 30 to coincide with other committee appointments
- added training requirement
- added members must be registered voters of the City of Saginaw and shall have resided in the City of Saginaw at least six months prior to service
- require the election of a chair and vice-chair
- presentation of recommendations to City Council
- presentation of an annual report at a City Council Meeting
- post agendas, minutes, budget and attendance, as applicable, on the committee page of the City of Saginaw website
- committee shall hold meetings every quarter and shall meet at least once a year

The Planning & Zoning Commission considered this ordinance at their meeting on November 8th and voted to recommend approval.

FINANCIAL IMPACT:
No financial impact.

RECOMMENDATION:
Councilmembers Lawson and Bighorse recommend approval of the revisions to City Code, Appendix, Article 3.

ATTACHMENTS:

Description

Proposed Ordinance No. 2022-22
City Code, Appendix A, Article 3
City Code, Appendix A, Article 3--Proposed Changes
P&Z Minutes, 11-08-2022
P&Z Memo--Prop Ord

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING ARTICLE 3, "BOARD OF ADJUSTMENT," OF APPENDIX A, "ZONING," OF THE SAGINAW CITY CODE, WHICH ESTABLISHES A BOARD OF ADJUSTMENT AND PROVIDES FOR THE PURPOSES, ORGANIZATION, AND MEMBERSHIP OF THE BOARD; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City Council of the City of Saginaw (City Council) has provided for a Board of Adjustment to make special exceptions to the terms of the City's Zoning Ordinance that are consistent with its general purpose and intent of the ordinance and in accordance with any applicable rules contained in the Zoning Ordinance; and

WHEREAS, the City Council has previously established regulations for the administrative governance of the Board of Adjustment and now seeks to update those regulations; and

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on _____, 2022, and the City Council of the City of Saginaw, Texas, held a public hearing on _____, 2022, with respect to the regulations described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements to amend the Zoning Regulations of the City.

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

SECTION 1.

That Sections 3-1, 3-2, 3-5, and 3-8 of Article 3, "Board of Adjustment," of Appendix A, "Zoning," of the Saginaw City Code are hereby amended to read as follows:

"**Sec. 3-1. Creation.**

The city council does hereby create a board of adjustment to be composed of five regular members and two alternate members who shall be qualified electors of the city and shall have resided in the city six months prior to appointment. It is the declared policy

of the council that it will appoint only those persons who have demonstrated their civic interest, general knowledge of the community, independent judgment, and availability to prepare for and attend meetings.

Sec. 3-2. Terms of office.

The terms of three regular and one of the alternate members shall expire on June 30 in each odd numbered year, and the terms of two regular and of one of the alternate members shall expire on June 30 in each even numbered year. The regular members shall be identified by place numbers one through five. The odd numbered places shall expire in the odd numbered years and the even numbered places shall expire in the even numbered years. Each member's term of office shall be two years. Board members may apply to be reappointed to succeed themselves.

* * *

Sec. 3-5. Organization, Meeting, and Quorum.

(a) *Organization.* The board shall hold an annual organizational meeting and shall elect a chair, vice-chair, and secretary from among its members before proceeding with any other matters of business. The enforcing officer shall be the director of community development or his designee. The board shall meet at least once every three months, and shall designate the time and place of its meetings. The board shall adopt its own rules of procedure and keep a record of its proceedings in accordance with the statutes and these regulations.

(b) *Member requirements.* Newly appointed members shall be installed at the first regular meeting after their appointment. Members shall complete all statutorily required open government training within 90 days of either the date upon which the member is sworn into service or the date by which the member assumes their responsibilities, whichever is sooner.

(c) *Quorum*. A quorum for the conduct of business shall consist of four members of the board. The members of the board shall regularly attend meetings and public hearings of the board and shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.

(d) *Administration*. The board with the assistance of the City Manager, or his designee, shall post agendas, minutes, and attendance on the board's webpage on the city's official website. The board shall provide an annual report to the city council, as well as additional or supplemental reports upon request of the city council.

* * *

Sec. 3-8. Authorized special exceptions.

The following uses may be permitted as special exceptions by the board of adjustment in the districts indicated below, subject to full and complete compliance with any and all conditions listed, together with such other conditions as the board may impose for protection of the public health or safety:

Special Exception	District Where Permitted
* * *	* * *
Additional height for parking lot light poles (Section 8-11.E.3)	All nonresidential districts and all nonresidential uses in residential districts
* * *	* * *

*** * ***

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code, and except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

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

SECTION 4.

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

PASSED AND APPROVED ON THIS ___ DAY OF _____, 2022.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

ARTICLE 3. BOARD OF ADJUSTMENT

Sec. 3-1. Creation.

The city council does hereby create a board of adjustment to be composed of five regular members and two alternate members who shall be qualified electors of the city and shall have resided in the city six months prior to appointment. It is the declared policy of the council that it will appoint only those persons who have demonstrated their civic interest, general knowledge of the community, independent judgment, and availability to prepare for and attend meetings.

Sec. 3-2. Terms of office.

The terms of three regular and one of the alternate members shall expire on June 30 in each odd numbered year, and the terms of two regular and of one of the alternate members shall expire on June 30 in each even numbered year. The regular members shall be identified by place numbers one through five. The odd numbered places shall expire in the odd numbered years and the even numbered places shall expire in the even numbered years. No member shall be appointed for a term in excess of two years. Board members may apply to be reappointed to succeed themselves.

Sec. 3-3. Vacancies.

Any vacancies, either of regular members, shall be filled for the unexpired term by appointment of the Chair. Vacancies for unexpired terms of Alternates shall be filled by appointment by the City Council.

Sec. 3-4. Removal from office.

Members shall be removed from office for cause after formal written charges and public hearing by the city council. If a regular member is absent in excess of two consecutive regular meetings or is inexcusably absent in excess of two regular meetings in any calendar year, the member may be removed and replaced with an alternate, without formal written charges and public hearing,.

Sec. 3-5. Organization, Meeting and Quorum

The board shall hold an annual organizational meeting and shall elect a chair, vice-chair, and secretary from among its members before proceeding with any other matters of business. The enforcing officer shall be the director of community development or his designee. The board shall meet at least once every three months, and shall designate the time and place of its meetings. The board shall adopt its own rules of procedure and keep a record of its proceedings in accordance with the statutes and these regulations. Newly appointed members shall be installed at the first regular meeting after their appointment.

Members shall complete the statutorily mandated open government training within 90 days of having been sworn in to service or from the date by which the member otherwise assumes responsibilities for the board, whichever is sooner.

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

The board shall post agendas, minutes and attendance on the board's webpage on the city's website.

The board shall provide an annual report to the city council and may be required to provide additional reports upon request of the city council.

Sec. 3-6. Duties and powers.

The board of adjustment shall have the powers and exercise the duties of a board in accordance with Texas Local Government Code Chapter 211.009(a) board members are representatives of the city and may:

1. Hear and decide an appeal that alleges error in an order, requirement, decision, or determination made by an administrative official in the enforcement of this ordinance;
2. Hear and decide special exceptions to the terms of the zoning ordinance;
3. Authorize in specific cases a variance from the terms of the zoning ordinance if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship, and so that the spirit of the ordinance is observed and substantial justice is done; and
4. Hear and decide other matters authorized by the council.

(Ord. No. 2003-03, § 1, 4-1-03)

Sec. 3-7. Appeals and variances.

A. *Registering an appeal and variance.* A request for an appeal for variance from development controls or relief from administrative decision of the enforcing officer may be taken by any person aggrieved or by any officer, department, or board of the city affected by a decision of the enforcing officer. Such appeal shall be filed by filing with both the enforcing officer and the board of adjustment a notice of appeal specifying the grounds thereof. The enforcing officer shall forthwith transmit to the board all papers constituting the record upon which the action appealed from was taken.

B. *Authorization of variance by BOA.* The board of adjustment shall authorize upon appeal in specific cases such variance from the development controls set forth in these regulations as will not be contrary to the public interest. In reaching its decision the board shall grant the variance appeal if it finds:

1. That literal enforcement of the controls will create an unnecessary hardship or practical difficulty in the development of the affected property, and
2. That the situation causing the hardship or difficulty is neither self-imposed nor generally affecting all or most properties in the same zoning district, and
3. That the relief sought will not injure the permitted use of adjacent conforming property, and
4. That the granting of the variance will be in harmony with the spirit and purposes of these regulations.

Any variance granted by the board shall terminate automatically when:

1. The specified period of use has expired;
2. The use ceases to be in full compliance with any condition imposed by the board;

3. Or when the use has been abandoned.

A variance may not be granted under this subsection "B" if the request consists of a final order of an administrative decision of the enforcing officer, including but not limited to, decisions that a use or structure has been determined to be nonconforming.

(Ord. No. 2003-03, § 1, 4-1-03)

Sec. 3-8. Authorized special exceptions.

The following uses may be permitted as special exceptions by the board of adjustment in the districts indicated below, subject to full and complete compliance with any and all conditions listed, together with such other conditions as the board may impose for protection of the public health or safety:

Special Exception	District Where Permitted
Reduction of off-street parking spaces (Section 8-9.A.1)	All districts
Additional height for parking lot light poles (Section 8-11.E.3)	All nonresidential districts and all nonresidential uses in residential districts
Exception for prohibited lighting elements (Section 8-11.G)	All districts
Exceed illumination of 20 footcandle for public and semi-public facilities (Section 8-11.F.1.a)	All districts
Building height may exceed maximum requirements (Section 8-2.A.3)	All districts

Antenna facilities which do not meet the requirements of Section 8-14 Wireless Communication Facilities	See Section 8-14
Additional wireless facility antenna height (Section 8-14.C&E)	Residential districts
Commercial antenna in a residentially zoned district (Section 8-14.D)	Residential districts
Reconstruction of a nonconforming structure (Section 4-6.2)	All districts
Change of nonconforming use (Section 4-7.3)	All districts
Change to lesser nonconformity (Section 4-10.)	All districts
Reduction of masonry or tilt wall construction by primary or secondary school to permit placement and use of temporary classroom with	"CF" (Community Facilities) zoning district

time limit set by board not to exceed 2 years.	

(Ord. No. 2007-11, § 1, 6-19-07)

Sec. 3-9. Stay of proceedings.

An appeal shall stay all proceedings of the action appealed from unless the enforcing officer, after the notice of appeal has been filed with him, certifies to the board that, by reason of facts stated in his certificate, a stay would in his opinion cause imminent peril to life or property. In such case proceedings shall not be stayed except by a restraining order which may be granted by the board or by a court of record on application and notice to the enforcing officer from whom the appeal is taken.

Sec. 3-10. Form of application.

The application for an appeal from an administrative interpretation, request for variance, or request for special exception shall be in such form and shall contain such information as the city may require and shall be accompanied by the required fee. An incomplete application shall be deemed only to give notice of intent to apply to the board and shall not be reviewed or scheduled for hearings until brought to completion.

Sec. 3-11. Notice of hearing.

Official written notice of public hearing on every application for a variance or special exception, or for an interpretation of regulations applying solely to an individual property, shall be sent to all owners of property, or the person rendering the same for taxes, which are affected by such application, located within 200 feet of any property affected thereby, and the City Council members within not less than ten days before such hearing is held. Such notice shall be served by using the last known address as listed on the city tax roll and depositing the notice, postage paid, in the United States mail. Notice of hearings on requests for interpretation of regulations applying to more than one property and ownership shall be given by means of a general notice as provided below.

Sec. 3-12. Hearing and decision.

The board shall fix a reasonable time for the hearing of an appeal, give public notice thereof and decide the same within a reasonable time. Upon the hearing any party may appear in person, by attorney, or agent. Evidence supporting the grant or denial of an appeal shall be submitted only through the enforcing officer or to the board in public meeting.

Any application may be withdrawn upon written notice to the enforcing officer but no appeal shall be withdrawn after posting of hearing notice and prior to board action thereon without formal consent of the board.

Sec. 3-13. Decision and voting.

1. Every decision of the board shall be based upon findings of fact and every finding of fact shall be supported in the record of proceedings. The enumerated conditions required to exist on any matter upon which the board is authorized to pass under these regulations shall be construed as limitations on the power of the board to act.

2. Nothing herein contained shall be construed to empower the board to change the terms of these regulations, or to effect changes in the zoning districts. The powers of the board shall be so applied that the terms of these regulations will be strictly enforced.

3. In exercising its powers, the board of adjustment, in conformity with the revisions of the Texas Local Government Code Chapters 211.008; 211.013 and as authorized by city ordinance, may modify in whole or in part any order, requirement, decision, or determination as ought to be made and shall have all the powers of the officer from whom the variance is requested.

4. The concurring vote of four members of the board shall be necessary to reverse, on request, any order, requirement, decision or determination of the forcing officer, or to approve any application upon which it is required to pass under these regulations or to effect any variance in said regulations.

