

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, April 4, 2023

Saginaw City Hall Council Chambers

333 West McLeroy Blvd.

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

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

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

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

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

(2) Invocation--Pastor Ronnie Mills, Kingdom Chapel

(3) Audience Participation--On the Video Screen

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

(a) Action regarding Minutes, March 21, 2023--Janice England, City Secretary

(b) Action regarding Amendment Number 1 to Subsurface Utility Engineering (SUE) Contract for Industrial Avenue with CobbFendley to provide Subsurface Utility Engineering (SUE) Services--Randy Newsom, Director of Public Works

- (5) Consideration and Action regarding Stormwater Facility Maintenance Agreements with TM BTR of Texas, LLC (Fort Worth MF LP & Beltmill Saginaw, LP) (B. Thomas Survey, Abstract No. 1497, Beltmill Villas)--Salvador Gonzalez, Management Analyst
- (6) Consideration and Action regarding Recommendation from Planning & Zoning Commission on Final Plat for 18.532 acres out of Block A, Lot 1, Beltmill Villas, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas--Daniel Dewey, P.E., JBI Partners (This item was tabled at the 3/21/2023 City Council Meeting)
- (7) Consideration and Action regarding Individual Project Order with Kimley-Horn & Associates for the Highland Station Park Pedestrian Bridge Conceptual Design--Randy Newsom, Director of Public Works
- (8) Consideration and Action regarding Ordinance No. 2023-13, Residential Carport Specific Use Permit Fee Adjustment--Doug Spears, Fire Chief/Larry Little, Chief Building Official
- (9) Consideration and Action regarding Resolution No. 2023-08, Saginaw Home Improvement Program (SHIP) Amendment--Doug Spears, Fire Chief
- (10) Public Hearing - Consideration and Action regarding Resolution No. 2023-09, FY2022-2023 Mid-Year Budget Revisions--Kim Quin, Finance Director
- (11) Water and Wastewater, Public Works, Parks, Drainage and Environmental Departments Salary, Staffing, Budget, and General Overview Discussion
- (12) 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)** Approximate 80 acre tract of property located south of Saginaw High School and west of Blue Mound Road

(13) Adjournment--Todd Flippo, Mayor



City of Saginaw

Meeting Date: 4/4/2023

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 8147-230-0327

SUBJECT:

Action regarding Minutes, March 21, 2023

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on March 21, 2023 are presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 3-21-2023

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MARCH 21, 2023**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Paul Felegy
Councilmember	Nicky Lawson
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Trenton Tidwell, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Lee Howell
Finance Director	Kim Quin
Finance Manager	Jennifer Garrett
City Secretary	Janice England
Police Chief	Russell Ragsdale
Fire Chief	Doug Spears
Director of Public Works	Randy Newsom
Director of Comm. & Eco Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Chief Building Official	Larry Little
Environmental/Drainage Mgr.	Matt Regan
Communications Manager	Pedro Zambrano
Management Analyst	Salvador Gonzalez
Police Officer	Patrick Montgomery

Absent from the meeting:

None

Visitors at the meeting:

Brack St. Clair	Rick Russell
Mark Towns	Nathan Towns
Ken Simpson	Lyndsi Price
Michael Moates	Ronnie Horton
Clark Kimball	Mark McLiney
Kelly Henderson	

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Dr. Mark Towns, Pastor of the First Baptist Church, gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) a. Action regarding Minutes, March 7, 2023

b. Action regarding Joint Election Agreement with Tarrant County for Election Services for May 6, 2023 General Election and Special Election.

Summary: The proposed agreement and contract with Tarrant County is for election services for the May 6, 2023 General Election and Special Election. As in prior years, Tarrant County Elections Administration will provide the services, personnel, and equipment for early voting as well as voting on Election Day. Early voting will be held at multiple Vote Centers throughout Tarrant County from April 24th through May 2nd. The Vote Center located in Saginaw for early voting will be the Eagle Mountain-Saginaw ISD Annex, Building 1 (1200 Old Decatur Rd.). Voting on Election Day will also be held at multiple Vote Centers throughout Tarrant County. The Vote Centers located in Saginaw for Election Day Voting will be the John Ed Keeter Public Library and the Eagle Mountain-Saginaw ISD Annex, Building 1. The estimated financial impact for election services is \$10,877.71 including a deposit of \$8,160.00. A total of \$25,000 is included in the General Administrative Budget (Account 01-5000-02, Election Expenses) for election expenses.

c. Action regarding Purchase of Police Cars-Ordered Dec. 2021

Summary: The Police Department was approved to purchase four (4) replacement Tahoe's in December of 2021. Due to computer chip shortages, police package units were not built in adequate quantities resulting in a shortage of police rated Tahoe's. Our vendor has notified us that units are now available. The pricing for these units has increased by roughly \$5,700 per unit, or a total of \$22,800. The government pricing offered in December of 2021 was not a locked price bid, meaning that the actual cost per unit could change depending on the cost to manufacture the unit at the time it was built. The financial impact will be four (4) police Tahoe's at \$42,575 each plus related equipment estimated to be \$100,600. Equipment has also increased in price due to inflation. The purchase of vehicles was approved in the FY21/22 budget in the amount of \$239,760. Funding is provided through the Crime Control Prevention District which is a sales tax based revenue the City collects that specifically funds police related equipment and officers. There are funds available to cover the increased amount.

d. Action regarding Retail Retention, Recruitment and Development Services Proposal with the Retail Coach

Summary: In March 2020, the City entered into a contract with The Retail Coach to provide assistance with Retail Retention, Recruitment, and Development Services. It was a one year agreement with the option to renew for up to two (2) additional one year periods. While considering the Pandemic our country experienced that began in 2020, significant progress has been made with the recruitment of potential commercial retail and restaurants. This item is proposing to renew the agreement for one (1) additional year. The financial impact is \$20,000 plus reimbursable expenses. This expenditure is budgeted within the Economic Development Department Budget.

e. Action regarding Resolution No. 2023-06, Participation in Texas SmartBuy Membership Program

Summary: Recently the Comptroller's Office made the decision that driving while intoxicated blood draw test kits must now be purchased through their website called SmartBuy. SmartBuy is a membership-based site that costs \$100 annually. A resolution is required to participate and become a member. The tests from SmartBuy are the only tests approved for use by the Texas

Department of Public Safety. There is no cost to use the tests. Resolution No. 2023-06 approves the City's participation in the Texas SmartBuy Membership Program.

f. Action regarding Resolution No. 2023-07, Authorizing the City Manager to Execute Global Opioid Settlement Documents relating to Allergan, Walmart, CVS, and Walgreens

Summary: Resolution No. 2023-07 authorizes the City Manager to execute Global Opioid Settlement Documents relating to Allergan, Walmart, CVS, and Walgreens. A similar resolution was adopted in 2021 that related to McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergan Corporation, and Johnson & Johnson as Janssen Pharmaceuticals, Inc.

g. Action regarding East Cement Creek Channel Reconstruction Phase 1-Project Extension (Change Order)

Summary: The proposed East Cement Creek Channel Reconstruction Phase 1-Project Extension will add approximately 200 linear feet of channel to the project. By approving this change order, the City will save on mobilization and bidding costs since the contractor is still on site. The channel reconstruction will continue without any delays. The financial impact will be \$348,769.50. This amount is within the original budgeted amount of \$2,270,000 for the East Cement Creek Drainage Project (Drainage Utility Fund Budget, Account 14-7000-00, Capital Outlay/Special Request).

Councilmember Bighorse requested that Items 4d and 4f be removed from the Consent Agenda for consideration.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Items 4a, 4b, 4c, 4e, and 4g 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 Retail Retention, Recruitment and Development Services Proposal with the Retail Coach.

The Council considered Item 4f, Action regarding Resolution No. 2023-07, Authorizing the City Manager to Execute Global Opioid Settlement Documents relating to Allergan, Walmart, CVS, and Walgreens

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Bighorse to approve Item 4d and Item 4f 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

(5) Proclamation—Child Abuse Prevention Month

Mayor Pro-Tem Junkersfeld read a proclamation declaring the month of April to be Child Abuse Prevention Month, and urging all citizens to work together to help reduce child abuse and neglect. Ms. Lyndsi Price, a representative of the Alliance for Children, gave a brief presentation about the organization. Mayor Pro-Tem Junkersfeld presented the proclamation to Ms. Price.

(6) Presentation of the 2022 Economic Excellence Award from the Texas Economic Development Council

Director of Community & Economic Development Rinehart stated that the Texas Economic Development Council has recognized the City of Saginaw with the 2022 Economic Excellence Award. The award provides recognition to economic development organizations that meet certain criteria. Saginaw is one of a total of fifty-four (54) organizations across the State of Texas to receive the award for 2022. Mayor Flippo presented the award to Director of Community & Economic Development Keith Rinehart.

(7) Medstar Presentation – State of EMS and Medstar

MedStar Chief Executive Officer Ken Simpson gave a presentation of the current state of emergency medical services locally and across the country.

(8) Animal Adoption Appreciation

Mr. Michael Moates addressed the Council regarding the adoption of a dog from Saginaw Animal Services. He introduced his dog, Daisy, and expressed his appreciation to the staff for their assistance.

(9) Consideration and Action regarding Award of Contract for 2023 Annual Mowing Contract (Finish Mowing/ Grounds Maintenance of City Facilities and Right-of-Ways; and Finish Mowing/Grounds Maintenance of City Parks)

Director of Public Works Newsom stated that bids were opened on March 14, 2023. The lowest responsive bidder for both mowing contracts was SRH Landscapes (City Facilities and Right-of-Ways: Cycle A - \$5,165 per cycle and Cycle B - \$1,720 per cycle; and Parks - \$4,705 per cycle). He recommended award of the contracts to SRH Landscapes.

Motion was made by Councilmember Lawson with a second by Mayor Pro-Tem Junkersfeld to award the contracts for Finish Mowing/Grounds Maintenance of City Facilities and Right-of-Ways, and Finish Mowing/Grounds Maintenance of City Parks to SRH Landscapes. 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 on Ordinance No. 2023-12 authorizing the issuance and sale of the City of Saginaw, Texas General Obligation Bonds, Series 2023; levying an annual ad valorem tax and providing for the security and payment of said Bonds; approving the Official Statement; providing an effective date; and enacting other provisions relating to the subject

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve Resolution No. 2023-12 authorizing the issuance and sale of General Obligation Bonds, Series 2023 to Key Banc Capital Markets with the interest rate of 3.709%. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

- (11) Consideration and Action regarding Recommendation from Planning & Zoning Commission on Final Plat for 18.532 acres out of Block A, Lot 1, Beltmill Villas, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Lawson to table this item until the April 4th City Council Meeting. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

- (12) Consideration and Action regarding Recommendation from Planning & Zoning Commission on Site Plan for 18.532 acres out of Block A, Lot 1, Beltmill Villas, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas

Motion was made by Councilmember Copeland with a second by Councilmember Felegy to approve the site plan for 18.532 acres out of Block A, Lot 1, Beltmill Villas as presented. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(13) Executive Session

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

- a. Any Posted Item

1 § 551.074. Texas Government Code. Personnel Matters. The City Council may convene in executive session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, including deliberation regarding the following officers or employees:

- a. City Manager Compensation

Mayor Flippo declared the meeting recessed into Executive Session at 7:27 p.m.

Mayor Flippo declared the meeting back in Regular Session at 7:56 p.m.

(14) Adjournment

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

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of March 21, 2023 adjourned at 7:57 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 4/4/2023

Staff Contact: Randy Newsom
Director of Public Works

Agenda Items: (4)(b)

E-mail: newsom@saginawtx.org

Phone: 18172300448

SUBJECT:

Action regarding Amendment Number 1 to Subsurface Utility Engineering (SUE) Contract for Industrial Avenue with CobbFendley to provide Subsurface Utility Engineering (SUE) Services

BACKGROUND/DISCUSSION:

On April 6, 2021, City Council authorized a Development Agreement (Agreement) with Fuel City Saginaw, LLC (Fuel City) and an agreement with CobbFendley to provide SUE for the F.M.-156 (Blue Mound Road) and Industrial Avenue. Project.

The estimated contract amount was for \$20,600 to be divided between the City and Fuel City. The Agreement acknowledges that Fuel City in the future may receive reimbursement from Fort Worth and Blue Mound. The agreement did not obligate Fuel City for future participation beyond the initial contract amount.

Approximately fifty-nine (59) potential conflicts with the proposed project have been identified to date. In order to further define and possibly clear 5 utilities conflicts, it is necessary to obtain vertical elevations (often referred to as QL "A" SUE). The work is expected to take two (2) days for a vac crew in the field.

The current estimated fee has been exhausted. CobbFendley has request an amendment of \$2,200 increasing the total fee from \$20,600 to \$22,800.

FINANCIAL IMPACT:

The financial impact will be \$2,200. Funds are available from the 2020 Certificates of Obligation, Account 06-1516-20.

RECOMMENDATION:

It is recommended that the City Council authorize the approval of Amendment Number 1 with CobbFendley to provide SUE services for Cantrell Sansom (Industrial Avenue) at FM 156 in the amount of \$2,200.

ATTACHMENTS:

Description

Amendment No. 1 to SUE

March 22, 2023

Amendment No. 1

Rick Trice, P.E.,
Director Public Works
City of Saginaw
333 W McLeroy Blvd,
Saginaw, TX 76179

**Re: Subsurface Utility Engineering for
FM 156 at Cantrell Sansom – Additional QL “B”
Saginaw, TX**

Dear Mr. Trice:

CobbFendley is pleased to submit this proposal for additional QL “B” Subsurface Utility Engineering (SUE) services on the above-referenced project in Saginaw, TX. This proposal is based on information provided via email on March 16th, 2023 (see attached).

Introduction

CobbFendley (CF) will perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL “D”) – Information derived from existing records.
- Quality Level C (QL “C”) – QL “D” information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
- Quality Level B (QL “B”) – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating” this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL “A”) – Also known as “locating”, this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

It is the responsibility of the SUE provider to perform due-diligence with regards to records research (QL “D”) and acquisition of available utility records. The due-diligence provided for this project will consist of contacting applicable “one call” agencies, visually inspecting the work area for evidence of utilities, and reviewing the available utility record information. Utilities not identified through these efforts will be referred to as “unknown” utilities. CF personnel will scan the defined work area using electronic prospecting equipment to search for “unknown” utilities. CF is not responsible for designating and locating “unknown” utilities that were not detected while scanning the work area.

Scope of SUE Services

Based on information provided by City of Saginaw (COS), CF has developed a preliminary scope for the



SUE work required for this project. The scope of work may be modified, with COS's concurrence, during the performance of the SUE fieldwork, if warranted by actual field findings.

For this project, CF will provide additional QL "B" SUE and Survey, as previously defined. During the QL B (horizontal designating) portion of the project we found several more utilities than were expected within the project limits, requiring the field work to take longer. The team also investigated specific utility related items that came up over the past 2 years of the project, including one related to a new utility installation that took place after the SUE investigation had been completed.

As part of the additional effort, we are requesting approval for an extra one-half (0.5) day of QL B and one-half (0.5) day of survey crew time to cover the previous effort and the upcoming test hole layout. If authorized, the cost differential of \$2,200 would increase the project budget from \$20,600 to \$22,800.

Survey for collection of SUE field data will be performed by CF. The processed survey data will be used for preparation of the CAD deliverable.

Estimated Fees

QL "B" SUE	\$2,400/Day	(0.5 Day)	\$ 1,200.00
Survey QL "B" SUE	\$2,000/Day	(0.5 Day)	\$ 1,000.00
			\$ 2,200.00

The total estimated cost to complete all worked described herein is **Two Thousand, Two Hundred and 00/100 Dollars (\$2,200.00).**

We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 214-998-4279.

Sincerely,

Cobb, Fendley & Associates, Inc.

A handwritten signature in blue ink, appearing to read "T. Hunt".

Thomas Hunt, P.E.

