City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING

Meeting and/or Executive Session Agenda
6:00 PM - Tuesday, September 20, 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 Dennis Hudson, Saginaw Park Baptist Church

(3) Audience Participation--On the Video Screen

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

(a) Action regarding Minutes, September 6, 2022--Janice England, City Secretary

(b) Action Regarding Resolution No. 2022-19 Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corp.--Lee Howell, Asst. City Manager

(c) Action regarding Resolution No. 2022-21, Annual Approval of Investment Policy--Kim Quin, Finance Director

(d) Action regarding increasing the General Fund Emergency Reserve Balance by $440,000 to comply with Financial Management Policies--Kim Quin, Finance Director

(e) Action regarding moving City Council Meeting scheduled for Tuesday, October 4, 2022 to Monday, October 3, 2022--Janice England, City Secretary

(f) Action regarding Interlocal Agreement with Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services for the Elderly and Persons with Disabilities for the Period of October 1, 2022 through September 30, 2023--Keith Rinehart, Director of Community & Economic Development

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

(h) Consideration and Action regarding Acceptance of Right-of-Way Dedication for Saginaw Square Boulevard, Drainage Utility Easements, and a Sanitary Sewer Easement for the Square Development--Susy Victor-Trevino, Planning Manager

(i) Action regarding an Access Agreement for 400 S. Saginaw Blvd. & 405 S. Belmont St., and Authorizing the Mayor to execute same--Bryn Meredith, City Attorney

(5) PUBLIC HEARING--Consideration and Action regarding Resolution No. 2022-22, Adoption of Revised Budget for Fiscal Year 2021-2022--Kim Quin, Finance Director

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

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

(8) Consideration and Action regarding Individual Project Order for 2022 Saginaw Playground Assessments--Randy Newsom, Director of Public Works

(9) Consideration and Action regarding Relocation of Kiwanis Veterans Memorial Park--Randy Newsom, Director of Public Works

(10) Consideration and Action regarding Approval of a Playground Structure at the new Library Facility--Randy Newsom, Director of Public Works

(11) Consideration and Action regarding Professional Services Agreement Proposal by Animal Arts Studios Inc., to Provide Design Services for a New Animal Services Shelter--Lee Howell, Asst. City Manager

(12) Update on the 2022 Strategic Project List & Work Plan – Re-Establishing A Chamber of Commerce--Keith Rinehart, Director of Community & Economic Development

(13) Consideration and Action regarding Saginaw Switchyard Expansion--Randy Newsom, Director of Public Works

(14) Communications Update & Citywide Customer Satisfaction Survey Workshop--Pedro Zambrano, Communications Manager

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

551.071. Texas Government Code.

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

(a) Any Posted Item

551.087 Texas Government Code.

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

(a) 1005 N. Saginaw Blvd.

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

(16) Adjournment--Todd Flippo, Mayor

City of Saginaw

Meeting Date: 9/20/2022

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, September 6, 2022

BACKGROUND/DISCUSSION:
The minutes of the City Council Meeting held on September 6, 2022 are presented for consideration.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 9-06-2022

CITY OF SAGINAW
CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 W. MCLEROY BLVD.
SEPTEMBER 6, 2022

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Paul Felegy
Councilmember	Nicky Lawson
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Fritz Quast
City Engineer	Nick Sopko, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Lee Howell
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Russell Ragsdale
Asst. Police Chief	Brandon Badovinac
Fire Chief	Doug Spears
Asst. Fire Chief	Scott Craver
Director of Public Works	Randy Newsom
Director of Human Resources	Melanie McManus
Dir. of Comm. & Eco. Dev.	Keith Rinehart
Library Director	Ellen Ritchie
Communications Manager	Pedro Zambrano
Police Officer	Randall Spears

Absent from the meeting:

None

Visitors at the meeting:

Kelly Stewart	Debra Thomas
Maria Guynes	Larry Little
Jeremy Roberson	Matt Regan
Michelle Emmett	Karen Cromwell
Lynn Blackmon	Chris Dyer
Rocky Jones	Bryce Apple
Carmen Drake	Brack St. Clair
Korie Kiser	Jason Woodward
Amy Woodward	Rebekah Woodward
John Peet	Homer Reyes
J.D. Peet Jr.	Devon Motley

Elliott Weathers	Jennifer Blick
Larry Scheid	Abra Nusser
Ayoub Kahondogoro	Vickie Weldon
Jason England	Ashton Coker
James Crippen	Corey Burnett
Jennifer Garrett	Greg Clayton
Jose Wheeland	David Gonzales
Corey Smith	Dusty Shefler
Brad Morgan	Vicky Vega
Coty Pruit	Calene McDonald
Erick Munoz	Andrew Markey
Cory Robinson	Austin Pittman
Bryan Waugh	Dale Alderete
Tanner Harris	Rick Trice
Angela Torres	John Cook
Breanna Farley	Glenn Reeves
Jonathan Reames	Joe Laster
Bobby Cartwright	

(1) Call to Order

Mayor Flippo called the meeting to order at 6:02 p.m. with a quorum present.

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

In the absence of Pastor Michael Orr, Larry Scheid gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, August 16, 2022

b. Action regarding Minutes, August 22, 2022

c. Action regarding Tarrant County College (TCC) Range Contract Renewal
Summary: The Saginaw Police Department utilizes the Tarrant County College firing range to conduct all firearms related training. This training is mandated by the Texas Commission on Law Enforcement (TCOLE) for police officers to maintain their TCOLE certification. The financial impact will be $44,500 for a three year contract. The fee has not increased during the past six years.

d. Action regarding Acceptance of Various Easements for the Tricon Development
Summary: Construction projects require dedication of certain offsite drainage, water, sanitary sewer, pedestrian access, and utility easements to facilitate the construction of public facilities. The Tricon Development has easements offsite that are required to serve the development. The easements are on unplatted/developed property and will be shown or vacated on future plats as development occurs. The

dedication instruments have been executed by Lorin Boswell, Jr. Enterprises, LLC, JGS GBG Ttust, KGP GBG Trust, and TPG III GBG Trust, on behalf of Tricon Development. Upon approval by City Council, these easements will be filed for record and will be reflected in the final plats upon the Development of the property.

Mayor Flippo stated that he had received requests to pull Item 4d for discussion.

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

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

Against: None

Abstain: None

Absent: None

The Council considered Item 4d, Action regarding Acceptance of Various Easements for the Tricon Development. *(Councilmember Felegy left the meeting during the discussion of this item due to a Conflict of Interest.)*

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Copeland to approve Item 4d of the consent agenda as presented. Motion carried unanimously. 6-0-1-0

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

Against: None

Abstain: Councilmember Felegy

Absent: None

(5) Consideration and Action regarding Award of Bid for East Cement Creek Channel Reconstruction Phase 1 Project

Motion was made by Councilmember Copeland with a second by Councilmember Bighorse to award the bid and additive alternate bid for the East Cement Creek Channel Reconstruction Phase 1 Project to Humphrey & Morton Construction Company, Inc. in the amount of $1,395,078 as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

Mayor Flippo stated that Item No. 14 will be moved to this point on the agenda.

(14) Work Plan Update/City Manager Review

City Manager Reaume gave an update on the 2022 Work Plan. There were lengthy discussions regarding the items on the work plan.

(6) PUBLIC HEARING – Continuation of Public Hearing on Proposed Budget for Fiscal Year 2022/2023

Mayor Flippo declared the public hearing opened at 7:34 p.m. There was some discussion regarding the proposed budget. Ms. Jennifer Blick addressed the Council regarding the Aquatic Center and encouraged the consideration of adding a year round aquatic center coordinator position to monitor and maintain the aquatic center. Ms. Carmen Drake addressed the Council. She expressed her support for the proposed tax rate. Mayor Flippo called for any additional public input. There was none. Mayor Flippo declared the public hearing closed at 8:03 p.m.

(7) Consideration and Action regarding Resolution No. 2022-20, Adoption of the Budget for Fiscal Year 2022/2023

Motion was made by Councilmember Copeland with a second by Councilmember Felegy to approve Resolution No. 2022-20, adopting the budget for Fiscal Year 2022/2023. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(8) Consideration and Action to Ratify the Property Tax Rate Increase reflected in the Fiscal Year 2022/2023 Proposed Budget

Motion was made by Councilmember Lawson with a second by Councilmember Felegy to ratify the property tax increase included in the Fiscal Year 2022/2023 Budget. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(9) Consideration and Action regarding Ordinance No. 2022-14, Adopting and Setting the Property Tax Rate for the 2022 Tax Year

Motion was made by Councilmember Copeland with a second by Councilmember Lawson that the property tax rate be increased by the adoption of a tax rate of .508042 which is effectively a 15.54 percent increase in the tax rate (Ordinance No. 2022-14). Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(10) Consideration and Action regarding Ordinance No. 2022-15, Water and Wastewater (Sewer) Service Rates

Motion was made by Councilmember Lawson with a second by Councilmember Tucker to approve Ordinance No. 2022-15 revising the water and wastewater service rates. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(11) Consideration and Action regarding Approval of Ordinance No. 2022-16, Amending the Master Fee Schedule

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Bighorse to approve Ordinance No. 2022-16, amending the Master Fee Schedule as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(12) Consideration and Action regarding Amending the Code of Ordinances, Appendix A (Zoning Ordinance No. 2002-04) Amending Article 5 “Permitted Uses”, Article 6 “Zoning Districts”, Article 8 “Supplemental District Regulations”, and Article 12 “Definitions”, providing for Standards Relating to a new Neighborhood Mixed-Use Zoning District (Ordinance No. 2022-11) (Public Hearing was held on 8/16/2022; Item was Tabled)

Motion was made by Councilmember Felegy with a second by Councilmember Lawson to adopt Ordinance No. 2022-11 with the following changes: increase the separation to fifteen feet for residential and multi-family; and change the public maintenance building, storage yard, and accessory buildings to require Specific Use Permits. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(13) Consideration and Action regarding Appointment to the Animal Shelter Advisory Committee

Motion was made by Councilmember Lawson with a second by Mayor Pro-Tem Junkersfeld to make the following changes and appointments to the Animal Shelter Advisory Committee to meet the requirements of the Texas Health and Safety Code: move Kolene Dean from Place 5 to Place 6; Move Breanna Farley from Place 3 to Place 5 (involved in Shelter Operations); and appoint Joseph Stout to Place 3 (involved in Animal Welfare Organization). Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(14) Work Plan Update/City Manager Review

This item was addressed prior to Item No. 6.

(15) Executive Session

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

a. Any Posted Item

(16) Adjournment

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

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of September 6, 2022 adjourned at 9:17 p.m.

ATTEST:

_____
City Secretary Janice England

APPROVED:

_____
Mayor Todd Flippo

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (4)(b)

Staff Contact: Lee Howell
Assistant City Manager

E-mail: lhowell@saginawtx.org

Phone: (817) 230-0325

SUBJECT:
Action Regarding Resolution No. 2022-19 Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division.

BACKGROUND/DISCUSSION:
See attached staff report on the rate setting process and settlement agreement.

FINANCIAL IMPACT:
New gas rates become effective October 1, 2022.

RECOMMENDATION:
Staff recommends approval of resolution 2022-19.

ATTACHMENTS:

Description
Staff Report
Resolution 2202-19
Average Bill
Tariffs
Pension Benchmark

September 20, 2022

STAFF REPORT FOR RESOLUTION 2022-19

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of $141.3 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $115 million, $83.26 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $95.8 million instead of the claimed $141.3 million.

The Executive Committee recommends a settlement at $115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution/Ordinance before September 30, 2022.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate $115 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be $14.34 or 4.3 percent. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When

new rates become effective on October 1, 2022, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	Average Bill	Compared to RRM Cities
RRM Cities:	$73.22	-
DARR:	$71.96	($1.26)
ATM Cities:	$78.72	$5.50
Environs:	$78.53	$5.31

Note: DARR rate is as-filed 1/22/22. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $115 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.

10. This section provides for an effective date upon passage.

11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $141.3 million in additional system-wide revenues, the RRM settlement at $115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at $115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2022. New rates become effective October 1, 2022.

RESOLUTION NO. 2022-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Saginaw, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $115 million on a system-wide basis with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $115 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2022 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

RESOLUTION NO. 2022-19

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20th DAY OF SEPTEMBER, 2022.

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM:

_____
Bryn Meredith, City Attorney

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021

Line No.							Current	Proposed	Change
1	**Rate R @ 43.8 Ccf**								
2	Customer charge						$ 20.85		
3	Consumption charge	43.8	CCF	X	$ 0.27979	=	12.25		
4	Rider GCR Part A	43.8	CCF	X	$ 0.35744	=	15.66		
5	Rider GCR Part B	43.8	CCF	X	$ 0.35918	=	15.73		
6	Subtotal						$ 64.49		
7	Rider FF & Rider TAX		$ 64.49	X	0.06408	=	4.13		
8	Total						$ 68.62		
9									
10	Customer charge							$ 21.55	
11	Consumption charge	43.8	CCF	X	$ 0.36223	=		15.87	
12	Rider GCR Part A	43.8	CCF	X	$ 0.35744	=		15.66	
13	Rider GCR Part B	43.8	CCF	X	$ 0.35918	=		15.73	
14	Subtotal							$ 68.81	
15	Rider FF & Rider TAX		$ 68.81	X	0.06408	=		4.41	
16	Total							$ 73.22	$ 4.60
17									6.71%
18									
19	**Rate C @ 345.7 Ccf**						**Current**	**Proposed**	**Change**
20	Customer charge						$ 56.50		
21	Consumption charge	345.7	CCF	X	$ 0.12263	=	42.39		
22	Rider GCR Part A	345.7	CCF	X	$ 0.35744	=	123.56		
23	Rider GCR Part B	345.7	CCF	X	$ 0.26532	=	91.71		
24	Subtotal						$ 314.16		
25	Rider FF & Rider TAX		$ 314.16	X	0.06408	=	20.13		
26	Total						$ 334.29		
27									
28	Customer charge							$ 63.50	
29	Consumption charge	345.7	CCF	X	$ 0.14137	=		48.87	
30	Rider GCR Part A	345.7	CCF	X	$ 0.35744	=		123.56	
31	Rider GCR Part B	345.7	CCF	X	$ 0.26532	=		91.71	
32	Subtotal							$ 327.64	
33	Rider FF & Rider TAX		$ 327.64	X	0.06408	=		20.99	
34	Total							$ 348.63	$ 14.34
35									4.29%

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021

Line No.							Current	Proposed	Change
36	**Rate I @ 4278 MMBTU**								
37	Customer charge						$ 1,054.75		
38	Consumption charge	1,500	MMBTU	X	$ 0.4330	=	649.50		
39	Consumption charge	2,778	MMBTU	X	$ 0.3171	=	880.80		
40	Consumption charge	0	MMBTU	X	$ 0.0680	=	-		
41	Rider GCR Part A	4,278	MMBTU	X	$ 3.4906	=	14,931.86		
42	Rider GCR Part B	4,278	MMBTU	X	$ 0.5485	=	2,346.33		
43	Subtotal						$ 19,863.24		
44	Rider FF & Rider TAX		$ 19,863.24	X	0.06408	=	1,272.82		
45	Total						$ 21,136.06		
46									
47	Customer charge							$ 1,204.50	
48	Consumption charge	1,500	MMBTU	X	$ 0.4939	=		740.85	
49	Consumption charge	2,778	MMBTU	X	$ 0.3617	=		1,004.69	
50	Consumption charge	0	MMBTU	X	$ 0.0776	=		-	
51	Rider GCR Part A	4,278	MMBTU	X	$ 3.4906	=		14,931.86	
52	Rider GCR Part B	4,278	MMBTU	X	$ 0.5485	=		2,346.33	
53	Subtotal							$ 20,228.23	
54	Rider FF & Rider TAX		$ 20,228.23	X	0.06408	=		1,296.21	
55	Total							$ 21,524.44	$ 388.38
56									1.84%
57	**Rate T @ 4278 MMBTU**						**Current**	**Proposed**	**Change**
58	Customer charge						$ 1,054.75		
59	Consumption charge	1,500	MMBTU	X	$ 0.4330	=	649.50		
60	Consumption charge	2,778	MMBTU	X	$ 0.3171	=	880.80		
61	Consumption charge	0	MMBTU	X	$ 0.0680	=	-		
62	Rider GCR Part B	4,278	MMBTU	X	$ 0.5485	=	2,346.33		
63	Subtotal						$ 4,931.38		
64	Rider FF & Rider TAX		$ 4,931.38	X	0.06408	=	316.00		
65	Total						$ 5,247.38		
66									
67	Customer charge							$ 1,204.50	
68	Consumption charge	1,500	MMBTU	X	$ 0.4939	=		740.85	
69	Consumption charge	2,778	MMBTU	X	$ 0.3617	=		1,004.69	
70	Consumption charge	0	MMBTU	X	$ 0.0776	=		-	
71	Rider GCR Part B	4,278	MMBTU	X	$ 0.5485	=		2,346.33	
72	Subtotal							$ 5,296.37	
73	Rider FF & Rider TAX		$ 5,296.37	X	0.06408	=		339.39	
74	Total							$ 5,635.76	$ 388.38
75									7.40%

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 21.55 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 21.60 per month
Commodity Charge – All Ccf	$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 63.50 per month
Rider CEE Surcharge	($ 0.01) per month[1]
Total Customer Charge	$ 63.49 per month
Commodity Charge – All Ccf	$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4939 per MMBtu
Next 3,500 MMBtu	$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4939 per MMBtu
Next 3,500 MMBtu	$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the ith rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the ith schedule or classification.

HSF_i = heat sensitive factor for the ith schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the ith schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson						
1	Report as adjusted (1) (2) (3)	$ 1,715,323	$ 982,708	$ 3,137,022	$ 313,319	$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 767,038	$ 439,436	$ 2,411,882	$ 313,319	$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	$ 767,038	$ 439,436	$ 2,411,882	$ 313,319	$ (262,493)	$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	$ 612,700		$ 931,100			$ 1,543,800
14	Total Post-Employment Benefit Plan		$ 351,016			$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	$ 612,700	$ 351,016	$ 931,100	$ 34,465	$ (101,335)	$ 1,827,946
17							
18	Notes:						
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.						
	2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.						
20	The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.						
21	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.						

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (4)(c)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

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

BACKGROUND/DISCUSSION:
Chapter 2256 of the Government Code, also known as the Pubic Funds Investment Act" requires the City to have a written investment policy that must be reviewed annually by the governing body. Attached is a copy of the City of Saginaw Investment Policy which was last revised September 7, 2021. The investment policy has been reviewed by the Investment Committee, which is comprised of the Mayor, City Manager, Finance Director, and Finance Manager. The committee has made the following revisions to the policy: Replacing the term Comprehensive Annual Financial Report with Annual Comprehensive Financial Report; substituting the Financial Analyst for the Finance Manager; and correcting the subsequent training requirement to be eight hours instead of ten hours. The Investment Committee recommends approval of the resolution approving the revised investment policy.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
The Investment Committee recommends approval of Resolution No. 2022-21, annual approval of the Investment Policy.

ATTACHMENTS:

Description

Investment Policy with edits
Resolution 2022-21

CITY OF SAGINAW, TEXAS
INVESTMENT POLICY

City of Saginaw

Amended September 3, 2019 –Resolution 2019-16

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CITY OF SAGINAW RESOLUTION NO. 2022-21

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, ADOPTING AND APPROVING A REVISED CITY OF SAGINAW, TEXAS, INVESTMENT POLICY

WHEREAS, the City Staff has prepared revisions to the City of Saginaw, Texas Investment Policy as adopted on January 26, 1988, and as heretofore revised on September 6, 1988, February 6, 1990, March 5, 1996, September 18, 2001, December 7, 2010, October 3, 2017, September 3, 2019, and September 7, 2021 ;

WHEREAS, the Investment Committee has heretofore studied and made its changes to such proposed revised policies, and there is attached to this Resolution a complete copy of the City of Saginaw, Texas Investment Policy, as revised on the date of adoption of this Resolution; NOW, THEREFORE;

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

1. That the City Council of the City of Saginaw, Texas, does hereby formally approve and adopt the REVISED CITY OF SAGINAW, TEXAS INVESTMENT POLICY, as a copy is attached to this Resolution and as revised and amended on the 20^{h} day of September, 2022.

2. That henceforth the Revised Investment Policy hereby adopted shall be in full force and effect and shall supersede and amend any prior such policy and provisions thereof.

ADOPTED AND APPROVED this 20th day of September, 2022.

APPROVED:

_____
Todd Flippo, Mayor
of the City of Saginaw, Texas

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, City Attorney

INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Saginaw in order to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. The policy and strategy shall be reviewed annually by the Investment Committee and any modifications must be approved by the Investment Committee and forwarded to the City Council for final approval. This Investment Policy, as approved, is in compliance with Chapter 2256 of the Government Code, also known as "The Public Funds Investment Act".

INVESTMENT STRATEGY

The City of Saginaw maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

A. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure, which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short- to medium-term securities, which will complement each other in laddered or barbell maturity structure. The dollar weighted average maturity of these funds will remain within the six to nine month range.

B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date that exceeds the debt service payment date.

C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities. Such securities will tend to hold their value during economic cycles. The stated final maturity dates of securities held should not exceed two years.

D. Investment strategies for capital improvement projects or special purpose funds should allow for flexibility and unanticipated project outlays by having a portion of their investments in highly liquid securities. The stated final maturity dates of securities held should not exceed the estimated project completion date.

INVESTMENT POLICY

I. SCOPE

This investment policy applies to all financial assets of the City of Saginaw. These funds are accounted for in the City's ~~Comprehensive Annual Financial Report (CAFR)~~ Annual Comprehensive Financial Report (ACFR) and include:

* General Fund
* Special Revenue Funds
* Debt Service Funds
* Capital Projects Funds
* Enterprise Fund
* Trust and Agency Funds

These funds, as well as funds that may be created from time-to-time, shall be administered in accordance with the provisions of these policies. All funds will be pooled for investment purposes. The strategy developed for this pooled fund group will address the varying needs, goals, and objectives of each fund.

II. OBJECTIVES

The City of Saginaw shall manage and invest its cash with four objectives, listed in order of priority: safety, liquidity, yield, and public trust. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The city shall maintain a comprehensive cash management program, which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

Safety

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses.

Liquidity

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

Yield

The City's cash management portfolio shall be designed with the objective of regularly exceeding the average rate of return on three-month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction, which might impair public confidence in the City's ability to govern effectively.

III. RESPONSIBILITY AND CONTROL

Investment Committee

An Investment Committee, consisting of the Mayor, the City Manager, the Finance Director, and the ~~Financial Analyst~~ Finance Manager shall meet as needed to determine operational strategies and to monitor results. The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized brokers and dealers, and the target rate of return on the investment portfolio. The Investment Committee shall be authorized to invite advisors to the meetings as needed including, but not limited to, the City Attorney, the City Council, or outside advisors. The Investment Committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

Delegation of Authority and Training

Authority to manage the City's investment program is derived from a resolution of the City Council. The Finance Director is designated as investment officer of the City and is responsible for investment decisions and activities. The Finance Director shall establish written procedures for the operation of the investment program, consistent with this investment policy. The investment officer shall attend at least one training session containing at least ten hours of instruction relating to the officer's responsibility under the Act within twelve months after assuming duties and attend an investment training session not less than once in a two year period and receive not less than ~~ten~~ eight hours of instruction relating to the investment responsibilities. Approved independent training sources include the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, and the University of North Texas Center for Public Management.

Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures.

Prudence

The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule, which states: "Investments shall be made with judgment and care, under prevailing circumstances, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

A. The investment of all funds, or funds under the City's control, over which the officer has responsibility rather than a consideration as to the prudence of a single investment.

B. Whether the investment decision was consistent with the written investment policy of the City.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. Officers and employees shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio. Officers and employees shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the City.

An officer or employee involved in the investment process has a personal business relationship with a business organization if:

A. The officer or employee owns ten percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization.

B. Funds received by the officer or employee from the business organization exceed ten percent of his/her gross income for the previous year; or

C. The officer or employee has acquired from the business organization during the previous year investments with a book value of $2,500 or more for his/her personal account.

IV. REPORTING

Quarterly Reporting

The Finance Director shall submit not less than quarterly a signed investment report that summarizes current market conditions economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter. The report shall be in compliance with the Public Fund Investment Act.

V. AUTHORIZED AND SUITABLE INVESTMENT SECURITIES

Active Portfolio Management

The City intends to pursue an active versus a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade.

Authorized Investments

Assets of the City of Saginaw may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended.

A. Obligations issued, guaranteed, or insured by the United Stated or its agencies and instrumentalities.

B. Deposits in financial institutions with a main office or branch in Texas, guaranteed or insured by the Federal Deposit Insurance or its successor or collateralized as defined in the Safekeeping and Custody section of this Policy. In addition, Certificates of Deposit obtained through a depository institution that has its main office or a branch office in Texas and that contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 256.010(b) of the Act are authorized investments.

C. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its Agencies and Instrumentalities, pledged to the City, held in the City's name, and deposited with a third party, selected by the Finance Director, other than an agency for the pledgor. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas.

D. Local government investment pools organized in conformity with Chapter 2256 (Public Funds Investment Act) of the Government Code that:

    1. Have a dollar-weighted average stated maturity of 90 days or fewer
    2. Seek to maintain a stable net asset value of $1 per share
    3. Are rated not less than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.
    4. Have provided the City with an offering circular and other information required by the Public Funds Investment Act.

To become eligible, investment pools must meet all the requirements of state law as determined under Chapter 2256 of the Government Code, as amended; and be approved by a City Council action. Investments will be made in a local government pool only after a thorough investigation of the pool and approval by the Investment Committee which shall, at least annually, review, revise, and adopt a list of approved pools.

Holding Period

The City of Saginaw intends to match the holding periods of investment funds with liquidity needs of the City. In no case will the average maturity of investments of the City's operating funds exceed one year. The maximum final stated maturity of any investment shall not exceed two years.

Risk and Diversification

The City of Saginaw recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

A. Risk of issuer default is controlled by limited investments to those instruments allowed by the Act, which are described herein.

B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds instruments to one year, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury Securities and Insured or Collateralized Certificates of Deposits.

C. Risk of illiquidity due to technical complications shall be controlled by the selection of securities as described herein.

VI. SELECTION OF BANKS AND DEALERS

Depository

Periodically, a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Finance Director shall conduct a comprehensive review of prospective depositories credit characteristics and financial history.

Certificates of Deposit

Banks seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Finance Director.

Securities Dealers

For brokers and dealers of government securities, the City shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealer", unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments. All securities dealers shall provide the City with references from public entities that they are currently serving.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements
- proof of National Association of Securities Dealers (NASD) certification
- proof of state registration
- completed broker/dealer questionnaire
- certification of having read the City's investment policy signed by a registered principal of the organization
- acknowledgment that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Finance Director.

VII. SAFEKEEPING AND CUSTODY

Insurance of Collateral

All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the Finance Director or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledged securities is adequate.

Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City of Saginaw determine that the City's funds are in

jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City of Saginaw, the firm pledging the collateral, and the Trustee.

Collateral Defined

The City of Saginaw shall accept the following securities as collateral:

A. FDIC and FSLIC insurance coverage.

B. A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.

C. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.

D. A bond of the State of Texas or of a county, city, or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency.

Subject to Audit

All collateral shall be subject to inspection and audit by the Finance Director or the City's independent auditors.

Delivery vs. Payment

Treasury Bills, Notes, Bonds and Government Agencies' securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

VIII. INVESTMENT POLICY ADOPTION

The City of Saginaw investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed for effectiveness on an annual basis by the Investment Committee and any modifications will be recommended for approval to the City Council.

INVESTMENT POLICY FOR THE
CITY OF SAGINAW, TEXAS

TEXAS PUBLIC FUNDS INVESTMENT ACT
DEALER CERTIFICATION

This certification is executed on behalf of the City of Saginaw (the Investor) and _____ (the Dealer) pursuant to the Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act) in connection with investment transactions conducted between the Investor and Dealer.

The undersigned Qualified Representative of the Dealer hereby certifies on behalf of the Dealer that:

1. The Dealer Qualified Representative is duly authorized to execute this Certification on behalf of the Dealer, and

2. The Dealer Qualified Representative has received and reviewed the Investment Policy furnished by the Investor, and

3. The Dealer has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Dealer and the Investor that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

Dealer Qualified Representative

_____
Signature

_____
Name (Printed)

_____
Title

_____
Date

GLOSSARY

AGENCIES: Federal agency securities.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BARBELL MATURITY STRATEGY: A maturity pattern within a portfolio in which maturities of the assets in the portfolio are concentrated in both the short and long ends of the maturity spectrum.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination (over $100,000) CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

~~COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)~~ ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report for the City of Saginaw. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns, to reduce risk inherent in particular securities.

FACE VALUE: The principal amount due and payable to a bondholder at maturity; par value. Also, the amount on which coupon interest is computed.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g. S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $300,000 per depositor ($100,000 for non-interest bearing demand deposits, $100,000 for interest bearing demand, savings or time deposits and a separate $100,000 for interest and sinking funds)

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking service to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related asset of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development

(HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owner corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market and as means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHM mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

INVESTMENT POOL: An entity created under the Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.

LADDERED MATURITY STRATEGY: A maturity pattern within a portfolio in which maturities of the assets in the portfolio are equally spaced.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PREMIUM: The amount by which the price paid for a security exceeds its face value.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face or par value of an instrument, exclusive of the accrued interest.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

QUALIFIED REPRESENTATIVE: A person who holds a position with and is authorized to act on behalf of a business organization (as defined by the Public Funds Investment Act)

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

STRUCTURED NOTES: Notes issued by government sponsored enterprises (FHLB, FNMA, SLMA, etc.) and corporations which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage.

a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security.
b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

CITY OF SAGINAW RESOLUTION NO. 2022-21

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, ADOPTING AND APPROVING A REVISED CITY OF SAGINAW, TEXAS, INVESTMENT POLICY

WHEREAS, the City Staff has prepared revisions to the City of Saginaw, Texas Investment Policy as adopted on January 26, 1988, and as heretofore revised on September 6, 1988, February 6, 1990, March 5, 1996, September 18, 2001, December 7, 2010, October 3, 2017, September 3, 2019, and September 7, 2021 ;

WHEREAS, the Investment Committee has heretofore studied and made its changes to such proposed revised policies, and there is attached to this Resolution a complete copy of the City of Saginaw, Texas Investment Policy, as revised on the date of adoption of this Resolution; NOW, THEREFORE;

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

1. That the City Council of the City of Saginaw, Texas, does hereby formally approve and adopt the REVISED CITY OF SAGINAW, TEXAS INVESTMENT POLICY, as a copy is attached to this Resolution and as revised and amended on the 20^{h} day of September, 2022.

2. That henceforth the Revised Investment Policy hereby adopted shall be in full force and effect and shall supersede and amend any prior such policy and provisions thereof.

ADOPTED AND APPROVED this 20th day of September, 2022.

APPROVED:

_____
Todd Flippo, Mayor
of the City of Saginaw, Texas

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, City Attorney

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (4)(d)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
Action regarding increasing the General Fund emergency reserve balance by $440,000 to comply with Financial Management Policies. Reserve balances in the Enterprise Fund do not need to be adjusted.

BACKGROUND/DISCUSSION:
The purpose of this item is to ensure that the emergency reserves of the General and Enterprise Funds comply with the Financial Management Policies adopted by the City Council on March 17, 2020. Both funds are required to reserve 25% of the operating budget for unexpected emergencies.

The current emergency reserve in the General Fund is $4,550,000; based on the FY2022-2023 adopted budget less capital and one-time items the emergency reserve should be $4,990,000. An additional $440,000 should be added to the emergency reserve balance in the General Fund.

The current emergency reserve in the Enterprise Fund is $2,450,000; based on the FY2022-2023 adopted budget less capital and one-time items the emergency reserve is adequate.

FINANCIAL IMPACT:
There is no impact as this is not an expenditure but a reclassification from unrestricted to restricted.

RECOMMENDATION:
Staff recommends increasing the General Fund Emergency Reserve by $440,000.

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (4)(e)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

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

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

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (4)(f)

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

E-mail: krinehart@saginawtx.org

Phone: 18172300331

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

BACKGROUND/DISCUSSION:
The proposed Interlocal Agreement with the Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services is for the period of October 1, 2022 through September 30, 2023. The current grant for the additional day of service will expire September 30, 2022, so there is not an agreement for it going forward. The original agreement designates Monday and the enhancement agreement designated Wednesday. Since the City is only allocated one day per week for transportation, it will be Monday.

By participating in the program, qualifying residents of Saginaw are entitled to a one-way trip fare of $2.50. The annual cost for the City's participation is $1,795. There is no additional cost because funding has been granted to Trinity Metro by the Federal Transit Administration under Section 5310 of Title 49 of the United States Code. The goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them.

FINANCIAL IMPACT:
The financial impact will be $1,795. Funds for this expenditure are budgeted in the Community Services Budget, Senior Center Programs, Account No. 01-5235-0800.

RECOMMENDATION:
Staff recommends approval of the agreement.

ATTACHMENTS:

Description

Council Communique

City of Saginaw

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

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

Date: City Council Meeting – September 20, 2022

ITEM:

Action regarding Interlocal Agreement with Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services for the Elderly and Persons with Disabilities for the Period of October 1, 2022 through September 30, 2023 and Interlocal Agreement for Section 5310 Enhancement Program

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

The proposed Interlocal Agreement with the Fort Worth Transportation Authority ("Trinity Metro") for Tarrant County Transportation Services and the proposed Interlocal Agreement for Section 5310 Enhancement Program are for the period of October 1, 2022 through September 30, 2023. The grant for the additional day of service will expire September 30, 2022, so there is not an agreement for it going forward. The original agreement designates Monday and the enhancement agreement designated Wednesday. Since the City is only allocated one day per week for transportation, it will be Monday.

By participating in the program, qualifying residents of Saginaw are entitled to a one-way trip fare of $2.50. The annual cost for the City's participation is $1,795. There is no additional cost because funding has been granted to Trinity Metro by the Federal Transit Administration under Section 5310 of Title 49 of the United States Code. The goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them.

RECOMMENDATION:

- Staff recommends approval of the agreement.

FINANCIAL IMPACT:

- The financial impact will be $1,795. Funds for this expenditure are budgeted in the Community Services Budget, Senior Center Programs, Account No. 01-5235-0800.

ATTACHMENTS:

- TCTS ILA Saginaw 2023 – 2023

Thank you,



Keith C. Rinehart, Director of Community & Economic Development

FWTA Interlocal Agreement No. _____
City Contract No. _____

INTERLOCAL AGREEMENT FOR ADMINISTRATIVE COSTS FUNDING FOR SECTION 5310 PROGRAM BETWEEN THE FORT WORTH TRANSPORTATION AUTHORITY AND THE CITY OF SAGINAW, TEXAS

The Fort Worth Transportation Authority ("Trinity Metro") and the City of Saginaw, Texas ("City") are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the "Parties".

WHEREAS, the City of Saginaw desires to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County and does not have a transportation service nor is it a member of a transportation authority; and

WHEREAS, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding to States under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, the Texas Department of Transportation (TxDOT) asked Trinity Metro to develop and implement a Section 5310 Tarrant County Transportation Services (TCTS) program for otherwise underserved communities in Tarrant county; and

WHEREAS, Trinity Metro has been awarded the grant for this area and the City of Saginaw is contributing a total of $1,795.00 towards the administrative costs of the Section 5310 service (TCTS) for the period from October 1, 2022 through September 30, 2023; and

WHEREAS, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12-month period;

Now, therefore, the parties pursuant to City of Saginaw action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Saginaw will be allocated one day (Monday), each week as their primary designated day for transportation. On that day, all available vehicles will be provided for service to qualified Saginaw residents. On the remaining days of the week, rides are available subject to the priority requests from other cities on a first-come basis.

2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.

3. Trinity Metro will administer transportation services to the citizens of the City of Saginaw under the program known as Tarrant County Transportation Services from October 1, 2022 through September 30, 2023.

4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Saginaw according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.

5. The City of Saginaw will pay the authorized amounts to Trinity Metro within 30 days of receipt of invoice. The payment will be for the period from October 1, 2022 through September 30, 2023.

6. Trinity Metro will provide access upon request to the Section 5310 records to the City of Saginaw.

7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.

8. The term of this agreement will begin October 1, 2022 and end September 30, 2023.

9. The City of Saginaw will be considered a participating community and the qualifying residents of Saginaw will be entitled to ride TCTS for a one-way trip fare of $2.50.

CITY OF SAGINAW, TEXAS

By: _____
Mayor

ATTEST:

_____

APPROVED AS TO FORM:

_____
City Attorney
City of Saginaw, Texas

FORT WORTH TRANSPORTATION AUTHORITY:

By: _____
Richard Andreski
President & CEO

CITY OF SAGINAW, TEXAS

By: _____
Mayor

ATTEST:

_____

APPROVED AS TO FORM:

_____
City Attorney
City of Saginaw, Texas

FORT WORTH TRANSPORTATION AUTHORITY:

By: _____
Richard Andreski
President & CEO

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (4)(g)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

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

BACKGROUND/DISCUSSION:
Fuel City Saginaw, LLC has led an effort to secure authorization for a Texas Department of Transportation (TXDOT) project to improve the intersection of FM156 (Blue Mound Road) and Industrial Avenue. The project was funded through the North Central Texas Council of Governments COVID-19 Infrastructure Project. The City of Saginaw is taking the lead as the Local Sponsor although Fuel City, City of Fort Worth and potentially the City of Blue Mound will be participants requiring one or more Interlocal Agreements for the phases of work.

On April 6, 2021, the City Council authorized a Subsurface Utility Engineering (SUE) agreement with Cobb, Fendley & Associates, Inc. (Cobb Fendley). The SUE identified utility locations and potential conflicts within the footprint of the project. As a result of the SUE, a conflict was identified with a Barnett Gathering Gas Line that would require relocation cost estimated at $600,000 or greater. The Barnett Gathering gas line conflict resulted in the street plans being revised to avoid the conflict and are now at approximately 90% complete.

The agreement with Cobb Fendley will coordinate and manage the clearance process with utility companies that require relocations to accommodate the project.

Cobb Fendley proposes to provide these services for $41,402 on an hourly not to exceed basis.

FINANCIAL IMPACT:
The financial impact will be $41,402. Funds are available from the 2020 Certificates of Obligation, Account 06-1516-20.

RECOMMENDATION:

It is recommended that the City Council approve the Professional Service Agreement with Cobb Fendley for Utility Clearance Coordination Services in an amount not to exceed $41,402.

ATTACHMENTS:

Description

Master Services Agreement

Task Order No. 01

MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement") is made this _____ day of _____, 2022 by and between City of Saginaw, a Texas home-rule municipality, hereinafter referred to as the "CLIENT", having offices at 333 West McLeroy Boulevard, Saginaw, Texas, 76179, and Cobb, Fendley & Associates, Inc., hereinafter referred to as the "CONSULTANT", a company formed under the laws of the State of Texas and having offices at 13430 Northwest Freeway, Suite 1100, Houston, Texas 77040.

WHEREAS, the CLIENT desires to contract with the CONSULTANT from time to time to provide engineering and other professional services in accordance with Texas Gov't Code Ch. 2254; and

WHEREAS, the CONSULTANT is willing to provide such services on a nonexclusive basis; and

WHEREAS, this Agreement does not obligate CLIENT to order work from CONSULTANT, nor does it obligate CONSULTANT to accept orders for work, but it shall control and govern all work accepted by CONSULTANT under written Task Orders and shall define the rights, obligations, and liabilities of CLIENT and CONSULTANT during the term hereof with respect to the matters covered herein; and

NOW THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

ARTICLE 1 – TASK ORDERS

1.1 CLIENT may request CONSULTANT to perform services (Work) hereunder by issuing CONSULTANT a written Task Order, which shall set forth a Scope of Work including:

a) The location of the Work Site;
b) The Work required to be performed, including any drawings, plans and/or specifications applicable to such Work;
c) The time limits within which such Work must be completed to CLIENT'S satisfaction;
d) The CLIENT'S office to which CONSULTANT is to render its invoice; and
e) Any other requirements applicable to such Work not inconsistent with the other terms and conditions of this Agreement.

Written Task Orders shall be substantially in the form of Attachment "A," attached hereto.

1.2 The CONSULTANT shall review the Task Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Task Order for CLIENT'S authorization.

1.3 CLIENT may also issue oral Task Orders to which CONSULTANT will respond with a written proposal.

1.4 Upon receipt of CLIENT'S written acceptance, the CONSULTANT shall commence the Work as detailed on the Task Order. Electronic communication (email, facsimile, etc.) of Task Orders will be accepted in certain situations to expedite the commencement of Work.

1.5 In the event of conflict between the requirement of a Task Order and this Agreement, the Agreement will, in all cases, take precedence, unless a variance is specifically noted and agreed to by both parties.

ARTICLE 2 – COMPENSATION

2.1 CONSULTANT will bill for its services as defined on the specific task order. Acceptable contracting methods include lump sum, cost plus, time and materials or other mutually agreeable method. Use of CONSULTANT-owned equipment will be billed in accordance with CONSULTANT'S standard fee schedule. The CONSULTANT'S pricing, unless otherwise stated, shall not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments, which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.

2.2 CONSULTANT will submit monthly invoices for Services rendered. Payment terms are net thirty (30) days from date of invoice. If CLIENT objects to all or any portion of an invoice, it will notify CONSULTANT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute within thirty (30) days from the date of the invoice, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

2.3 If CLIENT fails to make any payment due CONSULTANT within thirty (30) days after receipt of an invoice, other than those amounts being disputed by CLIENT as provided in Section 2.2 above, then the amount due CONSULTANT will increase at the rate of 1.5% per month after the 10th day. In addition, CONSULTANT may, after giving seven (7) calendar days' written notice to CLIENT, suspend its Services and any deliverables until CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days. In the event that payment in full is not received, CONSULTANT reserves the right to seek payment under the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251.