5. Member disqualification.

    a. A member shall disqualify himself from voting whenever he has personal or monetary interest in the property under appeal, or will be directly affected by the decision of the board.

    b. A member may disqualify himself from voting whenever any applicant, or his agent, has sought to influence the member's vote on the appeal, other than in the public hearing.

Sec. 3-15. Approval of request.

1. In approving any request the board may designate such conditions in connection therewith in order to secure substantially the objectives of the regulation or provision to which such variance is granted and to provide adequately for the maintenance of the integrity and character of the zone in which permit is granted.

2. When necessary the board may require guarantees, in such form as it deems proper, to insure that conditions designated in connection therewith are being or will be complied with. Where any condition under which a request has been granted appears to have been violated, the board may hold a public hearing thereon to determine whether or not the permit therefore granted shall be terminated.

3. Upon approval of an application for a variance appeal, the applicant shall apply for occupancy or construction permits with 60 days after the board's decision unless a greater time is requested in the application and is authorized by the board. Any approval may be granted one emergency extension of 60 days on written request filed with the board before expiration of the original approval. Failure of the applicant to apply for occupancy or construction permits within the authorized time period shall void the right to secure such permits except upon the filing of a new application or appeal.

Sec. 3-15. Denial of request.

No application that has been denied shall be further considered by the board under a subsequent request obtained by filing new plans and obtaining of a new decision from the enforcing officer unless:

1. The new plans materially change the nature of the request, or

2. The permitted development of other nearby property in the same zone has been substantially altered or changed by a ruling of the board so as to support an allegation of changed conditions.

Sec. 3-16. Appeal of board action.

Any person or persons, jointly or separately, aggrieved by any decision of the board, or any taxpayer, or any officer, department, or board of the city, may present to a district court of Tarrant County, Texas, a petition duly verified, setting forth that such decision is illegal, in whole or in part, and specifying the grounds of such illegality.

Such petition shall be filed in the court within ten days after the filing of the decision complained of in the offices of the board and not thereafter. Trial shall be conducted under substantial evidence rule.

ARTICLE 3. BOARD OF ADJUSTMENT

Sec. 3-1. Creation.

The city council does hereby create a board of adjustment to be composed of five regular members and two alternate members who shall be qualified electors of the city and shall have resided in the city six months prior to appointment. It is the declared policy of the council that it will appoint only those persons who have demonstrated their civic interest, general knowledge of the community, independent judgment, and availability to prepare for and attend meetings.

Sec. 3-2. Terms of office.

The terms of three regular and one of the alternate members shall expire on June 30 in each odd numbered year, and the terms of two regular and of one of the alternate members shall expire on June 30 in each even numbered year. The regular members shall be identified by place numbers one through five. The odd numbered places shall expire in the odd numbered years and the even numbered places shall expire in the even numbered years. No member shall be appointed for a term in excess of two years. Board members may apply to be reappointed to succeed themselves.

Sec. 3-3. Vacancies.

Any vacancies, either of regular members, shall be filled for the unexpired term by appointment of the Chair. Vacancies for unexpired terms of Alternates shall be filled by appointment by the City Council.

Sec. 3-4. Removal from office.

Members shall be removed from office for cause after formal written charges and public hearing by the city council. If a regular member is absent in excess of two consecutive regular meetings or is inexcusably absent in excess of two regular meetings in any calendar year, the member may be removed and replaced with an alternate, without formal written charges and public hearing,.

Sec. 3-5. Organization, Meeting and Quorum

The board shall hold an annual organizational meeting and shall elect a chair, vice-chair, and secretary from among its members before proceeding with any other matters of business. The enforcing officer shall be the director of community development or his designee. The board shall meet at least once every three months, and shall designate the time and place of its meetings. The board shall adopt its own rules of procedure and keep a record of its proceedings in accordance with the statutes and these regulations. Newly appointed members shall be installed at the first regular meeting after their appointment.

Members shall complete the statutorily mandated open government training within 90 days of having been sworn in to service or from the date by which the member otherwise assumes responsibilities for the board, whichever is sooner.

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

The board shall post agendas, minutes and attendance on the board's webpage on the city's website.

The board shall provide an annual report to the city council and may be required to provide additional reports upon request of the city council.

Sec. 3-6. Duties and powers.

The board of adjustment shall have the powers and exercise the duties of a board in accordance with Texas Local Government Code Chapter 211.009(a) board members are representatives of the city and may:

1. Hear and decide an appeal that alleges error in an order, requirement, decision, or determination made by an administrative official in the enforcement of this ordinance;
2. Hear and decide special exceptions to the terms of the zoning ordinance;
3. Authorize in specific cases a variance from the terms of the zoning ordinance if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship, and so that the spirit of the ordinance is observed and substantial justice is done; and
4. Hear and decide other matters authorized by the council.

(Ord. No. 2003-03, § 1, 4-1-03)

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A. *Registering an appeal and variance.* A request for an appeal for variance from development controls or relief from administrative decision of the enforcing officer may be taken by any person aggrieved or by any officer, department, or board of the city affected by a decision of the enforcing officer. Such appeal shall be filed by filing with both the enforcing officer and the board of adjustment a notice of appeal specifying the grounds thereof. The enforcing officer shall forthwith transmit to the board all papers constituting the record upon which the action appealed from was taken.

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1. That literal enforcement of the controls will create an unnecessary hardship or practical difficulty in the development of the affected property, and
2. That the situation causing the hardship or difficulty is neither self-imposed nor generally affecting all or most properties in the same zoning district, and
3. That the relief sought will not injure the permitted use of adjacent conforming property, and
4. That the granting of the variance will be in harmony with the spirit and purposes of these regulations.

Any variance granted by the board shall terminate automatically when:

1. The specified period of use has expired;
2. The use ceases to be in full compliance with any condition imposed by the board;

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A variance may not be granted under this subsection "B" if the request consists of a final order of an administrative decision of the enforcing officer, including but not limited to, decisions that a use or structure has been determined to be nonconforming.

(Ord. No. 2003-03, § 1, 4-1-03)

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Exceed illumination of 20 footcandle for public and semi-public facilities (Section 8-11.F.1.a)	All districts
Building height may exceed maximum requirements (Section 8-2.A.3)	All districts

Antenna facilities which do not meet the requirements of Section 8-14 Wireless Communication Facilities	See Section 8-14
Additional wireless facility antenna height (Section 8-14.C&E)	Residential districts
Commercial antenna in a residentially zoned district (Section 8-14.D)	Residential districts
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Reduction of masonry or tilt wall construction by primary or secondary school to permit placement and use of temporary classroom with	"CF" (Community Facilities) zoning district

time limit set by board not to exceed 2 years.	

(Ord. No. 2007-11, § 1, 6-19-07)

Sec. 3-9. Stay of proceedings.

An appeal shall stay all proceedings of the action appealed from unless the enforcing officer, after the notice of appeal has been filed with him, certifies to the board that, by reason of facts stated in his certificate, a stay would in his opinion cause imminent peril to life or property. In such case proceedings shall not be stayed except by a restraining order which may be granted by the board or by a court of record on application and notice to the enforcing officer from whom the appeal is taken.

Sec. 3-10. Form of application.

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Sec. 3-11. Notice of hearing.

Official written notice of public hearing on every application for a variance or special exception, or for an interpretation of regulations applying solely to an individual property, shall be sent to all owners of property, or the person rendering the same for taxes, which are affected by such application, located within 200 feet of any property affected thereby, and the City Council members within not less than ten days before such hearing is held. Such notice shall be served by using the last known address as listed on the city tax roll and depositing the notice, postage paid, in the United States mail. Notice of hearings on requests for interpretation of regulations applying to more than one property and ownership shall be given by means of a general notice as provided below.

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Any application may be withdrawn upon written notice to the enforcing officer but no appeal shall be withdrawn after posting of hearing notice and prior to board action thereon without formal consent of the board.

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1. Every decision of the board shall be based upon findings of fact and every finding of fact shall be supported in the record of proceedings. The enumerated conditions required to exist on any matter upon which the board is authorized to pass under these regulations shall be construed as limitations on the power of the board to act.

2. Nothing herein contained shall be construed to empower the board to change the terms of these regulations, or to effect changes in the zoning districts. The powers of the board shall be so applied that the terms of these regulations will be strictly enforced.

3. In exercising its powers, the board of adjustment, in conformity with the revisions of the Texas Local Government Code Chapters 211.008; 211.013 and as authorized by city ordinance, may modify in whole or in part any order, requirement, decision, or determination as ought to be made and shall have all the powers of the officer from whom the variance is requested.

4. The concurring vote of four members of the board shall be necessary to reverse, on request, any order, requirement, decision or determination of the forcing officer, or to approve any application upon which it is required to pass under these regulations or to effect any variance in said regulations.

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    a. A member shall disqualify himself from voting whenever he has personal or monetary interest in the property under appeal, or will be directly affected by the decision of the board.

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Sec. 3-15. Approval of request.

1. In approving any request the board may designate such conditions in connection therewith in order to secure substantially the objectives of the regulation or provision to which such variance is granted and to provide adequately for the maintenance of the integrity and character of the zone in which permit is granted.

2. When necessary the board may require guarantees, in such form as it deems proper, to insure that conditions designated in connection therewith are being or will be complied with. Where any condition under which a request has been granted appears to have been violated, the board may hold a public hearing thereon to determine whether or not the permit therefore granted shall be terminated.

3. Upon approval of an application for a variance appeal, the applicant shall apply for occupancy or construction permits with 60 days after the board's decision unless a greater time is requested in the application and is authorized by the board. Any approval may be granted one emergency extension of 60 days on written request filed with the board before expiration of the original approval. Failure of the applicant to apply for occupancy or construction permits within the authorized time period shall void the right to secure such permits except upon the filing of a new application or appeal.

Sec. 3-15. Denial of request.

No application that has been denied shall be further considered by the board under a subsequent request obtained by filing new plans and obtaining of a new decision from the enforcing officer unless:

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2. The permitted development of other nearby property in the same zone has been substantially altered or changed by a ruling of the board so as to support an allegation of changed conditions.

Sec. 3-16. Appeal of board action.

Any person or persons, jointly or separately, aggrieved by any decision of the board, or any taxpayer, or any officer, department, or board of the city, may present to a district court of Tarrant County, Texas, a petition duly verified, setting forth that such decision is illegal, in whole or in part, and specifying the grounds of such illegality.

Such petition shall be filed in the court within ten days after the filing of the decision complained of in the offices of the board and not thereafter. Trial shall be conducted under substantial evidence rule.

MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW ED KEETER PUBLIC LIBRARY
355 WEST MCLEROY BOULEVARD
November 08, 2022

Present at the Meeting:

Member	Place No. 1	Brent Wooten
Chairman	Place No. 2	William Barngrover
Member	Place No. 3	Phillip Allen
Member	Place No. 4	Ed Larson
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
Management Analyst		Salvador Gonzalez Jr.

Absent from the Meeting:

Vice-Chairman	Place No. 5	Jason LaBruyere

*Alternate Member Wood had to leave at the beginning of the meeting.

Visitors at the Meeting:

Abra Nusser	Donna Sketes
John Ainsworth	Brian Sketes
Peter Drolet	Noe Garcia
Marty Rader	John Ainsworth
Adam Burke	Sophie Bien Gerardin
Randy Mauger	Barbara Tucker
Jacob Abramovich	

(1) Call to Order

Chairman Barngrover called the meeting to order at 6:06 P.M.

(2) Roll Call to Establish Quorum

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

(3) Audience Participation

Chairman Barngrover explained the procedures regarding audience participation.

(4) Approval of Minutes

The minutes of a regular meeting and public hearing on October 11, 2022 were presented for approval. A motion was made by Member Wooten with a second by Member Allen to approve the minutes for October 11, 2022. Motion carried unanimously.

For: Chairman Barngrover, Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere

5) PZ 1122-01 PUBLIC HEARING

Consideration and Action Regarding Approval of a Request for City-Initiated Rezoning of multiple parcels to "NMU" - Neighborhood Mixed-Use District for conformance to the City's Comprehensive Plan, being approximately 85 acres on the following properties: Saginaw Springs, Block 2, Lot 30, Commercial Tract 2; Albright, Alexander F Survey Abstract 1849 Tract 2C04; Albright, Alexander F Survey Abstract 1849 Tract 2C; Albright, Alexander F Survey Abstract 1849 Tract 3H; Idea Schools Addition Block A, Lot 1; Idea Schools Addition Block A, Lot 2; Albright, Alexander F Survey Abstract 1849 Tract 3A; Albright, Alexander F Survey Abstract 1849 Tract 3H05; Alford, James P Survey Abstract 53 Tract 2A City Boundary Split; and Alford, James P Survey Abstract A 53 Tract 1K, Saginaw, Tarrant County, Texas.