NTX Subsurface Utility Engineering (SUE) Department Manager

- ELECTRIC CABINET
- ELECTRIC POINT
- ELECTRIC METER
- PRIVATE POLE
- ELECTRIC MANHOLE
- ELECTRIC PULLBOX
- POWER POLE
- LIGHT POLE
- TRAFFIC SIGNAL
- TEST STATION
- GAS VENT
- GAS METER
- GAS MARKER
- GAS POINT
- GAS VALVE
- GAS MANHOLE
- WASTEWATER MANHOLE
- STORM INLET
- STORM MANHOLE
- STORM POINT
- FIBER OPTIC HANDHOLE
- FIBER OPTIC MARKER
- FIBER OPTIC POINT
- TELEPHONE POLE
- TELEPHONE HANDHOLE
- TELEPHONE CABINET
- TELEPHONE POINT
- TELEPHONE MANHOLE
- WATER VAULT
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- WATER MARKER
- WATER MANHOLE
- WATER POINT
- UNKNOWN POINT

OVERHEAD LINES

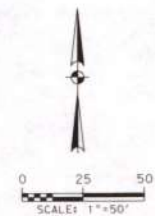
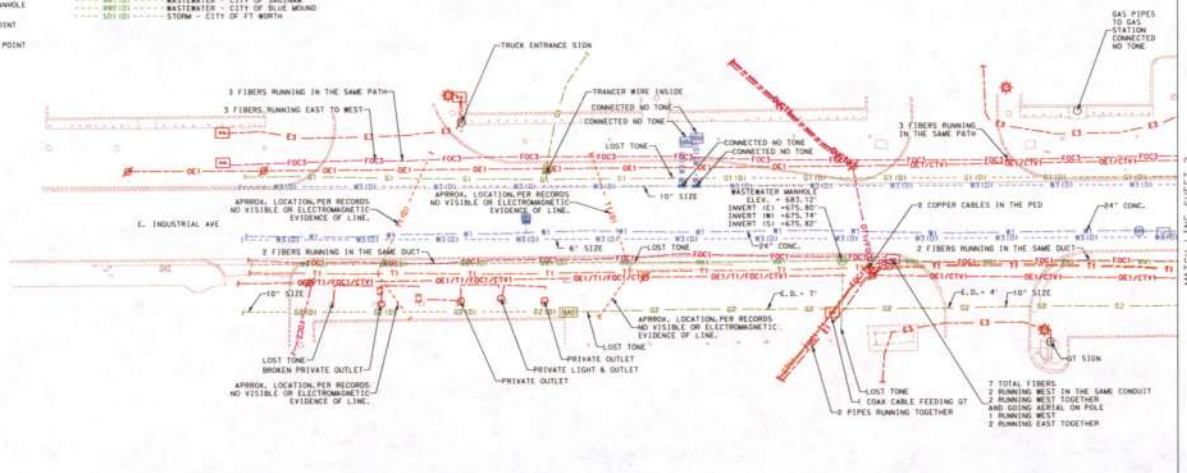
- OE1 OVERHEAD - ELECTRIC - DMCOR
- OE1/TF1/FOC1/CTV1 OVERHEAD - ELECTRIC/TELEPHONE/CTV - DMCOR/AT&T/SPECTRUM/SPECTRUM
- OE1/FOC1/CTV1 OVERHEAD - ELECTRIC/FOC/CTV - DMCOR/SPECTRUM/SPECTRUM
- OE1/CTV1 OVERHEAD - ELECTRIC/CTV - DMCOR/SPECTRUM
- OT1/FOC2/CTV1 OVERHEAD - TEL/FOC/CTV - AT&T/AT&T/SPECTRUM

QUALITY LEVEL B

- E1 ELECTRIC - DMCOR
- E2 ELECTRIC - FTW
- E3 ELECTRIC - PRIVATE
- FOC1 FIBER OPTIC CABLE - AT&T
- FOC2 FIBER OPTIC CABLE - SPECTRUM
- FOC3 FIBER OPTIC CABLE - MCI
- FOC4 FIBER OPTIC CABLE - WINDSTREAM (FORMERLY KNOWN AS CAPROCK)
- FOC5 FIBER OPTIC CABLE - WINDSTREAM
- CTV1 FIBER OPTIC CABLE/TELEPHONE - AT&T
- CTV2 FIBER OPTIC CABLE/CTV - SPECTRUM
- CTV3 FIBER OPTIC CABLE DUCT - AT&T/ZAY/DMC
- CTV4 FIBER OPTIC CABLE DUCT - AT&T/ZAY/DMC
- TI TELEPHONE - AT&T
- CTV1 CABLE TV - SPECTRUM
- G1 GAS - AT&MCS
- G2 GAS - BARNETT GATHERING
- W1 WATER - CITY OF FT. WORTH
- W2 WASTEWATER - CITY OF SAGINAW
- W3 WASTEWATER - CITY OF BLUE MOUND
- ST STORM - CITY OF FT. WORTH

QUALITY LEVEL D

- FOC4(D) FIBER OPTIC CABLE - WINDSTREAM (FORMERLY KNOWN AS CAPROCK)
- FOC5(D) FIBER OPTIC CABLE - WINDSTREAM
- TI(D) TELEPHONE - AT&T
- G1(D) GAS - AT&MCS
- G2(D) GAS - BARNETT GATHERING
- W1(D) WATER - CITY OF FT. WORTH
- W2(D) WASTEWATER - CITY OF BLUE MOUND
- W3(D) WASTEWATER - CITY OF SAGINAW
- W4(D) WASTEWATER - CITY OF BLUE MOUND
- ST(D) STORM - CITY OF FT. WORTH



CobbFendley
 1995 First Registration No. 074
 1995.3 First Registration No. 00497
 13430 Northwest Freeway, Suite 1100
 Houston, Texas 77040
 713.462.3242 fax 713.462.3082
 www.cobbendley.com

HORZ: 1" = 50'		12/07/2022	
PROJ. NO.	PROJECT NO.	SHEET NO.	
00		01	
STATE	DIST.	COUNTY	
TEXAS	FTW	TARRANT	
CONT.	SECT.	JOB	HIGHWAY NO.
			FM 156

MATCH LINE SHEET 2

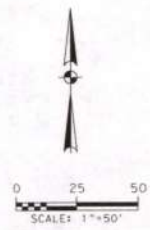
- OVERHEAD LINES**
- DE1 ----- DE1 ----- OVERHEAD - ELECTRIC - ONCOR
 - DE1/F1/FOC/CTV ----- OVERHEAD - ELECTRIC/TEL/FOC/CTV - ONCOR/AT&T/SPECTRUM/SPECTRUM
 - DE1/FOC/CTV ----- OVERHEAD - ELECTRIC/FOC/CTV - ONCOR/SPECTRUM/SPECTRUM
 - DE1/CTV ----- OVERHEAD - ELECTRIC/CTV - ONCOR/SPECTRUM
 - DE1/FOC/CTV ----- OVERHEAD - TEL/FOC/CTV - AT&T/AT&T/SPECTRUM
- QUALITY LEVEL B**
- B1 ----- ELECTRIC - ONCOR
 - B2 ----- ELECTRIC - TADOT
 - B3 ----- ELECTRIC - PRIVATE
 - FOC1 ----- FIBER OPTIC CABLE - AT&T
 - FOC2 ----- FIBER OPTIC CABLE - SPECTRUM
 - FOC3 ----- FIBER OPTIC CABLE - MCI
 - FOC4 ----- FIBER OPTIC CABLE - WINDSTREAM (FORMERLY KNOWN AS CAPROCK)
 - FOC5 ----- FIBER OPTIC CABLE - WINDSTREAM
 - FOC6 ----- FIBER OPTIC CABLE - WINDSTREAM
 - FOC7 ----- FIBER OPTIC CABLE/TELEPHONE - AT&T
 - FOC8 ----- FIBER OPTIC CABLE/TELEPHONE - SPECTRUM
 - FOC9 ----- FIBER OPTIC CABLE DUCT - AT&T /TADOT
 - FOC10 ----- FIBER OPTIC CABLE DUCT - AT&T /TADOT/ME
 - CTV1 ----- CABLE TV - SPECTRUM
 - GAS - AT&MOS
 - G2 ----- GAS - BARNETT GATHERING
 - W1 ----- WATER - CITY OF FT. WORTH
 - W2 ----- WASTEWATER - CITY OF SAGINAW
 - W3 ----- WASTEWATER - CITY OF BLUE MOUND
 - ST1 ----- STORM - CITY OF FT. WORTH
- QUALITY LEVEL D**
- FOC4(D) ----- FIBER OPTIC CABLE - WINDSTREAM (FORMERLY KNOWN AS CAPROCK)
 - FOC5(D) ----- FIBER OPTIC CABLE - WINDSTREAM
 - T1(D) ----- TELEPHONE - AT&T
 - G1(D) ----- GAS - AT&MOS
 - G2(D) ----- GAS - BARNETT GATHERING
 - W1(D) ----- WATER - CITY OF FT. WORTH
 - W2(D) ----- WATER - CITY OF BLUE MOUND
 - W3(D) ----- WATER - CITY OF SAGINAW
 - W4(D) ----- WASTEWATER - CITY OF SAGINAW
 - W5(D) ----- WASTEWATER - CITY OF BLUE MOUND
 - ST1(D) ----- STORM - CITY OF FT. WORTH
- LEGEND**
- ELECTRIC CABINET
 - ELECTRIC POINT
 - ELECTRIC METER
 - PRIVATE POLE
 - ELECTRIC MANHOLE
 - ELECTRIC PULLBOX
 - POWER POLE
 - LIGHT POLE
 - TRAFFIC SIGNAL
 - TEST STATION
 - GAS VENT
 - GAS METER
 - GAS MARKER
 - GAS POINT
 - GAS VALVE
 - GAS MANHOLE
 - WASTEWATER MANHOLE
 - STORM INLET
 - STORM MANHOLE
 - STORM POINT
 - FIBER OPTIC HANDHOLE
 - FIBER OPTIC MARKER
 - FIBER OPTIC POINT
 - TELEPHONE POLE
 - TELEPHONE HANDHOLE
 - TELEPHONE CABINET
 - TELEPHONE POINT
 - TELEPHONE MANHOLE
 - WATER VAULT
 - WATER VALVE
 - WATER METER
 - FIRE HYDRANT
 - WATER MARKER
 - WATER MANHOLE
 - WATER POINT
 - UNKNOWN POINT

LOST TONE

LOST TONE

2 TELEPHONE MAIN CABLES

3 TELEPHONE MAIN CABLES



CobbFendley
 1805 E. Highway 101, Suite 100
 Houston, Texas 77040
 713.462.3242 | Fax 713.462.3262
 www.cobbendley.com

HORZ: 1" = 50'		12/07/2022	
DESIGN NO.	PROJECT NO.	SHEET NO.	
06		03	
STATE	COUNTY		
TEXAS	TARRANT		
CONTRACT	SECTION	JOB	HIGHWAY NO.
			FM 156



GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. REIMBURSABLE EXPENSES

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services 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. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by CLIENT to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants CLIENT a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by CLIENT, without CobbFendley's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to CLIENT such as text, data or graphics, are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), CLIENT acknowledges that CobbFendley is performing professional services for CLIENT and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendley shall not be responsible for the Contractor's failure to execute the work in accordance with the Construction contract.

11. LIMITATION OF LIABILITY FOR DAMAGES

IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between CLIENT and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable within ten (10) business days of receipt. Unless noted otherwise, tasks stated in the Scope of Services will be invoiced on a lump sum basis.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within ten (10) business days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project completion and reimbursable expenses incurred will be due and payable upon receipt of invoice at the end of each month.

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.



15. AUTHORIZATION OF OWNER

CLIENT hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If CLIENT is not the Owner of the property, CLIENT agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between CLIENT and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of CLIENT and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either CLIENT or CobbFendley. This agreement may not be assigned without the written consent of both CLIENT and CobbFendley.

Client

Signature

Print Name

Title

Date

Cobb, Fendley & Associates, Inc.:



Signature

Thomas Hunt, PE

Print Name

SUE Regional Manager

Title

6/6/2021

Date

Thomas Hunt

From: Thomas Hunt
Sent: Thursday, March 16, 2023 11:55 AM
To: rtrice@saginawtx.org
Cc: Shumard, Dana; Scott Young; Josh Canuteson; Chris Ernst
Subject: RE: FM 156 - Industrial: Draft Design Conflict Resolution Schedule
Attachments: RE: meeting - fm 156

Good morning Rick,

We received a request from the utility coordination team for the FM 156 – Industrial project to obtain vertical elevations (often referred to as QL "A" SUE) for 5 utilities based on the potential for utility conflicts with the current design. We expect this work will take 2 days for a vac crew in the field.

The original proposal from March of 2021 for \$20,600 is attached. As you may recall, during the QL B (horizontal designating) portion of the project we found several more utilities than were expected within the project limits, causing the field work to take a bit longer. We also investigated a few specific utility related items that came up over the past 2 years for the project, including one that I believe was related to a new utility installation that took place after our SUE investigation had been completed. To help cover that effort, we had utilized a half day of the QL A survey budget toward the field requests. Given this is also our first project with the City, we went ahead and wrote off about \$5K on the project as well.

With the 5 requested test holes coming up, I would like to ask if we can get your approval for an extra half-day of QL B and survey time to cover the previous effort and the upcoming test hole layout. If authorized, the cost differential is only \$2,200 and would increase the budget from \$20,600 to \$22,800. We would still show a \$5K write-off for the project.

Hopefully our request is reasonable, but please feel free to let us know your thoughts.

Thanks!
-Tom

THOMAS HUNT, P.E. *

SUE NTX Department Manager | Principal |

*TX,CA,LA,OK,ME,FL,IL,CO,NM,MI,UT,GA,MO,OH,NE,TN,MS,NC,AR,MT,KS,IN,SC,AZ,VA,IA,MN,KY,AL

From: Scott Young
Sent: Wednesday, February 22, 2023 10:00 AM
To: Josh Canuteson
Cc: rtrice@saginawtx.org; Shumard, Dana ; Thomas Hunt
Subject: RE: FM 156 - Industrial: Draft Design Conflict Resolution Schedule

Yes,
Thanks.

From: Josh Canuteson
Sent: Wednesday, February 22, 2023 9:58 AM
To: Scott Young
Cc: rtrice@saginawtx.org; Shumard, Dana ; Thomas Hunt
Subject: RE: FM 156 - Industrial: Draft Design Conflict Resolution Schedule

I talked with our SUE Manager, Tom Hunt, and we discussed the reason that 4 weeks was provided. He said that the TxDOT permit can take a couple of days, or it can take a couple of weeks. So, some of that 4 weeks was the unknown of how long TxDOT will take to grant the permit for them to go do the test holes. As soon as they get the NTP, they will start working on the permit. Once they have the permit, they should be able to get out there within a week and provide the Survey data within a week after that (2 weeks total). They could provide some preliminary data in advance of the 2 weeks, but that is the timing for the full deliverables. It may happen faster than that, but that is what he was comfortable committing to.

2

- Conflicts Identified
 - 2/24
- Test Hole(s) locations determined by 2/22
 - 2/24 – Recommended TH to be completed with the UCM. CF will follow up with the team for input and NTP.
 - TH approval (NTP) from the City – 3/3
- Test Hole(s) completed – by 3/1
 - 3/31
 - TH deliverable takes about 4 weeks to complete after NTP.
- Notice provided to GEI regarding the design relative to the water line – by 3/3.

Let us know if you have any questions.

Thanks,

JAVIER RAMIREZ

Project Manager

From: King, Daphne

Sent: Tuesday, February 14, 2023 12:42 PM

To: Javier Ramirez ; Scott Young

Cc: rtrice@saginawtx.org; Mark Dietz ; Shumard, Dana ; FM156-Industrial-UC

Subject: RE: FM 156 - Industrial: Draft Design Conflict Resolution Schedule

All requested GEI files have been provided as of this morning. Please clarify what is intended and required action for GEI regarding the following:

- Notice provided to GEI regarding the design relative to the water line – by 3/3.

Thanks!

GEI

DAPHNE KING, PE
Branch Manager

5646 Milton Street, Suite 500, Dallas, TX 75206



From: Javier Ramirez

Sent: Tuesday, February 14, 2023 9:57 AM

To: Scott Young

Cc: rtrice@saginawtx.org; King, Daphne ; Mark Dietz ; Shumard, Dana ; FM156-Industrial-UC

Subject: [EXT] FM 156 - Industrial: Draft Design Conflict Resolution Schedule

EXTERNAL EMAIL

Good Morning,

**subject line updated

Please see reply in red.

- UCM – completed 2/17
 - Tentative – 2/24
 - This is going to be pushed to late next week. The UCM is dependent on the latest CAD files.
 - GEI has sent over most of the CAD files, but we are pending the .gpk file so that we can label and take inventory.
- Conflicts Identified
 - Will be completed with the UCM
- Test Hole(s) locations determined by 2/22
 - Date TBD
 - Will be completed with the UCM. Once recommendations are determined, CF will follow up with the team for input and NTP.
- Test Hole(s) completed – by 3/1
 - Date TBD.
 - We need to finish the UCM first, get NTP and then follow up with SUE on their schedule.
- Notice provided to GEI regarding the design relative to the water line – by 3/3.

Let us know if you have any questions.

Thanks,

JAVIER RAMIREZ
Project Manager

From: Shumard, Dana
Sent: Monday, February 13, 2023 11:08 AM
To: Scott Young; Javier Ramirez
Cc: rtrice@saginawtx.org; King, Daphne; Mark Dietz
Subject: RE: Draft Design Conflict Resolution Schedule

The only comment I have is that the testhole schedule seems fast, but if it is on their schedule it may be attainable.

From: Scott Young
Sent: Monday, February 13, 2023 11:05 AM
To: Shumard, Dana; Javier Ramirez
Cc: rtrice@saginawtx.org; King, Daphne; Mark Dietz; Scott Young
Subject: RE: Draft Design Conflict Resolution Schedule

I had sent this out last week, Dana could you and Javier please review and comment -

From: Scott Young
Sent: Wednesday, February 8, 2023 7:00 PM
To: Shumard, Dana; Javier Ramirez
Cc: rtrice@saginawtx.org; Scott Young; King, Daphne
Subject: Draft Design Conflict Resolution Schedule

Based on the call, I put this schedule together – do these dates seem appropriate

UCM – completed 2/17
 Conflicts Identified

Test Hole(s) locations determined by 2/22

Test Hole(s) completed – by 3/1

Notice provided to GEI regarding the design relative to the water line – by 3/3.

Thanks,

A. Scott Young, JD, PE

Young Infrastructure Consulting, LLC

7150 Skillman St., Suite 160, # 215

Dallas, TX 75231



City of Saginaw

Meeting Date: 4/4/2023

Staff Contact: Salvador Gonzalez
Management Analyst

Agenda Items: (5)

E-mail: sgonzalez@saginawtx.org

Phone: 8172300550

SUBJECT:

Consideration and Action regarding Stormwater Facility Maintenance Agreements with TM BTR of Texas, LLC (Fort Worth MF LP & Beltmill Saginaw, LP) (B. Thomas Survey, Abstract No. 1497, Beltmill Villas)

BACKGROUND/DISCUSSION:

Management Analyst Gonzalez will explain the background information for this item.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Stormwater Facility Maintenance Agreement (Beltmill Saginaw, LP)

Stormwater Facility Maintenance Agreement (Fort Worth MF LP)

STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS STORMWATER FACILITY MAINTENANCE AGREEMENT (the "Agreement") is entered into between TM BTR of Texas, LLC ("Landowner") and the City of Saginaw, Texas ("City"), effective when executed by both parties.