ARTICLE 3 – CLIENT'S RESPONSIBILITIES

3.1 CLIENT will furnish to CONSULTANT all existing studies, reports, data and other information available to CLIENT necessary for performance of the work and authorize CONSULTANT to obtain additional data as required. CONSULTANT will be entitled to use and rely upon all such information and services.

3.2 Where necessary to the performance of the work, CLIENT shall arrange for CONSULTANT access to any site or property.

3.3 In the event of scheduled, prearranged or mandated events, meetings, access to sites, delivery of documentation or other obligations, the responsibility of which the CLIENT has agreed to and upon which the CONSULTANT relied, and which events, meetings, entrees to sites, delivery of documentation or other obligations could not or did not take place, or were required to be rescheduled because of the failure of the CLIENT in the discharge of the CLIENT'S obligations, all reasonable direct costs associated with that rescheduling shall be borne by the CLIENT.

3.4 If the work involves excavations or drilling, it is the responsibility of the CLIENT to provide the CONSULTANT with assistance in locating underground structures or utilities in the vicinity of any exploration or investigations; provided, however, that in no event shall CLIENT be liable for any damage caused by CONSULTANT's failure to properly locate such underground structures or utilities.

3.5 CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Work or within any structure thereon, certain sampling materials, such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, unless otherwise expressly provided in a Task Order, when sampling is included in the scope of services and when determined by CONSULTANT in its sole and exclusive judgment to be necessary based on CONSULTANT'S assessment of the degree of contamination, hazard, and risk, CONSULTANT will promptly inform CLIENT that containerization and labeling will be performed; will appropriately contain and label such materials; and will remove, transport and dispose of such material in accordance with all applicable laws.

ARTICLE 4 – PERFORMANCE OF SERVICE AND EXTENSION OF AGREEMENT

4.1 CONSULTANT shall perform the services at times and at locations as CLIENT may request. CONSULTANT represents that such services will be performed in a professional, timely, efficient and competent manner and in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CONSULTANT makes no other warranty, expressed or implied. CONSULTANT shall comply with all laws, rules, regulations and requirements of CLIENT and any applicable governmental authorities in connection with the performance of the services. In addition, CONSULTANT shall, at its own expense, obtain and maintain during the Term all necessary licenses, permits, approvals and other authorizations required in connection with performance of the services.

4.2 This Agreement shall commence on the date set forth above and shall automatically renew for subsequent one-year terms, unless otherwise terminated in accordance with the provisions of this Agreement. Any established rate schedules shall be subject to annual adjustments.

4.3 The dates of performance shall be interpreted as a material consideration in the Agreement.

4.4 The schedule and compensation may be influenced by the availability of information, public and regulatory agency concerns, weather, and numerous other factors that may not be foreseen during initial project planning. The CLIENT and CONSULTANT will negotiate in good faith and mutually agree on proposed schedule and costs changes as they occur, as appropriate.

4.5 Services additional to those set forth in the Task Order will be performed and completed within the time period and compensation agreed to in writing by the parties at the time such services are authorized. Costs for additional services beyond those shown in Task Order No. 1 may require City Council approval in accordance with the CLIENT'S ordinances and purchasing policies.

4.6 If any time period within or date by which any of CONSULTANT'S services are to be performed is exceeded for reasons outside of CONSULTANT'S reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5 – CONFIDENTIALITY

5.1 The CONSULTANT and the CLIENT (including the employees, officers, agents, and directors of the respective parties) shall treat as confidential and proprietary, and will not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work under this Agreement, any information whether verbal or written of any description whatsoever, (including any technical information, experience, or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, or operations, which may come within the knowledge of the parties in the performance of this Agreement, without in each instance securing the prior written consent of the other party. Nothing contained within this Article shall prevent either party from disclosing to others, or using in any manner, information which has been published and has become part of the public domain other than by acts, omissions, or fault of either party; has been furnished or made known to either party by third parties directly or indirectly; or was developed independently by either party.

5.2 In the event that either party shall be required by the Texas Public Information Act, an opinion of the Texas Attorney General, subpoena, court, or administrative order to disclose any of the information deemed by this Agreement to be confidential and/or proprietary, that party shall give immediate written notice to the other party. Upon receipt of the notice, the party whose information may be disclosed shall have the right to interpose all objections to the disclosure.

ARTICLE 6 – STANDARD OF CARE

6.1 In generally performing professional services, CONSULTANT agrees to exercise professional judgment, made on the basis of the information available to CONSULTANT, and to use the same degree of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.

6.2 CONSULTANT makes no other warranty, expressed or implied.

6.3 CONSULTANT shall perform professional engineering services, (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ARTICLE 7 – INSURANCE

7.1 CONSULTANT shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage. All coverage except Professional Liability and Workers' Compensation will be amended to include CLIENT as an additional insured. Such certificates shall also provide a waiver of subrogation in favor of CLIENT for all policies.

a) WORKERS' COMPENSATION Insurance in amounts required by state law, including Employer's Liability Insurance with limits of not less than $1,000,000 per occurrence, $1,000,000 per disease and $1,000,000 policy limit on disease (or the state's minimum).

b) COMMERCIAL GENERAL LIABILITY Insurance including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations, and XCU exposure with limits of minimum $1,000,000 per occurrence and minimum $1,000,000 aggregate.

c) COMMERCIAL AUTOMOBILE LIABILITY Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits of minimum $1,000,000 per occurrence for bodily injury and property damage.

d) PROFESSIONAL LIABILITY Insurance with a limit of minimum $1,000,000 per claim and minimum $1,000,000 aggregate.

7.2 The policies will provide that they may not be cancelled without at least thirty (30) days' prior written notice to CLIENT (10 days' notice for cancellation due to non-payment of premium). CONSULTANT will deliver to CLIENT satisfactory evidence of all such insurance upon the execution of this Agreement and at least seven (7) days prior to the expiration of any policy term.

ARTICLE 8 – INDEMNITY

8.1 To the fullest extent permitted by law, the CONSULTANT hereby agrees as follows:

a) with regard to the professional services performed and to be performed hereunder by or through the CONSULTANT, CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by CONSULTANT's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the

negligence or willful misconduct of CONSULTANT. The CONSULTANT shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of CLIENT or their agents, or other independent contractors, or other consultants of CLIENT, or others who are directly responsible to CLIENT, or for defects in design or construction furnished by those persons and/or entities. This paragraph shall be read and construed in accordance with Texas Local Gov't Code Section 271.904, which shall supersede this paragraph in the event of a conflict; and

b) with regard to any acts or omissions of the CONSULTANT in connection with this Agreement which do not comprise professional services, the CONSULTANT further agrees to indemnify, defend and hold harmless CLIENT from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the CONSULTANT, its consultants or subconsultants or anyone for whom the CONSULTANT is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the CONSULTANT (which is covered by Section "8.1a" above).

8.2 CLIENT agrees, to the fullest extent permitted by law, to release and hold CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's willful misconduct or negligent acts, errors or omissions. CLIENT is a Texas home-rule municipality and it shall not be obligated to fund any potential indemnity obligation by prior appropriation or the establishment of a sinking fund.

8.3 Neither CLIENT nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct.

ARTICLE 9 – ALLOCATION OF RISK

9.1 To the fullest extent permitted by law, the total liability in the aggregate of CONSULTANT and its employees, subcontractors or suppliers to CLIENT and anyone claiming by, through or under CLIENT on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to CONSULTANT'S services, or from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed the compensation received by CONSULTANT for the Task Order upon which such liability is based, or the maximum amount of the CONSULTANT'S insurance coverage, whichever is greater.

9.2 In no event, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall any party, its employees, subcontractors or suppliers be liable for loss of profits or revenue; loss of use of any equipment or facilities; cost of capital; cost of purchased power; cost of substitute equipment, facilities or services; downtime costs; any special consequential, incidental or exemplary damages; or claims of customers of the other party.

9.3 If CONSULTANT furnishes CLIENT with advice or assistance concerning any products, systems or services, which is not required under the Scope of Work or any other contract among the parties, the furnishing of such advice or assistance will not subject CONSULTANT to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

ARTICLE 10 – OWNERSHIP OF DOCUMENTS

10.1 CONSULTANT agrees that the CLIENT shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by CONSULTANT pursuant to this Agreement. The CLIENT shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the CLIENT had prepared or acquired the same. The CLIENT agrees that all reports and other work the CONSULTANT provides, which are not paid for, will be returned or destroyed, subject to applicable records retention laws, by CLIENT upon demand and will not be used for any purpose whatsoever other than those purposes contemplated in this Agreement and any Task Order. CONSULTANT hereby assigns and agrees to assign to CLIENT all rights to inventions, trade secrets, copyrights and technical data developed, conceived or reduced to practice by CONSULTANT, alone or jointly with others, which directly result from services performed under this Agreement, including all documents, plans proposals, reports, programs, screens, forms, scripts, procedures, functions, analysis, data, ideas, specifications, descriptions, notes, and designs prepared or furnished by CONSULTANT, CLIENT or any other party in connection with the consulting assignment of the CONSULTANT pursuant to this Agreement. Such obligation to assign shall be effective during the Term and for one year thereafter, except such items that CONSULTANT can prove were conceived by CONSULTANT after the termination of this Agreement and not under circumstances contrary to any provision of this Agreement. CONSULTANT shall provide detailed written descriptions of any inventions, trade secrets, copyrights and technical data to be assigned as requested by CLIENT, and shall cooperate with CLIENT as needed in order to protect and enforce proprietary rights of CLIENT.

10.2 Any report prepared as part of the work will be prepared solely for use of the CLIENT. Other third parties are not to rely on the report unless both CONSULTANT and CLIENT consent in writing to such reliance. CONSULTANT may assess a charge in connection with documenting such consent.

10.3 CONSULTANT will prepare and perform the work according to the scope and purposes of this Agreement and Task Orders. To the extent that the work product is utilized in any manner outside the scope and purposes of this contract, CONSULTANT reserves the right to notify directly any third-party recipient of the limitations of the work product due to the scope and purposes of the contract under which it was prepared. It is expressly acknowledged that this reservation by CONSULTANT is necessary to protect and preserve CONSULTANT'S professional reputation with respect to its work product.

ARTICLE 11 – INDEPENDENT CONTRACTOR; AUTHORITY

11.1 This Agreement does not, and shall not be construed to, make CONSULTANT the agent or legal representative of CLIENT. CONSULTANT does not have, and shall disclaim, any right, power or authority to assume or create any obligations for, on behalf of, or in the name of CLIENT or to deal with CLIENT's property. CONSULTANT shall not incur or contract, or purport to incur or contract, any debt or obligation on behalf of CLIENT, or commit any act, make any representation, or advertise in any manner that may adversely affect any right of CLIENT or be detrimental to CLIENT's good name and reputation. CONSULTANT shall not have any authority over any employee or officer of CLIENT, nor shall CLIENT be required in any manner to implement any plans or suggestions CONSULTANT may provide.

ARTICLE 12 – COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

12.1 The CONSULTANT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 13 – SAFETY

13.1 The CLIENT shall be obligated to inform the CONSULTANT and its employees of any applicable site safety procedures and regulations known to CLIENT, as well as any special safety concerns or dangerous conditions at the site. The CONSULTANT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

ARTICLE 14 – LITIGATION

14.1 At the request of CLIENT, CONSULTANT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which CLIENT is or becomes a party in connection with the work performed under this Agreement. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and other costs in connection with such evidence or testimony. Similarly, if CONSULTANT is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, CONSULTANT agrees to contact CLIENT prior to providing testimony or producing documents or other evidence and cooperate with CLIENT and CLIENT's counsel. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and expense in connection with such testimony or document and other evidentiary production. In the event the support services of CONSULTANT are required in connection with litigation instituted by or against the CLIENT, CLIENT agrees to obtain from CLIENT'S counsel, a fully executed Agreement for Expert Service.

ARTICLE 15 – NOTICE

15.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, certified mail or courier to the address of the respective party that is shown on page 1 of this Agreement or to such other address as such party may designate.

ARTICLE 16 – TERMINATION

16.1 CLIENT reserves the right to delay the commencement of or suspend CONSULTANT's performance of any or all of the Work. The performance of Work under any individual Task Order may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of fifteen (15) days' prior, written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by CLIENT prior to the completion of services contemplated under any Task Order, CONSULTANT shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to non-cancelable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension. Additionally, and not withstanding anything in this Agreement to the contrary, CLIENT shall at all times have the right to terminate this Agreement by providing thirty (30) days prior written notice of such termination to CONSULTANT.

ARTICLE 17 – SEVERABILITY

17.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 18 – WAIVER

18.1 Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 19 – GOVERNING LAW; JURISDICTION

19.1 This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws principles of any jurisdiction. If any permitted suit, action or proceeding is brought in connection with this Agreement, exclusive venue for such suit, action or proceeding shall be in the courts in Tarrant County, Texas, and each party submits to the jurisdiction of such courts for the purpose of any such suit, action or proceeding.

19.2 In the event that either party must resort to legal action to enforce any provision of this Agreement, the non-prevailing party agrees to pay attorney fees and other costs resulting from such action.

ARTICLE 20 – ASSIGNMENTS AND DELEGATION; NO SUBCONTRACTORS

20.1 This Agreement may not be assigned or transferred by CONSULTANT, in whole or in part, nor may CONSULTANT delegate its duties under this Agreement, in whole or in part, in any of the foregoing circumstances without the prior written consent of CLIENT, and any assignment or delegation in violation of this Section shall be void. CLIENT shall have the right to assign this Agreement and any of its rights hereunder to any affiliate of CLIENT or as a part of a sale or transfer of the stock, assets or business of CLIENT or any substantial portion thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and permitted assigns. CONSULTANT shall not engage any third parties or independent contractors to perform the services under this Agreement without the express written consent of CLIENT.

ARTICLE 21 – CAPTIONS

21.1 The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 22 – ENTIRE AGREEMENT

22.1 This Agreement, and the Task Orders, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

ARTICLE 23 – GOVERNMENTAL IMMUNITY

23.1 The parties acknowledge and agree that the CLIENT is entering into this Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the City of Saginaw and the general public, and nothing contained in the Agreement shall be construed as constituting a waiver of the CLIENT'S governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by Texas law. If a Court of competent jurisdiction determines that the CLIENT'S governmental immunity from suit or liability is waived in any manner, the CLIENT'S immunity from suit shall be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE 24 – PUBLIC FUNDING

24.1 All payments by the CLIENT under the Agreement, including any provision in the Agreement relating to penalties, overages, interest, collections, or any other additional costs, must come from funds currently available to the CLIENT and shall be subject to the annual appropriation of public funding budgeted for the specific purposes of the Agreement in accordance with the CLIENT'S Charter and Texas law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CONSULTANT:

COBB, FENDLEY & ASSOCIATES, INC.

By: _____

Printed Name: Josh Canuteson

Title: Vice President

Date: September 8, 2022

CLIENT:

CITY OF SAGINAW, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A

TASK ORDER NO. 01

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

CLIENT PROVIDED INFORMATION:

Work Site: FM 156 @ E Industrial Blvd/Cantrell Sansom Rd
Work to Be Performed: Utility Adjustment Coordination Services
Drawings, plans, specifications (are) (are not) attached: Are not
Date and Time to Commence: Upon Notice to Proceed
Date and Time to Complete: Approximately 4-6 months after the Work to Be Performed commences
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): None
Invoice Mailing Instructions: _____
Other Requirements or Variance from MSA (if any): _____

CONSULTANT PROVIDED INFORMATION:

Compensation: $41,402.00
Billing Terms: Hourly, according to Exhibit "B"

Scope of Work:
See Exhibit "C"

ACCEPTANCE:

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

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

ATTACHMENT A

TASK ORDER NO. 01

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

CLIENT PROVIDED INFORMATION:

Work Site: FM 156 @ E Industrial Blvd/Cantrell Sansom Rd
Work to Be Performed: Utility Adjustment Coordination Services
Drawings, plans, specifications (are) (are not) attached: Are not
Date and Time to Commence: Upon Notice to Proceed
Date and Time to Complete: Approximately 4-6 months after the Work to Be Performed commences
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): None
Invoice Mailing Instructions:
Other Requirements or Variance from MSA (if any):

CONSULTANT PROVIDED INFORMATION:

Compensation: $41,402.00
Billing Terms: Hourly, according to Exhibit "B"

Scope of Work:
See Exhibit "C"

ACCEPTANCE:

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

CONSULTANT:	**CLIENT:**
COBB, FENDLEY & ASSOCIATES, INC.	**CITY OF SAGINAW, TEXAS**
By: Josh Canuteson	By:
Printed Name: Josh Canuteson	Printed Name:
Title: Vice President	Title:
Date: September 8, 2022	Date:

Exhibit "B"

			DESCRIPTION OF WORK TASK	Engineer III or Project Manager I	Engineer II	Engineer I	Senior Technician III	Senior Technician II	Senior Technician I	Administrative	Clerical	Total Labor Hours	Total Labor Cost per Task
			Contract to be performed as Hourly, Not to Exceed	**$184.00**	**$163.00**	**$135.00**	**$179.00**	**$156.00**	**$135.00**	**$113.00**	**$86.00**		
Utility Adjustment Coordination													
Utility Adjustment Coordination													
	1		Utility Coordination										
		A.	Coordinate activities with the City/Developer and related parties on proposed improvements and ROW	4		6						10	$1,546.00
		B.	Coordinate with local and other utility committees (county, city, etc.)- If Necessary	4		10		6	10			30	$4,372.00
		C.	Provide utility contact list			4			8			12	$1,620.00
		D.	Provide illustration of project footprint			4		6	10			20	$2,826.00
	2		Coordination with Utility companies										
		A.	Establish contact with utility owners (Assume 9 Utilty Owners- Only Franchise Utilities)			4			9			13	$1,755.00
		B.	Meetings										
			Schedule and attend all meetings with utility owners, prepare meeting documents (Assume 18 meetings)	4		18			36			58	$8,026.00
			Attend initial meetings and an on-site field meet with UO (on-site meetings held on if needed basis)	2		8			8			18	$2,528.00
			Coordination and correspondence for conflict resolutions (Assume 2 meetings)	2		8		2				12	$1,760.00
			Periodic meetings with the City/Developer on design and relocations; documentation of such meetings (Assume 8 meetings)	4		8		4				16	$2,440.00
		C.	Utility Relocation Design Review - estimated 9 Design Packages - 3 reviews/each pkg - Only Franchise Utilities			27		4	76			107	$14,529.00
			Total	**20**	**0**	**97**	**0**	**22**	**157**	**0**	**0**	**296**	
			Subtotal Labor Costs Utility Adjustment Coordination	**3,680.00**	**0.00**	**13,095.00**	**0.00**	**3,432.00**	**21,195.00**	**0.00**	**0.00**		**$41,402.00**
					0.000	**0.33**	**0.00**	**0.07**	**0.53**				

Exhibit “C”

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer shall perform engineering services consisting of Utility Adjustment Coordination as described below.

FUNCTION CODE 130 - UTILITY COORDINATION

A. Utility Adjustment Coordination

Utility Adjustment Coordination shall include utility coordination meetings with individual utility companies, communication, and coordination with utilities. This contract of work is to be completed on an hourly, not to exceed limit.

1. Utility Coordination

The Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the City of Saginaw (“City”) to achieve timely project notifications, and formal coordination meetings.

a) The Utility Coordinator shall coordinate all activities with the City, or their designee, to facilitate the orderly progress and timely completion of the City design phase. The Utility Coordinator shall be responsible for the following:
   i. Orientation. The Utility Coordinator shall prepare and present, in collaboration with City staff, instruction and orientation sessions as required by the State. The instruction shall introduce the SUE Plans, the proposed utility layout, processes, demonstrate the technology and develop plans with utilities to clear the project area.
   ii. Initial Project Meeting. The Utility Coordinator shall attend an initial meeting and an on-site inspection (when appropriate or at the request of the City) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.
   iii. External Communications. The Utility Coordinator shall coordinate all activities with the City and its consultants or other contractors or representatives, as authorized by the City. The Utility Coordinator shall provide the City copies of diaries, correspondence, and other documentation of work-related communications between the Utility Coordinator, utility owners and other outside entities when requested by the City.

b) The Utility Coordinator shall coordinate with the local franchise utility committees including but not limited to Utility Owner management parties, City utility representatives, political or special interest parties to present a footprint and other documentation of the City’s projects with represented utility companies and owners as required or requested by the City. The Utility Coordinator shall also coordinate with any other utility committees which may include county, city, or other officials, if needed or requested by the City.

c) The Utility Coordinator shall provide the City and all affected utility companies and owners a Utility Contact List for the project with all information such as: (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Physical addresses; (e) E-mail addresses.
d) The Utility Coordinator shall advise utility companies and owners of the general characteristics of the project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.

2. Coordination with Utility Companies

As required, to facilitate utility conflict identification and resolution, the Utility Coordinator shall:

a) Establish contact with all existing utilities within and adjacent to the project limits and set up utility coordination meetings to discuss concepts and options for construction.
b) Schedule all utility coordination meetings and ensure compatibility with the schedule of the City.
    i. Set agenda for all coordination meetings as directed by the City.
    ii. Establish and promote the desired agenda and methodologies for utility construction within the project limits.
    iii. Progress Meetings: Meet with the City periodically to coordinate the work effort and resolve problems and prepare a written report of such meetings. The Utility Coordinator shall provide and produce meeting minutes of all meetings with utility companies, owners or owners' representatives within seven (7) business days to the City. The frequency of such meetings shall be appropriate to the matters under discussion with each utility owner. The meetings shall review: Activities completed since the last meeting, Problems encountered, Late activities, Activities required by the next progress meeting, Solutions for unresolved and/or anticipated problems, Information or items required from other agencies and consultants.
c) Utility Relocation Design Review. Work with franchise utilities to retrieve, process, and review the utility relocation design packages to ensure that utilities follow the Texas Utility Accommodation Rules, improvements are proposed to resolve conflicts, and permit requirements of the governing ROW entity are met.
    i. Assume one design package per franchise utility owner that will go through initial review and iterations up to 3 times.
    ii. Assume all SUE and existing files in CAD format are shared with CF by the City and/or developer.
    iii. Assume that the Utility Engineering party supplies CF with the CAD file of proposed utility alignments for relocations.

EXCLUSIONS

1. Utility Agreements For Utility Adjustments
    a) The Utility Coordinator assumes that any agreements related to the project will be handled by the Utility Engineering party and does not take on the responsibility of assembling, reviewing, or approving Utility Agreement with any Utility related to this project.
2. Engineering Activities (as listed below)

a) Utility layouts will be assembled and prepared by the Utility Engineering party. The Utility Coordinator will not prepare conflict, proposed, or as-built utility layouts for the project.
b) Prepare and maintain utility conflict matrix. The utility conflict matrix shall be prepared and maintained by another party and shared with the Utility Coordinator to ensure timely and efficient utility relocations.
c) Review of proposed utility relocation permits. Any review of utility design for permitting will be completed by the Utility Engineering party and outcomes will be shared with the Utility Coordinator.
d) Design review and utility coordination with municipalities will be handled by the Utility Engineering party. The Utility Coordinator will only perform design review and utility coordination with franchise utilities in the project area.

DELIVERABLES

The UC deliverables for the project will consist of:

1. Contact List of all affected utility companies and owners
2. Meeting Minutes and Agendas from meetings held with utility companies and the City
3. Monthly progress report that includes utility updates and status delivered to the City
4. Access to live project tracking reports including permit and agreement tracking through CF online data host, Smartsheets.

SCHEDULE OF WORK

It is understood that the UC schedule is heavily dependent upon several factors, including, but not limited to: the availability of project stakeholders (utility owners, their consultants, and the City), possession of ROW and properties, and construction schedules. It is anticipated that the UC work will be performed over the next 4-6 months after work commences. The Utility Coordination efforts will conclude once the utility companies have completed construction and cleared the project area. The City will provide Notice to Proceed (NTP) in writing prior to commencement of UC related work.

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (4)(h)

Staff Contact: Susy Victor-Trevino
Planning Manager

E-mail: svictor@saginawtx.org

Phone: 817-230-0440

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

BACKGROUND/DISCUSSION:
On June 18, 2019, the City Council approved a Chapter 380 Development Agreement with AM & JK Development, LLC. The agreement provided for the construction of infrastructure improvements to serve the development, including construction of Saginaw Square Boulevard and intersection improvements on Business 287 (Saginaw Blvd.).

The infrastructure improvements are near completion for Saginaw Square Boulevard. In order for the City to accept the improvements, it is necessary to dedicate the right-of-way and easements to the City. The right-of-way and easements will be reflected on final plans as they occur.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
It is recommended that the right-of-way and easement dedications for the Square Development be accepted and filed for record.

ATTACHMENTS:

Description

Drainage Utility Easement Square Prop Lot 6
Drainage Utility Easement Square Prop Lot 7
Right-of-Way Dedication
Sanitary Sewer Easement Prop Lots 6 & 7

CITY OF SAGINAW
PERMANENT DRAINAGE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

That I, AM & JK Development, LLC, GRANTOR herein, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration in hand paid by the CITY OF SAGINAW, TEXAS, a municipal corporation located in Tarrant County, State of Texas, GRANTEE herein, the receipt and sufficiency of which are hereby acknowledged and confessed, including the special benefits to be derived by my property, do hereby grant, sell and convey unto the said GRANTEE a permanent and perpetual easement for the purpose of installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating drainage facilities in, into, upon, over, across, under and through all that land in Tarrant County, Texas described as follows, to-wit:

> A twenty (20) foot wide Permanent Drainage Easement as shown on Exhibit "A" and as more particularly described in Exhibit "B" attached hereto and incorporated herein.

together with the right of ingress and egress as necessary for such purposes.

GRANTOR covenants and agrees that GRANTOR and GRANTOR's heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under any easements granted herein any temporary or permanent structures, and it is further agreed that GRANTEE shall have the right to excavate and fill upon said permanent easement and to remove from said permanent easement, any fences, buildings, trees, shrubs, or other obstructions or growths as may now be found upon said permanent easement.

It is further intended that the Permanent Easement herein granted to the GRANTEE shall run with the land and forever be a right in and to the land belonging to GRANTOR, and GRANTOR'S successors and assigns. Except for existing easements, the Permanent Easement, granted therein is exclusive, and GRANTOR covenants that unless GRANTOR has the approval of GRANTEE, it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

TO HAVE AND TO HOLD the above-described permanent easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind itself, its heirs and assigns, to warrant and to forever defend all and singular premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this 8th day of September, 2022.

GRANTOR

By: AM & JK Development, LLC

Name: Farooq Wazirali

Title: Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for said County, 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 the same was executed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of September, 2022

Rajwani

Notary Public in and for the
State of Texas

Yasmeen Rajwani

Type or Print Notary's Name

NOTARY PUBLIC STATE OF TEXAS
YASMEEN RAJWANI
Notary ID #128257009
My Commission Expires
May 9, 2026

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument dated the ___day of _____, 2022 to the City of Saginaw, Texas, has been duly accepted subject to all terms and conditions contained therein by the City Council, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

Dated: _____

_____
Todd Fippo, Mayor
City of Saginaw

APPROVED AS TO FORM AND LEGALITY

_____
Bryn Meredith, City Attorney

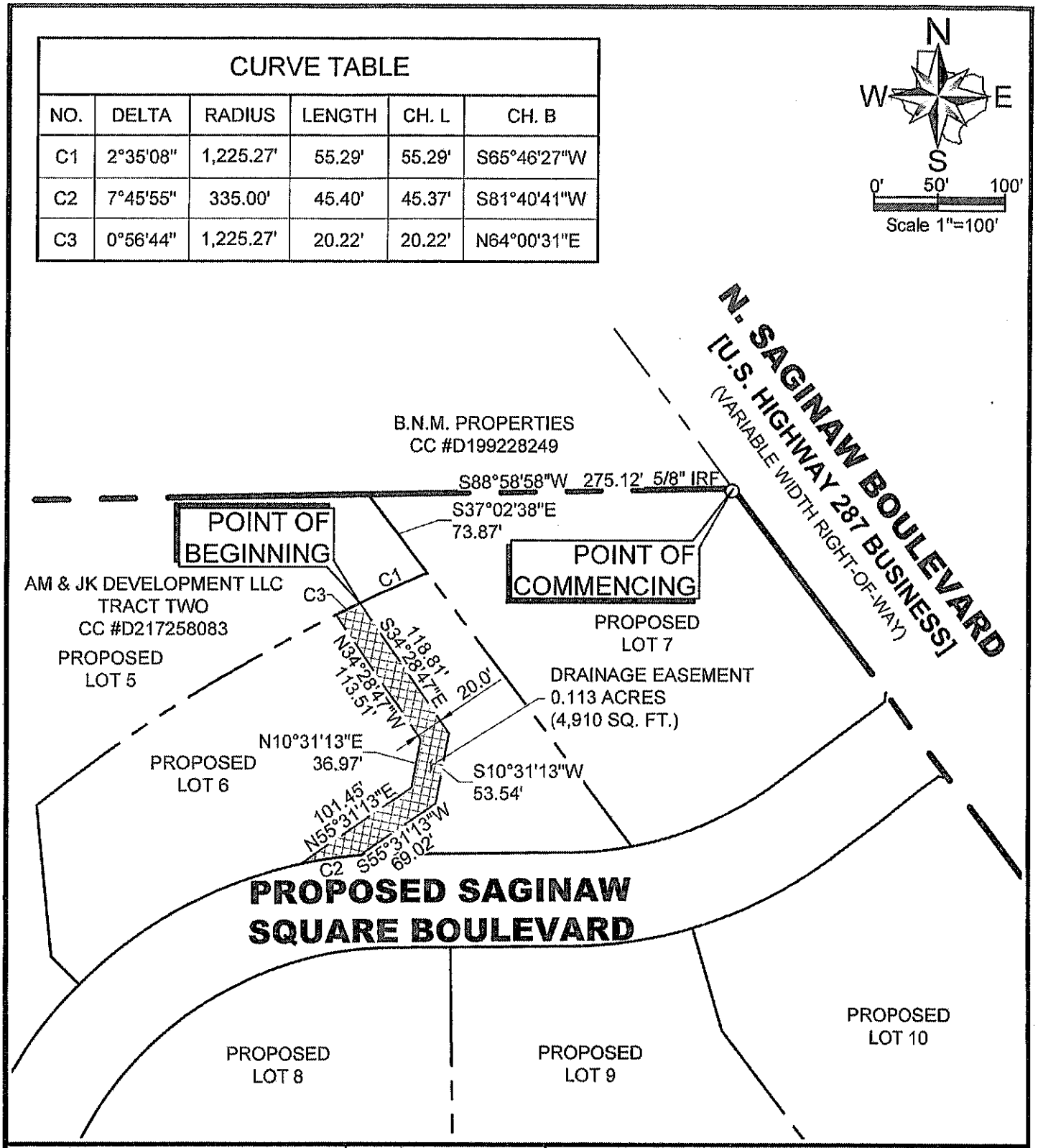
ATTEST:

_____
Janice England, City Secretary

AFTER FILING, PLEASE RETURN TO:

City Manager
City of Saginaw
P.O. Box 79070
Saginaw, Texas 76179

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	2°35'08"	1,225.27'	55.29'	55.29'	S65°46'27"W
C2	7°45'55"	335.00'	45.40'	45.37'	S81°40'41"W
C3	0°56'44"	1,225.27'	20.22'	20.22'	N64°00'31"E



Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215 (972) 490-7090
DALLAS, TEXAS 75230 (972) 490-7099 FAX
Texas Engineers Registration No. 89
Texas Surveyors No. 10088500 Expires 12-31-2022

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Scale :	1" = 100'
Date :	06.18.22
Dwg. File :	77301.00-ESMT-STORM
Project No. :	77301.00

STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR
8/31/22

DRAINAGE EASEMENT
0.113 ACRES
(4,910 SQ. FT.)

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

SHEET 1 OF 2

PROPERTY DESCRIPTION (Drainage Easement)

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEING a tract of land situated in the BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497, in the City of Saginaw, Tarrant County, Texas, and being a portion of Tract Two described in deed to AM & JK Development, LLC, as recorded in County Clerk's Instrument No. D21758083, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for the Northeast corner of said AM & JK Development, LLC tract and the Southeast corner of a tract of land described in deed to B.N.M. Properties as recorded in County Clerk's Instrument No. D199228249, Official Public Records, Tarrant County, Texas, said point being on the Southwest right-of-way of North Saginaw Boulevard [U.S. Highway 287 Business], a variable width right-of-way;

THENCE South 88 degrees 58 minutes 58 seconds West, departing the Southwest right-of-way of said North Saginaw Boulevard, along the North line of said AM & JK Development, LLC tract and the South line of said B.N.M Properties tract, a distance of 275.12 feet to a point for corner;

THENCE South 37 degrees 02 minutes 38 seconds East, departing the South line of said B.N.M. Properties, over and across said AM & JK Development, LLC tract, a distance of 73.87 feet to a point for corner, said point being the beginning of a non-tangent curve to the left having a radius of 1,225.27 feet, a central angle of 02 degrees 35 minutes 08 seconds, a chord bearing of South 65 degrees 46 minutes 27 seconds West, and a chord length of 55.29 feet;

THENCE continuing over and across said AM & JK Development, LLC tract, along said non-tangent curve to the left, an arc distance of 55.29 feet to the POINT OF BEGINNING;

THENCE continuing over and across said AM & JK Development, LLC tract, the following courses and distances:

South 34 degrees 28 minutes 47 seconds East, a distance of 118.81 feet to a point for corner;

South 10 degrees 31 minutes 13 seconds West, a distance of 53.54 feet to a point for corner;

South 55 degrees 31 minutes 13 seconds West, a distance of 69.02 feet to a point for corner, said point being the beginning of a non-tangent curve to the left having a radius of 335.00 feet, a central angle of 07 degrees 45 minutes 55 seconds, a chord bearing of South 81 degrees 40 minutes 41 seconds West, and a chord length of 45.37 feet, said point being on the North right-of-way of proposed Saginaw Square Boulevard;

Along said non-tangent curve to the left and the North right-of-way of said proposed Saginaw Square Boulevard, an arc distance of 45.50 feet to a point for corner;

North 55 degrees 31 minutes 13 seconds East, a distance of 101.45 feet to a point for corner;

North 10 degrees 31 minutes 13 seconds East, a distance of 36.97 feet to a point for corner;

North 34 deg 28 min 47 sec West, a distance of 113.51 feet to a point for corner, said point being the beginning of a non-tangent curve to the right having a radius of 1,225.27 feet, a central angle of 00 degrees 56 minutes 44 seconds, a chord bearing of North 64 degrees 00 minutes 31 seconds East, and a chord length of 20.22 feet;

THENCE continuing over and across said AM & JK Development, LLC tract, along said non-tangent curve to the right, an arc distance of 20.22 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 0.113 acres or 4,910 square feet or land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 5th day of February, 2021, 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.

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
8750 HILLCREST PLAZA DRIVE, SUITE 325 (972) 490-7090
DALLAS, TEXAS 75230 (972) 490-7099 FAX
Texas Engineers Registration No. 69
Texas Surveyors No. 10086600 Expires 12-31-2022
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Scale : N/A
Date : 08.18.22
Dwg. File : 77301.00-ESMT-STORM
Project No. : 77301.00

STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR
8/31/22

DRAINAGE EASEMENT
0.113 ACRES
(4,910 SQ. FT.)

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

SHEET 2 OF 2

CITY OF SAGINAW
PERMANENT DRAINAGE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

That I, AM & JK Development, LLC, GRANTOR herein, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration in hand paid by the CITY OF SAGINAW, TEXAS, a municipal corporation located in Tarrant County, State of Texas, GRANTEE herein, the receipt and sufficiency of which are hereby acknowledged and confessed, including the special benefits to be derived by my property, do hereby grant, sell and convey unto the said GRANTEE a permanent and perpetual easement for the purpose of installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating drainage facilities in, into, upon, over, across, under and through all that land in Tarrant County, Texas described as follows, to-wit:

> A fifteen (15) foot wide Permanent Drainage Easement as shown on Exhibit "A" and as more particularly described in Exhibit "B" attached hereto and incorporated herein.

together with the right of ingress and egress as necessary for such purposes.

GRANTOR covenants and agrees that GRANTOR and GRANTOR's heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under any easements granted herein any temporary or permanent structures, and it is further agreed that GRANTEE shall have the right to excavate and fill upon said permanent easement and to remove from said permanent easement, any fences, buildings, trees, shrubs, or other obstructions or growths as may now be found upon said permanent easement.

It is further intended that the Permanent Easement herein granted to the GRANTEE shall run with the land and forever be a right in and to the land belonging to GRANTOR, and GRANTOR'S successors and assigns. Except for existing easements, the Permanent Easement, granted therein is exclusive, and GRANTOR covenants that unless GRANTOR has the approval of GRANTEE, it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

TO HAVE AND TO HOLD the above-described permanent easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind itself, its heirs and assigns, to warrant and to forever defend all and singular premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this 8th day of September, 2022.

GRANTOR

By: AM & JK Development, LLC

Name: Farooq Wazirali

Title: Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for said County, 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 the same was executed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of September, 2022

Rajwani

Notary Public in and for the
State of Texas

YASMEEN RAJWANI
Notary ID #128257009
My Commission Expires
May 9, 2026

Yasmeen Rajwani

Type or Print Notary's Name

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument dated the ___day of _____, 2022 to the City of Saginaw, Texas, has been duly accepted subject to all terms and conditions contained therein by the City Council, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

Dated: _____

_____
Todd Fippo, Mayor
City of Saginaw

APPROVED AS TO FORM AND LEGALITY

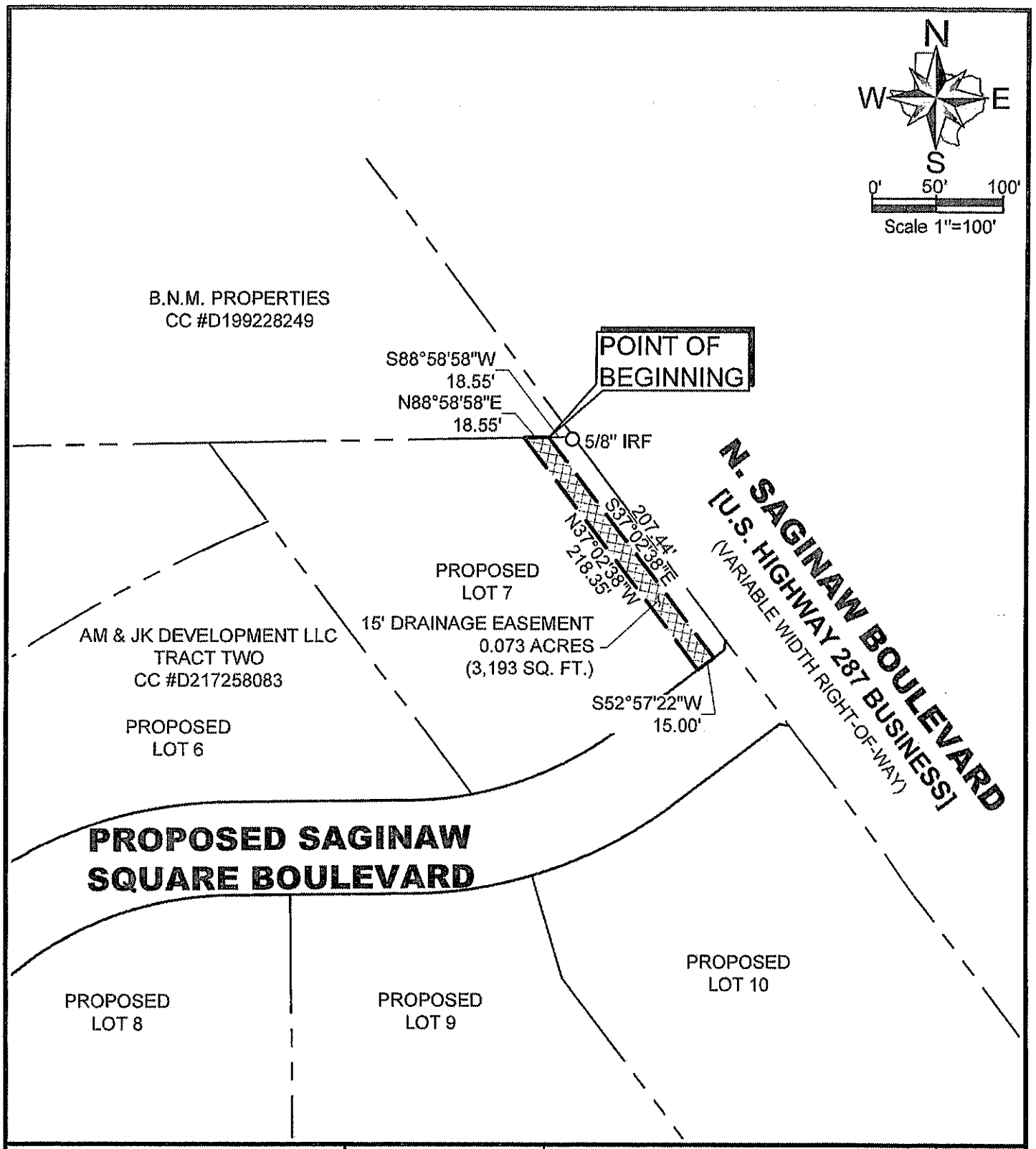
_____
Bryn Meredith, City Attorney

ATTEST:

_____
City Secretary

AFTER FILING, PLEASE RETURN TO:

City Manager
City of Saginaw
P.O. Box 79070
Saginaw, Texas 76179



Winkelmann & Associates, Inc.

CONSULTING CIVIL ENGINEERS ■ SURVEYORS

6750 HILLCREST PLAZA DRIVE, SUITE 215 (972) 490-7090
DALLAS, TEXAS 75230 (972) 490-7099 FAX

Texas Engineers Registration No. 69
Texas Surveyors No. 10086500 Expires 12-31-2022

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Scale : 1" = 100'
Date : 08.18.22
Dwg. File : 77301.00-ESMT-STORM1
Project No. : 77301.00

STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR

9/1/22

15' DRAINAGE EASEMENT
0.073 ACRES
(3,193 SQ. FT.)

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

PROPERTY DESCRIPTION (15' Drainage Easement)

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEING a tract of land situated in the BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497, in the City of Saginaw, Tarrant County, Texas, and being a portion of Tract Two described in deed to AM & JK Development, LLC, as recorded in County Clerk's Instrument No. D21758083, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner on the North line of said AM & JK Development, LLC tract (Tract 2) and the South line of a tract of land described in deed to B.N.M. Properties as recorded in County Clerk's Instrument No. D199228249, Official Public Records, Tarrant County, Texas, said point being South 88 degrees 58 minutes 58 seconds East, 18.55 feet from the Northeast corner of said AM & JK Development, LLC tract and the Southeast corner of said;

THENCE South 37 degrees 02 minutes 38 seconds East, departing the South line of said B.N.M Properties tract, over and across said AM & JK Development, LLC tract, a distance of 207.44 feet to a point for corner;

THENCE South 52 degrees 57 minutes 22 seconds West, continuing over and across said AM & JK Development, LLC tract, a distance of 15.00 feet to a point for corner;

THENCE North 37 degrees 02 minutes 38 seconds West, continuing over and across said AM & JK Development, LLC tract, a distance of 218.35 feet to a point for corner on the North line of said AM & JK Development, LLC tract and the South line of said B.N.M Properties tract;

THENCE North 88 degrees 58 minutes 58 seconds East, a distance of 18.55 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 0.073 acres or 3,193 square feet or land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 5th day of February, 2021, 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.

Winkelmann & Associates, Inc.
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6750 HILLCREST PLAZA DRIVE, SUITE 325 (972) 490-7096
DALLAS, TEXAS 75230 (972) 490-7099 FAX
Texas Engineers Registration No. 89
Texas Surveyors No. 10086600 Expires 12-31-2022
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Date : 08.18.22
Dwg. File : 77301.00-ESMT-STORM1
Project No. : 77301.00

STATE OF TEXAS REGISTERED LEONARD JAY LUEKER 5714 PROFESSIONAL LAND SURVEYOR
9/1/22

15' DRAINAGE EASEMENT
0.073 ACRES
(3,193 SQ. FT.)

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

SHEET 2 OF 2

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

RIGHT-OF-WAY DEDICATION DEED

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

That AM & JK Development, LLC, ("Grantor"), for and in consideration of TEN DOLLARS and other good and valuable consideration paid by the City of Saginaw, Texas ("Grantee"), a municipal corporation of Tarrant County, Texas, receipt of which is hereby acknowledged, does hereby grant, bargain and convey to said Grantee, its successors and assigns all of Grantor's interest (if any) in that certain land or parcels of land in Tarrant County, Texas, being described on Exhibit A below for the use and benefit of the public as a perpetual right-of-way for the passage and accommodation of vehicular and pedestrian traffic, and the right to construct, reconstruct, repair, relocate, operate and perpetually maintain public street and/or drainage and utility facilities, and all other facilities or purposes for which a public street and right-of-way is commonly used, together with all necessary appurtenances thereto, and with the right and privilege at any and all times, to enter said premises, or any part thereof, as is necessary for making connections therewith, or for the proper use of any other right granted herein, in upon and across, as more particularly described and depicted in the attached Exhibit A, which is incorporated herein by reference (the "Property"):

The Grantor, and Grantor's heirs, successors and assigns, reserve forever all oil, gas and minerals in and under, and that may be produced from, the above Property; provided, however, that Grantor waives the right to use the surface of the right-of-way and Grantor shall not explore for, produce or mine such minerals in any manner that would unreasonably interfere with Grantee's use of the right-of way.

TO HAVE AND TO HOLD that said Property unto the Grantee for the purposes herein set forth, so that neither Grantor nor any person or persons claiming under Grantor shall at any time have, claim or demand any right or title to the Property.

WITNESS MY HAND this 8th day of September, 2022

GRANTOR

By: AM & JK Development, LLC

Name: Farooq Wazirali

Title: Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared Farooq Wazirali, known to me, or proved to me through Texas Driver License (describe the identity card or other document), to be the same person whose name is subscribed to the foregoing document and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of September, 2022

Rajwani
Notary Public, State of Texas

[SEAL]

Yasmeen Rajwani
Name of Notary Printed

5/9/2026
Notary's Commission Expires

YASMEEN RAJWANI
Notary ID #128257009
My Commission Expires
May 9, 2026

NOTARY PUBLIC STATE OF TEXAS

YASMEEN RAJWANI
Notary ID #128257009
My Commission Expires
May 9, 2026

NOTARY PUBLIC STATE OF TEXAS

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument dated the ___day of_____, 2022 to the City of Saginaw, Texas, has been duly accepted subject to all terms and conditions contained therein by the City Council, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

Dated: _____

_____
Todd Fippo, Mayor
City of Saginaw

APPROVED AS TO FORM AND LEGALITY

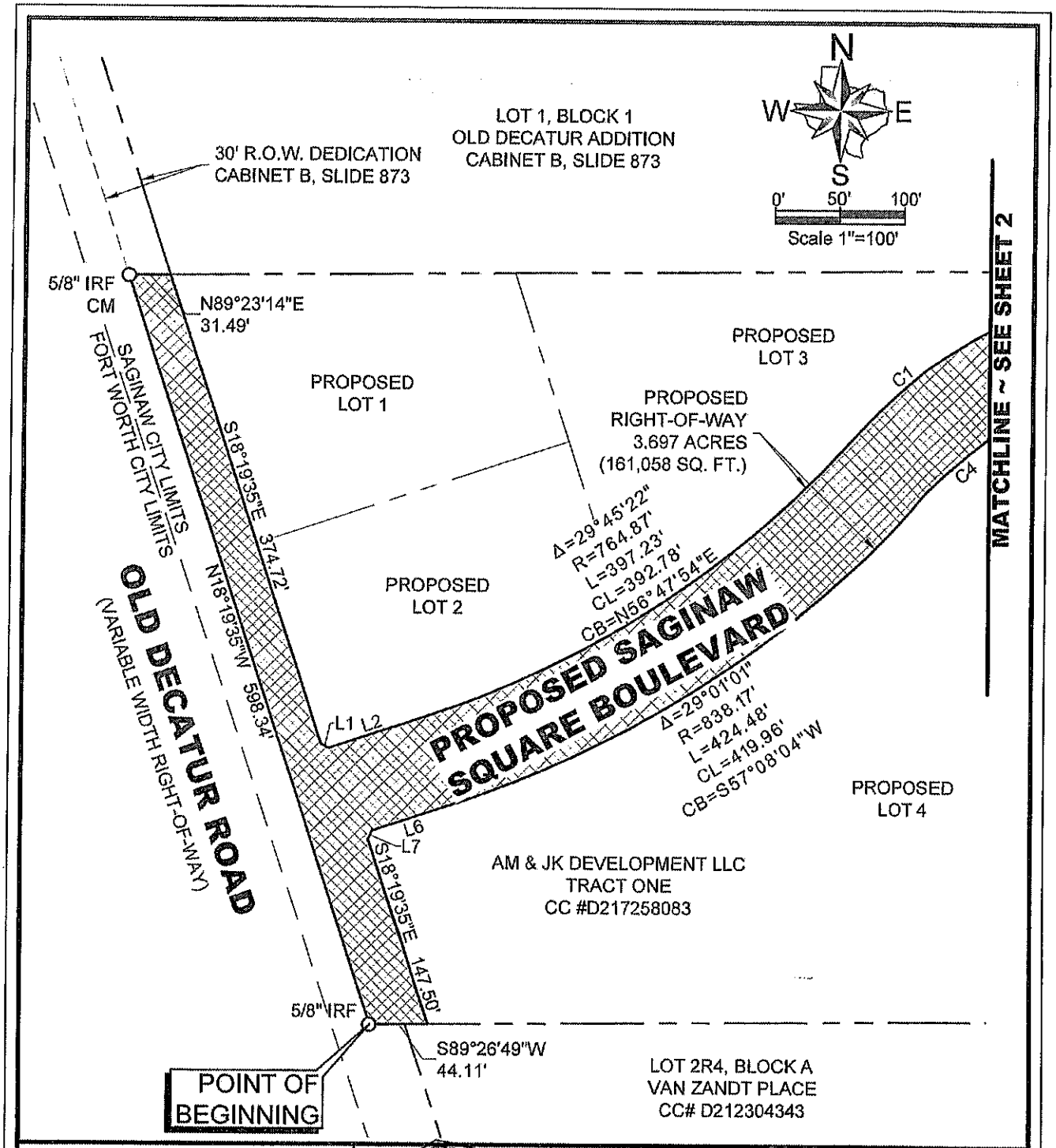
_____
Bryn Meredith, City Attorney

ATTEST:

_____
City Secretary

AFTER FILING, PLEASE RETURN TO:

City Manager
City of Saginaw
P.O. Box 79070
Saginaw, Texas 76179



Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215
DALLAS, TEXAS 75230
(972) 490-7090
(972) 490-7099 FAX
Texas Engineers Registration No. 69
Texas Surveyors No. 10006600 Expires 12-31-2022

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Project No. :	77301.00

STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR

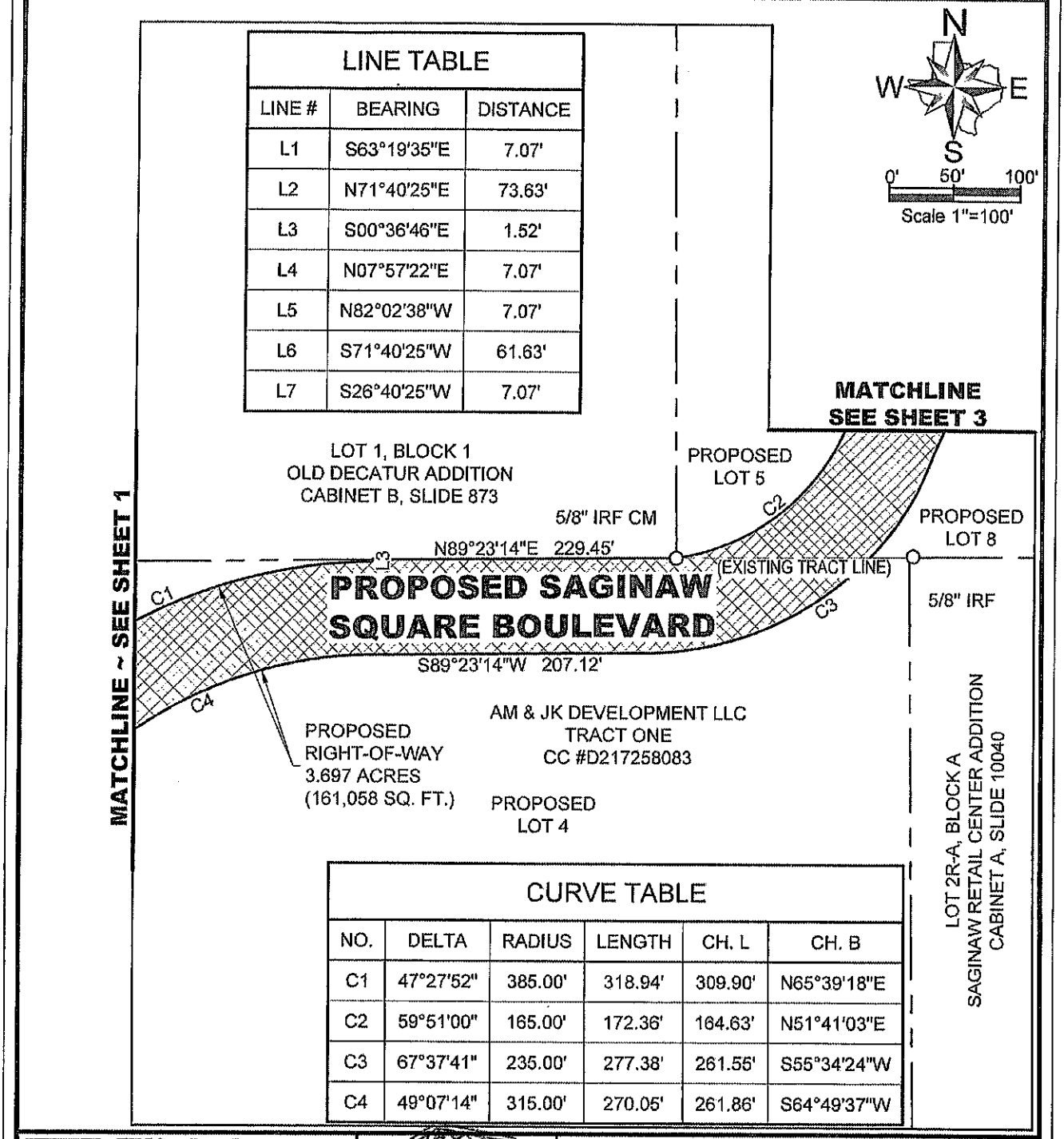
8/31/22

PROPOSED RIGHT-OF-WAY
3.697 ACRES
(161,058 SQ. FT.)

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

SHEET 1 OF 6

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LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S63°19'35"E	7.07'
L2	N71°40'25"E	73.63'
L3	S00°36'46"E	1.52'
L4	N07°57'22"E	7.07'
L5	N82°02'38"W	7.07'
L6	S71°40'25"W	61.63'
L7	S26°40'25"W	7.07'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	47°27'52"	385.00'	318.94'	309.90'	N65°39'18"E
C2	59°51'00"	165.00'	172.36'	164.63'	N51°41'03"E
C3	67°37'41"	235.00'	277.38'	261.55'	S55°34'24"W
C4	49°07'14"	315.00'	270.05'	261.86'	S64°49'37"W

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215 (972) 490-7090
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Texas Engineers Registration No. 99
Texas Surveyors No. 10065600 Expires 12-31-2022

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Project No. :	77301.00

STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR

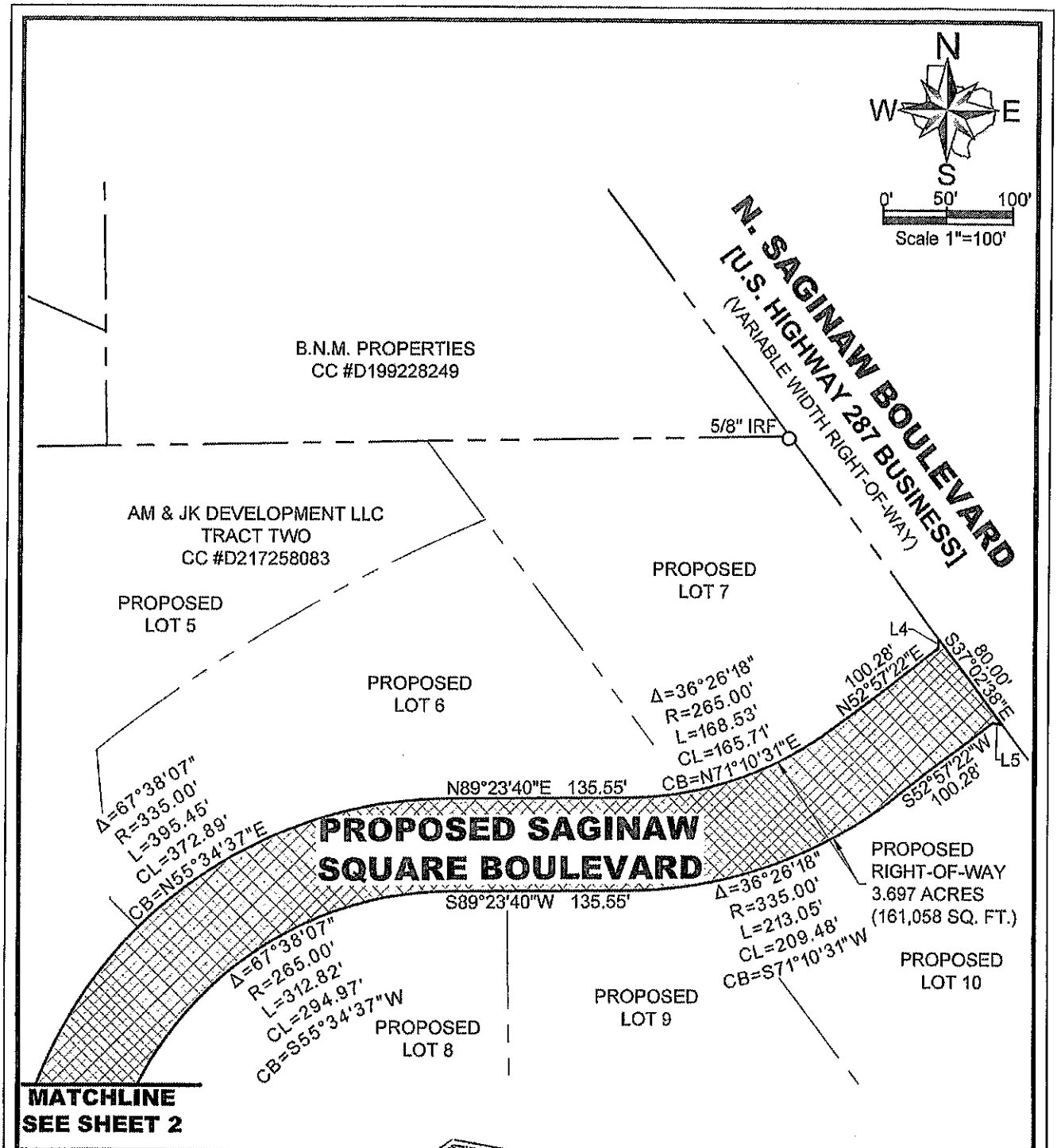
8/31/22

PROPOSED RIGHT-OF-WAY
3.697 ACRES
(161,058 SQ. FT.)

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

SHEET 2 OF 6

G:\773\01\SURVEY\Exhibits\77301.00-EXH-ROW.dwg



MATCHLINE
SEE SHEET 2

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Texas Surveyors No. 10066500 Expires 12-31-2022

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STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR
8/31/22

PROPOSED RIGHT-OF-WAY
3.697 ACRES
(161,058 SQ. FT.)

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

SHEET 3 OF 6

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PROPERTY DESCRIPTION (Proposed Right-of-way)

STATE OF TEXAS §
COUNTY OF TARRANT §

BEING a tract of land situated in the BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497, in the City of Saginaw, Tarrant County, Texas, and being a portion of Tract One and Two described in deed to AM & JK Development, LLC, as recorded in County Clerk's Instrument No. D21758083, 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 One on the East right-of-way of Old Decatur Road, a variable width right-of-way;

THENCE North 18 degrees 19 minutes 35 seconds West, along the East right-of-way of said Decatur Road and the West line of said Tract One, a distance of 598.34 feet to a 5/8-inch iron rod found for the Northwest corner of said Tract One and the Southwest corner of a 30-foot right-of-way dedication per the plat of Old Decatur Addition, an addition to the City of Saginaw, according to the Plat thereof recorded in Cabinet B, Slide 873, Official Public Records, Tarrant County, Texas;

THENCE North 89 degrees 23 minutes 14 seconds East, along the North line of said Tract One and the South line of said 30-foot right-of-way dedication, a distance of 31.49 feet to a point for the Southwest corner of Lot 1, Block 1, of said Old Decatur Addition;

THENCE departing the Southwest corner of said Lot 1, Block 1, over and across said Tract One, the following courses and distances:

South 18 degrees 19 minutes 35 seconds East, a distance of 374.72 feet to a point for corner;

South 63 degrees 19 minutes 35 seconds East, a distance of 7.07 feet to a point for corner;

North 71 degrees 40 minutes 25 seconds East, a distance of 73.63 feet to a point for corner, said point being the beginning of a curve to the left having a radius of 764.87 feet, a central angle of 29 degrees 45 minutes 22 seconds, a chord bearing of North 56 degrees 47 minutes 54 seconds East, and a chord length of 392.78 feet;

Along said curve to the left, an arc distance of 397.23 feet to a point for corner, said point being the beginning of a curve to the right having a radius of 385.00 feet, a central angle of 47 degrees 27 minutes 52 seconds, a chord bearing of North 65 degrees 39 minutes 18 seconds East, and a chord length of 309.90 feet;

Along said curve to the right, an arc distance of 318.94 feet to a point for corner;

North 00 degrees 36 minutes 46 seconds West, a distance of 1.52 feet to a point for corner on the North line of South line of Lot 1, Block 1, of said Old Decatur Addition;

THENCE North 89 degrees 23 minutes 14 seconds East, along the North line of said Tract One and the South line of said Lot 1, Block 1, a distance of 229.45 feet to a 5/8-inch iron rod found for the Southeast corner of said Lot 1, Block 1 and the Southwest corner of said Tract Two on the North line of said Tract One, said point being the beginning of a non-tangent curve to the left having a radius of 165.00 feet, a central angle of 59 degrees 51 minutes 00 seconds, a chord bearing of North 51 degrees 41 minutes 03 seconds East, and a chord length of 164.63 feet;

(Continued on Sheet 5)

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6750 HILLCREST PLAZA DRIVE, SUITE 325 (972) 490-7090
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Texas Engineers Registration No. 89
Texas Surveyors No. 10085600 Expires 12-31-2022
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STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR
5/31/22

PROPOSED RIGHT-OF-WAY
3.697 ACRES
(161,058 SQ. FT.)

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

SHEET 4 OF 6

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PROPERTY DESCRIPTION (Proposed Right-of-way)

STATE OF TEXAS §
COUNTY OF TARRANT §

(Continued from Sheet 4)

THENCE departing the Southeast corner of said Lot 1, Block 1, over and across said Tract Two, the following courses and distances:

Along said non-tangent curve to the left, an arc distance of 172.36 feet to a point for corner, said point being the beginning of a curve to the right having a radius of 335.00 feet, a central angle of 67 degrees 38 minutes 07 seconds, a chord bearing of North 55 degrees 34 minutes 37 seconds East, and a chord length of 372.89 feet;

Along said curve to the right, an arc distance of 395.45 feet to a point for corner;

North 89 degrees 23 minutes 40 seconds East, a distance of 135.55 feet to a point for corner, said point being the beginning of a curve to the left having a radius of 265.00 feet, a central angle of 36 degrees 26 minutes 18 seconds, a chord bearing of North 71 degrees 10 minutes 31 seconds East, and a chord length of 165.71 feet;

Along said curve to the left, an arc distance of 168.53 feet to a point for corner;

North 52 degrees 57 minutes 22 seconds East, a distance of 100.28 feet to a point for corner;

North 07 degrees 57 minutes 22 seconds East, a distance of 7.07 feet to a point for corner on the Southwest right-of-way of N. Saginaw Boulevard [U.S. Highway 287 Business], a variable width right-of-way, and the Northeast line of said Tract Two;

THENCE South 37 degrees 02 minutes 38 seconds East, along the Southwest of said N. Saginaw Boulevard and the Northeast line of said Tract Two, a distance of 80.00 feet to a point for corner;

THENCE departing the Southwest right-of-way of said N. Saginaw Boulevard, over and across said Tract Two and said Tract One, the following courses and distances:

North 82 degrees 02 minutes 38 seconds West, a distance of 7.07 feet to a point for corner;

South 52 degrees 57 minutes 22 seconds West, a distance of 100.28 feet to a point for corner, said point being the beginning of a curve to the right having a radius of 335.00 feet, a central angle of 36 degrees 26 minutes 18 seconds, a chord bearing of South 71 degrees 10 minutes 31 seconds West, and a chord length of 209.48 feet;

Along said curve to the right, an arc distance of 213.05 feet to a point for corner;

South 89 degrees 23 minutes 40 seconds West, a distance of 135.55 feet to a point for corner, said point being the beginning of a curve to the left having radius of 265.00 feet, a central angle of 67 degrees 38 minutes 07 seconds, a chord bearing of South 55 degrees 34 minutes 37 seconds West, and a chord length of 294.97 feet;

Along said curve to the left, an arc distance of 312.82 feet to a point for corner, said point being the beginning of a curve to the right having a radius of 235.00 feet, a central angle of 67 degrees 37 minutes 41 seconds, a chord bearing of South 55 degrees 34 minutes 24 seconds West, and a chord length of 261.55 feet;

(Continued on Sheet 6)

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
8750 IRLCREST PLAZA DRIVE, SUITE 325 (972) 490-7090
DALLAS, TEXAS 75230 (972) 490-7099 FAX
Texas Engineers Registration No. 69
Texas Surveyors No. 10095600 Expires 12-31-2022
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Dwg. File :	77301.00-EXH-ROW
Project No. :	77301.00

STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR
8/31/22

PROPOSED RIGHT-OF-WAY
3.697 ACRES
(161,058 SQ. FT.)

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

SHEET 5 OF 6

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PROPERTY DESCRIPTION (Proposed Right-of-way)

STATE OF TEXAS §
COUNTY OF TARRANT §

(Continued from Sheet 5)

Along said curve to the right, an arc distance of 277.38 feet to a point for corner;

South 89 degrees 23 minutes 14 seconds West, a distance of 207.12 feet to a point for corner, said point being the beginning of a curve to the left having a radius of 315.00 feet, a central angle of 49 degrees 07 minutes 14 seconds, a chord bearing of South 64 degrees 49 minutes 37 seconds West, and a chord length of 261.86 feet;

Along said curve to the left, an arc distance of 270.05 feet to a point for corner, said point being the beginning of a curve to the right having a radius of 838.17 feet, a central angle of 29 degrees 01 minutes 01 seconds, a chord bearing of South 57 degrees 08 minutes 04 seconds West, and a chord length of 419.96 feet;

Along said curve to the right, an arc distance of 424.48 feet to a point for corner;

South 71 degrees 40 minutes 25 seconds West, a distance of 61.63 feet to a point for corner;

South 26 degrees 40 minutes 25 seconds West, a distance of 7.07 feet to a point for corner;

South 18 degrees 19 minutes 35 seconds East, a distance of 147.50 feet to a point for corner on the South line of aid Tract One and the North line of Lot 2R4, Block A, of Van Zandt Place, an addition to the City of Saginaw, Tarrant County, Texas, according to the Plat thereof recorded in County Clerk's Instrument No. D212304343, Official Public Records, Tarrant County, Texas;

THENCE South 89 degrees 26 minutes 49 seconds West, along the South line of said Tract One, a distance of 44.11 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 3.697 acres or 161,058 square feet or land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 5th day of February, 2021, 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.

Winkelmann & Associates, Inc.
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DALLAS, TEXAS 75230 (972) 490-7099 FAX
Texas Engineers Registration No. 68
Texas Surveyors No. 10086600 Expires 12-31-2022
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Scale :	N/A
Date :	08.18.22
Dwg. File :	77301.00-EXH-ROW
Project No. :	77301.00

STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
6714
PROFESSIONAL
LAND SURVEYOR
8/31/22

PROPOSED RIGHT-OF-WAY
3.697 ACRES
(161,058 SQ. FT.)

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

SHEET 6 OF 6

G:\77301\SURVEY\Exhibits\77301.00-EXH-ROW.dwg

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

CITY OF SAGINAW
SANITARY SEWER FACILITY EASEMENT

DATE: September 8, 2022

GRANTOR: AM & JK Development, LLC

GRANTOR'S MAILING ADDRESS: 2667 Northhaven Road Dallas, TX 75229

GRANTEE: City of Saginaw

GRANTEE'S MAILING ADDRESS: 333 West McLeroy Blvd., Saginaw, Tarrant County, Tx. 76179

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

PROPERTY: Being more particularly described in Exhibit "A"

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

In no event shall Grantor (I) use the Easement Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the Easement Property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit. However, Grantor shall be permitted to install and maintain a concrete, asphalt or gravel driveway, road or parking lot across the Easement Property. Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Property which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the Easement Property granted hereunder. Provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement Property.

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

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

IN WITNESS WHEREOF, this instrument is executed this 8th day of September, 2022.

GRANTOR: AM & JK Development, LLC

By: _____
Farooq Wazirali, Manager

GRANTEE: City of Saginaw

By:

_____
Todd Flippo, Mayor

APPROVED AS TO FORM AND LEGALITY

_____
Bryn Meredith, City Attorney

ATTEST:

_____
Janice England, City Secretary

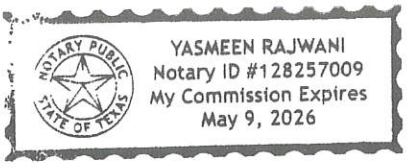
ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for said County, 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 the same was executed for the purposes and consideration therein

expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of September, 2022.



Rajwani

Notary Public in and for the State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for said County, Texas, on this day personally appeared Todd Flippo, Mayor of the City of Saginaw, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Saginaw and that he executed the same as the act of the City of Saginaw for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

_____

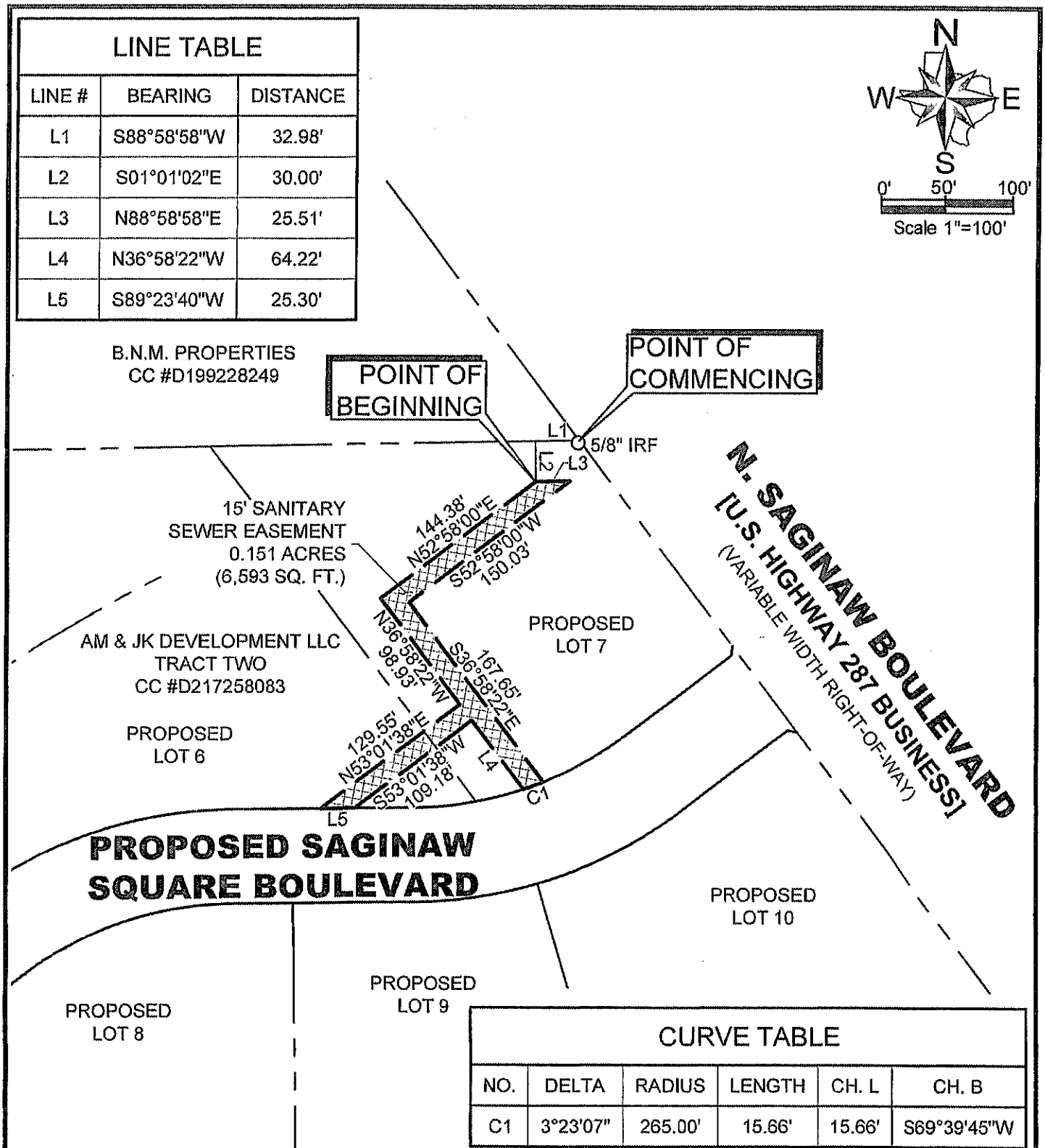
Notary Public in and for the State of Texas

_____

AFTER FILING, PLEASE RETURN TO:

City Manager City of
Saginaw P.O. Box 79070
Saginaw, Texas 76179

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S88°58'58"W	32.98'
L2	S01°01'02"E	30.00'
L3	N88°58'58"E	25.51'
L4	N36°58'22"W	64.22'
L5	S89°23'40"W	25.30'



CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	3°23'07"	265.00'	15.66'	15.66'	S69°39'45"W

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
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DALLAS, TEXAS 75230 (972) 490-7099 FAX
Texas Engineers Registration No. 89
Texas Surveyors No. 10086600 Expires 12-31-2022

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Scale : 1" = 100'
Date : 08.18.22.
Dwg. File : 77301.00-ESMT-SS
Project No. : 77301.00

STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR
9/1/22

15' SANITARY SEWER EASEMENT
0.151 ACRES
(6,593 SQ. FT.)

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

SHEET 1 OF 2

PROPERTY DESCRIPTION (15' Sanitary Sewer Easement)

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEING a tract of land situated in the BENJAMIN THOMAS SURVEY, ABSTRACT NO. 1497, in the City of Saginaw, Tarrant County, Texas, and being a portion of Tract Two described in deed to AM & JK Development, LLC, as recorded in County Clerk's Instrument No. D21758083, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for the Northeast corner of said AM & JK Development, LLC tract (Tract 2) and the Southeast corner of a tract of land described in deed to B.N.M. Properties as recorded in County Clerk's Instrument No. D199228249, Official Public Records, Tarrant County, Texas, on the Southwest right-of-way of N. Saginaw Boulevard [U.S. Highway 287 Business], a variable width right-of-way;

THENCE South 88 degrees 58 minutes 58 seconds West, departing the Southwest right-of-way of said N. Saginaw Boulevard, along the South line of said B.N.M Properties tract and the North line of said AM & JK Development, LLC tract, a distance of 32.98 feet to a point for corner;

THENCE South 01 degrees 01 minutes 02 seconds East, departing the South line of said B.N.M. Properties tract, over and across said AM & JK Development, LLC tract, a distance of 30.00 feet to the POINT OF BEGINNING;

THENCE continuing over and across said AM & JK Development, LLC tract, the following courses and distances:

North 88 degrees 58 minutes 58 seconds East, a distance of 25.51 feet to a point for corner;

South 52 degrees 58 minutes 00 seconds West, a distance of 150.03 feet to a point for corner;

South 36 degrees 58 minutes 22 seconds East, a distance of 167.65 feet to a point for corner, said point being the beginning of a non-tangent curve to the right having a radius of 265.00 feet, a central angle of 03 degrees 23 minutes 07 seconds, a chord bearing of South 69 degrees 39 minutes 45 seconds West, and a chord length of 15.66 feet;

Along said non-tangent curve to the right, an arc distance of 15.66 feet to a point for corner;

North 36 degrees 58 minutes 22 seconds West, a distance of 64.22 feet to a point for corner;

South 53 degrees 01 minutes 38 seconds West, a distance of 109.18 feet to a point for corner;

South 89 degrees 23 minutes 40 seconds West, a distance of 25.30 feet to a point for corner;

North 53 degrees 01 minutes 38 seconds East, a distance of 129.55 feet to a point for corner;

North 36 degrees 58 minutes 22 seconds West, a distance of 98.93 feet to a point for corner;

THENCE North 52 degrees 58 minutes 00 seconds East, continuing over and across said AM & JK Development, LLC tract, a distance of 144.38 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 0.151 acres or 6,593 square feet or land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 5th day of February, 2021, 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.

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 325 (972) 490-7090
DALLAS, TEXAS 75230 (972) 490-7099 FAX
Texas Engineers Registration No. 89
Texas Surveyors No. 10086600 Expires 12-31-2022
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15' SANITARY SEWER EASEMENT
0.151 ACRES
(6,593 SQ. FT.)

FAROOQ WAZIRALI
2667 NORTHHAVEN ROAD
DALLAS, TEXAS 75229

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (4)(i)

Staff Contact: Gabe Reaume
City Manager

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

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

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

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (5)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
PUBLIC HEARING--Consideration and Action regarding Resolution No. 2022-22, Adoption of Revised Budget for Fiscal Year 2021-2022

BACKGROUND/DISCUSSION:
Budget adjustments are made at fiscal year end to more closely reflect actual revenues and expenditures for the year. The budget must be amended in the same manner in which it was adopted. A public hearing is necessary and has been advertised.

FINANCIAL IMPACT:
Line items have been adjusted to reflect year end financial activity. The attached memo and schedule describes the adjustments in detail.

RECOMMENDATION:
Staff recommends holding the public hearing, as required.

ATTACHMENTS:

Description

Year End FY2021-2022 Budget Adjustments
Resolution 2022-22

M E M O R A N D U M

DATE: September 14, 2022

TO: Gabe Reaume, City Manager

FROM: Kim Quin, Finance Director

RE: 2021-2022 Year-end Budget Adjustments

The attached schedule shows recommended year-end budget adjustments. The changes are described below.

General Fund – Revenues – General Fund revenue sources are estimated to be $1,635,465 higher than budgeted. The largest increase is in Sales Tax collections. Sales tax remains strong but is increasing at a slower rate. Other increases in revenues are due to in person court operations resuming and staff catching up on a back log of cases. Recreation revenues are estimated to reflect the decline in programming and the opening of the Aquatics Center. Building permits fees are lower than budgeted but other permits and fees are up. Rental inspections fees are up due to the increase in rental units within the City. Property tax revenue is higher than budgeted due to favorable judgements by the Tarrant Appraisal District's Appraisal Review Board. Delinquent property tax collections are also up. Utility franchise fees are up from the gas utility provider due to the colder weather this past winter. Collections from Eagle Mountain ISD were lowered by $19,370 due to CARES Act funding of SRO's in the previous year. Interest earnings are increased due to higher interest rates.
Expenses – Vacancy savings (salary and benefits) for General Fund departments are partially offset by overtime increases in Police, Fire, Public Services, and Animal Services. Staffing changes were made in Recreation, Library, and Inspections/Code Enforcement. Health insurance savings are being transferred to the General Escrow Fund to mitigate anticipated health insurance increases in future years. There is an estimated increase in election expense due to the runoff election. There were lower than budgeted expenses in employee programs, community revitalization, and legal fees. $17,500 is budgeted for the space needs study approved by the City Council on July 5th. There are increased costs related to lab analysis for criminal cases. Savings will be realized this year for the Police Department equipment agreement approved on April 19th. There is a delay in implementing this contract; a mid-year adjustment will be made next fiscal year to cover these costs. Building maintenance and repairs is increased due to the replacement of air conditioning units at the Police Station, Public Works, Library and Aquatics Center. Funding is provided for the former Public Works Director contract and contract planning services approved by the City Council on May 17th and April 5th. There is estimated savings for contract mowing; the mowing contractor has not kept the agreed upon mowing schedule resulting in a savings in these line items. A portion of this savings $40,000 will replace two mowers. Reduced programming at the Recreation Center resulted in a decrease in contract services. There are increased expenses due to Aquatic Center repairs and equipment. In Fleet Maintenance the increased cost of fuel, tires, and parts is partially offset by a decrease in outside repairs. Savings in Building Improvement Grants and Economic Development incentives will be transferred to the General Escrow Fund to be used for incentives in future years. The

$150,000 budgeted for Saginaw Boulevard redevelopment was not spent in the current year. Line item decreases in the General Fund total $465,425. The General Fund balance is estimated to increase $2,100,890 more than budgeted decrease of $2,266,165. The net impact will be an estimated increase to fund balance of $165,275.

Debt Service Fund – Property tax revenue is more than budgeted due to favorable judgements of the Appraisal Review Board. Delinquent tax collections and interest earnings are up due to increased collections and higher interest rates. The 2022 bond sale resulted in $3,455 excess bond proceeds and $41,340 in accrued interest. The Debt Service Fund balance is estimated to increase by $169,600 more than the budgeted decrease of $94,400. The net impact will be an estimated increase of $75,200.

Enterprise Fund – Water sales and wastewater service are higher than budgeted due to higher than average use. Increased revenues for these services are partially offset by the corresponding increase in expense to the City of Fort Worth for water and wastewater. Penalty income is up due to resuming a regular penalty and cut-off cycle that has been modified over the past two years. Other Income is decreased due to lower than estimated cut-off fees. Interest earnings are estimated to be higher due to higher interest rates. The transfer of impact fees from the Enterprise Escrow Fund for the NW Booster Pump and Meter Station upgrade are reduced due to a delay in both projects. Vacancy savings is offset by increased water meters and supplies, contract services, training, and engineering fees not related to capital projects. A large quantity of meters was purchased when available due to future supply uncertainty. Engineering fees not related to a specific capital project include work related to Council Meeting preparation, the CIP update, GIS mapping, subdivision ordinances and standards, and development review. Health insurance savings are being transferred to the Enterprise Escrow Fund to mitigate anticipated health insurance increases future years. The Saginaw Boulevard 16" water line project was completed under budget. Estimated expenses through year end are lower for the Beltmill Booster Pump Station due to delays. $85,000 is budgeted for the engineering of the Fairmount Sewer Rehab Phase2 project as approved by the City Council on May 3rd. Fund balance is expected to be $2,367,150 more than the budgeted decrease of $2,001,835 for a net increase of $365,315. Adjustments will be made mid-year of Fiscal Year 2022/2023 to carryforward funding for these projects that are not already budgeted.

Capital Projects Fund – Budget adjustments in the Capital Projects Fund include the sale of general obligation bonds for construction of the Library and Senior Citizen's Center. The Tarrant County reimbursement for the Bailey Boswell Overpass is complete. Interest earnings are increased due to increased interest rates. Budget adjustments to the capital projects are based on estimated expenses through September 30, 2022. Adjustments will be made mid-year of Fiscal Year 2022/2023 to carryforward funding for these projects that are not already budgeted. Fund balance will be increased to fund projects continuing in the coming fiscal year.

Crime Control and Prevention District Fund – Fund balance will be increased by an estimated $581,655 more than budgeted due to increased sales tax revenue, interest earnings, and the delay in purchasing four patrol vehicles. The patrol vehicles budgeted to be replaced are on back order and funding will be carried forward to make payment when those vehicles are received next fiscal year.

Police Expendable Trust Fund – Fund balance will be increased by an estimated $7,150 due to forfeitures collected and no anticipated supply expenditures in this fiscal year.

Drainage Utility Fund – Revenues are estimated to be higher than budgeted due to increased drainage fee collections and higher than budget interest earnings. The East Cement Creek Drainage project will start at the beginning of next fiscal year.

Street Maintenance Fund – Revenues are increased due to higher than budgeted sales tax and increased interest earnings. Expenses are decreased due to the delay of maintenance projects because of staffing shortages in Tarrant County street repair crews and concrete shortages. The Burlington Road reconstruction project remains delayed due to utility work. Adjustments will be made mid-year of Fiscal Year 2022/2023 to carryforward funding for these projects. Fund balance is budgeted to increase by $882,320 over the budgeted decrease of $558,890 for a net increase of $323,430.

Donations Fund – Revenue is increased based on the number of utility customers electing the voluntary monthly donations. The Police Department received a donation for bullet resistant vests. The donations are estimated up for the Train & Grain Festival. Parks donations were used for the Independence Day fireworks show as approved by the City Council on April 5th and a new holiday light display as approved by the City Council on May 3rd. Donations Fund balance is estimated to increase by $9,750 over budget.

General Escrow Fund – Hotel/Motel tax collections have increased as travel has resumed. The expense related to travel of the Gambian delegation is budgeted as approved by the City Council on July 5th, 2022. Court Technology and Court Security fees are higher than budgeted as court operations resume and staff is catching up on a back log of cases. Insurance claims revenue and expenses are higher than an average year due to storm damage and extensive repairs required at the Aquatic Center. A public works vehicle was replaced with insurance proceeds. Developer contributions for sidewalks on Knowles and McLeroy were collected and will be used for sidewalk construction in conjunction with the street projects. Transfers are increased to escrow health insurance savings to mitigate future health insurance increases. Unspent Economic Development Incentive funds and Building Improvement Grant balances are transferred from the General Fund to be used for future development incentives. Interest earnings are increased due to higher that anticipated interest rates.

Enterprise Escrow Fund – Health insurance savings in the Enterprise Fund are being transferred to the Enterprise Escrow Fund to mitigate future health insurance increases. Interest earnings are increased due to higher that anticipated interest rates. The Northwest Booster Pump project and the Meter Station upgrade are delayed, funding will be carried forward in the coming year for these projects.

Beltmill PID Fund – The first year assessments for the Beltmill PID were collected in February. Year-end budget adjustments reflect those collections and the accompanying administrative expenses. There is an anticipated addition to fund balance of $22,750.

YEAR END BUDGET ADJUSTMENTS
FY 2021-2022

ACCOUNT DESCRIPTION	ACCT NUMBER	DEPARTMENT	REVENUES	EXPENSES	COMMENTS
General Fund					
Municipal Court Fines & Fees	01-3400-00-00		$ 21,450.00		Court operations resumed - catching up on back log
Recreation/Aquatic Membership	01-3501-00-00		$ 1,065.00		Adjustment to Recreation revenue estimates
Recreation Day Pass	01-3502-00-00		$ (25,885.00)		Adjustment to Recreation revenue estimates
Recreation Programs & Classes	01-3503-00-00		$ 21,185.00		Adjustment to Recreation revenue estimates
Summer Camp Fees	01-3505-00-00		$ (14,375.00)		Adjustment to Recreation revenue estimates
Facility Rental Fees	01-3506-00-00		$ 29,340.00		Adjustment to Recreation revenue estimates
Recreation/Aquatic misc	01-3507-00-00		$ 8,915.00		Adjustment to Recreation revenue estimates
Aquatic Day Pass	01-3508-00-00		$ 65,775.00		Adjustment to Recreation revenue estimates
Permits & Fees	01-3510-00-00		$ 3,580.00		Permits fees higher than anticipated
Contractor Registration Fee	01-3513-00-00		$ (9,600.00)		Registration fees lower than anticipated
Animal Licenses & Fees	01-3516-00-00		$ (2,200.00)		Fees lower than budgeted
Property Tax Delinquent	01-3610-00-00		$ 20,585.00		Delinquent collections up
Property Tax Current	01-3620-00-00		$ 129,825.00		Favorable judgements by ARB
Delinquent Tax Penalty & Interest	01-3676-00-00		$ 4,935.00		Delinquent collections up
State Sales Tax	01-3680-00-00		$ 1,296,230.00		Increased sales
Franchise Fees-Utilities	01-3682-00-00		$ 93,255.00		Utility FF weather dependent
Mixed Beverage Tax	01-3686-00-00		$ 7,770.00		Increased collections
Building Permits	01-3703-00-00		$ (192,760.00)		Permit activity lower than estimated
Elect, Plumb, Mech Permits	01-3704-00-00		$ 15,640.00		Trades activity remains strong
Construction Inspection Fees	01-3705-00-00		$ 13,295.00		Non-recurring inspection fees
Rental Inspection Fees	01-3706-00-00		$ 49,025.00		Increased rental units
Reinspection Fee	01-3707-00-00		$ (1,400.00)		Fewer red tag fees
EMS-ISD SRO Reimb	01-3810-00-00		$ (19,370.00)		Reduced by CARES act funding of prior year
Other Income	01-3910-00-00		$ 12,000.00		Miscellaneous income higher than budget
Sale of Autos/Equipment	01-3915-00-00		$ 17,485.00		Equipment auction proceeds
Interest Earnings	01-3950-00-00		$ 89,700.00		Higher interest rates
Transfer to Escrow Fund	01-9221-00-00			$ 92,515.00	Escrow health insurance savings for future rate increase
Salaries - Administration	01-4010-02-00	Admin		$ 39,600.00	Retirement payout of leave balance
Salaries PT- Administration	01-4012-02-00	Admin		$ (14,975.00)	Intern vacancy savings
Social Security - Administration	01-4150-02-00	Admin		$ (4,030.00)	Vacancy savings
TMRS - Administration	01-4160-02-00	Admin		$ 9,395.00	Retirement payout of leave balance
Health Insurance	01-4180-02-00	Admin		$ (1,510.00)	Escrow health insurance savings for future rate increase
Election Expense	01-5000-02-00	Admin		$ 20,470.00	Estimated election expense - runoff
Employee Programs	01-5664-02-00	Admin		$ (10,000.00)	Employee programs not developed due to COVID-19
Program Assistance	01-5765-02-00	Admin		$ (10,000.00)	Savings in community revitilization expense
Utilities	01-6650-02-00	Admin		$ (35,000.00)	Legal fees savings
Capital Outlay/Special Request	01-7000-02-00	Admin		$ 17,500.00	Library remodel space needs study
Health Insurance	01-4180-03-00	Court		$ 4,645.00	New employee coverage change
Salaries - Fire	01-4010-04-00	Fire		$ (85,000.00)	Vacancy savings

YEAR END BUDGET ADJUSTMENTS
FY 2021-2022

ACCOUNT DESCRIPTION	ACCT NUMBER	DEPARTMENT	REVENUES	EXPENSES	COMMENTS
Overtime - Fire	01-4015-04-00	Fire		$ 26,515.00	Overtime for minimum staffing requirements
Overtime - Fire Other	01-4016-04-00	Fire		$ 16,050.00	Overtime for minimum staffing requirements
Social Security - Fire	01-4150-04-00	Fire		$ (14,000.00)	Vacancy savings
TMRS - Fire	01-4160-04-00	Fire		$ (8,000.00)	Vacancy savings
Health Insurance	01-4180-04-00	Fire		$ (11,525.00)	Escrow health insurance savings for future rate increase
Salaries - Police	01-4010-05-00	Police		$ (255,000.00)	Vacancy savings
Salaries - Police Reg PT	01-4012-05-00	Police		$ 10,700.00	PT Dispatcher for minimum staffing
Salaries - Police Temp PT	01-4013-05-00	Police		$ (18,600.00)	Vacancy savings crossing guards
Overtime - Police	01-4015-05-00	Police		$ 62,425.00	Overtime for minimum staffing requirements
Social Security - Police	01-4150-05-00	Police		$ (15,330.00)	Vacancy savings
TMRS - Police	01-4160-05-00	Police		$ (42,700.00)	Vacancy savings
Health Insurance	01-4180-05-00	Police		$ (79,760.00)	Escrow health insurance savings for future rate increase
CID Analysis	01-4665-05-00	Police		$ 12,900.00	Increased cost of lab analysis
Equipment Replacement	01-4950-05-00	Police		$ (10,000.00)	Axon equipment agreement - delayed until next FY
Capital Outlay/Special Request	01-7000-05-00	Police		$ (12,920.00)	Axon equipment agreement - delayed until next FY
Salaries - Public Services	01-4010-06-00	Public Serv		$ (18,055.00)	Vacancy savings
Salaries - Public Services Temp PT	01-4013-06-00	Public Serv		$ (4,400.00)	Summer Intern program
Overtime - Public Services	01-4015-06-00	Public Serv		$ 11,430.00	Overtime for minimum staffing requirements
Social Security - Public Services	01-4150-06-00	Public Serv		$ (845.00)	Vacancy savings
Health Insurance	01-4180-06-00	Public Serv		$ (14,235.00)	Escrow health insurance savings for future rate increase
Building Maint & Repairs	01-4900-06-00	Public Serv		$ 47,000.00	AC repl PD, PW, Library, Aquatics Center
Contract Services - Mowing	01-5245-06-00	Public Serv		$ (74,080.00)	Contractor did not maintain mowing schedule
Contract Services	01-5250-06-00	Public Serv		$ 14,100.00	Rick Trice contract
Sepcial Services - Planning	01-6650-06-00	Public Serv		$ 18,000.00	Contract planning services
Salaries - Parks	01-4010-07-00	Parks		$ (10,500.00)	Vacancy savings
Overtime - Parks	01-4015-07-00	Parks		$ (3,440.00)	Vacancy savings
Social Security - Parks	01-4150-07-00	Parks		$ (1,060.00)	Vacancy savings
TMRS - Parks	01-4160-07-00	Parks		$ (1,405.00)	Vacancy savings
Health Insurance	01-4180-07-00	Parks		$ 730.00	Coverage changes
Contract Services - Mowing	01-5245-07-00	Parks		$ (77,280.00)	Contractor did not maintain mowing schedule
Capital Outlay/Special Request	01-7000-07-00	Parks		$ 40,000.00	purchase 2 replacement mowers
Salaries - Recreation	01-4010-08-00	Recreation		$ 18,135.00	PT converted to FT
Salaries - Recreation Regular PT	01-4012-08-00	Recreation		$ (23,285.00)	Vacancy savings
Salaries - Recreation Temp PT	01-4013-08-00	Recreation		$ 10,345.00	Aquatic Center pay increases
Social Security - Recreation	01-4150-08-00	Recreation		$ 400.00	Personnel changes
TMRS - Recreation	01-4160-08-00	Recreation		$ 1,105.00	Personnel changes
Health Insurance	01-4180-08-00	Recreation		$ 3,050.00	Employee coverage changes add FT
Aquatic Supplies & Equipment	01-5233-08-00	Recreation		$ 15,500.00	Additional costs for Aquatic Center operations
Contract Services	01-5245-08-00	Recreation		$ (61,465.00)	Reduced programming
Capital Outlay/Special Request	01-7000-08-00	Recreation		$ 24,500.00	Aquatic Center repairs

YEAR END BUDGET ADJUSTMENTS
FY 2021-2022

ACCOUNT DESCRIPTION	ACCT NUMBER	DEPARTMENT	REVENUES	EXPENSES	COMMENTS
Capital Outlay/Special Request	01-7000-08-00	Recreation		$ 13,000.00	Fiber connection for Aquatic Center
Salaries - Library	01-4010-09-00	Library		$ 38,885.00	PT converted to FT
Salaries - Library Regular PT	01-4012-09-00	Library		$ (46,450.00)	Library staffing changes & Vacancy Savings
Salaries - Library Temp PT	01-4013-09-00	Library		$ (5,245.00)	Vacancy savings
Social Security - Library	01-4150-09-00	Library		$ (900.00)	Library staffing changes
TMRS - Library	01-4160-09-00	Library		$ (1,050.00)	Library staffing changes
Health Insurance	01-4180-09-00	Library		$ 13,915.00	Employee coverage changes add FT
Salaries - Inspections/Code	01-4010-10-00	Insp/Code		$ 44,660.00	Inspector & Permit Tech added
Salaries - Inspections/Code Reg PT	01-4012-10-00	Insp/Code		$ 2,390.00	Staffing changes
Social Security - Inspections/Code	01-4150-10-00	Insp/Code		$ 185.00	Staffing changes
TMRS - Inspections/Code	01-4160-10-00	Insp/Code		$ 9,515.00	Staffing changes
Health Insurance	01-4180-10-00	Insp/Code		$ 5,690.00	Employee coverage changes
Salaries - Animal Services	01-4010-11-00	Animal Serv		$ (24,930.00)	Vacancy Savings
Salaries - Animal Services Reg PT	01-4012-11-00	Animal Serv		$ 5,795.00	Increased PT hours
Salaries - Animal Services Temp PT	01-4013-11-00	Animal Serv		$ 1,910.00	Summer Intern Program
Overtime - Animal Services	01-4015-11-00	Animal Serv		$ 5,195.00	OT required due to vacancies
Social Security - Animal Services	01-4150-11-00	Animal Serv		$ (950.00)	Vacancy Savings
TMRS - Animal Services	01-4160-11-00	Animal Serv		$ (2,565.00)	Vacancy Savings
Health Insurance	01-4180-11-00	Animal Serv		$ (12,415.00)	Escrow health insurance savings for future rate increase
Health Insurance	01-4180-12-00	Fleet Maint		$ (1,100.00)	Escrow health insurance savings for future rate increase
Gasoline	01-4850-12-00	Fleet Maint		$ 50,000.00	Cost of fuel increases
Equipment Tires	01-4865-12-00	Fleet Maint		$ 5,725.00	Increased cost of tires
Parts	01-4930-12-00	Fleet Maint		$ 27,860.00	Increased cost of parts and fire truck repairs
Contract Repairs	01-4935-12-00	Fleet Maint		$ (18,000.00)	Fewer contract repairs needed
Dues & Subscriptions	01-6100-13-00	Econ Dev		$ 7,200.00	Increased advertising in business journals
Building Improvement Grants	01-6142-13-00	Econ Dev		$ (40,000.00)	Lower than budgeted grant funding
Capital Outlay/Special Request	01-7000-13-00	Econ Dev		$ (150,000.00)	Saginaw Blvd redevelopment funding not spent
Economic Dev Incentives	01-6141-13-00	Econ Dev		$ (30,000.00)	Transfer balance of Econ Dev incentives
Transfer to Escrow Fund	01-9221-13-00	Econ Dev		$ 30,000.00	Transfer balance of Econ Dev incentives
Transfer to Escrow Fund	01-9221-13-00	Econ Dev		$ 40,000.00	Transfer balance of BIG for future incentives
Health Insurance	01-4180-14-00	IT		$ (1,915.00)	Escrow health insurance savings for future rate increase
Capital Outlay/Special Request	01-7000-14-00	IT		$ (30,440.00)	PD equipment not needed due to Axon agreement
ADDITION TO FUND BALANCE			**$ -**	**$ 2,100,890.00**	
GENERAL FUND TOTAL			**$ 1,635,465.00**	**$ 1,635,465.00**	

YEAR END BUDGET ADJUSTMENTS
FY 2021-2022

ACCOUNT DESCRIPTION	ACCT NUMBER	DEPARTMENT	REVENUES	EXPENSES	COMMENTS
Debt Service Fund					
Excess Bond Proceeds	04-3600-00-00		$ 3,455.00		2022 bond sale
Property Tax Delinquent	04-3610-00-00		$ 9,350.00		Delinquent collections up
Property Tax Current	04-3620-00-00		$ 91,430.00		Favorable judgements by ARB
Interest Earnings	04-3950-00-00		$ 24,025.00		Higher interest rates
Bond Interest Payments	04-5475-00-00			$ (41,340.00)	2022 bond sale - accrued interest
ADDITION TO FUND BALANCE			**$ -**	**$ 169,600.00**	
DEBT SERVICE FUND TOTAL			**$ 128,260.00**	**$ 128,260.00**	

YEAR END BUDGET ADJUSTMENTS
FY 2021-2022

ACCOUNT DESCRIPTION	ACCT NUMBER	DEPARTMENT	REVENUES	EXPENSES	COMMENTS
Enterprise Fund					
Water Sales	05-3640-00-00		$ 1,728,760.00		Increased water sales
Wastewater Service	05-3642-00-00		$ 362,645.00		Increased wastewater service
Water Tap Fees	05-3646-00-00		$ (3,635.00)		Decreased water tap fees
Wastewater Tap Fees	05-3648-00-00		$ (7,575.00)		Decreased wastewater tap fees
Wastewater Surcharge	05-3650-00-00		$ 204,935.00		Increased surcharge
Penalties	05-3671-00-00		$ 14,400.00		Increased penalties
Other Income	05-3910-00-00		$ (11,015.00)		Fewer cut off fees
Interest Earnings	05-3950-00-00		$ 57,885.00		Higher than projected interest rate
Transfer from EF Escrow	05-9125-00-00		$ (634,550.00)		delay in NW Booster Pump & Meter upgrade
Salaries - Water/Wastewater	05-4010-50-00	W/WW		$ (57,185.00)	Vacancy savings
Salaries - W/WW Temp PT	05-4013-50-00	W/WW		$ (8,140.00)	Summer Intern program
Social Security	05-4150-50-00	W/WW		$ (5,000.00)	Vacancy savings
TMRS	05-4160-50-00	W/WW		$ (9,150.00)	Vacancy savings
Health Insurance	05-4180-50-00	W/WW		$ (40,530.00)	Escrow health insurance savings for future rate increase
Transfer to Escrow Fund	05-9225-00-00	W/WW		$ 40,530.00	Escrow health insurance savings for future rate increase
Data Processing Expense	05-4300-50-00	W/WW		$ (11,500.00)	order delays for technology
Water Meters & Supplies	05-4975-50-00	W/WW		$ 46,720.00	large order of meters while available
Contract Services - Misc	05-5250-50-00	W/WW		$ 12,400.00	Rick Trice contract
Dues and Subscriptions	05-6100-50-00	W/WW		$ 2,000.00	TCEQ water system fee
Educational Training	05-6150-50-00	W/WW		$ 5,665.00	New employee training and certifications
Engineering Fees	05-6200-50-00	W/WW		$ 27,975.00	Higher non-project engineering expense
Power to Pumps	05-6350-50-00	W/WW		$ (20,000.00)	Decreased electricity for pumps expense
Water - Fort Worth	05-6810-50-00	W/WW		$ 530,000.00	Increased water sales
Wastewater - Fort Worth	05-6820-50-00	W/WW		$ 310,000.00	Increased wastewater service
Saginaw Blvd 16" WL	05-7022-55-00	W/WW		$ (36,275.00)	Project savings
NW Booster Pump Station	05-7027-55-00	W/WW		$ (348,275.00)	delay in NW Booster Pump
Ft Worth Meter Stn Upgrade	05-7028-55-00	W/WW		$ (250,000.00)	Project delayed
Beltmill Booster Pump Station	05-7029-55-00	W/WW		$ (929,535.00)	delay in Beltmill Booster Pump
Fairmount Sewer Rehab PH2	05-7031-55-00	W/WW		$ 85,000.00	Engr contract approved by City Council 5/3/2022
ADDITION TO FUND BALANCE				**$ 2,367,150.00**	
ENTERPRISE FUND TOTAL			**$ 1,711,850.00**	**$ 1,711,850.00**	

YEAR END BUDGET ADJUSTMENTS
FY 2021-2022

ACCOUNT DESCRIPTION	ACCT NUMBER	DEPARTMENT	REVENUES	EXPENSES	COMMENTS
Capital Projects Fund					
Bond Proceeds	06-3600-00-00		$ 22,260,000.00		Bond Proceeds - 2022 General Obligation Bonds
Bond Premium	06-3601-00-00		$ 1,721,950.00		Bond Proceeds - 2022 General Obligation Bonds
BB Rd - Tarrant County Reimb.	06-3851-00-00		$ (1,677,250.00)		Reimbursement complete
Interest - Tarrant County Part	06-3969-00-00		$ 2,675.00		Higher than projected interest rate
Interest - 2020 proceeds	06-3976-00-00		$ 62,560.00		Higher than projected interest rate
Interest - 2021 proceeds	06-3977-00-00		$ 55,815.00		Higher than projected interest rate
Interest - 2022 proceeds	06-3978-00-00		$ 127,040.00		Higher than projected interest rate
Old Decatur Rd	06-1507-20-00			$ (53,050.00)	Estimated design completed through year end
Fire Station	06-1509-20-00			$ (4,842,795.00)	Fire Station funding carried forward
Street/Sidewalk improvements	06-1514-20-00			$ (755,590.00)	Engr only for sidewalks through year end
Blue Mound/Industrial Imprv	06-1516-20-00			$ (358,830.00)	Estimated work completed through year end
Knowles/BB Signal	06-1517-20-00			$ 11,425.00	Final estimated for project
Knowles Dr	06-1507-21-00			$ (3,800,000.00)	Estimated work completed through year end
Sr Citizens Center	06-5006-21-00			$ (345,910.00)	Estimated work completed through year end
Library	06-6021-21-00			$ (747,555.00)	Estimated work completed through year end
Bond Sales Expenses	06-5115-22-00			$ 281,955.00	2022 GO Bond Sale Expense
BB Overpass	06-4052-45-00			$ 623,840.00	Estimated work completed through year end
ADDITION TO FUND BALANCE				**$ 32,539,300.00**	
CAPITAL PROJECTS FUND TOTAL			**$ 22,552,790.00**	**$ 22,552,790.00**	
CRIME CONTROL AND PREVENTION DISTRICT FUND					
State Sales Tax	11-3680-00-00		$ 335,605.00		Increased sales
Interest Earnings	11-3950-00-00		$ 6,785.00		Higher interest rates
Capital Outlay/Special Requests	11-7000-00-00			$ (239,265.00)	(4) Patrol vehicles on back order
ADDITION TO FUND BALANCE				**$ 581,655.00**	
CCPD FUND TOTAL			**$ 342,390.00**	**$ 342,390.00**	
Police Expendable Trust Fund					
Asset Forfeitures	12-3880-00-00		$ 3,860.00		Forfeitures collected
Supplies	12-4970-00-00			$ (3,290.00)	No expenses in current year
ADDITION TO FUND BALANCE				$ 7,150.00	
POLICE EXPENDABLE TRUST FUND TOTAL			**$ 3,860.00**	**$ 3,860.00**	

YEAR END BUDGET ADJUSTMENTS
FY 2021-2022

ACCOUNT DESCRIPTION	ACCT NUMBER	DEPARTMENT	REVENUES	EXPENSES	COMMENTS
Drainage Utility Fund					
Drainage Utility Fees	14-3645-00-00		$ 15,310.00		Higher than budgeted drainage fees
Interest Earnings	14-3950-00-00		$ 22,780.00		Higher interest rates
East Cement Creek Project	14-7000-00-00			$ (1,603,500.00)	Project delay
ADDITION TO FUND BALANCE				$ 1,641,590.00	
DRAINAGE UTILITY FUND TOTAL			**$ 38,090.00**	**$ 38,090.00**	
Street Maintenance Fund					
State Sales Tax	16-3680-00-00		$ 108,020.00		Increased sales
Interest Earnings	16-3950-00-00		$ 11,820.00		Higher than projected interest rate
Industrial Streets	16-4001-00-00			$ (33,000.00)	Repairs delayed due to concrete shortage
South Streets	16-4008-00-00			$ (240,000.00)	Repairs delayed due to County staffing shortages
Contract Maint & Repairs	16-4935-00-00			$ (55,000.00)	Crack seal delayed due to contractor staffing shortages
Capital Outlay/Special Requests	16-7000-00-00			$ (434,480.00)	delayed Burlington Road reconstruction
ADDITION TO FUND BALANCE				$ 882,320.00	
STREET MAINTENANCE FUND TOTAL			**$ 119,840.00**	**$ 119,840.00**	
Donation Fund					
Donations Revenue	20-3940-00-00		$ 9,270.00		Increased voluntary donations
Interest Earnings	20-3950-00-00		$ 3,065.00		Higher than projected interest rate
Donations Revenue	20-3910-65-00		$ 2,000.00		Police Donations - vests
Donations Revenue	20-3940-65-00		$ 175.00		Police Donations
T Shirt Sales	20-3906-67-00		$ 2,225.00		Estimated T Shirt sales
Donations Revenue	20-3940-67-00		$ 5,840.00		Estimated additional Train and Grain Donations
Special Programs	20-5232-61-00			$ 9,110.00	July 4th celebration
Capital Outlay/Special Requests	20-7000-61-00			$ 22,215.00	Holiday light display
Special Requests	20-7000-63-00			$ (25,000.00)	No public art project this year
Supplies	20-4750-67-00			$ 6,500.00	Train and Grain supplies
ADDITION TO FUND BALANCE			**$ -**	$ 9,750.00	
DONATION FUND TOTAL			**$ 22,575.00**	**$ 22,575.00**	

YEAR END BUDGET ADJUSTMENTS
FY 2021-2022

ACCOUNT DESCRIPTION	ACCT NUMBER	DEPARTMENT	REVENUES	EXPENSES	COMMENTS
General Escrow Fund					
Hotel/Motel Tax	21-3677-31-00		$ 7,100.00		Higher than budgeted Hotel/Motel tax
Interest Earnings	21-3950-31-00		$ 260.00		Higher interest rates - Hot/Mot tax
Entertainment Expense	21-5232-31-00			$ 15,000.00	Gambian Delegation expense
Hotel/Motel Tax	21-3677-32-00		$ 15,390.00		Higher than budgeted Hotel/Motel tax
Interest Earnings	21-3950-32-00		$ 1,360.00		Higher interest rates - Hot/Mot tax
Court Technology Fees	21-3515-33-00		$ 840.00		Court operations resumed - catching up on back log
Interest Earnings	21-3950-33-00		$ 95.00		Higher interest rates - Court Tech
Court Security Fees	21-3517-34-00		$ 1,830.00		Court operations resumed - catching up on back log
Interest Earnings	21-3950-34-00		$ 870.00		Higher interest rates - Court Security
Interest Earnings	21-3950-35-00		$ 600.00		Higher interest rates - Sag Spring Creek escrow
Interest Earnings	21-3950-41-00		$ 400.00		Higher interest rates - Econ Dev Incentive
Interest Earnings	21-3950-42-00		$ 540.00		Higher interest rates - FM287/McLeroy turn lane
Insurance Claims	21-3904-43-00		$ 98,100.00		Higher than average claims year
Interest Earnings	21-3950-43-00		$ 1,330.00		Higher interest rates - Insurance
Maintenance & Repairs	21-4900-43-00			$ 91,370.00	Higher than average claims year
Insurance Deductibles	21-6501-43-00			$ (5,000.00)	Not needed in 21/22
Capital Outlay	21-7000-43-00			$ 26,975.00	Replaced totaled PW vehicle
Interest Earnings	21-3950-45-00		$ 1,000.00		Higher interest rates - GF equipment repl
Interest Earnings	21-3950-48-00		$ 1,290.00		Higher interest rates - Industrial Blvd imprv
Interest Earnings	21-3950-49-00		$ 5,125.00		Higher interest rates - ODR improvements
Interest Earnings	21-3950-59-00		$ 1,115.00		Higher interest rates - insurance stabilization
Other Income	21-3910-70-00		$ 25,040.00		Escrow contribution McLeroy sidewalks
Interest Earnings	21-3950-70-00		$ 150.00		Higher interest rates - McLeroy sidewalks
Other Income	21-3910-71-00		$ 188,890.00		Escrow contribution Knowles sidewalks
Interest Earnings	21-3950-71-00		$ 110.00		Higher interest rates - Knowles sidewalks
Transfer from General Fund	21-9101-00-00		$ 92,515.00		Escrow health insurance savings for future rate increase
Transfer from General Fund	21-9101-00-00		$ 70,000.00		Transfer balance of Econ Dev incentives
ADDITION TO FUND BALANCE				$ 385,605.00	
GENERAL ESCROW FUND TOTAL			**$ 513,950.00**	**$ 513,950.00**	

YEAR END BUDGET ADJUSTMENTS
FY 2021-2022

ACCOUNT DESCRIPTION	ACCT NUMBER	DEPARTMENT	REVENUES	EXPENSES	COMMENTS
Enterprise Escrow Fund					
Transfer from Enterprise Fund	25-9105-00-00		$ 40,530.00		Escrow health insurance savings for future rate increase
Interest Earnings	25-3950-51-00		$ 6,825.00		Interest earning on water impact fees
Transfer to W/WW Fund	25-9205-51-00			$ (634,550.00)	delay in NW Booster Pump & Meter upgrade
ADDITION TO FUND BALANCE			**$ -**	$ 681,905.00	
ENTERPRISE ESCROW FUND TOTAL			**$ 47,355.00**	**$ 47,355.00**	
Beltmill PID 1					
PID Assessment commercial	31-3655-00-00		$ 6,225.00		First year public improvement district assessment
PID Assessment MF residential	31-3656-00-00		$ 16,910.00		First year public improvement district assessment
PID Assessment SF residential	31-3657-00-00		$ 11,860.00		First year public improvement district assessment
Interest Earnings	31-3950-00-00		$ 200.00		Interest earning on PID assessments
Contract Services	31-5250-00-00			$ 12,445.00	Administrative consultant fees
ADDITION TO FUND BALANCE			**$ -**	$ 22,750.00	
BELTMILL PID FUND TOTAL			**$ 35,195.00**	**$ 35,195.00**	

CITY OF SAGINAW
RESOLUTION NO. 2022-22

BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS ADOPTING A REVISED BUDGET FOR THE CITY OF SAGINAW FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022

WHEREAS, in accordance with Chapter 102 of the Texas Local Government Code and Article XII of the City Charter, notice of a public hearing before the City Council was published in the official newspaper of the City to consider adoption of the revised budget for the City of Saginaw, Texas, for the fiscal year beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, the City Council has heretofore held the public hearing to receive public comment on the proposed revised budget; and

WHEREAS, the City Council is of the opinion and finds that the revised budget is in the best interest of the municipal taxpayers and that it should be adopted and approved as presented.

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

1. That the revised budget prepared by City Staff and filed with the City Secretary, with such modifications and amendments as have been made by the City Council, a copy of which revised budget with any and all such modifications and amendments is attached hereto and incorporated by reference as part of this Resolution, be and the same is hereby approved and adopted as the budget for the operation of the City of Saginaw, Texas, for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

2. That a copy of said budget as hereby adopted is hereby authorized to be filed with the City Secretary at all offices required by law.

ADOPTED AND APPROVED this the 20th day of September, 2022.

APPROVED:

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, City Attorney

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (6)

Staff Contact: Susy Victor-Trevino
Planning Manager

E-mail: svictor@saginawtx.org

Phone: 8172300440

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

BACKGROUND/DISCUSSION:
See attachments.

A hardcopy of the plats will be available at the meeting.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
The Planning and Zoning Commission recommends approval of the preliminary plat and final plat.

ATTACHMENTS:

Description

P&Z Info--Preliminary & Final Plat

Absent: Member Allen

(5) PZ 0922-01
Consideration and Action Regarding a Request to Consider a Preliminary Plat for property located on Abstract 119, Tract 1 and 1F03, James H. Biles Survey, and Lot 16A out of Edgar Kerr's Subdivision located at 361 and 451 E. McLeroy Boulevard.

Management Analyst, Salvador Gonzalez, reviewed the information in the members' packets and introduced Matt Baacke to speak the Commission about additional details regarding the preliminary plat.

During Matt Baacke's address to the Commission, he answered questions from the Commission regarding their concerns traffic, signage and parking.

A motion was made by Member Larson with a second by Vice-Chairman LaBruyere to recommend that the City Council approve a request to consider a Preliminary Plat for property located on Abstract 119, Tract 1 and 1F03, James H. Biles Survey, and Lot 16A out of Edgar Kerr's Subdivision located at 361 and 451 E. McLeroy Boulevard.

For: Chairman Barngrover, Vice-Chairman LaBruyere,
Members Larson and Alternate Member Krause

Against: Member Wooten

Absent: Member Allen

(6) PZ 0922-02
Consideration and Action Regarding a Request to Consider a Final Plat for property located on Abstract 119, Tract 1 and 1F03, James H. Biles Survey, and Lot 16A out of Edgar Kerr's Subdivision located at 361 and 451 E. McLeroy Boulevard.

Management Analyst, Salvador Gonzalez, reviewed the information in the members' packets and informed the Commission that the previous item and the current item applied to the same property; both plats independently need action. Gonzalez introduced Matt Baacke to speak the Commission about additional details regarding the final plat and answered questions pertaining to the final plat.

A motion was made by Vice-Chairman LaBruyere with a second by Member Larson to recommend that the City Council approve a request to consider a Final Plat for property located on Abstract 119, Tract 1 and 1F03, James H. Biles Survey, and Lot 16A out of Edgar Kerr's Subdivision located at 361 and 451 E. McLeroy Boulevard.

For: Chairman Barngrover, Vice-Chairman LaBruyere,
Members Larson and Alternate Member Krause

Against: Member Wooten

Absent: Member Allen

(7) PZ 0922-03 PUBLIC HEARING
Consideration and Action Regarding a Request to Consider a Request for a Specific Use Permit to Allow the Operation of an Auto Impound Lot/Wrecker Business on Property located on Abstract 345, Tracts 2X and 2N, David Cook Survey located at 200 S. Blue Mound Road

Chairman Barngrover opened the Public Hearing at 6:11 p.m.

City of Saginaw
Planning and Zoning

Falcon Distribution Center Preliminary Plat

Date: September 13, 2022

To: Chairman and Members of the Planning and Zoning Commission

From: Susy Victor-Trevino, Planning Manager

Subject: Public Hearing - Consideration and Action Regarding a Request to Consider a Preliminary Plat for property located on Abstract 119, Tract 1 and 1F03, James H. Biles Survey, and Lot 16A out of Edgar Kerr's Subdivision located at 361 and 451 E. McLeroy Boulevard.

Background/Discussion:

The applicant has submitted a request to consider a request for a preliminary plat for property located on Abstract 119, Tract 1 and 1F03, James H. Biles Survey, and Lot 16A out of Edgar Kerr's Subdivision located at 361 and 451 E. McLeroy Boulevard.

Staff review of the applicant's preliminary plat has been completed.

If you have any questions regarding this preliminary plat request, please let me know.

Staff Recommendation:

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

Attachments:

Preliminary Plat for Falcon Distribution Center

09/013/2022 P&Z Packet Page #8

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

CASE NUMBER: PZ 0922-01

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

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

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

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

REQUEST FOR CONSIDERATION OF

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

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

LOT:_____ BLOCK:_____ ADDITION:_____

TRACT:_____ ABSTRACT No. 1408 No. 58 No. 119 SURVEY: D. Strickland J. Armendaris James H. Biles

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

ADDRESS and/ or LOCATION OF PROPERTY: 361 E McLeroy Blvd., 451 E McLeroy Blvd

NAME OF PROPOSED DEVELOPMENT: Falcon Saginaw Distribution Center

TOTAL ACREAGE OF PROPERTY: 38.544

(use additional sheets and attach if necessary)

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

OWNER'S SIGNATURE: _____ PHONE #: 713-855-0091

and/or OPTION HOLDER: _____ PHONE #: _____

OWNER'S NAME:(Please Print) Falcon Saginaw Owner, LLC

OWNER'S ADDRESS: 5440 Harvest Hill Road, Suite 250, Dallas, TX 75230

APPLICANT'S SIGNATURE: _____ PHONE # : 713-855-0091

APPLICANT'S NAME: Falcon Commercial Development

APPLICANT'S ADDRESS: 5440 Harvest Hill Road, Suite 250, Dallas, TX 75230

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: BVT DATE: _____ TIME: _____

FEE FOR APPLICATION: _____ RECEIPT #: _____

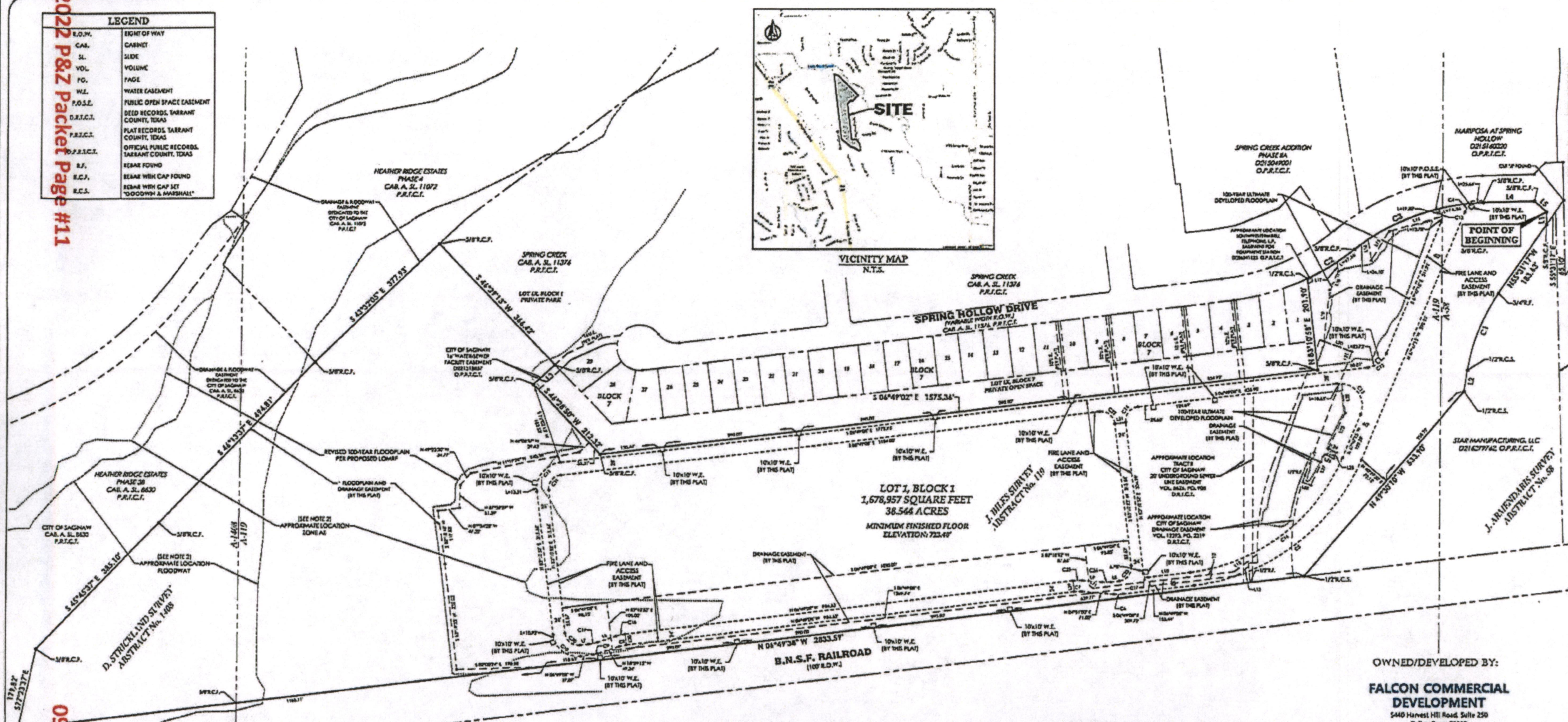
SUBMITTED INFORMATION REVIEWED BY: DRC

PLANNING AND ZONING COMMISSION MEETING DATE: 09/13/22

ACTION TAKEN: _____

CITY COUNCIL MEETING DATE: 09/20/22

ACTION TAKEN: _____



LEGEND	
R.O.W.	RIGHT OF WAY
CAB.	CABINET
SL.	SLIDE
VOL.	VOLUME
PG.	PAGE
W.E.	WATER EASEMENT
P.O.S.E.	PUBLIC OPEN SPACE EASEMENT
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS, TARRANT COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
R.F.	REBAR FOUND
R.C.F.	REBAR WITH CAP FOUND
R.C.S.	REBAR WITH CAP SET "GOODWIN & MARSHALL"

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S88°38'43"W	27.70'
L2	N00°32'10"W	48.79'
L3	N43°37'08"W	64.03'
L4	S01°34'05"E	112.43'
L5	S43°22'24"W	33.38'
L6	N18°29'15"W	42.19'
L7	N06°49'08"W	17.91'
L8	N06°49'08"W	17.91'
L9	N04°51'00"E	42.19'
L10	N06°49'08"W	91.33'
L11	S38°10'32"W	10.38'

LINE TABLE

LINE #	BEARING	DISTANCE
L12	S38°49'05"E	61.85'
L13	N38°49'08"W	33.68'
L14	N13°31'39"W	119.76'
L15	N58°46'58"W	74.13'
L16	N80°11'03"E	43.87'
L17	S80°11'03"W	20.41'
L18	N63°23'44"W	45.04'
L19	N84°06'38"W	113.80'
L20	S20°12'36"W	65.33'
L21	N69°46'24"W	43.37'
L22	S43°00'23"W	66.12'

LINE TABLE

LINE #	BEARING	DISTANCE
L23	N63°09'24"W	83.29'
L24	S24°50'36"W	19.70'
L25	N65°09'24"W	15.00'
L26	N24°50'36"E	19.70'
L27	N63°09'24"W	74.71'
L28	N18°08'13"E	19.79'
L29	N83°10'32"E	24.00'
L30	N83°10'32"E	24.00'
L31	S06°49'05"E	24.00'

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	415.00'	182.28'	23°09'35"	N68°20'36"W	180.82'
C2	530.00'	121.38'	13°07'18"	S32°05'24"E	121.11'
C3	470.00'	303.76'	37°01'48"	S20°05'41"E	298.50'
C4	50.00'	23.41'	26°49'43"	N34°22'23"W	23.20'
C5	450.00'	478.83'	60°58'07"	N37°18'11"W	456.37'
C6	100.00'	20.37'	11°40'08"	N00°39'04"W	20.33'
C7	76.00'	15.48'	11°40'08"	N00°39'04"W	15.45'
C8	76.00'	15.48'	11°40'08"	N12°39'12"W	15.45'
C9	54.00'	11.00'	11°40'08"	N12°39'12"W	10.98'
C10	54.00'	84.82'	90°00'00"	N38°10'32"E	76.37'
C11	58.00'	91.11'	90°00'00"	S51°49'08"E	82.02'
C12	50.00'	53.21'	60°58'07"	S37°18'11"E	50.73'
C13	25.00'	32.58'	74°40'01"	N74°52'43"E	30.32'
C14	30.00'	47.12'	90°00'00"	S31°49'08"E	42.43'
C15	50.00'	103.87'	119°01'33"	S32°41'49"W	86.18'
C16	410.00'	436.38'	60°58'07"	N37°18'11"W	415.99'
C17	10.00'	15.71'	90°00'00"	N38°10'32"E	14.14'
C18	100.00'	20.37'	11°40'08"	N12°39'12"W	20.33'
C19	100.00'	20.37'	11°40'08"	N12°39'12"W	20.33'
C20	30.00'	47.12'	90°00'00"	N38°10'32"E	42.43'

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C21	30.00'	47.12'	90°00'00"	S51°49'08"E	42.43'
C22	30.00'	47.12'	90°00'00"	S38°10'52"W	42.43'
C23	30.00'	47.12'	90°00'00"	N51°49'08"W	42.43'
C24	100.00'	20.37'	11°40'08"	N00°39'04"W	20.33'
C25	100.00'	20.37'	11°40'08"	N00°39'04"W	20.33'

OWNED/DEVELOPED BY:

FALCON COMMERCIAL DEVELOPMENT
5440 Harvest Hill Road, Suite 250
Dallas, Texas 75230
Contact: Ben Newell
713-455-0091

PREPARED BY:

GMcivil
Engineering & Surveying

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.
Issued for review 8/23/2022 3:54 PM

PRELIMINARY PLAT
FALCON SAGINAW DISTRIBUTION CENTER
BEING 38.544 ACRES
SITUATED IN THE
J. ARMENDARIS SURVEY, ABSTRACT No. 58
J. BILES SURVEY, ABSTRACT No. 119
D. STRCKLAND SURVEY, ABSTRACT No. 1408
CITY OF SAGINAW, TARRANT COUNTY, TEXAS
FEBRUARY 2022

SHEET 1 of 2

09/013/2022 P&Z Packet Page #11

09/13/2022 P&Z Packet Page #12

STATE OF TEXAS:

COUNTY OF TARRANT:

OWNER'S ACKNOWLEDGMENT AND DEDICATION

I (we), the undersigned, owner(s) of the land shown on this plat within the area described by metes and bound as follows:

BEING a tract of land situated in the J. Armendaris Survey, Abstract No. 58, the J. Biles Survey, Abstract No. 119, and the D. Strickland Survey, Abstract No. 1408, City of Saginaw, Tarrant County, Texas, being that tract of land as described in deed to Falcon Saginaw Owner, LLC, recorded in D221314731, Official Public Records, Tarrant County, Texas (OPRTCT), and being more particularly described as follows:

BEGINNING at a 5/8" rebar capped Carter & Burgess found at a R.O.W. clip corner at the intersection of the north line of McLeroy Boulevard East and the west line of Spring Hollow Drive (said intersection per plat recorded in Cabinet A, Slide 11376, Plat Records, Tarrant County, Texas), being the most southerly southeast corner of said Falcon Saginaw Owner tract;

THENCE South 68 degrees 38 minutes 43 seconds West, along the north line of said McLeroy Boulevard East and the south line of said Falcon Saginaw Owner tract, a distance of 27.70 feet (plat 27.89 feet) to a 5/8" rebar capped Carter & Burgess found at the most southerly southwest corner of said Falcon Saginaw Owner tract, said point lying in the northerly line of a tract of land as described in deed to Star Manufacturing, LLC, recorded in D316379742, OPRTCT, from which a cut X found at the most easterly corner of said Star Manufacturing tract bears South 33 degrees 31 minutes 17 seconds East, 65.10 feet;

THENCE departing the north line of said McLeroy Boulevard East, along the southerly line of said Falcon Saginaw Owner tract and the northerly line of said Star Manufacturing tract, as follows:

North 25 degrees 31 minutes 17 seconds West, a distance of 183.63 feet to a 3/4" rebar found at the beginning of a non-tangent curve to the left, having a radius of 413.02 feet;

Northwesterly, along said curve, having a central angle of 25 degrees 09 minutes 38 seconds, an arc distance of 182.26 feet, and a chord that bears North 68 degrees 30 minutes 36 seconds West, 180.82 feet to a 1/2" rebar capped Goodwin & Marshall set at the end of said curve;

North 80 degrees 52 minutes 18 seconds West, non-tangent to said curve, a distance of 48.79 feet a 1/2" rebar capped Goodwin & Marshall set;

North 49 degrees 30 minutes 10 seconds West, a distance of 533.90 feet to a 1/2" rebar capped Goodwin & Marshall set in the east line of the D.M.S.F. Railroad (100' R.O.W.), being the most westerly southwest corner of said Falcon Saginaw Owner tract and the northwest corner of said Star Manufacturing tract;

THENCE North 06 degrees 49 minutes 38 seconds West, along the east line of said D.M.S.F. Railroad R.O.W. and the west line of said Falcon Saginaw Owner tract, at a distance of 2330.29 feet passing a 5/8" rebar capped Carter & Burgess found, continuing a total distance of 2,632.59 feet to a 1/2" rebar capped Goodwin & Marshall set at the northwest corner of said Falcon Saginaw Owner tract and the southwest corner of the final plat of Heather Ridge Estates, Phase 3B, an addition to the City of Saginaw, Tarrant County, Texas as recorded in Cabinet A, Slide 8638, Plat Records, Tarrant County, Texas (PRTCT);

THENCE along the southerly line of said Heather Ridge Estates, Phase 3B and the northerly line of said Falcon Saginaw Owner tract, as follows:

South 77 degrees 23 minutes 37 seconds East, a distance of 179.82 feet (plat 180.00 feet) to a 5/8" rebar capped Carter & Burgess found;

South 45 degrees 45 minutes 37 seconds East, a distance of 385.10 feet (plat 385.00 feet) to a 5/8" rebar capped Carter & Burgess found;

South 46 degrees 13 minutes 37 seconds East, a distance of 494.81 feet (plat 495.00 feet) to a 5/8" rebar capped Carter & Burgess found at the most southerly corner of said Heather Ridge Estates, Phase 3B and the most westerly corner of the final plat of Heather Ridge Estates, Phase 4, an addition to the City of Saginaw, Tarrant County, Texas as recorded in Cabinet A, Slide 11092, PRTCT;

THENCE South 45 degrees 32 minutes 55 seconds East, along the southerly line of said Heather Ridge Estates, Phase 4 and the northerly line of said Falcon Saginaw Owner tract, a distance of 577.93 feet to a 5/8" rebar capped Carter & Burgess found at the most easterly northeast corner of said Falcon Saginaw Owner tract and the most northerly corner of Lot 1X, Block 1 of Spring Creek, an addition to the City of Saginaw, Tarrant County, Texas as recorded in Cabinet A, Slide 11376, PRTCT;

THENCE South 46 degrees 29 minutes 13 seconds West, along the northwesterly line of said Lot 1X, Block 1, a distance of 366.42 feet to a 5/8" rebar capped Carter & Burgess found at the most northerly east corner of Lot 1X, Block 7 of said Spring Creek addition;

THENCE North 43 degrees 37 minutes 08 seconds West, departing the northwesterly line of said Lot 1X, Block 1, along the a northeasterly line of said Lot 1X, Block 7, a distance of 64.03 feet to a 5/8" rebar capped Carter & Burgess found;

THENCE South 46 degrees 28 minutes 30 seconds West, along the northwesterly line of said Lot 1X, Block 7, a distance of 212.32 feet (plat 212.44 feet) to a 5/8" rebar capped Carter & Burgess found at an angle point in the west line of said Lot 1X, Block 7;

THENCE South 06 degrees 49 minutes 02 seconds East, along the west line said Lot 1X, Block 7, a distance of 1,575.26 feet to a 5/8" rebar capped Carter & Burgess found at the southwest corner of said Lot 1X, Block 7;

THENCE North 83 degrees 10 minutes 58 seconds East, along the south line of said Lot 1X, Block 7 and Lot 1, Block 7 of said Spring Creek addition, a distance of 201.90 feet to a 1/2" rebar capped Goodwin & Marshall set in the west line of aforementioned Spring Hollow Drive (variable width R.O.W.) at the southeast corner of said Lot 1, Block 7;

THENCE along the west line of said Spring Hollow Drive, as follows:

Southeasterly, along a non-tangent curve to the left, having a radius of 330.00 feet, a central angle of 13 degrees 07 minutes 18 seconds, an arc distance of 121.38 feet, and a chord that bears South 32 degrees 05 minutes 24 seconds East, 121.11 feet to a 5/8" rebar capped Carter & Burgess found at the beginning of a curve to the right, having a radius of 470.00 feet;

Southeasterly, along said curve, having a central angle of 37 degrees 01 minute 46 seconds, an arc distance of 303.78 feet (plat 303.62 feet), and a chord that bears South 20 degrees 03 minutes 41 seconds East, 298.50 feet to a 5/8" rebar capped Carter & Burgess found at the end of said curve;

South 01 degrees 36 minutes 05 seconds East, non-tangent to said curve, a distance of 112.45 feet (plat 112.60 feet) to a 5/8" rebar capped Carter & Burgess found at a R.O.W. clip corner;

South 43 degrees 22 minutes 24 seconds West, along a R.O.W. clip line, a distance of 35.38 feet to the POINT OF BEGINNING and containing 1,678,937 square feet or 38.544 acres of land.

Designated herein as the FALCON SAGINAW DISTRIBUTION CENTER 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, rights-of-way and public places thereon shown for the purpose and consideration therein expressed.

FALCON SAGINAW OWNER, LLC, a Delaware limited liability company

By: _____

Date: _____

STATE OF TEXAS:
COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this the ____day of_____ 2022.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS:

CERTIFICATE OF SURVEYOR

COUNTY OF TARRANT:

I, the undersigned, a Registered Professional 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.

_____
Joel S. Barton
Registered Professional Land Surveyor No. 4914
GMcivil
2559 SW Grapevine Pkwy
Grapevine, Texas
(817)329-4373

PLAT NOTE:

UTILITY EASEMENTS:

Any public utility, including the city, 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, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

DRAINAGE EASEMENT RESTRICTION:

No 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.

FLOODPLAIN RESTRICTION:

No construction, without the written approval of the city, shall be allowed within a floodplain 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 fully developed flood elevation based on land use.

NOTES:

1. Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

2. According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 48439C0180L, map revised March 21, 2019 - the property platted hereon appears to be in ZONE X NON-SHADED (Areas determined to be outside the 0.2% annual chance floodplain), ZONE X SHADED (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood), ZONE AE (Special Flood Hazard Areas subject to inundation by the 1% annual chance flood - Base Flood Elevations determined) and the FLOODWAY.

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

BY:
CHAIRMAN _____

ATTEST:
CITY SECRETARY _____

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

BY:
MAYOR _____

ATTEST:
CITY SECRETARY _____

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.
Issued for review 8/25/2022 2:54 PM

OWNED/DEVELOPED BY:

FALCON COMMERCIAL DEVELOPMENT
5440 Harvest Hill Road, Suite 250
Dallas, Texas 75230
Contact: Ben Newell
713-855-0091

PREPARED BY:

GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
Texas Firm # 14744 | Surveyor Firm # 10211700

PRELIMINARY PLAT
FALCON SAGINAW DISTRIBUTION CENTER
BEING 38.544 ACRES
SITUATED IN THE
J. ARMENDARIS SURVEY, ABSTRACT No. 58
J. BILES SURVEY, ABSTRACT No. 119
D. STRICKLAND SURVEY, ABSTRACT No. 1408
CITY OF SAGINAW, TARRANT COUNTY, TEXAS
FEBRUARY 2022

SHEET 2 of 2

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09/13/2022 P&Z Packet Page #12

City of Saginaw
Planning and Zoning

Falcon Distribution Center Final Plat

Date: September 13, 2022

To: Chairman and Members of the Planning and Zoning Commission

From: Susy Victor-Trevino, Planning Manager

Subject: Public Hearing - Consideration and Action Regarding a Request to Consider a Final Plat for property located on Abstract 119, Tract 1 and 1F03, James H. Biles Survey, and Lot 16A out of Edgar Kerr's Subdivision located at 361 and 451 E. McLeroy Boulevard.

Background/Discussion:

The applicant has submitted a request to consider a request for a final plat for property located on Abstract 119, Tract 1 and 1F03, James H. Biles Survey, and Lot 16A out of Edgar Kerr's Subdivision located at 361 and 451 E. McLeroy Boulevard.

Staff review of the applicant's final plat has been completed.

If you have any questions regarding this final plat request, please let me know.

Staff Recommendation:

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

Attachments:

Final Plat for Falcon Distribution Center

09/013/2022 P&Z Packet Page #13

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

CASE NUMBER: PZ 0922-2

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

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

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

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

REQUEST FOR CONSIDERATION OF

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

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

LOT:_____ BLOCK:_____ ADDITION:_____

TRACT:_____ ABSTRACT No. 1408 No. 58 No. 119 SURVEY: D. Strickland J. Armendaris James H. Biles

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

ADDRESS and/ or LOCATION OF PROPERTY: 361 E McLeroy Blvd., 451 E McLeroy Blvd

NAME OF PROPOSED DEVELOPMENT: Falcon Saginaw Distribution Center

TOTAL ACREAGE OF PROPERTY: 38.544

(use additional sheets and attach if necessary)

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

OWNER'S SIGNATURE: _____ PHONE #: 713-855-0091

and/or OPTION HOLDER: _____ PHONE #: _____

OWNER'S NAME:(Please Print) Falcon Saginaw Owner, LLC

OWNER'S ADDRESS: 5440 Harvest Hill Road, Suite 250, Dallas, TX 75230

APPLICANT'S SIGNATURE: _____ PHONE # : 713-855-0091

APPLICANT'S NAME: Falcon Commercial Development

APPLICANT'S ADDRESS: 5440 Harvest Hill Road, Suite 250, Dallas, TX 75230

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: NT DATE: _____ TIME: _____

FEE FOR APPLICATION: _____ RECEIPT #: _____

SUBMITTED INFORMATION REVIEWED BY: DRC

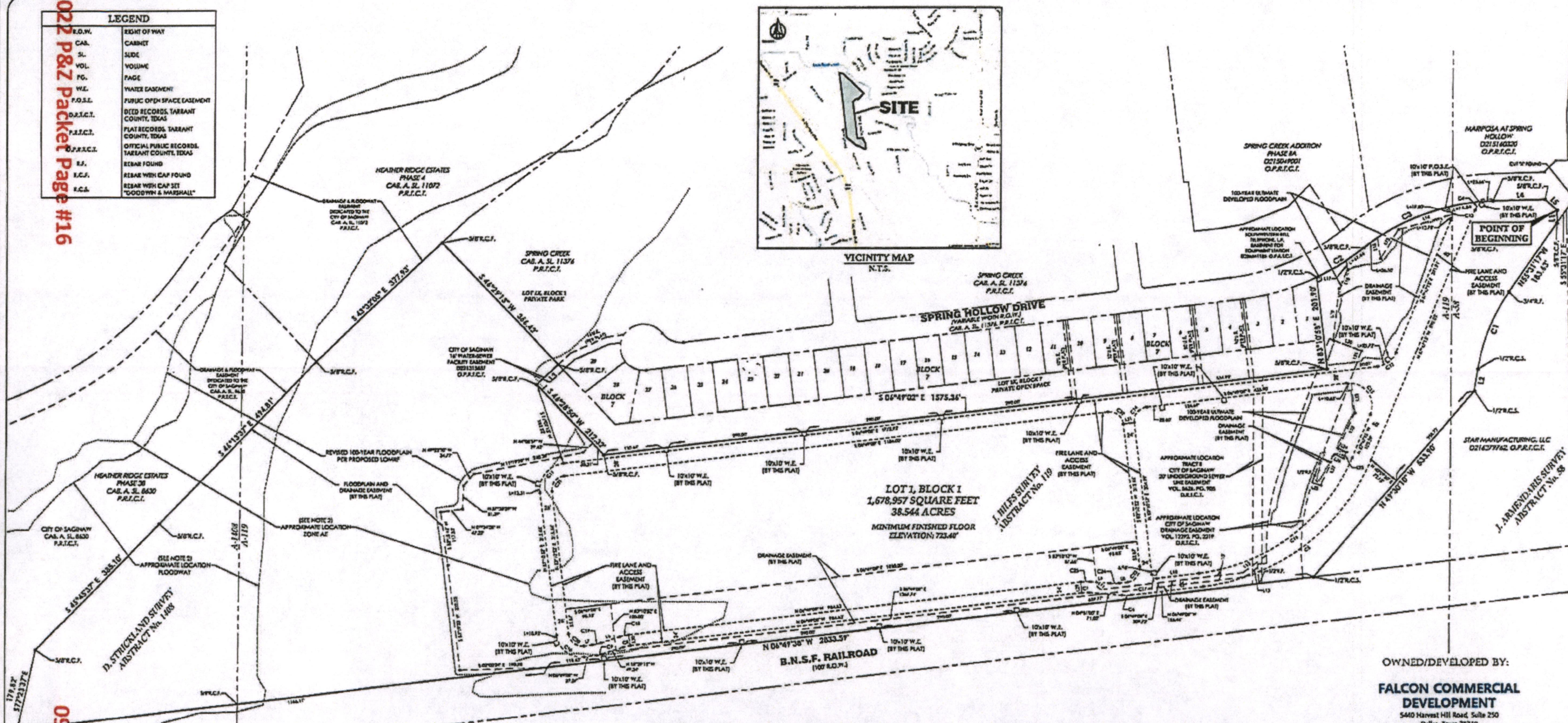
PLANNING AND ZONING COMMISSION MEETING DATE: 09/13/22

ACTION TAKEN: _____

CITY COUNCIL MEETING DATE: 09/20/22

ACTION TAKEN: _____

LEGEND	
R.O.W.	RIGHT OF WAY
CAB.	CABINET
SL.	SLIDE
VOL.	VOLUME
PG.	PAGE
W.E.	WATER EASEMENT
P.O.S.E.	PUBLIC OPEN SPACE EASEMENT
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS, TARRANT COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
R.F.	REBAR FOUND
R.C.F.	REBAR WITH CAP FOUND
R.C.S.	REBAR WITH CAP SET "GOODWIN & MARSHALL"



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	413.02'	182.28'	25°09'33"	N68°30'34"W	180.82'
C2	530.00'	121.38'	13°07'18"	S32°03'24"E	121.11'
C3	470.00'	303.76'	37°01'48"	S20°05'41"E	298.50'
C4	50.00'	23.41'	26°49'43"	N34°22'25"W	23.20'
C5	450.00'	478.83'	60°58'07"	N37°18'11"W	456.57'
C6	100.00'	20.37'	11°40'08"	N00°59'04"W	20.33'
C7	76.00'	15.48'	11°40'08"	N00°59'04"W	15.45'
C8	76.00'	15.48'	11°40'08"	N12°39'12"W	15.45'
C9	54.00'	11.00'	11°40'08"	N12°39'12"W	10.98'
C10	54.00'	84.82'	90°00'00"	N38°10'52"E	76.37'
C11	58.00'	91.11'	90°00'00"	S51°49'08"E	82.02'
C12	50.00'	53.21'	60°58'07"	S37°18'11"E	50.73'
C13	25.00'	32.56'	74°40'01"	N74°52'45"E	30.32'
C14	30.00'	47.12'	90°00'00"	S51°49'08"E	42.43'
C15	30.00'	103.87'	119°01'33"	S32°41'49"W	86.16'
C16	410.00'	436.28'	60°58'07"	N37°18'11"W	415.99'
C17	10.00'	15.71'	90°00'00"	N38°10'52"E	14.14'
C18	100.00'	20.37'	11°40'08"	N12°39'12"W	20.33'
C19	100.00'	20.37'	11°40'08"	N12°39'12"W	20.33'
C20	30.00'	47.12'	90°00'00"	N38°10'52"E	42.43'

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C21	30.00'	47.12'	90°00'00"	S51°49'08"E	42.43'
C22	30.00'	47.12'	90°00'00"	S38°10'52"W	42.43'
C23	30.00'	47.12'	90°00'00"	N51°49'08"W	42.43'
C24	100.00'	20.37'	11°40'08"	N00°59'04"W	20.33'
C25	100.00'	20.37'	11°40'08"	N00°59'04"W	20.33'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S88°58'43"W	27.70'
L2	N80°32'10"W	48.79'
L3	N43°57'08"W	64.03'
L4	S01°34'03"E	112.43'
L5	S43°22'24"W	35.38'
L6	N18°29'15"W	42.19'
L7	N06°49'08"W	17.91'
L8	N06°49'08"W	17.91'
L9	N04°31'00"E	42.19'
L10	N06°49'08"W	91.35'
L11	S38°10'52"W	10.38'

LINE TABLE		
LINE #	BEARING	DISTANCE
L12	S36°49'08"E	61.85'
L13	N36°49'08"W	33.66'
L14	N13°51'59"W	119.78'
L15	N30°46'58"W	74.15'
L16	N80°11'03"E	43.87'
L17	S80°11'03"W	30.41'
L18	N63°25'44"W	43.04'
L19	N84°06'28"W	113.80'
L20	S20°13'36"W	65.35'
L21	N69°46'24"W	43.57'
L22	S83°00'23"W	66.12'

LINE TABLE		
LINE #	BEARING	DISTANCE
L23	N65°09'24"W	85.29'
L24	S24°50'36"W	19.70'
L25	N65°09'24"W	13.00'
L26	N24°50'36"E	19.70'
L27	N65°09'24"W	74.71'
L28	N18°06'13"E	19.79'
L29	N83°10'32"E	24.00'
L30	N83°10'32"E	24.00'
L31	S06°49'00"E	24.00'

OWNED/DEVELOPED BY:

FALCON COMMERCIAL DEVELOPMENT
5440 Harvest Hill Road, Suite 250
Dallas, Texas 75230
Contact: Ben Newell
713-855-0091

PREPARED BY:

GMcivil
Engineering & Surveying

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.
Issued for review 8/23/2022 3:51 PM

FINAL PLAT
FALCON SAGINAW DISTRIBUTION CENTER
BEING 38.544 ACRES
SITUATED IN THE
J. ARMENDARIS SURVEY, ABSTRACT No. 58
J. BILES SURVEY, ABSTRACT No. 119
D. STRCKLAND SURVEY, ABSTRACT No. 1408
CITY OF SAGINAW, TARRANT COUNTY, TEXAS
FEBRUARY 2022

SHEET 1 of 2

09/13/2022 P&Z Packet Page #17

STATE OF TEXAS:

OWNER'S ACKNOWLEDGMENT AND DEDICATION

COUNTY OF TARRANT:

I [we], the undersigned, owner(s) of the land shown on this plat within the area described by metes and bound as follows:

BEING a tract of land situated in the J. Armendaris Survey, Abstract No. 58, the J. Biles Survey, Abstract No. 119, and the D. Strickland Survey, Abstract No. 1408, City of Saginaw, Tarrant County, Texas, being that tract of land as described in deed to Falcon Saginaw Owner, LLC, recorded in D221314731, Official Public Records, Tarrant County, Texas (OPRTCT), and being more particularly described as follows:

BEGINNING at a 5/8" rebar capped Carter & Burgess found at a R.O.W. clip corner at the intersection of the north line of McLeroy Boulevard East and the west line of Spring Hollow Drive (said intersection per plat recorded in Cabinet A, Slide 11376, Plat Records, Tarrant County, Texas), being the most southerly southeast corner of said Falcon Saginaw Owner tract;

THENCE South 86 degrees 56 minutes 43 seconds West, along the north line of said McLeroy Boulevard East and the south line of said Falcon Saginaw Owner tract, a distance of 27.70 feet (plat 27.89 feet) to a 5/8" rebar capped Carter & Burgess found at the most southerly southwest corner of said Falcon Saginaw Owner tract, said point lying in the northerly line of a tract of land as described in deed to Star Manufacturing, LLC, recorded in D216279762, OPRTCT, from which a cut X found at the most easterly corner of said Star Manufacturing tract bears South 55 degrees 31 minutes 17 seconds East, 65.10 feet;

THENCE departing the north line of said McLeroy Boulevard East, along the southerly line of said Falcon Saginaw Owner tract and the northerly line of said Star Manufacturing tract, as follows:

North 53 degrees 31 minutes 17 seconds West, a distance of 160.63 feet to a 3/4" rebar found at the beginning of a non-tangent curve to the left, having a radius of 415.02 feet;

Northwesterly, along said curve, having a central angle of 25 degrees 09 minutes 55 seconds, an arc distance of 182.28 feet, and a chord that bears North 68 degrees 30 minutes 36 seconds West, 180.82 feet to a 1/2" rebar capped Goodwin & Marshall set at the end of said curve;

North 80 degrees 22 minutes 10 seconds West, non-tangent to said curve, a distance of 48.79 feet a 1/2" rebar capped Goodwin & Marshall set;

North 49 degrees 30 minutes 10 seconds West, a distance of 533.90 feet to a 1/2" rebar capped Goodwin & Marshall set in the east line of the B.N.S.F. Railroad (100' R.O.W.), being the most westerly southwest corner of said Falcon Saginaw Owner tract and the northwest corner of said Star Manufacturing tract;

THENCE North 06 degrees 49 minutes 36 seconds West, along the east line of said B.N.S.F. Railroad R.O.W. and the west line of said Falcon Saginaw Owner tract, at a distance of 2250.29 feet passing a 5/8" rebar capped Carter & Burgess found, continuing a total distance of 2,853.59 feet to a 1/2" rebar capped Goodwin & Marshall set at the northwest corner of said Falcon Saginaw Owner tract and the southwest corner of the final plat of Heather Ridge Estates, Phase 3B, an addition to the City of Saginaw, Tarrant County, Texas as recorded in Cabinet A, Slide 8630, Plat Records, Tarrant County, Texas (PRTCT);

THENCE along the southerly line of said Heather Ridge Estates, Phase 3B and the northerly line of said Falcon Saginaw Owner tract, as follows:

South 77 degrees 23 minutes 37 seconds East, a distance of 179.82 feet (plat 180.00 feet) to a 5/8" rebar capped Carter & Burgess found;

South 43 degrees 45 minutes 37 seconds East, a distance of 365.10 feet (plat 365.00 feet) to a 5/8" rebar capped Carter & Burgess found;

South 46 degrees 15 minutes 37 seconds East, a distance of 494.61 feet (plat 493.00 feet) to a 5/8" rebar capped Carter & Burgess found at the most southerly corner of said Heather Ridge Estates, Phase 3B and the most westerly corner of the final plat of Heather Ridge Estates, Phase 4, an addition to the City of Saginaw, Tarrant County, Texas as recorded in Cabinet A, Slide 11072, PRTCT;

THENCE South 43 degrees 32 minutes 03 seconds East, along the southerly line of said Heather Ridge Estates, Phase 4 and the northerly line of said Falcon Saginaw Owner tract, a distance of 577.93 feet to a 5/8" rebar capped Carter & Burgess found at the most easterly northeast corner of said Falcon Saginaw Owner tract and the most northerly corner of Lot 1X, Block 1 of Spring Creek, an addition to the City of Saginaw, Tarrant County, Texas as recorded in Cabinet A, Slide 11376, PRTCT;

THENCE South 46 degrees 29 minutes 13 seconds West, along the northwesterly line of said Lot 1X, Block 1, a distance of 344.42 feet to a 5/8" rebar capped Carter & Burgess found at the most northerly east corner of Lot 1X, Block 7 of said Spring Creek addition;

THENCE North 43 degrees 37 minutes 08 seconds West, departing the northwesterly line of said Lot 1X, Block 1, along the a northeasterly line of said Lot 1X, Block 7, a distance of 64.00 feet to a 5/8" rebar capped Carter & Burgess found;

THENCE South 46 degrees 28 minutes 50 seconds West, along the northwesterly line of said Lot 1X, Block 7, a distance of 212.32 feet (plat 212.44 feet) to a 5/8" rebar capped Carter & Burgess found at an angle point in the west line of said Lot 1X, Block 7;

THENCE South 06 degrees 49 minutes 02 seconds East, along the west line said Lot 1X, Block 7, a distance of 1,573.36 feet to a 5/8" rebar capped Carter & Burgess found at the southwest corner of said Lot 1X, Block 7;

THENCE North 83 degrees 10 minutes 58 seconds East, along the south line of said Lot 1X, Block 7 and Lot 1, Block 7 of said Spring Creek addition, a distance of 201.90 feet to a 1/2" rebar capped Goodwin & Marshall set in the west line of aforementioned Spring Hollow Drive (variable width R.O.W.) at the southeast corner of said Lot 1, Block 7;

THENCE along the west line of said Spring Hollow Drive, as follows:

Southeasterly, along a non-tangent curve to the left, having a radius of 530.00 feet, a central angle of 13 degrees 07 minutes 18 seconds, an arc distance of 121.36 feet, and a chord that bears South 32 degrees 03 minutes 24 seconds East, 121.11 feet to a 5/8" rebar capped Carter & Burgess found at the beginning of a curve to the right, having a radius of 470.00 feet;

Southeasterly, along said curve, having a central angle of 37 degrees 01 minute 48 seconds, an arc distance of 303.76 feet (plat 303.62 feet), and a chord that bears South 20 degrees 03 minutes 41 seconds East, 298.50 feet to a 5/8" rebar capped Carter & Burgess found at the end of said curve;

South 01 degrees 36 minutes 05 seconds East, non-tangent to said curve, a distance of 112.45 feet (plat 112.60 feet) to a 5/8" rebar capped Carter & Burgess found at a R.O.W. clip corner;

South 43 degrees 22 minutes 24 seconds West, along a R.O.W. clip line, a distance of 33.38 feet to the POINT OF BEGINNING and containing 1,678,957 square feet or 38.544 acres of land.

Designated herein as the FALCON SAGINAW DISTRIBUTION CENTER 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 purpose and consideration therein expressed.

FALCON SAGINAW OWNER, LLC, a Delaware limited liability company

By: _____

Date: _____

STATE OF TEXAS:
COUNTY OF _____;

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this the ____day of_____, 2022.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS:

CERTIFICATE OF SURVEYOR

COUNTY OF TARRANT:

I, the undersigned, a Registered Professional 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.

_____
Joel L. Barton
Registered Professional Land Surveyor No. 4914
GMcivil
2329 W Grapevine Pkwy
Grapevine, Texas
(817)329-4373

PLAT NOTES:

UTILITY EASEMENTS:

Any public utility, including the city, 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, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

DRAINAGE EASEMENT RESTRICTION:

No 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.

FLOODPLAIN RESTRICTION:

No construction, without the written approval of the city, shall be allowed within a floodplain 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 fully developed flood elevation based on land use.

NOTES:

1. Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

2. According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 48439C0180L, map revised March 21, 2019 - The property platted hereon appears to be in ZONE X NON-SHADED (Areas determined to be outside the 0.2% annual chance floodplain), ZONE X SHADED (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood), ZONE AE (Special Flood Hazard Areas subject to inundation by the 1% annual chance flood - Base Flood Elevations determined) and the FLOODWAY.

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

BY:
CHAIRMAN _____

ATTEST:
CITY SECRETARY _____

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

BY:
MAYOR _____

ATTEST:
CITY SECRETARY _____

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. Issued for review 8/22/2022 3:51 PM

OWNED/DEVELOPED BY:

FALCON COMMERCIAL DEVELOPMENT
5440 Harvest Hill Road, Suite 250
Dallas, Texas 75230
Contact: Ben Powell
713-855-0091

PREPARED BY:

GMcivil
Engineering & Surveying
2329 W Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TX Engr Firm # 14744 | Surveyor Firm # 10021700

FINAL PLAT
FALCON SAGINAW DISTRIBUTION CENTER
BEING 38.544 ACRES
SITUATED IN THE
J. ARMENDARIS SURVEY, ABSTRACT No. 58
J. BILES SURVEY, ABSTRACT No. 119
D. STRICKLAND SURVEY, ABSTRACT No. 1408
CITY OF SAGINAW, TARRANT COUNTY, TEXAS
FEBRUARY 2022

SHEET 2 of 2

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09/13/2022 P&Z Packet Page #17

City of Saginaw

Meeting Date: 9/20/2022

Staff Contact: Susy Victor-Trevino
Planning Manager

Agenda Items: (7)

E-mail: svictor@saginawtx.org

Phone: 8172300440

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

BACKGROUND/DISCUSSION:
See attachments.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
The Planning and Zoning Commission has recommended approval.

ATTACHMENTS:

Description

SUP Info--1st Half
SUP Info--2nd Half
P&Z--SUP Request--Reply Forms Recd

City of Saginaw
Planning and Zoning

SUP Request for 200 S. Blue Mound Road

Date: September 13, 2022

To: Chairman and Members of the Planning and Zoning Commission

From: Susy Victor-Trevino, Planning Manager

Subject: Public Hearing - Consideration and Action Regarding a Request to Consider a Request for a Specific Use Permit to Allow the Operation of an Auto Impound Lot/Wrecker Business on Property located on Abstract 345, Tracts 2X and 2N, David Cook Survey located at 200 S. Blue Mound Road.

Background/Discussion:

Mr. Lionel Bseiso submitted a request to consider a specific use permit to allow the operation of an auto impound lot/wrecker business on property located on Abstract 345, Tracts 2X and 2N, David Cook Survey located at 200 S. Blue Mound Road. The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on September 20, 2022.

The applicant has filled out an application and has included his responses to the questions requested by the City for a special use permit.

If you have any questions regarding this request for a special use permit, please let me know.

Staff Recommendation:

Staff recommends that the request to consider a specific use permit to allow the operation of an auto impound lot/wrecker business on property located on Abstract 345, Tracts 2X and 2N, David Cook Survey located at 200 S. Blue Mound Road be forwarded to the City Council with a recommendation for approval with the condition of a screening wall requirement.

Attachments:

Section 5-4. Specific Use Permits, Section 5-1. Permitted Use Table, Section 6-18.- (HI) Heavy Industrial, Proof of Notices, SUP Application and Responses

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Sec. 5-4. - Specific use permits.

A. *Purpose.* Certain land uses, because of their nature and location, are not appropriate for categorizing into installations, such as colleges and universities, institutions, community facilities, zoos, cemeteries, country clubs, show grounds, drive-in theaters and other unusual land uses not specifically provided for in this chapter. To provide for the proper handling and location of such specific uses, provision is made for amending this chapter to grant a permit for a specific use in a specific location. This procedure for approval of a specific use permit includes a public hearing. The amending ordinance may provide for certain restrictions and standards for operation. The indication that it is possible to grant a specific use permit as noted elsewhere in this ordinance does not constitute a grant of privilege for such use, nor is there any obligation to approve a specific use permit unless it is the finding of the planning and zoning commission and city council that such a special use is compatible with adjacent property use and consistent with the character of the neighborhood.

B. *Permit required.* No special use shall be erected, used, altered, occupied nor shall any person convert any land, building or structure to such a use unless a specific use permit has been issued by the city council. The granting of a specific use permit shall be done in accordance with the provisions for amendment of this zoning ordinance.

C. *Application procedure.* An application for a special permit shall be filed with the administrative official on a form prepared by the city. The application shall be accompanied by the following:

1. A completed application form signed by the property owner;
2. An application fee as established by the city's latest adopted schedule of fees;
3. A certificate stating that all city and school taxes have been paid to date;
4. A property description of the area where the specific use permit is proposed to apply;
5. A site plan complying with the requirements stated in this section which will become a part of the specific use permit, if approved; and
6. Any other material and/or information as may be required by the planning and zoning commission, the city council or the administrative official to fulfill the purpose of this subsection and to ensure that the application is in compliance with the ordinances of the city.

D. *Site plan information.* A site plan shall contain, at a minimum the following information, as provided in section 8-1, Site Plan Requirements:

E. *Additional information.* The following additional information may also be required if deemed appropriate by staff, the planning and zoning commission, or city council.

1. Copies of studies or analyses upon which have been based projections for need or demand for the proposed facility.
2. Description of the present use, assessed value and actual value of the land affected by the proposed facility.
3. Description of the proposed use, anticipated assessed value and supporting documentation.
4. A description of any long-term plans or master plan for the future use or development of the property.
5. A description of the applicant's ability to obtain needed easements to serve the proposed use.
6. A description of any special construction requirements that may be necessary for any construction or development on the subject property.
7. A traffic impact analysis prepared by a qualified professional in the field of traffic evaluation and forecasting may be required.

F. *Council action.* The city council may grant such a wavier only upon finding that the information submitted is sufficient to determine that the proposed building, use, structure, development or activity will have an insubstantial impact on the surrounding area and that providing the information required by the submittal requirements is unreasonably burdensome on the applicant.

G. *Conditions of permit approval.* A specific use permit shall not be recommended for approval by the planning and zoning commission unless the commission finds that all of the following conditions have been found to exist:

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1. The proposed use complies with all the requirements of the zoning district in which the property is located.
2. The proposed use as located and configured will contribute to or promote the general welfare and convenience of the city.
3. The benefits that the city gains from the proposed use outweigh the loss of or damage to any homes, business, natural resources, agricultural lands, historical or cultural landmarks or sites, wildlife habitats, parks, or natural, scenic, or historical features of significance, and outweigh the personal and economic cost of any disruption to the lives, business and property of individuals affected by the proposed use.
4. Adequate utilities, road access, drainage and other necessary supporting facilities have been or shall be provided.
5. The design, location and arrangement of all public and private streets, driveways, parking spaces, entrances and exits shall provide for a safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments.
6. The issuance of the specific use permit does not impede the normal and orderly development and improvement of neighboring vacant property.
7. The location, nature and height of buildings, structures, walls and fences are not out of scale with the neighborhood.
8. The proposed use will be compatible with and not injurious to the use and enjoyment of neighboring property, nor significantly diminish or impair property values within the vicinity.
9. Adequate nuisance prevention measures have been or shall be taken to prevent or control offensive odors, fumes, dust, noise, vibration and visual blight.
10. Sufficient on-site lighting is provided for adequate safety of patrons, employees and property, and such lighting is adequately shielded or directed so as not to disturb or adversely affect neighboring properties.
11. There is sufficient landscaping and screening to ensure harmony and compatibility with adjacent properties.
12. The proposed operation is consistent with the applicant's submitted plans, master plans, projections, or, where inconsistencies exist, the benefits to the community outweigh the costs.
13. The proposed use is in accordance with the City of Saginaw Comprehensive Land Use Plan.

H. *Additional conditions.* In authorizing a specific use permit, the planning and zoning commission may recommend, and the city council may impose, additional reasonable conditions necessary to protect the public interest and the welfare of the community.

I. *Time limit.* A specific use permit issued under this division shall become null and void unless construction or use is substantially underway within one year of the granting of the permit, unless an extension of time is approved the city council.

J. *Revocation of permit.* A specific use permit may be revoked or modified, after notice and hearing, for either of the following reasons:

1. The permit was obtained or extended by fraud or deception.
2. One or more of the conditions imposed by the permit has not been met or has been violated.

K. *Amendments to specific use permit.* The procedure for amending a specific use permit shall be the same as for a new application, provided the administrative official may approve minor variations from the original permit which do not increase density, change traffic patterns, or result in an increase in external impacts on adjacent properties or neighborhoods.

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P = Permitted Use, S = Specific Use Permit, Blank = Prohibited Use

City of Saginaw Land Use Table

Residential											Land Use Designation	Nonresidential						Supplemental Conditions
AG	SF1	SF2	SF3	SF4	SFA	DX	ZLL	MH	MF1	MF2		OP	NC	CC	CF	LI	HI	
											Hospital	S	S	P	S			2, 22
											Laboratory, Medical and/or Dental	S		P		P	S	2
											Laboratory, Research	S	S	P		P	P	2
											Laboratory, Support			P		P	P	
											Medical, Dental & Optical Retail Sales	P	P	P				
											Medical, Dental Office	P	P	P				
									S	S	Nursing Home		S	P				2
											Optician Shop	S	S	P				2
S											Veterinary Hospital with Outside Pens					S	P	1, 5, 8, 9
S											Veterinary Hospital without Outside Pens	S	S	P		P	P	2
S											Veterinarian Office, Small Animal Practice	P	P	P				2
S											Veterinarian Office, Large Animal Practice					S	P	1, 5
AUTOMOTIVE USES																		
											Auto Auction					S	P	1, 7, 11, 13
											Auto Car Wash		S	S		P	P	2, 7
											Auto Impound Lot/Wrecker Business						S	2, 7, 13

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Sec. 6-17. - HI (Heavy Industrial).

A. *Purpose.* The "HI" heavy industrial district is designed to permit industrial and manufacturing uses which tend to be of direct support to nearby residential and commercial areas.

B. *Principal uses.* In this district no building or land shall be used and no building shall be hereafter erected, reconstructed or structurally altered or enlarged except for any use permitted in the "OC" office commercial district as a principal use.

C. *Area requirements.* The requirements regulating the minimum lot size, minimum yard size (front, side, and rear), maximum building height (stories and feet), and maximum lot coverage, and minimum floor area, as it pertains to this district, shall conform with the provisions provided in the density, area, yard, height, and lot coverage requirements for the HI zoning district.



HI – Zoning District Area Requirements	
Minimum Lot Area	20,000 s.f.
Minimum Lot Width	150 ft.
Minimum Lot Depth	NA
Minimum Front Yard	25 ft.
Minimum Side Yard	0 ft. or 30 ft. if abutting any residential district.
Minimum Rear Yard	20 ft. or 35 ft. if abutting any residential district.
Maximum Lot Coverage	85 %
Maximum Building Height	200 ft. or 15 stories

Zoning District

D. *Off-street parking and loading requirements.* Off-street parking and loading requirements shall conform to the provisions of section 8-9, Off Street Parking and Loading Requirements.

E. *Landscaping.* Landscaping shall be in accordance with section 8-13, Landscape Regulations.

F. *Signs.* Signs shall be in accordance with section 8-10, Sign Regulations.

G. *Exterior construction.* Exterior construction shall be in accordance with section 9-1.D, Industrial.

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THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number:
IPL0088035
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
FTW - Legal Ads
Final Cost:
[redacted]
Payment Type:
Account Billed
User ID:
[redacted]

ACCOUNT INFORMATION

[redacted]

TRANSACTION REPORT

Date
August 30, 2022 10:53:15 AM EDT
Amount:
[redacted]

SCHEDULE FOR AD NUMBER IPL00880350

August 31, 2022
Fort Worth Star-Telegram

PREVIEW FOR AD NUMBER IPL00880350

CITY OF SAGINAW PUBLIC NOTICE

The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on September 13, 2022 to consider a request for specific use permit to allow the operation of an auto impound lot/ wrecker business on property located on Abstract 345, Tract 2X, David Cook Survey located at 200 S. Blue Mound Road. The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on September 20, 2022 to consider the above-mentioned request for a specific use permit, contingent upon the receipt of a report regarding the specific use permit from the Planning and Zoning Commission. Both meetings will be at the City of Saginaw City Hall located at 333 W. McLeroy Boulevard, Saginaw, Texas, 76179.

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

Please direct any question regarding this matter to Susy Victor-Trevino, Planning Manager, 817-230-0440.

IPL0088035
Aug 31 2022

<< Click here to print a printer friendly version >>

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number:
IPL0088348
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
FTW - Legal Ads
Final Cost:
[redacted]
Payment Type:
Account Billed
User ID:
[redacted]

ACCOUNT INFORMATION

[redacted]

TRANSACTION REPORT

Date
August 31, 2022 3:40:36 PM EDT
Amount:
[redacted]

SCHEDULE FOR AD NUMBER IPL00883480

September 1, 2022
Fort Worth Star-Telegram

PREVIEW FOR AD NUMBER IPL00883480

CITY OF SAGINAW
PUBLIC NOTICE

The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on September 13, 2022 to consider a request for specific use permit to allow the operation of an auto impound lot/ wrecker business on property located on Abstract 345, Tract 2N, David Cook Survey located at 200 S. Blue Mound Road. The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on September 20, 2022 to consider the above-mentioned request for a specific use permit, contingent upon the receipt of a report regarding the specific use permit from the Planning and Zoning Commission. Both meetings will be at the City of Saginaw City Hall located at 333 W. McLeroy Boulevard, Saginaw, Texas, 76179.

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

Please direct any question regarding this matter to Susy Victor-Trevino, Planning Manager, 817-230-0440.
W00000000
Publication Dates

<< Click here to print a printer friendly version >>

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City of
Saginaw
Planning and Zoning

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

September 1, 2022

NOTICE OF PUBLIC HEARING

RE: Consideration of a Request for a Specific Use Permit (SUP) to Allow the Preparation of an Auto Impound Lot/Wrecker Business at 200 S. Blue Mound Road in Saginaw, Texas.

Dear Property Owner:

The Planning and Zoning Commission of the City of Saginaw will hold a Public Hearing on the 13th day of September, 2022 at 6:00 p.m. and the City Council will hold a Public Hearing on the 20th day of September, 2022 at 6:00 p.m. at the Saginaw City Hall, located at 333 West McLeroy Boulevard, Saginaw, Texas, for the purpose of considering a request from **Lionel Bseiso** for a Specific Use Permit (SUP) to allow the operation of an auto impound lot/wrecker business at 200 S. Blue Mound Road in Saginaw, Texas.

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

The enclosed map shows the area of request. The circle around the area is that within which property owners are required by law to be notified. Only that area which is shaded or highlighted is the property to be considered.

If you have any questions please feel free to give me a call at 817-230-0440.

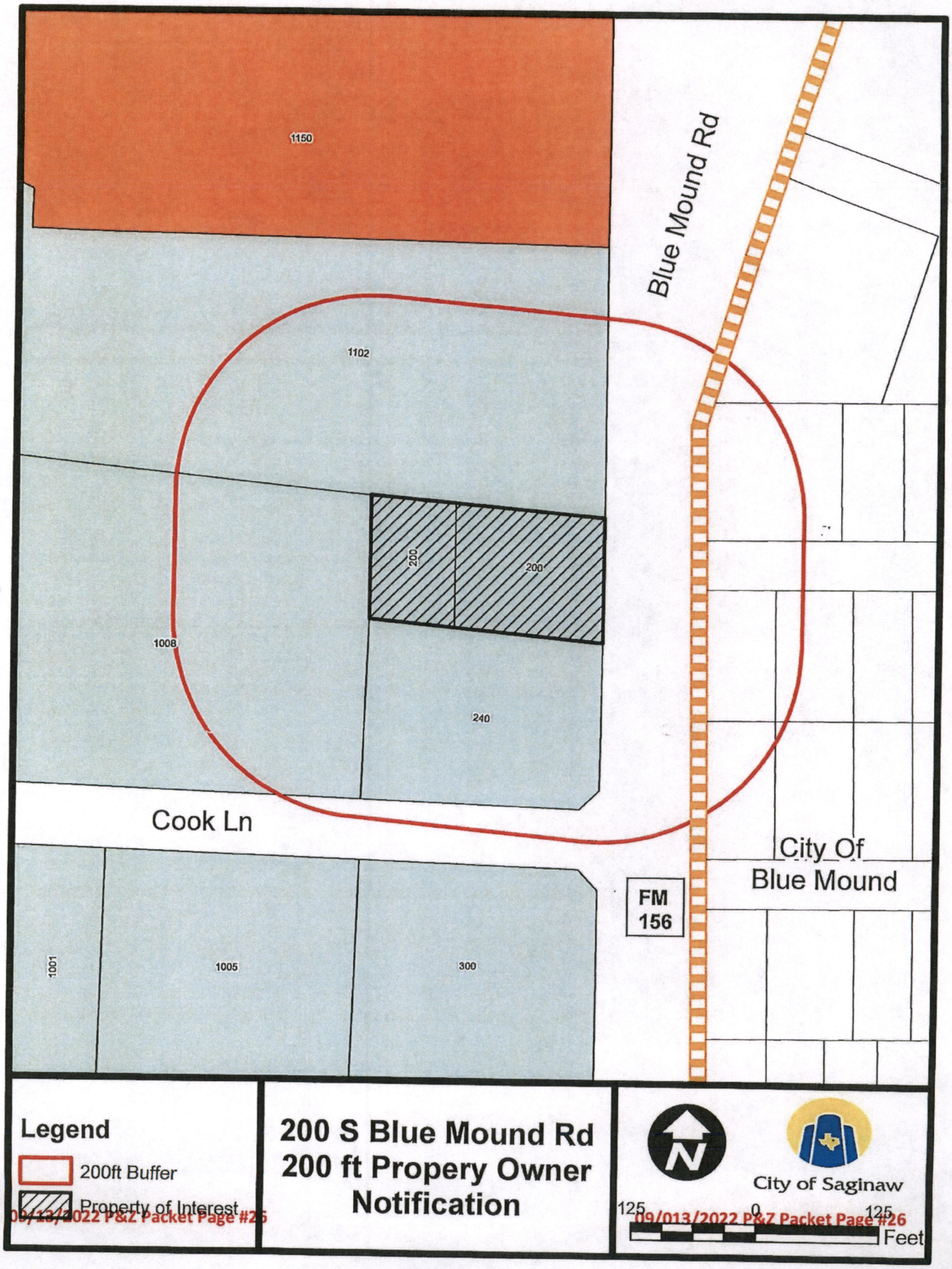
Sincerely,

Susy Victor-Trevino

Susy Victor-Trevino
Planning Manager

Enclosures: Map of requested property and reply form.

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1150
Blue Mound Rd
1102
200
200
1008
240
Cook Ln
City Of
Blue Mound
FM
156
1001
1005
300
Legend
200ft Buffer
Property of Interest
200 S Blue Mound Rd
200 ft Propery Owner
Notification
N
City of Saginaw
125
0
125
Feet

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Planning Manager, at City of Saginaw, Texas, P. O. Drawer 79070, Saginaw, Texas 76179. If you have questions concerning this request, please call the Planning Manager, Susy Victor-Trevino, at 817-230-0440.

The Planning & Zoning Commission Meeting on 09/13/2022 at 6:00 p.m. and the City Council Meeting on 09/20/2022 at 6:00 p.m. is in regards to considering a request for a Specific Use Permit (SUP) to allow the operation of an auto impound lot/wrecker business at 200 S. Blue Mound Road in Saginaw, Texas.

Name:_____

Address:_____

Phone Number:_____

( ) In Favor

( ) Opposed

Reasons and/or Comments

_____

_____

_____

_____

_____

_____

_____

_____

_____

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City of Saginaw

APPLICATION FOR SPECIAL EXCEPTION

I. PROPERTY INFORMATION

LOCATION OF PROPERTY: 200 Blue Mound Road

LEGAL DESCRIPTION: _____

LOT: _____ BLOCK: _____ ADDITION: _____

TRACT: 2X+2N ABSTRACT: 345 SURVEY: David Cook

ZONING: Heavy Industrial

PRESENT USE AND IMPROVEMENTS ON PROPERTY: Automotive repair and autobody, auto sales.

Lionel Bseiso	[redacted]	
APPLICANT NAME	ADDRESS	TELEPHONE

Applicant Signature

II. OWNER INFORMATION

Joe Seifkas	200 Blue Mound Rd	[redacted]
PROPERTY OWNER NAME	ADDRESS	TELEPHONE

Owner Signature 8.2.22

III. AGENT INFORMATION

N/A		
AGENT	ADDRESS	TELEPHONE

Agent Signature

HAS A PREVIOUS APPLICATION OR APPEAL BEEN FILED ON PROPERTY?

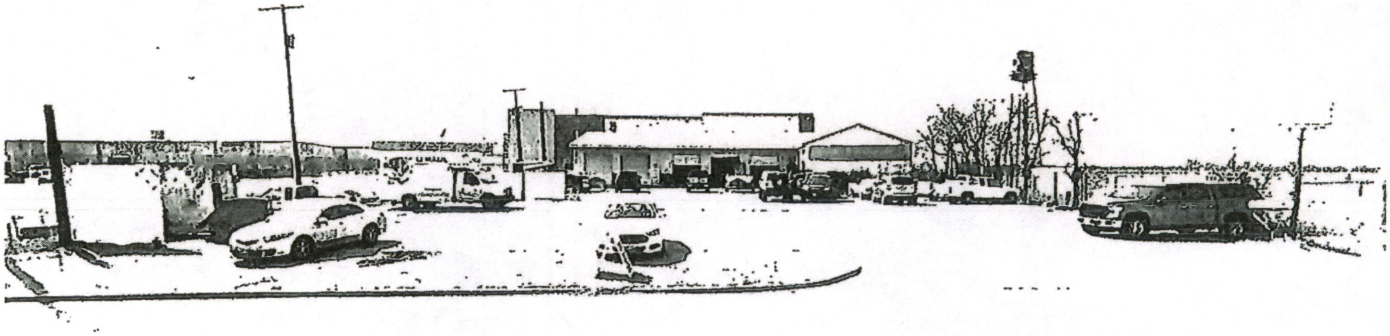
[X] NO [ ] YES, DATE _____

I CERTIFY THAT (I AM THE LEGAL OWNER OF RECORD) (I HAVE SECURED THE PROPERTY OWNER'S PERMISSION) AND HAVE FULL AUTHORITY TO MAKE THIS APPLICATION AND/OR APPEAL

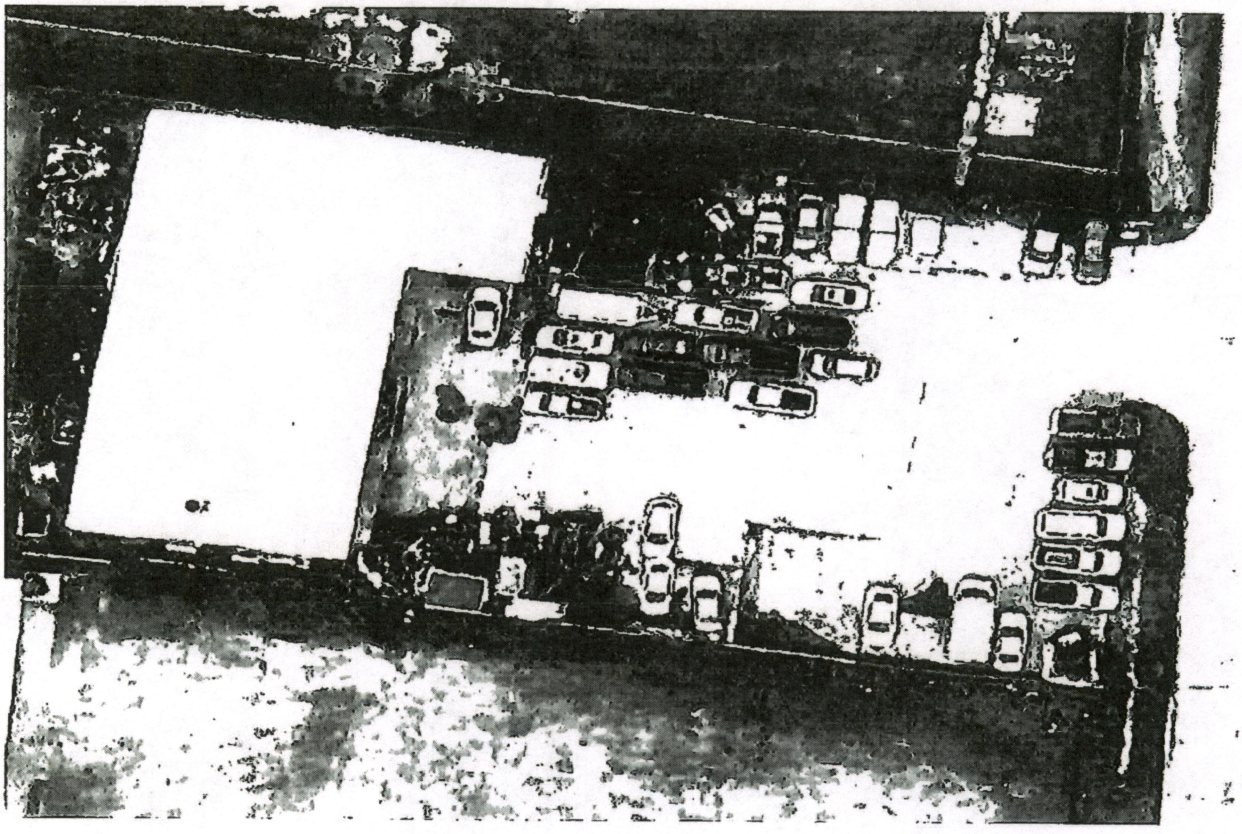
APPLICANT SIGNATURE DATE 8/2/22

09/013/2022 P&Z Packet Page #28

200 Blue Mound Road – Front View



200 Blue Mound Road – Aerial View



09/013/2022 P&Z Packet Page #29

Condition 1: The proposed use complies with all the requirements of the zoning district in which the property is located.

Answer: The property is currently zoned as needed for automotive repair, towing, and automotive impound.

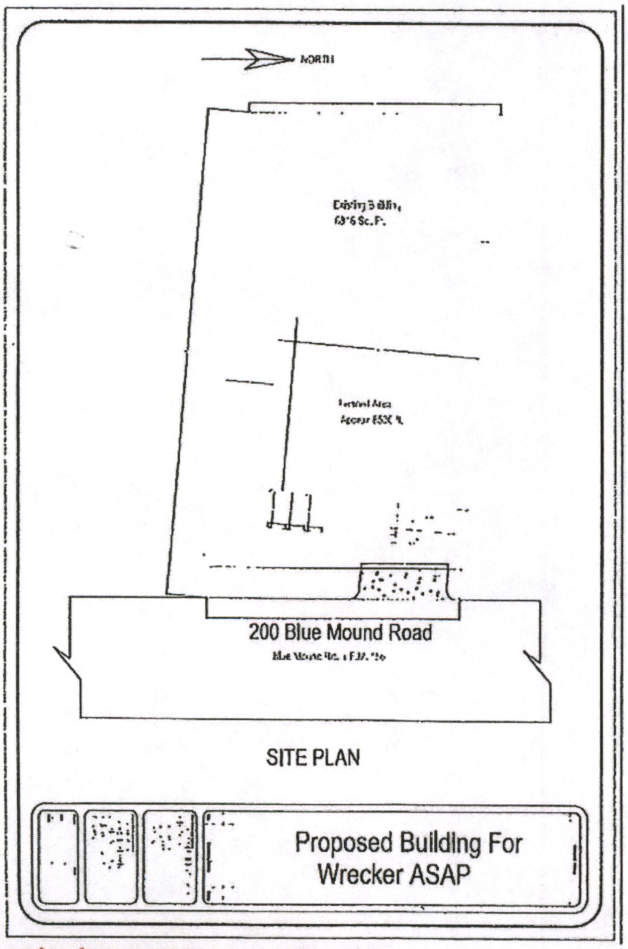
Condition 2: The proposed use as located and configured will contribute to or promote the general welfare and convenience of the city.

Answer: The location will continue to offer automotive repair, while additionally offering services of towing and impound.

Condition 3: The benefits that the city gains from the proposed use outweigh the loss of or damage to any homes, business, natural resources, agricultural lands, historical or cultural landmarks or sites, wildlife habitats, parks, or natural, scenic, or historical features of significance, and outweigh the personal and economic cost of any disruption to the lives, business and property of individuals affected by the proposed use.

Answer: The city as well as homes and businesses will suffer no lose from the proposed use of property. The city and local neighbors will benefit from an enhanced curb appeal.

Proposed Site Plan:



Condition 4: Adequate utilities, road access, drainage and other necessary supporting facilities have been or shall be provided.

Answer: Current utilities, road access, and drainage will remain unchanged.

Condition 5: The design, location and arrangement of all public and private streets, driveways, parking spaces, entrances and exits shall provide for a safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments.

Answer: Proposed site plan greatly improves the curb appeal of the property without affecting the public or adjacent developments.

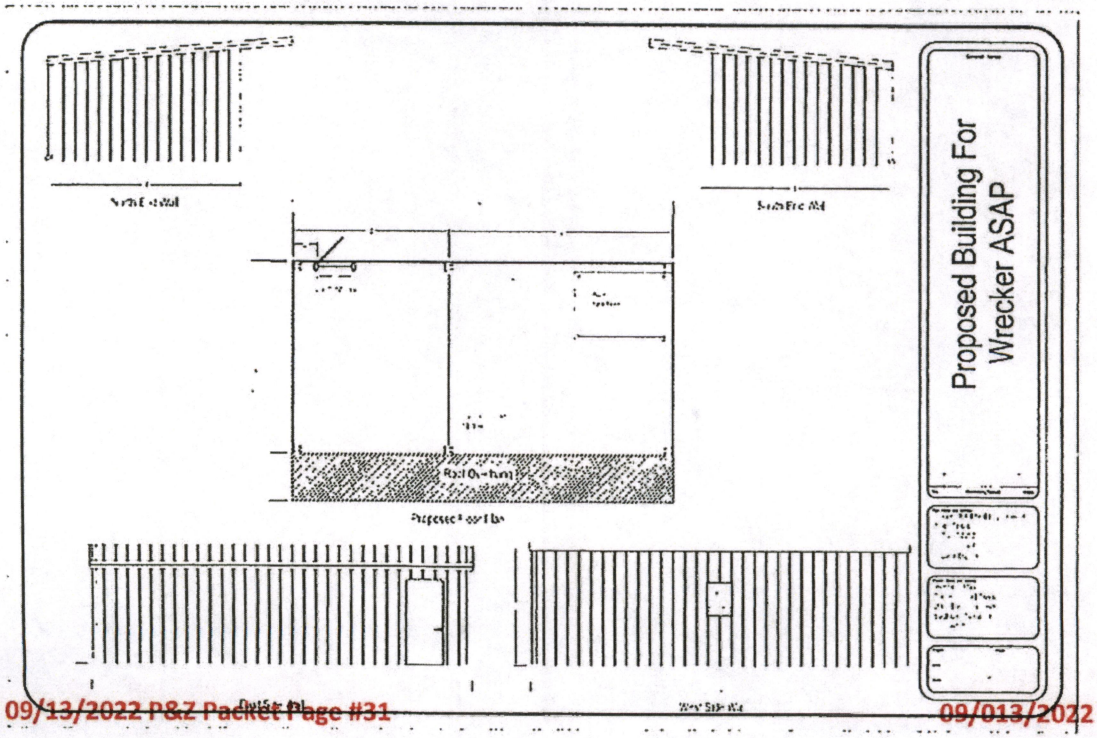
Condition 6: The issuance of the specific use permit does not impede the normal and orderly development and improvement of neighboring vacant property.

Answer: The proposed site plan will only positively affect the neighboring vacant properties.

Condition 7: The location, nature and height of buildings, structures, walls and fences are not out of scale with the neighborhood.

Answer: The new building and fencing will be built to current city codes and are not out of scale with surrounding businesses.

Proposed Site Elevation:



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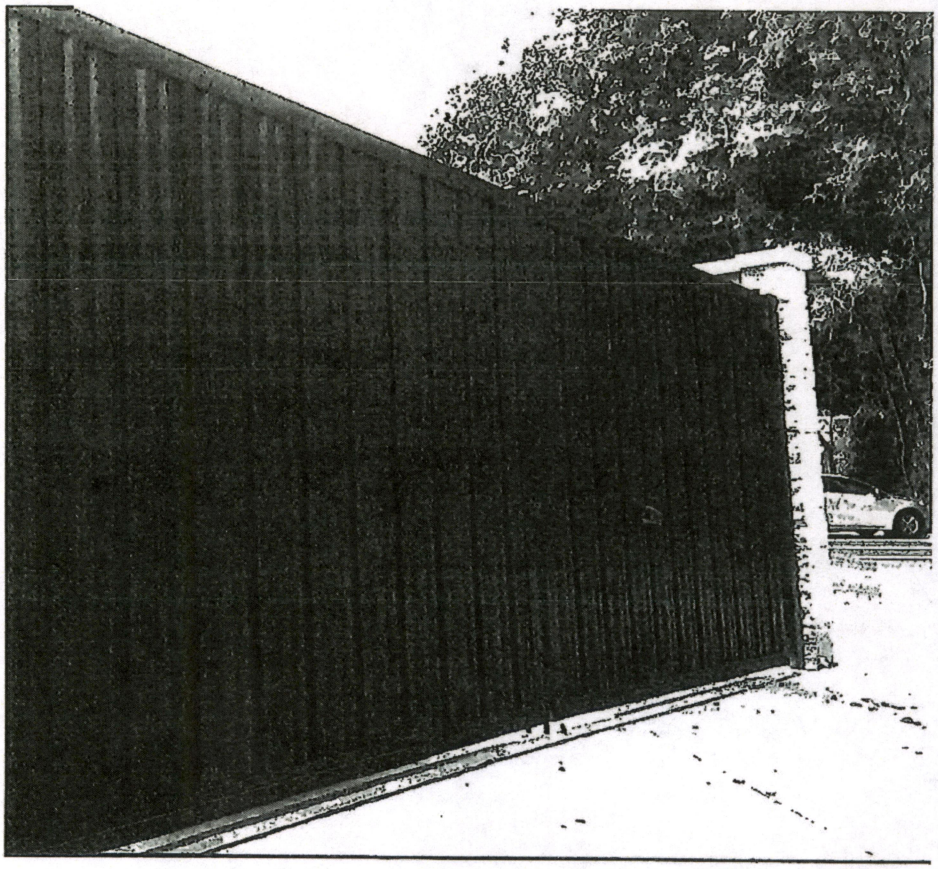
Condition 8: The proposed use will be compatible with and not injurious to the use and enjoyment of neighboring property, nor significantly diminish or impair property values within the vicinity.

Answer: The proposed improvements will only improve the value of the neighboring properties and the curb appeal within the vicinity.

Condition 9: Adequate nuisance prevention measures have been or shall be taken to prevent or control offensive odors, fumes, dust, noise, vibration and visual blight.

Answer: New R-Panel fencing, with trim, (8 foot tall) will reduce noise from the current building and substantially improve visual blight.

Proposed Site Fencing:



Condition 10: Sufficient on-site lighting is provided for adequate safety of patrons, employees and property, and such lighting is adequately shielded or directed so as not to disturb or adversely affect neighboring properties.

Answer: The properties current lighting is sufficient and will remain intact.

Condition 11: There is sufficient landscaping and screening to ensure harmony and compatibility with adjacent properties.

Answer: Current landscaping will remain intact, and we will add large concrete planters for additional beatification.

Condition 12: The proposed operation is consistent with the applicant's submitted plans, master plans, projections, or, where inconsistencies exist, the benefits to the community outweigh the costs.

Answer: The new building and fencing will give the property a new modern look.

Condition 13: The proposed use is in accordance with the City of Saginaw Comprehensive Land Use Plan.

Answer: The proposed use of the property falls within the cities plans and received only positive feedback from the attendees of our pre-development meeting on 05/12/2022.

Proposed Floor Plan

Proposed Building For Wrecker ASAP

General Notes

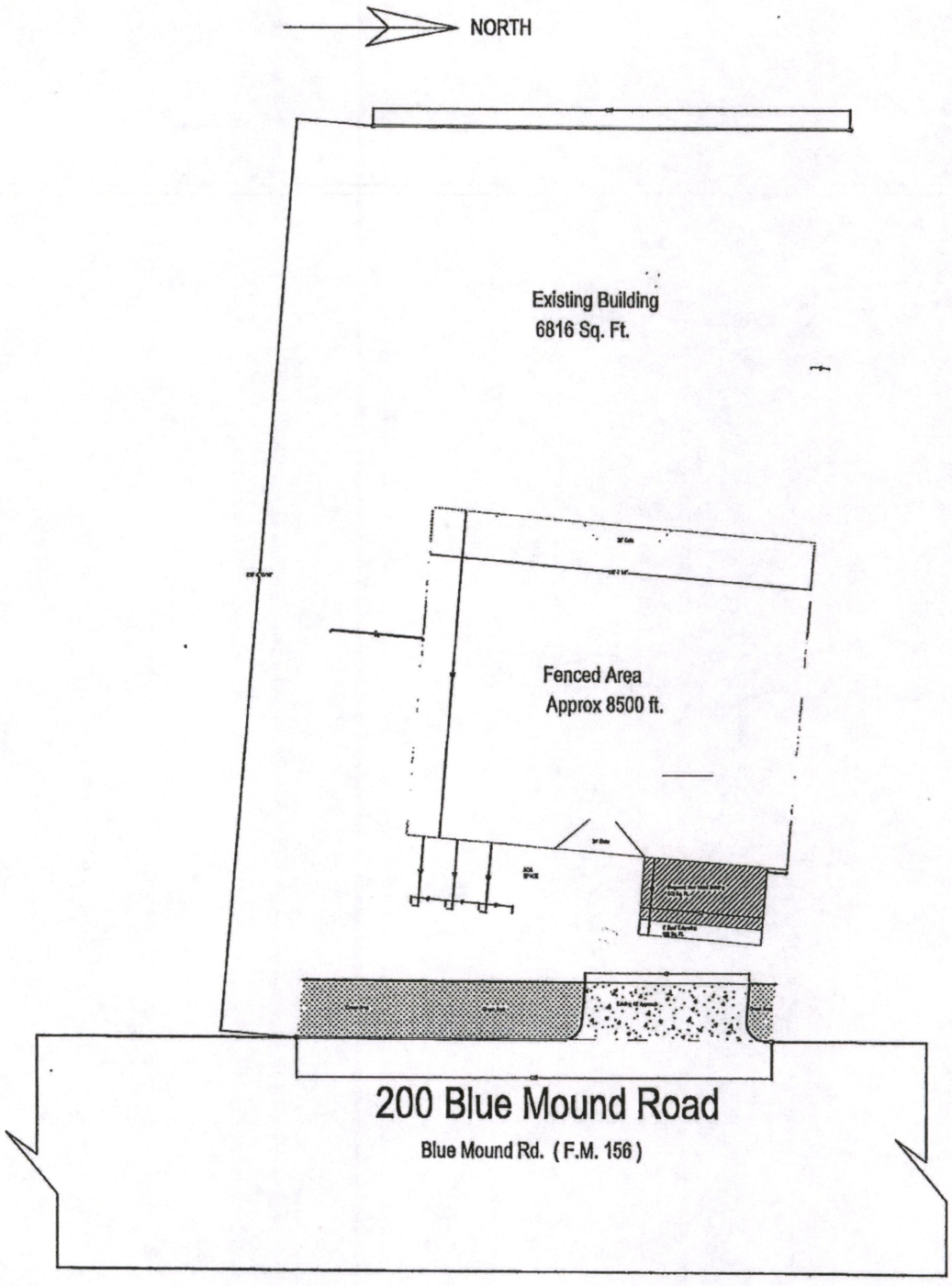
No.	Revision/Issue	Date

Plan Name and Address
Cozart Metal Building Systems
Azle, Texas
817.237.2282
817.233.6668
cozartmbs.com

Project Name and Address
Wrecker ASAP
Owner: Lionel Beeso
200 Blue Mound Rd.
Saginaw, Texas 76131
817.845.3178

Project
Title
Date
Sheet

09/13/2022 P&Z Packet Page #34
09/13/2022 P&Z Packet Page #34



SITE PLAN

Wrecker ASAP
Owner: Lionel Bostso
200 Blue Mound Rd.
Saginaw, Texas 76131
817.845.3178

Cozart Metal Building Systems
Azle, Texas
817.237.2282
817.233.6668
cozartmbs.com

Proposed Building For Wrecker ASAP

09/013/2022 P&Z Packet Page #35

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Planning Manager, at City of Saginaw, Texas, P. O. Drawer 79070, Saginaw, Texas 76179. If you have questions concerning this request, please call the Planning Manager, Susy Victor-Trevino, at 817-230-0440.

The Planning & Zoning Commission Meeting on 09/13/2022 at 6:00 p.m. and the City Council Meeting on 09/20/2022 at 6:00 p.m. is in regards to considering a request for a Specific Use Permit (SUP) to allow the operation of an auto impound lot/wrecker business at 200 S. Blue Mound Road in Saginaw, Texas.

Name: Frank Roszell

Address: 2230 Union Church Rd. Keller, TX 76248

Phone Number: 8179038887

( ) In Favor

(X) Opposed

Reasons and/or Comments:

I HAVE OWNED PROPERTY ON 1000 KENNEDY LANE SINCE 1997, A 28,000 SQUARE FOOT BUILDING. I LEASE TO SMALL BUSINESSES. THERE HAVE BEEN MANY AUTOMOTIVE BUSINESSES SEEKING TO LEASE. I HAVE REFUSED THAT BUSINESS BECAUSE OF THE JUNKY APPEARANCE OF DAMAGED VEHICLES AND THE FLUIDS THAT ARE DISPERSED FROM THEM. I FIND OUT FROM A NEIGHBOR THAT THE SUBJECT SUP IS FOR A TOWING SERVICE, WHICH WILL RESULT IN A JUNK LIKE APPEARANCE OF CARS AROUND THE CORNER FROM ME ON A MAIN ROAD. I AM AGAINST THE GRANTING OF THE PROPOSED SUP AS IT IS NOT THE BEST USE FOR THE LAND AND IS NOT COMPATIBLE WITH THE DEVELOPED PROPERTIES THAT ARE NEIGHBORS.

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Planning Manager, at City of Saginaw, Texas, P. O. Drawer 79070, Saginaw, Texas 76179. If you have questions concerning this request, please call the Planning Manager, Susy Victor-Trevino, at 817-230-0440.

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Name: Randal D. Johnson

Address: 9609 Camp Bowie W. fort Worth, TX 76116

Phone Number: 817-797-7977

( ) In Favor

(X) Opposed

Reasons and/or Comments

This property is next to the entrance to Saginaw DC Business Park on Cook Ln. Saginaw Business Park consists of seven relatively new office /warehouse buildings ranging from 80,000 SF to 12,000 SF. The business Park is full. Businesses involved in auto or truck repair are not allowed. This keeps the Park appearance visually and physically clean, which makes it easier to lease to potential businesses who want a clean image for their business clients and staff. Having an auto impound lot/wrecker business next to Saginaw Business Park would not help the existing businesses or the leasing of Saginaw DC Business Park.

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Planning Manager, at City of Saginaw, Texas, P. O. Drawer 79070, Saginaw, Texas 76179. If you have questions concerning this request, please call the Planning Manager, Susy Victor-Trevino, at 817-230-0440.

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Name: Gary W. Havener

Address: 9609 Camp Bowie Blvd. West - Fort Worth, TX 76116

Phone Number: 817/239-1717

( ) In Favor

(x) Opposed

Reasons and/or Comments

We developed Saginaw DC Industrial Park contiguous to 200 South Blue Mound Road and have leased all eight buildings to solid, stable companies providing high-income employment.

When 200 South Blue Mound Road changed ownership, our hope was that this would yield an improvement in the property. We do not regard a proposed "auto impound lot wrecker business" as an improvement. Instead, we think it will have a negative effect on leasing and property values in the nearby area (within 500 yards) along South Blue Mound Road. Hence, we are opposed to the proposed Special Use Permit.







Susana Victor

From: Gary Havener <gary@havener.com>
Sent: Monday, September 12, 2022 8:15 AM
To: Susana Victor
Subject: RE: P&Z 09/13/22 SUP

Further response to staff comments to my earlier email reply:

1. Doesn't conform to zoning because the lot width is only 125' wide and 150' is required.
2. My opinion it does not contribute to the general welfare of the city.
3. Proposed usage will discourage future leasing prospects.
4. No comment.
5. Almost anything would improve current curb appeal.
6. Proposed usage with neighboring property will have negative effect on leasing.
7. No comment.
8. Propose usage will diminish value of neighboring properties.
9. No comment.
10. No comment.
11. Proposed usage is not in harmony or compatible with adjacent property.
12. While a new building and fencing will give the property a new look It is still not compatible with the area.
13. Neighboring property ownership opinions were not solicited for the Pre-development Meeting.

This potential usage is simply not compatible with neighboring properties.

Gary Havener
P O Box 121969, Fort Worth TX 76121
(817) 239 1717
gary@havener.com

From: Susana Victor <svictor@saginawtx.org>
Sent: Thursday, September 8, 2022 5:18 PM
To: Gary Havener <gary@havener.com>
Cc: Randal Johnson <RJ@HAVENER.COM>
Subject: RE: P&Z 09/13/22 SUP

Gary and Randal,

Please see attached the SUP request which will be included in the P&Z packet.

Please let me know if you need any further information.

Best Regards,
Susy Victor-Trevino

Planning Manager
City of Saginaw
205 Brenda Lane
Saginaw, TX 76179
817-230-0440
svictor@saginawtx.org

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (8)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Consideration and Action regarding Individual Project Order (IPO) for 2022 Saginaw Playground Assessments

BACKGROUND/DISCUSSION:
This item is for consideration for approval of funding for the 2022 Saginaw Playground Assessments IPO. The proposed IPO will be completed by Kimley-Horn & Associates. It will include evaluations of all of the City's park facilities and the equipment in the parks. The IPO also includes consultation with City Staff, meetings, and a detailed final report of their findings. The cost for the proposed IPO is $38,000.

This item is scheduled for consideration by the Advisory Recreation and Parks Board at their meeting on Monday, October 19th.

FINANCIAL IMPACT:
The financial impact is $38,000 and funding will come from future Park Bond Funds.

RECOMMENDATION:
Staff recommends approval and will inform the Council of the recommendation from the Advisory Recreation and Parks Board.

ATTACHMENTS:

Description

Memo with Proposed IPO

Memorandum

September 14, 2022

To: Parks and Recreation Advisory Board Members
From: Randy Newsom, Director Public Works
Subject: 2022 Saginaw Playground Assessment IPO

This item is for consideration and recommendation to Council for the funding of the Saginaw Playground Assessment. The assessment will be completed by our engineer Kimley Horn & Associates. It will include evaluations of all of our park facilities and the equipment in these parks. In addition to that, there will be consultation with City Staff, meetings and a detailed final report of their findings.

The cost for the 2022 Saginaw Playground Assessment is $38,000 and funding would come from future Park Bond Funds. Staff would like for the Park Board to recommend to Council, for the approval of the funding for the 2022 Saginaw Playground Assessment IPO in the amount of $38,000.

Thanks

Randy Newsom
Director Public Works

INDIVIDUAL PROJECT ORDER NUMBER 2022 SAGINAW PLAYGROUND ASSESSMENTS

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 Playground Assessments
KH Project Manager: Katherine Utecht

Specific Scope of Basic Services:

This project consists of playground site visits and an assessment of existing playground conditions for nine (9) City playgrounds as defined in Task 2.

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) virtual or in-person kick-off meeting with City Staff to review schedule and deliverables.

2. Meetings –

    a. The Consultant will prepare for and attend two (2) virtual or in-person City assessment review meetings.
    b. The Consultant will prepare for and attend two (2) in-person City Parks Advisory Board meetings.
    c. The Consultant will prepare for and attend two (2) in-person City Council meetings.

3. Coordination – Project communication, correspondence, and coordination with City. The Consultant anticipates 1 hour a week for the duration of the project, not to exceed 20 hours, for project communication (emails, phone calls, meetings, project updates/clarifications).

Services/Deliverables provided by the Client:

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

Task 2 – Playground Site Visits

The Consultant will perform a Certified Playground Safety Assessment to review the existing conditions of nine (9) playground areas at the following locations:

1. William Houston Park – 700 Park Center Blvd, Saginaw, TX 76179

2. Willow Creek Park – N Knowles Dr., Saginaw, TX 76179, north of the softball field

3. Willow Creek Park – N Knowles Dr., Saginaw, TX 76179, south of basketball courts and east of Parkwest Blvd

4. Willow Creek Park – N Knowles Dr., Saginaw, TX 76179, west of S Knowles Dr. and north of Willow Creek Paw Park (101 S Knowles Dr., Saginaw, TX 76179)

5. Opal Jo Jennings Park – 700 Opal St., Saginaw, TX 76179

6. Brian Schwengler Memorial Park – 812 Thompson Dr., Saginaw, TX 76179

7. Highland Station Park – 1501 High Country Trail, Saginaw, TX 76131, east of High Country Trail and west of Highland Station Park Dog Park

8. Highland Station Park – 1501 High Country Trail, Saginaw, TX 76131, east of Trinity Trail and north of Highland Station Park parking lot

9. Sagewood Park – 1055 Sagewood Lane, Saginaw, TX 76131

The Consultant will conduct one (1) site visit for each location as directed by the City to observe the playground area. The Assessment will not be exhaustive or extend to every aspect of the existing play components and will be limited to visible surfacing and vertical play features.

Task 3 – Playground Assessment

The Consultant will provide the City with a written Assessment identifying the play components, photography of existing conditions identifying items inconsistent with the below-mentioned standards, and recommendations to improve the items inconsistent with the below-mentioned standards. The Consultant will provide the City with a matrix of noncompliant items and a rough order of magnitude cost estimate for improvements.

The Assessment will evaluate:

1. The play equipment and material condition, clearances, and use areas consistent with the standards of the American Society for Testing and Materials (ASTM) section F1487 and the Public Playground Safety Handbook (PPSH) issued by the Consumer Product Safety Commission.

2. Other observed priority safety hazards classified by ASTM F1487 and PPSH, if any.

If a safety hazard identified requires immediate action from the City and requires the Consultant to conduct additional site visits to observe the proposed remedy, all site visits and additional documentation will be an additional service that will be billed at our current hourly rates.

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:

- Measuring surfacing depth compared to play equipment critical height
- Surfacing HIC or GMAX testing consistent with ASTM F1292 or ASTM F3313-20
- The accessibility route to the playground area consistent with the 2010 Department of Justice American Disability Act (ADA) Standards for Accessible Design
- The accessible inclusive play elements at each playground

- 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.
- 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.
- 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. Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

Deliverables:

- Playground Improvement Matrix

Terms of compensation:

Task Name	Budget Amount	Fee Type
Task 1 – Project Meetings and Coordination	$ 9,000	(Lump Sum)
Task 2 – Playground Site Visits	$ 10,500	(Lump Sum)
Task 3 – Playground Assessment	$ 18,500	(Lump Sum)
Total Fee	**$38,000**	

Consultant will perform the services in Tasks 1 through 3 for the total lump sum fee of $38,000. Individual task amounts are informational only. 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.

Lump Sum tasks will be invoiced based on the percent completion of the tasks.

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.

Standard Rate Schedule

(Hourly Rate)

Analyst	$125 - $200
Professional	$180 - $240
Senior Professional I	$225 - $285
Senior Professional II	$265 - $300
Senior Technical Support	$150 - $220
Support Staff	$95 - $135
Technical Support	$95 - $140

Effective through June 30, 2022

Subject to periodic adjustment thereafter

ACCEPTED:

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

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (9)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Consideration and Action regarding Relocation of Kiwanis Veterans Memorial Park

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

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

The cost for the relocation would come from the future Parks Donations Fund.

This item is scheduled for consideration by the Advisory Recreation and Parks Board at their meeting on Monday, October 19th.

FINANCIAL IMPACT:
The estimated financial impact is $185,000 with an alternate option in the estimated amount of $125,000.

RECOMMENDATION:
Staff recommends approval and will inform the Council of the recommendation from the Advisory Recreation and Parks Board.

ATTACHMENTS:

Description

Memo from DPW Newsom

Memorandum

September 14, 2022

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

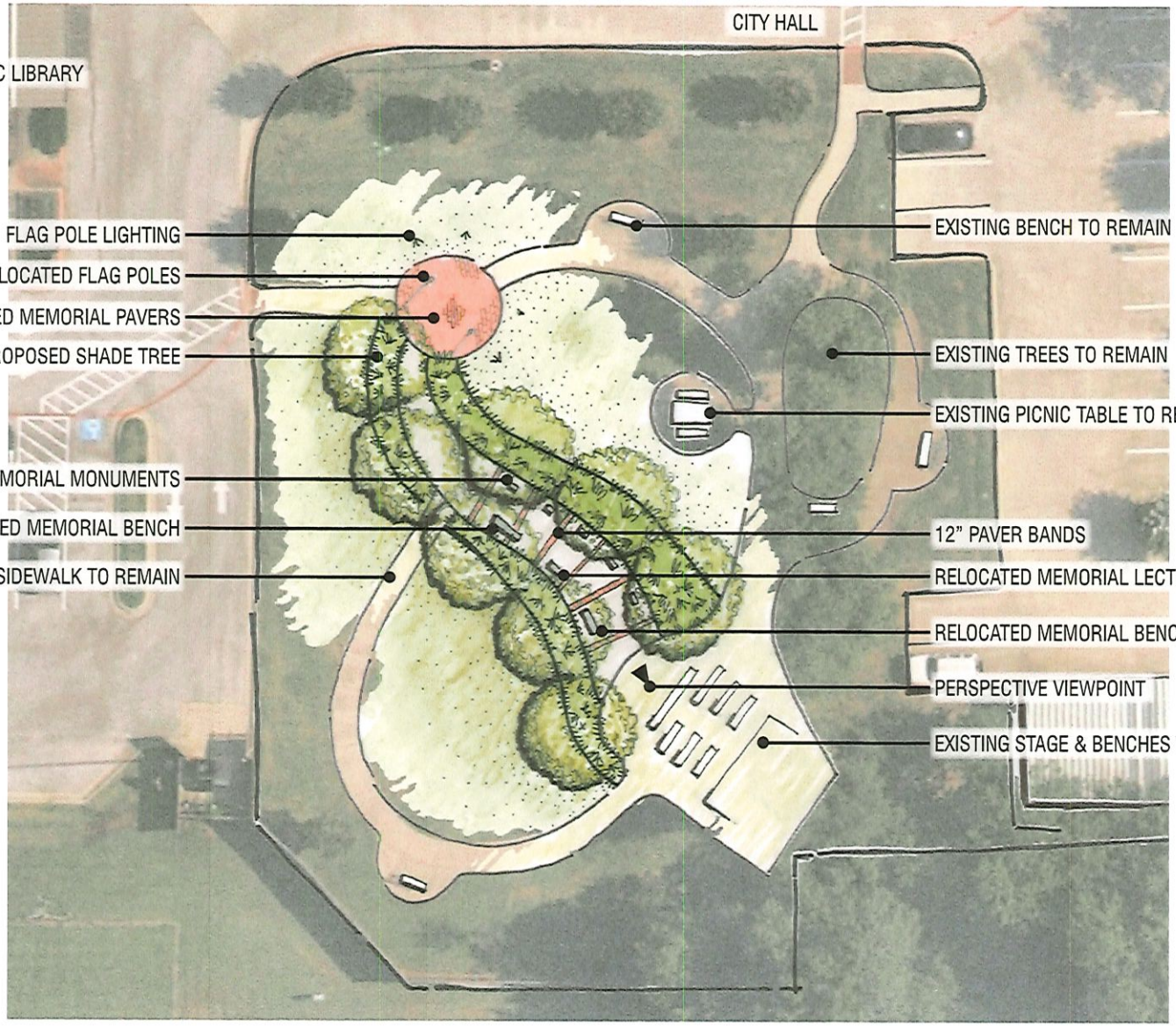
This is a request for consideration for the relocation of Kiwanis Veterans Memorial Park. Currently the existing Kiwanis Park is located on Saginaw Boulevard just South of Fire Station 1. This is not a desirable location due to the noise from vehicle traffic and trains.

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

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

Thanks

Randy Newsom
Director Public Works



NORTH

0 5' 10' 20' 40'

SCALE: 1"=20'

KIWANIS VETERANS MEMORIAL RELOCATION

SAGINAW, TEXAS

CONCEPT PLAN

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

Kimley»Horn

JUNE 2022



KIWANIS VETERANS MEMORIAL RELOCATION

SAGINAW, TEXAS

CONCEPT PERSPECTIVE

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

Kimley»Horn

JUNE 2022

Kiwanis Veterans Memorial Relocation Concept
Opinion of Probable Cost
Prepared by Kimley-Horn
June 9, 2022

Kimley»Horn

SAGINAW TEXAS

Hardscape					
ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Masonry					
Memorial Monument Relocation	LS	1	$ 15,000.00	$ 15,000.00	Relocate 5 monuments, 1 lecturn, 1 bench, 2 flag poles
Reinforced Concrete Footings	CY	30	$ 350.00	$ 10,500.00	Footings for 5 monuments, 1 lecturn, 1 bench, 2 flag poles
Paving					
Pedestrian Pavers	SF	315	$ 10.25	$ 3,228.75	Pedestrian Pavers (Sand Setting Bed) (Circular Plaza)
Pedestrian Paver Bands	SF	75	$ 10.25	$ 768.75	Pedestrian Pavers (Sand Setting Bed) (12" Bands)
Concrete Walk	SF	800	$ 10.00	$ 8,000.00	5" thick reinforced, sandblasted finish, natural gray
Demo & Removals	LS	1	$ 10,000.00	$ 10,000.00	
Fine Grading & Dirt Work	LS	1	$ 12,000.00	$ 12,000.00	
Furnishings					
Steel Edge	LF	200	$ 5.25	$ 1,050.00	3/16" Black/ Green Heavy steel edging bent in smooth curves
Bench	EA	1	$ 5,000.00	$ 5,000.00	Granite bench to match existing
			Subtotal	$ 65,547.50	

Softscape					
ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Planting					
Trees - large canopy	EA	8	$ 950.00	$ 7,600.00	avg. 3" cal.
Shrubs and Groundcover	SF	1,500	$ 8.50	$ 12,750.00	avg. 3 gal. material
Common Bermuda	SF	1,400	$ 0.55	$ 770.00	Bermuda sod to limits of disturbance
Irrigation					
Irrigation - permanent shrub	SF	1,500	$ 2.15	$ 3,225.00	Drip irrigation
Irrigation - tree bubblers	EA	8	$ 250.00	$ 2,000.00	One per tree
Irrigation - turf	SF	1,400	$ 1.30	$ 1,820.00	Pop ups and small rotors to limits of disturbance
Miscellaneous					
Bed Prep	SF	1,500	$ 0.70	$ 1,050.00	
Basalt Stone Dust Mulch	CY	19	$ 550.00	$ 10,450.00	
			Subtotal	$ 39,665.00	

Utilities & Electrical					
ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Accent Lighting Allowance	LS	1	$ 20,000.00	$ 20,000.00	Up lighting for flag poles and trees
Wiring & Circuitry	LS	1	$ 12,000.00	$ 12,000.00	Contractor to provide panel, owner to provide power to pedestal
Water Meter and Tap	LS	1	$ 12,000.00	$ 12,000.00	
			Subtotal	$ 44,000.00	

Kiwanis Veterans Memorial Relocation Base Bid Total	**$**	**149,212.50**
MOBILIZATION ±10%	$	14,921.25
CONTINGENCY ±15%	$	20,866.25
Kiwanis Veterans Memorial Relocation Base Bid Grand Total	**$**	**185,000.00**

Alternate Bid Option					
ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Hardwood Mulch (In Liue of Basalt Stone Dust Mulch)	SF	1,500	$ 0.50	$ 750.00	
Temporary Irrigation (In Lieu of Permanent)	SF	1,400	$ 0.35	$ 490.00	PVC pipe placed on-grade
12" Concrete Bands Broom Finish (In Lieu of Pavers)	SF	85	$ 8.00	$ 680.00	5" thick reinforced, broom finish, natural gray
Accent Lighting (2) (Relocate Existing Fixtures Only)	LS	1	$ 12,000.00	$ 12,000.00	Up lighting for flag poles only
Wiring & Circuitry (2) (Relocate Existing Fixtures Only)	LS	1	$ 8,000.00	$ 8,000.00	Contractor to provide panel, owner to provide power to pedestal
			Subtotal	$ 1,920.00	

Kiwanis Veterans Memorial Relocation Alt Bid Total	**$**	**100,868.75**
MOBILIZATION ±10%	$	10,086.88
CONTINGENCY ±15%	$	14,044.37
Kiwanis Veterans Memorial Relocation Alternate Bid Grand Total	**$**	**125,000.00**

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

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (10)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Consideration and Action regarding Approval of a Playground Structure at the new Library Facility

BACKGROUND/DISCUSSION:
This request is for consideration for the funding for the construction of a playground structure behind the future Saginaw Public Library. This playground will provide an area for kids to go outside and play.

Due to the increase in construction costs for the new Library, cuts had to be made that have resulted in a lack of funds for the cost of this playground. Funds for the estimated cost to construct the playground including the rubberized fall protection will come from the future Park Bond Fund. The estimated cost is $125,000.

This item is scheduled for consideration by the Advisory Recreation and Parks Board at their meeting on Monday, October 19th.

FINANCIAL IMPACT:
The estimated financial impact is $125,000.

RECOMMENDATION:
Staff recommends approval and will inform the Council of the recommendation from the Advisory Recreation and Parks Board.

ATTACHMENTS:

Description

Memo from DPW Newsom

Memorandum

September 14, 2022

To: Parks and Recreation Advisory Board Members
From: Randy Newsom, Director Public Works
Subject: Installation of a Play Structure w/ Fall Protection

This request is for consideration and recommendation to Council for the funding for the construction of a play structure behind the future Saginaw Public Library. This playground will provide an area for kids to go outside and play.

Due to the increase in construction costs for the new Library, cuts had to be made that have resulted in a lack of funds for the cost of this playground. The cost to construct this playground including the rubberized fall protection would come from the future Park Bond Fund. Estimated cost to construct this playground with fall protection will be approximately $125,000.

Thanks

Randy Newsom
Director Public Works

City of Saginaw

Meeting Date: 9/20/2022

Staff Contact: Lee Howell
Assistant City Manager

E-mail: lhowell@saginawtx.org

Phone: 8172300325

Agenda Items: (11)

SUBJECT:
Consideration and Action regarding Professional Services Agreement Proposal by Animal Arts Studios Inc. to Provide Design Services for a New Animal Services Shelter.

BACKGROUND/DISCUSSION:
On July 5, 2022, at the meeting of the City Council in Regular Session, Council Members gave direction to staff to explore professional services proposals for a needs assessment and possible future design services of a new Animal Services Shelter.

Animal Arts Design Studio, Inc. (Animal Arts) and Principal Architect Heather E. Lewis have collaborated on hundreds of architectural designs and assessments all over the United States and are considered one of the premier designers and consultants in the unique field of animal care facilities.

Most recently Animal Arts consulted for the City of Ft. Worth on the Chuck Silcox Animal Care and Adoption Center which opened in 2021. Animal Arts is currently serving as consultant for a master needs assessment, plan, and design for Austin Pets Alive in Austin, Texas, and several other design projects around the country.

The Animal Arts proposal would include a facility needs assessment, including a site assessment, recommendation of program spaces with options, cost estimating, and a summary of costs with costing options. A final report would include preliminary design plans, a floor plan recommendation, and an analysis of capacity requirements needed to serve the citizens of Saginaw and our animals.

With approval of this agreement the City would have the option to expand services to include fund raising renderings, and more detailed design documents.

FINANCIAL IMPACT:
Costs associated with this agreement would come from 2021-22 ARPA funds. A range of services are divided into options with itemized costs.

FEES:
The fees for services described in this Agreement are listed below. The city may authorize Animal Arts to proceed with all or only a portion of the work associated with these fees:
• Needs Assessment, Workshop, and Report $13,600
• Optional In-Public Stakeholder Meeting $1,000
• Optional In-Person City Council Meeting $2,800
• Optional Fundraising Drawings $25,000
The fee will be billed monthly based on the percentage of work complete for the authorized service.

REIMBURSABLE EXPENSES:
In addition to the fees outlined above, the city will be responsible for reimbursable expenses, including airfare, lodging, car rental, mileage, reproduction costs, and shipping. Reimbursable expenses are billed at 1.15 times actual cost and will be invoiced monthly as they occur. A not to exceed budget of $7,000 has been established for these costs for the full scope of work in this Agreement.

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description
Qualifications & Portfolio Informaition Packet
Animal Arts Studios, Inc. Proposal

Saginaw Animal Services

Qualifications

July 13, 2022

SAGINAW
ANIMAL SERVICES AND ADOPTION CENTER



ANIMAL ARTS
architecture · animals · people

ANIMAL ARTS
architecture · animals · people

July 13, 2022

Lee Howell
Assistant City Manager
City of Saginaw, Texas
333 W. McLeroy Boulevard
Saginaw, Texas 76179

Dear Chief Lee,

Thank you for contacting us about helping the City of Saginaw plan for a new animal shelter for the community.

Animal Arts has worked on hundreds of animal shelter projects across the nation. In 2021, with PGAL, we were pleased to mark the grand opening of the Chuck Silcox Animal Care and Adoption Center that our firms collaborated on for the City of Fort Worth.

Enclosed is some information illustrating our firm's unique credentials to act as the as an animal care design specialist for your project. I will be sending you the proposal for the scope of work we discussed soon.

We look forward to the opportunity to speak with you further about the how we can help the people and animals in your community.

Sincerely,



Heather E. Lewis, AIA

Principals:
Heather E. Lewis, AIA, NCARB
Vicki J. Pollard, AIA, NCARB, CVT
Sean M. McMurray, AIA, NCARB
Sarah E. Boman, AIA, NCARB
Kelly A. Rayon, AIA, NCARB

4520 Broadway Street
Suite E
Boulder, CO 80304

P 303.444.4413
800.332.4413
F 303.444.1759

www.animalarts.com

Our Art is the process of designing spaces for the care and shelter of animals by understanding our clients' needs, goals and aspirations.

Architectural licenses carried in:

Arizona, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Montana Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Virginia, Washington, Washington DC, Wisconsin, Wyoming, Alberta, Canada.

Affiliations

American Institute of Architects.
National Council of Architectural Registration Boards.
Society of Animal Welfare Administrators.

ANIMAL ARTS

architecture · animals · people

Animal Arts specializes exclusively in animal shelter and veterinary hospital design. We have a proven track record of success with over 1,000 projects in 40 states, Canada and overseas.

The Art of Architecture

- Designers of animal shelters ranging in size from 3,600 to 110,000 square feet.
- Forty-five *Architectural Excellence Awards*, dvm360/Veterinary Economics Hospital Design Competition.
- *2020 Hospital of the Year*, Prescott Animal Hospital, Prescott, Arizona.
- *2018 Specialty Hospital of the Year,* Wheat Ridge Animal Hospital, Wheat Ridge, Colorado.
- *2017 Specialty Hospital of the Year*, Pet Emergency Clinic and Referral Center, Spokane, Washington.
- *2012 Hospital of the Year,* Coral Springs Animal Hospital, Coral Springs, Florida.
- *2003 Hospital of the Year* and *2007 Best Specialty Hospital,* Upstate Veterinary Specialists and Animal Emergency Clinic, Greenville, South Carolina.
- *Special Recognition Award* from the International Masonry Institute, New Jersey Region for The Seeing Eye, Inc., Morristown, New Jersey.
- AIA Southern Arizona *2019 Distinguished Building Honor Award*, Pima Animal Care Center.
- APWA Colorado *2018 Public Works Project Award*, Larimer Humane Society.
- *2014 ABC New Mexico Eagle Award for Excellence in Construction*, Animal Humane New Mexico.

The Art of Animals

- We have provided Needs Assessment, Master Planning, and Fundraising Packages for numerous government and nonprofit organizations.
- We understand the unique needs of shelters.
- Our design of innovative animal care environments that reduce stress and promote overall animal wellness and socialization puts us at the forefront of the newest approaches to animal care.
- Our command of building systems and material solutions is specific to animal care facilities.

The Art of People

- Animal Arts believes listening is an art. Open communication is fundamental to our design process.
- We provide our clients with a proven system of interactive workshops and project work sessions.
- We have a body of past clients from which we can draw experience and perspective.

Animal Arts has spoken on the unique design requirements of animal care facilities at these conferences:

Conference on Stray Dogs and Animal Welfare
Taipei City Zoo, Taipei, Taiwan, Republic of China

Humane Society of the United States
Animal Care Expo

American Humane Association
The Conference

American Humane Association Shelter Design Workshop
Denver, Colorado

Veterinary Economics Hospital Design Conference/Central Veterinary Conference
Kansas City, Missouri

VMX North American Veterinary Conference
Orlando, Florida

Western Veterinary Conference
Las Vegas, Nevada

American Animal Hospital Association
Fall Management Conference
Annual Management Conference

Australian Veterinary Association
Annual Conference

British Veterinary Hospital Association
Annual Conference

Texas Unites for Animals
Annual Conference

As experts in the field, **Animal Arts** has published the following books and articles and has contributed to the following reference materials:

BOOKS:

Practical Guide to Veterinary Hospital Design: From Renovations to New Builds
American Animal Hospital Association Press, 2018

Operational Guide: Planning and Building a Shelter
for the American Humane Association, 2001

Designing the Future: Innovative Solutions for the Veterinary Medical Facilities of Tomorrow, 1999

REFERENCE MATERIALS:

Blackwell's Five-Minute Veterinary Practice Management Consult, 2007, 2013

Boarding Kennel Design Handbook,
American Boarding Kennel Association

Architectural Graphic Standards,
American Institute of Architects, Veterinary Hospital Section

Veterinary Practice Building, Design Starter Kit, American Animal Hospital Association

ARTICLES:

Veterinary Economics/Vetted

dvm360, DVM Newsmagazine Online

TRENDS Magazine

FearFreeHappyHomes.com

The Horse Magazine

EquiManagement Magazine



Heather E. Lewis, AIA, NCARB, AAA

Heather joined Animal Arts in August 2000 and has been a principal with the firm since 2004. Her primary area of expertise is in facilitating the streamlined management of animal shelter projects. She is also in charge of the management of equine and large animal projects.

Heather has overseen the drawing production and construction administration for significant animal care facilities, including the 110,000 square-foot Dumb Friends League in Denver. She was the project manager for the 36,000 square-foot LEED Platinum Denver Animal Shelter, and the 57,000 square-foot, multi-story animal shelter and veterinary hospital with veterinary teaching facilities for the Seattle Humane Society. Heather was also the principal for Prescott Animal Hospital and The PARC Vet, winners of 2020 *dvm360/ Veterinary Economics* Hospital Design Awards.

Heather is highly experienced in the front-end development of animal shelter projects and has completed needs assessments for numerous projects, including Humane Society of the Treasure Coast in Palm City, Florida; the Larimer Humane Society in Fort Collins, Colorado; and Los Angeles County in California.

She is currently working on animal shelter projects for the cities of Fort Worth, Texas, and Palm Beach, Florida, and the Atlanta Humane Society.

Heather has spoken on animal care facility design at the HSUS Animal Care Expo, the dvm360 Fetch Hospital Design Conference, the American Association of Equine Practitioners Conference, NAVC VMX, Texas Unites for Animals, the American Association of Feline Practitioners Conference, and the UC Davis International Symposium on Feline Health. She has been published in *Blackwell's Five-Minute Veterinary Practice Management Consult* and has written numerous articles for dvm360 online and *Veterinary Economics* and *EquiManagement* magazines.

EDUCATION

Master of Architecture, First Professional, University of Texas at Austin, 2000.
AIA Award for Scholarship and Professional Promise
Henry Adams Fund Award for excellence in the study of Architecture.
Bachelor of Science, Cum Laude, University of North Carolina, 1996.

REGISTRATIONS

Licensed Architect - Alabama, Colorado, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, New Hampshire, New Mexico, New York, Ohio, Oklahoma, Pennsylvania, Tennessee, Wisconsin, Alberta, Canada.

AFFILIATIONS

American Institute of Architects.
National Council of Architectural Registration Boards.
Society of Animal Welfare Administrators.
Fear Free Advisory Board.



Selected Animal Shelter Projects

This list represents the larger animal shelter projects that Animal Arts has undertaken in the past five years. We have also engaged in dozens of smaller needs assessment, schematic design, and consulting work.

In addition, this list does not include the 300 or so veterinary projects that we have been a part of over that same time period.

Amanda Foundation
Beverly Hills, California
Architect of Record
In Design Development

- A new, ground-up, 10,000 square-foot animal shelter and veterinary clinic.

ASPCA - New York
Pauling, New York
Architect of Record - Interiors
In Construction Documents

- A new, ground-up, 31,000 square-foot Rehab and Recovery Center for dogs.

Animal Rescue League of Boston
Boston, Massachusetts
Architect of Record
Needs Assessment for Boston facility
Completed October 2019

Arizona Humane Society - Van Buren
Phoenix, Arizona
Architect of Record
Under Construction

- A 47,000 square-foot animal trauma center, public veterinary clinic, and animal shelter.

Atlanta Humane Society
Atlanta and Alpharetta, Georgia
Prime Consultant
Organization-Wide Master Plan - ***Completed July 2018***
New Headquarters - ***Under Construction***

- A new, ground-up, 42,000 square-foot adoption and headquarters building.

Austin Pets Alive
Austin, Texas
Prime Consultant
Master Planning, Needs Assessment, Conceptual Design
Ongoing

- A new, ground-up 19,000 square-foot animal housing facility near their main campus.

City of Daphne Animal Care and Control
Daphne, Alabama
Architect of Record - Interiors
In Construction Documents

- A new, ground-up, 10,000 square-foot animal shelter.

City of Fort Worth Animal Care and Control
Fort Worth, Texas
Architect of Record - Interiors
Completed April 2021

- A new animal sheltering campus of a total of 26,000 square feet.

City of San Bernardino
San Bernardino, California
Prime Consultant
Needs Assessment, Master Plan, Conceptual Design
In progress

- A new 45,000 square-foot animal shelter and veterinary clinic.

Cleveland Animal Protective League
Cleveland, Ohio
Architect of Record - Interiors
Completed November 2021

- A 9,500 square-foot addition and 15,000 square-foot renovation to an existing animal shelter.

Colorado Horse Rescue
Longmont, Colorado
Architect of Record
Master Planning and Fundraising Documents
Completed August 2020

Connecticut Humane Society
Newington, Waterford, Westport Connecticut
Prime Consultant
Master Plan for future of all CHS - *Completed June 2018*
New Shelter - *In Schematic Design*

- A, new, ground-up 15.000 square-foot animal shelter.

Divine Feline: Feline Fix
Commerce City, Colorado
Architect of Record
Completed April 2018

- A 3,300 square-foot adaptive reuse for a new spay/neuter clinic.

DuPage County Animal Care and Control
Wheaton, Illinois
Prime Consultant
Needs Assessment, Programming, Schematic Design, Consultant
In Design Development

- A 12,000 square-foot addition and 9,000 square-foot renovation to an existing animal shelter.

Dumb Friends League - Leslie A. Malone Center
Denver, Colorado
Architect of Record
Completed July 2021

- A 110,000 square-foot renovation to most of the campus to create state-of-the-art veterinary facilities, improved animal housing for dogs, and a better adoption experience.

Dumb Friends League - San Luis Valley Animal Center
Alamosa, Colorado
Architect of Record
Completed March 2021

- A 8,500 square-foot animal shelter.

Dumb Friends League - Veterinary Hospital at Yuma
Denver, Colorado
Architect of Record
Completed September 2018

- The renovation of a 3,800 square-foot public spay/neuter clinic.

El Cajon Animal Shelter
El Cajon, California
Prime Consultant
Completed June 2018

- A 10,858 square-foot animal shelter.

Erie County SPCA
Tonawanda, New York
Prime Consultant
Completed in October 2017

- A 52,000 square-foot new shelter, barn, and veterinary hospital.

Fulton County Animal Services
Atlanta, Georgia
Architect of Record - Interiors
In Construction Documents

- A new, ground-up, 46,000 square-foot animal shelter and veterinary clinic.

Greater Birmingham Humane Society Birmingham Animal Shelter
Birmingham, Alabama
Prime Consultant
Ongoing
Needs assessment to review current campus to determine whether or not to repurpose existing buildings on the existing site or build a new facility. Campus shared by both organizations.

Guide Dogs for the Blind
San Raphael, California
Prime Consultant
Completed May 2020

- Design for a new whelping and puppy kennel facility to support the breeding program for GDB on their San Rafael Campus.
- Includes an approximately 18,000 square-foot kennel building plus exterior canine enrichment spaces.

Hawaii Island Humane Society
Kailua Kona, Hawaii
Architect of Record
Under Construction

- A multi-phase construction of a campus of buildings totaling 35,000 square feet and including adoption pavilions, an intake/veterinary center and a dog park.

Hawaiian Humane Society
Oahu, Hawaii
Prime Consultant
Under Construction

- A new, 5.5-acre campus with adoptions, animal control, lost and found, spay/neuter clinic, in-house veterinary clinic, and dog park.

Humane Animal Rescue
Pittsburgh, Pennsylvania
Architect of Record - Interiors
Completed January 2017

- A 35,600 square-foot animal shelter and veterinary hospital.

Humane Society of Boulder Valley
Boulder, Colorado
Architect of Record
Under Construction

- A renovation and expansion of the veterinary hospital. The shelter and hospital were originally designed by Animal Arts.

Humane Society of Greater Dayton
Dayton, Ohio
Prime Consultant
Needs Assessment, Fundraising Package, Bridging Documents and Consulting
October 2021

- A new 5,000 square-foot veterinary hospital and a new 8,700 square-foot adoption facility.

Humane Society of Kent County
Chestertown, Maryland
Architect of Record
Under Construction

- A new, ground-up 10,000 square-foot animal shelter and veterinary clinic.

Humane Society of Southwest Washington
Vancouver, Washington
Prime Consultant
Schematic Design, Consulting
In Schematic Design

- Renovations and additions to an existing animal shelter campus.

Humane Society of Summit County
Twinsburg, Ohio
Architect of Record
Needs Assessment, Fundraising Drawings
In Fundraising

- A new, ground-up, 19,000 square-foot animal shelter and veterinary clinic.

Humane Society of the Pikes Peak Region
Colorado Springs, Colorado
Architect of Record
Master Planning - *Completed August 2021*
Veterinary Expansion - *Under Construction*

- A complete master plan for the future of the shelter.
- A 7,600 square-foot expansion and renovation of the veterinary clinic.

Humane Society of the Treasure Coast
Palm City, Florida
Architect of Record
Needs Assessment, Fundraising Drawings
Ongoing

- Renovations/additions to the existing animal shelter.

Humane Society of Vero Beach and Indian River County
Vero Beach, Florida
Prime Consultant
Master Planning
Completed March 2022

- A reimaged campus with a Learning Lab, a Hub with crisis housing for pets, foster care, and public vet care, animal intake with shelter medicine and behavior care, an adoption center, barn, wildlife rehab center, and a café.

Ingham County Animal Shelter
Mason, Michigan
Needs Assessment, Programming, Schematic Design and Consultation
Completed June 2019

- A 16,000 square-foot animal shelter and veterinary clinic.

Kauai Humane Society
Lihue, Hawaii
Architect of Record
Needs Assessment, Conceptual Design, Fundraising Drawings
Completed October 2021

- A revising of their campus with a new veterinary hospital, cat café and expanded/renovated adoption facility.

Kentucky Humane Society
Louisville, Kentucky
Architect of Record
In Fundraising

- A 9,000 square-foot treatment and animal rehabilitation center for animals.

Larimer Humane Society
Loveland, Colorado
Architect of Record
Completed September 2017

- A new, ground-up, 39,000 square-foot animal shelter and veterinary clinic.

Los Angeles County Animal Care and Control
Los Angeles, California
Facilities Master Plan
Completed February 2018

Loudoun County Animal Shelter
Leesburg, Virginia
Architect of Record
Completed July 2021

- A 25,000 square-foot animal shelter and veterinary clinic.

Maui Humane Society
Wailuku, Hawaii
Prime Consultant
Completed January 2022
Needs Assessment, Conceptual Design, Fundraising Drawings

- A new, 20,000 square-foot building on the existing campus to expand services.

MonDak Animal Rescue
Williston, North Dakota
Prime Consultant
Needs Assessment, Programming, Bridging Documents
Completed March 2019

- A 14,350 square-foot animal shelter.

Mountain Humane
Hailey, Idaho
Architect of Record
Completed January 2019

- A 31,065 square-foot animal shelter, cat café and spay/neuter clinic.

Nebraska Humane Society
Omaha, Nebraska
Prime Consultant
Completed June 2021

- A 20,000 square-foot renovation to the existing animal shelter. Animal Arts worked on the design on the original shelter in 2000.

Oakland County Animal Care and Control
Pontiac, Michigan
Needs Assessment, Programming, Schematic Design and Consultation
Completed October 2017

- A 33,000 square-foot animal shelter and veterinary clinic.

Oklahoma Humane Society
Oklahoma City, Oklahoma
Prime Consultant
Needs Assessment, Programming, Land Grant Application Assistance
In Fundraising

- A new, 26,400 square-foot animal shelter.

Palm Beach Animal Care and Control
Palm Beach, Florida
Prime Consultant
Needs Assessment, Architect of Record - Interiors
In Design Development

- Needs Assessment included five design options for renovations/ additions to the existing shelter.
- Renovations and additions to an existing animal shelter totaling 90,000 square feet.

Placer SPCA
Santa Rosa, California
Architect of Record
In Design Development

- A new, ground-up, 20,000 square-foot intake, shelter medicine, and public spay/neuter clinic.

Pima County Animal Care Center
Tucson, Arizona
Prime Consultant, Interior Construction Documents
First Phase completed January 2018

- A 66,000 square-foot renovation and expansion to the animal control, adoption and veterinary facility.

Santa Cruz SPCA
Santa Cruz, California
Architect of Record
Completed January 2021

- A new, ground-up, 7,100 square-foot animal shelter.

Seattle Humane Society
Bellevue, Washington
Prime Consultant
Interior Construction Documents
Completed September 2017

- A new, ground-up, 57,500 square-foot, three-story animal shelter that includes a veterinary teaching hospital.

Woods Humane Society
San Luis Obispo, California
Architect of Record
Renovation/expansion - Completed December 2016
North Shelter - In Preliminary Design

- A 2,205 square-foot addition and 2,582 square-foot renovation to an existing shelter to primarily update cat housing.
- A new, ground-up, 15,000 square-foot animal shelter.

ANIMAL SHELTER



Humane Animal Rescue

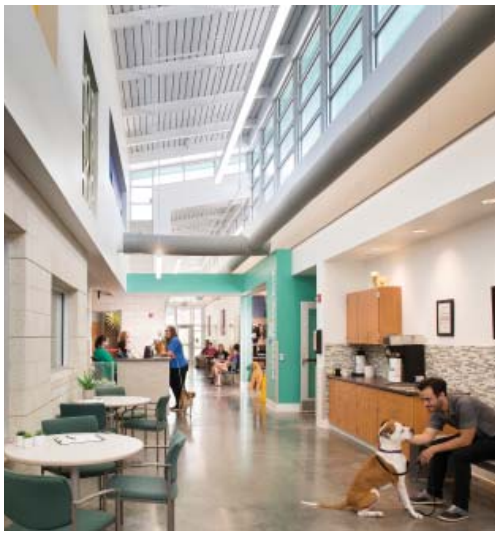
Pittsburgh, Pennsylvania

Humane Animal Rescue (formerly Animal Rescue League of Western Pennsylvania) moved just a few blocks down the street to their new, 34,400 square-foot shelter set on four acres.

This site allowed the team to provide separate entrances for different building functions while leaving plenty of room for a dog park used by the public and volunteer dog walkers.

The building merges the industrial, brick aesthetic of Pittsburgh with a modern, welcoming adoption gallery. Windows from the adoption gallery into the cat colony and dog real life rooms allow visitors (of all heights) to peek into the spaces.





ANIMAL ARTS

Dogs and puppies have easy access to outdoor yards and plenty of daylight within their housing. Cats stay entertained with a projection wall that displays nature films and natural light from large skylights helps lower stress. Bunnies have their own adoption room to provide appropriate housing for their unique needs.

Built In	Square Footage	Cost (Per Sq Ft)
2017	34,400	$387

Services Provided

- Needs Assessment
- Fundraising Drawings
- Interior Construction Documents







ANIMAL SHELTER



Larimer Humane Society
Loveland, Colorado

The new Larimer Humane Society facility is an excellent example of a private/public partnership success story. This 38,600 square-foot shelter building was funded through a combination of a tax initiative and a capital campaign. The new shelter is set on 27 acres, and features a public dog park, as well as walking trails for shelter staff and volunteers.

The building is designed to reflect local agricultural heritage in terms of form and materials, and to be at home in its community. All of the animal spaces exceed even the highest industry standards, with enriched cat condos, catios, and cat runs, and very generous indoor/outdoor dog runs emptying into pavilions where dogs can play in small groups.





APWA COLORADO CHAPTER

Recipient of a 2018 Public Works Project Award for their creative funding methods and innovative construction.

ANIMAL ARTS

Animal areas are hydronically heated for superior comfort. This shelter also features a full-service veterinary clinic for shelter and foster animals, with the capability to host future expanded services to the public.

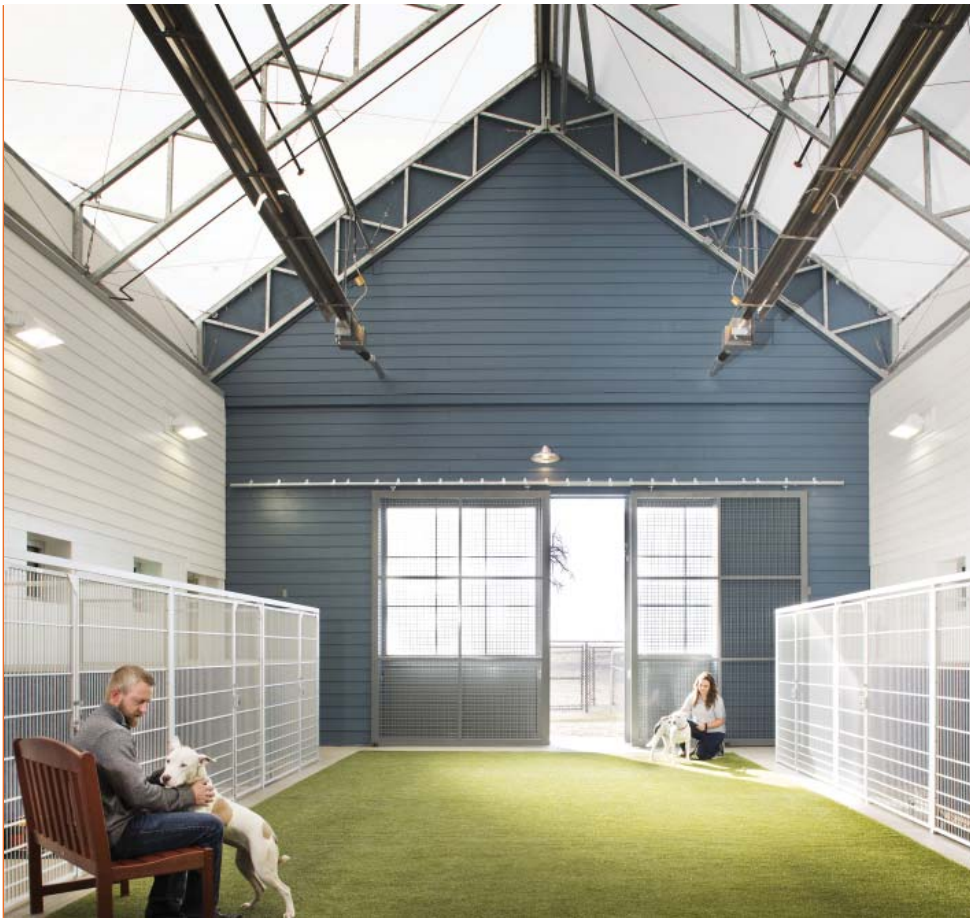
The project was delivered on time and in budget.

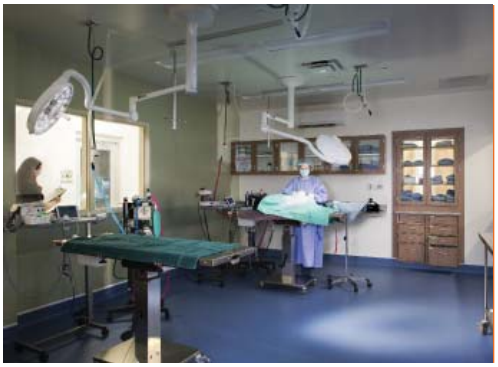
Built In
2017

Square Footage
38,600

Cost (Per Sq Ft)
$552

Services Provided
- Architect of Record
- Needs Assessment
- Fundraising Drawings







ANIMAL SHELTER



Loudoun County Animal Services
Leesburg, Virginia

The new, LEED Gold shelter for Loudoun County is a 25,000 square-foot, animal-housing-focused facility. Cat housing options include cat runs, catios, individual housing, and catitats. Even feral cats were considered with specially designed double-decker, indoor/outdoor housing. Rooms with purposeful housing for rabbits and other pocket pets and reptiles are also included in the facility. An entire wing of the building is dedicated to indoor/outdoor dog runs, appropriately sized by breed, that face open fields to the south. The shelter will provide housing for up to 69 dogs and 122 cats/small animals.

The shelter was designed to have expansive views through the building to create a continual connection with the outdoors. Courtyards contribute to that connection and also provide additional outdoor spaces for indoor/outdoor habitats.





The building has ample daylighting in 90 percent of its spaces, significantly reducing the need for electric lighting. Geothermal energy was incorporated into the building to provide heating and cooling.

Beautiful wood ceilings provide another connection to the outdoors in the lobby, multipurpose/ training room and in cat adoption.

A large, double-sided sallyport helps animal control in their efforts in this expansive and habitat-diverse community.

Built In	Square Footage	Cost (Per Sq Ft)	Services Provided
2021	25,000	$732	• Architect of Record







ANIMAL SHELTER



Mountain Humane

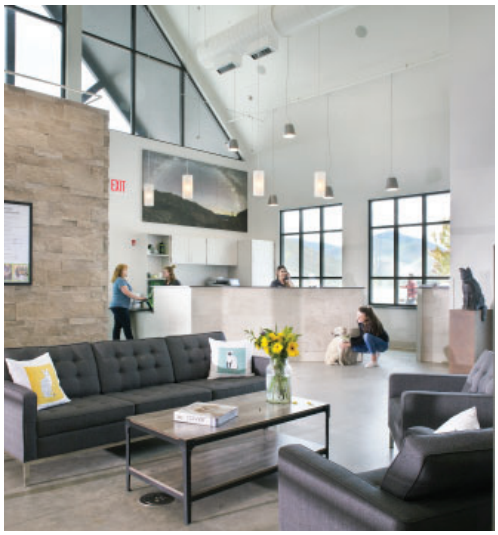
Hailey, Idaho

The new 31,500 square-foot building for Mountain Humane is much more than a shelter. This incredible space will help Mountain Humane lead the state of Idaho to a no-kill goal by 2025. The $16 million project is a showpiece for the region and beyond.

The building includes modern and healthy animal spaces, gallery-style adoption areas, humane education areas, animal training areas, a state-of-the-art veterinary clinic for in-house veterinary care and for limited public veterinary services, and a cat cafe.

The building has exceptional environmental systems. It utilizes photovoltaics, ground source heat pumps, radiant heating, and high-efficiency mechanical systems to vastly reduce the energy and resource consumption of a typical animal shelter.





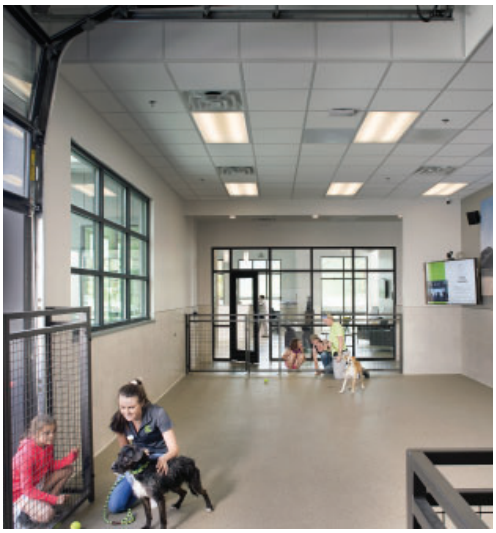
ANIMAL ARTS

Mountain Humane can and does use its new building as a tool for outreach, education, and assisting the residents of its communities. The new building allows the organization to transfer in 60 percent of its animals from out of the community, thereby saving more lives. Adoptions are up by 50 percent in the new building.

Built In	Square Footage	Cost (Per Sq Ft)	Services Provided
2019	31,500	$524	• Architect of Record







VETERINARY HOSPITAL



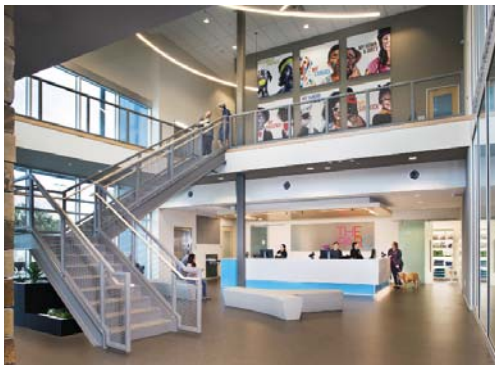
The PARC

People Animals Revolutionary Care
Fort Worth, Texas

The PARC is an innovative 25,000 square-foot veterinary facility that provides whole life and veterinary care for pets, including general medicine and preventative care, 27/7 emergency care, boarding, grooming, and play care for dogs and cats.

The hospital features a completely open and transparent approach to care, literally and figuratively. All glass exam rooms surround an all glass treatment room, ICU, doctors' station and surgery prep spaces. Deleting the barriers between pet healthcare and pet parents builds trust and respect. Another benefit of transparency is flooding the building with natural light. The double-height treatment space not only gathers soft light from north-facing windows, it allows the veterinarians and staff to look down into the space from the office areas above.

dmv360/Veterinary Economics 2020 Hospital of the Year Runner Up

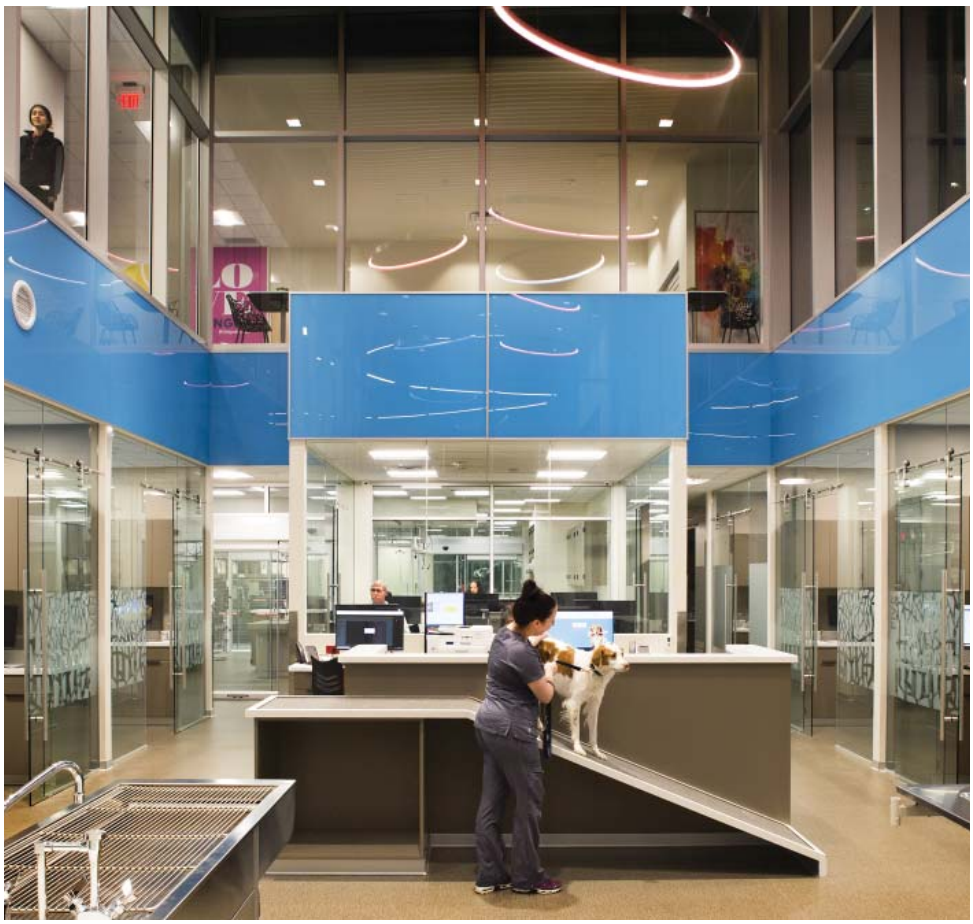




ANIMAL ARTS

The hospital features specialty and general surgery rooms, a full ICU, featuring a client visiting area, and several rooms for special services such as dental and ultrasound. The building also features a continuing education classroom with tiered seating, so the hospital can host educational seminars.

Built In	Square Footage	Cost (Per Sq Ft)	Services Provided
2018	25,000	$371	• Concept Design • Schematic Design • Bridging Documents







ANIMAL ARTS
architecture · animals · people

September 1, 2022

Lee Howell
Assistant City Manager
City of Saginaw
333 West McLeroy Boulevard
Saginaw, Texas 76179

Dear Chief Lee,

Enclosed is a revised agreement for a needs assessment for a new animal services facility for the City of Saginaw. Please review the agreement and let us know if the city has any further questions.

We look forward to the opportunity!

Sincerely,

Heather E. Lewis, AIA

Principals:
Heather E. Lewis, AIA, NCARB
Vicki J. Pollard, AIA, NCARB, CVT
Sean M. McMurray, AIA, NCARB
Sarah E. Boman, AIA, NCARB
Kelly A. Rayon, AIA, NCARB

4520 Broadway Street
Suite E
Boulder, CO 80304

P 303.444.4413
800.332.4413
F 303.444.1759

www.animalarts.com

September 1, 2022

AGREEMENT to
Provide Design Services

for:

City of Saginaw
333 West McLeroy Boulevard
Saginaw, Texas 76179

by:

Animal Arts Design Studios, Inc. (Animal Arts)
4520 Broadway, Suite E
Boulder, Colorado 80304

PROJECT SCALE, SCOPE, AND LOCATION
This Project involves a Needs Assessment and Preliminary Floor and Site Plan Drawings for new animal sheltering facilities for the City of Saginaw.

SCOPE OF WORK
Provide animal shelter design consultation services as summarized below in the table, and then described in greater detail on the following pages. Note: in the fee section of this Agreement, the services are divided into options with itemized costs so the city may decide which to authorize.

Needs Assessment
Animal Shelter Data Analysis
Preparation for On-Site Workshop
Tour Animal Shelter
Meet with Shelter Staff
On-Site Workshop with Small Group of City and Shelter Staff
Development of Recommended Program of Spaces Including Options
Ballpark Cost Estimating Based on Current Similar Projects
Review of Costs with Stakeholders in Digital Meeting
Meet with City Council in an In-Person Meeting
Provide One Community Engagement In-Person Meeting
Report Summarizing Needs, Analysis, and Costs, Including Cost Options

Review Site(s) Under Consideration by the City for the Shelter

Preliminary Design Phase
Preliminary Site Plan (iterations included)
Preliminary Floor Plan (iterations included)
Update the Ballpark Cost Recommendations if/as Needed

1. **Data Gathering.** During this first step, we will gather data to assist in preparing for an on-site workshop. Information to be gathered includes:
   a. General goals for the Project.
   b. Animal intake and outcome data for the past five years.
   c. Wish lists for programs and facilities.
   d. Data from other animal welfare organizations in the region as available.
   e. Basic human demographic information for the target area.

2. **On-site Facility Review and Workshop**
   Animal Arts will spend day one of this two-day visit reviewing the current building(s) and observing the shelter's operations, as well as talking with shelter staff. On the second day, Animal Arts will host an all-day interactive programming meeting with 10-15 of your primary decision makers. The goal of the workshop is to determine the vision and scope for a new animal shelter to serve the community. We will review the following information during the meeting.
   a. City of Saginaw current animal sheltering programs.
   b. Best practices for facility design and programs.
   c. Goals for future programs and facilities for the city, as well as priorities.
   d. Analysis of animal capacity requirements.
   e. Program of spaces for new facilities, providing some options depending on scope and funding for the facilities.
   f. During this visit, Animal Arts can conduct a community engagement public meeting. *This meeting is broken out separately in the fee section.*

3. **Workshop Follow Up**
   Following the workshop, Animal Arts will review ballpark project costs and budget options on a video call with the City of Saginaw. After this review, along with finalizing the recommended program, we will return to Saginaw to meet with the City Council in a meeting to review the results of the study and gain further feedback for the report. *This in-person meeting with the City Council is broken out separately in the fee section.*

4. **Needs Assessment Report**
   The issues and ideas discussed during the workshop, workshop follow up, and community engagement meeting will be translated into a Needs Assessment Report that addresses the Project scope and capacity for the shelter.

The report will include:

a. A listing of space requirements by room and/or function.
b. A preliminary budget with the options that were reviewed during the study.
c. Analyses of demographics and animal capacity.
d. Records of meetings.
e. Recommendations for the facility and its programs.
f. Analyses of site(s) for the new animal shelter, including a rough diagram of a shelter footprint on the site(s). Up to two sites can be analyzed within the fee.
g. The report will be approximately 30-50 pages in length.

5. **Preliminary Design**

During the preliminary design phase, Animal Arts will produce site and floor plans for the animal shelter on the selected site. These will include detailed floor plan layouts, as these facilities need this type of design, even in a preliminary stage, to ensure they flow well, and accommodate all the program requirements. Three to four iterations of floor and site plans are included in this Agreement to develop a plan that the city believes works well. Final preliminary plans will be delivered as scaled PDF drawings and will be appropriate for use in funding allocation discussions. If the scope of the Project changes slightly during development of preliminary documents, the ballpark cost estimate will be updated. *Preliminary design is broken out separately in the fee section.*

6. **Site Visits**

Five "person days" on site from Animal Arts are included in the full scope of the work.

FEES

The fees for services described in this Agreement are listed below. The city may authorize us to proceed with all or only a portion of the work associated with these fees:

- Needs Assessment, Workshop, and Report **$13,600**
- Optional In-Public Stakeholder Meeting **$1,000**
- Optional In-Person City Council Meeting **$2,800**
- Optional Fundraising Drawings **$25,000**

The fee will be billed monthly based on the percentage of work complete for the authorized service.

REIMBURSABLE EXPENSES

In addition to the fees outlined above, the city will be responsible for reimbursable expenses, including airfare, lodging, car rental, mileage, reproduction costs, and shipping. Reimbursable expenses are billed at 1.15 times actual cost and will be invoiced monthly as they occur. A not to exceed **budget of $7,000** has been established for these costs for the full scope of work in this Agreement.

SPECIFIC SERVICES NOT BEING PROVIDED BY ANIMAL ARTS

The following services are specifically not included as a part of this Agreement:

- Detailed site investigation.
- Services pertaining to clear title investigation.
- Encumbrance and easements.
- Civil engineering or landscape design.
- Architectural drawings including "as-built" and construction drawings.
- Mechanical, plumbing, electrical, or structural design or engineering.
- Planning submittals.
- Soil analysis or suitability.
- Environmental assessment pertaining to asbestos, lead paint, mold, or other hazardous materials.
- The determining of flood plain or wetlands designation.

The attached **Additional Terms** specify additional conditions of this Agreement.

AUTHORIZATION

Please Authorize Animal Arts to proceed with one or more of the following services. More services may be authorized at a later date, up to one year after the date of this Agreement.

Needs Assessment, Workshop, and Report	**$13,600** _____
Optional In-Public Stakeholder Meeting	**$1,000** _____
Optional In-Person City Council Meeting	**$2,800** _____
Optional Fundraising Drawings	**$25,000** _____

We look forward to working with you.



Heather Lewis, for
Animal Arts Design Studios, Inc.

Date: September 1, 2022

Lee Howell, for
City of Saginaw

Date:

September 1, 2022
Additional Terms
City of Saginaw

1. The Owner shall be responsible for coordinating all proposed construction with applicable zoning and planning requirements.

2. Fees will be billed monthly, due, and payable within 30 days. Delinquent accounts will be assessed a carrying charge at 1.5 percent per month.

3. The individual executing this Agreement, if acting on behalf of a partnership, corporation, or funding agency, represents that he/she has the authority to do so, and to bind the entity to this Agreement.

4. Revisions to the drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the Owner; adjustments in the Owner's program or budget; revisions of codes, laws, or regulations; or failure of the Owner to make timely decisions, will be treated as Additional Services. As such, they will be billed hourly as they occur.

   Hourly rates are:
   $200/hour Principal II
   $180/hour Principal I
   $150/hour Project Manager II
   $ 125/hour Project Manager I
   $100/hour Job Captain
   $ 80/hour Drafting and production

5. This Agreement may be terminated by either party upon seven days written notice. In the event of termination, Animal Arts shall be paid for services performed to the date of termination notice plus reasonable termination expenses.

6. This Agreement is valid for a period of 60 days, assuming that we are authorized to start work within that period.

7. The scope of services does not include any services related to mold, lead paint, asbestos or other hazardous or toxic materials.

8. Animal Arts shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Animal Arts shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Animal Arts makes no warranties, either express or implied, with respect to services provided under this Agreement.

9. Animal Arts shall be deemed the authors and owners of their respective drawings and specifications and shall retain all common law, statutory and other reserved rights, including copyrights. Animal Arts grants to the Owner a nonexclusive license to use the drawings produced by this office for design, constructing, using, maintaining, altering, or adding to this Project solely, provided the Owner substantially performs its obligations under this Agreement. If the Owner uses the drawings produced by this office on another project, and/or without retaining Animal Arts, the Owner agrees to release this office from all claims and causes of action arising from such use. Additionally, the Owner agrees to indemnify and hold harmless Animal Arts from all costs and expenses, including defense, related to claims and causes of action asserted by any third person or entity, to the extent such costs and expenses arise from the Owner's use of the Instruments of Service without retaining Animal Arts.

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (12)

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

E-mail: krinehart@saginawtx.org

Phone: 18172300331

SUBJECT:
Update on the 2022 Strategic Project List & Work Plan – Re-Establishing A Chamber of Commerce

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 nine+ months, ED staff has been investigating multiple options that includes:

- Starting a chamber from scratch,
- Joining other established chambers of commerce and
- Forming a pilot chamber with Tarrant County College NW.

FINANCIAL IMPACT:

RECOMMENDATION:
NA

ATTACHMENTS:

Description

Presentation

RE-ESTABLISHING A CHAMBER OF COMMERCE

2022 Strategic Project List & Work Plan

CHAMBER OF COMMERCE

2022 STRATEGIC PROJECT LIST & WORK PLAN

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.

- **"RE-ESTABLISHING A CHAMBER OF COMMERCE"** – This item was assigned to Keith Rinehart (Director of Community & Economic Development). Over the past 9+ months, ED staff has been investigating multiple options that include:
  - *Starting a chamber from scratch*
  - *Forming a pilot chamber with Tarrant County College NW, and*
  - *Joining other established chambers of commerce.*

OPTION #1

FORMING A PILOT CHAMBER WITH TARRANT COUNTY COLLEGE NW

CHAMBER OF COMMERCE

2022 STRATEGIC PROJECT LIST & WORK PLAN

FORMING A PILOT CHAMBER WITH TCC 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 possible but there are a lot of unanswered questions and it is potentially cost prohibitive.

OPTION #1 – FORMING A PILOT CHAMBER WITH TARRANT COUNTY COLLEGE NW

PROS:

- We would have our own Chamber of Commerce probably with our city name on it.
- It could be managed by students of Tarrant County College NW.

OPTION #1 – FORMING A PILOT CHAMBER WITH TARRANT COUNTY COLLEGE NW

CONS:

- **FACT:** A Chamber of Commerce is NOT a municipal governmental operation. A Chamber of Commerce is NOT a Community College operation. Chambers of Commerce are established by the business community.
- **WHO WILL BE TASKED WITH BUILDING A CHAMBER FROM SCRATCH?** Asking City staff to build a pseudo governmental organization is political suicide for your staff. You would be setting your City Staff up to fail.
- **COST:** The cost of starting a Chamber of Commerce 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.
- **BOARD MEMBERS:** Who selects the Board Members and Executive Board? Asking City staff to select a pseudo governmental organization board is political suicide for your staff. You would be setting your City Staff up to fail.
- **BYLAWS:** Who draws the bylaws and standard operating procedures?
- **LOCATION:** Where will they be housed and who is going to pay for it?
- **PROGRAMS/EVENTS:** Who is going to establish their programs/events? Who is going to fund their programs/events?
- **RETURN ON INVESTMENT:** The City of Saginaw nor TCC-NW would never receive their return on their investment and would never recoup their startup money. *NOTE: There are much more important things in the City of Saginaw City Departments where the money could be better spent.*

OPTION #2

JOINING A WELL ESTABLISHED AND DYNAMIC CHAMBER OF COMMERCE IN OUR REGION

CHAMBER OF COMMERCE

2022 STRATEGIC PROJECT LIST & WORK PLAN

JOINING A WELL ESTABLISHED AND DYNAMIC CHAMBER OF COMMERCE IN OUR REGION:

- Several months ago, the Northeast Tarrant Chamber of Commerce reached out to ED Staff about the possibility of joining their Chamber. They are one of the top Chambers of Commerce in North Texas if not the State of Texas.
- ED Staff met with the Northeast Tarrant Chamber of Commerce on Thursday, June 16th to converse and listen.
- ED Staff presented an update to the City Council at the June 21 meeting. At the June 21, 2022 meeting, the City Council gave ED Staff direction to develop a budget to determine costs for establishing our own Chamber of Commerce as well as providing pros and cons.
- ED Staff met with NE Tarrant Chamber Chairwoman Dr. Kenya Ayers-Palmore (President – Tarrant County College NE Campus) and Past Chamber Chairman Ish Arebalos (Coca-Cola Southwest Beverages) about Saginaw's potential membership.
- ED Staff has met with the President/CEO of the Northeast Tarrant Chamber of Commerce. He shared and expressed their interest in Saginaw joining their Chamber of Commerce to form a regional chamber of commerce that would serve ALL of northwest Tarrant County.
- Regional Chamber of Commerce concept.

OPTION #2 – CHAMBER COLLABORATION WITH NE TARRANT CHAMBER OF COMMERCE

PROS:

- Significant financial savings for the City of Saginaw. Collaboration 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).
- 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.
- Geographic sense. 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).
    - *PARTNER CITY (5-Star City Sponsor). The annual cost would be $3,495*
- Experienced and successful CEO overseeing City of Saginaw integration.
- Sharing of best practices.
- The City of Saginaw would be welcomed into monthly collaboration with economic development directors from North Richland Hills, Richland Hills, Watauga and Haltom City.
- Cheapest, but the BEST option for both the Saginaw Business Community as well as the City of Saginaw. *(i.e. The NE Tarrant Chamber can provide what we can not and what our previous chamber never could provide.)*

OPTION #2 – CHAMBER COLLABORATION WITH NE TARRANT CHAMBER OF COMMERCE

CONS:

- We would not have our own Chamber of Commerce with our city name on it.

OPTION #3

CITY OF SAGINAW ESTABLISHING A NEW CHAMBER FROM SCRATCH

CHAMBER OF COMMERCE

2022 STRATEGIC PROJECT LIST & WORK PLAN

CITY OF SAGINAW ESTABLISHING A NEW CHAMBER 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.

OPTION #3 – CITY OF SAGINAW ESTABLISHES A NEW CHAMBER FROM SCRATCH

PROS:

- We would have our own Chamber of Commerce with our city name on it.

OPTION #3 – CITY OF SAGINAW ESTABLISHES A NEW CHAMBER FROM SCRATCH

CONS continued:

FACT #1: The Chamber of Commerce is NOT a municipal governmental operation. Chambers of Commerce are established by the business community.

FACT #2: The main reason that the previous chamber folded/dissolved a few years ago was that they did not meet the needs of the business community.

FACT #3: About 1-1.5 years before the chamber folded/dissolved, there was talk with the Northwest Chamber of Commerce to merge and join forces. The two Chambers did not want to merge because the board members were more concerned about losing their titles on the board than doing what was best for their respective chambers and business communities. Therefore, they did not merge. Within three years of that meeting, BOTH chambers of commerce folded/dissolved.

FACT #4: They lost significant money each year and operated in the red.

FACT #5: They did not pay their rent on the building for the last 12 months of operation.

FACT #6: They morphed from a business-first organization to an event planning and social organization. Board members used being on the Chamber board as a self-admitted *"good resume material"*. Every event managed by the chamber lost money with the exception of Run the Rails (which was managed by the Saginaw Community & Economic Development Director FOR the Saginaw Chamber).

FACT #7: Staffing. The previous Chamber was not able to afford an Executive Director with any experience. The Executive Board either hired friends for the job; hired a person with no experience; or hired a Director with part-time pay/hours and no experience and expected them to function like a full-time Director who had experience.

FACT #8: Did not understand the chamber's role for the business community.

.....Continued on next page

OPTION #3 – CITY OF SAGINAW ESTABLISHES A NEW CHAMBER FROM SCRATCH

PROS:

- We would have our own Chamber of Commerce with our city name on it.

OPTION #3 – CITY OF SAGINAW ESTABLISHES A NEW CHAMBER FROM SCRATCH

CONS:

WHO WILL BE TASKED WITH BUILDING A CHAMBER FROM SCRATCH? Asking City staff to build a pseudo governmental organization is political suicide for your staff. You would be setting your City Staff up to fail. A Chamber of Commerce is NOT a municipal governmental operation. Chambers of Commerce are set up by the business community.

COST: The cost of starting a Chamber of Commerce 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.

***RE-ESTABLISHING TRUST WITH THE BUSINESS COMMUNITY:** The previous chamber lost trust from the business community. The business community consistently proclaimed that all the Chamber did was ask for more money and still not provide any services, business promotion, or Saginaw Texas promotion.

BOARD MEMBERS:

- *ISSUE #1* – Lost trust from the business community. The board members had no understanding of what a board member does nor what a chamber does…no training.

- *ISSUE #2* – Previous board members would want to be board members again and you would have the exact same problems as before.

LOCATION: Where will they be housed and who is going to pay for it?

RECOUPING SEED/START-UP MONEY: The City of Saginaw would never receive their return on their investment and would never recoup their startup money. Saginaw City Staff just went through an exercise to see how much money could be cut from the budget…there are much more important things in each of the Saginaw City Departments where the money could be better spent.

PROGRAMS/EVENTS: Who is going to establish their programs/events? Who is going to fund their programs/events?

DIRECTION FROM THE CITY COUNCIL?

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (13)

Staff Contact: Randy Newsom
Director of Public Works

E-mail: rnewsom@saginawtx.org

Phone: 817-230-0448

SUBJECT:
Consideration and Action regarding Saginaw Switchyard Expansion

BACKGROUND/DISCUSSION:
This is a request for consideration for the expansion of the Saginaw Switchyard. Due to the success of the Saginaw Switchyard, there is a need to expand. There is just enough room available to add one more pavilion and an additional loop to the food truck area. An exhibit prepared by Kimley-Horn & Associates is included in the attachments. It also includes the estimated cost for the proposed expansion which is $370,000.

This item is scheduled for consideration by the Advisory Recreation and Parks Board at their meeting on Monday, October 19th.

FINANCIAL IMPACT:
The estimated financial impact is $370,000 and will be funded from the future Park Bond Funds.

RECOMMENDATION:
Staff recommends approval and will inform the Council of the recommendation from the Advisory Recreation and Parks Board.

ATTACHMENTS:

Description

Memo from DPW Newsom

Memorandum

September 14, 2022

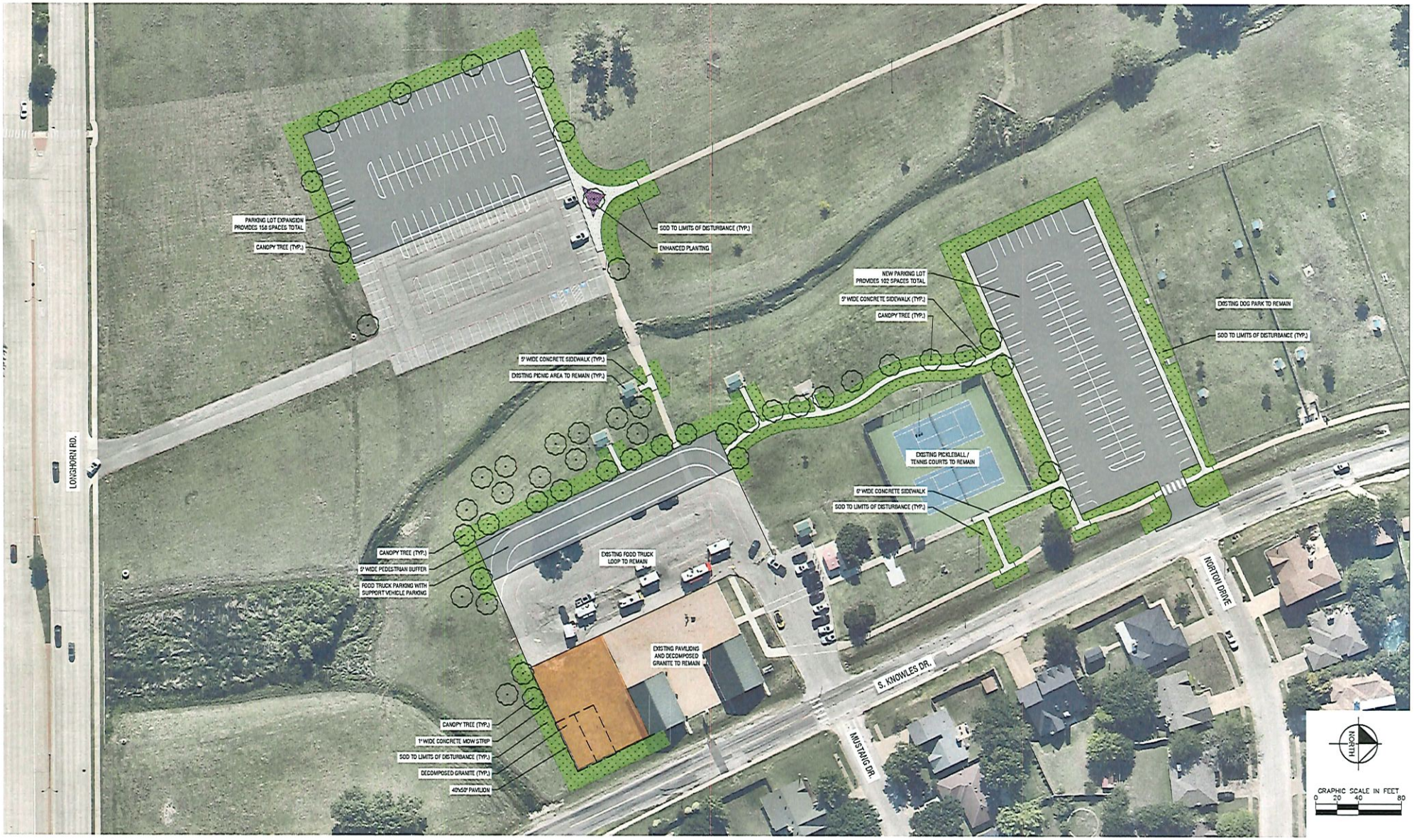
To: Parks and Recreation Advisory Board Members
From: Randy Newsom, Director Public Works
Subject: Saginaw Switchyard Expansion

This is a request for consideration and recommendation for the expansion of the Saginaw Switchyard Food Truck Park. Due to the success of the Saginaw Switchyard, the need to expand has come. There is just enough room to add another Pavilion and an additional loop to the Food Truck area. I have included an exhibit that our engineers, Kimley Horn & Associates, designed along with the estimated cost.

The estimated cost to expand the Saginaw Switchyard is $370,000.00 and would be funded from the future Park Bond Funds. Staff would like for the Park Board to recommend to Council the approval to fund the Saginaw Switchyard Expansion.

Thanks

Randy Newsom
Director Public Works



SAGINAW SWITCHYARD EXPANSION

SAGINAW, TX

WILLOW CREEK PARK

Kimley»Horn

SEPTEMBER 2022

Saginaw Switchyard Expansion
Opinion of Probable Cost
Prepared by Kimley-Horn
September 14, 2022

Hardscape					
ITEM	**UNIT**	**QTY.**	**UNIT COST**	**TOTAL**	**REMARKS**
Structures					
40'x50' Pavilion	LS	1	$ 65,000.00	$ 65,000.00	
Pavilion Foundation	LS	1	$ 15,000.00	$ 15,000.00	
Paving					
Asphalt Food Truck Loop & Parking Lot Expansion	SY	7,640	$ 60.00	$ 458,400.00	Food truck loop and ±260 standard vehicle parking spaces
Subgrade Treatment	SY	7,640	$ 20.00	$ 152,800.00	
Striping & Signing	LS	1	$ 6,000.00	$ 6,000.00	
Concrete Sidewalk Connections	SF	7,840	$ 8.00	$ 62,720.00	
Decomposed Granite (4" Depth)	CY	95	$ 117.00	$ 11,115.00	
12" Concrete Mow Strip	LF	190	$ 15.00	$ 2,850.00	
Miscellaneous					
Mobilization	LS	1	$ 26,000.00	$ 26,000.00	
Demolition	LS	1	$ 10,000.00	$ 10,000.00	
Grading	LS	1	$ 20,000.00	$ 20,000.00	
Erosion Control	LS	1	$ 15,000.00	$ 15,000.00	
			Subtotal	**$ 164,965.00**	

Softscape					
ITEM	**UNIT**	**QTY.**	**UNIT COST**	**TOTAL**	**REMARKS**
Planting					
Trees - large canopy	EA	49	$ 950.00	$ 46,550.00	avg. 3" cal.
Shrubs and Groundcover	SF	250	$ 8.50	$ 2,125.00	avg. 3 gal. material
Common Bermuda	SF	41,000	$ 0.55	$ 22,550.00	Bermuda sod to limits of disturbance
Irrigation					
Irrigation - tree bubblers	EA	49	$ 250.00	$ 12,250.00	One per tree
Irrigation - permanent shrub	SF	250	$ 2.15	$ 537.50	Drip irrigation
Irrigation - turf	SF	41,000	$ 1.30	$ 53,300.00	Pop ups and small rotors to limits of disturbance
			Subtotal	**$ 125,062.50**	

Utilities & Electrical					
ITEM	**UNIT**	**QTY.**	**UNIT COST**	**TOTAL**	**REMARKS**
Accent Lighting Allowance	LS	1	$ 10,000.00	$ 10,000.00	
Wiring & Circuitry	LS	1	$ 7,500.00	$ 7,500.00	Contractor to provide panel, owner to provide power to pedestal
			Subtotal	**$ 17,500.00**	

Saginaw Switchyard Pavilion Subtotal	**$**	**307,527.50**
CONTINGENCY ±20%	$	62,472.50
Saginaw Switchyard Pavilion Grand Total	**$**	**370,000.00**

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

City of Saginaw

Meeting Date: 9/20/2022

Agenda Items: (14)

Staff Contact: Pedro Zambrano
Communications Manager

E-mail: pzambrano@saginawtx.org

Phone: 817-230-0336

SUBJECT:
Communications Update & Citywide Customer Satisfaction Survey Workshop

BACKGROUND/DISCUSSION:
Communications Manager Zambrano will present a communications update and citywide customer satisfaction survey workshop.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
This an update/workshop item. No action will be taken.

ATTACHMENTS:

Description

City Survey Draft
City Survey Mailing Cost Breakdown
City Survey Timeline and Cost

City of Saginaw
Citywide Customer Satisfaction Survey 2022 - DRAFT

SAGINAW LOGO

Survey Code:

SAGINAW RESIDENT
ADDRESS 1
ADDRESS 2
SAGINAW, TEXAS ZIP CODE

Help set the course for the future of Saginaw by participating in this citizen survey. Your opinion is very important. You may complete this survey online at www.saginawtx.org/survey

Para ver y completer esta encuesta en español vaya a www.saginawtx.org/survey

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City of Saginaw
Citywide Customer Satisfaction Survey 2022 - DRAFT
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1. Please rate the following aspects of Saginaw:

	Above Satisfactory	Satisfactory	Below Satisfactory	Don't Know
Overall quality of life in Saginaw				
Saginaw as a place to raise children				
Saginaw as a place to work				
Saginaw as a place to retire				
Overall appearance of the City				
Feeling of safety in your neighborhood				
Sense of community in Saginaw				
Overall quality and value of services				

2. Would you recommend Saginaw as a good place to live to a friend or family member? Yes No

3a. Looking ahead for the next five (5) years, do you plan on remaining in Saginaw? Yes No

3b. If no, what is the PRIMARY reason you are considering leaving Saginaw?

Job Relocation/Move closer to job	Prefer to live in the country / smaller city	Crime
Want newer housing	Prefer to live in larger / urban city	Other – Specify:
Want bigger housing	Move closer to family	
Schools	Traffic congestion	

4a. Have you or anyone in your household contacted the City of Saginaw about a complaint, request for service or for information the past 12 months? Yes No – Skip to Question 5

4b. What department or person did you contact?

City Manager's Office	Police	Public Works
Mayor or Council	Fire	Water/Utility Billing
Code Compliance	Library	Municipal Court
Planning/Zoning	Recreation Center	Other (specify):
Permits/Inspections	Animal Services	Don't Recall

4c. How courteous and helpful was the person or department you contacted?

Courteous/Helpful Not courteous/helpful

5. How do you PREFER to receive information from the city?

Printed Newsletter	City website	Email	Social Media	Other (Specify):

6. Do you get enough information about Saginaw programs and services? Yes No

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City of Saginaw
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7. How would you rate the QUALITY of these Saginaw city services?

	Above Satisfactory	Satisfactory	Below Satisfactory	Don't Know
A. Police Department				
B. Fire Department				
C. Code enforcement services				
D. Animal Services				
E. Maintenance of residential streets in your neighborhood				
F. Maintenance of the City's major streets				
G. Traffic signal timing				
H. Management of traffic flow				
I. Maintenance of landscaped medians and right-of-ways				
J. Garbage collection				
K. Recycling collection				
L. Water service				
M. Parks and open spaces				
N. Recreation programs and services				
O. Special Events				
P. Library services				

8a. How IMPORTANT are each of these city services to you:

	Important	Not important	Don't Know/Not Familiar
A. Police Department			
B. Fire Department			
C. Code enforcement services			
D. Animal Services			
E. Maintenance of residential streets in your neighborhood			
F. Maintenance of the City's major streets			
G. Traffic signal timing			
H. Management of traffic flow			
I. Maintenance of landscaped medians and right-of-ways			
J. Garbage collection			
K. Recycling collection			
L. Water service			
M. Parks and open spaces			
N. Recreation programs and services			
O. Special Events			
P. Library services			

8b. Which THREE services above are the MOST important to you (use the letter that corresponds to the service)?

1st_____ 2nd_____ 3rd_____

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8d. Which of these services should be improved: _____

9. How would you support or oppose paying more taxes for improving street level of service?

Support Oppose Don't Know

10. Would you support a bond that would potentially increase property taxes to improve or construct new city facilities, e.g. Animal Shelter, Park Recreation Facilities, and Sports Fields.

Support Oppose Don't Know

11. In the last 12 Months, about how many times have you or other household members used these Saginaw facilities?

	Never	Less than 5 times	10 – 20 times	More than 20 times
Parks				
Pavilions				
Playgrounds				
Sports fields				
Dog Park				
Aquatic Center				
Recreation Center				
Community Center				
Senior Center				
Switchyard				

12. How would you rate these Saginaw facilities?

	Above Satisfactory	Satisfactory	Below Satisfactory	Don't Know
Parks				
Pavilions				
Playgrounds				
Sports fields				
Dog Park				
Aquatic Center				
Recreation Center				
Community Center				
Senior Center				
Switchyard				

13 How would you rate the following?

	Above Satisfactory	Satisfactory	Below Satisfactory	Don't Know
Police visibility/presence				
Police Department responsiveness				
Fire Department responsiveness				
Informing residents about emergencies, severe weather				
Level of traffic safety enforcement				

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14a. How often have you seen the following problems in your neighborhood?

	Frequently	Sometimes	Rarely	Never	Don't Know
A. Litter					
B. High Grass and weeds					
C. Junk vehicles					
D. Stray animals					
E. Dilapidated or deteriorating buildings					
F. Fences in disrepair					
G. Properties with junk or debris in yard/driveway					
H. Vehicles parked in yards or on the grass					
J. Dead animals in roadway					

14b. Which THREE issues above are MOST important for the city to address?

1. ____ 2. _____ 3. _____

15. How often have you seen the following problems in your neighborhood?

	Frequently	Sometimes	Rarely	Never	Don't Know
Drainage or flooding problems					
A lack of sidewalks or sidewalks in disrepair					
Potholes					
Water main breaks					
Speeding/traffic safety concerns					

16a. Regarding businesses in Saginaw, would you like to see more of any of the following types of businesses in your area of the city (select all that apply)?

Hotels	Storage/mini warehouses	Health/beauty/salons
Gas Stations/convenience stores	Industrial/manufacturing/distribution	Massage therapy
Car washes	Grocery Stores	Fitness Center
Auto Repair/parts/accessories	Clothing stores	Other recreation / entertainment
E-commerce fulfillment / pick-up center	Pet related businesses	Daycare / Preschool
Hardware / houseware stores	Full-service restaurants	Retail with entertainment / recreation activities
Medical offices	Drive thru restaurants	Other (specify):
Professional offices	Dining with entertainment / recreation activities	

16b. Which ONE business would you MOST like to see move to Saginaw? _____

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16c. Regarding your family's shopping habits, what percentage of your overall shopping is done:

	Less than half (50%)	More than half (50%)	All the time (100%)	None
At local stores				
Online with local pickup				
Online with delivery				
Major Chain Stores				

17. How often do you use the following modes of transportation?

	Always	Frequently	Sometimes	Rarely	Don't Know
Drive Alone					
Carpool or vanpool					
Taxi service or rideshare app (Uber/Lyft)					
Bike					
Walk					

<u>Demographics</u>

Our last questions are about you and your household. Again, all of your responses are anonymous and will be reported in group form only.

18. How long have you lived in Saginaw

Less than 2yrs 2 to 5 yrs 6 to 10 yrs 11 to 20 yrs over 20 yrs

19. In what type of home do you live in?

Single Family Apartment Townhome/Condo Other:_____

20. Do you own or rent your home?

Own Rent

21. Which of the following youth age groups reside in your household?

0 to 5 yrs of age 13 to 18 yrs No children in household under 26

6 to 12 yrs 19 to 25 yrs

22. Your age group?

18 to 25 35 to 44 55 to 64 75+

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26 to 24 45 to 54 65 to 74

23. Are you employed:

Full time	Unemployed	Student
Part time	Retired	Other:_____

24. What is the highest level of education that you have completed:

Less than High School	Associates/technical degree
Graduated High School	Bachelor's degree
Some College	Post graduate degree

25. Which category includes your total gross annual household income, would you say:

Under $25,000	$75,000 - $99,999
$25,000 - $49,999	$100,000 - $199,999
$50,000 - $74,999	$200,000 or more

26. Your gender

Male Female Non-Binary Other

27. Indicate which area you live in on the map?

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BUSINESS REPLY MAIL

CITY OF SAGINAW

PO BOX 79070

SAGINAW, TEXAS 76179

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Survey Mailing Costs (Sending and Paid Return)

Mail Plan	Mailing Action	Description	Amount	Rate	Costs	Total
Option 1						
Pre-Sorted Standard Mail	Sending	Standard Mail Rate for 1 (letter) ounce or less	8,000 letters	Presort Rate: $.25	(.25)x8,000= 425	**$2,000**
Basic Business Reply Mail	Paid Return	Most basic Plan	8,000 letters	$1.04	(1.04)x8,000 + $160 annual permit fee	**$8,480**
	Total (Including Sending Costs)					**$10,480**
Option 2						
Pre-Sorted Standard Mail	Sending	Standard Mail Rate for 1 (letter) ounce or less	8,000 letters	Presort Rate: $.25	(.25)x8,000= 425	**$2,000**
High Volume Business Reply Mail	Paid Return	High Volume BRM Recommended with more than 925 pieces	8,000 letters	$0.50	(.50) x8,000 + $500 Annual Accounting fee + $160 annual permit fee	**$4,510**
	Total (Including Sending Costs)					**$6,510**
Option 3						
Pre-Sorted Standard	Sending	Standard Mail Rate for 1 (letter)	8,000 letters	Presort Rate: $.25	(.25)x8,000= 425	**$2,000**
Basic Qualified Business Reply Mail	Paid Return	Must qualify for this plan Letters may weigh up to 2*oz*	8,000 letters	41.8 cents	(41.8)x8,000 + $160 Annual Permit fee + $500 BRM Annual Accounting Fee	**$3,879**
	Total (Including Sending Costs)					**$5,879**
Option 4						
Pre-Sorted Standard Mail	Sending	Standard Mail Rate for 1 (letter) ounce or less	8,000 letters	Presort Rate: $.25	(.25)x8,000= 425	**$2,000**
High Volume Qualified Business Reply Mail	Paid Return		8,000 letters	36.6 cents	(36.6)x8,000 +$160 Annual Permit fee +$500 Annual Accounting Fee +1,900 Quarterly fee	**$5,378**
	Total (Including Sending Costs)					**$7,378**

City of Saginaw
Citywide Customer Satisfaction Survey 2022

Timeline

Date	Action Item
October 1	Fiscal Year Begins
Week of October 3rd	- Survey is checked for any spelling errors and formatting issues - All Residential and Multi-Family addresses are Mail Merged into the document and each gets a unique survey code. - Purchase of the survey software - Set up an account with United States Postal Service (USPS)
Week of October 10th	- Survey is Sent to the printers after week long checks were conducted. - Online survey is completed - Marketing for survey is created in English and Spanish - Reach out to Farmers Market Coordinator to have a booth at the November Market Days.
Week of October 17	- Receive survey back from the printers and get them prepared for shipping/mailing by USPS. -
Week of October 24	- Mail out surveys and open up online survey. - Start marketing survey on city website, social media, and other mediums - Check Mail to see if any surveys have returned and record their responses electronically.
Week of October 31/November 1	- Continue Marketing efforts to have people complete the survey - Go to Senior Center to inform residents about the survey - Check Mail to see if any surveys have returned and record their responses electronically.
Week of Nov. 7	- City Staff attends Farmers market to promote survey to residents - Check Mail to see if any surveys have returned and record their responses electronically.
Week of Nov. 14	- Continue Marketing efforts to have people complete the survey - Check Mail to see if any surveys have returned and record their responses electronically.
Week of Nov. 21	- Continue Marketing efforts to have people complete the survey - Check Mail to see if any surveys have returned and record their responses electronically.
Week of Nov. 28	- November 30th at 11:59:59PM survey closes. - Beginning of data analysis and report creation - Check Mail to see if any surveys have returned and record their responses electronically.
Week of Dec. 5	- Continuing with data analysis and report building - Check Mail to see if any surveys have returned and record their responses electronically.
Week of Dec. 12	- Report and presentation is completed to present to council at the next meeting.
Week of Dec. 19	- Present findings to City Council during the December 20th City Council meeting

City of Saginaw
Citywide Customer Satisfaction Survey 2022

Budgeted Cost Breakdown

Item	Cost
Survey Software	$1,500
USPS Mailing (send)	$2,000
USPS Mailing (Return)	$4,500
Survey Printing	$4,000
Budgeted Total	**$12,000**