Chairman Barngrover opened the public hearing at 6:10 p.m.

Abra Nusser, from Peloton Solutions, briefed the Commission on the background of the ordinance, the Comprehensive Plan, and the details of each tract. Audience members concerns and questions were also addressed during the presentation, including Peter Drolet, who had overall questions regarding rezoning and how the City regulates certain issues. The Commission heard from different developers, Larry Frazier and Adam Burke, in the audience against the proposed zoning as well. Representatives from parcels six and ten shared their disapproval of the zoning change and explained that their projects would no longer work given the proposed regulations. They also explained that they solely purchased the parcels based off the initial zoning and thus the zoning would impact their plans. Planning Manager Victor-Trevino explained to the Commission that although no formal applications have been received from either parcel, the city would recommend removing the parcels from batch one if they could not adhere to the proposed regulations.

Chairman Barngrover closed the public hearing at 6:56 p.m.

A motion was made by Member Larson with a second by Member Wooten to recommend that the City Council approve a request for City-Initiated Rezoning of multiple parcels to "NMU" - Neighborhood Mixed-Use District for conformance to the City's Comprehensive Plan, being approximately 85 acres on the following properties: Saginaw Springs, Block 2, Lot 30, Commercial Tract 2; Albright, Alexander F Survey Abstract 1849 Tract 2C04; Albright, Alexander F Survey Abstract 1849 Tract 2C; Albright, Alexander F Survey Abstract 1849 Tract 3H; Idea Schools Addition Block A, Lot 1; Albright, Alexander F Survey Abstract 1849 Tract 3A; Albright, Alexander F Survey Abstract 1849 Tract 3H05; and Alford, James P Survey Abstract 53 Tract 2A City Boundary Split, Saginaw, Tarrant County, Texas and to recommend the disapproval of the following properties; Idea Schools Addition Block A, Lot 2, and Alford, James P Survey Abstract A 53 Tract 1K, Saginaw, Tarrant County, Texas.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(6) PZ 1122-02

Consideration and Action Regarding Approval of a Final Plat (Conveyance Plat) for Lots 3 & 4, Block, 1 The Square, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas.

John Ainsworth, from Kimley-Horn, briefed the Commission on the background and details of the conveyance plat and answered the Commission's questions. Audience participation was bypassed.

A motion was made by Alternate Member Kraus with a second by Member Larson to recommend that the City Council approve a Final Plat (Conveyance Plat) for Lots 3 & 4, Block, 1 The Square, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(7) PZ 1122-03 PUBLIC HEARING
Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code, which Establishes a Planning and Zoning Commission and Provides for the Purposes, Organization, and Membership of the Commission.

Chairman Barngrover opened the public hearing at 7:05 p.m.

Management Analyst, Salvador Gonzalez Jr., briefed the Commission on the background and details of the ordinance. Questions over the ordinance by the Commission were addressed by Management Analyst Gonzalez Jr., with specific legal questions beings addressed by City Attorney, Rachel Raggio. Audience participation was bypassed.

Chairman Barngrover closed the public hearing at 7:09 p.m.

A motion was made by Member Wooten with a second by Alternate Member Kraus to recommend that the City Council approve an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code, which Establishes a Planning and Zoning Commission and Provides for the Purposes, Organization, and Membership of the Commission.

For: Chairman Barngrover
Members Wooten, Larson, and Alternate Member Kraus

Against: Member Allen

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(8) PZ 1122-04 PUBLIC HEARING
Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 3, "Board of Adjustment," of Appendix A, "Zoning," of the Saginaw City Code, which establishes a Board of Adjustment and Provides for the Purposes, Organization, and Membership of the Board.

Chairman Barngrover opened the public hearing at 7:10 p.m.

Management Analyst, Salvador Gonzalez Jr., briefed the Commission on the background and details of the ordinance. Audience participation was bypassed.

Chairman Barngrover closed the public hearing at 7:12 p.m.

A motion was made by Member Wooten with a second by Member Larson to recommend that the City Council approve an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 3, "Board of Adjustment," of Appendix A, "Zoning," of the Saginaw City Code, which establishes a Board of Adjustment and Provides for the Purposes, Organization, and Membership of the Board.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(9) PZ 1122-05 PUBLIC HEARING

Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts" of Appendix A "Zoning" of the Saginaw City Code by Removing the Minimum Acreage Requirement for Planned Development Districts.

Chairman Barngrover opened the public hearing at 7:13 p.m.

Planning Manager Susy Victor-Trevino briefed the Commission on the background and details of the ordinance. The questions of the commission were then addressed by Planning Manager, Victor-Trevino. Audience participation was bypassed.

Chairman Barngrover closed the public hearing at 7:21 p.m.

A motion was made by Member Larson with a second by Member Wooten to recommend that the City Council approve an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Section 7-1 "PD Planned Development District" of Article 7 "Special Districts" of Appendix A "Zoning" of the Saginaw City Code by Removing the Minimum Acreage Requirement for Planned Development Districts.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

(10) 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 and Management Analyst Gonzalez Jr. reviewed several of the current projects under construction in the city.

(11) 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.

(12) Adjournment

Motion was made by Member Larson with a second by Member Wooten to adjourn the meeting. Motion carried.

For: Chairman Barngrover
Members Wooten, Allen, Larson, and Alternate Member Kraus

Against: None

Absent Vice-Chairman LaBruyere, Alternate Member Wood

Chairman Barngrover declared the meeting of November 08, 2022 closed at 7:32 p.m.

APPROVED:

_____
Chairman

ATTEST:

_____
Susy Victor-Trevino,
Planning Manager/Recording Secretary

City of Saginaw
Planning and Zoning

Planning and Zoning Commission Amendment

Date: November 8, 2022

To: Chairman and Members of the Planning and Zoning Commission

From: Salvador Gonzalez Jr.

Subject: Consideration and Action Regarding Approval to Consider an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission" of Appendix A, "Zoning," of the Saginaw City Code, which establishes a Planning and Zoning Commission and Provides for the Purposes, Organization, and Membership of the Commission.

Background/Discussion:

In 2022, City Council approved the creation of a Special Advisory Committee to review Commissions and Boards within the City and bring forth recommendations and changes for approval. Ordinance 2022-21 amends the Code of Ordinances regulating the Planning and Zoning Commission to adhere to the recommended changes suggested by the Special Advisory Committee.

An amendment to Section 2-2, *Membership and Appointment*, would grant the **mayor the ability to request alternates to step in place of a regular member** in absence or disqualification of a regular member of the Commission. The amendment also **establishes the requirement for Commissioners to serve on the Capital Improvements Advisory Committee.**

An amendment to Section 2-3, *Terms of Office*, would set a **term length of 2 years for an ad-hoc Capital Improvements Advisory Committee member** who is not a member of the Planning and Zoning Commission, set to expire on June 30th.

An amendment to Section 2-5, *Removal from office*, would grant the ability for City Council to **remove any member from the Commission** at any time, without cause.

An amendment to Section 2-6, *Organization and conduct of business*, would require newly appointed members to **complete open government training** within 90 days of being sworn in or assuming responsibility of the office.

Amendments to Section 2-8, *Meeting and quorum,* would establish subsections *Meeting and quorum,* and *Administration.* It would also require the Commission to **hold at least one regular meeting each quarter and grants the Commission the ability to call special meetings as necessary**. Additionally, the Commission would also have to **post agendas, minutes, and attendance to the Commission's webpage** on the official City website with the assistance of the City Manager or his/her designee. The Commission would also have to **provide annual reports to the City Council, as well as any additional or requested reports.**

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An amendment to Section 2-9, *Commission Actions*, removes the ability for **alternate members to make a motion**, and **removes the ability to carry a failed motion to the next meeting**.

Staff Recommendation:
Staff recommends that the request for an approval of an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code, which establishes a Planning and Zoning Commission and provides for the purposes, organization, and membership of the Commission, be forward to the City Council with a recommendation for approval.

Attachments:
Ordinance 2022-21 and Proof of Public Notice.

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ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING ARTICLE 2, "PLANNING AND ZONING COMMISSION," OF APPENDIX A, "ZONING," OF THE SAGINAW CITY CODE, WHICH ESTABLISHES A PLANNING AND ZONING COMMISSION AND PROVIDES FOR THE PURPOSES, ORGANIZATION, AND MEMBERSHIP OF THE COMMISSION; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City Council of the City of Saginaw (the "City Council") has created a Planning and Zoning Commission (the "Commission"); and

WHEREAS, the City Council has previously established regulations for the administrative governance of the Commission and now seeks to update those regulations; and

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on November 08, 2022, and the City Council of the City of Saginaw, Texas, held a public hearing on November 15, 2022, with respect to the regulations described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements to amend the Zoning Regulations of the City.

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

SECTION 1.

That Sections 2-2, 2-3, 2-5, 2-6, 2-8, and 2-9 of Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code are hereby amended to read as follows:

"**Sec. 2-2. Membership and appointment.**

The said commission shall consist of five regular members and two alternate members to be appointed by the city council. All regular and alternate members shall be qualified electors of the city who have resided in the city six months prior to appointment.

Alternate members should attend all meetings of the commission, and may participate in discussions, but shall have no right to make motions or vote except when acting in the absence or disqualification of a regular member. Alternates shall be designated on their appointment as first and second alternate. On absence or disqualification of one or more regular members, alternates shall be requested by the chair of the commission to act in place of the absent or disqualified member in numerical order of their respective alternate designations.

The members of the commission also serve as members of the Capital Improvements Advisory Committee as established in section 2-163 of the city code. The city council's appointment of any member of the commission shall be deemed to be a simultaneous appointment of that member to the said committee. If the commission does not contain at least one representative from the real estate, development, or building industries, then one such representative shall be appointed by the city council as an ad hoc voting member of the said committee.

Sec. 2-3. Terms of office.

The terms of three of the regular members shall expire on June 30 of each even-numbered year and the terms of two of the regular members shall expire on June 30 of each odd-numbered year. The regular members of the commission shall be identified by place numbers one through five. The odd numbered places shall expire in the odd-numbered years; the even-numbered places shall expire in the even-numbered years. No member shall be appointed for a term in excess of two years. Members may apply to be reappointed to succeed themselves. Newly appointed members shall be installed in the first regular commission meeting after their appointment.

The term for an ad hoc Capital Improvements Advisory Committee member who is not a member of the commission shall be for two years and shall expire on June 30.

* * *

Sec. 2-5. - Removal from office.

Members serve at the will of the city council and shall be removable from office at any time, without cause.

* * *

Sec. 2-6. Organization and conduct of business.

The commission shall hold an annual organizational meeting and shall elect a chair and vice-chair from among its members before proceeding to any other matters of business. The enforcing officer shall be the secretary of the commission. The commission shall adopt its own rules of procedure and keep a record of its proceedings in accordance with applicable state statutes and these regulations. Newly appointed members shall be

installed at the first regular meeting after their appointment. Members shall complete all statutorily required open government training within 90 days of either the date upon which the member is sworn into service or the date by which the member assumes their responsibilities, whichever is sooner.

* * *

Sec. 2-8. Meeting and quorum.

(a) *Meeting and quorum.* The commission shall hold at least one regular meeting each quarter and may call special meetings as necessary. A quorum for the conduct of business shall consist of three members of the commission. The members of the commission shall regularly attend meetings of the commission and shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.

(b) *Administration.* The commission, with the assistance of the City Manager, or his designee, shall post agendas, minutes, and attendance on the commission's webpage on the city's official website. The commission shall provide an annual report to the city council, as well as additional or supplemental reports upon request of the city council.

Sec. 2-9. Commission actions.

A motion may be made by any member other than the presiding officer or an alternate. Each motion made by the commission shall require a majority of those members present and voting in order to pass.

* * * "

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code, and except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

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

SECTION 4.