WITNESSETH

WHEREAS, Landowner is the owner of that certain tract of real property described as approximately 18.532 acres of land located in the B. THOMAS SURVEY, ABSTRACT No. 1497, Tarrant County, Texas on Exhibit A (the "Property"); and

WHEREAS, stormwater management facilities, hereafter defined as the "Facility", shall be constructed offsite on a tract of land owned by Beltmill Saginaw, LP as described in Exhibit B Page 1 of 2; and

WHEREAS, the City requires that the Facility be maintained by Landowner, its successors and assigns, at no cost to the City.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. Landowner, its successors and assigns, shall construct and adequately maintain the 48-inch reinforced concrete storm sewer drainage pipe and associated easement, as shown on Exhibit B Page 2 of 2 (the "Facility"), at no expense to the City in accordance with the design specifications for the Facility. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Facility Operation and Maintenance Plan, attached to this Agreement as Exhibit C, and the Stormwater Structural Control Maintenance Checklists, attached to this Agreement as Exhibit D, are to be used to establish what good working condition is acceptable to the City.
2. Landowner, its successors and assigns, shall inspect the Facility and submit an inspection report to the City annually. The purpose of the inspection is to assure safe and proper functioning of the Facility. Components of the Facility which need maintenance or replacement to perform their design function shall be noted in the

inspection report along with the corrective actions to be taken.

3. Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facility, with at least 48 hours prior written notice to Landowner. The purpose of inspection is to follow-up on reported deficiencies. The City shall provide to Landowner copies of the inspection findings and a directive to commence with the repairs if necessary.
4. In the event Landowner, its successors and assigns, fails to maintain the Facility in good working condition as specified herein, the City, its authorized agents and employees, after 48 hours prior written notice to Landowner, may enter upon the Property and take steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to Landowner, its successors and assigns. It is **expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Facility, and in no event shall this Agreement be construed to impose any such obligation on the City, such obligation is Landowner's.**
5. Landowner, its successors and assigns, will perform the work necessary to keep the Facility in good working order as appropriate. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, in accordance with Section 4, Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. In the event Landowner or its successors or assigns fail to pay the City for the costs incurred under Section 4, the City may impress a lien for the costs of such work upon other lots owned by Landowner. Such lien shall be perfected by filing in the office of the County Clerk of Tarrant County, Texas an affidavit identifying the property to be charged with such lien, stating the amount hereof, and making reference to this Agreement. The City shall deliver a copy of the recorded lien to Landowner within five (5) business days after recording.

6. This Agreement imposes no liability of any kind whatsoever on the City. LANDOWNER AGREES TO HOLD THE CITY HARMLESS FROM ANY LIABILITY IN THE EVENT THE FACILITY FAILS TO OPERATE PROPERLY. LANDOWNER COVENANTS AND AGREES AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING, OR WHICH MIGHT ARISE, FROM THE FAILURE OF LANDOWNER TO MAINTAIN THE FACILITY; OR FAILURE TO PERFORM ANY OTHER DUTIES OR OBLIGATIONS HEREUNDER.
7. This Agreement shall be recorded in the land records of Tarrant County, Texas, shall constitute a covenant running with the land, and shall be binding on Landowner.
8. Notwithstanding anything to the contrary contained or implied elsewhere herein, TM BTR of Texas, LLC may assign all rights and obligations pursuant to this Agreement to a homeowners association or to the owner of all of any part of the Property without the consent of, but with written notice to, the City of such assignment including the Notice information for the assignee. Upon such assignment, all liabilities, indemnities and obligations of TM BTR of Texas, LLC as Landowner hereunder, shall expire and be of no further force or effect, save and except for any liabilities, indemnities and obligations of TM BTR of Texas, LLC which have accrued and are due, payable and/or performable as of the date of such transfer. Thereafter, the assignee(s) shall be the Landowner pursuant to this Agreement.
9. Any notices, certifications, approvals, or other communications required to be given by one party to another under this Agreement (a "Notice") shall be given in writing addressed to the party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; or (iii) when the Notice is delivered by Federal Express, UPS, or another

nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any dated or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the parties are set forth below. The parties may change the address set forth below by sending Notice of such changes to the other party as provided in this section.

To the City:

City of Saginaw
Attn: Mayor and City Secretary
333 W. McLeroy Blvd.
Saginaw, TX 76179

To Landowner:

TM BTR of Texas, LLC
6735 Salt Cedar Way
Building 1, Suite 200
Frisco, TX 75034

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same document.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

CITY OF SAGINAW, TEXAS

By: _____
Todd Flippo, Mayor

Date: _____

ATTEST:

By: _____
Janice England, City Secretary

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority in and for the City of Saginaw, Texas, on this day personally appeared **Todd Flippo**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Mayor of the City of Saginaw, Texas, and that he is authorized to execute the foregoing instrument on behalf of such limited partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2023.

Notary Public, State of Texas

TM BTR of Texas,
A Texas limited liability company

By: [Signature]
Name: Thomas Mitch Avery
Title: VP BTR Field Ops

STATE OF TEXAS

COUNTY OF Collin

BEFORE ME, the undersigned authority in and for Collin County, Texas, on this day personally appeared Mitch Avery, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the VP of Operations of TM BTR OF TEXAS, LLC, a Texas limited liability company, and that he is authorized to execute the foregoing instrument on behalf of such limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of March, 2023.

[Signature]
Notary Public, State of Texas

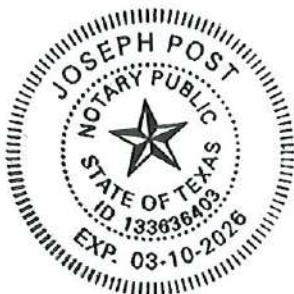


Exhibit A

WHEREAS, TM BTR of Texas, LLC is the owner of a parcel of land located in the City of Saginaw, Tarrant County, Texas, being a part of the Heirs Benjamin Thomas Survey, Abstract Number 1497, and being all of that called 18.532 acres of land as described in deed to TM BTR of Texas, LLC as recorded in document number D222027085, Official Public Records of Tarrant County, Texas and being further described as follows:

BEGINNING at a one-half inch iron rod found at the south corner of said 18.532 acre tract, said point being at the west corner of that called 15.129 acre tract of land described in deed to FORT WORTH MF LP, as recorded in Document Number D222146690, Official Public Records of Tarrant County, Texas, said point also being in the east line of the Fort Worth and Denver Railroad as recorded in Volume 3299, Page 285, Official Public Records of Tarrant County, Texas;

THENCE North 36 degrees 58 minutes 20 seconds West, 1,581.89 feet along the east line of said Fort Worth and Denver Railroad to a five-eighths inch iron rod found at the northwest corner of said 18.532 acre tract, said point being at the southwest corner of that called 241.626 acre tract of land described in deed to DR HORTON-TEXAS, LTD, as recorded in Document Number D220334094, Official Public Records of Tarrant County, Texas;

THENCE North 89 degrees 12 minutes 40 seconds East, 747.49 feet along the south line of said 241.626 acre tract to a one-half inch iron rod found at the northeast corner of said 18.532 acre tract, said point also being the northwest corner of Beltmill Parkway (a 100 foot wide right-of-way) dedicated by plat recorded in Document Number D222036300, Official Public Records of Tarrant County, Texas;

THENCE along the east line of said 18.532 acre tract and southwest line of said Beltmill Parkway as follows:

Southeasterly, 25.06 feet along a curve to the right, having a central angle of 07 degrees 41 minutes 53 seconds, a radius of 186.50 feet, a tangent of 12.55 feet, and whose chord bears South 22 degrees 41 minutes 46 seconds East, 25.04 feet to a one-half inch iron rod found for corner;

South 18 degrees 50 minutes 50 seconds East, 43.92 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

Southeasterly, 45.19 feet along a curve to the left, having a central angle of 12 degrees 02 minutes 35 seconds, a radius of 215.00 feet, a tangent of 22.68 feet, and whose chord bears South 24 degrees 52 minutes 08 seconds East, 45.11 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 30 degrees 53 minutes 25 seconds East, 15.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

Southeasterly, 618.33 feet along a curve to the left, having a central angle of 41 degrees 40 minutes 46 seconds, a radius of 850.00 feet, a tangent of 323.56 feet, and whose chord bears South 51 degrees 43 minutes 48 seconds East, 604.78 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the most easterly northeast corner of said 18.532 acre tract, said point also being the northwest corner of said 15.129 acre tract;

THENCE along the common lines of said 18.532 acre tract and said 15.129 acre tract as follows:

South 00 degrees 10 minutes 50 seconds East, 536.64 feet to a one-half inch iron rod found for corner;

South 53 degrees 01 minutes 40 seconds West, 405.00 feet to the POINT OF BEGINNING and containing 807,245 square feet or 18.532 acres of land.

BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD 83), DISTANCES SHOWN HEREON ARE SURFACE VALUES WITH A SCALE FACTOR OF 1.00018047 FROM GRID TO SURFACE.

Exhibit B

Facility Area and Description

EXHIBIT C DRAINAGE EASEMENT PAGE 1 OF 2

LEGAL DESCRIPTION

BEING a parcel of land located in the City of Saginaw, Tarrant County, Texas, being a part of the Heirs Benjamin Thomas Survey, Abstract Number 1497, and being a part of that called 398.365 acre tract of land described in deed to BELTMILL SAGINAW, LLC, as recorded in Document Number D220330746, Official Public Records of Tarrant County, Texas and being further described as follows:

COMMENCING at a five-eighths inch iron rod found at the northwest corner of said 18.532 acre tract, said point being at the southwest corner of that called 241.626 acre tract of land described in deed to DR HORTON-TEXAS, LTD, as recorded in Document Number D220334094, Official Public Records of Tarrant County, Texas, said point also being in the east line of the Fort Worth and Denver Railroad as recorded in Volume 3299, Page 285, Official Public Records of Tarrant County, Texas;

THENCE South 36 degrees 58 minutes 20 seconds East, 1,581.89 feet along the west line of said 18.532 acre tract and along the east line of said Fort Worth and Denver Rail Road to the one-half inch iron rod found at the south corner of said 18.532 acre tract, said point also being the west corner of that called 15.129 acre tract of land described in deed to FORTH WORTH MF LP, as recorded in Document Number D222146690, Official Public Records of Tarrant County, Texas;

THENCE along the south and west line of said 15.129 acre tract as follows:

South 36 degrees 58 minutes 20 seconds East, 344.00 feet and along the east line of said Fort Worth and Denver Rail Road to a point for corner;

North 53 degrees 01 minutes 40 seconds East, 53.39 feet to the POINT OF BEGINNING;

North 53 degrees 01 minutes 40 seconds East, 71.81 feet to a point for corner;

North 89 degrees 48 minutes 50 seconds East, 570.29 feet to a point for corner;

THENCE South 00 degrees 02 minutes 08 seconds East, 7.51 feet to a point for corner;

THENCE North 89 degrees 57 minutes 52 seconds West, 567.18 feet to a point for corner;

THENCE South 45 degrees 02 minutes 08 seconds West, 49.16 feet to a point for corner;

THENCE South 83 degrees 01 minutes 40 seconds West, 25.88 feet to the POINT OF BEGINNING and containing 4,255 square feet or 0.098 acres of land.

BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD 83), DISTANCES SHOWN HEREON ARE SURFACE VALUES WITH A SCALE FACTOR OF 1.00018047 FROM GRID TO SURFACE.

	DATE 01/05/2023	DRAWN DRB	PROJECT TMR012	JB PARTNERS 2121 Midway Road Suite 300 Cottonwood, Texas 76008 972.248.7676 TSP# No. P-438 TSP# No. 16076000
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EXHIBIT C DRAINAGE EASEMENT PAGE 2 OF 2



P.O.C.
S/O IRF
(CM)
DR HORTON-TEXAS, LTD
CALLED 241.626 ACRES
DOC. NO. D220334094
FORT WORTH AND DENVER
RAILROAD COMPANY
VOL. 3289, PG. 285
D.R.T.C.T.

TM BTR OF TEXAS, LLC
CALLED: 18.532
DOC. NO. D222027085

LINE TABLE		
NO.	BEARING	LENGTH
L1	S36°58'20"E	344.00'
L2	N53°01'40"E	53.39'
L3	N53°01'40"E	71.81'
L4	S00°02'08"W	7.51'
L5	S45°02'08"W	49.16'
L6	S83°01'40"W	25.88'

TM BTR OF TEXAS, LLC
CALLED: 18.532
DOC. NO. D222027085

FORT WORTH MF LP
CALLED 15.129 ACRES
DOC. NO. D222146690

1.581.89'
1/2" IRF
(CM)
CHICAGO ROCK ISLAND AND
FORT WORTH AND DENVER
RAILROAD COMPANY
VOL. 93, PG. 186
VOL. 94, PG. 176
D.R.T.C.T.
M. SAGINAW
BOULEVARD
(BUSINESS 287)

DRAINAGE EASEMENT
4,255 S.F.
0.098 ACRES

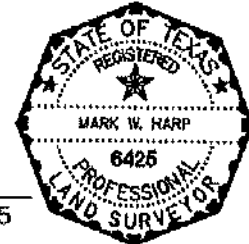
P.O.B.

L3 N89°48'50"E 570.29'
L5 N89°57'52"W 567.18'
L6

BELTMILL SAGINAW, LLC
REMAINDER OF CALLED 398.365 ACRES
DOC. NO. D220330746

LEGEND
POC POINT OF COMMENCING
POB POINT OF BEGINNING
IRF IRON ROD FOUND
CM CONTROL MONUMENT
S.F. SQUARE FEET

Mark W. Harp
MARK W. HARP, R.P.L.S. NO. 6425
JANUARY 05, 2023



SCALE: 1" = 200'	DATE 01/05/2023	DRAWN DRB	PROJECT TMR012	JBIPARTNERS 2121 Midway Road Suite 900 Carrollton, Texas 75006 972.248.7676 TBP# No. F-438 TBP# No. 10278000
---------------------	--------------------	--------------	-------------------	---

Exhibit C

CITY OF SAGINAW SOUTH STORMWATER FACILITY OPERATION AND MAINTENANCE PLAN

The only responsibility the City of Saginaw has in the operation and maintenance of this Facility is inspection.

General Maintenance Procedures

The structural and functional integrity of the Facility shall be maintained at all times by removing and preventing drainage interference, obstructions, blockages, or other adverse effects into, through, or out of the system.

Accumulated litter, sediment, and debris shall be removed every 6 months or as necessary to maintain proper operation of the pipe. Disposal shall be in accordance with federal, state and local regulations.

4. PREVENTIVE MAINTENANCE/INSPECTION

- Visual inspections of all components will be conducted every 6 months.
- A log shall be kept of maintenance actions, and inspections.
- **Written maintenance and repair records shall be maintained by the party or parties signing the attached Agreement and shall be provided to the City upon request.**

Exhibit D

Stormwater Structural Maintenance CHECKLIST

FREQUENT INSPECTION	DATE	REPAIRS REQUIRED	REPAIRS MADE	NOTES
Remove Trash and debris				
Violations Noted				

STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS STORMWATER FACILITY MAINTENANCE AGREEMENT (the "Agreement") is entered into between TM BTR of Texas, LLC ("Landowner") and the City of Saginaw, Texas ("City"), effective when executed by both parties.

WITNESSETH

WHEREAS, Landowner is the owner of that certain tract of real property described as approximately 18.532 acres of land located in the B. THOMAS SURVEY, ABSTRACT No. 1497, Tarrant County, Texas on Exhibit A (the "Property"); and

WHEREAS, stormwater management facilities, hereafter defined as the "Facility", shall be constructed offsite on a tract of land owned by Fort Worth MF LP, as described in Exhibit B Page 1 of 2; and

WHEREAS, the City requires that the Facility be maintained by Landowner, its successors and assigns, at no cost to the City.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. Landowner, its successors and assigns, shall construct and adequately maintain the 48-inch reinforced concrete storm sewer drainage pipe and associated easement, as shown on Exhibit B Page 2 of 2 (the "Facility"), at no expense to the City in accordance with the design specifications for the Facility. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Facility Operation and Maintenance Plan, attached to this Agreement as Exhibit C, and the Stormwater Structural Control Maintenance Checklists, attached to this Agreement as Exhibit D, are to be used to establish what good working condition is acceptable to the City.
2. Landowner, its successors and assigns, shall inspect the Facility and submit an inspection report to the City annually. The purpose of the inspection is to assure safe and proper functioning of the Facility. Components of the Facility which need maintenance or replacement to perform their design function shall be noted in the

inspection report along with the corrective actions to be taken.

3. Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facility, with at least 48 hours prior written notice to Landowner. The purpose of inspection is to follow-up on reported deficiencies. The City shall provide to Landowner copies of the inspection findings and a directive to commence with the repairs if necessary.
4. In the event Landowner, its successors and assigns, fails to maintain the Facility in good working condition as specified herein, the City, its authorized agents and employees, after 48 hours prior written notice to Landowner, may enter upon the Property and take steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to Landowner, its successors and assigns. **It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Facility, and in no event shall this Agreement be construed to impose any such obligation on the City, such obligation is Landowner's.**
5. Landowner, its successors and assigns, will perform the work necessary to keep the Facility in good working order as appropriate. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, in accordance with Section 4, Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. In the event Landowner or its successors or assigns fail to pay the City for the costs incurred under Section 4, the City may impress a lien for the costs of such work upon other lots owned by Landowner. Such lien shall be perfected by filing in the office of the County Clerk of Tarrant County, Texas an affidavit identifying the property to be charged with such lien, stating the amount hereof, and making reference to this Agreement. The City shall deliver a copy of the recorded lien to Landowner within five (5) business days after recording.