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

PASSED AND APPROVED ON THIS ___ DAY OF _____, 2022.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

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Legals

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS
Sealed bids will be received via www.PlanetBids.com until November 17, 2022, at 2:00 p.m. at that time publicly opened and read via teleconference for the following:
RFB # 22140 -- Congregate Meal Program
Further information and specifications may be obtained at www.planetbids.com, www.gptx.org, or from the Purchasing division at (972) 237-8045.
The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.
IPL0095915
Oct 27,Nov 10 2022

SECTION 00 11 13
INVITATION TO BIDDERS
RECEIPT OF BIDS
Sealed bids for the construction of CPN 102930 - 2022 Bond Year 1 - Contract 4 ("Project") will be received by the City of Fort Worth Purchasing Office until, 1:30 P.M. CST, Thursday, November 17, 2022 as further described below:
City of Fort Worth
Purchasing Division
200 Texas Street
Fort Worth, Texas 76102
Bids will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above.
Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers.
GENERAL DESCRIPTION OF WORK
The major work will consist of the (approximate) following:
Unit 1: Water Improvements:
60 LF - 6" Water Line by Open Cut
3,610 LF - 8" Water Line by Open Cut
760 LF - 16" Water Line by Open Cut
4 EA - 8" Gate Valve
11 EA - 16" Gate Valve with Vault
5 EA - Fire Hydrant
84 EA - 1" Water Service
Unit 2: Sanitary Sewer Improvements:
3,330 LF - 8" Sewer Pipe by Open Cut
510 LF - 10" Sewer Pipe by Open Cut
21 EA - 4' Manhole
10 EA - 4' Drop Manhole
120 EA - 4' Sewer Service
Unit 3: Paving Improvements:
9,920 LF - 6" Concrete Curb (Base Bid)
9,090 LF - 6" Concrete Curb and Gutter (Alternate)
15,760 SF - 6" Concrete Driveway
1,520 SF - 8" Concrete Driveway
16,300 SY - 11" Pavement Pulverization (Alternate)
16,300 SY - 3" Asphalt Pavement (Alternate)
30,240 SF - 4" Concrete Sidewalk
3,220 SF - 4" Concrete Sidewalk, Adjacent to Curb
PREQUALIFICATION
Certain improvements included in this project must be performed by a contractor or designated subcontractor who is pre-qualified by the City at the time of bid opening. The procedures for qualification and pre-qualification are outlined in the Section 3 of 00 21 13 - INSTRUCTIONS TO BIDDERS.
DOCUMENT EXAMINATION AND PROCUREMENTS
The Bidding and Contract Documents may be examined or obtained on-line by visiting the City of Fort Worth's Purchasing Division website at http://www.fortworthtexas.gov/purchasing/ and clicking on the link to the advertised project folders on the City's electronic document management and collaboration system site.
Bid Documents Folder:
https://docs.b360.autodesk.com/shares/5b6b4ed0-2f57-44b5-9e7f-e13dcd6578c4
Addendum:
https://docs.b360.autodesk.com/shares/d6f1f657-a1b5-4675-bd7a-2be95866f7a8
The Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.
Copies of the Bidding and Contract Documents may be purchased from CRIADO & Associates, Inc., which is as follows 4100 Spring Valley Road, Suite 1001, Dallas, Texas 75244.
The cost of Bidding and Contract Documents is:
Set of Bidding and Contract Documents with full size drawings: $60.00
Set of Bidding and Contract Documents with half size (if available) drawings: $40.00
EXPRESSION OF INTEREST
To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at http://fortworthtexas.gov/purchasing/
PREBID CONFERENCE --Web Conference
A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time via a web conferencing application:
DATE: November 1st, 2022
TIME: 10:00am
Invitations with links to the web conferencing application will be distributed directly to those who have submitted an Expression of Interest.

City of Saginaw Public Notice
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on November 08, 2022 to consider an ordinance amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 3, "Board of Adjustment," of Appendix A, "Zoning," of the Saginaw City Code, which Establishes a Board of Adjustment and Provides for the Purpose, Organization, and Membership of the Board. A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on November 15, 2022, to consider the above-mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. The Planning and Zoning Commission meeting will be in the John Ed Keeler Public Library located at 355 West McLeroy Boulevard and the Council Meeting will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any questions regarding this matter to Suzy Victor-Trevino, Planning Manager, 817-230-0440.
IPL0095861
Oct 27 2022

SECTION 00 11 13
INVITATION TO BIDDERS
RECEIPT OF BIDS
Sealed bids for the construction of Walnut Creek Sanitary Sewer Interceptor Extension -- Phase 1 CPN 103414-1 ("Project") will be received by the City of Fort Worth Purchasing Office until 1:30 P.M. CST, Thursday, DECEMBER 1, 2022 as further described below:
City of Fort Worth
Purchasing Division
200 Texas Street
Fort Worth, Texas 76102
Bids will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above;
Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers.
In lieu of delivering completed Business Equity (MWBE) forms for the project to the Purchasing Office, bidders shall email the completed Business Equity forms to the City Project Manager no later than 2:00 p.m. on the third City business day after the bid opening date, exclusive of the bid opening date.
GENERAL DESCRIPTION OF WORK
The major work will consist of the (approximate) following:
- 6,661 LF 27" ASTM F679 PVC or SN79 Fiberglass Reinforced Sanitary Sewer Pipe
- 20 EA 5' DIA Precast Concrete Manhole with Warren or Chesterton Coating
- 1 EA 6' DIA Precast Concrete Manhole with Warren or Chesterton Coating
- 914 LF 42" 0.625-in Steel Casing or 48" 0.1365-in Tunnel Liner Plate
- 13,222 SY Full Depth Asphalt Roadway Reconstruction (8" Flex Base, 2" Type D, 4" Type B)
PREQUALIFICATION
Certain Improvements included in this project must be performed by a contractor or designated subcontractor who is pre-qualified by the City at the time of bid opening. The procedures for qualification and pre-qualification are outlined in the Section 3 of 00 21 13 -- INSTRUCTIONS TO BIDDERS.
DOCUMENT EXAMINATION AND PROCUREMENTS
The Bidding and Contract Documents may be examined or obtained on-line by visiting the City of Fort Worth's Purchasing Division website at http://www.fortworthtexas.gov/purchasing/ and clicking on the link to the advertised project folders on the City's electronic document management and collaboration system site. The Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.
Bid Document Folder:
https://docs.b360.autodesk.com/shares/98dcab03-140b-4c51-9519-9c26713ec5be
Addendum folder:
https://docs.b360.autodesk.com/shares/b5683ba6-2de0-4b11-bceb-234880f9b285
Plan Holders List
https://docs.b360.autodesk.com/shares/13180316-2aba-4388-a2d3-8a8e230d2557
Copies of the Bidding and Contract Documents may be purchased from Dunaway Associates LLC office which is located at:
550 Bailey Ave, Suite 400
Fort Worth, TX 76133
The cost of Bidding and Contract Documents is:
Set of Bidding and Contract Documents with full size drawings: $150
Set of Bidding and Contract Documents with half size (if available) drawings: $75
EXPRESSION OF INTEREST
To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at http://fortworthtexas.gov/purchasing/
PREBID CONFERENCE --Web Conference
A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time via a web conferencing application:
DATE: November 1st, 2022
TIME: 10:00am
Invitations with links to the web conferencing application will be distributed directly to those who have submitted an Expression of Interest.

PUBLIC HEARING NOTICE
Public hearings will be held by Mansfield Planning & Zoning Commission on 11/07/22 at 6PM in Council Chambers of City Hall at 1200 E Broad St Mansfield TX and by Mansfield City Council on 11/14/22 at 7PM at the same location to consider: SUP#22-004; Request for a Specific Use Permit for Apartments, in the Reserve PD Workplace Sub-District on approx. 10.034 ac being a tract of land in the Elizabeth McAnier Survey, abstract no. 1005, City of Mansfield in Tarrant County Texas, located at 240 N Mitchell (SW of E Broad and Reserve Way Intersection).
IPL0095827
Oct 27 2022

City of Mansfield
The City of Mansfield, Texas, intends to select a consultant to provide program/project management services for a Future Land Use Plan.
RFQ documents may be obtained in the documents section for the Project at https://www.mansfieldtexas.gov/331/Planning
Questions about this RFQ should be directed to Jason Alexander, Director of Planning at jason.alexander@mansfieldtexas.gov with the heading "Mansfield Future Land Use Plan Request for Qualifications Question".
The Respondent's responsibility is to ensure that they have secured and thoroughly reviewed all aspects of the RFQ documents before submitting statements of Qualification. Any revisions or clarifications to be incorporated into this document will be confirmed in writing before the due date. No verbal responses will otherwise alter the specifications, terms, and conditions as stated.
Sealed qualifications (eight hard copies and one electronic copy) will be received by the City of Mansfield, Texas on or before November 4, 2022 at 10:00 a.m. in the City Secretary's Office, 1200 E Broad Street, Mansfield Texas 76063. Clearly marked "Statement of Qualifications -- Project Future Land Use Plan" and directed to the attention of "Director, Planning Department". Statements of Qualification will be publicly opened and the names of the Firm submitting will be read aloud on November 4, 2022, 2022 at 1:30 p.m. The City reserves the right to reject any qualifications or accept any combination of statements of Qualification deemed advantageous to it.
IPL0094767
Oct 20,27 2022

SECTION 00 11 13
INVITATION TO BIDDERS
RECEIPT OF BIDS
Sealed bids for the construction of FY23 Asphalt Preventive Maintenance Contract 1, City Project Number 104367 will be received by the City of Fort Worth Purchasing Office until 1:30 P.M. CST, Thursday, November 17, 2022 as further described below:
City of Fort Worth
Purchasing Division
200 Texas Street
Fort Worth, Texas 76102
Bids will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above;
Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers.
GENERAL DESCRIPTION OF WORK
The major work will consist of the following: Asphalt pavement preventive maintenance services that includes; sealing asphalt cracks with modified asphaltic emulsion applied through pressurized injection followed by the application of a pavement sealant with a minimum thickness of 1/8". Major item quantities are shown below:
• 82,500 SY Pavement Sealant with Surfacing Material
DOCUMENT EXAMINATION AND PROCUREMENTS
The Bidding and Contract Documents may be examined or obtained on-line by visiting the City of Fort Worth's Purchasing Division website at http://www.fortworthtexas.gov/purchasing/ and clicking on the link to the advertised project folders on the City's electronic document management and collaboration system site. The Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.
Copies of the Bidding and Contract Documents may be purchased from Capital Delivery Division, 3741 SW Loop 820, Fort Worth, Texas 76133.
The cost of Bidding and Contract Documents is: $30.00
EXPRESSION OF INTEREST
To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at http://fortworthtexas.gov/purchasing/
PREBID CONFERENCE -- Web Conference
A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time via a web conferencing application:
DATE: Wednesday, November 9, 2022
TIME: 10:00 A.M.
Invitations with links to the web con-

PUBLIC HEARING
Public hearings will be held by the Mansfield Planning and Zoning Commission on 11/07/22 at 6:00 pm in the City Council Chamber at 1200 E. Broad St, Mansfield, Tx and by the Mansfield City Council on 12/12/22 at 7:00 pm at the location referenced above to consider proposed amendments to Chapter 155, "Zoning" to revise the definition of an accessory dwelling in Sec 155.012; to repeal Sec 155.082(E)(7) in its entirety; and to repeal and provide new regulations related to accessory dwellings in Sec 155.099(B)(35).
IPL0095828
Oct 27 2022

CITY OF EULESS
ORDINANCE NO. 2326
AN ORDINANCE GRANTING, EXTENDING, RENEWING, AND AMENDING A FRANCHISE TO ALLIED WASTE SERVICES OF FORT WORTH, LLC DBA REPUBLIC SERVICES FOR THE COLLECTION OF RESIDENTIAL AND COMMERCIAL SOLID WASTE WITHIN THE CITY OF EULESS; PROVIDING THE TERMS AND CONDITIONS THEREOF; PROVIDING A TERM FOR THE FRANCHISE; PROVIDING FOR THE APPROVAL OF RATES TO BE CHARGED FOR SUCH SERVICES DURING THE TERM OF THE FRANCHISE; AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.
PUBLICATION. The City Council further directs that only the caption of this ordinance be published in accordance with Article XI, Section 3 of the City Charter.
EFFECTIVE DATE. This ordinance shall be in full force and effect March 1, 2023.
PRESENTED AND GIVEN FIRST READING at a regular meeting of the Euless City Council on the 25th day of October, 2022, by a vote of 7 ayes, 0 nays, and 0 abstentions.
IPL0095893
Oct 27-28 2022

CITY OF SAGINAW
ORDINANCE NO. 2022-08
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.
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 ($2,000.00) for each violation of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.
Passed and Approved on this the 18th day of October, 2022. Todd Flippo, Mayor
IPL0094996
Oct 20,27 2022

City of Fort Worth
REQUEST FOR PROPOSALS
FOR PROVIDING
PROFESSIONAL ENGINEERING
CONSULTANT SERVICES
TO THE CITY OF FORT WORTH,
TEXAS
RFP Group 2022B
The City of Fort Worth is requesting proposals & qualifications from interested and qualified engineering consulting firms or other qualified firms to perform engineering, design, permitting, and professional services necessary for the following projects:
REQUEST FOR PROPOSALS
• Silver Creek Lift Station (CPN 104489) and Bonds Ranch Lift Station (A) (CPN 104490)
The Request for Proposals & Qualifications and related technical information may be examined or obtained on-line by visiting the Fort Worth's Purchasing Division website at http://www.fortworthgov.org/purchasing/. The link will take you to the listing of advertised project/RFP folders. Chose RFP Group 2022B to download the RFP Group packet for viewing and printing by interested parties.
The Request for Proposals (RFPs) and Requests for Qualifications (RFQs) and related technical information, may also be examined or obtained on-line by visiting the Fort Worth Water Department RFP Group 2022B BIM360 website directly using the following Links:
Folder: RFP GROUP 2022B for Entire RFP Package
https://docs.b360.autodesk.com/shares/a6b0b648-909c-43d1-a6a0-8dc5d9c3a55a
Folder: RFP GROUP 2022B COVER LETTER AND COMMON INFORMATION for Common Information and links to specific RFP Files
https://docs.b360.autodesk.com/shares/1297a674-6823-4c44-8b22-a22ef3f82588
Invitations with links to the web con-

NOTICE
The following has been accepted for storage at Edd's Towing, 708 B Katy Rd, Keller, TX 76244. 817-431-4569, VSF #0565131.
Failure of the owner and/ten holder to claim this vehicle within 30 days from this notice is: a waiver of all right, title, and interest in the/vehicle: and consent to the sale of the vehicle at a public sale. Total charges cannot be computed until the vehicle is released.
12' Homemade tilt trailer, black in color, no license plate, no vin.
IPL0095618
Oct 27 2022

City of Saginaw Public Notice
A Public Hearing will be conducted by the Planning and Zoning Commission at 6:00 p.m. on November 08, 2022 to consider an ordinance amending the Zoning Ordinance of the City of Saginaw, Texas, Amending Article 2, "Planning and Zoning Commission," of Appendix A, "Zoning," of the Saginaw City Code, which Establishes a Planning and Zoning Commission and Provides for the Purpose, Organization, and Membership of the Commission. A Public Hearing will be conducted by the Saginaw City Council at 6:00 p.m. on November 15, 2022, to consider the above-mentioned zoning ordinance amendment, contingent upon the receipt of a report regarding the amendment from the Planning and Zoning Commission. The Planning and Zoning Commission meeting will be in the John Ed Keeler Public Library located at 355 West McLeroy Boulevard and the Council Meeting will be in the Council Chambers at the Saginaw City Hall located at 333 West McLeroy Boulevard.
FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any questions regarding this matter to Suzy Victor-Trevino, Planning Manager, 817-230-0440.
IPL0095862
Oct 27 2022

Animals

Dogs

F1B Parti Goldendoodles
We have 3 females & 4 males. Dad is a AKC registered Poodle and mom is an F1 Goldendoodle. 469-569-3536

Puppies For Sale
Bichon Frise $1000 Females $600 males, 580-352-8625.

Real Estate

Commercial

FOR RENT
Commercial
76108 - White Settlement
200 N Jim Wright Frwy, Suite B
$1,195 mo, Approx 450 sqft
Industrial Multiuse Flexspace
76087 - Weatherford / Aledo
5975 Stacy Lane D
$1,995 mo, Approx 1,600 sqft
Gene Thompson & Associates
817-246-4646 gtatx.com
Hablamos Español

For Rent

76108 - White Settlement
129 N. McEntire Ct, 3-1-1 $1,495
804 S. Kate 3-2-2 $1,595
76020 - Pelican Bay Homes
1807 Pelican Oval 2-1-1 $1,195
1513 Coral Cut-Off 3-1-1 $1,295
1920 Pelican Dr N 3-2-1 $1,495
Gene Thompson & Associates
817-246-4646 gtatx.com
Hablamos Español

For Sale

7448 Bella Trail
Weatherford Tx 76087
Cemetery lots for sale
4 cemetery lots for sale. In Bluebonnet hills memorial park,in colleyville Tx. Call for more information. $6000.00 EACH- 817-565-6354.
8175656354 6000.00 EACH.

Land / Ranches

One of the Best, well-balanced Ranches for Sale in the United States!
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Garage Sale - Azle
Azle Garage Sale - Azle tx
1290 Reese Lane
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Sat. And Sun 10/28, 10/29
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FTW Daybed, clothing, linens, appliances, fishing gear 10505 Big Oak Dr.

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Case 4:22-cv-00883-P Document 1-3 Filed 10/28/22 Page 73 of 73 PageID 73

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (15)

Staff Contact: Nicky Lawson
Councilmember
Cindy Bighorse
Councilmember

E-mail: nlawson@saginawtx.org
cbighorse@saginawtx.org

Phone: 682-551-0583 817-846-4062

SUBJECT:
Consideration and Action regarding Ordinance No. 2022-23, Amending Article II, "Advisory Recreation and Parks Board", of Chapter 58, "Parks and Recreation", of the Saginaw City Code, which establishes an Advisory Recreation and Parks Board and provides for the purposes, organization, and membership of the Board

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BACKGROUND/DISCUSSION:
On June 1, 2021, the Council approved three of its members to serve on a subcommittee for the purpose of reviewing 2021 boards applicants. A need was identified by this subcommittee to update the application form, review each board's purpose, objectives and goals as well as to standardize all the boards/committees within the City of Saginaw to improve communication and efficiency and compliance with our ordinances.

Revisions to Ordinance 89-14 regarding the appointment, terms of office and duties of the Advisory Recreation and Parks Board and its members are being presented for consideration for adoption. The modifications include:
- end of term changed to June 30 to coincide with other committee appointments
- added training requirement
- added members must be registered voters of the City of Saginaw and shall have resided in the City of Saginaw at least six months prior to service
- require the election of a chair, vice-chair, and secretary
- presentation of recommendations to City Council
- presentation of an annual report at a City Council Meeting
- post agendas, minutes, budget and attendance, as applicable, on the committee page of the City of Saginaw website
- committee shall hold meetings every quarter and shall meet at least once a year

FINANCIAL IMPACT:
No financial impact.

RECOMMENDATION:
Councilmembers Lawson and Bighorse recommend approval of the revisions.

ATTACHMENTS:

Description

Proposed Ordinance
City Code, Chapter 58 Parks and Recreation
Ordinance No. 89-14
Ordinance No. 89-14--Proposed Revisions

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING ARTICLE II, "ADVISORY RECREATION AND PARKS BOARD," OF CHAPTER 58, "PARKS AND RECREATION," OF THE SAGINAW CITY CODE, WHICH ESTABLISHES AN ADVISORY RECREATION AND PARKS BOARD AND PROVIDES FOR THE PURPOSES, ORGANIZATION, AND MEMBERSHIP OF THE BOARD; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Saginaw (City Council) has previously established an Advisory Recreation and Parks Board ("Board"); and

WHEREAS, the City Council has previously established regulations for the administrative governance of the Committee and now seeks to update those regulations.

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

SECTION 1.

That Sections 58-31, 58-32, 58-33, 58-34, and 58-35 of Article II, "Advisory Recreation and Parks Board," of Chapter 58, "Parks and Recreation," of the Saginaw City Code are hereby amended to read as follows:

"**Sec. 58-31. Created; compensation; qualifications.**

There is hereby created an advisory recreation and parks board of the city, consisting of seven regular members and two alternate members to be appointed by city council, said members to serve without compensation. All regular and alternate members must be qualified voters in the city and shall have resided in the city for a period of at least six months prior to their date of appointment. All regular and alternate members shall be subject to removal at any time by the city council. Alternate members should attend all meetings of the board, and may participate in discussions, but shall have no right to make motions or vote except when acting in the absence or disqualification of a regular member. Alternates shall be designated on their appointment as first and second alternate. On absence or disqualification of one or more regular members, alternates shall be requested by the chairperson of the board to act in place of the absent or disqualified member in numerical order of their respective alternate designations.

Sec. 58-32. Terms of members.

Regular members of said board shall be appointed to places one through seven, respectively.

Regular members shall be appointed to the odd-numbered places in odd-numbered years and to the even-numbered places in even-numbered years. Alternate members shall be appointed in even-numbered years. All members shall serve a term of two years from July 1 of the year of appointment until their successor is appointed.

Sec. 58-33. Duties.

(a) It will be the duty of the Board to:

(1) Make recommendations and suggestions to the city council on the use, control and regulation of the parks and recreation centers and facilities of the city;

(2) Review existing facilities to determine the need for expansion of the parks and recreation centers of the city;

(3) Administer all gifts, bequests and legacies made to the city for park and recreation purposes for the benefit of the park and recreation system, subject to review and audit by the city manager and city council.

(b) Administration of regular budget items for park and recreation purposes shall be under the control of the city manager.

Sec. 58-34. Procedures.

(a) The board shall elect annually from its members a chairperson, a vice chairperson, a secretary, and a treasurer. Four members shall constitute a quorum for the transaction of business. The board shall prescribe its own rules as to meeting times and places and procedures to be followed at the meetings.

(b) The board shall hold at least one regular meeting each quarter and may call special meetings as necessary. Meeting agendas and minutes shall be posted on the board's webpage on the city's official website.

(c) Members shall complete all statutorily required open government training within 90 days of either the date upon which the member is sworn into service or the date by which the member assumes their responsibilities, whichever is sooner.
(d) The board shall provide an annual report to the city council, as well as additional or supplemental reports upon request of the city council.

Sec. 58-35. Authority.

The board is to be an advisory board only, as the name implies. All decisions and actions by the board are presented as recommendations to the city council for action.

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code, and except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

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

SECTION 4.

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

PASSED AND APPROVED ON THIS ___ DAY OF _____, 2022.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

Chapter 58 PARKS AND RECREATION[1]

ARTICLE I. IN GENERAL

Sec. 58-1. City youth programs standards of care adopted.

The city council hereby adopts the City of Saginaw Youth Programs Standards of Care for providing basic child care regulations for day camp activities operated by the city recreation and community services department. As required by V.T.C.A., Human Resources Code § 42.041(b)(14), the standards adopted by this ordinance include staffing ratios; minimum staff qualifications; minimum facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards. A substantial copy of the City of Saginaw Youth Programs Standards of Care is attached to Ord. No. 2010-05 and incorporated herein for all intents and purposes as exhibit "A" and shall be available on the city's web site under the "Recreation" subheading.

(Ord. No. 2007-06, § 1, 3-6-07; Ord. No. 2008-03, § 1, 3-4-08; Ord. No. 2009-05, § 1, 3-17-09; Ord. No. 2010-05, § 1, 4-6-10)

Editor's note(s)—Ord. No. 2007-06, § 1, adopted March 6, 2007, did not specify manner of inclusion; hence, inclusion as § 58-1 is at the discretion of the editor.

Secs. 58-2—58-30. Reserved.

ARTICLE II. ADVISORY RECREATION AND PARKS BOARD[2]

Sec. 58-31. Created; compensation; qualifications.

There is hereby created an advisory recreation and parks board of the city, consisting of seven regular members and two alternate members to be appointed by city council, said members to serve without compensation. All regular and alternate members must be qualified voters in the city and shall be subject to removal at any time by the city council. Alternate members should attend all meetings of the board, and may participate in discussions, but shall have no right to make motions or vote except when acting in the absence or disqualification of a regular member. Alternates shall be designated on their appointment as first and second alternate. On absence or disqualification of one or more regular members, alternates shall be requested by the chairperson of the board to act in place of the absent or disqualified member in numerical order of their respective alternate designations.

(Code 1987, § 16-16; Ord. No. 2021-09, § 1, 4-20-21)

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[1]Cross reference(s)—Environment, ch. 30; streets, sidewalks and other public places, ch. 86.

State law reference(s)—Election required for sale of public park or square, V.T.C.A., Local Government Code § 253.001; parks and wildlife, V.T.C.A., Parks and Wildlife Code § 1.001 et seq.

[2]Cross reference(s)—Boards and commissions, § 2-131 et seq.

Sec. 58-32. Terms of members.

Regular members of said board shall be appointed to places one through seven, respectively.

Regular members shall be appointed to the odd-numbered places in odd-numbered years and to the even-numbered places in even-numbered years. Alternate members shall be appointed in even-numbered years. All members shall serve a term of two years from May 1 of the year of appointment until their successor is appointed in May of the succeeding odd-numbered to even-numbered year, respectively.

(Code 1987, § 16-17; Ord. No. 2021-09, § 1, 4-20-21)

Sec. 58-33. Duties.

(a) It will be the duty of the advisory recreation and parks board to:

(1) Make recommendations and suggestions to the city council, through the city manager or his designated representative, on the use, control and regulation of the parks and recreation centers and facilities of the city;

(2) Review existing facilities to determine the need for expansion of the parks and recreation centers of the city;

(3) Administer all gifts, bequests and legacies made to the city for park and recreation purposes for the benefit of the park and recreation system, subject to review and audit by the city manager and city council.

(b) Administration of regular budget items for park and recreation purposes shall be under the control of the city manager.

(Code 1987, § 16-18)

Sec. 58-34. Procedures.