6. This Agreement imposes no liability of any kind whatsoever on the City. LANDOWNER AGREES TO HOLD THE CITY HARMLESS FROM ANY LIABILITY IN THE EVENT THE FACILITY FAILS TO OPERATE PROPERLY. LANDOWNER COVENANTS AND AGREES AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING, OR WHICH MIGHT ARISE, FROM THE FAILURE OF LANDOWNER TO MAINTAIN THE FACILITY; OR FAILURE TO PERFORM ANY OTHER DUTIES OR OBLIGATIONS HEREUNDER.
7. This Agreement shall be recorded in the land records of Tarrant County, Texas, shall constitute a covenant running with the land, and shall be binding on Landowner.
8. Notwithstanding anything to the contrary contained or implied elsewhere herein, TM BTR of Texas, LLC may assign all rights and obligations pursuant to this Agreement to a homeowners association or to the owner of all of any part of the Property without the consent of, but with written notice to, the City of such assignment including the Notice information for the assignee. Upon such assignment, all liabilities, indemnities and obligations of TM BTR of Texas, LLC as Landowner hereunder, shall expire and be of no further force or effect, save and except for any liabilities, indemnities and obligations of TM BTR of Texas, LLC which have accrued and are due, payable and/or performable as of the date of such transfer. Thereafter, the assignee(s) shall be the Landowner pursuant to this Agreement.
9. Any notices, certifications, approvals, or other communications required to be given by one party to another under this Agreement (a "Notice") shall be given in writing addressed to the party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; or (iii) when the Notice is delivered by Federal Express, UPS, or another

nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the parties are set forth below. The parties may change the address set forth below by sending Notice of such changes to the other party as provided in this section.

To the City:

City of Saginaw
Attn: Mayor and City Secretary
333 W. McLeroy Blvd.
Saginaw, TX 76179

To Landowner:

TM BTR of Texas, LLC
6735 Salt Cedar Way
Building 1, Suite 200
Frisco, TX 75034

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same document.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

CITY OF SAGINAW, TEXAS

By: _____
Todd Flippo, Mayor

Date: _____

ATTEST:

By: _____
Janice England, City Secretary

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority in and for the City of Saginaw, Texas, on this day personally appeared **Todd Flippo**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Mayor of the City of Saginaw, Texas, and that he is authorized to execute the foregoing instrument on behalf of such limited partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2023.

Notary Public, State of Texas

TM BTR of Texas,
A Texas limited liability company

By: [Signature]

Name: THOMAS MITCH AVERY

Title: VP BTR FIELD OPS

STATE OF TEXAS

COUNTY OF Collin

BEFORE ME, the undersigned authority in and for Collin County, Texas, on this day personally appeared Mitch Avery, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the VP of operations of TM BTR OF TEXAS, LLC, a Texas limited liability company, and that he is authorized to execute the foregoing instrument on behalf of such limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

March GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of March, 2023.

[Signature]
Notary Public, State of Texas

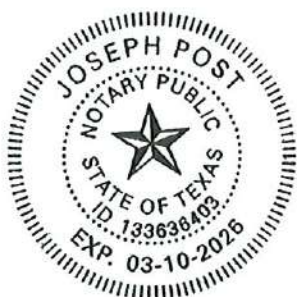


Exhibit A

WHEREAS, TM BTR of Texas, LLC is the owner of a parcel of land located in the City of Saginaw, Tarrant County, Texas, being a part of the Heirs Benjamin Thomas Survey, Abstract Number 1497, and being all of that called 18.532 acres of land as described in deed to TM BTR of Texas, LLC as recorded in document number D222027085, Official Public Records of Tarrant County, Texas and being further described as follows:

BEGINNING at a one-half inch iron rod found at the south corner of said 18.532 acre tract, said point being at the west corner of that called 15.129 acre tract of land described in deed to FORT WORTH MF LP, as recorded in Document Number D222146690, Official Public Records of Tarrant County, Texas, said point also being in the east line of the Fort Worth and Denver Railroad as recorded in Volume 3299, Page 285, Official Public Records of Tarrant County, Texas;

THENCE North 36 degrees 58 minutes 20 seconds West, 1,581.89 feet along the east line of said Fort Worth and Denver Railroad to a five-eighths inch iron rod found at the northwest corner of said 18.532 acre tract, said point being at the southwest corner of that called 241.626 acre tract of land described in deed to DR HORTON-TEXAS, LTD, as recorded in Document Number D220334094, Official Public Records of Tarrant County, Texas;

THENCE North 89 degrees 12 minutes 40 seconds East, 747.49 feet along the south line of said 241.626 acre tract to a one-half inch iron rod found at the northeast corner of said 18.532 acre tract, said point also being the northwest corner of Beltnill Parkway (a 100 foot wide right-of-way) dedicated by plat recorded in Document Number D222036300, Official Public Records of Tarrant County, Texas;

THENCE along the east line of said 18.532 acre tract and southwest line of said Beltnill Parkway as follows:

Southeasterly, 25.06 feet along a curve to the right, having a central angle of 07 degrees 41 minutes 53 seconds, a radius of 186.50 feet, a tangent of 12.55 feet, and whose chord bears South 22 degrees 41 minutes 46 seconds East, 25.04 feet to a one-half inch iron rod found for corner;

South 18 degrees 50 minutes 50 seconds East, 43.92 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

Southeasterly, 45.19 feet along a curve to the left, having a central angle of 12 degrees 02 minutes 35 seconds, a radius of 215.00 feet, a tangent of 22.68 feet, and whose chord bears South 24 degrees 52 minutes 08 seconds East, 45.11 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 30 degrees 53 minutes 25 seconds East, 15.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

Southeasterly, 618.33 feet along a curve to the left, having a central angle of 41 degrees 40 minutes 46 seconds, a radius of 850.00 feet, a tangent of 323.56 feet, and whose chord bears South 51 degrees 43 minutes 48 seconds East, 604.78 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the most easterly northeast corner of said 18.532 acre tract, said point also being the northwest corner of said 15.129 acre tract;

THENCE along the common lines of said 18.532 acre tract and said 15.129 acre tract as follows:

South 00 degrees 10 minutes 50 seconds East, 536.64 feet to a one-half inch iron rod found for corner;

South 53 degrees 01 minutes 40 seconds West, 405.00 feet to the POINT OF BEGINNING and containing 807,245 square feet or 18.532 acres of land.

BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD 83), DISTANCES SHOWN HEREON ARE SURFACE VALUES WITH A SCALE FACTOR OF 1.00018047 FROM GRID TO SURFACE.

Exhibit B

Facility Area and Description

EXHIBIT C DRAINAGE EASEMENT PAGE 1 OF 2

LEGAL DESCRIPTION

BEING a parcel of land located in the City of Saginaw, Tarrant County, Texas, being a part of the Heirs Benjamin Thomas Survey, Abstract Number 1497, and being a part of that called 15.129 acre tract of land described in deed to FORTH WORTH MF LP, as recorded in Document Number D222146690, Official Public Records of Tarrant County, Texas and being further described as follows:

COMMENCING at a five-eighths inch iron rod found at the northwest corner of that called 18.532 acres of land as described in deed to TM BTR of Texas, LLC as recorded in document number D222027085, Official Public Records of Tarrant County, Texas, said point being at the southwest corner of that called 241.626 acre tract of land described in deed to DR HORTON-TEXAS, LTD, as recorded in Document Number D220334094, Official Public Records of Tarrant County, Texas, said point also being in the east line of the Fort Worth and Denver Railroad as recorded in Volume 3299, Page 285, Official Public Records of Tarrant County, Texas;

THENCE South 36 degrees 58 minutes 20 seconds East, 1,581.89 feet along the west line of said 18.532 acre tract and along the east line of said Fort Worth and Denver Rail Road to the one-half inch iron rod found at the south corner of said 18.532 acre tract, said point also being the west corner of said 15.129 acre tract;

THENCE along the west line of said 15.129 acre tract and along the east line of said 18.532 acre tract as follows:

North 53 degrees 01 minutes 40 seconds east, 41.50 feet to the POINT OF BEGINNING;
North 53 degrees 01 minutes 40 seconds East, 15.00 feet to a point for corner;

THENCE South 36 degrees 58 minutes 20 seconds East, 328.47 feet to a point for corner;

THENCE North 83 degrees 01 minutes 40 seconds East, 25.78 feet to a point for corner;

THENCE North 45 degrees 02 minutes 08 seconds East, 50.21 feet to a point for corner;

THENCE South 89 degrees 57 minutes 52 seconds East, 573.39 feet to a point for corner;

THENCE South 00 degrees 02 minutes 08 seconds West, 7.49 feet to a point for corner in the south line of said 15.129 acre tract;

THENCE along the south line of said 15.129 acre tract as follows:

North 89 degrees 48 minutes 50 seconds East, 570.29 feet to a point for corner;
South 53 degrees 01 minutes 40 seconds West, 71.81 feet to a point for corner;

THENCE South 83 degrees 01 minutes 40 seconds West, 13.72 feet to a point for corner;

THENCE North 36 degrees 58 minutes 20 seconds West, 337.13 feet to the POINT OF BEGINNING and containing 10,527 square feet or 0.242 acres of land.

BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD 83), DISTANCES SHOWN HEREON ARE SURFACE VALUES WITH A SCALE FACTOR OF 1.00018047 FROM GRID TO SURFACE.

	DATE 01/04/2023	DRAWN DRB	PROJECT TMR012	JBI PARTNERS	2121 Midway Road Suite 950 Carrollton, Texas 75006 972.248.7870 TBEF No. F-438 TBLPS No. 10276000
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Drawing: H: \Projects\surveying\dwg\ESMT-DE.dwg Saved By: ddb Save Time: 1/4/2023 3:50 PM

1"=200'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N53°01'40"E	41.50'
L2	N83°01'40"E	15.00'
L3	N83°01'40"E	25.78'
L4	N45°02'08"E	50.21'
L5	S00°02'08"W	7.49'
L6	S83°01'40"W	13.72'

P.O.C.

FOR: 8/8 114 (CM) DR HORTON-TEXAS, LTD
CALLED 241.626 ACRES
DOC. NO. D220334094

TM BTR OF TEXAS, LLC
CALLED: 18.532
DOC. NO. D222027085

TM BTR OF TEXAS, LLC
CALLED: 18.532
DOC. NO. D2220270B5

FORT WORTH ME LP
CALLED 15.128 ACRES
DOC. NO. 0222146690

DRAINAGE EASEMENT
10,527 S.F.
0.242 ACRES

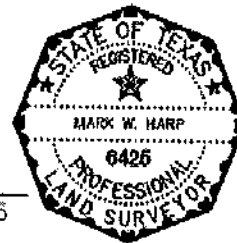
3°01'40"W
71.81'
BELTMILL SAGINAW, LLC
REMAINDER OF CALLED 398.365 ACRES
DOC. NO. 0220330748

LEGEND

POC POINT OF COMMENCING
POB POINT OF BEGINNING
IRF IRON ROD FOUND
CM CONTROL MONUMENT
S.F. SQUARE FEET

Mark W. Hays

MARK W. HARP, R.P.L.S. NO. 6425
JANUARY 04, 2023



SCALE:-

 $1'' \approx 200'$

DATE _____

01/04/2023

DRAWN

DRB

PROJECT

TMR012

JBI
PARTNERS

2121 Midway Road
Suite 305
Carrollton, Texas 75006
972.245.7576
TOLL No. F-458
TOLL No. 10876000

Exhibit C

CITY OF SAGINAW SOUTH STORMWATER FACILITY OPERATION AND MAINTENANCE PLAN

The only responsibility the City of Saginaw has in the operation and maintenance of this Facility is inspection.

General Maintenance Procedures

The structural and functional integrity of the Facility shall be maintained at all times by removing and preventing drainage interference, obstructions, blockages, or other adverse effects into, through, or out of the system.

Accumulated litter, sediment, and debris shall be removed every 6 months or as necessary to maintain proper operation of the pipe. Disposal shall be in accordance with federal, state and local regulations.

4. PREVENTIVE MAINTENANCE/INSPECTION

- Visual inspections of all components will be conducted every 6 months.
- A log shall be kept of maintenance actions, and inspections.
- **Written maintenance and repair records shall be maintained by the party or parties signing the attached Agreement and shall be provided to the City upon request.**

Exhibit D

Stormwater Structural Maintenance CHECKLIST

FREQUENT INSPECTION	DATE	REPAIRS REQUIRED	REPAIRS MADE	NOTES
Remove Trash and debris				
Violations Noted				



City of Saginaw

Meeting Date: 4/4/2023

Staff Contact: Salvador Gonzalez
Management Analyst

Agenda Items: (6)

E-mail: sgonzalez@saginawtx.org

Phone: 8172300550

SUBJECT:

Consideration and Action regarding Recommendation from Planning & Zoning Commission on Final Plat for 18.532 acres out of Block A, Lot 1, Beltmill Villas, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas

BACKGROUND/DISCUSSION:

See attached memo for background information.

The Planning & Zoning Commission considered this item at their meeting on March 14, 2023 and voted to recommend approval to the City Council.

This item was tabled at the March 21st City Council Meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

The Planning & Zoning Commission voted to recommend approval to the City Council.

ATTACHMENTS:

Description

Memo--Proposed Final Plat

Proposed Final Plat

Plat Application

P&Z Minutes, 3-14-2023 (Unapproved)



Beltmill Villas Final Plat

Date: March 13, 2023

To: Chairman and Members of the Planning and Zoning Commission

From: Salvador Gonzalez Jr., Management Analyst

Subject: Public Hearing - Consideration and Action Regarding a Request to Consider a Final Plat for property located on 18.532 acres out of Block A, Lot 1 Beltmill Villas, Benjamin Thomas Survey, Abstract 1497, otherwise known as 1551 Beltmill Parkway, City of Saginaw, Tarrant County, Texas.

Background/Discussion:

The applicant has submitted a request to consider a request for a final plat for property located on Block A, Lot 1 Beltmill Villas, Benjamin Thomas Survey, Abstract 1497 located at Beltmill Parkway, Saginaw TX, 76179.

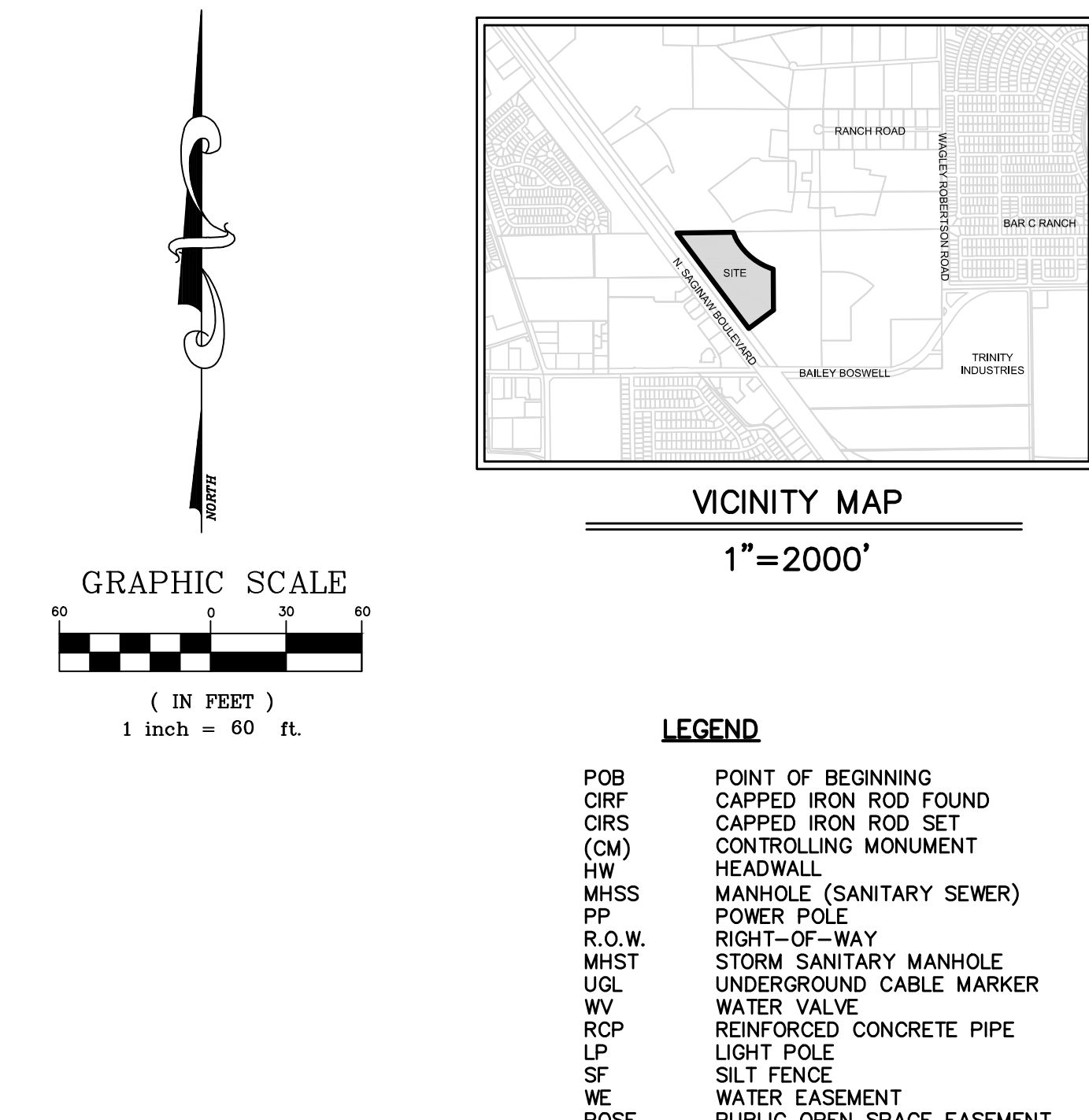
If you have any questions regarding this final plat request, please let me know.