The board shall elect annually from its members a chairperson and a vice chairperson. Four members shall constitute a quorum for the transaction of business. The board shall prescribe its own rules as to meeting times and places and procedures to be followed at the meetings.

(Code 1987, § 16-19)

Sec. 58-35. Authority.

The board is to be an advisory board only as the name implies. All decisions and actions by the board shall be subject to review by the city manager, who shall keep the council advised as he deems necessary or appropriate. Any decision or action by the board shall be subject to veto by either the city manager or the city council.

(Code 1987, § 16-20)

Secs. 58-36—58-60. Reserved.

ARTICLE III. PARK, PLAYGROUND AND RECREATION AREA RULES AND REGULATIONS

Sec. 58-61. Activities restricted; authority; special permits; overnight camping.

It shall be unlawful for any individual or group of individuals to participate in any activity on any park or playground area when such activity will create a danger to the public or may be considered a public nuisance. The city manager or parks and recreation director (designated by the city manager) may designate particular locations within the park and playground areas for specific activities. When deemed necessary, the city manager may limit the conduct of such activities by the issuance of special permits upon application, which permits shall set out particular conditions under which activity is permitted. Overnight camping is prohibited on any park property except by special permit issued for such activity on special occasions.

(Code 1987, § 16-21)

Sec. 58-62. Restricted areas; hours posted.

It shall be unlawful for any person to enter any portion of a park or recreation area which is designated as restricted or to enter any area during the hours of the day when said area is not open to the public or to enter at any time any park and recreation area which is closed for the season. Hours during which the area is open to the public shall be posted by the parks and recreation director.

(Code 1987, § 16-22)

Sec. 58-63. Concessions; granted by contract.

The city council may from time to time, upon the recommendation of the city manager, grant concessions for the operation of amusements, refreshment stands and related concessionaire facilities for operation in city parks and playgrounds. Any such concessions shall be granted upon a written contract detailing the privileges, duties and responsibilities of the concessionaire and providing adequate protection for the city and its citizens.

(Code 1987, § 16-23)

Sec. 58-64. Written agreement or permit required for selling food, merchandise; application.

It shall be unlawful for any person to sell or offer to sell any food, drinks, confections, merchandise or services in any park or playground unless such person has a written agreement or a permit issued by the city permitting the sale of such items in the park or playground. Application for such permit shall be made to the parks and recreation director.

(Code 1987, § 16-24)

Sec. 58-65. Parking.

Where vehicle parking lots or areas have been set aside in a park in the city, no vehicle shall be driven over or across the curbs, sidewalks, grass or lawn within such park but shall be parked in such parking lots or areas and not otherwise.

(Code 1987, § 16-25)

Cross reference(s)—Traffic and vehicles, ch. 94.

Sec. 58-66. Use of vehicles; transportation of goods; riding horses or other animals.

It shall be unlawful to drive or propel any vehicle over or through any park or playground except along or upon park drives, parkways or park boulevards or to drive or propel along or over any park, parkway or park boulevard any heavily laden vehicle or vehicles carrying merchandise, goods, material or rubbish or any market wagon, dirt cart, moving van or truck. It shall be unlawful for any person to ride or to lead or drive any horse or other animal over or through any park or playground except along and upon the designated paths.

(Code 1987, § 16-26)

Cross reference(s)—Animals generally, ch. 6; traffic and vehicles, ch. 94.

Sec. 58-67. Advertising; signs; exception.

It shall be unlawful to place or erect any structure, sign, bulletin board, post, pole or advertising device of any kind whatsoever in any park or playground or to attach to any tree, shrub, fence, railing, post or structure within any park or playground. Provided, however, the parks and recreation director may permit the erection of temporary decorations on occasions of public celebrations or holidays.

(Code 1987, § 16-27)

Cross reference(s)—Sign code, § 10-381 et seq.; signs generally, ch. 78.

Sec. 58-68. Destruction of park property.

It shall be unlawful to remove, destroy, mutilate or deface any structure, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench or other property in any park or playground.

(Code 1987, § 16-28)

Sec. 58-69. Injuring or destroying vegetation or structures.

It shall be unlawful for any person to cut, break, deface or in any way injure the trees, shrubs, plants, grass, turf, seats, fountains, fences, structures, improvements, ornaments or property within or upon any of the parks and playgrounds.

(Code 1987, § 16-29)

Sec. 58-70. Teasing or molesting animals.

It shall be unlawful to tease, annoy, molest, catch, injure or kill or throw any stone, object or missile of any kind at or strike with a stick, object or weapon any animal, bird, fowl or fish in any park or playground.

(Code 1987, § 16-30)

Cross reference(s)—Animals generally, ch. 6.

Sec. 58-71. Disturbing the peace; profanity.

It shall be unlawful for any person to make, continue or cause to be made or continue at any recreation facility any loud unreasonable or unusual noise or any noise which disturbs, injures or endangers the comfort,

repose, health, peace or safety of others. It shall be unlawful for any person to use boisterous, insulting, profane language or to conduct oneself in a disorderly, lewd, obscene or lascivious manner in any park or recreation area.

(Code 1987, § 16-31)

Secs. 58-72—58-74. Reserved.

Sec. 58-75. Dog park rules and regulations.

(a) Dog park hours are from dawn to dusk.

(b) All dogs must have current rabies tags and be free of any contagious diseases.

(c) Dogs to remain leashed in entry/exit area.

(d) Dogs displaying aggressive behavior shall be leashed and removed immediately.

(e) Dogs must be in view and voice control of their owners/handlers at all times.

(f) Owners/handlers must carry a leash at all times for their dog(s).

(g) Maximum of two dogs per owner/handler.

(h) No unaccompanied children under 13 years old allowed.

(i) Dogs four months of age or less are prohibited.

(j) Dogs in heat are prohibited.

(k) No food or drinks (human or canine) except bottled water allowed in park.

(l) Dogs less than 25 lbs. are not allowed in the large dog area. Dogs over 25 lbs. are not allowed in the small dog area.

(m) No bicycles, rollerblades, skateboards or motorized vehicles allowed in park except maintenance vehicles.

(n) Owners/handlers must clean up their dog's waste.

(o) Owners/handlers shall report dog bites or dog scratches of humans to animal services at 817-232-0311 (police dispatch).

(p) Your use of this park is at your own risk. The City of Saginaw is not responsible for accidents, injury, or other damages of any kind.

(q) The city manager is hereby authorized to post additional dog park rules necessary to protect the public's welfare.

(Ord. No. 2015-02, § 1, 2-3-15)

CITY OF SAGINAW ORDINANCE NO. 89-14

AN ORDINANCE CREATING THE ADVISORY RECREATION AND PARKS BOARD OF THE CITY OF SAGINAW, TEXAS, BY AMENDING IN ITS ENTIRETY ARTICLE II, OF CHAPTER 16, OF THE SAGINAW CITY CODE; PROVIDING FOR THE APPOINTMENT, TERMS OF OFFICE AND DUTIES OF THE BOARD AND ITS MEMBERS; ESTABLISHING RULES AND REGULATIONS FOR USE OF RECREATION AND PARKS FACILITIES OF THE CITY; AND INCLUDING AN EFFECTIVE DATE AND REPEALING AN SAVINGS AND PENALTY CLAUSES.

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

SECTION ONE. There is hereby created and established an Advisory Recreation and Parks Board of the City of Saginaw, Texas, in the manner hereinafter set forth in this ordinance, in place of the Saginaw Parks and Recreation Board, existing under the Saginaw City Code. This ordinance expressly repeals and amends in its entirety Article II, Sections 16-16 through 16-26, of Chapter 16, of the Saginaw City Code.

SECTION TWO. That Article II, of chapter 16, of the Saginaw City Code, shall hereafter read as follows:

ARTICLE II. ADVISORY RECREATION AND PARKS BOARD.

Sec. 16-16. Board created.

There is hereby created an Advisory Recreation and Parks Board of the City of Saginaw, consisting of seven (7) members and two (2) alternatesto be appointed by the City Council, said members to serve without compensation. A member must be a qualified voter in the City and shall have resided in the city at least six (6) months prior to their date of appointment. They shall be subject to removal at any time by the City Council.

Sec. 16-17. Terms of members.

Members of said Board shall be appointed to places one (1) through seven(7), respectively. Those appointed initially to places 1, 3, 5, and 7 shall serve terms of office ending in May, 1991, and those appointed initially to places 2,4,and 6 shall serve terms ending in May, 1992. Thereafter, members and alternates shall be appointed to the odd numbered places in odd numbered years and to the even numbered places in even numbered years, each to serve a term of two years from July 1 of the year of appointment until their successor is appointed in July of the succeeding odd or even numbered year, respectively.

Sec. 16-18. Duties of the Board.

It will be the duty of the Advisory Recreation and Parks Board to: (a) Make recommendations and suggestions to the City Council, on the use, control and regulation of the parks and recreation centers and facilities of the City;

(b) Review existing facilities to determine the need for expansion of the parks and recreation centers of the City;

(c) Administer all gifts, bequests and legacies made to the City for park and recreation purposes for the benefit of the park and recreation system, subject to review and audit by the City Manager and City Council.

(d) Administration of regular budget items for park and recreation purposes shall be under the control of the City Manager.

Sec. 16-19. Procedures of the Board.

Said Board shall elect annually from its members a chairperson,a vice-chairperson, and secretary. Four (4) members shall constitute a quorum for transaction of business. It shall prescribe its own rules as to meeting times and places, and procedures to be followed at the meetings. The board shall hold at least one regular meeting each quarter. Special meetings may be called as necessary.

Members shall complete the statutorily mandated open government training within 90 days of having been sworn in to service or from the date by which the member otherwise assumes responsibilities for the board, whichever is sooner.

The board shall post agendas, minutes and attendance on the board webpage on the city's website.

The board shall provide an annual report to the city council and may be required to provide additional reports upon request of the city council.

Sec. 16-20. Authority of the Board.

The Board is to be an advisory board only.
All decisions and actions by the Board are presented as recommendations to City Council for action.

SECTION THREE. That Chapter 16, of the Saginaw City Code, entitled "Parks and Recreation", is hereby further amended by the addition of the following rules and regulations thereto as an additional Article III to said Chapter 16 to be entitled "Park, Playground and Recreation Area Rules and Regulations" The Codifier is expressly authorized to re-assign section numbers, article number and arrangement of these rules and regulations on supplementation of this amendment to be printed and published Code Until such occurs, the

said Article III, of Chapter 16, of said Code, shall read as follows:

ARTICLE III. PARK, PLAYGROUND AND RECREATION AREA RULES AND REGULATION

Sec. 16-21.

It shall be unlawful for any individual or group of individuals to participate in any activity on any park or playground area when such activity will create a danger to the public or may be considered a public nuisance. The City Manager or Parks and Recreation Director (designated by the City Manager) may designate particular locations within the park and playground areas for specific activities and when deemed necessary, he may limit the conduct of such activities by the issuance of special permits upon application, which permits shall set out particular conditions under which activity is permitted. Overnight camping is prohibited on any park property except by special permit issued for such activity on special occasions.

Sec. 16-22.

It shall be unlawful for any person to enter any portion of a park or recreation area which is designated as restricted, or to enter any area during the hours of the day when said area is not open to the public or to enter at any time any park and recreation area which is closed for the season. Hours during which the area is open to the public shall be posted by the Parks and Recreation Director.

Sec. 16-23. Concessions.

The City Council may from time to time upon the recommendation of the City Manager, grant concessions for the operation of amusements, refreshment stands, and related concessionaire facilities for operation in City parks and playgrounds. Any such concessions shall be granted upon a written contract detailing the privileges, duties, and responsibilities of the concessionaire, and providing adequate protection for the City and its citizens.

Sec. 16-24.

It shall be unlawful for any person to sell or offer to sell any food, drinks, confections, merchandise, or services in any park or playground, unless such person has a written agreement or a permit issued by the City permitting the sale of such items in the park or playground. Application for such permit shall be made to the Parks and Recreation Director.

Sec. 16-25.

Where vehicle parking lots or areas have been set aside in a park in the city, no vehicle shall be driven over or across the curbs, sidewalks, grass, or lawn within such park, but shall be parked in such parking lots or areas, and not otherwise.

Sec. 16-26.

It shall be unlawful to drive or propel any vehicle over or through any park or playground except along or upon park drives, parkways, or park boulevards, or to drive or propel along or over any park, parkway or park boulevard, any heavily laden vehicle or vehicles carrying merchandise, goods, material, or rubbish, or any market wagon, dirt cart, moving van, or track. It shall be unlawful for any person to ride or to lead or drive any horse or other animal over or through any park or playground except along and upon the designated paths.

Sec. 16-27.

It shall be unlawful to place or erect any structure, sign, bulletin board, post, pole, or advertising device of any kind whatsoever in any park or playground or to attach to any tree, shrub, fence, railing, post, or structure within any park or playground; provided however, the Parks and Recreation Director may permit the erection of temporary decorations on occasions of public celebration or holidays.

Sec. 16-28.

It shall be unlawful to remove, destroy, mutilate, or deface any structure, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, or other property in any park or playground.

Sec. 16-29.

It shall be unlawful for any person to cut, break, deface or in any way injure the trees, shrubs, plants, grass, turf, seats, fountains, fences, structures, improvements, ornaments or property within or upon any of the parks and playgrounds.

Sec. 16-30.

It shall be unlawful to tease, annoy, molest, catch, injure, or kill or throw any stone, object or missile of any kind at, or strike with a stick, object or weapon, any animal, bird, fowl, or fish in any park or playground.

Sec. 16-31.

It shall be unlawful for any person to make, continue or cause to be made or continue at any recreation facility, any loud unnecessary or unusual noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. It shall be unlawful for any person to use boisterous

insulting, profane language, or to conduct oneself in a disorderly, lewd, obscene or lascivious manner in any park or recreation area.

SECTION FOUR. This ordinance shall be in full force and effect Immediately upon its adoption and approval, and publication as required by law. Publication of the caption of the ordinance, and a brief summary of the subject regulated, and the penalty clause is hereby authorized.

SECTION FIVE. 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 unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this code of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION SIX. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and the person shall be fined not in excess if two hundred dollars [$200.00] and each day or fractional part thereof, failure or refusal to comply with said provisions will constitute a separate offense, and in case of willful or continued violations by any person, the City shall have the power to revoke any license or permit under which said person may be acting; and revoke all permits, privileges, and franchises granted to said person.

ADOPTED AND APPROVED this
5th of December, 1989

APPROVED:

Bill Flippo

Bill Flippo, Mayor of the City of Saginaw, Texas

ATTEST:

Nelda Mays

Nelda Mays, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Clyde R. Marshall

Clyde Marshall, City Attorney

CITY OF SAGINAW ORDINANCE NO. 89-14

AN ORDINANCE CREATING THE ADVISORY RECREATION AND PARKS BOARD OF THE CITY OF SAGINAW, TEXAS, BY AMENDING IN ITS ENTIRETY ARTICLE II, OF CHAPTER 16, OF THE SAGINAW CITY CODE; PROVIDING FOR THE APPOINTMENT, TERMS OF OFFICE AND DUTIES OF THE BOARD AND ITS MEMBERS; ESTABLISHING RULES AND REGULATIONS FOR USE OF RECREATION AND PARKS FACILITIES OF THE CITY; AND INCLUDING AN EFFECTIVE DATE AND REPEALING AN SAVINGS AND PENALTY CLAUSES.

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

SECTION ONE. There is hereby created and established an Advisory Recreation and Parks Board of the City of Saginaw, Texas, in the manner hereinafter set forth in this ordinance, in place of the Saginaw Parks and Recreation Board, existing under the Saginaw City Code. This ordinance expressly repeals and amends in its entirety Article II, Sections 16-16 through 16-26, of Chapter 16, of the Saginaw City Code.

SECTION TWO. That Article II, of chapter 16, of the Saginaw City Code, shall hereafter read as follows:

ARTICLE II. ADVISORY RECREATION AND PARKS BOARD.

Sec. 16-16. Board created.

There is hereby created an Advisory Recreation and Parks Board of the City of Saginaw, consisting of seven (7) members and two (2) alternatesto be appointed by the City Council, said members to serve without compensation. A member must be a qualified voter in the City and shall have resided in the city at least six (6) months prior to their date of appointment. They shall be subject to removal at any time by the City Council.

Sec. 16-17. Terms of members.

Members of said Board shall be appointed to places one (1) through seven(7), respectively. Those appointed initially to places 1, 3, 5, and 7 shall serve terms of office ending in May, 1991, and those appointed initially to places 2,4,and 6 shall serve terms ending in May, 1992. Thereafter, members and alternates shall be appointed to the odd numbered places in odd numbered years and to the even numbered places in even numbered years, each to serve a term of two years from July 1 of the year of appointment until their successor is appointed in July of the succeeding odd or even numbered year, respectively.

Sec. 16-18. Duties of the Board.

It will be the duty of the Advisory Recreation and Parks Board to: (a) Make recommendations and suggestions to the City Council, on the use, control and regulation of the parks and recreation centers and facilities of the City;

(b) Review existing facilities to determine the need for expansion of the parks and recreation centers of the City;

(c) Administer all gifts, bequests and legacies made to the City for park and recreation purposes for the benefit of the park and recreation system, subject to review and audit by the City Manager and City Council.

(d) Administration of regular budget items for park and recreation purposes shall be under the control of the City Manager.

Sec. 16-19. Procedures of the Board.

Said Board shall elect annually from its members a chairperson,a vice-chairperson, and secretary. Four (4) members shall constitute a quorum for transaction of business. It shall prescribe its own rules as to meeting times and places, and procedures to be followed at the meetings. The board shall hold at least one regular meeting each quarter. Special meetings may be called as necessary.

Members shall complete the statutorily mandated open government training within 90 days of having been sworn in to service or from the date by which the member otherwise assumes responsibilities for the board, whichever is sooner.

The board shall post agendas, minutes and attendance on the board webpage on the city's website.

The board shall provide an annual report to the city council and may be required to provide additional reports upon request of the city council.

Sec. 16-20. Authority of the Board.

The Board is to be an advisory board only.
All decisions and actions by the Board are presented as recommendations to City Council for action.

SECTION THREE. That Chapter 16, of the Saginaw City Code, entitled "Parks and Recreation", is hereby further amended by the addition of the following rules and regulations thereto as an additional Article III to said Chapter 16 to be entitled "Park, Playground and Recreation Area Rules and Regulations" The Codifier is expressly authorized to re-assign section numbers, article number and arrangement of these rules and regulations on supplementation of this amendment to be printed and published Code Until such occurs, the

said Article III, of Chapter 16, of said Code, shall read as follows:

ARTICLE III. PARK, PLAYGROUND AND RECREATION AREA RULES AND REGULATION

Sec. 16-21.

It shall be unlawful for any individual or group of individuals to participate in any activity on any park or playground area when such activity will create a danger to the public or may be considered a public nuisance. The City Manager or Parks and Recreation Director (designated by the City Manager) may designate particular locations within the park and playground areas for specific activities and when deemed necessary, he may limit the conduct of such activities by the issuance of special permits upon application, which permits shall set out particular conditions under which activity is permitted. Overnight camping is prohibited on any park property except by special permit issued for such activity on special occasions.

Sec. 16-22.

It shall be unlawful for any person to enter any portion of a park or recreation area which is designated as restricted, or to enter any area during the hours of the day when said area is not open to the public or to enter at any time any park and recreation area which is closed for the season. Hours during which the area is open to the public shall be posted by the Parks and Recreation Director.

Sec. 16-23. Concessions.

The City Council may from time to time upon the recommendation of the City Manager, grant concessions for the operation of amusements, refreshment stands, and related concessionaire facilities for operation in City parks and playgrounds. Any such concessions shall be granted upon a written contract detailing the privileges, duties, and responsibilities of the concessionaire, and providing adequate protection for the City and its citizens.

Sec. 16-24.

It shall be unlawful for any person to sell or offer to sell any food, drinks, confections, merchandise, or services in any park or playground, unless such person has a written agreement or a permit issued by the City permitting the sale of such items in the park or playground. Application for such permit shall be made to the Parks and Recreation Director.

Sec. 16-25.

Where vehicle parking lots or areas have been set aside in a park in the city, no vehicle shall be driven over or across the curbs, sidewalks, grass, or lawn within such park, but shall be parked in such parking lots or areas, and not otherwise.

Sec. 16-26.

It shall be unlawful to drive or propel any vehicle over or through any park or playground except along or upon park drives, parkways, or park boulevards, or to drive or propel along or over any park, parkway or park boulevard, any heavily laden vehicle or vehicles carrying merchandise, goods, material, or rubbish, or any market wagon, dirt cart, moving van, or track. It shall be unlawful for any person to ride or to lead or drive any horse or other animal over or through any park or playground except along and upon the designated paths.

Sec. 16-27.

It shall be unlawful to place or erect any structure, sign, bulletin board, post, pole, or advertising device of any kind whatsoever in any park or playground or to attach to any tree, shrub, fence, railing, post, or structure within any park or playground; provided however, the Parks and Recreation Director may permit the erection of temporary decorations on occasions of public celebration or holidays.

Sec. 16-28.

It shall be unlawful to remove, destroy, mutilate, or deface any structure, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, or other property in any park or playground.

Sec. 16-29.

It shall be unlawful for any person to cut, break, deface or in any way injure the trees, shrubs, plants, grass, turf, seats, fountains, fences, structures, improvements, ornaments or property within or upon any of the parks and playgrounds.

Sec. 16-30.

It shall be unlawful to tease, annoy, molest, catch, injure, or kill or throw any stone, object or missile of any kind at, or strike with a stick, object or weapon, any animal, bird, fowl, or fish in any park or playground.

Sec. 16-31.

It shall be unlawful for any person to make, continue or cause to be made or continue at any recreation facility, any loud unnecessary or unusual noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. It shall be unlawful for any person to use boisterous

insulting, profane language, or to conduct oneself in a disorderly, lewd, obscene or lascivious manner in any park or recreation area.

SECTION FOUR. This ordinance shall be in full force and effect Immediately upon its adoption and approval, and publication as required by law. Publication of the caption of the ordinance, and a brief summary of the subject regulated, and the penalty clause is hereby authorized.

SECTION FIVE. 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 unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this code of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION SIX. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and the person shall be fined not in excess if two hundred dollars [$200.00] and each day or fractional part thereof, failure or refusal to comply with said provisions will constitute a separate offense, and in case of willful or continued violations by any person, the City shall have the power to revoke any license or permit under which said person may be acting; and revoke all permits, privileges, and franchises granted to said person.

ADOPTED AND APPROVED this
5th of December, 1989

APPROVED:

Bill Flippo

Bill Flippo, Mayor of the City of Saginaw, Texas

ATTEST:

Nelda Mays

Nelda Mays, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Clyde R. Marshall

Clyde Marshall, City Attorney

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (16)

Staff Contact: Nicky Lawson
Councilmember
Cindy Bighorse
Councilmember

E-mail: nlawson@saginawtx.org
cbighorse@saginawtx.org

Phone: 682-551-0583 817-846-4062

SUBJECT:
Consideration and Action regarding Ordinance No. 2022-24, Amending Section 2-163 of the Saginaw City Code, which establishes a Capital Improvements Advisory Committee and provides for the purposes, organization, and membership of the Committee

---

BACKGROUND/DISCUSSION:
On June 1, 2021, the Council approved three of its members to serve on a subcommittee for the purpose of reviewing 2021 boards applicants. A need was identified by this subcommittee to update the application form, review each board's purpose, objectives and goals as well as to standardize all the boards/committees within the City of Saginaw to improve communication and efficiency and compliance with our ordinances.

Revisions to Ordinance 2020-23 are being presented for consideration for adoption. The modifications include:
- end of term changed to June 30 to coincide with other committee appointments
- added that CIAC will follow meeting requirements of P&Z per City Code, Appendix A, Article 2

FINANCIAL IMPACT:
No financial impact.

RECOMMENDATION:
Councilmembers Lawson and Bighorse recommend approval of the revisions to City Code.

ATTACHMENTS:

Description
Proposed Ordinance
CIAC Proposed Revisions

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING SECTION 2-163 OF THE SAGINAW CITY CODE, WHICH ESTABLISHES A CAPITAL IMPROVEMENTS ADVISORY COMMITTEE AND PROVIDES FOR THE PURPOSES, ORGANIZATION, AND MEMBERSHIP OF THE COMMITTEE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 395 of the Texas Local Government Code, the City Council of the City of Saginaw ("City Council") has previously established a Capital Improvements Advisory Committee ("Committee"); and

WHEREAS, the City Council has previously established regulations for the administrative governance of the Committee and now seeks to update those regulations.

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

SECTION 1.

That Section 2-163 of the Saginaw City Code is hereby amended by amending subparagraph (c) and adding a new subparagraph (g), which shall read as follows:

"**Sec. 2-163. Capital improvements advisory committee.**

* * *

(c) *Terms*. Terms for CIAC members that are P&Z members shall cease or expire when their P&Z term ceases or expires. The term for an ad hoc voting member, who is not a member of the P&Z, shall be for two years, and shall expire on June 30; provided, however, that the members shall continue to serve until their successors are appointed.

* * *

(g) *Organization and conduct of business.* CIAC shall follow the meeting requirements as established for the P&Z in article 2 of appendix A of the city code."