Staff Recommendation:

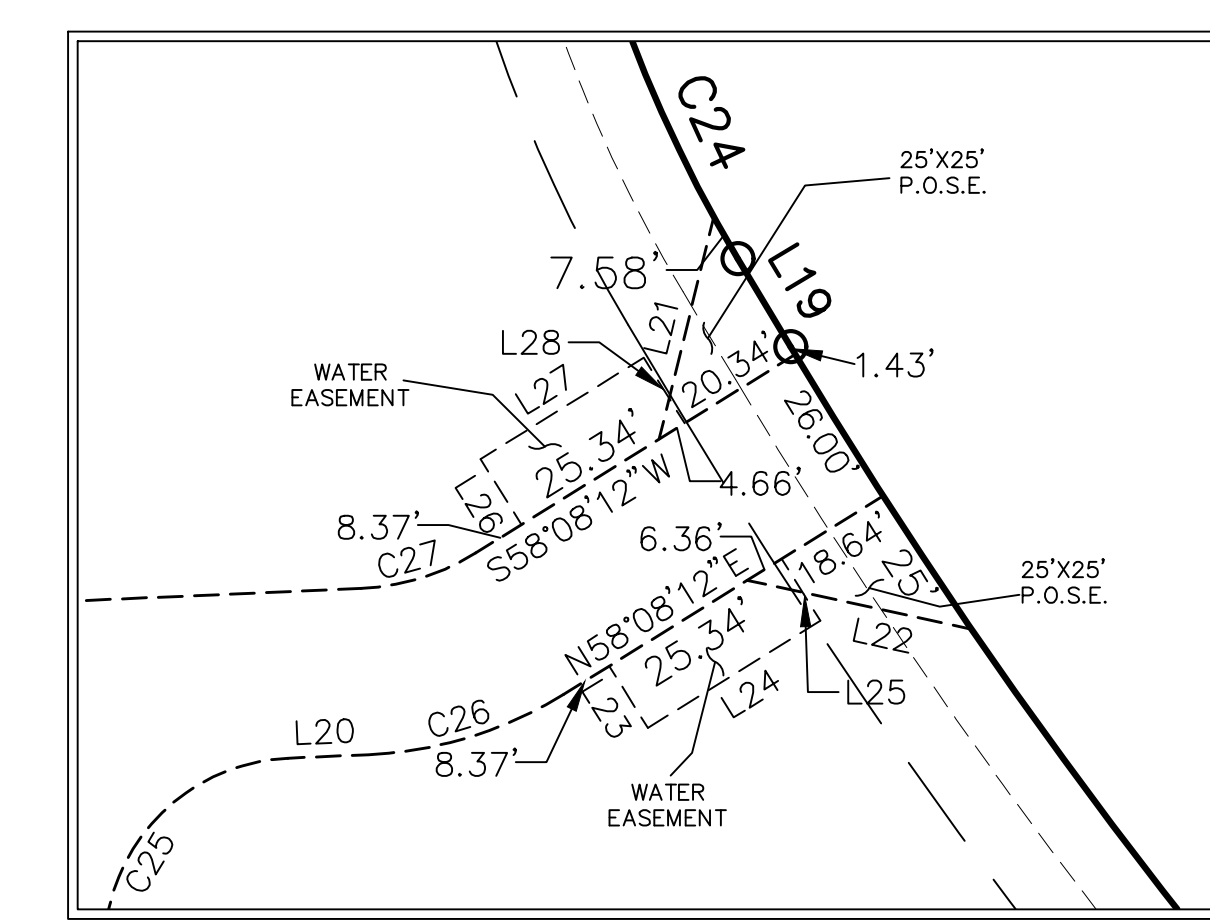
The final plat has been through a review from our Development Review Committee (DRC) and they have concluded that the final plat is in accordance with the City Code of Ordinances. Staff recommends that the request to consider a request for a final plat be forwarded to the City Council with a recommendation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

Attachments:

Final Plat for Beltmill Villas



- NOTES:
1. THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD 83). DISTANCES SHOWN HEREON ARE SURFACE VALUES WITH A SCALE FACTOR OF 1.00018047 FROM GRID TO SURFACE.
 2. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF CITY UTILITIES AND BUILDING PERMITS.
 3. ALL CORNERS NOT LABELED ARE ONE-HALF INCH IRON ROD SET WITH A YELLOW CAP STAMPED "JB1" UNLESS NOTED OTHERWISE.
 4. THE WATER SYSTEM LOCATED WITHIN THE FIRE LANE IS PRIVATE. THE PUBLIC WATER SYSTEM EXTENDS TO THE WATER METER AND DOUBLE DETECTOR CHECK ASSEMBLY LOCATIONS. ALL OTHER UTILITIES LOCATED IN THE FIRE LANE ARE PRIVATE AND SHALL BE PRIVATELY MAINTAINED.



FINAL PLAT
BELTMILL VILLAS

BLOCK A, LOT 1

18.532 ACRES OUT OF THE
B. THOMAS SURVEY, ABSTRACT NO. 1497;
CITY OF SAGINAW, TARRANT COUNTY, TEXAS

TM BTR OF TEXAS, LLC **OWNER/DEVELOPER**
6735 Salt Cedar Way (469) 252-2194

JB PARTNERS, INC. **SURVEYOR/ENGINEER**
2121 Midway Road, Suite 300 (972) 248-7676
Carrollton, Texas 75006
TBPE No. F-438 TBPLS No. 10076000

STATE OF TEXAS
COUNTY OF TARRANT

OWNER'S CERTIFICATE

WHEREAS, TM BTR of Texas, LLC is the owner of a parcel of land located in the City of Saginaw, Tarrant County, Texas, being a part of the Heirs Benjamin Thomas Survey, Abstract Number 1497, and being all of that called 18.532 acres of land as described in deed to TM BTR of Texas, LLC as recorded in document number D222027085, Official Public Records of Tarrant County, Texas and being further described as follows:

BEGINNING at a one-half inch iron rod found at the south corner of said 18.532 acre tract, said point being at the west corner of that called 15.129 acre tract of land described in deed to FORT WORTH MF LP, as recorded in Document Number D222146690, Official Public Records of Tarrant County, Texas, said point also being in the east line of the Fort Worth and Denver Railroad as recorded in Volume 3299, Page 285, Official Public Records of Tarrant County, Texas;

THENCE North 36 degrees 58 minutes 20 seconds West, 1,581.89 feet along the east line of said Fort Worth and Denver Railroad to a five-eighths inch iron rod found at the northwest corner of said 18.532 acre tract, said point being at the southwest corner of that called 241.626 acre tract of land described in deed to DR HORTON-TEXAS, LTD, as recorded in Document Number D220334094, Official Public Records of Tarrant County, Texas;

THENCE North 89 degrees 12 minutes 40 seconds East, 747.49 feet along the south line of said 241.626 acre tract to a one-half inch iron rod found at the northeast corner of said 18.532 acre tract, said point also being the northwest corner of Beltnmill Parkway (a 100 foot wide right-of-way) dedicated by plat recorded in Document Number D222036300, Official Public Records of Tarrant County, Texas;

THENCE along the east line of said 18.532 acre tract and southwest line of said Beltnmill Parkway as follows:

Southeasterly, 25.06 feet along a curve to the right, having a central angle of 07 degrees 41 minutes 53 seconds, a radius of 186.50 feet, a tangent of 12.55 feet, and whose chord bears South 22 degrees 41 minutes 46 seconds East, 25.04 feet to a one-half inch iron rod found for corner;

South 18 degrees 50 minutes 50 seconds East, 43.92 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

Southeasterly, 45.19 feet along a curve to the left, having a central angle of 12 degrees 02 minutes 35 seconds, a radius of 215.00 feet, a tangent of 22.68 feet, and whose chord bears South 24 degrees 52 minutes 08 seconds East, 45.11 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 30 degrees 53 minutes 25 seconds East, 15.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

Southeasterly, 618.33 feet along a curve to the left, having a central angle of 41 degrees 40 minutes 46 seconds, a radius of 850.00 feet, a tangent of 323.56 feet, and whose chord bears South 51 degrees 43 minutes 48 seconds East, 604.78 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the most easterly northeast corner of said 18.532 acre tract, said point also being the northwest corner of said 15.129 acre tract;

THENCE along the common lines of said 18.532 acre tract and said 15.129 acre tract as follows:
South 00 degrees 10 minutes 50 seconds East, 536.64 feet to a one-half inch iron rod found for corner;

South 53 degrees 01 minutes 40 seconds West, 405.00 feet to the POINT OF BEGINNING and containing 807,245 square feet or 18.532 acres of land.

BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD 83), DISTANCES SHOWN HEREON ARE SURFACE VALUES WITH A SCALE FACTOR OF 1.00018047 FROM GRID TO SURFACE.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **TM BTR OF TEXAS, LLC**, does hereby adopt this plat designating the hereon above described property as **BELTMILL VILLAS**, an addition to the City of Saginaw, Texas, and does hereby dedicate to the City of Saginaw in fee simple forever the streets, alleys, and all storm water management areas shown thereon. The easements shown thereon are hereby dedicated and reserved for the purposes as indicated. The utility, access and fire lane easements shall be open to the public and private utilities for each particular use. The maintenance of paving on the utility, access and fire lane easements is the responsibility of the property owner. No buildings or other improvements or growths, except fences, vegetation, driveways, and sidewalks less than 6 feet in width shall be constructed or placed upon, over or across the easements as shown except as permitted by City Ordinances. No improvements which may obstruct the flow of water may be constructed or placed in drainage easements. Any public utility shall have the right to remove and keep removed all or parts of the encroachments allowed above which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

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

WITNESS MY HAND at _____, Texas, this _____ day of _____, 2023.

TM BTR OF TEXAS, LLC
a Texas limited liability company

Jack Rowe
BTR Land Entitlement & Development Director

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared Jack Rowe, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated..

Given under my hand and seal of office, this _____ day of _____, 2023.

Notary Signature

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, Mark W. Harp, RPLS, do hereby certify that I have prepared this plat from an actual on the ground survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the City of Saginaw Subdivision Rules and Regulations.

Dated this the ____ day of _____, 2023.

Mark W. Harp, R.P.L.S. No. 6425



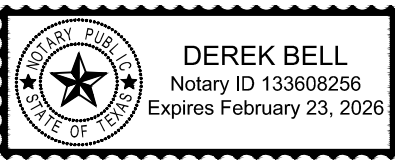
STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared Mark W. Harp, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2023.

Notary Public, State of Texas



ON THE _____ DAY OF _____, 2023, THIS PLAT WAS DULY APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAGINAW, TEXAS.

BY: _____
CHAIRMAN

ATTEST: _____
CITY SECRETARY

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

BY: _____
MAYOR

ATTEST: _____
CITY SECRETARY

FINAL PLAT

BELTMILL VILLAS

BLOCK A, LOT 1

18.532 ACRES OUT OF THE
B. THOMAS SURVEY, ABSTRACT NO. 1497;

CITY OF SAGINAW, TARRANT COUNTY, TEXAS

TM BTR OF TEXAS, LLC **OWNER/DEVELOPER**

6735 Salt Cedar Way (469) 252-2194
Building 1, Suite 200
Frisco, Texas 75034
Contact: Jack Rowe

JB PARTNERS, INC. **SURVEYOR/ENGINEER**

2121 Midway Road, Suite 300 (972) 248-7676
Carrollton, Texas 75006
TBPE No. F-438 TBPLS No. 10076000

Date: March 03, 2023

Sheet 2 of 2

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

CASE NUMBER: _____

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

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

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

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

REQUEST FOR CONSIDERATION OF

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

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

LOT: 1 BLOCK: A ADDITION: Beltmill

TRACT: 3A ABSTRACT 1497 SURVEY: Benjamin Thomas

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

ADDRESS and/ or LOCATION OF PROPERTY: West side of Beltmill Parkway
in Lot 1 and 2 of the preliminary plat for Beltmill

NAME OF PROPOSED DEVELOPMENT: ~~Beltmill Villas~~ CTC at Beltmill

TOTAL ACREAGE OF PROPERTY: 18.532

(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: [Signature] PHONE #: (936) 662-3830

and/or OPTION HOLDER: N/A PHONE #: N/A

OWNER'S NAME: (Please Print) Jack Rowe

OWNER'S ADDRESS: 6735 Salt Cedar Way, Building 1, Suite 200, Frisco, TX 75034

APPLICANT'S SIGNATURE: [Signature] PHONE #: 972-738-0243

APPLICANT'S NAME: Daniel Dewey - JBI Partners

APPLICANT'S ADDRESS: 2121 Midway Road Suite 300, Carrollton, TX 75006

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: _____ DATE: _____ TIME: _____

FEE FOR APPLICATION: _____ RECEIPT #: _____

SUBMITTED INFORMATION REVIEWED BY: _____

PLANNING AND ZONING COMMISSION MEETING DATE: _____

ACTION TAKEN: _____

CITY COUNCIL MEETING DATE: _____

ACTION TAKEN: _____

**MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE CITY OF SAGINAW
PLANNING AND ZONING COMMISSION
HELD AT THE CITY OF SAGINAW CITY HALL
333 WEST MCCLEROY BOULEVARD
March 14, 2023**

Present at the Meeting:

Member	Place No. 1	Brent Wooten
Member	Place No. 3	Phillip Allen
Member	Place No. 4	Ed Larson
Alternate Member	Alt. No. 1	David Kraus
City Attorney		Rachel Raggio
Management Analyst		Salvador Gonzalez
Chief Building Official		Larry Little

Absent from the Meeting:

Chairman	Place No. 2	William Barngrover
Vice-Chairman	Place No. 5	Jason LaBruyere
Alternate Member	Alt. No. 2	Lainey Wood

Visitors at the Meeting:

Daniel Dewey
Jack Rouse
Niko Waldon
City of Saginaw Fire Chief, Doug Spears

In absence of a presiding Chairman or Vice Chairman, Member Brent Wooten made a motion to nominate Member Ed Larson to Acting Chairman of the March 14, 2023 Planning and Zoning Commission regular meeting, with a second by Member Phillip Allen. The motion carried unanimously.

(1) Call to Order

Acting Chairman Ed Larson called the meeting to order at 6:07 P.M.

(2) Roll Call to Establish Quorum

Acting Chairman Ed Larson called roll. The quorum will consist of Acting Chairman Larson, Members Wooten, Allen, and Alternate Member Kraus.

(3) Audience Participation

Acting Chairman Larson explained the procedures regarding audience participation.

(4) Approval of Minutes

The minutes of a regular meeting on February 14, 2023 were presented for approval. A motion was made by Member Allen with a second by Alternate Member Kraus to approve the minutes for February 14, 2023. Motion carried unanimously.

For: Acting Chairman Larson,
Members Wooten, Allen, and Alternate Member Kraus

Against: None

Absent: None

(5) PZ 0323-01

Consideration and Action Regarding Approval of a Final Plat for the 18.532 acres out of Block A, Lot 1 Beltmill Villas, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas.

Salvador Gonzalez, Management Analyst, briefed the Commission on the proposed plat and introduced Daniel Dewey, P.E. from JBI Partners whom shared the details of the proposed development.

A motion was made by Member Wooten with a second by Member Allen to recommend that the City Council approve a Final Plat for the 18.532 acres out of Block A, Lot 1 Beltmill Villas, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas.

For: Acting Chairman Larson,
Members Wooten, Allen, and Alternate Member Kraus

Against: None

Absent None

(6) PZ 0323-02

Consideration and Action Regarding Approval of a Site Plan for the 18.532 acres out of Block A, Lot 1 Beltmill Villas, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas.

Management Analyst Gonzalez briefed the Commission on the background of the proposed project, in conjunction with the bigger Planned Development, commonly referred to as the Beltmill PD. Management Analyst Gonzalez reintroduced Mr. Dewey, P.E., from JBI Partners to address the Commission. Mr. Dewey addressed questions from the Commission related to the amount of proposed individual living units within the development and potential adjacent developments.

A motion was made by Alternate Member Kraus with a second by Member Wooten to recommend that the City Council approve a Site Plan for the 18.532 acres out of Block A, Lot 1 Beltmill Villas, Benjamin Thomas Survey, Abstract 1497, City of Saginaw, Tarrant County, Texas.

For: Acting Chairman Larson,
Members Wooten, Allen, and Alternate Member Kraus

Against: None

Absent None

(7) PZ 0323-03

Discussion and Presentation Regarding Carport Ordinance.

Chief Building Larry Little briefed the commission on the background and intent of the ordinance. He addressed the questions of the Commission, including questions related to recommended building material, specific use process, fee, and definitions.

(8) Staff Report

A. Discussion of Residential, Commercial, Industrial, and City Capital Projects

B. Update Commission of City Council Action on Previous Cases

Management Analyst Gonzalez reviewed current projects under construction in the City.

(9) EXECUTIVE SESSION

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

a. Any Posted Item

No executive session was held.

(10) Adjournment

Motion was made by Member Larson with a second by Member Wooten to adjourn the meeting. Motion carried.

For: Acting Chairman Larson,
Members Wooten, Allen, and Alternate Member Kraus

Against: None

Absent None

Acting Chairman Larson declared the meeting of March 14, 2023 closed at 6:40 p.m.

APPROVED:

Chairman

ATTEST:

Salvador Gonzalez Jr.,
Management Analyst/Recording Secretary



City of Saginaw

Meeting Date: 4/4/2023

Staff Contact: Randy Newsom
Director of Public Works

Agenda Items: (7)

E-mail: newsom@saginawtx.org

Phone: 18172300448

SUBJECT:

Consideration and Action regarding Individual Project Order with Kimley-Horn & Associates for the Highland Station Park Pedestrian Bridge Conceptual Design

BACKGROUND/DISCUSSION:

On March 20, 2023, an Advisory Recreation and Park Board Meeting was held. At this meeting the board discussed the possibility of constructing a pedestrian bridge over the creek from Topeka Drive into Highland Station Park. The city engineer was present and went over the scope of constructing this bridge. They explained that a topo survey would need to be done in order to do a conceptual design of the pedestrian bridge. There were several residents present that spoke in support of the project.

When the Highland Station Subdivision was built, the developer designed park access easements on some streets that backed up to Highland Station Park. These access points provide residents and children a place to enter the park by foot or bike. They also provide a pathway for children to get to school safely.

The majority of these access points were put in as the homes were built. They are simply sidewalk connections to the trail that goes around the park. There are only two that were not put in when the homes were built. One is on Topeka Dr. and one is on Paint Horse Tr. The access point from Topeka was never installed. I'm sure due to the fact a bridge would be required to cross the creek. The second access point off of Paint Horse Tr. has a sidewalk in place that only goes to the back lot lines. This area is undeveloped park land just west of High Country Tr., sometimes referred to as the greenbelt area.

FINANCIAL IMPACT:

The financial impact will be \$18,000 for the Pedestrian Bridge IPO. The funds for the IPO will come from the Parks Donation Fund, Account 20-7000-61. Total available funds are \$125,083.22.

RECOMMENDATION:

The Advisory Recreation and Parks Board voted to recommend to Council the approval of the funds of \$18,000 for the IPO with Kimley-Horn for the Pedestrian Bridge in Highland Station Park.

ATTACHMENTS:

Description

Proposed IPO & Advisory Recreation & Parks Bd Minutes

Proposed IPO--Pic 1

Proposed IPO--Pic 2

Proposed IPO--Pic 3

**INDIVIDUAL PROJECT ORDER NUMBER 20220316
HIGHLAND STATION PEDESTRIAN BRIDGE CONCEPTUAL DESIGN**

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: Highland Station Pedestrian Bridge Conceptual Design
KH Project Manager: Laura Presley

Specific Scope of Basic Services:

This project consists of topographic survey and pedestrian bridge conceptual design as outlined in the tasks below.

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 one (1) virtual or in-person City assessment review meetings.
 - b. The Consultant will prepare for and attend one (1) in-person City Parks Advisory Board meetings.
 - c. The Consultant will prepare for and attend one (1) 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 10 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 – Topographic Survey

The Consultant will prepare a topographic survey for the site to be used for site planning and civil engineering design purposes. The topographic survey is to be used in-house and will not be issued as a stand-alone survey document. The survey will consist of: Elevations around the immediate perimeter of the site; Contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing control points; Observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, and franchised utility facility appurtenances; Dig Toss markings of subsurface utilities that are in place at the time our field work is being done; and two benchmarks established with the survey.

TBPELS Firm Number: 10194040

Task 3 – Pedestrian Bridge Concept

The Consultant will develop one (1) conceptual design for a pedestrian bridge and sidewalk connection between Topeka Drive and Highland Station Park. This conceptual design will consist of a plan view digital rendering and reference imagery.

The Consultant will prepare one (1) Opinion of Probable Construction Costs (OPCC). This document is intended to guide the design, planning, and programming of the conceptual pedestrian bridge and will provide an approximate cost to be based on estimated market values of the proposed improvements.

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

The Consultant will present the concept and OPCC to City staff to gather feedback and revise the exhibit based on the feedback. The Consultant will provide revisions for up to 1 (one) round of ordinary and reasonable comments.

The Consultant will present one (1) revised conceptual design and one revised (1) OPCC to the Parks Advisory Board and City Council per Task 1.0.

The task does not include structural bridge design, final construction documents and specifications, 3D modeling, or perspective renderings.

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:

- 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.

Deliverables:

- Pedestrian Bridge Concept
- Pedestrian Bridge Concept OPCC

Terms of compensation:

<u>Task Name</u>	<u>Budget Amount</u>	<u>Fee Type</u>
Task 1 – Project Meetings and Coordination	\$ 5,000	(Lump Sum)
Task 2 – Topographic Survey	\$ 5,000	(Lump Sum)
Task 3 – Pedestrian Bridge Concept	\$ 8,000	(Lump Sum)
Total Fee	\$18,000	

Consultant will perform the services in Tasks 1 through 3 for the total lump sum fee of \$18,000. 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

ACCEPTED:

CITY OF SAGINAW

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: Douglas Arnold
03/16/2023

PRINTED NAME: _____

PRINTED NAME: Douglas Arnold

TITLE: _____

TITLE: Contract Specialist

**MINUTES OF A SPECIAL MEETING
OF THE CITY OF SAGINAW
RECREATION AND PARKS ADVISORY BOARD
HELD AT THE CITY OF SAGINAW CITY HALL
333 W MCCLEROY BOULEVARD
MARCH 20, 2023**

Present at the Meeting:

Member	Place No. 1	Jane Lyon
Member	Place No. 4	Wayne Giles
Chairman	Place No. 5	Brack St. Clair
Member	Place No. 7	Thomas Weaver
Alternate Member	Alt. No. 2	Adhel Torres
Director of Public Works		Randy Newsom
Streets and Parks Manager		Paul Wrzesinski
Management Analyst/Recording Secretary		Salvador Gonzalez Jr.

Absent from the Meeting:

Member	Place No. 2	Janelle Young
Vice Chairman	Place No. 3	Brandi Coble
Member	Place No. 6	Ronda Nyberg
Alternate Member	Alt. No. 1	Michael Arbuckle

Visitors at the Meeting:

Laura Presley
Candice Knight
Jeffrey Knight
Meggie Daniels
Matthew Boardman

The quorum for tonight's meeting consists of Chairman St. Clair, Members Lyon, Giles, Weaver, and Alternate Member Torres.

(1) Call to Order

Chairman St. Clair called the meeting to order at 6:01 p.m.

(2) Roll Call to Establish Quorum

Chairman St. Clair called roll and established a quorum.

(3) Audience Participation

Chairman St. Clair explained the procedures regarding audience participation.

(4) Approval of Minutes

The minutes of a regular meeting on January 16, 2023 were presented for approval. A motion was made by Member Weaver with a second by Member Giles to approve the minutes for January 16, 2023. Motion carried unanimously.

For: Chairman St. Clair, Members Lyon, Giles,
Weaver, Alternate Member Torres

Against: None

Absent: Vice Chairman Coble, Members Young, Nyberg,
and Alternate Member Arbuckle

(5) Discussion Regarding Parks Bond Fund Balance

Public Works Director Randy Newsom updated the board on the remaining balance within the Parks Bond Fund. Board Members inquired about a previously mentioned priority list for all parks projects and the Parks Assessment Plan. The Board also inquired on the status of new playground equipment installation in various parks, followed by an update on playground equipment by Director of Public Works Newsom. Lastly, the Board discussed the Switchyard expansions plans with updates from Director Public Works Newsome.

(6) Consideration and Action Regarding Highland Station Park Pedestrian Bridge

Director of Public Works Newsom briefed the Board on the location and complexity of constructing the proposed Highland Station Park Pedestrian Bridge and introduced Laura Presley, P.E. Presley informed the commission of the challenges of implementing the pedestrian bridge, which would connect the Topeka neighborhood to Highland Station Park. One of the mentioned challenges included dealing with drainage flow of the creek. Presley also detailed the plan to move forward with the study if approved and the potential costs of the project.

Chairman St. Clair opened up the floor to audience participation, beginning with Candice Knight, who voiced her concerns with the inaccessibility of park due to lack of the bridge and concerns for safety. She also read a letter of support for construction of the bridge, written by Myrla "Olivia" Hernandez, who is a neighbor residing close to the drainage creek. Jeff Knight spoke next and voiced his concerns with kids and teens trying to cross to the park from the neighborhood.

A motion was made by Member Weaver, with a second by Alternate Member Torres to recommend approval of a contract between the City of Saginaw and Kimley-Horn and Associates for a sum amount of \$18,000 to conduct a study for construction of Highland Station Pedestrian Bridge. Motion carried.

For: Chairman St. Clair, Members Lyon, Giles,
Weaver, Alternate Member Torres

Against: None

Absent: Vice Chairman Coble, Members Young, Nyberg,
and Alternate Member Arbuckle

(7) Discussion and Consideration of Future Agenda Items

Director of Public Works Newsome gave an update to the Board regarding some of the effects from a recent storm event, including the Texas Municipal League's Insurance involvement in the process to restore parks. Member Lyon mentioned her concern with the number of dog waste receptacles in city parks. The Board discussed the issue further with Director of Public Workers Newsom.

(8) Report Regarding Park Maintenance Projects

Operations Manager Paul Wrzesinski Public updated the Board on ongoing parks maintenance projects, including the storm damage in Willow Creek Park, and further information on the installation of new playground equipment. the city.

(9) Discussion and Action Regarding Park Fund Balances and Expenditures

Management Analyst Gonzalez updated the board on the remaining funds of the Park Fund Balance. Member Giles brought up an ongoing issue with unregistered food trucks being present in the city. City staff took account of the concern to possibly be brought up as a future agenda item and to be followed up with appropriate city staff.

(10) Adjournment

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

For: Chairman St. Clair, Members Lyon, Giles,
Weaver, Alternate Member Torres

Against: None

Absent: Vice Chairman Coble, Members Young, Nyberg,
and Alternate Member Arbuckle

Chairman St. Clair declared the meeting of March 20, 2023 closed at 6:44 p.m.

APPROVED:

Brack St. Clair, Chairman

ATTEST:

Salvador Gonzalez Jr., Management Analyst/
Recording Secretary









City of Saginaw

Meeting Date: 4/4/2023

Staff Contact: Fire Chief Doug Spears / Chief
Building Official Larry Little

Agenda Items: (8)

E-mail: dougspears@saginawfire.us

Phone: 817-230-0412

SUBJECT:

Consideration and Action regarding Ordinance No. 2023-13, Residential Carport Specific Use Permit Fee Adjustment

Staff recommends a reduction in the fee for the Carport Specific Use Permit or SUP.

BACKGROUND/DISCUSSION:

With input from City Council and the Planning and Zoning Commission, staff supports and recommends a reduction in the fee for a Specific Use Permit for residential carports. Currently the fee is \$750 which is consistent with the fee for all SUPs. Staff recommends reducing the Carport SUP fee to 1/2 - \$375. Staff believes this amount will still adequately cover the necessary staff time required for a Carport SUP submittal in most cases.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of a reduction in the SUP fee specifically for a residential carport from \$750 to \$375.

ATTACHMENTS:

Description

Ordinance 2023-13 SUP-Residential Carports

Master Fee Schedule--SUP Fee for Residential Carports

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS AMENDING THE MASTER SCHEDULE OF FEES ESTABLISHED BY ORDINANCE NO. 2010-14, AS AMENDED, AMENDING THE SPECIFIC USE PERMIT FEE FOR RESIDENTIAL CARPORTS, AND PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has heretofore adopted a Master Schedule of Fees for City services and permit applications; and

WHEREAS, the City desires to amend the Master Schedule of Fees to amend the Specific Use Permit Fee for Residential Carports in order to reflect the administrative costs incurred by the City to perform the function associated with these applications.

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

SECTION 1.

That the Master Schedule of Fees established pursuant to Ordinance No. 2010-14, as amended, is hereby amended by amending the Specific Use Permit Fee for Residential Carports, in order to reflect the administrative costs incurred by the City to perform the function associated with this application. The new fees are set forth in the attached and incorporated Exhibit “A”, hereto.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2023.

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

CITY OF SAGINAW FEE SCHEDULE

DEVELOPMENT FEES		
Zoning Change	\$200 per Acre (\$800 min.)	Plus the renote fee for the cost of repeated notices to the star-telegram when applicable
Preliminary Plat	\$500 + \$5 per Acre	
Final Plat	\$500 + \$5 per Acre	
Replat (P&Z and CC)	\$500 + \$10 per Acre	
Amended / Replat (Adminstratively)	\$ 500.00	
P&Z-Specific Use Permit	\$ 750.00	
P&Z-Specific Use Permit for Residential Carport	\$ 375.00	Note: This fee applies only to Residential Carport SUP Requests
Subdivision Variance Request	\$200.00	
PD Planned Development - Conceptual and Development Plan (each)	\$1500 + \$10 per Acre	Plus the renote fee for the cost of repeated notices to the star-telegram when applicable
Civil Plan Review	\$500.00	
Earthwork Permit	\$500.00 + \$5 per acre	
Public Works Inspection Fee	4% of Cost of Construction	
Floodplain Development Fee	\$150.00	
	100% of cost of public improvement for 2 years after construction is complete	
Maintenance Bonds		
Copy of Subdivision Ordinance	\$ 50.00	
Copy of Zoning Ordinance	\$ 50.00	
Copy of Zoning Map	\$ 5.00	
Oil & Gas Well Application	\$ 5,000.00	+ escrow for landscaping (estimate verified by city)
Other Items Not Specified	\$ 50.00	
Fire Hydrant Meter Rental		
Standard Fire Hydrant Meter with RPZ*	\$ 2,335.00	Deposit
Violation of FHM Rental Agreement	\$ 150.00	
*\$25 per month for use of meter plus charge for water used	Minimum 2,000 gallons billed at double the minimum Commercial Rate	
Water Tap Fees (Meter Set Only)		



City of Saginaw

Meeting Date: 4/4/2023

Staff Contact: Doug Spears
Fire Chief

Agenda Items: (9)

E-mail: dougspears@saginawfire.us

Phone: 817-230-0412

SUBJECT:

Consideration and Action regarding Resolution No. 2023-08, Saginaw Home Improvement Program (SHIP) Amendment

The Saginaw Home Improvement Program or SHIP is recommended to be amended to make the program available to homeowners in all areas of the City.

BACKGROUND/DISCUSSION:

Based on City Council input and citizen inquiry about the program staff is recommending to revise eligibility for the program to city wide. Currently program eligibility was limited to a geographical target area specified as the Rancho North Addition.

As reminder, existing eligibility also requires the home to be a single family residence and the property must be listed as the homestead.

Revising the program to city wide eligibility requires revision to the attached documents:

SHIP Resolution

SHIP Application

SHIP Policy

The SHIP Agreement does not require revision but is attached for reference.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends amending the SHIP documents as presented.

ATTACHMENTS:

Description

SHIP Resolution - Amended

SHIP Policy - Revised

SHIP Application - Revised

SHIP Agreement

RESOLUTION NO. 2023-

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, AMENDING THE SAGINAW HOME IMPROVEMENT PROGRAM ("SHIP") WHICH WAS ESTABLISHED PURSUANT TO TEXAS LOCAL GOV'T CODE CHAPTER 380; AUTHORIZING THE CITY MANAGER TO EXECUTE SHIP AGREEMENTS PURSUANT TO THE PROGRAM TO PROVIDE ECONOMIC DEVELOPMENT INCENTIVES TO SHIP APPLICANTS; AND PROVIDING AN EFFECTIVE DATE.

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

Whereas, the City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Gov't Code to provide economic development grants to promote state and local economic development and to stimulate business and commercial activity in the City; and

Whereas, the promotion of the redevelopment of existing housing stock in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

Whereas, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs, and increases property and sales tax revenues; and

Whereas, the promotion of the housing stock is a major contributing factor to the growth of the City, which, in turn, stimulates trade and commerce and reduces unemployment; and

Whereas, residential development and redevelopment will attract and encourage business relocation and expansion since businesses will look to the available housing stock to meet the needs of management and the work force; and

Whereas, the Saginaw Home Improvement Program ("SHIP") is established in the exercise of the City's governmental functions in the interest of the health, safety, and welfare of the general public and for economic development purposes pursuant to Chapter 380 of the Texas Local Gov't Code; and

Whereas, the City Council desires to amend the SHIP policy approved by Resolution 2022-25, on December 6th, 2022, and replace it with the attached SHIP policy to make the Program available to all eligible residences within the City limits of the City of Saginaw; and

Whereas, the City Council finds and determines that providing economic development incentives in accordance with SHIP will further the objectives of the City, will benefit the City and the City's inhabitants, will promote local economic development, and will stimulate business and commercial activity in the City.

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

SECTION 1.

The recitals and findings above are true and correct and incorporated into this Resolution as if fully set forth herein.

SECTION 2.

The Saginaw Home Improvement Program ("SHIP") which was established and approved pursuant to Chapter 380 of the Texas Local Gov't Code, is hereby amended and replaced with the attached SHIP policy, and the City Manager, or the City Manager's designee, is hereby authorized to execute SHIP Agreements to provide economic development incentives to SHIP applicants, subject to available funding, in accordance with the SHIP Agreement, which is also attached to this Resolution.

SECTION 3.

This Resolution shall be in full force and effect from and after the date of its passage and it is so resolved.

PASSED AND APPROVED ON THIS 4th DAY OF APRIL, 2023.

APPROVED:

TODD FLIPPO, MAYOR

ATTEST:

JANICE ENGLAND, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

BRYN MEREDITH, CITY ATTORNEY

Saginaw Home Improvement Program (SHIP)
Economic Development Incentive Policy

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Gov't Code to provide economic development grants to promote state and local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the promotion of the redevelopment of existing housing stock in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, the promotion of the housing stock is a major contributing factor to the growth of the City, which, in turn, stimulates trade and commerce and reduces unemployment; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion since businesses will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, this program is made in the exercise of the City's governmental functions in the interest of the health, safety, and welfare of the general public and for economic development purposes pursuant to Chapter 380 of the Texas Local Gov't Code; and

NOW, THEREFORE, BE IT KNOWN, that the City has determined that providing economic development incentives in accordance with this program will further the objectives of the City, will benefit the City and the City's inhabitants, will promote local economic development, and will stimulate business and commercial activity in the City, and the terms and conditions of this Policy have been approved by resolution of the City Council.

I). Program Purpose and Summary

A). Purpose

In addition to the purposes contained in the recitals above, the Saginaw Home Improvement Program (SHIP) is designed to incentivize local homeowners to invest in their homes via home improvements, encourage code compliance, economic development, and for other public purposes provided in Texas Local Gov't Code Ch. 380. SHIP will prevent blight, improve

property values, inspire surrounding homeowners, revitalize neighborhoods, promote energy and water use efficiency, and increase Saginaw neighborhood appeal, all of which are urgent community development needs. The purposes outlined in this Program are directly related to governmental functions exercised by the City of Saginaw in the interest of the general public and for the public health, safety and welfare of the City's residents.

B). Summary

Qualifying projects will be incentivized as follows:

- 1).** A waiver of residential remodel building permit fees, as authorized by the City Building Official.
- 2).** After completion of the project and a city inspection, the city will repair or replace sidewalks in public right-of-way, as well as sewer and water lines for participating properties based on the assessed condition of the existing sidewalk and other public infrastructure, in the City's sole discretion and subject to available funding.
- 3).** One haul of a full roll off dumpster. (Picture proof must be provided to building department.)
- 4).** Economic development incentive rebate in an amount equal to up to ten (10) times the amount of increase in property taxes for the Residence for the first tax year following the Completion of Construction (as defined in the SHIP Agreement between the City and the Property Owner) as the result of the increase in the Taxable Value of the Residence, as determined by the City's Financial Services Department for the Approved Project. The maximum Incentive rebate shall not exceed \$5,000.00 per Approved Project.

II). Program Requirements for Eligibility

All program applicants must meet the following criteria to qualify:

A). General Requirements

- 1).** The home to be renovated must be located in the Saginaw City limits.
- 2).** The home must be a single-family home.
- 3).** Applicant must have the project address as their homestead.

- 4). The property must not have any pending notice of code violations or citations and must be current on property taxes and city utilities, and must not currently owe any debt, fees, or other impositions to the City. Such requirements do not apply to minimum housing deficiencies (such as, but not limited to, rotting wood, cracking or peeling paint, broken windows, etc.) that will be corrected as a result of the project.
- 5). The minimum investment to be considered for this program is \$2,500.
- 6). Participants must comply with an initial inspection of the property/home by a City Building Inspector and a final inspection of the property/home by a City Building inspector.
- 7). The project must be completed within 6 months of approval as determined by the final inspection of the project. (Timeline requirements are subject to the discretion of the City Building Official.)
- 8). Permits must be obtained from the City of Saginaw Building Inspection Department. Permit fees may be waived for approved projects as authorized by the City of Saginaw Fee Schedule. All construction must comply with all current city building code requirements.

B). Documentation Requirements

- 1). Proof that the Property Owner is current on the homeowner's insurance for the property as evidenced by a receipt or documentation showing the insurance policy has been paid or is current on scheduled payments.
- 2). Application that includes line-item bid estimate(s), which may be provided by a licensed and registered contractor with the City of Saginaw who will perform the improvements.
- 3). Proof of financial capacity to pay for the cost of the improvements.

III). Qualifying Improvements

- 1). Replace exterior doors, including garage door.
- 2). Replace existing windows with energy efficient windows.
 - (i). Must replace all front facing windows at minimum to qualify.
- 3). Replace entire driveway with concrete to city specifications, if driveway is located at the front of the house.

4). Replace soffit and/or fascia.

(i). Must replace with city approved material.

(ii). Must replace a minimum of 50% to qualify.

5). Replace, repair, or install fence to city specifications. Must replace or repair a minimum of 50% of the total linear feet of fencing to qualify.

6). Replace siding using city approved material. Must replace a minimum of 50% of the total siding area to qualify.

7). Repaint house

(i). Color must be consistent with neighborhood.

(ii). Entire house structure (main living structure) must be painted to qualify.

8). Install or replace front gutters with color matching or complimentary to the paint color of the house.

9). Add or repair front porch, conforming to city specifications.

10). Foundation repair.

(i). Foundation repair cannot be the only approved improvement to the property.

(ii). Owner must secure a foundation assessment and repair report, at the owner's expense, from a structural engineer certified in the State of Texas that is dated no longer than 90 days from the date of application for this program.

(iii). To be considered for eligibility, the foundation repair component of the application must conform entirely to the assessment and repair document prepared by a structural engineer.

11). Removal of accessory buildings

(a). Removal of accessory buildings (detached garage, storage shed, etc.) cannot be the only approved improvement to the property.

(b). Only removal will be considered for eligibility under this program. Repairs or improvements are not eligible.

12). Re-shingle roof with 30-year shingles. Must replace the total roof area to comply.

13). Other improvements that result in aesthetic improvements and/or the repair/correction of housing deficiencies may also be approved by city staff.

IV). Timeline

A). Participant Process

- 1).** Property Owner determines what will be renovated.
- 2).** Property Owner submits application with plans and permits for improvements to Building Inspections and Permits Department.
- 3).** City reviews the application and Property Owner signs SHIP Agreement with the City.
- 4).** Property Owner allows for pre-inspection of improvements to be completed by City Building Inspector.
- 5).** Improvements Completed.
- 6).** City pays incentive upon final inspection by City Building Inspector and increase in the Taxable Value of the Residence, as determined by the City's Financial Services Department for the Approved Project, and subject to the terms and conditions of the SHIP Agreement.

B). Internal Process

- 1).** Application submittal and review to the City of Saginaw Building and Inspections Department. (Includes checking any code violations on property/home, checking status of Utility Billing, TAD to verify home/property ownership and checking property tax receipt).
- 2).** Notification of approval or denial
- 3).** Initial inspection of home/property by City Building inspector
- 4).** Final Inspection of home/property by building inspector
- 5).** Assessment of ROW condition and fix/replace

- 6). Review of picture proof of full Roll-off dumpster
- 7). Submittal of approved application/additional documentation to Finance Dept.
- 8). Economic development incentive rebate processed and paid to resident, subject to increase in the Taxable Value of the Residence, as determined by the City's Financial Services Department for the Approved Project, and subject to the terms and conditions of the SHIP Agreement.
- 9). Property listed on SHIP (Saginaw Home Improvement Program) Monthly Report (In combination with Monthly City Manager Report).

V). Additional Terms and Conditions

- A). Receipt of the application does not commit the city to approve the application for the program or to pay any cost incurred in the preparation of the application. The award of any rebate is at the sole discretion of the City of Saginaw. The program may be suspended or terminated at any time regardless of availability of funds or pending applications on file.
- B). No application shall be accepted or rebate awarded that would constitute a conflict of interest. Members of the Saginaw City Council, or city employees, are ineligible for the receipt of benefits from this rebate program.
- C). Applicants will be limited to one incentive agreements, per calendar year, per homestead, although multiple elements may be included in a single agreement.
- D). All applications and information contained therein are subject to disclosure pursuant to the Texas Public Information Act.
- E). If approved, the cash rebate will only be paid to the Applicant responsible for the improvements as stated under Application Information. The cash rebate shall be paid in a lump sum to the Applicant only. Rebate checks will not be split between different parties nor will checks be pro-rated over any time period.
- F). To encourage employment opportunities and economic development within the City, all applicants are encouraged to select contractors whose businesses are located in Saginaw, but may perform the improvements themselves when abiding by City standards and codes. Receipts and /or invoices will be required in order to receive the cash incentive. It is the Property Owner's responsibility to do their own due diligence in determining the right contractor for their project if a contractor is hired to complete the improvements.

- G).** Applications shall be processed and approved on a first-come-first-serve basis, and upon approval by the City, the applicant will enter into a SHIP Agreement with the City pursuant to Texas Local Gov't Code Ch. 380.
- H).** Current Revenue. The economic development incentive rebate made under this Program shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

City of Saginaw
 Building Inspections and Permit Dept.
 301 S. Saginaw Blvd.
 Saginaw, Texas 76179 817-230-
 0453
 ci.saginaw.tx.us



Saginaw Home Improvement Program (SHIP) Application

Section 1. Applicant Information			
Name of Applicant (Property Owner):			
Phone:		Email:	
Physical Address:	City:	State:	Zip:
Work Phone Number:			

Section 2. Property Owner Information and Requirements (Circle Yes or No)		
Are you the current homeowner/property owner of the listed address above?	Yes	No
Do you plan on selling your home in the next two years?	Yes	No
Are you willing to provide copies of home insurance documentation?	Yes	No
Are you willing to comply with an inspection by a city building inspector before and after project completion?	Yes	No
Do you agree to complete all improvements within 6 months of application approval?	Yes	No

Section 3. Renovation Information		
Type of Improvement	Check All That Apply	Estimated Dollar Value
1.) Replace exterior doors, including (if applicable) garage door.		\$
2.) Replace existing windows with energy efficient windows.		\$
3.) Replace entire driveway with concrete to city specifications.		\$
4.) Replace soffit and/or fascia.		\$
5.) Replace, repair, or install fence to city specifications.		\$
6.) Replace siding using city approved material.		\$
7.) Add or repair garage.		\$
8.) Repaint house.		\$
9.) Install or replace gutters.		\$

10). Add or repair front porch, conforming to city specifications.		\$
11). Foundation repair.		\$
12). Removal of accessory buildings.		\$
13). Re-shingle roof with 30-year shingles.		\$
14). Other improvements:		

***Please see policy document for additional conditions on qualifying improvements ***

Section 4.	Rebate Information
Total Estimated Value of Improvements (Minimum of \$2,500 to qualify)	\$
<p>I understand that if I meet all requirements necessary under this program, I will be eligible for an economic development incentive rebate in an amount equal to up to ten (10) times the amount of increase in property taxes for the Residence for the first tax year following the Completion of Construction as the result of the increase in the Taxable Value of the Residence, as determined by the City's Financial Services Department for the Approved Project. The maximum Incentive rebate shall not exceed \$5,000.00 per Approved Project.</p>	
Signature: _____	Date: _____

Section 5.

Acknowledgements

I hereby certify that the information provided is true and accurate to the best of my knowledge. I hereby acknowledge that I have read, understand and agree to comply with the SHIP policy which is attached, and that any VIOLATION of the terms of the policy or MISREPRESENTATION shall constitute grounds for rejection of an application or termination of cash rebate, or reimbursement of the cash rebate if granted, at the total discretion of the City of Saginaw.

I understand that the approval of cash rebates, refunds of permit fees, or other rebates shall not be deemed to be approval of any aspect of the construction or improvements project. I understand that I am responsible for obtaining all required permits and inspections from the City of Saginaw and in ensuring the project meets all current City requirements.

I understand that my application will not be processed if it is incomplete. I agree to provide any additional information for determining eligibility as requested by the Saginaw.

I understand and agree that the City of Saginaw is not responsible for the work done by any contractor or materials supplied by any provider and is not liable for defects, failure to perform or poor workmanship.

I understand that the award of any cash rebate is at the sole discretion of the City of Saginaw and that the program may be suspended, terminated, or modified at any time regardless of availability of funds or pending applications on file.

In consideration of the foregoing Saginaw Home Improvement Program (“SHIP”) Application and participation in SHIP, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns, as follows: 1) I agree to waive, release, hold harmless, and discharge from any and all liability the City of Saginaw, its elected and appointed officials, officers, agents, representatives, and employees, from and against any and all claims and damages of every kind, for my injury or death and for damage to or loss of property arising out of or attributed to the activities in any manner related to SHIP, including but not limited to claims and damages arising in whole or in part from the partial or sole negligence of the City of Saginaw and its elected or appointed officials, officers, agents, representatives, and employees; and 2) I also agree to defend, indemnify, and hold harmless the City of Saginaw, its elected and appointed officials, officers, agents, representatives, and employees, from any and all liability, claims, actions, suits, judgment, damages, and costs arising out of or attributed to SHIP, including any injury or death and damage to or loss of property resulting therefrom. This paragraph shall bind me and my executors, administrators, heirs, next of kin, successors, and assigns.

Printed Name

Date

Signature

Approved By

Return application to:
City of Saginaw,
Community Development
333 W. McLeroy Blvd
Saginaw, TX 76179 817-232-
4640

STATE OF TEXAS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TARRANT

Saginaw Home Improvement Program (SHIP) Agreement

This Saginaw Home Improvement Program (SHIP) Agreement ("Agreement") is made by and between the City of Saginaw, a Texas home-rule municipality (the "City") and _____ ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner of a single-family residential structure located at _____, Saginaw, Texas (the "Residence"); and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Gov't Code to provide economic development grants to promote state and local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the promotion of the redevelopment of existing housing stock in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, the promotion of the housing stock is a major contributing factor to the growth of the City, which, in turn, stimulates trade and commerce and reduces unemployment; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion since businesses will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, this Agreement is made in the exercise of the City's governmental functions in the interest of the health, safety, and welfare of the general public and for economic development purposes pursuant to Chapter 380 of the Texas Local Gov't Code; and

WHEREAS, the City has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will promote local economic development, and will stimulate business and commercial activity in the City.

NOW, THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Section 2. Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Approved Project” shall mean a project for home improvements, modifications or remodeling of the Residence as approved by the Financial Services Department as being eligible for an incentive under the Saginaw Home Improvement Program (SHIP).

“City” shall mean the City of Saginaw, Texas.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Approved Project; and (ii) all necessary permits for the construction of the Approved Project have been issued by all applicable governmental authorities.

“Completion of Construction” shall mean the date of the City’s final inspection of Residence following the construction of the Approved Project.

“Effective Date” shall mean the last date of execution hereof.

“Event of Bankruptcy or Insolvency” shall mean insolvency, appointment of receiver for the Property Owner and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owner and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Expiration Date” shall mean two (2) years from Completion of Construction.

“Saginaw Home Improvement Program” or “SHIP” shall mean the City of Saginaw Home Improvement Program (SHIP) adopted by Resolution of the Saginaw City Council, and as may be amended from time to time.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority,

general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the City.

“Incentive” shall mean an economic development incentive rebate in an amount equal to up to ten (10) times the amount of increase in property taxes for the Residence for the first tax year following the Completion of Construction as the result of the increase in the Taxable Value of the Residence, under the Saginaw Home Improvement Program (SHIP) as determined by the City’s Financial Services Department for the Approved Project. The maximum Incentive rebate shall not exceed \$5,000.00 per Approved Project.

“Residence” shall mean the single-family residential structure, excluding the land, located at _____, Saginaw, Texas.

“Property Owner” shall mean the owner of the Residence.

“Taxable Value” shall mean the appraised value of the Residence as certified by the applicable appraisal district, or its successor entity, as of January 1 of a given year.

Section 3. Economic Development Incentive

(a) Payment. Subject to the Property Owner’s continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owner to repay the Incentive pursuant to Section 5(b) hereof, the City agrees to provide the Incentive to the Property Owner to be paid in a single lump-sum payment on April 1 of the first full calendar year following Completion of Construction. For example, assume that the Approved Project is completed on December 31, 2022 and that the 2023 property taxes for the Residence increased \$300.00 above the 2022 property taxes as a result of the Approved Project. The total Incentive would be \$3,000.00 and would be paid on April 1, 2024.

(b) Current Revenue. The Incentive made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall City’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

Section 4. Incentive Conditions

(a) Conditions. The City’s obligation to pay the Incentive shall be conditioned upon the Property Owner’s continued compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article.

(b) Inspections. The Property Owner agrees to submit to periodic inspections of the Residence by the City during the period beginning with the date of Commencement of Construction and ending on date of Completion of Construction.

(c) Construction Costs. The construction costs incurred and paid by the Property Owner for the Approved Project shall be at least \$2,500 (the "Certified Costs"). The Property Owner shall, as a condition precedent to the payment of the Incentive, provide copies of invoices, receipts and other documentation as may be reasonably requested by the City to verify the costs incurred and paid by the Property Owner for construction of the Approved Project.

(d) Completion of Construction. The Property Owner shall cause Completion of Construction of the Approved Project to occur within six (6) months after the City's approval of the Property Owner's proposed project for an Incentive. Additional time may be added to the deadline for Completion of Construction, subject to approval by the City Building Official.

Section 5. Termination

(a) This Agreement shall terminate upon the occurrence of any one of the following:

- (1) mutual agreement of the parties;
- (2) the Expiration Date;
- (3) at the City's option, if any Impositions owed to the City or the State of Texas by Property Owner shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);
- (4) by the City in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
- (5) by City, if the Property Owner suffers an Event of Bankruptcy or Insolvency;
- (6) by City, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (7) the sale or transfer of the Residence following one assignment of this Agreement as provided herein.

(b) In the event of termination by the City pursuant to (a)(3), (4), (5), (6) or (7) the Property Owner shall immediately repay to the City an amount equal to Incentive paid to Property Owner, if any, prior to termination of this Agreement. If the Incentive is not repaid

by the Property Owner within thirty (30) days from the date of termination, the City may file a lien against the Property Owner, the Residence, or the Property Owner's real property to recapture the Incentive and preserve the public purposes of the Program.

Section 6. Miscellaneous

(a) Assignment. This Agreement may not be assigned without the prior written consent of the City, except that this Agreement may be assigned by the Property Owner one (1) time in connection with the sale or transfer of the ownership (including a life estate) of the Residence to a subsequent owner of the Residence upon thirty (30) days prior written notice to the City. This Agreement shall automatically terminate upon any subsequent sale or transfer of the ownership of the Residence.

(b) Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

(c) Limitation on Liability. It is understood and agreed between the parties that the Property Owner and/or Property Owners, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

(d) No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

(e) Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

(f) Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Property Owner, to:

Saginaw, Texas _____

If intended for City, to:

Attn: Director of Community & Economic Development
City of Saginaw, Texas
333 W. McLeroy Blvd.,
Saginaw, Texas 76179

With a copy to:

Attn: Bryn Meredith

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

(g) Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

(h) Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

(i) Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

(j) Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

(k) Recitals. The recitals to this Agreement are incorporated herein.

(l) Gift to Public Servant. The City may terminate the Agreement immediately if the Property Owner has offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

(m) Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

(n) Public Information. All Certified Costs, information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the City shall submit to the comptroller the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the comptroller considers necessary to operate and update the database described by Section 403.0246(c), Government Code.

(o) Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall

constitute one and the same instrument.

(p) The following documents are hereby incorporated into this Agreement as if fully set forth herein: (1) The Saginaw Home Improvement Program (SHIP) - Economic Development Incentive Policy; and (2) the Saginaw Home Improvement Program (SHIP) Application submitted by the Property Owner.

(q) Employment of Undocumented Workers. As required by Texas Gov't Code Ch. 2264, during the term of this Agreement, the Property Owner agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Property Owner shall repay the Incentives herein and any other funds received from the City as of the date of such violation within 120 calendar days after the date the Property Owner is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Property Owner is not liable for a violation of this paragraph by a subsidiary, Affiliate, or franchisees, or by a person with whom the Property Owner contracts.

(r) Governmental Function(s) and Immunity. The parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental function(s) and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. To the extent a Court of competent jurisdiction determines that the City's governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the City'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 Practice 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.

[Signature page(s) to follow]

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the day of _____, 20__.

City of Saginaw, Texas

By: _____
City Manager, Gabe Reaume

Attest:

By: _____
City Secretary, Janice England

Approved As To Form:

By: _____
Bryn Meredith, City Attorney

Executed on this _____ day of _____, 20__.

Property Owner

By: _____

Name: _____



City of Saginaw

Meeting Date: 4/4/2023

Staff Contact: Kim Quin
Finance Director

Agenda Items: (10)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

PUBLIC HEARING - Consideration and Action regarding Resolution No. 2023-09, FY2022-2023 Mid-Year Budget Revisions

BACKGROUND/DISCUSSION:

Each year the current fiscal year budget is reviewed and updated for necessary changes. The attached memo outlines the proposed revisions. Adoption of the proposed resolution will modify the budget as detailed in the attachment.

FINANCIAL IMPACT:

The financial impact by fund can be found in the attachment. Funding for projects budgeted in the previous fiscal year but not completed by September 30, 2022 must be carried forward to budget for completion of the project in the current fiscal year. The budget must also be amended for items that have been approved by the City Council since the beginning of the fiscal year. The attachment details each of these items.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2023-09 adopting the mid-year budget revisions.

ATTACHMENTS:

Description

Budget Amendments

Resolution No. 2023-09

MEMORANDUM

DATE: March 22, 2023
TO: Gabe Reaume, City Manager
FROM: Kim Quin, Finance Director
RE: 2022-2023 Mid-year Budget Adjustments

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

General Fund –

- Carry forward \$6,985 balance of funding approved by the City Council on July 5th 2022 for plans to repurpose the current Library building and recognizing the America Rescue Plan Act (ARPA) funding for the project.
- Carry forward Tarrant County Emergency Services District grant funding for Fire Department PPE \$29,985.
- A \$12,950 increase in revenue collected from EMS-ISD for SRO and crossing guard services.
- A \$10,000 increase for Tarrant County Emergency Service District revenue for Fire Department calls approved by the City Council October 18th, 2022.
- A \$9,475 decrease in Switchyard revenue approved by the City Council on December 6th, 2022.
- Carry forward \$6,500 for the K-9 program funding from the prior year
- Carry forward \$4,605 for ammunition from the prior year.
- Carry forward \$30,315 for the completion of emergency signal light repairs at Bailey Boswell and High Country.
- Carry forward \$531,720 for the balance of the Square development agreement.
- Carry forward \$9,800 and add \$21,100 for the Green Ribbon Grant project Phase 2. The additional funding was approved by the City Council on February 7th, 2023.
- Funding \$64,000 for Phase 3 of the Green Ribbon Grant project approved by the City Council on November 15th, 2022.
- ARPA funding \$107,835 for the Highland Station Park restroom approved by the City Council on July 5th, 2022.
- Carry forward \$22,985 for replacement flooring at the Recreation Center. The cost of the flooring was \$1,985 more than budgeted.
- Funding of \$8,990 for the Community Center sign replacement.

- Additional funding for Facility Maintenance and Repairs due to necessary repairs at the Aquatic Center. These repairs were approved by the City Council on February 21st, 2023. With several high dollar repairs this increase will be needed by year end to fund the everyday and ongoing repairs throughout the City.
- ARPA funding \$49,400 for the Animal Shelter assessment study approved by the City Council on September 20th, 2022.
- Funding of \$1,510 to include Animal Control Officer body cameras with the AXON police equipment agreement.
- ARPA funding for land purchase \$235,000 and land clearing \$12,950 at 300 W McLeroy. These expense were approved by the City Council on December 6th, 2022 and March 7th, 2023.
- Transfer project savings in the Bailey Boswell Overpass back to the General Fund. The estimated savings is \$112,605 of the \$2.6 M transferred in fiscal year 2020/2021.
- Additional Tarrant County Emergency Services District grant funding \$150,000 for Fire Department equipment approved by the City Council on March 7th, 2023.

Net additional revenues total \$718,235. The use of General Fund balance is \$626,915. The projects being carried forward from last fiscal year total \$612,580. These projects were budgeted but not completed at fiscal year-end. The unspent balance of the incomplete projects was added back to the fund balance at the end of last fiscal year. The budget adjustment will provide funding for the completion of these projects in the current fiscal year. Expenses added to the budget total \$732,570. Grants (ARPA and TCESD) provide \$555,185 funding for these added expenses.

Enterprise Fund –

- Carry forward \$662,255 for the balance of the Square development agreement.
- Carry forward funding for emergency generators \$69,915 ordered but not received in the previous fiscal year.
- Funding \$150,000 for the development agreement with Triton approved by the City Council October 18th, 2022.

Budget adjustments will reduce the Enterprise Fund balance by \$882,170. The unspent balance of the incomplete projects was added back to the fund balance at the end of last fiscal year. The budget adjustment will provide funding for the completion of these projects in the current fiscal year.

Capital Projects Fund –

As part of the Fiscal Year 2022/2023 budget process project costs were estimated. The following adjustments revise the estimated project expenditures to reflect the actual remaining budget for these projects.

- Projects carried forward with funding from the 2020 Certificates of Obligation: \$1,250 for Old Decatur Road North, \$436,210 for Knowles Drive, \$48,320 for Central Fire Station, and \$588,490 for sidewalk improvements.
- Projects carried forward with funding provided from the 2021 General Obligation Bond proceeds: \$484,455 Knowles Drive and \$48,770 Library. The estimated budget for the Senior Center was \$64,105 more than estimated; the total budget remains the same, the adjustment reflects a higher expenditure in fiscal year 2021/2022 than originally estimated.
- Additional funding \$45,000 for the Kiwanis Park approved by the City Council October 18th, 2022.
- Additional funding \$317,000 for the Saginaw Switchyard approved by the City Council October 18th, 2022.
- Funding \$318,000 for design of West McLeroy Ph3 approved by the City Council March 8th, 2023.
- Carry forward \$18,905 for the completion of the Bailey Boswell Overpass and \$112,605 estimated project savings transferred back to the General Fund.
- The estimated reimbursement from Tarrant County for the Knowles Ph1 project is \$2,788,210 in fiscal year 2022/2023.

The result of these budget adjustments will be an estimated fund balance increase of \$433,310. The balance will be used to fund future City Council approved projects.

Crime Control and Prevention District Fund –

- Funding of \$42,065 is carried forward equipment agreement for body cameras and tasers.
- Funding of \$5,580 is carried forward for SWAT ammunition purchase.
- Funding of \$280,115 is carried forward for the 4 scheduled replacement vehicle from last fiscal year. This adjustment includes a \$40,355 increase for 4 vehicles; the price of the vehicles on order was not guaranteed.

The use of CCPD Fund balance is \$327,760. These items were budgeted but not completed at fiscal year-end. The unspent balance of the incomplete projects was added back to the fund balance at the end of last fiscal year. The budget adjustment will provide funding for these items in the current fiscal year.

Street Maintenance Fund –

- Carry forward \$18,015 for sidewalk replacement and \$1,200 for the pavement management project.
- Funding for Burlington Road reconstruction (\$434,480) is carried forward.

The use of Street Maintenance Fund balance is \$453,695. These items were budgeted but not completed at fiscal year-end. The unspent balance of the incomplete projects was added back to the fund balance at the end of last fiscal year. The budget adjustment will provide funding for these items in the current fiscal year.

Donations Fund –

- Additional items added to the Park Donations budget are \$5,000 for an outdoor warning system and \$20,000 for the holiday drone show approved by the City Council on October 18th, 2022 and November 15th, 2022.

The use of Donations fund balance is \$25,000. The budget modification will provide funding for these projects in the current fiscal year.

General Escrow Fund –

- Funding of \$4,025 is carried forward for the intersection improvements at Industrial and Blue Mound Road.
- Funding of \$12,335 is carried forward for the Gambian delegation expenses approved by the City Council on July 5th, 2022. The approval was for \$15,000. The actual expenses were less than estimated and not realized until the current fiscal year for the Train and Grain event.

The use of General Escrow Fund balance is \$23,735. The budget modifications will provide funding in the current fiscal year.

MID-YEAR BUDGET ADJUSTMENTS

FY 2022-2023

<u>ACCOUNT DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>COMMENTS</u>
<u>General Fund</u>				
ARPA Grant	01-3840-00-00	\$ 6,985.00		ARPA funding for Keeter repurpose
Special Requests	01-7000-02-00		\$ 6,985.00	Keeter building repurpose carry forward from PY approved 7/5/22 - ARPA
TC ESD grant	01-3800-00-00	\$ 29,985.00		PPE grant funding carried forward
Special Requests	01-7000-04-00		\$ 29,985.00	PPE grant funding carried forward
EMS-ISD SRO	01-3810-00-00	\$ 12,950.00		revenue collected for services more than the budgeted 3 months
County Fire Run Aid	01-3820-00-00	\$ 10,000.00		Additional TC ESD funding approved 10/18/22
Switchyard Fees	01-3931-00-00	\$ (9,475.00)		estimated revenue loss due to fee changes approved 12/6/22
Special Requests	01-7000-05-00		\$ 6,500.00	K-9 funding carried forward from PY
Firing Range Supplies	01-4690-05-00		\$ 4,605.00	Funding for ammunition carried forward from PY
Signal Light Repairs	01-4985-06-00		\$ 30,315.00	Funding for Emergency signal light repair BB&High Country
Special Requests	01-7000-06-00		\$ 531,720.00	The Square developer's agreement carried forward
Special Requests	01-7000-06-00		\$ 9,800.00	Green Ribbon Grant Ph2 exp carry forward from PY approved 1/18/22
Special Requests	01-7000-06-00		\$ 21,100.00	Green Ribbon Grant Ph2 overage approved 2/7/23
Special Requests	01-7000-06-00		\$ 64,000.00	Green Ribbon Grant Ph3 approved 11/15/22
ARPA Grant	01-3840-00-00	\$ 107,835.00		ARPA funding for Highland Station Park Restroom
Special Requests	01-7600-07-00		\$ 107,835.00	Highland Station Park Restroom approved 7/5/22 - ARPA
Special Requests	01-7000-08-00		\$ 22,985.00	Recreation Center flooring carried forward \$1,985 overage
Special Requests	01-7000-08-00		\$ 8,990.00	Community Center sign replacement
Building Maint & Repairs	01-4900-06-00		\$ 51,470.00	Aquatic Center repairs approved 2/21/23
ARPA Grant	01-3840-00-00	\$ 49,400.00		ARPA funding for Animal Shelter assessment
ARPA Project	01-7600-11-00		\$ 49,400.00	Animal Shelter assessment approved 9/20/22
Special Requests	01-7000-11-00		\$ 1,510.00	AXON equipment for ACO
ARPA Grant	01-3840-00-00	\$ 247,950.00		ARPA funding for land purchase and site prep
Land	01-7001-02-00		\$ 235,000.00	Land purchase approved 12/6/22
Land	01-7001-02-00		\$ 12,950.00	Clear land purchased approved 3/7/23
Transfer from Capital Proj Fund	01-9106-00-00	\$ 112,605.00		BB Overpass savings back to General Fund
Grant Assistance	01-3800-00-00	\$ 150,000.00		Additional TC ESD funding approved 3/7/23
Special Requests	01-7000-04-00		\$ 150,000.00	fire equipment TC ESD grant
USE OF FUND BALANCE		\$ 626,915.00		
GENERAL FUND TOTAL		\$ 1,345,150.00	\$ 1,345,150.00	
<u>Enterprise Fund</u>				
Special Requests	05-7000-50-00		\$ 662,255.00	The Square developer's agreement carried forward
Special Requests	05-7000-50-00		\$ 26,570.00	Jarvis Generator carried forward
Special Requests	05-7000-50-00		\$ 43,345.00	PW Generator carried forward
Special Requests	05-7000-50-00		\$ 150,000.00	Economic Dev agreement Triton approved 10/18/22
USE OF FUND BALANCE		\$ 882,170.00		
ENTERPRISE FUND TOTAL		\$ 882,170.00	\$ 882,170.00	

MID-YEAR BUDGET ADJUSTMENTS
FY 2022-2023

<u>ACCOUNT DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>COMMENTS</u>
<u>Capital Projects Fund</u>				
ODR North	06-1502-20-00		\$ 1,250.00	Project carried forward
Knowles Drive	06-1507-20-00		\$ 436,210.00	Project carried forward
Knowles Drive	06-1507-21-00		\$ 484,455.00	Project carried forward
Fire Station	06-1509-20-00		\$ 48,320.00	Project carried forward
Sidewalk improvements	06-1514-20-00		\$ 588,490.00	Project carried forward
Library	06-6021-21-00		\$ 48,770.00	Project carried forward
Senior Center	06-5006-21-00		\$ (64,105.00)	Project carried forward/re-estimate
Park Projects	06-7014-23-00		\$ 45,000.00	Additional funding for Kiwanis Park approved 10/18/22
Park Projects	06-7014-23-00		\$ 317,000.00	Additional funding for Saginaw Switchyard approved 10/18/22
West McLeroy	06-4021-45-00		\$ 318,000.00	Design for Ph3 approved 3/8/23
Bailey Boswell Overpass	06-4052-45-00		\$ 18,905.00	Project completion carried forward
Transfer to General Fund	06-9201-45-00		\$ 112,605.00	BB Overpass savings back to General Fund
Tarrant County Funding	06-3851-00-00	\$ 2,788,210.00		Estimated TC reimbursment for Knowles Ph1
ADDITION TO FUND BALANCE			\$ 433,310.00	
CAPITAL PROJECTS FUND TOTAL		\$ 2,788,210.00	\$ 2,788,210.00	
<u>Crime Control and Prevention District Fund</u>				
Officer Supplies and Equipment	11-4620-00-00		\$ 42,065.00	AXON agreement carried forward from PY- approved 4/19/22
SWAT Training expense	11-6150-00-00		\$ 5,580.00	Carry forward funding for ammunition purchase
Capital Outlay/Special Request	11-7000-00-00		\$ 280,115.00	Vehicle replacement (4) funding carried forward - cost increase
USE OF FUND BALANCE		\$ 327,760.00		
DRAINAGE UTILITY FUND TOTAL		\$ 327,760.00	\$ 327,760.00	
<u>Street Maintenance Fund</u>				
Sidewalk Replacement	16-4972-00-00		\$ 18,015.00	Sidewalk funding carried forward
Engineering-Pavement Mgt	16-6200-00-00		\$ 1,200.00	Project carried forward
Capital Outlay/Special Request	16-7000-00-00		\$ 434,480.00	Carry forward Burlington Rd reconstruction
USE OF FUND BALANCE		\$ 453,695.00		
STREET MAINTENANCE FUND TOTAL		\$ 453,695.00	\$ 453,695.00	

MID-YEAR BUDGET ADJUSTMENTS

FY 2022-2023

<u>ACCOUNT DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>COMMENTS</u>
<u>Donation Fund</u>				
Weather warning system	20-4900-61-00		\$ 5,000.00	Approved by CC 10/18/22
Special Programs	20-5232-61-00		\$ 20,000.00	Drone show approved 11/15/22
USE OF FUND BALANCE		\$ 25,000.00		
DONATION FUND TOTAL		\$ 25,000.00	\$ 25,000.00	
<u>General Escrow Fund</u>				
Capital Outlay	21-7000-58-00		\$ 4,025.00	Blue Mound/Industrial Intersection carried forward
Entertainment Expense	21-5232-31-00		\$ 12,335.00	Gambian delegation expense carried forward approved 7/5/22
Capital Outlay	21-7000-43-00		\$ 7,375.00	Additional funding for the replacement Police vehicle
USE OF FUND BALANCE		\$ 23,735.00		
GENERAL ESCROW FUND TOTAL		\$ 23,735.00	\$ 23,735.00	
<u>Enterprise Escrow Fund</u>				
USE OF FUND BALANCE		\$ -		
ENTERPRISE ESCROW FUND TOTAL		\$ -	\$ -	

**CITY OF SAGINAW
RESOLUTION NO. 2023-09**

**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, 2022 AND
ENDING SEPTEMBER 30, 2023**

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, 2022 and ending September 30, 2023; 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, 2022 and ending September 30, 2023.

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 4th day of April, 2023.

APPROVED:

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney



City of Saginaw

Meeting Date: 4/4/2023

Staff Contact: Randy Newsom
Director of Public Works

Agenda Items: (11)

E-mail: newsom@saginawtx.org

Phone: 18172300448

SUBJECT:

Water and Wastewater, Public Works, Parks, Drainage and Environmental Departments Salary, Staffing, Budget, and General Overview Discussion

BACKGROUND/DISCUSSION:

Personnel from the Water and Wastewater, Environmental, and Public Works will present to the City Council some information about each department to help assist in the upcoming budget considerations. Their presentations will include a brief overview of each department, compensation considerations, service levels, training and education, hiring competitiveness, and future staffing needs.

Presenting will be:

Paul Wrzesinski, Utilities Manager

Matt Regan, Environmental Manager

Corey Smith, Public Works Supt.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A