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code, and except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

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

SECTION 4.

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

PASSED AND APPROVED ON THIS ___ DAY OF _____, 2022.

_____

MAYOR

ATTEST:

_____

CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____

CITY ATTORNEY

ORDINANCE NO. 2020-23

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING SECTION 2-163 OF THE CODE OF ORDINANCES, DESIGNATING THE PLANNING AND ZONING COMMISSION TO SERVE AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE IN ACCORDANCE WITH CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE AND DISSOLVING THE CURRENT CAPITAL IMPROVEMENTS ADVISORY COMMITTEE; 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 is a home rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City has previously established a capital improvements advisory committee to fulfill the purposes set forth in V.T.C.A., Local Government Code, Chapter 395; and

WHEREAS, state law permits the City's Planning and Zoning Commission to serve as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity; or, if no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee; and

WHEREAS, the City Council now desires to dissolve the current capital improvements advisory committee and designate the Planning and Zoning Commission to serve as the advisory committee; and

WHEREAS, the City Council determines that the matters contained herein are in the best interest of the City and will promote the health, safety and welfare of the citizens of the City of Saginaw.

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

SECTION 1.

That Section 2-163 of the Saginaw City Code is hereby amended to read as follows:

"Sec. 2-163. – Capital improvements advisory committee.

(a) *Established purpose.* A capital improvements advisory committee (CIAC) shall be established for the purposes set forth in V.T.C.A., Local Government Code § 395.058.

(b) *Appointment.* The members of the planning and zoning commission (P&Z) shall serve as the CAIC, and the city council's action of appointing the P&Z members shall be deemed to be their simultaneous appointment as members of the CIAC. If the P&Z does not have at least one representative from the real estate, development, or building industries, then one such representative shall be appointed by the city council as an ad hoc voting member of the CIAC.

(c) *Terms.* Terms for CIAC members that are P&Z members shall cease or expire when their P&Z term ceases or expires. The term for an ad hoc voting member, who is not a member of the P&Z, shall be for two years, and shall expire onJune 30; provided, however, that the members shall continue to serve until their successors are appointed.

(d) *Vacancies.* Vacancies shall be filled by the city council, as necessary, for the unexpired term of any member whose term becomes vacant.

(e) *Removal.* CIAC members who are P&Z members shall be removed in accordance with the conditions of removal for a P&Z member. A CIAC member who is not a member of the P&Z shall serve at the will of the city council.

(f) *Compensation.* Members shall serve without pay.

(g) *Organization and conduct of business*. CIAC shall follow the meeting requirements as established for P&Z in City Code, Appendix A, Article 2.

SECTION 2.

The current capital improvements advisory committee is hereby dissolved and replaced in accordance with Section 1 of this Ordinance. The members of the current capital improvements advisory committee and hereby removed.

SECTION 3.

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

SECTION 4.

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

the same would have been enacted by the City Council without the incorpora
of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5.

This Ordinance shall take effect immediately from and after its date

PASSED AND APPROVED ON this the 3rd day of November, 2(

TODD FLIPPO, MAYOR

ATTEST:

JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

BRYN MEREDITH, CITY ATTORNEY

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (17)

Staff Contact: Nicky Lawson
Councilmember
Cindy Bighorse
Councilmember

E-mail: nlawson@saginawtx.org
cbighorse@saginawtx.org

Phone: 682-551-0583 817-846-4062

SUBJECT:
Consideration and Action regarding Ordinance No. 2022-25, Amending Article II, "Library Board", of Chapter 46, "Library", of the Saginaw City Code, which establishes a Library Board and provides for the purposes, organization, and membership of the Board

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BACKGROUND/DISCUSSION:
On June 1, 2021, the Council approved three of its members to serve on a subcommittee for the purpose of reviewing 2021 boards applicants. A need was identified by this subcommittee to update the application form, review each board's purpose, objectives and goals as well as to standardize all the boards/committees within the City of Saginaw to improve communication and efficiency and compliance with our ordinances.

Revisions to Ordinance No. 97-7 are being presented for consideration for adoption. The modifications include:
- length of term changed from 3 years to 2 years to be consistent with all other boards.
- end of term changed from June 30 to coincide with other committee appointments.
- addition of two alternates to teh board
- added training requirement
- added members must be registered voters of the City of Saginaw and shall have resided in the City of Saginaw at least six months prior to service
- require the election of a chair, vice-chair, treasurer and secretary
- presentation of recommendations to City Council
- presentation of an annual report at a City Council meeting
- post agendas, minutes, budget and attendance, as applicable, on the committee page of the City of Saginaw website
- committee shall hold meetings every quarter and shall meet at least once a year

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Councilmembers Lawson and Bighorse recommend approval of Ordinance No. 2022-25.

ATTACHMENTS:

Description

Proposed Ordinance

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING ARTICLE II, "LIBRARY BOARD," OF CHAPTER 46, "LIBRARY," OF THE SAGINAW CITY CODE, WHICH ESTABLISHES A LIBRARY BOARD AND PROVIDES FOR THE PURPOSES, ORGANIZATION, AND MEMBERSHIP OF THE BOARD; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Saginaw ("City Council") has previously established a Library Board ("Board"); and

WHEREAS, the City Council has previously established regulations for the administrative governance of the Board and now seeks to update those regulations.

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

SECTION 1.

That Sections 46-31, 46-32, and 46-33 of Article II, "Library Board," of Chapter 46, "Library," of the Saginaw City Code are hereby amended to read as follows:

"Sec. 46-31. Appointed.

There shall be a city library board, which shall exercise advisory supervision over the John Ed Keeter Public Library of Saginaw through cooperation with the library director. The board shall consist of seven members and two alternates to be appointed by the city council. Their terms of office will be two years. Places 1, 3, 5, 7 and alternate place 1 shall end on June 30 of odd number years; Places 2, 4, 6, and alternate place 2 shall end on June 30 of even numbered years. Members shall be qualified voters of the City of Saginaw, having resided in the city at least six months prior to their date of appointment and shall serve without compensation. Members shall serve at the will of the Council and may be removed at any time.

Sec. 46-32. Procedures.

The city library board shall elect from its members a chair, vicechair, secretary, and treasurer. A majority of the board shall constitute a quorum for the transaction of business.

Sec. 46-33. Power.

The board shall prescribe its own rules with respect to meeting time and place, as well as rules of procedure at the meeting. It shall have the duty and power of making, adopting and enforcing all necessary by-laws, rules and regulations governing the use of the John Ed Keeter Public Library of Saginaw, its reading rooms, books and other property, of purchasing books, journals, publications and other materials for library purposes with funds available to it from the city council, with the due regard for the professional advice and recommendations of the library director, and of prescribing hours of and locations for the library and its operation. All decisions of such board shall be subject to review by the city manager, who shall keep the city council advised as he deems necessary or appropriate. Any decision of the board shall likewise be subject to veto by either the city manager or the city council."

SECTION 2.

That the Saginaw City Code is hereby amended by adding a section, to be numbered 46-36, which said section reads as follows:

"**Sec. 46-36. Administration.**

(a) The board shall meet at minimum of once per quarter and prescribe its own rules with respect to meeting time and place, as well as rules of procedure at the meeting. The board shall present an annual report to the council at least once per year. One board member shall be present when proposals on behalf of the library are presented to the Council. The board, by and through the city manager, or designee, shall have the duty and power of making, adopting and reporting all necessary bylaws, rules and regulations governing the use of the John Ed Keeter Public Library of Saginaw, its reading rooms, books and other property, of purchasing books, journals, publications and other materials for library purposes with funds available to it from contributions and appropriated by the City Council, with due regard for the professional advice and recommendations of the Library Director, and of recommending hours of and locations for the Library and its operation. All decisions of such board shall be presented to the city council recommendations. The City Council shall have final decision-making authority over all matters pertaining to the John Ed Keeter Public Library of Saginaw.

(b) The board, with the assistance of the city manager, or designee, shall post all meeting schedules, agendas, minutes, and the board's budget on the board's webpage on the city's website.

(c) Board members shall complete all statutorily required open government training within 90 days of either the date upon which the member is sworn into service or the date by which the member assumes their responsibilities, whichever is sooner."

SECTION 3.

This ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code, and except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 4.

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

SECTION 5.

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

PASSED AND APPROVED ON THIS ___ DAY OF _____, 2022.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

City of Saginaw

Meeting Date: 11/15/2022

Agenda Items: (18)

Staff Contact: Nicky Lawson
Councilmember
Cindy Bighorse
Councilmember

E-mail: nlawson@saginawtx.org
cbighorse@saginawtx.org

Phone: 682-551-0583 817-846-4062

SUBJECT:
Consideration and Action regarding Ordinance No. 2022-26, Formally Establishing the Keep Saginaw Beautiful Board; providing for the appointment of members; providing for the duties, procedures and authority of the Board

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BACKGROUND/DISCUSSION:
On June 1, 2021, the Council approved three of its members to serve on a subcommittee for the purpose of reviewing 2021 boards applicants. a need was identified by this subcommittee to update the application form, review each board's purpose, objectives and goals as well as to standardize all the boards/committees within the City of Saginaw to improve communication and efficiency and compliance with our ordinances.

An ordinance addressing the Keep Saginaw Beautiful committee regarding appointment of members, terms of office, and duties is presented for consideration, including the following:
- board members are appointed by City Council
- length of term established to be two years to be consistent with all other boards
- addition of two alternates to the board
- added training requirement
- added members must be registered voters of the City of Saginaw and shall have resided in the City of Saginaw at least six months prior to service
- require the election of a chair, vice-chair, treasurer and secretary
- presentation of recommendations to City Council
- presentation of an annual report at a City Council Meeting
- post agendas, minutes, budget and attendance, as applicable, on the committee page of the City of Saginaw website
- committee shall hold meetings every quarter and shall meet at least once a year

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Councilmembers Lawson and Bighorse recommend approval.

ATTACHMENTS:

Description

Proposed Ordinance

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, FORMALLY ESTABLISHING THE KEEP SAGINAW BEAUTIFUL BOARD; PROVIDING FOR THE APPOINTMENT OF MEMBERS; PROVIDING FOR THE DUTIES, PROCEDURES AND AUTHORITY OF THE BOARD; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Keep Saginaw Beautiful Board ("Board") was informally established in _____ ;

WHEREAS, the city council now desires to formally establish the Keep Saginaw Beautiful Board and provide for the appointment of its members, as well as establish the duties, procedures and authority of the board.

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

SECTION 1.

That the Saginaw City Code is hereby amended by adding a chapter, to be numbered 47, which said chapter reads as follows:

"**Chapter 47 – KEEP SAGINAW BEAUTIFUL BOARD**

"Sec. 47-1. Board Creation:

There is hereby created a beautification committee for the City of Saginaw to be called the Keep Saginaw Beautiful Board, consisting of seven (7) members and two (2) alternates to be appointed by the City Council. Members shall be qualified voters in the City and shall have resided in the city at least six months prior to their date of appointment. Members shall serve without compensation and shall be subject to removal at any time by the City Council.

Sec. 47-2. Term.

The term of office for members shall be two years. The term of office for places 1, 3, 5, 7, and alternate place 1 shall end on June 30 of odd number years. The term of office for places 2, 4, 6, and alternate place 2 shall end on June 30 on even numbered years.

Sec. 47-3. Duties of the Board.

It shall be the duty of Keep Saginaw Beautiful Board to:

(a) Promote litter prevention, beautification and community improvement, and minimization of the impact of solid waste in Saginaw, Texas.

(b) Visit city parks and facilities to assess and recommend improvements with regards to beautification.

(c) Make recommendations and suggestions to the City Council concerning the administration of all gifts, bequests and legacies made to the City for beautification purposes.

Sec. 47-4. Procedures of the Board.

(a) The board shall elect officers annually from its members and shall appoint a chair (president), a vice-chair (vice president), secretary, and treasurer. Four members shall constitute a quorum for the transaction of business. The board shall prescribe its own rules as to meeting times and places, and procedures to be followed at the meetings. The board shall hold at least one regular meeting each quarter. Special meetings may be called as necessary.

(b) Members shall complete the statutorily mandated open government training within 90 days of having been sworn in to service or from the date by which the member otherwise assumes responsibilities for the board, whichever is sooner.

(c) The board, with the assistance of the city manager, or designee, shall post all meeting schedules, agendas, minutes and attendance on the board webpage on the city's website.

(d) The board shall provide an annual report to the city council and may be required to provide additional reports upon request of the city council.

Sec. 47-5. Authority of the Board.

The Board shall serve in an advisory capacity. All decisions of the Board shall be presented as recommendations to the Council."

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Saginaw City Code, and except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

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

SECTION 4.

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

PASSED AND APPROVED ON THIS ___ DAY OF _____, 2022.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY