City of Saginaw

Meeting and/or Executive Session Agenda

August 15th, 2023, 6:00 PM
Council Chamber
333 West McLeroy Boulevard
Saginaw, Texas 76179

Est. Duration: 2 hr 30 min

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

1A. Call To Order -- Todd Flippo, Mayor

1B. Pledges--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"

1C. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments.

1D. Invocation--Dr. Mark Towns, First Baptist Church

2: Consent Agenda

All items listed 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.

2A. Action regarding Minutes, August 1, 2023--Janice England, City Secretary

2B. Action regarding Appointment of Crime Control and Prevention District (CCPD) Board of Directors for Members with Terms Expiring September 1, 2023--Janice England, City Secretary

2C. Action regarding Ordinance No. 2023-24, 2023 Annual Service Plan Update and 2023 Assessment Roll for Public Improvements for the Beltmill Public Improvement District--Gabe Reaume, City Manager

2D. Action regarding Resolution No. 2023-17, Approving a Negotiated Settlement Between The Atmos Cities Steering Committee ("ACSC") And Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2021 Rate Review Mechanism Filing--LeeHowell, Asst. City Manager

2E. Action regarding First Amendment to Fort Worth City Secretary Contract No. 49683, An Interlocal Agreement between City of Fort Worth and Saginaw for Participation in the Environmental Collection Center Household Hazardous Waste Program--Matt Regan, Environmental/Drainage Manager

2F. Action regarding Acceptance of the Right-of-Way Encroachment Agreement for the FM156 at Industrial Intersection Project (CSJ# 0718-02-076) from Fuel City Saginaw, LLC--Randy Newsom, Director of Public Works

2G. Action regarding Acceptance of the Permanent Right -of-Way Easement for the FM156 at Industrial Intersection Project (CSJ# 0718-02-076) from Fuel City, LLC--Randy Newsom, Director of Public Works

2H. Action Regarding Acceptance of Two (2) Fire Lane, Access, Utility and Drainage Easements from Bright Living Saginaw III, LLC--Randy Newsom, Director of Public Works

3: Proclamations-Presentations

3A. Discussion and presentation of potential consolidated dispatch services with Lake Worth- Russell Ragsdale, Police Chief

4: Public Hearings

4A. PUBLIC HEARING - Continuation of Public Hearing on the Fiscal Year 2023/2024 Proposed Budget--Gabe Reaume, City Manager & Kim Quin, Finance Director

4B. PUBLIC HEARING - Public Hearing on the Proposed 2023 Property Tax Rate for Fiscal Year 2023/2024--Gabe Reaume, City Manager & Kim Quin, Finance Director

4C. Consideration and Action regarding Resolution No. 2023-16, Adoption of the Fiscal Year 2023/2024 Budget--Gabe Reaume, City Manager & Kim Quin, Finance Director

4D. Consideration and Action to ratify the property tax rate increase reflected in the Fiscal Year 2023/2024 Budget--Gabe Reaume, City Manager & Kim Quin, Finance Director

4E. Consideration and Action regarding Ordinance No. 2023-22, Adopting and Setting the Property Tax Rate for the 2023 Tax Year--Gabe Reaume, City Manager & Kim Quin, Finance Director

4F. Consideration and Action regarding Ordinance No. 2023-23, Water and Wastewater (Sewer) Service Rates--Gabe Reaume, City Manager & Kim Quin, Finance Director

5: Business

5A. Consideration and Action regarding City Employee Survey - Melanie McManus, Director of Human Resources

5B. Consideration and Action regarding a City-Wide Classification and Compensation Study - Melanie McManus, Director of Human Resources

5C. Consideration and Action regarding Resolution 2023-18 Compensation Philosophy - Melanie McManus, Director of Human Resources

5D. Consideration and Action regarding Ground Lease with Triton Saginaw, LLC for Property at 400 S. Saginaw Blvd. and 405 S. Belmont St.--Bryn Meredith, City Attorney

5E. Consideration and Action regarding Chapter 380 Agreement with Triton Saginaw, LLC--Bryn Meredith, City Attorney

6: Executive Session

The City Council may take action on any Executive Session item posted.

6A. 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:

6B. Any Posted Item

6C. 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:

6D. 400 S. Saginaw Blvd. and 405 S. Belmont St.

7: Adjournment

7A. Adjournment--Todd Flippo, Mayor

Signature:

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Minutes, August 1, 2023--Janice England, City Secretary

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Consent Agenda	Item: B

Reference File

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on August 1, 2023 are presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

****The Following Document is a draft of the minutes and not the official approved minutes****

Minutes for the City Council meeting

333 West McLeroy Boulevard, Saginaw, Texas, 76179.

August 1st, 2023, 6:00 PM - August 1st, 2023, 9:03 PM

Roll Call: (The following members were in attendance)
Cindy Bighorse, Place 5
Mary Copeland, Place 6
Paul Felegy, Place 1
Valerie Junkersfeld, Mayor Pro Tem
Nick Lawson, Place 2

1. Call To Order

1A. Call To Order -- Valerie Junkersfeld, Mayor Pro-Tem

Present:
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
Asst. Director of Public Works Jarred Coursey
Director of Community & Economic Development
Director of Human Resources Melanie McManus
Library Director Ellen Ritchie
Communications Manager Pedro Zambrano
Recreation Services Manager Vickie Weldon
Animal Services Manager Jose Wheeland
Adoption & Rescue Coordinator Kelly Henderson
Animal Services Officer Breanna Farley
Part Time Animal Services Technician Taylor Guadian

Absent:
Mayor Todd Flippo
Councilmember Randy Edwards

Visitors:
Brack St. Clair
Judy Deller
Mike Momper
Joe Stout
Karen Reed
Frank Reed
John Peet
Kelly Stewart
Mark Towns
Megan Le
Jannet Garcia
Raul Palacios

Andrea Palacios
Fabian Palacios
Isabel Gamboa
Jannett Garcia
Camryn Simon
Alyssa Griesing
Daniel Dreese
Kaleb Wininger
David Wininger

1B. Pledges -

Pledges--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"

1C. Invocation - Dr. Mark Towns of the First Baptist Church gave the invocation.

1D. Audience Participation--On the Video Screen - 6:00 PM
Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments.

2. Consent Agenda
All items listed 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.

Paul Felegy made a motion to Approve that was seconded by Nick Lawson with a result of 5 - 0
the Consent Agenda as presented.

2A. Consent Agenda - 6:02 PM

2B. Approval of Minutes, July 5, 2023--Janice England, City Secretary -

2C. Approval of Minutes, July 18, 2023--Janice England, City Secretary -

3. Proclamations-Presentations

3A. Recognition of the 2023 Student Apprentice Program Participants – Pedro Zambrano, Communications Manager - 6:03 PM

The participants in the 2023 Student Apprentice Program were recognized. The 2023 participants were: Isabel Gamboa, Jannett Garcia, Camryn Simon, Alyssa Griesing, Fabian Palacios Daniel Dreese, Kaleb Wininger, David Wininger, and JiaJun Wynn.

3B. Presentation of Needs Assessment for the Design and Construction of a new City Animal Shelter--Heather Lewis, Animal Arts. - 6:22 PM

Ms. Heather Lewis of Animal Arts Design Studio presented the results of the needs assessment for the design and construction of a new animal shelter. The following expressed their support for a new animal shelter: Ms. Karen Reed, Mr. Joe Stout, and Mr. John Peet.

3C. Presentation of the Community & Economic Development Department continued--Keith C. Rinehart, Director of Community & Economic Development - 7:39 PM

Director of Community & Economic Development Rinehart gave an overview of the Economic Development Department.

4. Public Hearings

No Items

5. Business

5A. International Leadership of Texas-Saginaw Charter School Update--Bryn Meredith, City Attorney - 6:09 PM

City Attorney Meredith updated the Council on the International Leadership of Texas – Saginaw Charter School (ILT) and their plans for traffic improvement. Councilmember Lawson called the Council's attention to his suggested written response to the traffic and safety concerns regarding ILT. The Council considered his suggested response which follows.

"The City of Saginaw has been in negotiations with ILT concerning traffic and safety concerns in the area surrounding the school for over two years. It is time that we immediately address the following two situations. Eradicating these activities will significantly alleviate the problem.

1. ILT blocks half of the street with traffic cones and/or a vehicle.
2. Vehicles stopping/parking on the street waiting for pickup or drop off.

These two activities are causing congestion, road rage and unsafe conditions. Emergency vehicles are not able to effectively navigate and respond to emergencies during these times with all the congestion. Citizens who reside in the area are unable to freely come and go from their residence without being inconvenienced and delayed.

Starting this fall semester, there will be zero tolerance for this disregard of traffic laws. ILT will be notified they are not permitted to impede any traffic. This includes, but is not limited to, vehicles, objects and/or persons. No Stopping Signs will be posted on Old Decatur Road, Sherwood Trail, and Silverbrook Drive. Individuals stopping or parking on the street will be fined. All traffic laws will be enforced, and violations will be issued. If ILT needs to impede traffic for a special event, they will be required to following the appropriate channels for obtaining permission from the City of Saginaw." Nick Lawson made a motion to Approve that was seconded by Paul Felegy with a result of 5 – 0 that the City move forward with the submission of the letter Councilmember Lawson submitted to the Council and it be acted upon starting on the first day of school.

5B. FY2023/2024 Budget Workshop--Kim Quin, Finance Director - 8:08 PM

Finance Director Quin gave a budget workshop presentation including General Fund Revenues, Ongoing Expenses, Special Requests Ongoing Expenses, One-time Expenses; Debt Service Fund Revenues and Expenses; the proposed tax rate and comparison, Beltmill PID Fund, and the TIRZ Fund.

5C. Consideration and Action regarding proposed FY2023-2024 Tax Rate and Notice of Public Hearing--Kim Quin, Finance Director - 8:52 PM

Finance Director Quin explained the proposed FY2023-2024 tax rate is .4987696. She stated that to comply with the Truth-in-Taxation requirements, the City Council must take a record vote on the proposed tax rate. She added that the public hearing on the FY2023-2024 tax rate will be held at the City Council Meeting on August 15, 2023.

Cindy Bighorse made a motion to Approve that was seconded by Nick Lawson with a result of 5 – 0 to approve the proposed tax rate of .498769 as presented.

5D. Consideration and Action regarding FY2023-24 Employee Health Benefits—Melanie McManus, Director of Human Resources - 8:56 PM

The Employee Insurance Committee has recommended to change the employee's health insurance carrier to Blue Cross Blue Shield, continue the Flexible Spending Account benefit with Alt-Bentley Yates and continue the Health Savings Account (HSA) benefit with UMB Bank.

Mary Copeland made a motion to Approve that was seconded by Paul Felegy with a result of 5 - 0

5E. Consideration and Action regarding FY2023-24 Employee Ancillary - Dental, Life and Vision Benefits--Melanie McManus, Director of Human Resources - 8:59 PM

The Employee Insurance Committee has recommended changing to Renaissance for ancillary benefits.

Mary Copeland made a motion to Approve that was seconded by Paul Felegy with a result of 5 - 0

6. Executive Session

The City Council may take action on any Executive Session item posted.

6A. 551.071. Texas Government Code. -
6B. Any Posted Item -

7. Adjournment

7A. Adjournment--Valerie Junkersfeld, Mayor Pro-Tem - 9:02 PM

Mayor Pro-Tem Junkersfeld declared the meeting adjourned at 9:02 p.m.

Paul Felegy made a motion to Approve that was seconded by Cindy Bighorse with a result of 5 - 0

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Appointment of Crime Control and Prevention District (CCPD) Board of Directors for Members with Terms Expiring September 1, 2023--Janice England, City Secretary

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Consent Agenda	Item: C

Reference File

BACKGROUND/DISCUSSION:

The following CCPD Board of Directors Members have terms that expire on September 1, 2023: Valerie Junkersfeld, Paul Felegy, Nicky Lawson, and Randy Edwards. The Council must take action to reappoint these four members. Terms of office are two years.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends appproval of the reappointments.

CITY OF SAGINAW
CRIME CONTROL AND PREVENTION DISTRICT
BOARD OF DIRECTORS

Valerie Junkersfeld, Chairman	Term Expires September 1, 2023
Paul Felegy, Member	Term Expires September 1, 2023
Todd Flippo, Member	Term Expires September 1, 2024
Nicky Lawson, Vice Chairman	Term Expires September 1, 2023
Cindy Bighorse, Member	Term Expires September 1, 2024
Randy Edwards, Member	Term Expires September 1, 2023
Mary Copeland, Member	Term Expires September 1, 2024

CrimeControlBoardofDirectors
6/06/2023

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Ordinance No. 2023-24, 2023 Annual Service Plan Update and 2023 Assessment Roll for Public Improvements for the Beltmill Public Improvement District--Gabe Reaume, City Manager

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Consent Agenda	Item: D

Reference File

BACKGROUND/DISCUSSION:

This item is for action on the 2023 Annual Service Plan Update and 2023 Assessment Roll for public improvements for the Beltmill Public Improvement District. Ordinance No 2023-24 approves the annual service plan update and 2023 assessment roll for public improvements.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

CITY OF SAGINAW

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SAGINAW APPROVING THE 2023 ANNUAL SERVICE PLAN UPDATE AND 2023 ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE SAGINAW PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Saginaw, Texas (the "City") is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district within its corporate limits; and

WHEREAS, on March 16, 2021, the City Council passed and adopted Resolution No. R-2021-10 which authorized the Beltmill Public Improvement District (the "District") in accordance with the City Council's findings as to the advisability of the public improvement projects described in the Petition and as to the advisability of creating the District; and

WHEREAS, on December 7, 2021, the City Council approved Ordinance No. 2021-30, and the Service and Assessment Plan for the District, adopting an Assessment Roll; and

WHEREAS, pursuant to Section 371.013 of the Act, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, the City Council has received the "City of Saginaw, Texas, Beltmill Public Improvement District 2023 Annual Service Plan Update" (the "2023 Annual Service Plan Update") which includes the updated Assessment Roll, and acts as the Annual Service Plan Update to the Service and Assessment Plan for 2023, and now desires to proceed with the adoption of this Ordinance which approves and adopts the 2023 Annual Service Plan Update and updated Assessment Roll for the District as required by the Act.

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

SECTION 1. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

SECTION 2. Terms not otherwise defined herein are defined in 2023 Annual Service Plan Update attached hereto as **Exhibit A**.

SECTION 3. The 2023 Annual Service Plan Update is hereby approved and accepted by the City Council.

SECTION 4. If any provision, section, subsection, sentence , clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affect thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 5. In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the Annual Service Plan Update to the Service and Assessment Plan for 2023, to be filed with the County Clerk of Williamson County to be recorded in the real property records of Williamson County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Annual Service Plan Update to the Service and Assessment Plan for 2023.

SECTION 6. This Ordinance shall take effect immediately from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED by the City Council of the City of Saginaw, Texas, the 16th day of August, 2023.

APPROVED:

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

<u>Exhibit A</u>

2023 Annual Service Plan Update

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BELTMILL
PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE

AUGUST 1, 2023

INTRODUCTION

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the 2021 Service and Assessment Plan (the "2021 SAP"), used for levying Assessments against certain property within the District.

The District was created pursuant to the PID Act by Resolution No. R-2021-10 on March 16, 2021, by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On December 7, 2021, the City Council approved the 2021 SAP for the District by adopting Ordinance No. 2021-30 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Rolls.

On August 16, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by Ordinance No. 2022-12 which updated the Assessment Rolls for 2022.

The 2021 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2021 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the 2021 SAP. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

PARCEL SUBDIVISION

The final plat of Grand at Saginaw Lot 1, Block B, Beltmill was filed and recorded with the County on October 19, 2021, and consists of 9.840 acres of Multifamily Tracts.

The final plat of Beltmill Villas, attached hereto as **Exhibit B**, was filed and recorded with the County on April 20, 2023, and consists of 18.532 acres of Multifamily Tracts.

Please see **Exhibit C** for the Lot Type Classification Map.

LOT & HOME SALES UPDATE

Commercial Tract

Per the Owner, 0 acres in the Commercial Tract have been sold to builders. A total of 0 acres are under construction, and 0 acres have been completed.

Multifamily Tract

Per the Owner, all 43.501 acres of Multifamily Tracts have been sold to builders. Of the total acreage sold, 28.372 acres are under construction and 0 acres have been completed.

Single Family Tract

Per the Owner, no lots are under contract, no homes are under construction, no homes have been built, and no homes have been sold to end-users.

See **Exhibit D** for buyer disclosures.

AUTHORIZED IMPROVEMENTS

Per the Owner, the Authorized Improvements listed in the 2021 SAP for the District are currently under construction and projected to be completed in the second quarter of 2024. The budget for the Authorized Improvements remains unchanged as shown on the table below.

Authorized Improvements	Budget	Spent to Date[a]	Percentage Complete	Forecast Completion Date[a]
Roads	$ 3,305,102.71	$ 2,656,111.51	80%	December 2023
Water[b]	$ 1,373,320.00	$ 1,641,442.71	120%	July 2023
Sanitary Sewer	$ 472,485.00	$ 733,336.20	155%	July 2023
Storm Drainage	$ 2,043,751.00	$ 1,822,629.63	89%	July 2023
Landscaping and Parks	$ 1,658,968.25	$ 74,017.67	4%	February 2024
Soft Costs	$ 2,125,906.73	$ 1,845,586.40	87%	February 2024
Total	**$ 10,979,533.69**	**$ 8,773,124.12**	**80%**	

Notes:

[a] Per the Owner provided on 7/17/2023

[b] $950,000 for City booster station will be paid for by the City, and therefore is not eligible for reimbursement as an Authorized Improvement. The estimated cost of the City booster station is provided by the City engineer and not included in the Engineer's Report.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of $7,155,308.34.

ANNUAL INSTALLMENT DUE 1/31/2024

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is $472,341.66.
- ***Annual Collection Costs*** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is $23,477.20.

Annual Collection Costs Breakdown	
Administration	$ 18,727.20
City Auditor	2,500.00
Filing Fees	1,000.00
County Collection	250.00
Miscellaneous	1,000.00
Total Annual Collection Costs	**$ 23,477.20**

Due January 31, 2024	
Principal	$ 78,799.70
Interest	$ 393,541.96
Annual Collection Costs	$ 23,477.20
Total Annual Installment Due	**$ 495,818.86**

PREPAYMENT OF ASSESSMENT IN FULL

No full prepayments of Assessments have occurred within the District.

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayments of Assessments have occurred within the District.

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Annual Installments		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		$ 78,799.70	$ 83,133.69	$ 87,706.04	$ 92,529.87	$ 153,088.72
Interest		$ 393,541.96	$ 389,207.97	$ 384,635.62	$ 379,811.79	$ 305,909.94
	(1)	$ 472,341.66	$ 472,341.66	$ 472,341.66	$ 472,341.66	$ 458,998.66
Annual Collection Costs	(2)	$ 23,477.20	$ 23,946.74	$ 24,425.68	$ 24,914.19	$ 25,412.48
Total Annual Installment	**(3) = (1) + (2)**	**$ 495,818.86**	**$ 496,288.41**	**$ 496,767.34**	**$ 497,255.86**	**$ 484,411.14**

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding outstanding Assessment, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

EXHIBIT A – ASSESSMENT ROLL

		District	
Property ID[a]	Lot Type	Outstanding Assessment[b]	Annual Installment Due 1/31/2024[b]
04324064	Single Family	$ 1,860,831.94	$ 128,944.21
04600061	Non-Benefited Property	$ -	$ -
06342841	Single Family	$ 564,603.09	$ 39,123.52
42820977	Multifamily	$ 781,990.63	$ 54,187.14
42854561	Multifamily	$ 1,472,749.03	$ 102,052.45
42859369	Multifamily	$ 1,202,310.60	$ 83,312.73
42951893	Non-Benefited Property	$ -	$ -
42951907	Commercial	$ 1,272,823.05	$ 88,198.81
42951915	Non-Benefited Property	$ -	$ -
42951923	Non-Benefited Property	$ -	$ -
Total		**$ 7,155,308.34**	**$ 495,818.86**

Notes:

[a] For billing purposes the Annual Installment due 1/31/2024 shall be billed to the Assessed Property pro rata based on acreage.

[b] Totals may not match the total outstanding Assessment or Annual Installment due to rounding.

EXHIBIT B – FINAL PLAT OF BELTMILL VILLAS BLOCK A, LOT 1

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com
In God We Trust

WENDY BURGESS
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00042854561
AD NUMBER: A1497 3A07
CERTIFICATE NO : 93461489

DATE : 4/20/2023
FEE : $10.00

PAGE 1 OF 1

COLLECTING AGENCY
WENDY BURGESS
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY
TM BTR OF TEXAS LLC

6735 SALT CEDAR WAY BLD 1 STE 200
FRISCO TX 75034

PROPERTY DESCRIPTION
THOMAS, BENJAMIN SURVEY ABST
RACT 1497 TRACT 3A7

0000000 N SAGINAW BLVD
18.532 ACRES

PROPERTY OWNER
TM BTR OF TEXAS LLC

6735 SALT CEDAR WAY BLD 1 STE 200
FRISCO TX 75034

YEAR	TAX UNIT	AMOUNT DUE
2022	CITY OF SAGINAW	$0.00
2022	Tarrant County	$0.00
2022	JPS HEALTH NETWORK	$0.00
2022	TARRANT COUNTY COLLEGE	$0.00
2022	EAGLE MOUNTAIN-SAGINAW ISD	$0.00
	TOTAL	$0.00

ISSUED TO : TM BTR OF TEXAS LLC
ACCOUNT NUMBER: 00042854561
TOTAL CERTIFIED TAX: $0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

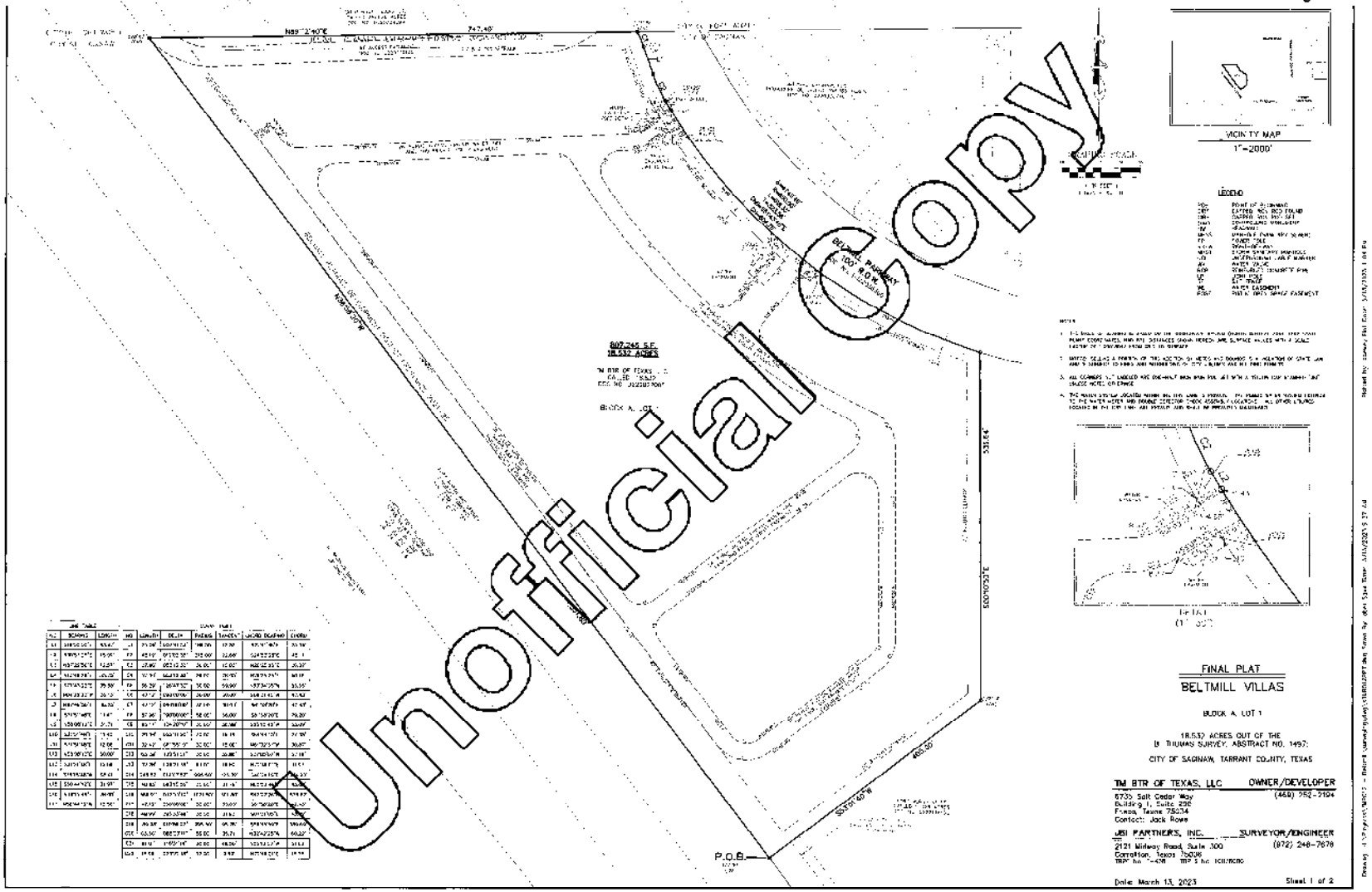
This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

_____ Deputy

D223066758
04/20/2023 03:31 PM Page: 1 of 3 Fees: $72.00
PLAT
SUBMITTER: CITY OF SAGINAW

MARY LOUISE NICHOLSON
COUNTY CLERK

Unofficial Copy


D223066758
Page 2 of 3
VICINITY MAP
1"=2000'
LEGEND
807,245 S.F.
18.532 ACRES
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
Building 1, Suite 250
Frisco, Texas 75034
Contact: Jack Rowe
(469) 252-2194
JBI PARTNERS, INC.
SURVEYOR/ENGINEER
2121 Midway Road, Suite 300
Carrollton, Texas 75006
(972) 248-7678
Date: March 13, 2023
Sheet 1 of 2
P.O.B.
Unofficial Copy

Unofficial Copy

STATE OF TEXAS
COUNTY OF TARRANT

OWNER'S DEDICATION

WHEREAS, TM BTR OF TEXAS, LLC is the owner of a tract of land located in the City of Saginaw, Tarrant County, Texas, being a part of the B. Thomas Survey, Abstract Number 1497, and being all of that called 18.532 acres as described in deed to TM BTR of Texas, LLC, as recorded in Document Number D222207095, 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 0.570 acre tract of land described in deed to TCM MOBILE NT LP, as recorded in Document Number D222148050, Official Public Records of Tarrant County, Texas, and point also being in the east line of the Fort Worth and Denver Railroad as recorded in Volume 1798, Page 228, Official Public Records of Tarrant County, Texas;

THENCE North 30 degrees 50 minutes 30 seconds West, 1,281.39 feet along the east line of said Fort Worth and Denver Railroad to a one-half inch iron rod found at the northwest corner of said 18.532 acre tract, said point being at the southwest corner of that called 241.026 acre tract of land described in deed to DR HORTON-TEXAS, LTD, as recorded in Document Number D223234094, Official Public Records of Tarrant County, Texas;

THENCE North 59 degrees 12 minutes 40 seconds East, 1,414.49 feet along the south line of said 241.026 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 southeast corner of Bethel Parkway (a 100 foot wide right-of-way) dedicated by plat recorded in Document Number D223234200, Official Public Records of Tarrant County, Texas;

THENCE along the east line of said 18.532 acre tract and southeast line of said Bethel Parkway as follows:

Southwesterly, 25.06 feet along a curve to the right having a central angle of 57 degrees 41 minutes 35 seconds, a radius of 125.00 feet, a tangent of 13.65 feet, and whose chord bears South 23 degrees 41 minutes 48 seconds East, 24.04 feet to a one-half inch iron rod found for corner;

South 18 degrees 50 minutes 50 seconds East, 43.86 feet to a one-half inch iron rod with yellow cap stamped "BTI" set for corner;

Southwesterly, 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 "BTI" set for corner;

South 30 degrees 53 minutes 25 seconds East, 13.96 feet to a one-half inch iron rod with yellow cap stamped "BTI" set for corner;

Southwesterly, 68.53 feet along a curve to the left having a central angle of 41 degrees 43 minutes 45 seconds, a radius of 188.00 feet, a tangent of 35.74 feet, and whose chord bears South 51 degrees 43 minutes 45 seconds East, 67.00 feet to a one-half inch iron rod with yellow cap stamped "BTI" set at the most easterly northeast corner of said 18.532 acre tract, said point also being the southeast corner of that 18.532 acre tract;

THENCE along the common line of said 18.532 acre tract and that 15.128 acre tract to follow:

South 60 degrees 10 minutes 00 seconds East, 539.64 feet to a one-half inch iron rod found for corner;

South 62 degrees 07 minutes 40 seconds West, 520.00 feet to the POINT OF BEGINNING and containing 807,042 square feet or 18.532 acres of land.

BASIS OF BEARING: THE BEARINGS OF BEARING 18 SHOWN ON THIS DOCUMENT ARE BASED ON THE COORDINATES, NAD 83 NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD 83. DISTANCES SHOWN HEREON ARE SURFACE VALUES WITH A SCALE FACTOR OF 1.00013647 FROM GRID TO SURFACE.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That TM BTR OF TEXAS, LLC, does hereby adopt this plat designating the tracts 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 easements shall be open to the public and private utilities for the purpose of serving the property with utilities. The maintenance of paving on the utility easements is the responsibility of the property owner. No buildings or other improvements including walls, except fences, landscaping, and sidewalks, are allowed within 5 feet in width that lie on dedicated or platted easements or across the easements as shown except as permitted by City Ordinances. No improvements which may constrain the flow of water may be constructed or placed in drainage easements. The public utility shall have the right to remove and keep removed all or parts of the encroachments placed 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. No public utility shall have the right of ingress and egress to private property for the purpose of reading meters, nor any maintenance and will a meter be set on private by an agent of the City.

This plat conforms to all applicable zoning, rules, regulations and resolutions of the City of Saginaw, Texas.

WITNESS MY HAND at Fort Worth, Texas, this 13th day of March, 2023.

TM BTR OF TEXAS, LLC
a Texas limited liability company

By: _____
Brian Andrews
Vice President of Operations

STATE OF TEXAS §
COUNTY OF Collin §

Before me, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Brian Andrews, 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 and as the act and deed of said corporation.

Given under my hand and seal of office, this 13th day of March, 2023.

Notary Signature

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Jeffrey S. Bishop, do hereby certify that I have prepared this plat from an actual and accurate survey of the land and that all the corner monuments shown thereon were properly placed under my personal supervision in accordance with the City of Saginaw Subdivision Rules and Regulations.

Dated this the 13th day of March, 2023.

Jeffrey S. Bishop, R.P.L.S. No. 5606

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on and for the state of Texas, on this day personally appeared Jeffrey S. Bishop, 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 13th day of March, 2023.

Notary Public, State of Texas

ON THE 14th DAY OF March, 2023 THIS PLAT WAS DULY APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAGINAW, TEXAS.

BY _____
CHAIRMAN

ATTEST _____
CITY SECRETARY

SEAL

THE CITY COUNCIL OF SAGINAW, TEXAS ON THIS 1st DAY OF March, 2023 VOTED AFFIRMATIVELY TO ADOPT THIS PLAT AND AUTHORIZE IT FOR FILING OF RECORD.

BY _____
MAYOR

ATTEST _____
CITY SECRETARY

SEAL

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 Sol Cedar Way Building 1, Suite 200 Frisco, Texas 75034 Contact: Jack Rowe	(469) 252-2184
JBI PARTNERS, INC.	SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 Carrollton, Texas 75006 TBPE No. F-439 TBPLS No. 10018800	(972) 248-7676

Date: March 13, 2023 Sheet 2 of 2

EXHIBIT C – LOT TYPE CLASSIFICATION MAP

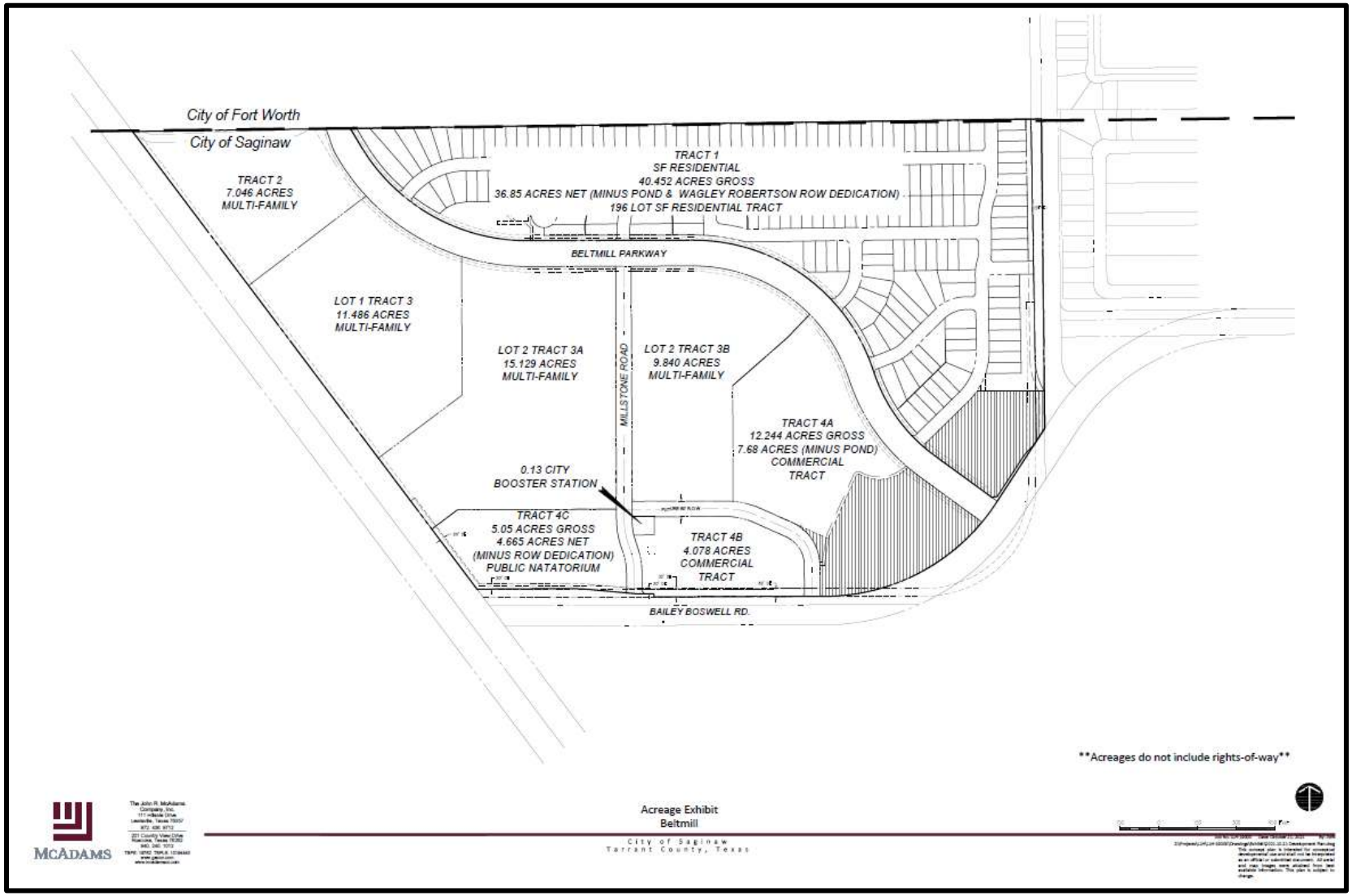


EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Lot Type Commercial
  - Commercial Tracts
  - Lot Type Commercial (Per Acre)
- Lot Type Single Family
  - Single Family Tracts
  - Lot Type Single Family (Per Lot)
- Lot Type Multifamily
  - Multifamily Tracts
  - Lot Type Multifamily (Per Acre)
  - Lot Type Multifamily Parcel 42820977
  - Lot Type Multifamily Parcel 42854561
  - Lot Type Remainder Multifamily Tract (15.129 Acres)

BELTMILL PUBLIC IMPROVEMENT DISTRICT – COMMERCIAL TRACTS – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SAGINAW, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

COMMERCIAL TRACTS PRINCIPAL ASSESSMENT: $1,272,823.05

As the purchaser of the real property described above, you are obligated to pay assessments to City of Saginaw, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Beltmill Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Saginaw. The exact amount of each annual installment will be approved each year by the Saginaw City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Saginaw.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

ANNUAL INSTALLMENTS - COMMERCIAL TRACTS

Annual Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment[b]
2024	$ 14,017.30	$ 70,005.27	$ 4,176.25	$ 88,198.81
2025	$ 14,788.25	$ 69,234.32	$ 4,259.77	$ 88,282.33
2026	$ 15,601.60	$ 68,420.96	$ 4,344.97	$ 88,367.53
2027	$ 16,459.69	$ 67,562.87	$ 4,431.86	$ 88,454.43
2028	$ 27,232.21	$ 54,416.83	$ 4,520.50	$ 86,169.54
2029	$ 28,454.93	$ 53,194.11	$ 4,610.91	$ 86,259.95
2030	$ 29,732.56	$ 51,916.48	$ 4,703.13	$ 86,352.17
2031	$ 31,067.55	$ 50,581.49	$ 4,797.19	$ 86,446.24
2032	$ 32,462.49	$ 49,186.56	$ 4,893.14	$ 86,542.18
2033	$ 33,920.05	$ 47,728.99	$ 4,991.00	$ 86,640.04
2034	$ 35,443.06	$ 46,205.98	$ 5,090.82	$ 86,739.86
2035	$ 37,034.46	$ 44,614.59	$ 5,192.64	$ 86,841.68
2036	$ 38,697.30	$ 42,951.74	$ 5,296.49	$ 86,945.53
2037	$ 40,434.81	$ 41,214.23	$ 5,402.42	$ 87,051.46
2038	$ 42,250.34	$ 39,398.71	$ 5,510.47	$ 87,159.51
2039	$ 44,147.38	$ 37,501.67	$ 5,620.68	$ 87,269.72
2040	$ 46,129.59	$ 35,519.45	$ 5,733.09	$ 87,382.13
2041	$ 48,200.81	$ 33,448.23	$ 5,847.75	$ 87,496.79
2042	$ 50,365.03	$ 31,284.02	$ 5,964.71	$ 87,613.75
2043	$ 52,626.42	$ 29,022.63	$ 6,084.00	$ 87,733.04
2044	$ 54,989.34	$ 26,659.70	$ 6,205.68	$ 87,854.72
2045	$ 57,458.37	$ 24,190.68	$ 6,329.79	$ 87,978.84
2046	$ 60,038.25	$ 21,610.80	$ 6,456.39	$ 88,105.43
2047	$ 62,733.96	$ 18,915.08	$ 6,585.52	$ 88,234.56
2048	$ 65,550.72	$ 16,098.32	$ 6,717.23	$ 88,366.27
2049	$ 68,493.94	$ 13,155.10	$ 6,851.57	$ 88,500.62
2050	$ 71,569.32	$ 10,079.72	$ 6,988.60	$ 88,637.65
2051	$ 74,782.79	$ 6,866.26	$ 7,128.38	$ 88,777.42
2052	$ 78,140.53	$ 3,508.51	$ 7,270.94	$ 88,919.99
Total	**$ 1,272,823.05**	**$ 1,104,493.28**	**$ 162,005.88**	**$ 2,539,322.20**

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act. Interest is calculated at 4.49% each year thereafter, which is 2% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates due to changes in Annual Collection Costs, or other available offsets that could increase or decrease the amounts shown. Figures shown above are also subject to change based on land uses contained within the final plat, but in no case will the Assessment for any Lot Type exceed the Maximum Assessment as defined in the Service and Assessment Plan.

BELTMILL PUBLIC IMPROVEMENT DISTRICT – LOT TYPE COMMERCIAL (PER ACRE) – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SAGINAW, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE COMMERCIAL (PER ACRE) PRINCIPAL ASSESSMENT: $108,288.50

As the purchaser of the real property described above, you are obligated to pay assessments to City of Saginaw, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Beltmill Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Saginaw. The exact amount of each annual installment will be approved each year by the Saginaw City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Saginaw.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

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SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

ANNUAL INSTALLMENTS - LOT TYPE COMMERCIAL (PER ACRE)

Annual Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment[b]
2024	$ 1,192.56	$ 5,955.87	$ 355.30	$ 7,503.73
2025	$ 1,258.15	$ 5,890.28	$ 362.41	$ 7,510.83
2026	$ 1,327.34	$ 5,821.08	$ 369.66	$ 7,518.08
2027	$ 1,400.35	$ 5,748.08	$ 377.05	$ 7,525.47
2028	$ 2,316.85	$ 4,629.64	$ 384.59	$ 7,331.08
2029	$ 2,420.87	$ 4,525.62	$ 392.28	$ 7,338.77
2030	$ 2,529.57	$ 4,416.92	$ 400.13	$ 7,346.62
2031	$ 2,643.15	$ 4,303.34	$ 408.13	$ 7,354.62
2032	$ 2,761.82	$ 4,184.67	$ 416.30	$ 7,362.79
2033	$ 2,885.83	$ 4,060.66	$ 424.62	$ 7,371.11
2034	$ 3,015.40	$ 3,931.09	$ 433.11	$ 7,379.60
2035	$ 3,150.80	$ 3,795.69	$ 441.78	$ 7,388.27
2036	$ 3,292.27	$ 3,654.22	$ 450.61	$ 7,397.10
2037	$ 3,440.09	$ 3,506.40	$ 459.62	$ 7,406.11
2038	$ 3,594.55	$ 3,351.94	$ 468.82	$ 7,415.31
2039	$ 3,755.94	$ 3,190.55	$ 478.19	$ 7,424.68
2040	$ 3,924.59	$ 3,021.90	$ 487.76	$ 7,434.25
2041	$ 4,100.80	$ 2,845.69	$ 497.51	$ 7,444.00
2042	$ 4,284.93	$ 2,661.56	$ 507.46	$ 7,453.95
2043	$ 4,477.32	$ 2,469.17	$ 517.61	$ 7,464.10
2044	$ 4,678.35	$ 2,268.14	$ 527.96	$ 7,474.45
2045	$ 4,888.41	$ 2,058.08	$ 538.52	$ 7,485.01
2046	$ 5,107.90	$ 1,838.59	$ 549.29	$ 7,495.78
2047	$ 5,337.24	$ 1,609.25	$ 560.28	$ 7,506.77
2048	$ 5,576.89	$ 1,369.60	$ 571.48	$ 7,517.97
2049	$ 5,827.29	$ 1,119.20	$ 582.91	$ 7,529.40
2050	$ 6,088.93	$ 857.56	$ 594.57	$ 7,541.06
2051	$ 6,362.33	$ 584.16	$ 606.46	$ 7,552.95
2052	$ 6,647.99	$ 298.49	$ 618.59	$ 7,565.08
Total	**$ 108,288.50**	**$ 93,967.44**	**$ 13,783.04**	**$ 216,038.98**

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act. Interest is calculated at 4.49% each year thereafter, which is 2% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates due to changes in Annual Collection Costs, or other available offsets that could increase or decrease the amounts shown. Figures shown above are also subject to change based on land uses contained within the final plat, but in no case will the Assessment for any Lot Type exceed the Maximum Assessment as defined in the Service and Assessment Plan.

BELTMILL PUBLIC IMPROVEMENT DISTRICT – SINGLE FAMILY TRACTS – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SAGINAW, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

SINGLE FAMILY TRACTS PRINCIPAL ASSESSMENT: $2,425,435.03

As the purchaser of the real property described above, you are obligated to pay assessments to City of Saginaw, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Beltmill Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Saginaw. The exact amount of each annual installment will be approved each year by the Saginaw City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Saginaw.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

ANNUAL INSTALLMENTS - SINGLE FAMILY TRACTS

Annual Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment[b]
2024	$ 26,710.74	$ 133,398.93	$ 7,958.07	$ 168,067.73
2025	$ 28,179.83	$ 131,929.84	$ 8,117.23	$ 168,226.89
2026	$ 29,729.72	$ 130,379.95	$ 8,279.57	$ 168,389.24
2027	$ 31,364.85	$ 128,744.81	$ 8,445.16	$ 168,554.83
2028	$ 51,892.49	$ 103,694.30	$ 8,614.07	$ 164,200.85
2029	$ 54,222.46	$ 101,364.33	$ 8,786.35	$ 164,373.14
2030	$ 56,657.05	$ 98,929.74	$ 8,962.08	$ 164,548.86
2031	$ 59,200.95	$ 96,385.84	$ 9,141.32	$ 164,728.10
2032	$ 61,859.07	$ 93,727.72	$ 9,324.14	$ 164,910.93
2033	$ 64,636.54	$ 90,950.24	$ 9,510.63	$ 165,097.41
2034	$ 67,538.73	$ 88,048.06	$ 9,700.84	$ 165,287.63
2035	$ 70,571.21	$ 85,015.57	$ 9,894.86	$ 165,481.64
2036	$ 73,739.86	$ 81,846.93	$ 10,092.75	$ 165,679.54
2037	$ 77,050.78	$ 78,536.01	$ 10,294.61	$ 165,881.40
2038	$ 80,510.36	$ 75,076.43	$ 10,500.50	$ 166,087.29
2039	$ 84,125.28	$ 71,461.51	$ 10,710.51	$ 166,297.30
2040	$ 87,902.50	$ 67,684.29	$ 10,924.72	$ 166,511.51
2041	$ 91,849.32	$ 63,737.46	$ 11,143.22	$ 166,730.00
2042	$ 95,973.36	$ 59,613.43	$ 11,366.08	$ 166,952.87
2043	$ 100,282.56	$ 55,304.23	$ 11,593.40	$ 167,180.19
2044	$ 104,785.25	$ 50,801.54	$ 11,825.27	$ 167,412.06
2045	$ 109,490.11	$ 46,096.68	$ 12,061.77	$ 167,648.56
2046	$ 114,406.21	$ 41,180.57	$ 12,303.01	$ 167,889.80
2047	$ 119,543.05	$ 36,043.74	$ 12,549.07	$ 168,135.86
2048	$ 124,910.53	$ 30,676.25	$ 12,800.05	$ 168,386.84
2049	$ 130,519.02	$ 25,067.77	$ 13,056.05	$ 168,642.84
2050	$ 136,379.32	$ 19,207.47	$ 13,317.17	$ 168,903.96
2051	$ 142,502.75	$ 13,084.03	$ 13,583.52	$ 169,170.30
2052	$ 148,901.13	$ 6,685.66	$ 13,855.19	$ 169,441.97
Total	**$ 2,425,435.03**	**$ 2,104,673.30**	**$ 308,711.20**	**$ 4,838,819.53**

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act. Interest is calculated at 4.49% each year thereafter, which is 2% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates due to changes in Annual Collection Costs, or other available offsets that could increase or decrease the amounts shown. Figures shown above are also subject to change based on land uses contained within the final plat, but in no case will the Assessment for any Lot Type exceed the Maximum Assessment as defined in the Service and Assessment Plan.

BELTMILL PUBLIC IMPROVEMENT DISTRICT – LOT TYPE SINGLE FAMILY (PER LOT) – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SAGINAW, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE SINGLE FAMILY (PER LOT) PRINCIPAL ASSESSMENT: $12,374.67

As the purchaser of the real property described above, you are obligated to pay assessments to City of Saginaw, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Beltmill Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Saginaw. The exact amount of each annual installment will be approved each year by the Saginaw City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Saginaw.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

ANNUAL INSTALLMENTS - LOT TYPE SINGLE FAMILY

Annual Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment[b]
2024	$ 136.28	$ 680.61	$ 40.60	$ 857.49
2025	$ 143.77	$ 673.11	$ 41.41	$ 858.30
2026	$ 151.68	$ 665.20	$ 42.24	$ 859.13
2027	$ 160.02	$ 656.86	$ 43.09	$ 859.97
2028	$ 264.76	$ 529.05	$ 43.95	$ 837.76
2029	$ 276.65	$ 517.16	$ 44.83	$ 838.64
2030	$ 289.07	$ 504.74	$ 45.72	$ 839.54
2031	$ 302.05	$ 491.76	$ 46.64	$ 840.45
2032	$ 315.61	$ 478.20	$ 47.57	$ 841.38
2033	$ 329.78	$ 464.03	$ 48.52	$ 842.33
2034	$ 344.59	$ 449.22	$ 49.49	$ 843.30
2035	$ 360.06	$ 433.75	$ 50.48	$ 844.29
2036	$ 376.22	$ 417.59	$ 51.49	$ 845.30
2037	$ 393.12	$ 400.69	$ 52.52	$ 846.33
2038	$ 410.77	$ 383.04	$ 53.57	$ 847.38
2039	$ 429.21	$ 364.60	$ 54.65	$ 848.46
2040	$ 448.48	$ 345.33	$ 55.74	$ 849.55
2041	$ 468.62	$ 325.19	$ 56.85	$ 850.66
2042	$ 489.66	$ 304.15	$ 57.99	$ 851.80
2043	$ 511.65	$ 282.16	$ 59.15	$ 852.96
2044	$ 534.62	$ 259.19	$ 60.33	$ 854.14
2045	$ 558.62	$ 235.19	$ 61.54	$ 855.35
2046	$ 583.71	$ 210.10	$ 62.77	$ 856.58
2047	$ 609.91	$ 183.90	$ 64.03	$ 857.84
2048	$ 637.30	$ 156.51	$ 65.31	$ 859.12
2049	$ 665.91	$ 127.90	$ 66.61	$ 860.42
2050	$ 695.81	$ 98.00	$ 67.94	$ 861.75
2051	$ 727.05	$ 66.76	$ 69.30	$ 863.11
2052	$ 759.70	$ 34.11	$ 70.69	$ 864.50
Total	**$ 12,374.67**	**$ 10,738.13**	**$ 1,575.06**	**$ 24,687.85**

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act. Interest is calculated at 4.49% each year thereafter, which is 2% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates due to changes in Annual Collection Costs, or other available offsets that could increase or decrease the amounts shown. Figures shown above are also subject to change based on land uses contained within the final plat, but in no case will the Assessment for any Lot Type exceed the Maximum Assessment as defined in the Service and Assessment Plan.

BELTMILL PUBLIC IMPROVEMENT DISTRICT – MULTIFAMILY TRACTS – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SAGINAW, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

MULTIFAMILY TRACTS PRINCIPAL ASSESSMENT: $3,457,050.26

As the purchaser of the real property described above, you are obligated to pay assessments to City of Saginaw, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Beltmill Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Saginaw. The exact amount of each annual installment will be approved each year by the Saginaw City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Saginaw.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

ANNUAL INSTALLMENTS - MULTIFAMILY TRACT

Annual Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment[b]
2024	$ 38,071.67	$ 190,137.76	$ 11,342.89	$ 239,552.32
2025	$ 40,165.61	$ 188,043.82	$ 11,569.75	$ 239,779.18
2026	$ 42,374.72	$ 185,834.71	$ 11,801.14	$ 240,010.57
2027	$ 44,705.33	$ 183,504.10	$ 12,037.16	$ 240,246.60
2028	$ 73,964.02	$ 147,798.81	$ 12,277.91	$ 234,040.74
2029	$ 77,285.01	$ 144,477.82	$ 12,523.46	$ 234,286.30
2030	$ 80,755.11	$ 141,007.73	$ 12,773.93	$ 234,536.77
2031	$ 84,381.01	$ 137,381.82	$ 13,029.41	$ 234,792.24
2032	$ 88,169.72	$ 133,593.12	$ 13,290.00	$ 235,052.83
2033	$ 92,128.54	$ 129,634.29	$ 13,555.80	$ 235,318.63
2034	$ 96,265.11	$ 125,497.72	$ 13,826.92	$ 235,589.75
2035	$ 100,587.41	$ 121,175.42	$ 14,103.46	$ 235,866.29
2036	$ 105,103.79	$ 116,659.05	$ 14,385.52	$ 236,148.36
2037	$ 109,822.95	$ 111,939.89	$ 14,673.23	$ 236,436.07
2038	$ 114,754.00	$ 107,008.84	$ 14,966.70	$ 236,729.53
2039	$ 119,906.45	$ 101,856.38	$ 15,266.03	$ 237,028.87
2040	$ 125,290.25	$ 96,472.58	$ 15,571.35	$ 237,334.19
2041	$ 130,915.78	$ 90,847.05	$ 15,882.78	$ 237,645.61
2042	$ 136,793.90	$ 84,968.93	$ 16,200.44	$ 237,963.27
2043	$ 142,935.95	$ 78,826.88	$ 16,524.45	$ 238,287.28
2044	$ 149,353.77	$ 72,409.06	$ 16,854.93	$ 238,617.77
2045	$ 156,059.76	$ 65,703.08	$ 17,192.03	$ 238,954.87
2046	$ 163,066.84	$ 58,695.99	$ 17,535.87	$ 239,298.71
2047	$ 170,388.54	$ 51,374.29	$ 17,886.59	$ 239,649.42
2048	$ 178,038.99	$ 43,723.85	$ 18,244.32	$ 240,007.16
2049	$ 186,032.94	$ 35,729.90	$ 18,609.21	$ 240,372.04
2050	$ 194,385.82	$ 27,377.02	$ 18,981.39	$ 240,744.23
2051	$ 203,113.74	$ 18,649.09	$ 19,361.02	$ 241,123.85
2052	$ 212,233.55	$ 9,529.29	$ 19,748.24	$ 241,511.07
Total	**$ 3,457,050.26**	**$ 2,999,858.28**	**$ 440,015.97**	**$ 6,896,924.51**

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act. Interest is calculated at 4.49% each year thereafter, which is 2% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates due to changes in Annual Collection Costs, or other available offsets that could increase or decrease the amounts shown. Figures shown above are also subject to change based on land uses contained within the final plat, but in no case will the Assessment for any Lot Type exceed the Maximum Assessment as defined in the Service and Assessment Plan.

BELTMILL PUBLIC IMPROVEMENT DISTRICT – LOT TYPE MULTIFAMILY (PER ACRE) – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SAGINAW, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE MULTIFAMILY (PER ACRE) PRINCIPAL ASSESSMENT: $38,395.81

As the purchaser of the real property described above, you are obligated to pay assessments to City of Saginaw, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Beltmill Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Saginaw. The exact amount of each annual installment will be approved each year by the Saginaw City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Saginaw.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

ANNUAL INSTALLMENTS - LOT TYPE MULTIFAMILY (PER ACRE)

Annual Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment[b]
2024	$ 422.84	$ 2,111.77	$ 125.98	$ 2,660.59
2025	$ 446.10	$ 2,088.51	$ 128.50	$ 2,663.11
2026	$ 470.64	$ 2,063.98	$ 131.07	$ 2,665.68
2027	$ 496.52	$ 2,038.09	$ 133.69	$ 2,668.30
2028	$ 821.48	$ 1,641.53	$ 136.36	$ 2,599.38
2029	$ 858.37	$ 1,604.65	$ 139.09	$ 2,602.11
2030	$ 896.91	$ 1,566.11	$ 141.87	$ 2,604.89
2031	$ 937.18	$ 1,525.83	$ 144.71	$ 2,607.73
2032	$ 979.26	$ 1,483.75	$ 147.61	$ 2,610.62
2033	$ 1,023.23	$ 1,439.79	$ 150.56	$ 2,613.57
2034	$ 1,069.17	$ 1,393.84	$ 153.57	$ 2,616.58
2035	$ 1,117.18	$ 1,345.84	$ 156.64	$ 2,619.65
2036	$ 1,167.34	$ 1,295.68	$ 159.77	$ 2,622.79
2037	$ 1,219.75	$ 1,243.26	$ 162.97	$ 2,625.98
2038	$ 1,274.52	$ 1,188.50	$ 166.23	$ 2,629.24
2039	$ 1,331.74	$ 1,131.27	$ 169.55	$ 2,632.57
2040	$ 1,391.54	$ 1,071.47	$ 172.94	$ 2,635.96
2041	$ 1,454.02	$ 1,008.99	$ 176.40	$ 2,639.42
2042	$ 1,519.30	$ 943.71	$ 179.93	$ 2,642.94
2043	$ 1,587.52	$ 875.49	$ 183.53	$ 2,646.54
2044	$ 1,658.80	$ 804.21	$ 187.20	$ 2,650.21
2045	$ 1,733.28	$ 729.73	$ 190.94	$ 2,653.96
2046	$ 1,811.11	$ 651.91	$ 194.76	$ 2,657.78
2047	$ 1,892.42	$ 570.59	$ 198.66	$ 2,661.67
2048	$ 1,977.39	$ 485.62	$ 202.63	$ 2,665.64
2049	$ 2,066.18	$ 396.83	$ 206.68	$ 2,669.70
2050	$ 2,158.95	$ 304.06	$ 210.82	$ 2,673.83
2051	$ 2,255.89	$ 207.13	$ 215.03	$ 2,678.05
2052	$ 2,357.18	$ 105.84	$ 219.33	$ 2,682.35
Total	**$ 38,395.81**	**$ 33,317.99**	**$ 4,887.05**	**$ 76,600.85**

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act. Interest is calculated at 4.49% each year thereafter, which is 2% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates due to changes in Annual Collection Costs, or other available offsets that could increase or decrease the amounts shown. Figures shown above are also subject to change based on land uses contained within the final plat, but in no case will the Assessment for any Lot Type exceed the Maximum Assessment as defined in the Service and Assessment Plan.

BELTMILL PUBLIC IMPROVEMENT DISTRICT – LOT TYPE MULTIFAMILY PARCEL 42820977 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SAGINAW, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE MULTIFAMILY PARCEL 42820977 PRINCIPAL ASSESSMENT: $781,990.63

As the purchaser of the real property described above, you are obligated to pay assessments to City of Saginaw, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Beltmill Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Saginaw. The exact amount of each annual installment will be approved each year by the Saginaw City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Saginaw.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

ANNUAL INSTALLMENTS - LOT TYPE MULTIFAMILY PARCEL 42820977

Annual Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment[b]
2024	$ 8,611.88	$ 43,009.48	$ 2,565.78	$ 54,187.14
2025	$ 9,085.53	$ 42,535.83	$ 2,617.10	$ 54,238.46
2026	$ 9,585.23	$ 42,036.13	$ 2,669.44	$ 54,290.80
2027	$ 10,112.42	$ 41,508.94	$ 2,722.83	$ 54,344.19
2028	$ 16,730.79	$ 33,432.34	$ 2,777.28	$ 52,940.41
2029	$ 17,482.00	$ 32,681.13	$ 2,832.83	$ 52,995.96
2030	$ 18,266.94	$ 31,896.19	$ 2,889.49	$ 53,052.61
2031	$ 19,087.13	$ 31,076.00	$ 2,947.28	$ 53,110.40
2032	$ 19,944.14	$ 30,218.99	$ 3,006.22	$ 53,169.35
2033	$ 20,839.63	$ 29,323.50	$ 3,066.35	$ 53,229.47
2034	$ 21,775.33	$ 28,387.80	$ 3,127.67	$ 53,290.80
2035	$ 22,753.04	$ 27,410.09	$ 3,190.23	$ 53,353.35
2036	$ 23,774.65	$ 26,388.47	$ 3,254.03	$ 53,417.16
2037	$ 24,842.14	$ 25,320.99	$ 3,319.11	$ 53,482.24
2038	$ 25,957.55	$ 24,205.58	$ 3,385.49	$ 53,548.62
2039	$ 27,123.04	$ 23,040.09	$ 3,453.20	$ 53,616.33
2040	$ 28,340.87	$ 21,822.26	$ 3,522.27	$ 53,685.40
2041	$ 29,613.37	$ 20,549.76	$ 3,592.71	$ 53,755.84
2042	$ 30,943.01	$ 19,220.12	$ 3,664.57	$ 53,827.70
2043	$ 32,332.35	$ 17,830.77	$ 3,737.86	$ 53,900.99
2044	$ 33,784.08	$ 16,379.05	$ 3,812.61	$ 53,975.74
2045	$ 35,300.98	$ 14,862.15	$ 3,888.87	$ 54,052.00
2046	$ 36,886.00	$ 13,277.13	$ 3,966.64	$ 54,129.77
2047	$ 38,542.18	$ 11,620.95	$ 4,045.98	$ 54,209.11
2048	$ 40,272.72	$ 9,890.41	$ 4,126.90	$ 54,290.03
2049	$ 42,080.97	$ 8,082.16	$ 4,209.43	$ 54,372.56
2050	$ 43,970.40	$ 6,192.73	$ 4,293.62	$ 54,456.75
2051	$ 45,944.67	$ 4,218.46	$ 4,379.50	$ 54,542.62
2052	$ 48,007.59	$ 2,155.54	$ 4,467.09	$ 54,630.21
Total	**$ 781,990.63**	**$ 678,573.03**	**$ 99,532.36**	**$ 1,560,096.02**

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act. Interest is calculated at 4.49% each year thereafter, which is 2% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates due to changes in Annual Collection Costs, or other available offsets that could increase or decrease the amounts shown. Figures shown above are also subject to change based on land uses contained within the final plat, but in no case will the Assessment for any Lot Type exceed the Maximum Assessment as defined in the Service and Assessment Plan.

BELTMILL PUBLIC IMPROVEMENT DISTRICT – LOT TYPE MULTIFAMILY PARCEL 42854561 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SAGINAW, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE MULTIFAMILY PARCEL 42854561 PRINCIPAL ASSESSMENT: $1,472,749.03

As the purchaser of the real property described above, you are obligated to pay assessments to City of Saginaw, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Beltmill Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Saginaw. The exact amount of each annual installment will be approved each year by the Saginaw City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Saginaw.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

ANNUAL INSTALLMENTS - LOT TYPE MULTIFAMILY PARCEL 42854561

Annual Installment Due 1/31	Principal	Interest[a]	Collection Costs	Total Annual Installment[b]
2024	$ 16,219.03	$ 81,001.20	$ 4,832.22	$ 102,052.45
2025	$ 17,111.08	$ 80,109.15	$ 4,928.86	$ 102,149.09
2026	$ 18,052.19	$ 79,168.04	$ 5,027.44	$ 102,247.67
2027	$ 19,045.06	$ 78,175.17	$ 5,127.99	$ 102,348.22
2028	$ 31,509.65	$ 62,964.24	$ 5,230.55	$ 99,704.44
2029	$ 32,924.43	$ 61,549.46	$ 5,335.16	$ 99,809.05
2030	$ 34,402.74	$ 60,071.15	$ 5,441.86	$ 99,915.76
2031	$ 35,947.42	$ 58,526.47	$ 5,550.70	$ 100,024.59
2032	$ 37,561.46	$ 56,912.43	$ 5,661.72	$ 100,135.61
2033	$ 39,247.97	$ 55,225.92	$ 5,774.95	$ 100,248.84
2034	$ 41,010.21	$ 53,463.69	$ 5,890.45	$ 100,364.34
2035	$ 42,851.56	$ 51,622.33	$ 6,008.26	$ 100,482.15
2036	$ 44,775.60	$ 49,698.29	$ 6,128.42	$ 100,602.32
2037	$ 46,786.02	$ 47,687.87	$ 6,250.99	$ 100,724.88
2038	$ 48,886.72	$ 45,587.18	$ 6,376.01	$ 100,849.90
2039	$ 51,081.73	$ 43,392.16	$ 6,503.53	$ 100,977.42
2040	$ 53,375.30	$ 41,098.59	$ 6,633.60	$ 101,107.50
2041	$ 55,771.85	$ 38,702.04	$ 6,766.27	$ 101,240.17
2042	$ 58,276.01	$ 36,197.89	$ 6,901.60	$ 101,375.49
2043	$ 60,892.60	$ 33,581.29	$ 7,039.63	$ 101,513.52
2044	$ 63,626.68	$ 30,847.21	$ 7,180.42	$ 101,654.32
2045	$ 66,483.52	$ 27,990.38	$ 7,324.03	$ 101,797.93
2046	$ 69,468.63	$ 25,005.27	$ 7,470.51	$ 101,944.41
2047	$ 72,587.77	$ 21,886.13	$ 7,619.92	$ 102,093.82
2048	$ 75,846.96	$ 18,626.94	$ 7,772.32	$ 102,246.22
2049	$ 79,252.49	$ 15,221.41	$ 7,927.77	$ 102,401.66
2050	$ 82,810.92	$ 11,662.97	$ 8,086.32	$ 102,560.22
2051	$ 86,529.13	$ 7,944.76	$ 8,248.05	$ 102,721.94
2052	$ 90,414.29	$ 4,059.60	$ 8,413.01	$ 102,886.90
Total	**$ 1,472,749.03**	**$ 1,277,979.21**	**$ 187,452.61**	**$ 2,938,180.85**

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act. Interest is calculated at 4.49% each year thereafter, which is 2% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates due to changes in Annual Collection Costs, or other available offsets that could increase or decrease the amounts shown. Figures shown above are also subject to change based on land uses contained within the final plat, but in no case will the Assessment for any Lot Type exceed the Maximum Assessment as defined in the Service and Assessment Plan.

BELTMILL PUBLIC IMPROVEMENT DISTRICT – LOT TYPE REMAINDER MULTIFAMILY TRACT (15.129 ACRES) – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

10) under a court order or foreclosure sale;
11) by a trustee in bankruptcy;
12) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
13) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
14) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
15) from one co-owner to another co-owner of an undivided interest in the real property;
16) to a spouse or a person in the lineal line of consanguinity of the seller;
17) to or from a governmental entity; or
18) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SAGINAW, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE MULTIFAMILY PARCEL 42859369 PRINCIPAL ASSESSMENT: $1,202,310.60

As the purchaser of the real property described above, you are obligated to pay assessments to City of Saginaw, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Beltmill Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Saginaw. The exact amount of each annual installment will be approved each year by the Saginaw City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Saginaw.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Tarrant County.

ANNUAL INSTALLMENTS - LOT TYPE MULTIFAMILY PARCEL 42859369

Annual Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment[b]
2024	$ 13,240.76	$ 66,127.08	$ 3,944.89	$ 83,312.73
2025	$ 13,969.00	$ 65,398.84	$ 4,023.79	$ 83,391.63
2026	$ 14,737.30	$ 64,630.55	$ 4,104.26	$ 83,472.10
2027	$ 15,547.85	$ 63,819.99	$ 4,186.35	$ 83,554.19
2028	$ 25,723.59	$ 51,402.22	$ 4,270.07	$ 81,395.88
2029	$ 26,878.58	$ 50,247.24	$ 4,355.47	$ 81,481.29
2030	$ 28,085.42	$ 49,040.39	$ 4,442.58	$ 81,568.39
2031	$ 29,346.46	$ 47,779.35	$ 4,531.44	$ 81,657.25
2032	$ 30,664.11	$ 46,461.70	$ 4,622.06	$ 81,747.88
2033	$ 32,040.93	$ 45,084.88	$ 4,714.51	$ 81,840.32
2034	$ 33,479.57	$ 43,646.24	$ 4,808.80	$ 81,934.61
2035	$ 34,982.80	$ 42,143.01	$ 4,904.97	$ 82,030.78
2036	$ 36,553.53	$ 40,572.28	$ 5,003.07	$ 82,128.88
2037	$ 38,194.79	$ 38,931.03	$ 5,103.13	$ 82,228.94
2038	$ 39,909.73	$ 37,216.08	$ 5,205.20	$ 82,331.01
2039	$ 41,701.68	$ 35,424.13	$ 5,309.30	$ 82,435.11
2040	$ 43,574.08	$ 33,551.73	$ 5,415.49	$ 82,541.30
2041	$ 45,530.56	$ 31,595.25	$ 5,523.79	$ 82,649.61
2042	$ 47,574.88	$ 29,550.93	$ 5,634.27	$ 82,760.08
2043	$ 49,710.99	$ 27,414.82	$ 5,746.96	$ 82,872.77
2044	$ 51,943.02	$ 25,182.79	$ 5,861.90	$ 82,987.71
2045	$ 54,275.26	$ 22,850.55	$ 5,979.13	$ 83,104.94
2046	$ 56,712.22	$ 20,413.59	$ 6,098.72	$ 83,224.53
2047	$ 59,258.60	$ 17,867.21	$ 6,220.69	$ 83,346.50
2048	$ 61,919.31	$ 15,206.50	$ 6,345.10	$ 83,470.91
2049	$ 64,699.49	$ 12,426.33	$ 6,472.01	$ 83,597.82
2050	$ 67,604.49	$ 9,521.32	$ 6,601.45	$ 83,727.26
2051	$ 70,639.93	$ 6,485.88	$ 6,733.48	$ 83,859.29
2052	$ 73,811.67	$ 3,314.14	$ 6,868.14	$ 83,993.96
Total	**$ 1,202,310.60**	**$ 1,043,306.04**	**$ 153,031.00**	**$ 2,398,647.64**

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act. Interest is calculated at 4.49% each year thereafter, which is 2% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates due to changes in Annual Collection Costs, or other available offsets that could increase or decrease the amounts shown. Figures shown above are also subject to change based on land uses contained within the final plat, but in no case will the Assessment for any Lot Type exceed the Maximum Assessment as defined in the Service and Assessment Plan.

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Resolution No. 2023-17, Approving a Negotiated Settlement Between The Atmos Cities Steering Committee ("ACSC") And Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2021 Rate Review Mechanism Filing--LeeHowell, Asst. City Manager

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Consent Agenda	Item: E

Reference File

BACKGROUND/DISCUSSION:

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

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of $165.9 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $156.1 million, $113.8 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $130.9 million instead of the claimed $156.1 million.

After several settlement meetings, the parties have agreed to settle the case for $142 million. This is a reduction of $23.9 million to the Company's initial request. This includes payment of ACSC's expenses. The settlement also includes an additional $19.5 million for the securitization regulatory asset expenses related to Winter Storm Uri. This was previously approved by the Texas Legislature and Railroad Commission. The Effective Date for new rates is October 1, 2023. ACSC members should take action approving the Resolution/Ordinance before September 30, 2023.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate $142 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $6.47 on a monthly basis, or 7.31%. The increase for average commercial usage will be $24.72 or 5.19%. Atmos provided bill impact comparisons containing these figures.

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

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

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2023, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	Average Bill	Compared to RRM Cities
RRM Cities:	$42.62	-

DARR:	$42.55	($0.07)
ATM Cities:	$44.39	$1.77
Environs:	$44.27	$1.65

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $142 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $165.9 million in additional system-wide revenues, the RRM settlement at $142 million for ACSC members reflects substantial savings to ACSC cities. Settlement at $142 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2023. New rates become effective October 1, 2023.

FINANCIAL IMPACT:

See attached average estimates for residential, commercial, and industrial rates.

RECOMMENDATION:

Staff Recommends Approval

RESOLUTION NO. 2023-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

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

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

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

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

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

WHEREAS, on about March 1, 2023, Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $142 million on a system-wide basis with an Effective Date of October 1, 2023; and

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

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

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

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

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

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of $19.5 million;

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

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

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

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

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $142 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

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

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2023 RRM filing.

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

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

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

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after September 30, 2023.

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

RESOLUTION NO. 2023-17

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF ____ _____, 2023.

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM:

_____
Bryn Meredith, City Attorney

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description								Current	Proposed	Change Amount	Change Percent
	(a)								(b)	(c)	(d)	(e)
1	**Rate R @ 43.6 Ccf**											
2	Customer charge								$ 21.55			
3	Consumption charge	43.6	CCF	X	$	0.36223	=		15.79			
4	Rider GCR Part A	43.6	CCF	X	$	0.63625	=		27.74			
5	Rider GCR Part B	43.6	CCF	X	$	0.41732	=		18.20			
6	Subtotal								$ 83.28			
7	Rider FF & Rider TAX		$ 83.28	X		0.06237	=		5.19			
8	Total								$ 88.47			
9												
10	Customer charge									$ 22.25		
11	Consumption charge	43.6	CCF	X	$	0.48567	=			21.18		
12	Rider GCR Part A	43.6	CCF	X	$	0.63625	=			27.74		
13	Rider GCR Part B	43.6	CCF	X	$	0.41732	=			18.20		
14	Subtotal									$ 89.37		
15	Rider FF & Rider TAX		$ 89.37	X		0.06237	=			5.57		
16	Total									$ 94.94	$ 6.47	7.31%
17												

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description								Current	Proposed	Change Amount	Change Percent
	(a)								(b)	(c)	(d)	(e)
18	**Rate C @ 356.6 Ccf**											
19	Customer charge								$ 63.50			
20	Consumption charge	356.6	CCF	X	$	0.14137	=		50.41			
21	Rider GCR Part A	356.6	CCF	X	$	0.63625	=		226.86			
22	Rider GCR Part B	356.6	CCF	X	$	0.30202	=		107.69			
23	Subtotal								$ 448.46			
24	Rider FF & Rider TAX		$ 448.46	X		0.06237	=		27.97			
25	Total								$ 476.43			
26												
27	Customer charge									$ 72.00		
28	Consumption charge	356.6	CCF	X	$	0.18280	=			65.18		
29	Rider GCR Part A	356.6	CCF	X	$	0.63625	=			226.86		
30	Rider GCR Part B	356.6	CCF	X	$	0.30202	=			107.69		
31	Subtotal									$ 471.73		
32	Rider FF & Rider TAX		$ 471.73	X		0.06237	=			29.42		
33	Total									$ 501.15	$ 24.72	5.19%
34												

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description							Current	Proposed	Change Amount	Change Percent
	(a)							(b)	(c)	(d)	(e)
35	**Rate I @ 1720 MMBTU**										
36	Customer charge							$ 1,204.50			
37	Consumption charge	1,500	MMBTU	X	$	0.4939	=	740.85			
38	Consumption charge	220	MMBTU	X	$	0.3617	=	79.64			
39	Consumption charge	0	MMBTU	X	$	0.0776	=	-			
40	Rider GCR Part A	1,720	MMBTU	X	$	6.2134	=	10,688.12			
41	Rider GCR Part B	1,720	MMBTU	X	$	0.6267	=	1,078.08			
42	Subtotal							$ 13,791.19			
43	Rider FF & Rider TAX		$13,791.19	X		0.06237	=	860.17			
44	Total							$ 14,651.36			
45											
46	Customer charge								$ 1,382.00		
47	Consumption charge	1,500	MMBTU	X	$	0.7484	=		1,122.62		
48	Consumption charge	220	MMBTU	X	$	0.5963	=		131.30		
49	Consumption charge	0	MMBTU	X	$	0.2693	=		-		
50	Rider GCR Part A	1,720	MMBTU	X	$	6.2134	=		10,688.12		
51	Rider GCR Part B	1,720	MMBTU	X	$	0.6267	=		1,078.08		
52	Subtotal								$ 14,402.12		
53	Rider FF & Rider TAX		$14,402.12	X		0.06237	=		898.28		
54	Total								$ 15,300.40	$ 649.04	4.43%
55											

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description							Current	Proposed	Change Amount	Change Percent
	(a)							(b)	(c)	(d)	(e)
56	**Rate T @ 4720 MMBTU**										
57	Customer charge							$ 1,204.50			
58	Consumption charge	1,500	MMBTU	X	$	0.4939	=	740.85			
59	Consumption charge	3,220	MMBTU	X	$	0.3617	=	1,164.50			
60	Consumption charge	0	MMBTU	X	$	0.0776	=	-			
61	Rider GCR Part B	4,720	MMBTU	X	$	0.6267	=	2,957.85			
62	Subtotal							$ 6,067.70			
63	Rider FF & Rider TAX		$ 6,067.70	X		0.06237	=	378.45			
64	Total							$ 6,446.15			
65											
66	Customer charge								$ 1,382.00		
67	Consumption charge	1,500	MMBTU	X	$	0.5684	=		852.60		
68	Consumption charge	3,220	MMBTU	X	$	0.4163	=		1,340.29		
69	Consumption charge	0	MMBTU	X	$	0.0893	=		-		
70	Rider GCR Part B	4,720	MMBTU	X	$	0.6267	=		2,957.85		
71	Subtotal								$ 6,532.74		
72	Rider FF & Rider TAX		$ 6,532.74	X		0.06237	=		407.45		
73	Total								$ 6,940.19	$ 494.04	7.66%

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

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

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

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

Charge	Amount
Customer Charge per Bill	$ 22.25 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 22.30 per month
Commodity Charge – All Ccf	$0.48567 per Ccf [2]

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

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

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

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

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

Agreement
An Agreement for Gas Service may be required.

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

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.
[2]The commodity charge includes the base rate amount of $0.46724 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of $0.01843 per Ccf until recovered.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

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

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

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

Charge	Amount
Customer Charge per Bill	$ 72.00 per month
Rider CEE Surcharge	($ 0.02) per month[1]
Total Customer Charge	$ 71.98 per month
Commodity Charge – All Ccf	$ 0.18280 per Ccf [2]

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

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

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

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

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

Agreement
An Agreement for Gas Service may be required.

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

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at *mdtx.plantprotection*@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.
[2] The commodity charge includes the base rate amount of $0.16437 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of $0.01843 per Ccf until recovered.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

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

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

Charge	Amount
Customer Charge per Meter	$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7484 per MMBtu[1]
Next 3,500 MMBtu	$ 0.5963 per MMBtu[1]
All MMBtu over 5,000 MMBtu	$ 0.2693 per MMBtu[1]

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

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

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

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

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

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees

[1] The tiered commodity charges include the base rate amounts of $0.5684, $0.4163, and $0.0893 per MMBtu, respectively, plus Securitization Regulatory Asset amounts related to financing costs in the amount of $0.1800 per MMBtu until recovered.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
An Agreement for Gas Service may be required.

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

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

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at *mdtx.plantprotection*@atmosenergy.com.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

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

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

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

Charge	Amount
Customer Charge per Meter	$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.5684 per MMBtu
Next 3,500 MMBtu	$ 0.4163 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0893 per MMBtu

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

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

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

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

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

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

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

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

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

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

Agreement
A transportation agreement is required.

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

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

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

Provisions for Adjustment

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

Computation of Weather Normalization Adjustment

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

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

Where

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

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

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

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

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

ADD = billing cycle actual heating degree days.

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

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

$$WNA_i = WNAF_i \times q_{ij}$$

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

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.51	0.1415	88.91	0.7010
Austin	8.87	0.1213	213.30	0.7986
Dallas	12.54	0.2007	185.00	0.9984
Waco	8.81	0.1325	125.26	0.7313
Wichita Falls	10.36	0.1379	122.10	0.6083

Weather Normalization Adjustment (WNA) Report

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

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2022

		Shared Services		Mid-Tex Direct			
Line No.	Description	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	Adjustment Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2023 Willis Towers Watson Report as adjusted (1) (2) (3)	$ 1,434,339	$ (518,336)	$ 2,336,419	$ (2,678,818)	$ 267,917	
2	Allocation Factor	44.92%	44.92%	78.74%	78.74%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 644,336	$ (232,848)	$ 1,839,667	$ (2,109,267)	$ 267,917	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 644,336	$ (232,848)	$ 1,839,667	$ (2,109,267)	$ 267,917	$ 409,804
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	78.60%	78.60%	39.63%	39.63%	11.00%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	$ 506,464		$ 729,006			$ 1,235,469
11	Total Post-Employment Benefit Plan		$ (183,024)		$ (835,840)		(1,018,864)
12	Total Supplemental Executive Benefit Plan					$ 29,471	29,471
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 506,464	$ (183,024)	$ 729,006	$ (835,840)	$ 29,471	$ 246,076

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding First Amendment to Fort Worth City Secretary Contract No. 49683, An Interlocal Agreement between City of Fort Worth and Saginaw for Participation in the Environmental Collection Center Household Hazardous Waste Program--Matt Regan, Environmental/Drainage Manager

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Consent Agenda	Item: F

Reference File

BACKGROUND/DISCUSSION:

This item is for approval of the First Amendment to Fort Worth City Secretary Contract No. 49683, an Interlocal Agreement between the City of Fort Worth and Saginaw for participation in the Environmental Collection Center Household Hazardous Waste Program. Saginaw has participated in this program for many years. The program allows Saginaw residents to visit the collection center on Bridge Street in Fort Worth or the mobile collection unit that will be in Saginaw (on a date to be announced later) at no cost to the resident. The amendment addresses an increase in the fee from $50 to $95 per household per visit effective October 1, 2023.

FINANCIAL IMPACT:

The financial impact will be the increase in the fee from $50 to $95 per household per visit. As in past years, funds will be included in the 2023-2024 budget for this expense.

RECOMMENDATION:

Staff recommends approval.

Date: April 17, 2023

SUBJECT: City of Fort Worth Environmental Collection Center Rate Increase

Dear Participating City,

I would like to thank you for being a customer to the City of Fort Worth, Environmental Collection Center (ECC). Over the last 25 years, the ECC has grown from servicing 5,000 households per year to disposing of waste from more than 30,000 homes annually. We have accomplished this with limited pricing adjustments since inception, even maintaining pricing during the COVID pandemic as to not further burden cities with additional costs during that time.

As we discussed earlier this year, due to a dramatic increase in disposal costs, we must raise the price for citizens to dispose of household chemical waste at the ECC. We did consider the stakeholder feedback received at previous meetings and elected to delay any cost increase until October 2023 to ensure that jurisdictions have time to communicate this change with residents

Effective October 1, 2023 the cost per household to properly dispose of chemical waste at the ECC will go from $50 to $95. Barring any unforeseen circumstances, we anticipate this rate will remain in effect through September 30, 2025.

We have avoided raising our prices for as long as possible, but we can no longer prolong the inevitable. Thank you for being a participating city and we look forward to working with you in the future. If you have any questions, please do not hesitate to contact me at 817-392-5153 or james.keezell@fortworthtexas.gov.

Sincerely,

James Keezell

Jim Keezell
Assistant Code Compliance Director
Solid Waste Services Division
City of Fort Worth

cc: Brandon Bennett, Director Code Compliance
Ben Carson, Senior Administrative Services Manager, Code Compliance
HRIS Records

FIRST AMENDMENT TO
FORT WORTH CITY SECRETARY CONTRACT NO. 49683
AN INTERLOCAL AGREEMENT
BETWEEN CITY OF FORT WORTH AND SAGINAW
FOR PARTICIPATION IN THE ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

This First Amendment to Fort Worth City Secretary Contract No. 49683 ("First Amendment") is made between the City of Fort Worth ("Fort Worth"), a municipal corporation, and City of Saginaw, ("Participating City") and located in Tarrant County, Texas, acting herein by and through Todd Flippo its duly authorized Mayor

WHEREAS, Fort Worth and Participating City entered into an Interlocal Agreement identified as Fort Worth City Secretary Contract No. 49683 (the "Agreement") for participation in the Environmental Collection Center Household Hazardous Waste Program; and

WHEREAS, due to rising costs of the program, Fort Worth must increase the cost that each participating City pays per visit to the Environmental Collection Center or per participating household in a Mobile Collection Event; and

WHEREAS, Fort Worth and Participating City agree to amend the Agreement to an increase in the cost per household visit to the ECC or per participating household in a Mobile Collection Event from $50.00 to $95.00; and

WHEREAS, Fort Worth and Participating City also agree to amend the Agreement to allow the cost per household to be adjusted so long as there is mutual agreement by Fort Worth and the Participating City.

NOW THEREFORE, known by all these present, Fort Worth and Participating City, acting herein by the through their duly authorized representatives, agree to the following terms, which amend the Agreement as follows.

I.

AMENDMENTS

1. Section 10 "Compensation", Paragraph A of the Agreement is hereby deleted in its entirety and restated as follows:

> Participating City agrees to pay Fort Worth the sum of **$95.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated. Fort Worth may adjust the cost per household visit to the ECC (or per

participating household in a Mobile Collection Event) by providing Participating City at least ninety (90) days written notice and by mutual consent. If Participating City does not consent to the adjustment, then this Agreement may be terminated in accordance with the Agreement.

II.

ALL OTHER TERMS SHALL REMAIN THE SAME

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

III.

ELECTRONIC SIGNATURE

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

[Signature Page Follows]

SIGNATURE PAGE

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S ENVIRONMENTAL COLLECTION CENTER HOUSEHOLD HAZARDOUS WASTE PROGRAM

Effective October 1, 2023.

FORT WORTH:

City of Fort Worth By: _____ Name: Valerie Washington Title: Assistant City Manager Date: _____ **Approval Recommended:** By: _____ Name: James Keezell Title: Assistant Director Code Compliance **Attest**: By: _____ Name: Jannette Goodall Title: City Secretary	**Contract Compliance Manager**: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Rex Johnson_____ Title: Environmental Supervisor **Approved as to Form and Legality**: By: _____ Name: Christopher Austria Title: Assistant City Attorney **Contract Authorization:** **M&C:** 28276

PARTICIPATING CITY

City of Saginaw By: _____ Name: Todd Flippo Title: Mayor Date: _____ **Attest**: By: _____ Name: Janice England Title: City Secretary	**Approved as to Form and Legality**: By: _____ Name: Bryn Meredith Title: City Attorney

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Acceptance of the Right-of-Way Encroachment Agreement for the FM156 at Industrial Intersection Project (CSJ# 0718-02-076) from Fuel City Saginaw, LLC--Randy Newsom, Director of Public Works

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Consent Agenda	Item: G

Reference File

BACKGROUND/DISCUSSION:

The FM156 at Industrial Project is a Texas Department of Transportation Project and funded through the North Central Texas Council of Governments COVID-19 Infrastructure Project. The City of Saginaw has taken the lead as the Local Sponsor having primary responsibility for utility clearance and right-of-way for the project. The project will require a future Advance Funding Agreement to finalize costs of the construction phase.

Fuel City Saginaw, LLC has requested a Right-of-Way Encroachment for their existing sign.

The proposed right-of-way encroachment agreement will be for an initial term of thirty (30) years commencing on the date this Agreement is executed. In addition to the initial term, Licensee has the option to renew the initial term for a successive period of thirty (30) years. There will be an application fee of $325.00 due to the City to defray all costs of inspection and supervision during construction. Additionally, there will be a fee of $.56 per square/linear foot of the encroachment area and this fee will be paid annually thereafter.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the right-of-way easement encroachment from Fuel City Saginaw, LLC be accepted and filed for Record in the Deed Records of Tarrant County.

RIGHT OF WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Saginaw, a home rule municipal corporation of Tarrant County, Texas (the "**City**"), and Fuel City Saginaw, LLC ("**Licensee**"), acting herein by and through its duly authorized Vice President, the owner of the real property located at 1080 S. Blue Mound Road, Saginaw, Texas 7613 ("**Property**").

RECITALS

WHEREAS, Licensee is the owner of certain real property situated in the City of Saginaw, Tarrant County, Texas, more particularly described in the attached **Legal Description, attached as Exhibit "A"**, of the Property; and

WHEREAS, the City has a street, alley, sidewalk, and/or other public right-of-way (individually or collectively, the "**Public Right-of-Way**") adjacent to the Property as shown on the map attached to this Agreement as **Exhibit "B"**, and incorporated herein for all purposes; and

WHEREAS, Licensee has donated to the City right of way as needed for the intersection improvements to FM 156 at Industrial, and a copy of the legal description of the right of way donation ("**ROW Donation**") is attached as **Exhibit "C"** and

WHEREAS, Licensee desires to maintain certain improvements which will encroach onto the Public Right-of-Way; and

WHEREAS, The City will allow the encroachment under the terms and conditions as set forth in this Agreement to accommodate the needs of the Licensee.

NOW, THEREFORE, the City and Licensee agree as follows:

AGREEMENT

1.

The City, in consideration of the payment by Licensee of the fee set out below and covenants and agreements hereinafter contained, to be kept and performed by Licensee, hereby grants permission to Licensee to encroach upon, use and/or occupy portions of the space under, on, and/or above the City's Public Right-of-Way to construct/install and/or allow to remain, certain improvements for the purpose of (whether one or more, the "**Improvements**") as described in and at the location shown on **Exhibit "B"** but only to the extent shown thereon. Upon completion of the Improvements, Licensee agrees to be responsible for maintaining the Improvements. Licensee shall not expand or otherwise cause the Improvements to further infringe in or on the City's Public Right-of-Way beyond what is specifically described in the Exhibit(s) attached hereto.

2.

All construction, maintenance and operation in connection with such Improvements, use and occupancy shall be performed in strict compliance with this Agreement and the City's Charter, Ordinances and Codes, and in accordance with the directions of the City Manager, or his or her duly authorized representative. Licensee shall submit all plans and Charter, Ordinances and Codes, and in accordance with the directions of the City Manager, or his or her duly authorized representative. Licensee shall submit all plans and specifications to the applicable Director or his or her duly authorized representative prior to the construction of the Improvements. Licensee shall not commence construction of the Improvements until receiving written approval by the City Manager, but such approval shall not relieve Licensee of responsibility and liability for concept, design and computation in the preparation of such plans and specifications.

3.

Upon completion of the construction and installation of the Improvements, there shall be no other encroachments in, under, on or above the surface area of the Public Right-of-Way, except as described herein and depicted on **Exhibit "B"**.

4.

Licensee, at no expense to the City, shall make proper provisions for the relocation and installation of any existing or future utilities affected by such encroachment, use and occupancy, including the securing of approval and consent from any affected utility companies and the appropriate agencies of the State of Texas and its political subdivisions. In the event that any installation, reinstallation, relocation or repair of any existing or future utility or improvements owned by, constructed by or on behalf of the public or at public expense is made more costly by virtue of the construction, maintenance or existence of such encroachment and use, Licensee shall pay to the City an additional amount equal to such additional cost as identified and presented to Licensee, and determined to be a reasonable cost by the Director of Public Works ("**Director**"), or his or her duly authorized representative.

5.

Upon prior written notice to Licensee, except in the case of an emergency, Licensee agrees that the City may enter and utilize the referenced areas at any time for the purpose of installing, repairing, replacing or maintaining improvements to its public facilities or public utilities necessary for the health, safety and welfare of the public or for any other public purpose. The City shall bear no responsibility or liability for damage or disruption or other adverse consequences resulting from the Improvements installed by Licensee, but the City will make reasonable efforts to minimize such damage. The City shall bear responsibility or liability for damage or disruption or other adverse consequences to the Improvements that are caused solely by a City action. Nothing in this agreement shall be construed to waive any immunity or defense, including sovereign and governmental immunity.

6.

Licensee agrees to pay to City at the time this Agreement is requested an application

fee of $325.00 in order to defray all costs of inspection and supervision which City has incurred or will incur as a result of the construction, maintenance, inspection or management of the encroachments and uses provided for by this Agreement. Licensee agrees to pay a fee in the amount of $.56 per square/linear foot of the encroachment area upon execution of this Agreement and annually thereafter This will be considered adequate consideration for the Initial Term. Should Licensee choose to renew the contract, these fees shall be paid again for the Renewal Term.

7.

The initial term of this Agreement shall be for **thirty (30)** years commencing on the date this Agreement is executed. (the "**Initial Term**"). However, this Agreement shall terminate upon Licensee's non-compliance with any of the terms of this Agreement. The City shall notify Licensee in writing of the non-compliance, and if not cured within **thirty (30)** days of Licensee receiving notice, this Agreement shall be terminated. However, if such non-compliance is not susceptible to cure within **thirty (30)** days, Licensee must notify the City in writing within **thirty (30)** days that they will take necessary and reasonable steps to remedy the non-compliance and will thereafter proceed diligently and with continuity to remedy the non-compliance. Should Licensee fail to provide any of the required notices or proceed diligently and with continuity, this Agreement will be terminated.

In addition to the Initial Term, Licensee has the option to renew the Initial Term of this Agreement for a successive period of **thirty (30)** years (a "**Renewal Term**"), the Renewal Term will be upon the same terms and conditions as the Initial Term. Licensee shall notify the City at least **six (6)** months before end of the Initial Term of its intent to renew the Agreement.

8.

Upon termination of this Agreement, Licensee shall at no expense to the City and within **sixty (60)** days, remove the Improvements encroaching into the Public Right-of-Way, and restore the Public Right-of-Way to a condition acceptable to the Director of Public Works, or his or her duly authorized representative, in accordance with then-existing City specifications. It is understood and agreed by Licensee that if this Agreement terminates and Licensee fails to remove the Improvements and restore the Public Right-of-Way, Licensee hereby gives the City permission to remove the Improvements along with any supporting structures, restore the Public Right-of-Way, and assess a lien on the Property for the costs expended by the City in taking such actions.

The City may terminate this Agreement early by relocating the Improvements to a mutually agreeable location, so that they are no longer encroaching upon the Public Right of Way.

9.

It is further understood and agreed between the parties hereto that the Public Right-of-Way to be used and encroached upon as described herein, is held by the City as trustee for the public; that the City exercises such powers over the public right-of way as have been delegated to it by the Constitution of the State of Texas or by the Texas Legislature; and that the City cannot contract

away its duty and its legislative power to control the Public Right-of-Way for the use and benefit of the public. It is accordingly agreed that if the governing body of the City may at any time during the term hereof determine in its sole discretion to use or cause or permit the Public Right-of-Way to be used for city utilities including drainage, sanitary sewerage, whether presently contemplated or not, that this Agreement shall terminate upon **sixty (60)** days with written notice to Licensee. In the event this Agreement is terminated under this **Section 8,** Licensee shall perform the obligations regarding removing the Improvements and restoring the Public Right-of-Way described in **Section 7**.

10.

Licensee agrees and acknowledges that this Agreement is solely for the purpose of permitting Licensee to construct, maintain and locate the Improvements over or within the described Public Right-of-Way and is not a conveyance of any right, title or interest in or to the Public Right-of-Way nor is it meant to convey any right to use or occupy any property in which a third party may have an interest. Licensee agrees that it will obtain all necessary permissions before occupying such property.

11.

Licensee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the construction, operation and maintenance of the Improvements, encroachment and uses.

12.

Licensee agrees to pay promptly when due all fees, taxes or rentals provided for by this Agreement or by any federal, state or local statute, law or regulation.

13.

Licensee covenants and agrees that it shall operate hereunder as an independent contractor as to all rights and privileges granted hereunder and not as an officer, agent, servant or employee of the City, and Licensee shall have exclusive control of and the exclusive right to control the details of its operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. The doctrine of respondeat superior shall not apply as between the City and Licensee, its officers, agents, servants, employees, contractors and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Licensee.

14.

LICENSEE COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND ELECTED OFFICIALS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR

PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF THE IMPROVEMENTS AND ENCROACHMENT AND USES GRANTED HEREUNDER, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, ELECTED OFFICIALS, OR INVITEES OF THE CITY; AND LICENSEE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. LICENSEE SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY THE CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE IMPROVEMENTS AND ANY AND ALL ACTS OR OMISSIONS OF LICENSEE, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS.

15.

While this Agreement is in effect, Licensee agrees to furnish the City with a Certificate of Insurance naming the City as certificate holder, as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the proposed use and occupancy of public property as described or depicted in **Exhibit "A"**.

The amounts of such insurance shall be not less than

$1,000,000 Commercial General Liability

With the understanding and agreement by Licensee that such insurance amounts may be revised upward at the City's option, with a maximum limit of $2,000,000, and that Licensee shall so revise such amounts promptly following notice to Licensee of such requirement. Such insurance policy shall not be amended without at least **thirty (30)** days prior written notice to the Director of Public of the City of Saginaw. A copy of such Certificate of Insurance is attached as **Exhibit "D"** and incorporated herein for all purposes. Licensee agrees to submit a similar Certificate of Insurance annually to the City on the anniversary date of the execution of this Agreement.

Licensee agrees, binds and obligates itself, its successors and assigns, to maintain and keep in force such public liability insurance at all times during the term of this Agreement and until the removal of all encroachments and the cleaning and restoration of the Public Right-of-Way. All insurance coverage required herein shall include coverage of all Licensees' contractors and subcontractors.

16.

Upon execution of this Agreement, Licensee agrees to deposit with the City a sufficient sum of to pay all fees necessary to record this Agreement in the Real Property Records of Tarrant County, Texas. After being recorded, the original shall be returned to the City Secretary of the City of Saginaw.

17.

In any action brought by the City for the enforcement of the obligations of the Licensee, City shall be entitled to recover interest and reasonable attorney's fees.

18.

Licensee covenants and agrees that it will not assign all or any of its rights, privileges or duties under this Agreement without the prior written approval of the City, which approval shall not be unreasonably conditioned or withheld, and any attempted assignment without such written approval shall be void. In the event Licensee conveys the Property, Licensee may assign all of its rights and obligations under this Agreement to the new owner of the Property, and Licensee shall be deemed released from its duties and obligations hereunder upon City's approval in writing of such assignment, which approval shall not be unreasonably conditioned or withheld. Foreclosure by a secured lender of Licensee or assignment to a secured lender by Licensee in the event of default or otherwise shall not require City approval, provided that said lender notifies the City in writing within **sixty (60)** days of such foreclosure or assignment and assumes all of Licensees' rights and obligations hereunder. However, no change of ownership due to foreclosure or assignment to any secured lender of Licensee shall be effective as to City unless and until written notice of such foreclosure or assignment is provided to City.

19.

THE PARTIES AGREE THAT THE DUTIES AND OBLIGATIONS CONTAINED IN PARAGRAPH 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

20.

Any cause of action for breach of this Agreement shall be brought in Tarrant County, Texas. This Agreement shall be governed by the laws of the State of Texas.

21.

If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

22.

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 the Agreement shall be construed as constituting a waiver of the City's police power, which cannot be waived, 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 this License is subject to the provisions of Subchapter I of Chapter 271, TEXAS

LOCAL GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including, but not limited to, all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

23.

This Agreement shall be binding upon the parties hereto, their successors and assigns.

THIS AGREEMENT may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

City:

City of Saginaw

By: _____

Todd Flippo, Mayor

Date: _____

Licensee:

By: _____

Name:

Title:

Date: _____

ATTEST:

By: _____

Janice England, City Secretary

Approved As To Form and Legality:

By: _____

Bryn Meredith, City Attorney

STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared **Randy Newsom**, Director of the Public Works Department of the City of Saginaw, on behalf the City of Saginaw, and 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 202_.

_____

Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____(Name)_____, _____(Title)_____, on behalf of _____(Entity)_____, and 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 consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 202_.

_____

Notary Public, State of Texas

My Commission Expires: _____

Exhibit "A"
Legal Description

EXHIBIT "A"

February 8, 2023

Legal Description

BEING 3,657 square feet (0.0839 acres) of land, more or less, situated in Tarrant County, Texas, in the David Cook Survey, Abstract Number 345, and being a portion of that called 8.731 acre tract of land described by Special Warranty Deed executed September 30, 2016 to Fuel City Saginaw LLC, recorded in Document Number D216232245, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said Fuel City tract also being known as that called 8.538 acre Block 1, Lot 1, Triad Addition, according to the map or plat effective May 2, 1996, recorded in Cabinet A, Page 2958, O.P.R.T.C.T., and being further described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found being the southwest corner of said Lot 1 and the southeast corner of a called 7.292 acre tract described as Block 1, Lot 2 in said plat, in the south line of a 5 foot permanent right-of-way easement described to City of Saginaw, recorded in Document Number D217112653, O.P.R.T.C.T. from which a 1/2 inch iron rod with cap stamped DEOTTE found, being the northwest corner of said Lot 1 and the northeast corner of said Lot 2, in the south right-of-way line of Triad Boulevard, a private 60 foot right-of-way, also known as Block 6, Lot 1 of said plat, bears North 00° 37' 30" West, a distance of 548.56 feet;

THENCE North 89° 32' 30" East, along the common south line of said Lot 1 and the south line of said permanent right-of-way easement, a distance of 331.47 feet to a point;

THENCE North 00° 27' 30" West, across said Lot 1 and said permanent right-of-way easement, a distance of 5.00 feet to a Magnail with shiner stamped "COBBFENDLEY BOUNDARY" set in the north right-of-way line of Industrial Avenue, a variable width right-of-way, no deed of record found, and being the **POINT OF BEGINNING** having surface coordinates of North 6,994,223.38 and East 2,323,634.08 and being the southwest corner of herein described tract;

1) **THENCE** North 00° 27' 30" West, across said Lot 1 and along a west line of herein described tract, a distance of 9.00 feet to a Magnail with shiner stamped "COBBFENDLEY BOUNDARY" set, being a northwest corner of herein described tract;

2) **THENCE** North 89° 32' 30" East, continuing across said Lot 1 and along a north line of herein described tract, a distance of 332.21 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set, being the beginning of a non-tangent curve to the left;

3) **THENCE** along said non-tangent curve to the left, continuing across said Lot 1 and along a north line of herein described tract, an arc distance of 18.75 feet, through a central angle of 14° 31' 03", a radius of 74.00 feet, and a long chord which bears North 63° 08' 59" East, a chord distance of 18.70 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set for an entrant corner of herein described tract;

4) **THENCE** North 01° 01' 10" West, continuing across said Lot 1 and along a west line of herein described tract, a distance of 21.27 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set, being a northwest corner of herein described tract;

EXHIBIT "A"

Legal Description

5) **THENCE** North 43° 58' 50" East, continuing across said Lot 1 and along a north line of herein described tract, a distance of 14.88 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set in the common east line of said Lot 1 and the west right-of-way line of Farm to Market 156 (FM 156), also known as Blue Mound Road, a variable width right-of-way, being the northeast corner of herein described tract;

6) **THENCE** South 00° 34' 11" East, along the common east line of said Lot 1, said west right-of-way line of FM 156, and the east line of herein described tract, a distance of 49.21 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set at the intersection of said west right-of-way line of FM 156 and the said north right-of-way line of Industrial Avenue, being the northeast corner of said permanent right-of-way easement and the southeast corner of herein described tract;

7) **THENCE** South 89° 32' 30" West, across said Lot 1 and along the common north line of said permanent right-of-way easement and said north right-of-way line of Industrial Avenue, a distance of 359.27 feet to the **POINT OF BEGINNING** and containing 3,657 square feet (0.0839 acres) of land, more or less.

EXHIBIT "A"

Legal Description

Note: Bearings shown herein are referenced to the Texas Coordinate System of 1983, North Central Zone (4202), and are based upon the North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.

Note: All distances and coordinates shown herein are U.S. Survey Feet adjusted to Surface, unless noted otherwise, using a Surface Adjustment Factor of 1.00012.
(Grid Northing & Grid Easting x 1.00012 = Surface) origin 0,0.

Note: This written description is accompanied by a survey plat which covers the identical parcel that is shown herein, signed and sealed on even date herewith and is hereby made a part of this document.

Note: Field surveys were performed in October of 2021. Monumentation was set in February of 2023.

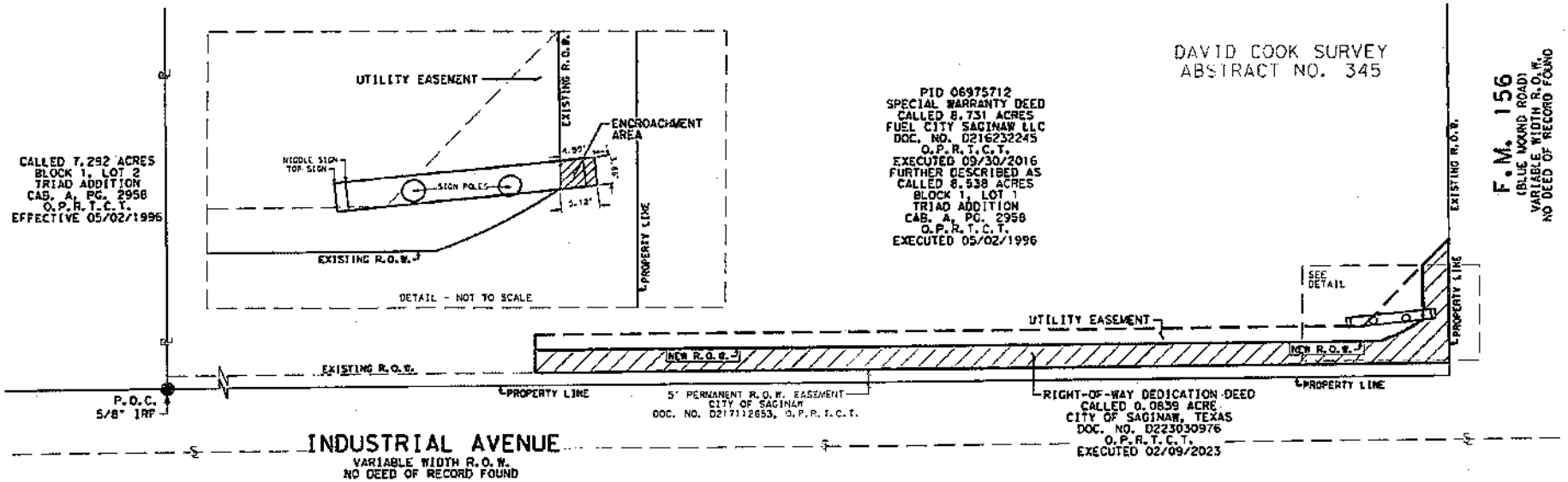
I, Jeffrey L. Fansler, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this written description and accompanying plat of even survey date represents an actual survey made on the ground under my supervision.

Jeffrey L. Fansler 2023-02-08

Jeffrey L. Fansler
Texas Registered Professional Land Surveyor #4348
TBPELS Land Surveying Firm No. 10046700
Cobb, Fendley and Associates, Inc.
One Ridgmar Centre
6500 West Freeway, Suite 300
Fort Worth, Texas 76116
Phone: 817.445.1016 Fax: 817.445.1017

STATE OF TEXAS
REGISTERED
JEFFREY L. FANSLER
4348
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"
PAGE 1 OF 1



CALLED 2.001 ACRES
BLOCK A, LOT 1A
RANCHO NORTH INDUSTRIAL
PARK UNIT NO. 1
CAB. B, PG. 751
O.P.R.T.C.T.
EFFECTIVE 08/20/1992

JOHN HIBBINS SURVEY
ABSTRACT NO. 638

CALLED 2.001 ACRES
BLOCK A, LOT 1B
RANCHO NORTH INDUSTRIAL
UNIT NO. 1
CAB. B, PG. 751
O.P.R.T.C.T.
EFFECTIVE 08/20/1992

LEGEND

- = DESCRIBED ACQUISITION
- = EXISTING ROW
- = RIGHT-OF-WAY PARCEL
- = PROPERTY LINE
- = EASEMENT
- = APPROX. SURVEY LINE
- = PROPOSED BASELINE
- = FEE HOOK

O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
DOC. NO. = DOCUMENT NUMBER
VOL. = VOLUME
PG. = PAGE
CAB. = CABINET
R.O.W. = RIGHT-OF-WAY
IRF = IRON ROD FOUND

△ = X-CUT SET (UNLESS OTHERWISE NOTED)

○ = SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "COBB FENDLEY & ASSOCIATES" OR AS OTHERWISE NOTED

● = MONUMENT FOUND (AS NOTED)

NOTES:

1. BASIS OF BEARING IS GRID NORTH, REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, EPOCH 2010.

2. ALL DISTANCES AND COORDINATES SHOWN HEREIN ARE U.S. SURVEY FEET ADJUSTED TO SURFACE, UNLESS NOTED OTHERWISE, USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.
(GRID NORTHING & GRID EASTING X 1.00012 = SURFACE) ORIGIN 0,0.

3. THIS SURVEY PLAT IS ACCOMPANIED BY A WRITTEN DESCRIPTION WHICH COVERS THE IDENTICAL PARCEL THAT IS SHOWN HEREIN, SIGNED AND SEALED ON EVEN DATE HEREWITH AND IS HEREBY MADE A PART OF THIS DOCUMENT.

4. FIELD SURVEYS WERE PERFORMED IN OCTOBER OF 2021. MONUMENTATION WAS SET IN MAY OF 2023.

I HEREBY CERTIFY THAT THIS PLAT HEREIN AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN SURVEY DATE REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Released for review on May 19, 2023.

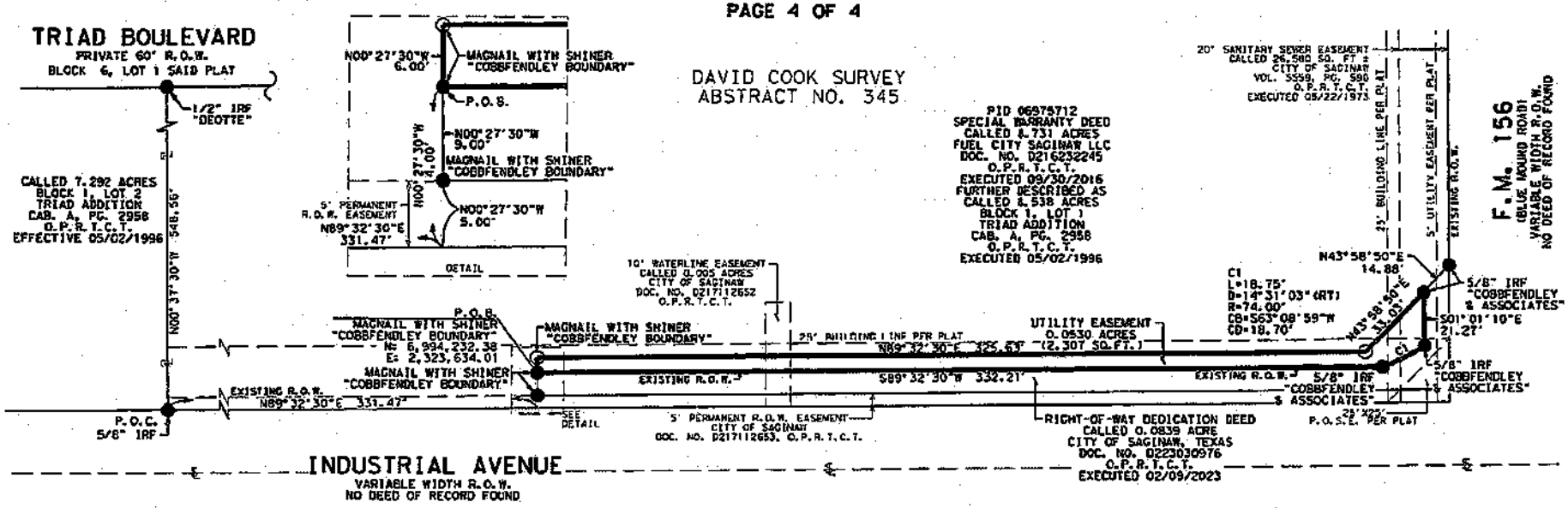
JEFFREY L. FANSLER, RPLS NO. 4348 DATE
COBB, FENDLEY & ASSOCIATES, INC.
TBPELS LAND SURVEYING FIRM NO. 10046700

GRID
SCALE: 1"=60'
30 0 15 30 60
SCALE IN FEET

EXHIBIT "B"

Location and Description of Encroachment and Improvements

EXHIBIT "B"
PAGE 4 OF 4



CALLED 2.001 ACRES
BLOCK A, LOT 1A
RANCHO NORTH INDUSTRIAL
PARK UNIT NO. 1
CAB. B, PG. 751
O.P.R.T.C.T.
EFFECTIVE 08/20/1992

JOHN HIBBINS SURVEY
ABSTRACT NO. 638

QUICK CLAIM DEED
CALLED 2.0755 ACRES
QT SOUTH, LLC
DOC. NO. D220101248
O.P.R.T.C.T.
EXECUTED 05/02/2020
FURTHER DESCRIBED AS
CALLED 2.001 ACRES
BLOCK A, LOT 1B
RANCHO NORTH INDUSTRIAL
UNIT NO. 1
CAB. B, PG. 751
O.P.R.T.C.T.
EFFECTIVE 08/20/1992

LEGEND

- = DESCRIBED ACQUISITION
- = EXISTING ROW
- = RIGHT-OF-WAY PARCEL
- = PROPERTY LINE
- = EASEMENT
- = APPROX. SURVEY LINE
- = PROPOSED BASELINE
- = FEE HOOK

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△ = X-CUT SET (UNLESS OTHERWISE NOTED)

○ = SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "COBB FENDLEY & ASSOCIATES" OR AS OTHERWISE NOTED

● = MONUMENT FOUND (AS NOTED)

NOTES:

1. BASIS OF BEARING IS GRID NORTH, REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, EPOCH 2010.

2. ALL DISTANCES AND COORDINATES SHOWN HEREIN ARE U.S. SURVEY FEET ADJUSTED TO SURFACE, UNLESS NOTED OTHERWISE, USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.
(GRID NORTHING & GRID EASTING X 1.00012 = SURFACE) ORIGIN 0,0.

3. THIS SURVEY PLAT IS ACCOMPANIED BY A WRITTEN DESCRIPTION WHICH COVERS THE IDENTICAL PARCEL THAT IS SHOWN HEREIN, SIGNED AND SEALED ON EVEN DATE HEREWITH AND IS HEREBY MADE A PART OF THIS DOCUMENT.

4. FIELD SURVEYS WERE PERFORMED IN OCTOBER OF 2021. MONUMENTATION WAS SET IN MAY OF 2023.

I HEREBY CERTIFY THAT THIS PLAT HEREIN AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN SURVEY DATE REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Jeffrey L. Fansler 2023-05-22
JEFFREY L. FANSLER, RPLS NO. 4348 DATE
COBB, FENDLEY & ASSOCIATES, INC.
TBPELS LAND SURVEYING FIRM NO. 10046700

STATE OF TEXAS
REGISTERED
JEFFREY L. FANSLER
4348
PROFESSIONAL
LAND SURVEYOR

GRID
SCALE: 1"=60'
30 0 15 30 60
SCALE IN FEET

EXHIBIT "C"

Legal Description of Right of Way Donation

Please Reference Exhibit A.

EXHIBIT "D"

Certificate of Insurance

Will be provided prior to CC meeting.

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Acceptance of the Permanent Right -of-Way Easement for the FM156 at Industrial Intersection Project (CSJ# 0718-02-076) from Fuel City, LLC--Randy Newsom, Director of Public Works

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Consent Agenda	Item: H

Reference File

BACKGROUND/DISCUSSION:

The FM156 at Industrial Intersection Project is a Texas Department of Transportation Project and funded through the North Central Texas Council of Governments COVID-19 Infrastructure Project. The City of Saginaw has taken the lead as the Local Sponsor having primary responsibility for utility clearance and right-of-way for the project. The project will require a future Advanced Funding Agreement to finalize costs of the construction phase.

On October 18, 2022, City Council authorized Task 2 amendment to a professional services contract with Cobb, Fendley & Associates, Inc. to manage and negotiate right-of-way required for the FM156 at Industrial Intersection Project (CSJ# 0718-02-076).

Fuel City Saginaw, LLC has provided a Permanent Right-of-Way Easement to construct a turn lane along their frontage.

The proposed right-of-way easement is approximately 0.0839 acres of land. A fee of ten dollars ($10.00) is to be paid to Fuel City Saginaw, LLC (Grantor) by the City of Saginaw (Grantee) for the Permanent Right-of-Way Easement which allows access to Fuel City property for the construction of a turn lane.

FINANCIAL IMPACT:

$10.00 which will come from the Blue Mound/Industrial Improvements Account #06-1516-20-00.

RECOMMENDATION:

It is recommended that the Permanent Right-of-Way Easement from Fuel City Saginaw, LLC be accepted and filed for Record in the Deed Records of Tarrant County, Texas.

CITY OF SAGINAW
PERMANENT RIGHT OF WAY EASEMENT

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

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

That Fuel City Saginaw LLC, a Texas limited liability company ("Grantor"), for and in consideration of TEN DOLLARS and No/100 Dollars ($10.00) and other good and valuable consideration paid by the City of Saginaw, Texas ("Grantee"), a municipal corporation of Tarrant County, Texas, whose mailing address is [_____], the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby grant, bargain and convey to said Grantee, its successors and assigns all of Grantor's interest in that certain land or parcels of land in Tarrant County, Texas, being described on Exhibit A attached hereto for the use and benefit of the public as a perpetual right-of-way easement for the passage and accommodation of vehicular and pedestrian traffic, and the right to construct, reconstruct, repair, relocate, operate and perpetually maintain public street and/or drainage and utility facilities, and all other facilities or purposes for which a public street and right-of-way is commonly used, together with all necessary appurtenances thereto, and with the right and privilege at any and all times, to enter said premises, or any part thereof, as is necessary for making connections therewith, or for the proper use of any other right granted herein, in upon and across, as more particularly described and depicted in the attached Exhibit A, which is incorporated herein by reference (the "Property"):

Grantor reserves the right to own, operate, maintain, access, and use the existing business sign, pole and sign foundation and other private facilities being described on Exhibit B attached hereto located within the dedicated easement with no restrictions. Grantor agrees that future expansion or alterations of the private facilities or the installation of new private facilities will require approval from the Director of Public Works for the City of Saginaw or other appointed person properly designated by the City of Saginaw to act in that capacity.

Grantee acknowledges that relocations or alterations of the existing private facilities to accommodate public facilities or public utilities necessary for the health, safety and welfare of the public or for any other public purpose will be at no cost to the Grantor.

Grantor may not assign its interest in this Property without obtaining the prior written consent of Grantee, which shall not be unreasonably withheld, Grantor hereby agrees that any assignment by Grantor in contravention of this provision shall be void and shall not relieve Grantor of its obligations and liabilities hereunder.

TO HAVE AND TO HOLD the above-described permanent easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind itself, its heirs and assigns, to warrant and to forever defend all and singular premises

unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2023.

GRANTOR:

Name: ***---------- --------

Title: _____

ACKNOWLEDGEMENT

STATE OF Texas..... §
§
COUNTY OF TARRANT)) §

Before me, the undersigned authority, on this day personally appeared _____, a person either known to me or proved to me through legal identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacities represented and for the purposes and consideration therein expressed.

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

(Seal and Expiration)

NOTARY PUBLIC STATE OF TEXAS
JERRILYN WILLIAMS
Notary ID #131758196
My Commission Expires
October 31, 2026

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument dated the _day of____ _, 2023 to the City of Saginaw, Texas, has been duly accepted subject to all terms and conditions contained therein by the City Council, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

Dated: .....

_____
Mayor, City of Saginaw

ATTEST:

_____
City Secretary

AFTER FILING, PLEASE RETURN TO:

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

EXHIBIT "A"

Legal Description

BEING 3,657 square feet (0.0839 acres) of land, more or less, situated in Tarrant County, Texas, in the David Cook Survey, Abstract Number 345, and being a portion of that called 8.731 acre tract of land described by Special Warranty Deed executed September 30, 2016 to Fuel City Saginaw LLC, recorded in Document Number D216232245, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said Fuel City tract also being known as that called 8.538 acre Block 1, Lot 1, Triad Addition, according to the map or plat effective May 2, 1996, recorded in Cabinet A, Page 2958, O.P.R.T.C.T., and being further described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found being the southwest comer of said Lot 1 and the southeast comer of a called 7.292 acre tract described as Block l, Lot 2 in said plat, in the south line of a *5* foot permanent right-of-way easement described to City of Saginaw, recorded in Document Number D217112653, O.P.R.T.C.T. from which a 1/2 inch iron rod with cap stamped DEOTTE found, being the northwest comer of said Lot 1 and the northeast comer of said Lot 2, in the south right-of-way line of Triad Boulevard, a private 60 foot right-of-way, also known as Block 6, Lot 1 of said plat, bears North 00° 37' 30" West, a distance of 548.56 feet;

THENCE North 89° 32' 30" East, along the common south line of said Lot 1 and the south line of said permanent right-of-way easement, a distance of 331.47 feet to a point;

THENCE North 00° 27' 30" West, across said Lot 1 and said permanent right-of-way easement, a distance of 5.00 feet to a Magnall with shiner stamped "COBBFENDLEY BOUNDARY" set in the north right-of-way line of Industrial Avenue, a variable width right-of-way, no deed of record found, and being the **POINT OF BEGINNING** having surface coordinates ofNorth 6,994,223.38 and East 2,323,634.08 and being the southwest comer of herein described tract;

1) **THENCE** North 00° 27' 30" West, across said Lot I and along a west line of herein described tract, a distance of 9.00 feet to a Magnail with shiner stamped "COBBFENDLEY BOUNDARY" set, being a northwest comer of herein described tract;

2) **THENCE** North 89° 32' 30" East, continuing across said Lot 1 and along a north line of herein described tract, a distance of 332.21 feet to a *5/8* inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set, being the beginning of a non-tangent curve to the left;

3) **THENCE** along said non-tangent curve to the left, continuing across said Lot 1 and along a north line of herein described tract, an arc distance of 18.75 feet, through a central angle of 14° 31' 03", a radius of 74.00 feet, and a long chord which bears North 63° 08' *59"* East, a chord distance of 18.70 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set for an entrant comer of herein described tract;

4) THENCE North 01° 01' 10" West, continuing across said Lot 1 and along a west line ofherein described tract, a distance of 21.27 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set, being a northwest comer of herein described tract;

Legal Description

5) THENCE North 43° 58' 50" East, continuing across said Lot 1 and along a north line of herein described tract, a distance of 14.88 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set in the common east line of said Lot 1 and the west right-of-way line of Farm to Market 156 (FM 156), also known as Blue Mound Road, a variable width right-of-way, being the northeast corner of herein described tract;

6) **THENCE** South 00° 34' 11" East, along the common east line of said Lot 1, said west right-of-way line of FM 156, and the east line of herein described tract, a distance of 49.21 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set at the intersection of said west right-of-way line of FM 156 and the said north right-of-way line of Industrial Avenue, being the northeast corner of said permanent right-of-way easement and the southeast corner of herein described tract;

7) **THENCE** South 89° 32' 30" West, across said Lot 1 and along the common north line of said permanent right-of-way easement and said north right-of-way line of Industrial Avenue, a distance of 359.27 feet to the **POINT OF BEGINNING** and containing 3,657 square feet (0.0839 acres) of land, more or less.

EXHIBIT "A"

May 22, 2023

Legal Description
Utility Easement

BEING 0.0530 acre (2,307 square feet) of land, more or less, situated in Tarrant County, Texas, in the David Cook Survey, Abstract Number 345, and being a portion of that called 8.731 acre tract of land described by Special Warranty Deed executed September 30, 2016 to Fuel City Saginaw LLC, recorded in Document Number D216232245, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), further described as that called 8.538 acre Block 1, Lot 1, Triad Addition, according to the map or plat executed May 2, 1996, recorded in Cabinet A, Page 2958, O.P.R.T.C.T., and being further described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found being the Southwest corner of said Lot 1 and the Southeast corner of a called 7.292 acre tract described as Block 1, Lot 2 in said plat, in the South line of a 5 foot permanent right-of-way easement described to City of Saginaw, recorded in Document Number D217112653, O.P.R.T.C.T. from which a 1/2 inch iron rod with cap stamped "DEOTTE" found, being the Northwest corner of said Lot 1 and the Northeast corner of said Lot 2, in the South right-of-way line of Triad Boulevard, a private 60 foot right-of-way, also known as Block 6, Lot 1 of said plat, bears North 00° 37' 30" West, a distance of 548.56 feet;

THENCE North 89° 32' 30" East, along the South line of said Lot 1 and the South line of said permanent right-of-way easement, a distance of 331.47 feet to a point;

THENCE North 00° 27' 30" West, across said Lot 1 and said permanent right-of-way easement, passing at a distance of 5.00 feet, a Magnail with shiner stamped "COBBFENDLEY BOUNDARY" found being an entrant corner of said Lot 1, the Southwest corner of a called 0.0839 acre tract of land described by Right-of-Way Dedication Deed executed February 9, 2023 to City of Saginaw, Texas, recorded in Document Number D223030976, O.P.R.T.C.T., and an entrant corner of the existing North right-of-way line of Industrial Avenue, a variable width right-of-way, no deed of record found, in the north line of said permanent right-of-way easement, continuing along an East line of said Lot 1 and the West line of said City of Saginaw tract, a total distance of 14.00 feet to a Magnail with shiner stamped "COBBFENDLEY BOUNDARY" found being an entrant corner of said Lot 1, the Northwest corner of said City of Saginaw Tract, and the **POINT OF BEGINNING** having surface coordinates of North 6,994,232.38 and East 2,323,634.01;

1) **THENCE** North 00° 27' 30" West, across said Lot 1 and along the West line of herein described tract, a distance of 6.00 feet to a Magnail with shiner stamped "COBBFENDLEY BOUNDARY" set, being the Northwest corner of herein described tract;

2) **THENCE** North 89° 32' 30" East, continuing across said Lot 1 and along the North line of herein described tract, a distance of 325.63 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set;

EXHIBIT "A"

Legal Description
Utility Easement

3) **THENCE** North 43° 58' 50" East, continuing across said Lot 1 and along the North line of herein described tract, a distance of 33.03 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" found being an entrant corner of said Lot 1, a Northwest corner of said City of Saginaw tract, and the Northeast corner of herein described tract, in the existing West right-of-way line of Farm to Market 156 (F.M. 156), a variable width right-of-way, no deed of record found, from which a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" found being an entrant corner of said Lot 1, the Northeast corner of said City of Saginaw tract, and an entrant corner of the existing West right-of-way line of said F.M. 156 bears North 43° 58' 50" East, a distance of 14.88 feet;

4) **THENCE** South 01° 01' 10" East, along the East line of said Lot 1, a West line of said City of Saginaw tract, and the East line of herein described tract, a distance of 21.27 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" found being the Southeast corner of said Lot 1, an entrant corner of said City of Saginaw tract, the Southeast corner of herein described tract, and the point of curvature for a non-tangent curve to the right;

5) **THENCE** along said non-tangent curve to the right, a South line of said Lot 1, the North line of said City of Saginaw tract, and the South line of herein described tract, an arc distance of 18.75 feet, through a central angle of 14° 31' 03", a radius of 74.00 feet, and a long chord which bears South 63° 08' 59" West, a chord distance of 18.70 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" found;

6) **THENCE** South 89° 32' 30" West, continuing along a South line of said Lot 1, the North line of said City of Saginaw tract, and the South line of herein described tract, a distance of 332.21 feet to the **POINT OF BEGINNING** and containing 0.0530 acre (2,307 square feet) of land, more or less.

EXHIBIT "A"

Legal Description
Utility Easement

Note: Basis of bearing is Grid North, referenced to the Texas Coordinate System of 1983, North Central Zone (4202), and based upon the North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.

Note: All distances and coordinates shown herein are U.S. Survey Feet adjusted to Surface, unless noted otherwise, using a Surface Adjustment Factor of 1.00012.
(Grid Northing & Grid Easting x 1.00012 = Surface) origin 0,0.

Note: This written description is accompanied by a survey plat which covers the identical parcel that is shown herein, signed and sealed on even date herewith and is hereby made a part of this document.

Note: Field surveys were performed in October of 2021. Monumentation was set in May of 2023.

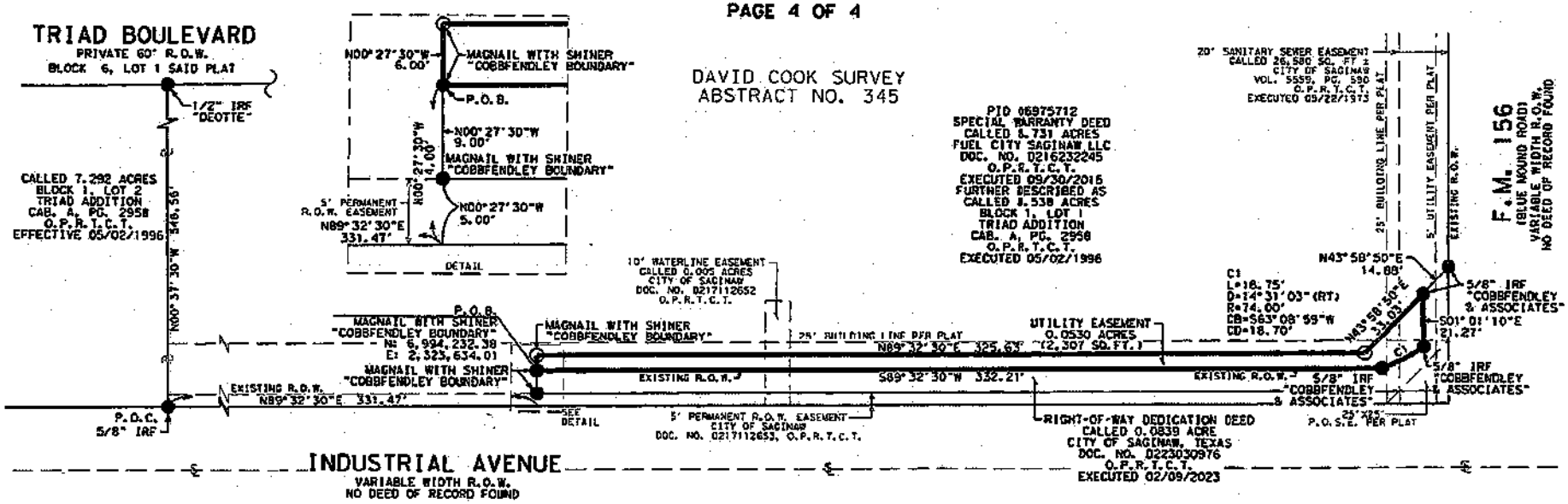
I, Jeffrey L. Fansler, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this written description and accompanying plat of even survey date represents an actual survey made on the ground under my supervision.

2023-05-22

Jeffrey L. Fansler
Texas Registered Professional Land Surveyor #4348
TBPELS Land Surveying Firm No. 10046700
Cobb, Fendley and Associates, Inc.
One Ridgmar Centre
6500 West Freeway, Suite 300
Fort Worth, Texas 76116
Phone: 817.445.1016 Fax: 817.445.1017

STATE OF TEXAS
REGISTERED
JEFFREY L. FANSLER
4348
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"
PAGE 4 OF 4



CALLED 2.001 ACRES
BLOCK A, LOT 1A
RANCHO NORTH INDUSTRIAL
PARK UNIT NO. 1
CAB. B, PG. 751
O.P.R.T.C.T.
EFFECTIVE 08/20/1992

JOHN HIBBINS SURVEY
ABSTRACT NO. 638

QUICK CLAIM DEED
CALLED 2.0755 ACRES
QT SOUTH, LLC
DOC. NO. D220101248
O.P.R.T.C.T.
EXECUTED 05/02/2020
FURTHER DESCRIBED AS
CALLED 2.001 ACRES
BLOCK A, LOT 1B
RANCHO NORTH INDUSTRIAL
UNIT NO. 1
CAB. B, PG. 751
O.P.R.T.C.T.
EFFECTIVE 08/20/1992

LEGEND

- DESCRIBED ACQUISITION
- EXISTING ROW
- RIGHT-OF-WAY PARCEL
- PROPERTY LINE
- EASEMENT
- APPROX. SURVEY LINE
- PROPOSED BASELINE
- FEE HOOK

O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
DOC. NO. = DOCUMENT NUMBER
VOL. = VOLUME
PG. = PAGE
CAB. = CABINET
R.O.W. = RIGHT-OF-WAY
IRF = IRON ROD FOUND
△ = X-CUT SET (UNLESS OTHERWISE NOTED)
○ = SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "COBB FENDLEY & ASSOCIATES" OR AS OTHERWISE NOTED
● = MONUMENT FOUND (AS NOTED)

NOTES:

1. BASIS OF BEARING IS GRID NORTH, REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, EPOCH 2010.
2. ALL DISTANCES AND COORDINATES SHOWN HEREIN ARE U.S. SURVEY FEET ADJUSTED TO SURFACE, UNLESS NOTED OTHERWISE, USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.
(GRID NORTHING & GRID EASTING X 1.00012 = SURFACE) ORIGIN 0,0.
3. THIS SURVEY PLAT IS ACCOMPANIED BY A WRITTEN DESCRIPTION WHICH COVERS THE IDENTICAL PARCEL THAT IS SHOWN HEREIN, SIGNED AND SEALED ON EVEN DATE HEREWITH AND IS HEREBY MADE A PART OF THIS DOCUMENT.
4. FIELD SURVEYS WERE PERFORMED IN OCTOBER OF 2021. MONUMENTATION WAS SET IN MAY OF 2023.

I HEREBY CERTIFY THAT THIS PLAT HEREIN AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN SURVEY DATE REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Jeffrey L. Fansler 2023-05-22
JEFFREY L. FANSLER, RPLS NO. 4348 DATE
COBB, FENDLEY & ASSOCIATES, INC.
TBPELS LAND SURVEYING FIRM NO. 10046700

STATE OF TEXAS REGISTERED JEFFREY L. FANSLER 4348 PROFESSIONAL LAND SURVEYOR

GRID
SCALE: 1"=60'
30 0 15 30 60
SCALE IN FEET

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action Regarding Acceptance of Two (2) Fire Lane, Access, Utility and Drainage Easements from Bright Living Saginaw III, LLC--Randy Newsom, Director of Public Works

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Consent Agenda	Item: I

Reference File

BACKGROUND/DISCUSSION:

Bright Living Saginaw III, LLC (Grantor) is granting to the CIty of Saginaw (Grantee) two (2) Fire Lane, Access, Utility and Drainage Easements. One proposed easement is approximately 0.0049 acres of land and the second easement is approximately 0.0099 acres. A fee of $10.00 each is to be paid to Bright Living Saginaw III, LLC (Grantor) by the City of Saginaw (Grantee) for these two easements.

FINANCIAL IMPACT:

The $20.00 will come from the Public Services Capital Outlay Account 01-7000-06-00.

RECOMMENDATION:

It is recommended that the two (2) Fire Lane, Access, Utility and Drainage Easements from Bright Living Saginaw III, LLC be accepted and filed for Record in the Deed Records of Tarrant County, Texas.

CITY OF SAGINAW
FIRE LANE, ACCESS, UTILITY
AND DRAINAGE EASEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

THAT, BRIGHT LIVING SAGINAW III, LLC, a Texas limited liability company (the "Grantor"), for and in consideration of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the City of Saginaw, Texas, a municipal corporation located in Tarrant County, Texas (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto Grantee, a permanent and perpetual easement (the "Easement") for laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of (a) drainage facilities and all related connections and appurtenances, (b) pedestrian access facilities, including but not limited to sidewalks, paths, retaining walls, curbs, manholes, manhole vents, lateral line connections, valves, pipelines, water meters and junction boxes (collectively, the "Drainage, Utility and Pedestrian Access Facilities"), and (c) the construction and maintenance of fire lanes and all necessary appurtenances thereto (the "Fire Lane Facilities"; and together with the Drainage, Utility and Pedestrian Access Facilities, hereinafter sometimes collectively referred to as the "Facilities"), upon and across that certain parcel of land more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities, across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, convenient or appropriate to effectuate the purposes for which the Easement is granted.

Grantor expressly reserves the right to the use and the enjoyment of the surface of the Easement Tract for any and all purposes; provided, however, that such use and enjoyment of the surface of the Easement Tract shall not interfere with or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding any herein to the contrary, the Grantor shall not, without the prior written consent - and subject to any conditions of such consent - of the Grantee (a) construct or place or allow to be constructed or placed any fence, house, building, structure, pavement or other above-ground improvements, whether temporary or permanent, or plant or locate any trees, vegetation or shrubs on the Easement Tract other than any such improvements that exist on the Easement Tract as of the date of this Easement, including

parking lots, driveways, landscaping and pavement; (b) install or permit the installation of pipelines or other underground facilities within the Easement Tract; (c) dedicate other easements within the Easement Tract; or (d) change the grade over the Facilities constructed under the Easement Tract. Except as otherwise provided herein, if Grantor constructs, places, installs or permits any construction, placement or installation that impairs, obstructs, restricts or interferes with Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, the Grantee shall have the right to prevent or remove such obstructions at Grantor's sole cost and expense.

TO HAVE AND TO HOLD the Easement, together with, all and singular, the rights and appurtenances thereto and any wise belonging, including all necessary rights to ingress and egress, unto Grantee, and its successors and assigns forever. Grantor does hereby bind themselves and their successors and assigns to warrant and forever defend, all and singular, the Easement and right-of-way and other rights described herein unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

This Easement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed.

Grantee's address is 333 W. McLeroy Boulevard, Saginaw, Tarrant County, Texas 76179.

IN WITNESS WHEREOF, this Fire Lane, Access, Utility and Drainage Easement is executed as of the ____ day of _____, 2023.

GRANTOR:

BRIGHT LIVING SAGINAW III, LLC,
a Texas limited liability company

By: _____
Anand Patel, Manager

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This Fire Lane, Access, Utility and Drainage Easement was acknowledged before me on the ____day of _____, 2023, by Anand Patel, Manager of Bright Living Saginaw III, LLC, a Texas limited liability company, on behalf of the limited liability company.

_____
Notary Public in and for
the State of Texas

EXHIBIT "A"

Easement Tract

[See attached]

EXHIBIT "A"

FIRELANE, ACCESS, UTILITY & DRAINAGE EASEMENT

213 SQ. FT. TRACT (0.0049 AC.)

SITUATED IN THE ALEXANDER F. ALBRIGHT SURVEY, ABSTRACT NO. 1849
CITY OF SAGINAW, TARRANT COUNTY, TEXAS

BEING A TRACT OF LAND SITUATED IN THE ALEXANDER F. ALBRIGHT SURVEY, ABSTRACT NUMBER (NO.) 1849, TARRANT COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK A, SENIOR LIVING AT SAGINAW, AN ADDITION TO THE CITY OF SAGINAW TARRANT COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT (INST.) NO. D221322831, PLAT RECORDS OF TARRANT COUNTY, TEXAS (P.R.T.C.T.), ALSO BEING THAT SAME TRACT OF LAND DESCRIBED TO BRIGHT LIVING SAGINAW III, LLC IN SPECIAL WARRANTY DEED RECORDED IN INST. NO. D221338817, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS (O.P.R.T.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00012):

COMMENCING AT A 5/8 INCH REBAR FOUND ON THE SOUTH LINE OF LOT 9, BLOCK 5, WILLOW VISTA ESTATES, PHASE II, AN ADDITION TO THE CITY OF SAGINAW, TARRANT COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN D214130260, P.R.T.C.T. FOR THE NORTHEAST CORNER OF SAID LOT 2 AND THE NORTHWEST CORNER OF A CALLED 2.987 ACRE TRACT DESCRIBED TO BRIGHT LIVING SAGINAW III, LLC IN SPECIAL WARRANTY DEED RECORDED IN INST. NO. D222245025, O.P.R.T.C.T.;

THENCE, SOUTH 00 DEGREES 35 MINUTES 52 SECONDS EAST, WITH THE WEST LINE OF SAID 2.987 ACRE TRACT AND THE EAST LINE OF SAID LOT 2, A DISTANCE OF 79.06 FEET TO THE POINT OF BEGINNING;

THENCE, OVER, ACROSS AND UPON SAID LOT 2 THE FOLLOWING COURSE AND DISTANCES;

SOUTH 00 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE OF 58.24 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.03 FEET, A CENTRAL ANGLE OF 24 DEGREES 40 MINUTES 52 SECONDS, AN ARC LENGTH OF 12.94 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 11 DEGREES 43 MINUTES 25 SECONDS WEST – 12.84 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 14 MINUTES 52 SECONDS WEST, A DISTANCE OF 80.46 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.04 FEET, A CENTRAL ANGLE OF 19 DEGREES 49 MINUTES 59 SECONDS, AN ARC LENGTH OF 10.40 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 21 DEGREES 16 MINUTES 08 SECONDS EAST – 10.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0049 ACRES OR 213 SQUARE FEET OF LAND, MORE OR LESS.

STATE OF TEXAS
REGISTERED
MARK N. PEEPLES
6443
PROFESSIONAL
LAND SURVEYOR

RPLS No. 6486

FIELDED BY:	-	DATE:	06/27/2023
DRAWN BY:	SS	REV:	
CHECKED BY:	MNP	REV:	
JOB NO.	D58613-AX-E-1	REV:	
SHEET 1 OF 2		REV:	

WINDROSE
LAND SURVEYING | PLATTING
1955 LAKEWAY DRIVE, SUITE 220 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

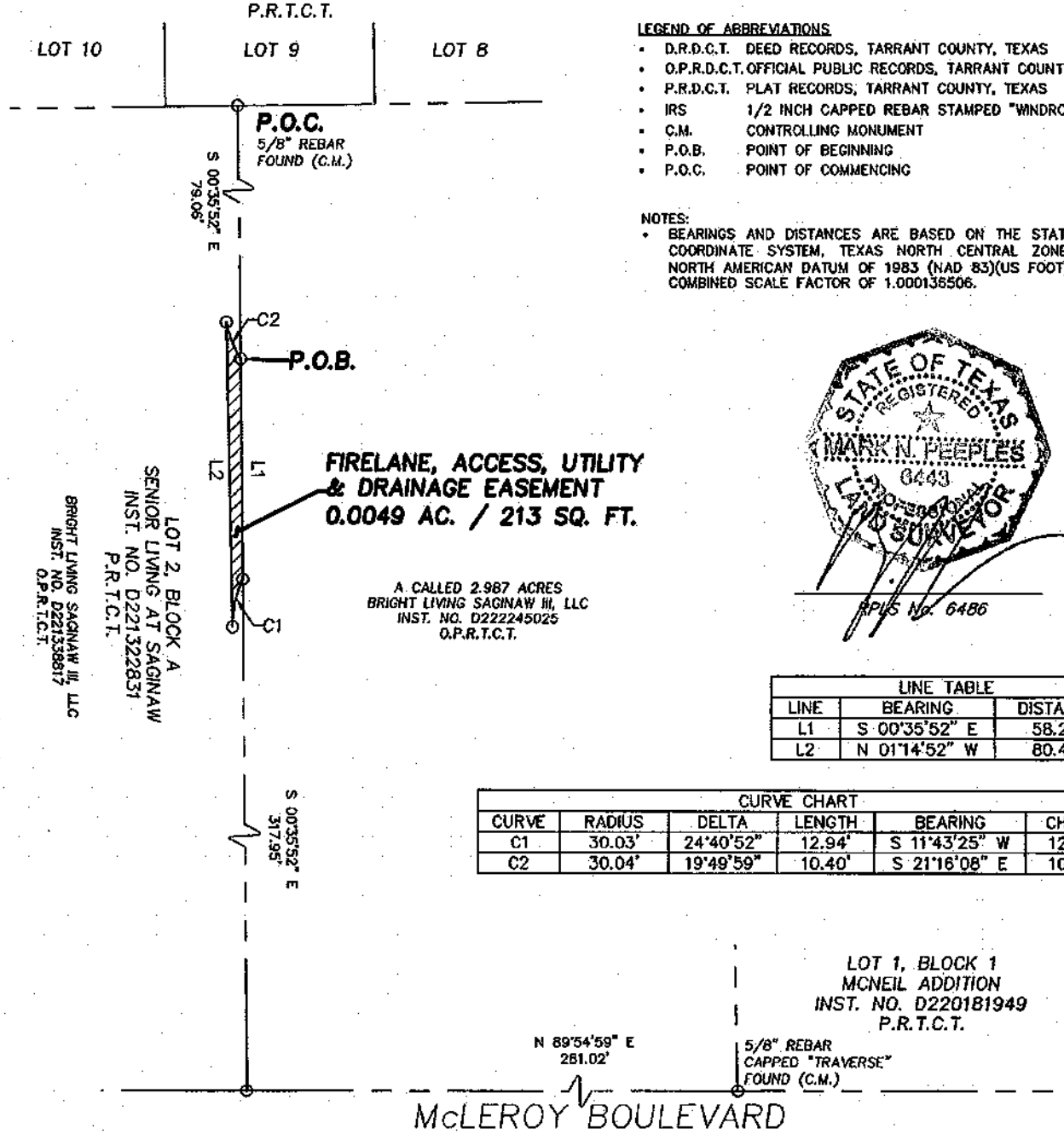
EXHIBIT "B"

FIRELANE, ACCESS, UTILITY
& DRAINAGE EASEMENT
213 SQ. FT. TRACT (0.0049 AC.)
SITUATED IN THE ALEXANDER F. ALBRIGHT SURVEY, ABSTRACT NO. 1849
CITY OF SAGINAW, TARRANT COUNTY, TEXAS

NORTH

SCALE: 1" = 40'

40 20 0 40



LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, TARRANT COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, TARRANT COUNTY, TEXAS
- IRS 1/2 INCH CAPPED REBAR STAMPED "WINDROSE" SET
- C.M. CONTROLLING MONUMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

NOTES:

- BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.000136506.

STATE OF TEXAS
REGISTERED
MARK N. PEEPLES
6443
PROFESSIONAL
LAND SURVEYOR

RPLS No. 6486

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°35'52" E	58.24'
L2	N 01°14'52" W	80.46'

CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	30.03'	24°40'52"	12.94'	S 11°43'25" W	12.84'
C2	30.04'	19°49'59"	10.40'	S 21°16'08" E	10.35'

FIELDED BY:	-	DATE:	06/27/2023
DRAWN BY:	SS	REV:	
CHECKED BY:	MNP	REV:	
JOB NO.	D58613-AX-E-1	REV:	
SHEET 2 OF 2		REV:	

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Pending "Easement B" language;
will provide prior to CC meeting.

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Discussion and presentation of potential consolidated dispatch services with Lake Worth- Russell Ragsdale, Police Chief

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Proclamations-Presentations	Item: A

Reference File

BACKGROUND/DISCUSSION:

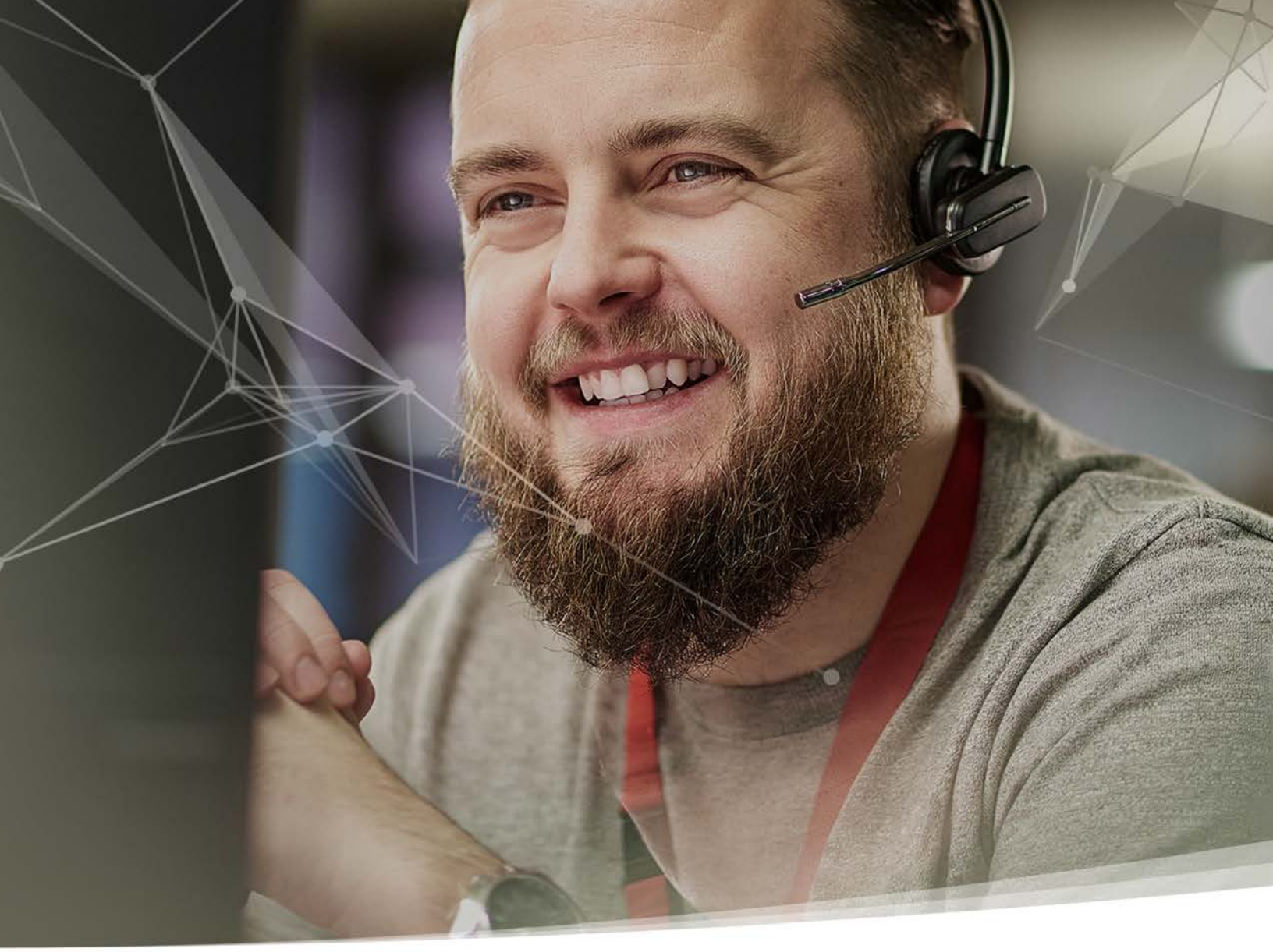
The Saginaw Police Department is presenting the idea of a consolidated dispatch center with Lake Worth PD. We propose that Lake Worth PD be the host of the consolidated dispatch center.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



Public Safety Answering Point Regionalization Study

Final Report

Prepared July 2023

Tarrant County 9-1-1 District, Texas

MissionCriticalPartners

690 Gray's Woods Blvd. | Port Matilda, PA 16870 | 888.862.7911

Acknowledgments

Mission Critical Partners, LLC (MCP) would like to acknowledge everyone who contributed to this report in ways big and small. We are grateful to the Tarrant County 9-1-1 District, public safety answering point (PSAP) staff, and community leaders for their participation and support during this study. Throughout the study, MCP found participants to be passionate about making a change and a willingness to support each other, their communities, and their cities.

We wish to acknowledge the engagement and commitment to improving public safety response to emergencies and non-emergency community needs. We appreciate the opportunity and trust the Tarrant County 9-1-1 District and PSAPs have placed in MCP to serve you.

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Executive Summary

The Tarrant County 9-1-1 District (District) engaged Mission Critical Partners, LLC (MCP) to explore how it can more effectively support its 37 public safety answering points (PSAPs) comprised of 26 primary, 4 secondary, and 7 backup centers[1] in meeting service delivery expectations, which are increasingly more demanding. To accomplish this task, MCP completed a comprehensive holistic assessment of 28 primary and secondary PSAPs'[2] current state of public safety communications services, including leadership and planning, revenue and expenses, operations, personnel and workforce management, technology and systems, and facilities. The overarching concern? *How does the county, with support from the District, maintain or improve service levels while supporting a system that is affordable?* Respectfully acknowledging that the provision of 9-1-1 and dispatch services is a local issue and the political realities within the District, the District's goal is to explore opportunities with PSAP stakeholders to improve services provided to the communities served by the District.

At the onset of this project, stakeholders highlighted their current challenges and desires:

- Being fiscally smart by reducing duplicate systems, equipment, and operations, and spending money to improve service levels.
- Improving communications and efficiencies, resulting in quicker response.
- Reducing the risk of errors by limiting transfers and routing callers to the correct PSAP initially.
- Offering stakeholders a look at the big picture.
- Being more intentional with telecommunicator health and wellbeing.
- Providing a level of quality for all agencies that they have not been able to achieve.
- Allowing all stakeholders to have a voice and be heard.

The expanding emergency communications ecosystem (Figure 1) is complex, quickly advancing, and always evolving. In many instances, data is increasing faster than agencies can keep up with, resulting in smaller PSAPs continuously being left behind. Regardless of size, PSAPs that are unwilling to explore their options run the risk of exacerbating the problem by creating holes in the ecosystem, increasing risk exposure, and introducing points of failure into what, on the surface, appears to be an efficient and effective system. This challenge is further complicated by the public's expectations of what advancing technologies can deliver to them, which directly impacts service delivery expectations.

[1] Four backup centers are controlled by the District and three by local municipalities.
[2] During the course of this study, Sansom Park and Westworth Village consolidated with White Settlement, changing the number of primary PSAPs from 28 to 26.

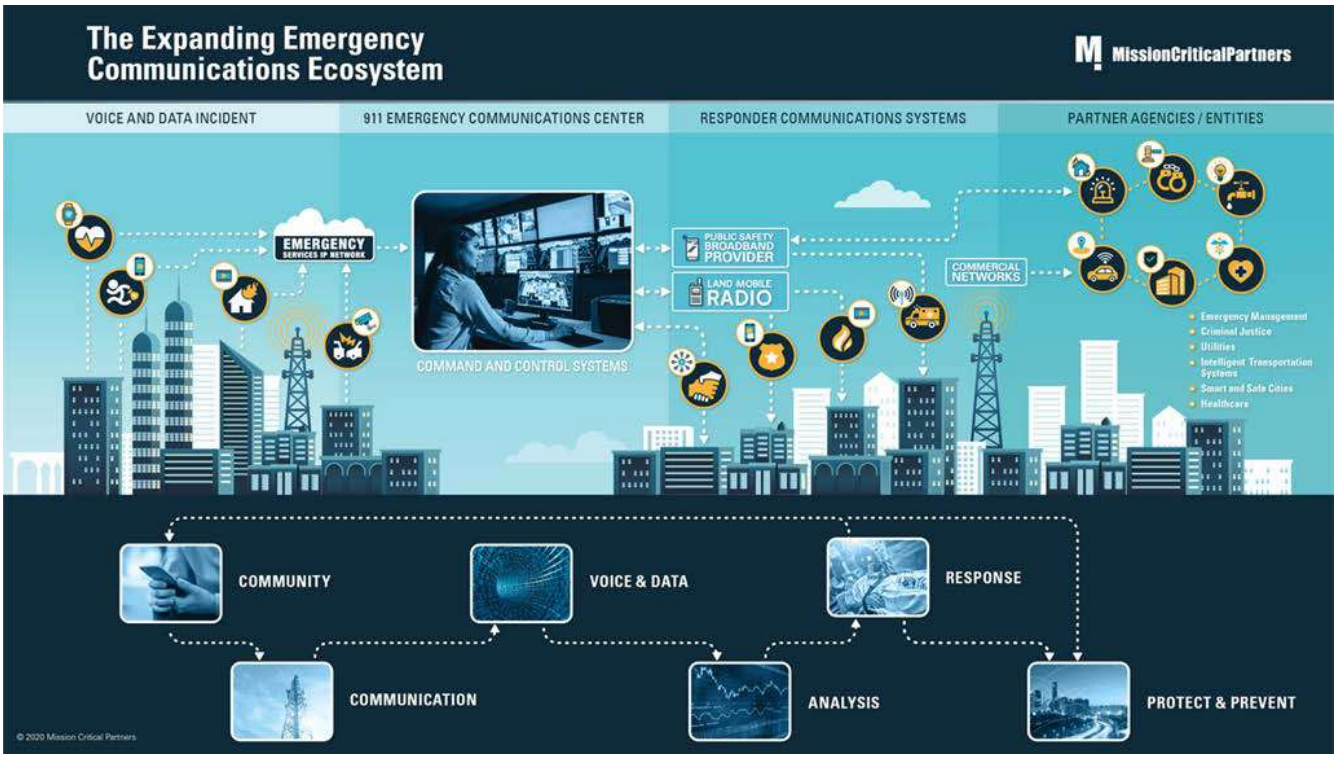

Figure 1: Emergency Communications Ecosystem

Essentially, there are 28 separate and independently operated ecosystems—each with their own priorities—operating 24 x 7, serving a dense population of more than two million people in the county. The public safety communications ecosystem as it exists today in the District has inherent challenges and areas of risk that are articulated throughout this report.

Another driver of this study is the need to build a roadmap that will provide the District with fiscal sustainability. Established in 1985, the District has never increased its fees for wireline phones, which are set at $0.20 per line. Wireline fees throughout the state range from $0.20 to $1.85 per line. In addition to lower-than-average revenue from devices, the District is impacted by rising operating costs and exorbitant capital costs related to advancing technologies, specifically with the call-handling equipment (CHE). When this study began, District staff estimated that reserves would be depleted by 2025 and local governments will be forced to cover the gap of both operating and capital costs for their individual PSAPs that are currently covered by the District (e.g., CHE and infrastructure); however, the Board took action to ensure the District can support the 9-1-1 equipment and infrastructure.

The findings of MCP's analysis affirm the District's concerns regarding sustainability and operational efficiencies. This report provides a snapshot of the current conditions discovered during data gathering, process reviews, and operational analysis, which were conducted in the second half of 2022. It also contains recommendations—actionable initiatives—resulting from the key findings to achieve short-, mid-, and long-term

goals and objectives. Overall, the recommendations address the key findings noted below and lend themselves well to support the District's current activities and future planning efforts.

Key Findings	
• The PSAPs are supported by the District, with a Board of Managers (Board) consisting of appointed and elected officials, which provides technologies, training, and programs related to 9-1-1 call processing. • Most PSAPs have flat organizational structures with little or no opportunity for career advancement. • There are opportunities throughout the District for more planning—both independent and joint (i.e., strategic, continuity of operations [COOP], disaster recovery [DR], change management, and cybersecurity). • The District's wireline rates are some of the lowest in the state. • If there is a major budget shortfall or capital expense, the District uses unrestricted reserves to cover the costs. • Leveraging technology and shared systems, some PSAP systems are already virtually consolidated and supported by District infrastructure. • Current PSAP core technology could be leveraged to improve situational awareness and interoperability between agencies (e.g., ability to route calls within the CHE and share incidents in the computer-aided dispatch [CAD] system). • Non-core (ancillary) functions that are not commonly found in PSAPs managed independently of law enforcement, fire, and emergency medical services (EMS) (e.g., detention/jail duties, walkup window, and other administrative and records support duties) are prevalent throughout the District.	• Administrative phone calls comprise more than 50% of the overall call volume and, in some cases, more than 85%. • Most PSAPs in the District perform call-taker duties simultaneously with dispatching and there are no clearly defined functions. • The majority of PSAPs in the District are small, with one to two positions and a minimum of one or two employees per shift. • PSAP staff reported significant challenges related to recruiting and retention, including wage disparity and low applicant pools. • The low staffing limits the capacity potential of the majority of PSAPs in the District and creates an environment that may challenge a PSAP to effectively manage a workload surge. • It is a common practice throughout the District to have sworn personnel cover shortages when necessary. • Calls are not set to rollover between PSAPs when a PSAP becomes overloaded. If a PSAP is overloaded, callers will get a fast busy tone when attempting a call. • Misrouted wireless 9-1-1 calls are a common occurrence. • The majority of PSAPs in the District are classified as small and are at capacity for current operations with limited ability to expand without significant cost. • Many PSAPs lack the ability to support staff from another agency for a prolonged period. • The majority of PSAPs have no viable long-term backup facility that could house mission-critical equipment and staff.

A holistic quantitative and qualitative analysis of the above findings identified multiple areas in which service levels and operational and fiscal efficiencies could be gained and improved on a broader level through organic regionalization.

Organic regionalization occurs naturally without external forces (e.g., funded or unfunded government mandate) when stakeholders work collaboratively toward a common goal focused on improving emergency response outcomes. There are three categories or levels of organic regionalization that would improve operational efficiencies within the District: physical consolidation, policy and operations, and technology and shared systems, which can be achieved organically through a tiered approach:

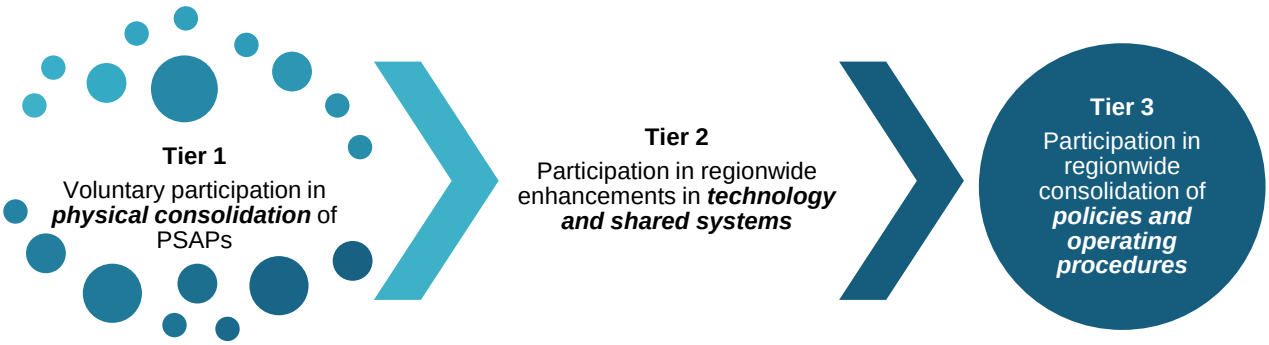

Figure 2: Regionalization Tiered Approach

The three levels of organic regionalization can be executed concurrently or independently. Two levels (policy/operations and technology/shared systems) can be implemented as effective building blocks to full or physical regionalization.

The following reasons provide further support for a regionalization of the PSAPs operating under the purview of the District:

- Reduce 9-1-1 call transfers[3]
- Eliminate occurrences where one employee is on duty at a time
- Eliminate occurrences where unqualified personnel are working in the PSAP (e.g., sworn personnel without adequate training)
- Improve staffing to provide enhanced coverage 24 hours a day, seven days a week (24 x 7)
- Reduce staffing shortages
- Eliminate duplicative support services
- Decrease the number of points of infiltration for cybersecurity risks
- Eliminate cost duplication to operate the 28 separate and independent PSAPs assessed
- Provide a shared quality assurance/quality improvement (QA/QI) program
- Assure more consistent and effective service delivery
- Provide greater opportunities for interagency response, backup, situational awareness, and data sharing

[3] Transfers cannot be eliminated unless all agencies join the consolidation effort.

- Eliminate call workflows that inherently include two or more 9-1-1 call transfers[4]
- Provide District-wide zero-minute response to most fire and emergency medical calls for service[5]
- Expand the workspace in the PSAP
- Reduce operational complexity of the combined call-taker/dispatcher position, which can improve training completion statistics
- Minimize budget competition between field and dispatch personnel
- Lead to operational and capital cost savings
- Provide for improved COOP and DR plans
- Improve radio communications and interoperability among responders
- Standardize processes to promote community education, trust, and support
- Adhere to training and QA requirements to improve service and reduce mistakes
- Adhere to Texas Commission on Law Enforcement (TCOLE)[6] training requirements

Organic regionalization is not easy to accomplish and can often take years to achieve. Given the complexity of these opportunities, MCP recommends that the District, with valued input from PSAP staff and stakeholders, consider developing a long-term strategic plan to help guide organic regionalization.

- A strategic plan is essential to an organization's ability to achieve its long-term goals proactively and incrementally.
- A concise and well-formatted strategic plan, which establishes annual commitments (initiatives) and maintains a rhythm for alignment and accountability, can mitigate distractions that do not enhance emergency response.
- District stakeholders can benefit from an effective and executable strategic plan, factoring in MCP's findings and recommendations, to help improve public safety emergency response within the District.

Without regionalization, and without reducing the number of independent ecosystems operating in a compressed area, many PSAPs within the District are bound to the current state and constraints in their efforts to provide a higher, more efficient level of service. The most prevalent constraints throughout the District are a lack of viable candidates to fill operational vacancies and unavoidable increasing technology costs. These challenges would be difficult to mitigate without regionalization because of the sheer number of PSAPs that exist today in the District.

---

[4] MCP has found that eliminating double transfers is a best practice. This finding is supported by states such as Florida that have such requirements incorporated into their state 9-1-1 plans. Florida E-911 Plan, Section 3.2.3(B) says the following about double transfers: "With a transferred call, the caller must never be procedurally required to talk with more than two people: the primary PSAP 911 call taker and the call taker at the remote agency. There shall be no inherent double transfers."

[5] "Pre-Arrival Instructions (or PAI's) *[sic]* provide potentially life-saving, scripted instructions for callers trapped in a sinking vehicle or structure fire, water rescue incidents, a person who is on fire, a caller who is in danger but not trapped, or a situation where there is a HAZMAT danger. Collectively, these protocols and instructions are referred to as Dispatch Life Support Instructions. Dispatch Life Support Instructions make it possible for properly trained call takers to provide a Zero Minute Response™." Priority Dispatch, 2020. https://prioritydispatch.net/emd-cardset/ Zero-minute response cannot be fully realized unless dispatch agencies in the county join the effort.

[6] http://www.tcole.texas.gov/content/training-requirements

To be successful, MCP acknowledges that it is best when organic regionalization is initiated at the local level, outside the purview of the District; however, the District supports using this information and approach to promote the achievement of standards and best practices while advocating for actions that will result in efficiencies and provide consistent emergency communications throughout the region.

1 Introduction

The Tarrant County 9-1-1 District (District) contracted Mission Critical Partners (MCP) to perform a comprehensive assessment of the public safety answering points (PSAPs) operating within the District, including their operations, administration, technology, facilities, and operating expenses. District entities cover approximately 865 square miles.[7] Within the District, and the purview of this study, are 37 PSAPs comprised of 26 primary, 4 secondary, and 7 backup centers. Collectively, the PSAPs serve the region's approximately 2.1 million residents, numerous law enforcement, fire/rescue, emergency medical services (EMS) transport agencies, and countless visitors.

A primary PSAP is the initial point of entry for all 9-1-1 calls that originate within its service area. Typically calls requiring law enforcement, fire, or EMS response are received and then directly dispatched by a PSAP without the need for call transfers. The demographics for the respective PSAPs are shown in the table below.

Table 1: PSAP Demographics[8]

PSAP Location	Primary Workstation	Population	Square Miles (rounded)	Annual 9-1-1 Volume (2022)	Percentage of 9-1-1 Call Volume
Arlington PD[9]	28 plus 11 backup	392,786	96	283,733	14.20%
Azle PD	2	13,518	9	7,073	0.35%
Bedford PD	4	49,187	10	26,581	1.33%
Benbrook PD	4	24,605	11	11,970	0.60%
Burleson PD	4	51,618	28	19,626	0.98%
Crowley PD	2	19,333	7	7,917	0.40%
Dalworthington Gardens DPS[10]	2	2,247[11]	1.8	1,669	0.08%
Dallas Fort Worth Airport (DFW)	5 plus 3 backup	63 million customers annually[12]	N/A	31,846	1.59%
Euless PD	6	60,500	16	27,979	1.40%

[7] https://www.census.gov/quickfacts/tarrantcountytexas
[8] Ibid
[9] Police Department
[10] Department of Public Safety
[11] Dalworthington Gardens, Texas Population 2023 (worldpopulationreview.com)
[12] Dallas/Fort Worth International Airport | Visit Dallas

PSAP Location	Primary Workstation	Population	Square Miles (rounded)	Annual 9-1-1 Volume (2022)	Percentage of 9-1-1 Call Volume
Fort Worth FD[13]	9 plus 6 backup	938,508	347	83,145	4.16%
Fort Worth PD	35 plus 21 backup			767,799	38.43%
Grand Prairie PD	16 plus 6 backup	197,347	73	116,711	5.84%
Grapevine PD	7	50,872	32	29,368	1.47%
Hurst PD	6	40,055	32	25,691	1.29%
Irving FD[14]	5 plus 3 backup	254,198	67	21,414	1.07%
Irving PD	16 plus 8 backup			154,316	7.72%
Lake Worth PD[15]	3	6,922[16]	2.5	9,791	0.49%
Mansfield PD	6	74,368	37	40,103	2.01%
MedStar Mobile Healthcare[17]	10	1.14 million	483	133,921	6.70%
NETCOM[18]	7	112,000	66	37,425	1.87%
North Richland Hills PD	9 plus 4 backup	70,209	18	73,050	3.66%
Pantego PD	2	2,467[19]	1	2,093	0.10%
River Oaks PD	2	7,524	2	2,865	0.14%
Saginaw PD	3	24,011	8	10,538	0.53%
Tarrant County Regional Communications[20]	2	6,067	2	13,824	0.69%

[13] Fort Worth Fire Department is a secondary PSAP.
[14] Irving Fire Department is a secondary PSAP.
[15] Includes call volume and population for Blue Mound Police Department, which will be joining the Lake Worth PSAP on or before June 1, 2023. Blue Mound's population is 2,359 with 678 annual 9-1-1 calls.
[16] Lake Worth, Texas Population 2023 (worldpopulationreview.com)
[17] MedStar is a private for-profit secondary PSAP. https://www.medstar911.org/
[18] Northeast Tarrant Communications Center
[19] Pantego, Texas Population 2023 (worldpopulationreview.com)
[20] Forest Hill consolidated with Tarrant County Regional Communications (formally Everman) on January 18, 2023. Forest Hill serves a population of 13,883 and has 10,901 9-1-1 calls annually.

PSAP Location	Primary Workstation	Population	Square Miles (rounded)	Annual 9-1-1 Volume (2022)	Percentage of 9-1-1 Call Volume
Tarrant County SO[21]	8	2.1 million	865	39,272	1.97%
Westover Hills PD	2	635[22]	0.7	226	0.01%
White Settlement PD[23]	4	25,995[24]	6	17,745	0.89%
Total	**209**	**2.1 million**[25]	**865**[26]	**1,997,691**	**100%**

Based on the size categories described in the National 911 Program's *Next Generation 911 Cost Estimate: A Report to Congress* published in 2018[27], 18 PSAPs included in this study are considered small (1 to 6 positions[28]), eight are considered medium (7 to 20 positions), and two are considered large (21 to 50 positions). The 28 PSAPs assessed have anywhere from one to approximately 26 telecommunicators on duty on any given shift.

It is not unusual for small PSAPs to be assigned ancillary duties that are not related to services critical to 9-1-1. These typically include answering 10-digit administrative lines and handling after-hours requests from individuals seeking other administrative or routine municipal services. Almost all the PSAPs within the county require their telecommunicators to conduct other work, such as records and administrative tasks, outside of answering emergency phone calls, analyzing information, dispatching, and accounting for field responders (see Section 3.3.1).

[21] Sheriff's Office
[22] Westover Hills, Texas Population 2023 (worldpopulationreview.com)
[23] Westworth Village consolidated with White Settlement on October 25, 2022. Westworth Village has a population of 2,590 (Westworth Village, TX - Profile data - Census Reporter) and approximately 1,083 9-1-1 calls annually. Sansom Park is shuttering its doors and moving to White Settlement in late May 2023.
[24] U.S. Census Bureau QuickFacts: White Settlement city, Texas
[25] Total population for Tarrant County, Texas
[26] Total square miles for Tarrant County, Texas
[27] Next_Generation_911_Cost_Estimate_Report_to_Congress_2018.pdf
[28] A position, otherwise known as a workstation, is the physical console that the telecommunicators sit at to answer emergency calls and dispatch.

2 Methodology

This was a collaborative effort by the District, Board of Managers (Board), and stakeholders. Serving as the project core team for this engagement, District staff assisted MCP in its assessment by coordinating introductions, supporting data gathering efforts, and overcoming obstacles. During the study, MCP focused on five factors, shown in Figure 3, with special attention on determining opportunities to achieve efficiencies that would mutually benefit the collective 37 PSAPs as well as field responders and citizens.

Data Collection

A success factor of this project is the input of respective PSAP and District staff, and the data provided by all participants. Studies such as these require a significant amount of historical and current data that allows MCP to assess each factor.

This PSAP regionalization study spanned ten months. During this time, MCP collected data, thoughts, and ideas in several manners, including a review of historical District and PSAP data, individual stakeholder interviews, regional town hall sessions, focus group sessions, virtual PSAP tours, and in-person tours.

The current and historical data MCP elicited from each PSAP and interviews and town halls focused on the areas outlined below. Each area is a critical component of a PSAP and, when reviewed, opportunities to reduce risk and improve operational efficiencies often can be identified.

Leadership and Planning	Operations	Workforce	Technology	Facilities
• Organizational structure • Governance • Budget • Strategic planning • Continuity of operations • Change management	• Policies, procedures, and protocols • Quality assurance (QA) and performance management	• Recruiting • Hiring • Training • Retention • Staffing • Workload • Compensation	• Redundancy • Maintenance and replacement • Interoperability	• Primary • Backup • Expansion capabilities • Infrastructure

Figure 3: Regionalization Feasibility Focus Areas

Individual Interviews with Stakeholders

To gain an in-depth understanding of key issues, MCP invited select stakeholders and staff, identified below, with subject-matter-specific responsibilities from each entity to participate in remote interviews.

- Elected and appointed officials
- District and PSAP executive leadership
- PSAP managers and supervisors
- PSAP operations
- Support staff (information technology [IT], finance, human resources [HR])

Follow-up sessions were conducted periodically with staff to clarify data.

Regional Town Hall Sessions

MCP invited PSAP staff and stakeholders from each entity to participate in multiple town hall sessions over the course of three different in-person visits to the District. Participants were guided through introductions, an overview of the project, and keys to success. Each session was led by an MCP facilitator who worked with participants from the PSAPs and District to identify challenges and areas where opportunities exist for efficiencies. The information gained from the town hall sessions was balanced with other data and information outlined in this section to identify realistic recommendations.

Town hall participants included:

- Elected officials, Tarrant County (County) administration, and municipality administrators
- District Board and staff
- PSAP executive leadership
- Managerial and supervisory personnel
- Front-line staff
- Training personnel
- IT and other support staff
- Finance staff
- HR staff

PSAP In-person Tours

The MCP team toured selected PSAPs to observe operations, inspect facilities and equipment, and interview staff.

Online Data Collection

Data was requested from the District so that conclusions could be drawn and recommendations made. The data requested included financials, telephone statistics, and technology information.

Data was also requested from the PSAPs through an online survey tool for detailed information related to staffing, operations, technologies, facilities, and other factors relevant to the study. After extensive outreach and follow up, of the 28 PSAPs solicited to participate, 22 (67%) responded (hereafter referred to as survey respondents).

Findings and Analysis

The findings and analysis section of this report contains information garnered through data collection and research, which details the current state of the PSAPs, as well as the analytical portions of the study that measure findings to national standards and best practices, as well as MCP's industry experience and knowledge.

- Standard – something established by authority, custom, or general consent as a model or example[29]

[29] "Standard," Merriam-Webster, 2020. https://www.merriam-webster.com/dictionary/standard

- Best Practice – a procedure that has been shown by research and experience to produce optimal results and that is established or proposed as a standard suitable for widespread adoption[30]
- Industry Experience – primarily involves a minimum of ten years of combined education, work experience, and specialization in a respective industry or market segment

The data and information provided ranged from hard numbers (quantitative data) to opinions and anecdotal input (qualitative data). For data that was more quantitative, MCP relied on established public safety metrics to assess and evaluate factors related to PSAP operations. Where data was qualitative or metrics have not previously been established, MCP drew on its collective industry experience and awareness of best practices to create those metrics and assess the status of the PSAPs.

Throughout this report, MCP endeavors to make clear where analysis and findings are based on measurable, quantitative data and where MCP necessarily draws its findings from inherently more subjective evaluations. MCP's years of experience have demonstrated that subjective assessments—backed by thoughtful and unbiased comparisons with public safety and private industry best practices, along with industry exposure—are just as meaningful and important as hard, quantitative evaluations. Subjective input is properly utilized when the assessors critically review the input and do not settle for the regurgitation of unsubstantiated opinions. Both play a role in identifying where the PSAPs stand today and where they should place their priorities in crafting a plan to address critical areas at risk—whether that be in the form of shared services opportunities or through consolidation.

Findings Summary

These summaries convey conclusions from the facts or information presented and reviewed. The content highlights the main points or key messages learned or understood from something MCP reviewed, experienced, or observed.

Report and Presentation

A draft report was developed and submitted to the project team; shortly thereafter, MCP met with the project team to answer questions and discuss items that required further explanation or added content.

Within a specified period, the final report was presented to all key stakeholders and staff with a focus on inclusion, feedback, and proposed next steps.

[30] "Best Practice," Merriam-Webster, 2020. https://www.merriam-webster.com/dictionary/best%20practice

3 Current State Findings and Analysis

To make practical and actionable recommendations in the future state, MCP analyzed the current state of the PSAPs throughout the District, which provided an occasion for the project team, staff, and stakeholders to identify opportunities to improve emergency response outcomes. The goal of this study and specifically the key findings and recommendations, well-position the District and its entity PSAPs to make future decisions that mitigate risk and minimize costs while maintaining the highest level of service delivery for field responders and the citizens served.

3.1 Leadership and Planning

Key Findings

- All PSAPs except Burleson, MedStar, and Tarrant County Regional Communications are a division under a law enforcement or fire agency, which means they are governed at the municipal level; Burleson and Tarrant County Regional Communications (formerly Everman) are overseen by a civilian department head (see Table 2).
- The District is governed by a Board comprised of appointed and elected officials.
- The PSAPs are supported by the District, which provides technologies, training, and programs related to 9-1-1 call processing.
- Most PSAPs have flat organizational structures with little or no opportunity for career advancement.
- Outside of the District-provided contingency, 14% of the PSAPs[31] do not have one or more of the following plans in place—-strategic, continuity of operations (COOP), disaster recovery (DR), change management, and cybersecurity (see Table 4).
- There is little to no joint strategic planning between the PSAPs.

An organization's leadership and planning have a direct and crucial effect on the success or failure of a public safety entity. Leadership and planning go together—without proper leadership, the best plans often go awry, and without proper planning, the best leaders often falter. Sir Winston Churchill is credited with the saying, "*He who fails to plan is planning to fail.*" This is as true in each branch of public safety—including public safety communications—as it is in any business.

Management, administrative oversight, and governance of public safety communications operations and systems are separate issues. Management involves day-to-day PSAP operations, administrative oversight involves policy that establishes and is accountable for overall municipal system performance, while governance involves an even higher level of supervision, generally in a multi-jurisdiction environment.

In a 9-1-1 system serving multiple jurisdictions, management, in whatever form it takes, must be able to allocate funds, prioritize

Leadership:

- Establish a clear vision
- Share the vision
- Provide information, knowledge, and methods
- Coordinate and balance conflict

[31] This percentage does not include seven PSAPs that did not respond to the survey.

operations, and generally carry out the PSAP's mission and vision. To provide assurance that this is possible, some form of governance is necessary.

These factors become important as the nation and the District move away from analog technology and toward a Next Generation 9-1-1 (NG9-1-1) environment where strategies for virtual regionalization focus on sharing data and services.

3.1.1 Governance and Organizational Structure

The District is governed by a Board comprised of two members appointed by the City of Fort Worth and one each appointed by the Commissioners Court, the City of Arlington, the City of Grand Prairie, the City of Irving, and the Tarrant County Mayor's Council. One non-voting member represents the major service supplier. The District will influence or be influenced by one or more policy-making boards or some other governing body. Varying agency by agency, region by region, and state to state, policy-making bodies, whether formally or informally formed, differ in their purpose, composition, roles, responsibilities, authority, and legislative capabilities, to name a few.

The District's mission is to "continuously provide reliable, accurate, responsive, and effective emergency communication networks and services to our member jurisdictions ensuring the protection of life and property for citizens in our community."[32]

Each District member is a separate legal and administrative entity apart from its membership in the District. Each public safety agency is responsible for providing 9-1-1 service to its respective community through the operation and management of a PSAP, also known as a 9-1-1 center, dispatch center, or emergency communications center (ECC). All PSAP personnel, 10-digit non-emergency and administrative telephones, radios, computer-aided dispatch (CAD) systems, and facilities are managed and funded locally.

MCP found the PSAPs to be well supported by the District, which exerts strong leadership influence by virtue of its Board, which as previously noted, is comprised of elected and appointed officials by County commissions and city/town councils of the communities in which the District serves. The District has direct control over its offerings of PSAP training, geographic information system (GIS) services, and delivery of emergency telephone systems and related technology to its entity agencies. It can encourage and support PSAPs by providing operational best practices and guidelines but cannot require entities to change how they operate.

At the local level, all but three PSAPs (Burleson, MedStar, and Tarrant County Regional Communications) within the District are a division within the organizational structure of law enforcement or fire departments, which means they are governed at the municipal or county level and directed by a police chief, fire chief, or sheriff (see Table 2).

Table 2: PSAP Authority

Authority	PSAP
Fire Chief	Fort Worth FD and Irving FD
Police Chief	Arlington, Azle, Bedford, Benbrook, Crowley, Dalworthington Gardens, DFW, Euless, Fort Worth PD, Grand Prairie, Grapevine, Hurst, Irving PD, Lake Worth,

[32] https://www.tc911.org/culture/missionobjectivegoal/

Authority	PSAP
	Mansfield, NETCOM, North Richland Hills, Pantego, River Oaks, Saginaw, Westover Hills, White Settlement
Sheriff	Tarrant County
Other	Burleson, MedStar, Tarrant County Regional Communications

PSAPs that are divisions or units within law enforcement or fire departments are generally supervised by sworn command staff. Even with supervisory support provided by civilian dispatch supervisors, this structure can be challenging at times because field resource needs usually take priority over PSAP needs. PSAP organizational structures in smaller agencies, or within another department, are generally flat, with little or no opportunity for career advancement. Alternatively, PSAP organizations that operate independently are generally more vertical, with more internal support and career growth opportunities. A lack of career growth opportunities can result in high turnover and loss of experienced staff as individuals desiring leadership advancement and higher levels of financial compensation seek employment elsewhere.

There are several active initiatives in the region where there is clear leadership influence for technological advancements and physical consolidation initiatives:

- Interoperable radio system
- Tarrant County call-handling equipment (CHE) system and infrastructure
- Past and recent consolidations

The outcomes of these initiatives, noted below, and others are the result of effective and collaborative relationships between management, administration, and the governing body, which can result in operational efficiencies leading ultimately to improved emergency response:

- Standardization of operations and equipment
- Improved quality and reliability of the 9-1-1 system
- Cost savings through the sharing of resources
- Standardization of services (e.g., T-CPR[33], EMD[34], call processing times, call drops, limited or no call transfers) and establishing customer expectations
- Funding leverage and accountability
- Purchasing power, plus improved and/or coordinated purchasing decisions
- Faster adoption of new technology
- Greater level of overall cooperation and coordination

Through governance and organizational structures, MCP found a broad range of leadership influence within the county. MCP also found a strong sense of ownership, deep silos, competition between PSAPs for employees, and many competing public safety priorities (e.g., staffing and capital [technology, facilities, other capital needs]).

[33] Telecommunicator cardiopulmonary resuscitation; instructions provided to bystanders over the telephone. Telecommunicator CPR | American Heart Association CPR & First Aid
[34] Emergency medical dispatch

- Reduced response times
- Decreased loss of life and property

With 28 independent PSAPs of various sizes, a PSAP leader's ability to support the effective implementation of quality care by achieving buy-in from stakeholders, building trust as leaders, and using local data to support their decision-making processes is difficult. Although it may be challenging for these leaders to stay engaged and be effective in persuading executives, getting buy-in for PSAP needs such as staffing, funding, technology, facilities, and access to external resources is critical. It is common for PSAPs to compete with other priority public safety needs that are more visible to the public.

The modern public safety communications ecosystem is a technologically sophisticated environment that is essential to effective emergency response operations. With the direction in which the public safety communications ecosystem is headed, more than ever before, consistent, stable, and dedicated 9-1-1-focused leadership is essential to PSAP success. Dedicated leaders with a commitment to 9-1-1 possess qualities that allow them to overcome barriers faced in leadership efforts. Placing individuals in positions of oversight to gain experience across all levels of an organization can be problematic, especially for PSAPs.

The diverse independent operations of the primary and secondary PSAPs assessed along with the backup centers, combined with the mission of public safety, is why it is so important to implement cybersecurity governance. Cybersecurity governance is concerned with all information processes—physical and electronic—regardless of whether they involve technology, people, or relationships with external partners. Cybersecurity is concerned with the comprehensive aspects of information and overall protection at all points within the lifecycle of information used within the organization. When implemented, cybersecurity governance will answer four questions:

- Are we doing the right things?
- Are we doing them the right way?
- Are we getting them done well?
- Are we seeing the expected benefits?

Given the interrelationship and integration between public safety technologies and systems, governance, and planning play an integral role in protecting PSAPs and other county and city agencies that may be impacted downstream if there is an attack. This can be seen every day across the country when a department falls victim to a cybersecurity attack and the ripple effect affects other agencies. A close-to-home recent example of the level of risk involved and the subsequent fallout is the ransomware attack that occurred in Dallas in May 2023. More than 200 servers and functional areas of local government and infrastructure, including Dallas PD and dispatch, were impacted.[35]

3.1.2 Leadership and Planning

An essential prerequisite to leadership and planning is a shift from passive to active governance. Active governance is an ideal that is often difficult to achieve. The governmental process characteristically involves people who bring their ideas, experiences, preferences, and other strengths to the policy-making table. Active governance is achieved through an ongoing discourse that attempts to capture all considerations involved in assuring that stakeholder interests are reasonably addressed and reflected in policy.

[35] City of Dallas impacted by ransomware attack, police computer dispatch system down (fox4news.com)

Formal planning for the PSAP includes but is not limited to strategic (including short- and long-term financial planning), change management, and continuity of operations. Figure 4 defines change and identifies the related steps to achieving the desired outcomes.

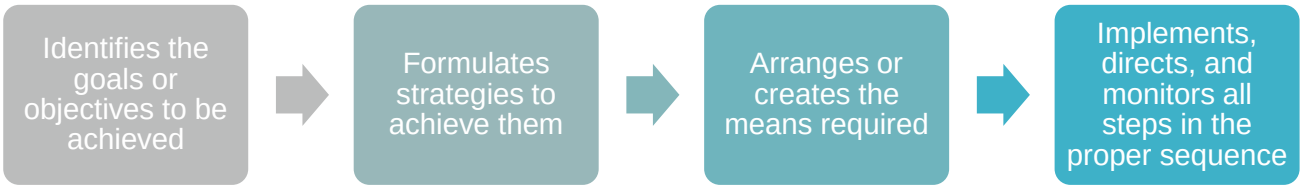

Figure 4: Planning

Throughout the District, MCP found opportunities for more planning—independently and jointly. The following table includes common plans that, according to best practice, would be part of a PSAP operation and whether they are in place at the respective PSAPs.

Table 3: Leadership Planning Summary

PSAP Location	SOPs[36]	Strategic Plan	Change Management Policy	COOP Plan	Cybersecurity Plan	Security Plan
Arlington PD	Yes	Yes	No	Yes	Yes	Yes
Azle PD	In Development	Yes	Yes	Yes	Yes	Yes
Bedford PD	Not Reported (N/R)					
Benbrook PD	No – Use Training Manual	No	No	Yes	Yes	Yes
Burleson PD	Yes	No	No	Yes	Yes	Yes
Crowley PD	Yes	Yes	Yes	Yes	Yes	Yes
Dalworthington Gardens DPS	Yes	Yes	No	Yes	Yes	Yes
DFW	Yes	Yes	Yes	Yes	Yes	Yes
Euless PD	N/R					

[36] Standard operating procedures

PSAP Location	SOPs[36]	Strategic Plan	Change Management Policy	COOP Plan	Cybersecurity Plan	Security Plan
Fort Worth FD	Yes	Yes	Yes	Yes	Yes	Yes
Fort Worth PD	Yes	Yes	No	Yes	Yes	Yes
Grand Prairie PD	Yes	Yes	No	Yes	Yes	Yes
Grapevine PD	In Development	Yes	Yes	Yes	Yes	Yes
Hurst PD	Yes	Yes	No	Yes	Yes	Yes
Irving FD	N/R					
Irving PD	Yes	Unknown	Unknown	Unknown	Unknown	Unknown
Lake Worth PD	Yes	Yes	No	No	Yes	Yes
Mansfield PD	Yes	Yes	No	No	Yes	Yes
MedStar Mobile Healthcare	Yes	Yes	Yes	Yes	Yes	Yes
NETCOM	Department General Orders/SOPs	Yes	Yes	Yes	Yes	Yes
North Richland Hills PD	Yes	Yes	No	Yes	Yes	Yes
Pantego PD	Yes	Yes	No	Yes	No	No
River Oaks	N/R					
Saginaw PD	Yes	Yes	No	Yes	No	Yes
Tarrant County Regional Communications	Yes	No	No	Yes	Yes	Yes
Tarrant County SO	N/R					
Westover Hills PD	Yes	Yes	No	Yes	Yes	Yes
White Settlement PD	N/R					

The most commonly missing planning element is the lack of a change management policy, with 14 of the 22 (64%) survey respondents advising they did not have one (and covering 10.6% of the overall missing elements).

This is followed by three PSAPs reporting they do not have a strategic plan. MCP did not ask if the strategic plans were PSAP-specific or incorporated into the broader department or municipal strategic plan. MCP's experience, however, would venture that the latter is the case, leaving the PSAPs (especially when combined with the lack of a change management policy) in a state of limbo except for the support provided by the District.

Strategic Planning

A strategic plan is essential to an organization's ability to achieve, proactively and incrementally, its long-term goals. Of the 22 survey respondents, 18 have a formal written strategic plan for their organization.[37] The public safety communications ecosystem is a technologically sophisticated environment that is essential to effective emergency response operations. The more complex the ecosystem becomes and the faster it expands, the harder it is to maintain clarity of direction and alignment. There are multiple components of PSAP operations that should be included in short- and long-range planning to sustain current operations and plan for and meet future budgetary needs (e.g., facility, technology, equipment, etc.).

Outside of some PSAPs with neighboring jurisdictions, there is a lack of District-wide strategic planning between the PSAPs. This has created challenges with regionalization planning because plans are handled at the local level and between a limited number of agencies, which tends to have a silo effect on the outcomes. In other words, planning is limited to a small number of neighboring jurisdictions and is not a coordinated effort across the District, which is a missed opportunity because of the commonalities between the PSAPs.

Except for managing initiatives within established budgets, on schedule, and providing the outcomes established in the scope, much of what is considered best practice from an organizational leadership perspective is subjective. The ability to execute initiatives is partly due to leadership's influence and effectiveness in navigating the political landscape to meet mission-critical needs, such as approvals for additional employees, technologies, facilities, funding, and access to support resources.

Change Management Planning

The change management process is a series of tasks outlined for a seamless transition from a current state to a future state without obstructing the workflow or suffering any damage. Of the 22 survey respondents, seven have formal change management plans for technology and security upgrades, but not for operational and policy changes.

A change management plan is an essential tool that helps determine if policy changes and initiatives will provide value to the organization. While providing clarity, it also maintains alignment of projects and initiatives with the organization's strategic goals and objectives and helps mitigate mission-creep and change fatigue.

If using effective organizational leadership tools such as a strategic plan and change management workflow, leaders should have the foundation to effectively execute initiatives. The absence of these tools does not mean that leaders cannot be effective; however, introducing ideas in alignment with an organization's strategic plan and an established change management plan help staff view initiatives as positive to their mission performance with minimal disruptions, keep mission-creep to a minimum, and protect staff from change fatigue. To garner

[37] Key staff from 12 PSAPs were interviewed, and they were unaware if a strategic plan exists for their organization.

commitment and support, leaders that are effective typically engage a diverse group of staff, including line-level personnel, to review initiatives.

COOP and DR Planning

Continuity is defined as "[t]he ability to provide uninterrupted services and support, while maintaining organizational viability, before, during, and after an event that disrupts normal operations."[38] A COOP plan is a tool intended to aid an organization in preparing for, responding to, and recovering from a disruptive event. Unfortunately, as with other essential services, public safety personnel, facilities, equipment, and communication infrastructure are susceptible to a wide range of digital and physical threats. As such, the public safety sector is one of 16 critical infrastructure sectors defined under Presidential Policy Directive (PPD) 7 and PPD 21 and addressed by the National Infrastructure Protection Plan (NIPP).

COOP and DR planning identify how critical operations will continue under a broad range of circumstances. Of the 22 survey respondents, 19 have a formal COOP plan; most had phone reroutes and limited evacuation plans. Several PSAPs have no or very limited mission-critical capabilities at their evacuation or overflow locations and, in some cases, calls roll to jurisdictions that have limited staff on duty to manage a surge.

It is likely that gaps exist between the current plans and the common elements, which highlights the importance of not only planning on an individual level, but jointly to ensure that calls can get to the field responders as expeditiously as possible. This underscores the complexities of 28 independent PSAPs, which can be difficult with little joint planning. Communities place a high level of trust in 9-1-1 systems and the ability of public safety agencies to deliver services regardless of emergency circumstances.

Cybersecurity Planning

Cybersecurity threats have increased exponentially in recent years. It is no longer a matter of if but when an agency will be directly or indirectly involved in a cyberattack. PSAPs are a vulnerable and valuable target for attacks; effective and strategic cybersecurity planning, in addition to proper training, mitigation strategies, and protections, is necessary to sustain operations. Cybersecurity planning should be supported and initiated at the top of any organization, as it impacts all aspects of the organization. Of the 22 survey respondents, 19 reported having a cybersecurity plan. The level of cybersecurity planning, however, varies greatly between PSAPs. Given the condition and age of some of the mission-critical systems and equipment in use, there are likely vulnerabilities that could be mitigated through additional planning, policies, and protections.

Although the District has robust cybersecurity measures in place to protect the CHE, there is a line of demarcation where cybersecurity from the District services ends, and municipal services begin; it is in this space that the PSAPs are vulnerable to various cyber threats. Any major cyberattack on one PSAP is likely to have an impact on the other PSAPs, especially if the attack impacts core operations (answering emergency phone calls and dispatching field responders), requiring a neighboring PSAP to take over core duties.

With proper planning, a regionalization effort that combines resources can eliminate potential attack vectors or points of entry into the organization and ultimately reduce risk. When strategically planned and implemented, this type of alignment can maximize resources—both technical and personnel—further enhancing the cybersecurity posture and keeping the cybercriminals at bay.

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[38] Federal Continuity Directive 1 - January 17, 2017 (fema.gov)

Joint planning and ongoing cybersecurity awareness training can be key here. Given the level of threat to public safety from cyberspace, there are numerous standards and best practices that may be used for cybersecurity planning. These can be found in Appendix B.

3.2 Revenue and Expenses

Key Findings

- The District's wireline rates are some of the lowest in the state.
- Wireline revenue is 31% of the District's revenue.
- If there is a major budget shortfall or capital expense, the District uses unrestricted reserves to cover the cost.

Funding is a key area of concern for PSAPs nationwide. Without appropriate funding, PSAPs are not able to upgrade technology as required, schedule staffing appropriately, or complete day-to-day operations efficiently. Funding can be identified from multiple sources, but without adequate funding, PSAPs become stagnant and the efficiency of the provision of 9-1-1 and emergency services suffers.

In many cases, PSAPs have been forced to seek alternate sources of funding as local and/or state funding is not adequate to support operations. Grant funding, while not as plentiful as in years past, is a viable source of funding especially for technology projects such as NG9-1-1 system implementation or radio system replacement. However, once the grant period of performance ends, agencies must be prepared to continue funding operations and maintenance. Funding can also be in the form of cost savings, particularly from realizing economies of scale. A purchase made by multiple entities to benefit all (cost-sharing) tends to reduce the cost to each individual PSAP versus purchases made separately. Cost savings can also be made by using existing contract vehicles, where appropriate, to reduce funding needs.

3.2.1 District Funding

In Texas, by statute[39], the wireless 9-1-1 service fee is collected and distributed by the Commission on State Emergency Communications, while the wireline fees are set and collected locally. Annually, the District receives approximately $18 million in revenue. The District's income from wireline fees, is 31% of its income and at $0.20, the wireline rate is the lowest in the state, which ranges from $0.20 to $1.85. Incidentally, as of 2021, it is also one of the lowest in the country—in the bottom seven states.[40] District leadership have been advocating at the state legislative level for a wireless device rate increase, which is set at $0.50 statewide, to $0.85 per wireless device (an increase of $0.35). According to the Federal Communications Commission (FCC), wireline/Voice over Internet Protocol (VoIP) rates in the state of Texas range from:

The District's current operating expenses are approximately $24 million annually, which means its operating expenses are exceeding its revenue—by approximately $6 million this budget year.

- Residential: $0.20 to $1.44; 6% to 8% of the base rate of charges of predominate telecommunications provider

[39] Health & Safety Code Section 771.0711
[40] 9-1-1 Surcharge - User Fees by State - National Emergency Number Association (nena.org)

- Business: $0.75 to $5.58; 6% to 8% of the base rate of charges of predominate telecommunications provider
- Trunks: $0.50 to $8.33; 6% to 8% of the base rate of charges of predominate telecommunications provider[41]

Nationally, there is a wide variance between states for surcharge rates and user fees (see Appendix C).

In fiscal year 2023, the District's operating expenses are budgeted for $15.3 million; in addition, $9 million is budgeted for Next Generation Core Services (NGCS), bringing the total to $24.3 million. This means the total expenditures are exceeding revenue by approximately $5.5 million for this budget year.

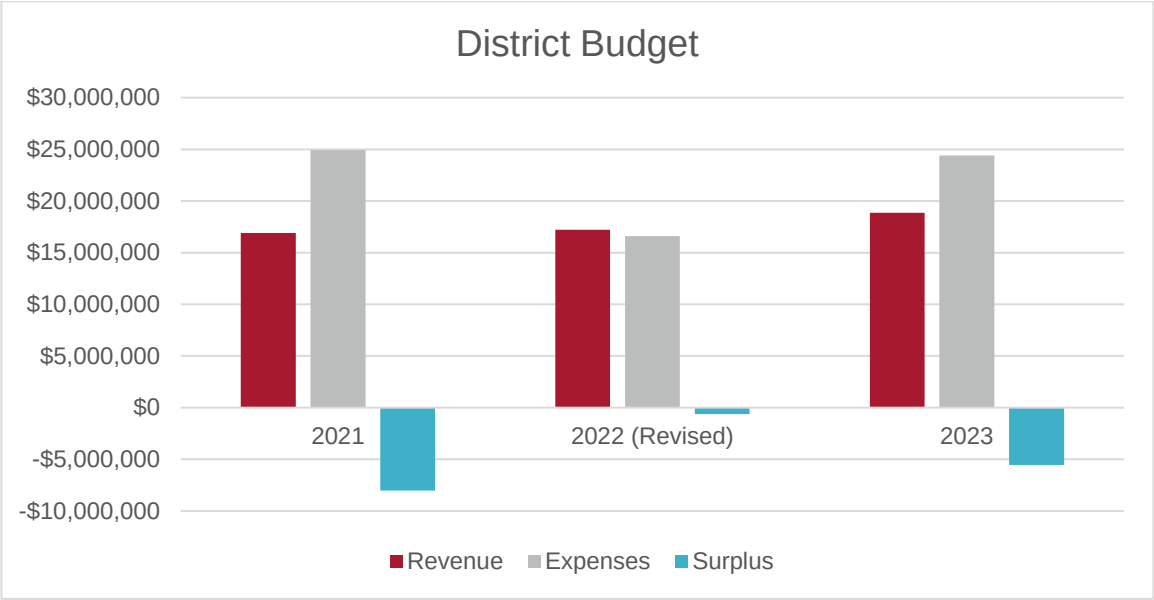

Figure 5: District Budget 2021 to 2023

Staff reported that there are no reserves for special purposes, as all surplus revenue goes into general (unencumbered) reserves during the budget process and the Board determines how the reserves will be spent.

According to staff, in 2010, there was a surplus of reserve funds, and the Board decided to provide a one-time reimbursement to each primary PSAP, which totaled approximately $1 million. The allowable use of 9-1-1 fees under the assistance program, based on state legislation, was for "local agencies and states to fund any communication system, technology or support activity that directly provides the ability to deliver 911 voice and data information between the 'entry point' to the 911 system and the first responder." The Board eventually decided to establish an assistance program that would provide funds to the primary PSAPs annually. The assistance program funding was allocated based on population; however, each PSAP was guaranteed a minimum of $5,000 regardless of its population. In 2014, the District created a second assistance fund, using approximately $2 million in surplus revenue, to support radio interoperability. All cities that maintain a radio system were eligible for interoperability funding, which was also based on population size, with a minimum of $5,000 provided to each city participating in the program. In both scenarios, the assistance programs were at a

[41] Fourteenth Annual Fee Report State Filings | Federal Communications Commission (fcc.gov)

flat rate and not based on a percentage of the surplus or budget. Due to rising operating costs and the migration to NG9-1-1, a moratorium was placed on both assistance funds in October 2022 to provide the Board some time to reassess the impacts of the programs long term. In April 2023, the Board decided to eliminate both programs indefinitely.

The surplus that both assistance programs pulled from is the same reserve fund that is used to cover budget deficits and any unforeseen major capital expenses. To put this into perspective, the CHE will need to be upgraded and replaced in 2027. This upgrade is outside of the NG9-1-1 migration project. Staff estimate that the cost to upgrade the CHE and replace outdated equipment will be approximately $40,000 per position. With 330 positions, the cost impact is approximately $13.2 million, which does not include network costs and backroom equipment. This could have a significant impact on PSAPs locally if the District does not have the revenue to cover the expenses.

The migration to NG9-1-1 will be a substantial investment. As noted above, it is anticipated that the capital costs of the migration will be covered by a grant; however, the maintenance costs (outside of year one) will likely exceed $9 million annually to support both the network and NGCS. Based on the current operating budget, this will increase expenses by more than $9 million and expedite the depletion of reserves two-fold if revenue is not increased at the state level. To prepare for the costs of migrating to NG9-1-1, the District has had to reduce its budget by almost $3 million. District staff reported that the largest reductions to the budget have centered around the network, training, and public education.

Aside from advancing technology costs due to NG9-1-1, the District is facing a potential facility need because of an eminent domain situation, which will further strain reserves and reduce surplus revenue.

Although the District has taken incremental steps to alleviate the impacts of rising costs with stagnant outdated device fees revenue from the state, the cost of technology has continued to outpace the District's ability to support it, which has created a sense of urgency to shift the paradigm. The Board decision to dissolve the assistance program is the first step to support the 9-1-1 infrastructure.

3.2.2 PSAP Operating Budgets

Since most PSAPs operate as a division under a law enforcement agency, their budgets are embedded into the law enforcement budgets, which makes it difficult to determine true operating expenses. Most agencies reported little overhead and other costs, with personnel costs totaling the largest portion of their overall operating budget expenses. All PSAPs subsidize operating budgets with general funds because the 9-1-1 funding only pays for the CHE and basic training and does not pay for workforce expenses (telecommunicator wages and benefits).

A common factor to examine for fiscal efficiencies is the cost per 9-1-1 call. In other words, how much does it cost the PSAP to deliver services on a per-call basis? The same calculation can be factored on a per-capita basis.

Only 11 of the survey respondents provided budget information and, in some cases, the information was not entirely complete because of how integrated the budgets are within their respective department budget. Of the

PSAPs that responded, the range was $14.00 per call to $177 per call when the operating budget was divided by the number of 9-1-1 calls. In MCP's experience, an optimal cost is less than $40 per 9-1-1 call.

The following table includes a cost-per-call sampling based on the 9-1-1 call volume reported by the District and the budget information submitted through the survey. Many PSAPs included only personnel costs so all other costs to operate are not factored into the cost per 9-1-1 call calculation.

In most cases, an assumption can made that the cost per call is higher than what was reported, not only because some PSAPs only included the personnel costs but also because of how much of the operating budget is covered by the department budget that the PSAP falls under.

Table 4: PSAP Cost per Call Sampling

PSAP Location	Annual 9-1-1 Volume (2022)	Reported Operating Budget	Cost per 9-1-1 Call (rounded)	Notes
Arlington PD	283,733	$10,937,979	$39	Personnel, overhead, and other costs included.
Azle PD	7,073	$502,351	$71	Personnel and other costs included; does not include IT support.
Bedford PD	26,581	$985,450	$37	*Budget estimate based on 13 full-time employees at $56,151 annual wage + 35% benefits. This estimate does not include overhead.*
Benbrook PD	11,970	$893,055	$75	Personnel and other costs included.
Burleson PD	19,626	$1.5 million	$76	*Budget estimate based on 22 full-time employees at $50,014 annual wage + 35% benefits. This estimate does not include overhead.*
Crowley PD	7,917	$626,440	$79	Personnel costs only.
Dalworthington Gardens DPS	1,669	*$345,263*	*$207*	*Budget estimate based on 4 full-time employees at $46,500 annual wage + 35% benefits. This estimate does not include overhead, other costs, or the additional 2 full-time employees it would take to cover a 24 x 7 shift.*
DFW	31,846	5,638,710	$177	Personnel costs only.

PSAP Location	Annual 9-1-1 Volume (2022)	Reported Operating Budget	Cost per 9-1-1 Call (rounded)	Notes
Euless PD	27,979	$1.1 million	$39	*Budget estimate based on 13 full-time employees at $64,093 annual wage + 35% benefits. This estimate does not include overhead.*
Fort Worth FD	83,145	$4,823,992	$58	Personnel and other costs included.
Fort Worth PD	767,799	$10,394,963	$14	Personnel costs only.
Grand Prairie PD	116,711	$4,454,047	$38	Includes personnel and overhead budget; does not include IT budget.
Grapevine PD	29,368	$2 million	$68	*Budget estimate based on 23 full-time employees at $64,522 annual wage + 35% benefits. This estimate does not include overhead.*
Hurst PD	25,691	$920,000	$36	Includes personnel, overhead, and operating budget; PSAP reported significant staffing shortages impacting the budget.
Irving FD	21,414	$1.7 million	$79	*Budget estimate based on 20 full-time employees at $65,532 annual wage + 35% benefits. This estimate does not include overhead.*
Irving PD	154,316	$5.3 million	$34	*Budget estimate based on 60 full-time employees at $65,532 annual wage + 35% benefits. This estimate does not include overhead.*
Lake Worth PD	9,791	$533,625	$55	Personnel costs only; PSAP noted all other costs covered by PD.
Mansfield PD	40,103	$2.1 million	$52	*Budget estimate based on 24 full-time employees at $65,500 annual wage + 35% benefits. This estimate does not include overhead.*
MedStar Mobile Healthcare	133,921	$2,816,590	$21	Personnel costs only.

PSAP Location	Annual 9-1-1 Volume (2022)	Reported Operating Budget	Cost per 9-1-1 Call (rounded)	Notes
NETCOM	37,425	$1.6 million	$43	*Budget estimate based on 21 full-time employees at $56,243 annual wage + 35% benefits. This estimate does not include overhead.*
North Richland Hills PD	73,050	$1,845,672	$25	Personnel, other costs, and overhead included.
Pantego PD	2,093	*$290,250*	*$139*	*Budget estimate based on 4 full-time employees at 47,500 annual wage + 35% benefits. This estimate does not include overhead.*
River Oaks PD	2,865	$319,950	$112	*Budget estimate based on 6 full-time employees (covers one position 24 x 7) at $39,500 annual wage + 35% benefits. This estimate does not include overhead.*
Saginaw PD	10,538	$765,566	$73	Personnel and other costs included.
Tarrant County Regional Communications	13,824	$1,466,864	$106	*Personnel and other costs included. These numbers were reported prior to consolidation with Tarrant Co Fire Alarm.*
Tarrant County SO	39,272	$1.6 million	$41	*Budget estimate based on 24 full-time employees at $50,003 annual wage + 35% benefits. This estimate does not include overhead.*
Westover Hills PD	226	$336,150	$1,487	*Budget estimate based on 6 full-time employees (covers one position 24 x 7) at $41,500 annual wage + 35% benefits. This estimate does not include overhead.*
White Settlement PD	17,745	$1.3 million	$73	*Budget estimate based on 18 full-time employees at $54,700 annual wage + 35% benefits. This estimate does not include overhead.*

3.3 Operations

Key Findings

- Non-core (ancillary) functions that are not commonly found in standalone PSAPs include detention/jail duties, a walkup window, triaging administrative calls, and other law enforcement-related administrative and records support duties.
- Administrative phone calls comprise more than 50% of the overall call volume and, in some cases, administrative phone calls comprise more than 85% of the volume.
- With support from the District, the PSAPs provide an average of 15 to 36 hours of continuing education annually.
- Fifteen survey respondents reported having a quality assurance/quality improvement (QA/QI) program.
- Twelve survey respondents reported they provide EMD.
- The majority of PSAPs in the District cross-train their telecommunicators to answer emergency calls and dispatch police and/or fire/EMS, with most telecommunicators performing call-taker duties simultaneously while dispatching with no clear separation of functions.

Functions, Workload, and Duty Assignments

Combined, the PSAPs process more than two million 9-1-1 calls annually. In addition to core functions (emergency call processing, analyzing of data, dispatching, and accounting for field responders), the PSAPs also have non-core (ancillary) functions that range from administrative duties to booking and jail duties. Non-core functions that are being performed today include:

- Jail duties include receiving and processing inmates, pat downs, serving meals, jail checks, and supervising inmates.
- Security includes monitoring interior and exterior security cameras, including remote city facilities and parking lots.
- Administrative duties include administrative call triaging and processing administrative-related requests and inquiries (internal and/or external).
- Walkup window includes actively staffing the main lobby/walkup window of the police department and handling requests, processing transactions involving cash, requests for records, and fingerprinting.
- Vehicle releases include all administrative duties related to towed and impounded vehicles.
- City/county services include supporting the police department and other city departments (e.g., animal control, public works) and providing related services and/or making notifications (e.g., medical examiner, funeral homes, and other county/city departments).
- Early warning system notifications (tornado sirens/mass notifications) include activating the severe weather sirens, making related notifications, and conducting other mass notifications.
- Warrants/Records include tasks related to entering, modifying, removing, and/or processing warrants, sex offender registries, and other protective orders; processing bonds; issuing and logging court dates; and criminal history inquiries.

MCP found the non-core functions to be more prevalent in the PSAPs that are a division of a law enforcement agency. Non-traditional PSAPs, such as DFW, have more unique (airport-specific) non-core functions such as access control, increased camera monitoring, and public address notifications. MedStar has a unique ancillary duty related to processing non-emergency requests for ambulance transports, which includes capturing billing information. The most common non-core duties in the region are administrative, warrants/records, security camera monitoring, walkup window, and support services, as shown in the table below.

Table 5: Non-Core Duties

PSAP Location	Jail Duties	Security (Active Monitor)	Administrative Duties	Walkup Window	Vehicle Releases	City/County Services	Early Warning System Notifications	Warrants/Records
Arlington PD								✓
Azle PD	✓	✓	✓	✓	✓	✓	✓	✓
Benbrook PD		✓	✓	✓	✓	✓		✓
Burleson PD	✓	✓	✓		✓	✓	✓	✓
Crowley PD	✓	✓	✓	✓	✓	✓	✓	✓
Dalworthington Gardens DPS	✓		✓	✓				✓
DFW		✓	✓					✓
Euless PD	None reported							
Fort Worth FD			✓			✓	✓	✓
Fort Worth PD		✓	✓					✓
Grand Prairie PD		✓	✓			✓	✓	✓
Grapevine PD	✓	✓	✓	✓		✓	✓	✓
Hurst PD	✓	✓	✓				✓	✓
Irving PD						✓		✓
Lake Worth PD	✓	✓	✓	✓		✓	✓	✓
Mansfield PD		✓	✓			✓		✓

PSAP Location	Jail Duties	Security (Active Monitor)	Administrative Duties	Walkup Window	Vehicle Releases	City/County Services	Early Warning System Notifications	Warrants/Records
MedStar Mobile Healthcare			✓					
NETCOM		✓					✓	✓
North Richland Hills PD	✓	✓	✓			✓		✓
Pantego PD	✓		✓	✓				✓
River Oaks PD	None Reported							
Saginaw PD	✓	✓		✓		✓		✓
Tarrant County Regional Communications			✓	✓	✓	✓	✓	✓
Tarrant County SO	None Reported							
Westover Hills PD		✓		✓	✓			
White Settlement PD	None Reported							

While it is not unusual for PSAP staff to be assigned ancillary duties, especially when the PSAP is a division of a law enforcement agency, it can significantly impact the utilization rate[42] of telecommunicators and, at times, be particularly challenging for telecommunicators to juggle the non-core duties with higher priority emergency communications. Further, agencies that require their telecommunicators to perform certain jail duties may create scenarios (e.g., direct inmate interaction) where the telecommunicator is taken away from their primary duties of answering emergency calls, dispatching, and accounting for field responders, which is inherently risky if there is only one telecommunicator on duty.

Approximately 46% of the PSAPs in the District operate with a minimum of one or two telecommunicators per shift.[43] Many PSAPs in the District cross-train their telecommunicators to answer emergency calls and dispatch police and/or fire/EMS. Cross-training can benefit PSAPs in many ways, including increasing productivity, allowing for more effective succession planning, and reducing staffing needs; however, PSAPs integrating call-

[42] Utilization is the percentage of time each shift that staff are *available* to do their respective job.
[43] This calculation includes some assumptions for agencies that did not respond to the survey.

taker duties simultaneously with dispatching are prone to mishaps due to the lack of separate or clearly defined functions.

An area of particular concern that was noted during the town hall discussions and staff interviews is the workload from handling non-emergency and administrative calls. As shown in the table that follows, almost 76% of the PSAPs report administrative call volumes in excess of 50% of their overall call volume. For 31% of those PSAPs, the administrative call volume (70% or greater) far exceeds the emergency call volume.

It is common for administrative calls to take longer for call processing than emergency calls, as sometimes they can be more involved and complex than simply gathering the location and nature, then dispatching field responders. Based on industry experience, MCP estimates that administrative calls range from 120 to 150 seconds per call and 9-1-1 calls on average range from 90 to 100 seconds. The more involved administrative calls can be taxing on PSAPs that have only one telecommunicator on duty who is also handling emergency calls and dispatching field responders. Administrative call processing often requires telecommunicators to place people on hold while they handle higher priority tasks, which contributes to longer call processing times or can unintentionally delay the answering of emergency calls or radio transmissions.

Table 6: 2022 9-1-1 and Administrative Call Volume Overview

PSAP Location	Annual 9-1-1 Volume (2022)	10-Digit Call Volume	Admin[44] Call Volume	Total Call Volume	Emergency Call Volume (% of total)	Admin Call Volume (% of total)
Arlington PD	283,733	9,844	181,315	474,892	62%	38%
Azle PD	7,073	153	41,393	48,619	15%	85%
Bedford PD	26,581	925	59,688	87,194	32%	68%
Benbrook PD	11,970	140	22,789	34,899	35%	65%
Burleson PD	19,626	500	27,572	47,698	42%	58%
Crowley PD	7,917	380	18,497	26,794	31%	69%
Dalworthington Gardens DPS	1,669	532	256	2,457	90%	10%
DFW	31,846	149	103,427	135,422	24%	76%
Euless PD	27,979	451	75,429	103,859	27%	73%
Fort Worth FD	83,145	1,885	76,055	161,085	53%	47%
Fort Worth PD	767,799	27,012	584,332	1,379,143	58%	42%

[44] Administrative

PSAP Location	Annual 9-1-1 Volume (2022)	10-Digit Call Volume	Admin[44] Call Volume	Total Call Volume	Emergency Call Volume (% of total)	Admin Call Volume (% of total)
Grand Prairie PD	116,711	4,798	190,571	312,080	39%	61%
Grapevine PD	29,368	174	78,232	107,774	27%	73%
Hurst PD	25,691	1,984	53,753	81,428	34%	66%
Irving FD	21,414	2,568	29,307	53,289	45%	55%
Irving PD	154,316	1,730	314,817	470,863	33%	67%
Lake Worth PD	9,791	324	30,426	40,541	25%	75%
Mansfield PD	40,103	590	68,089	108,782	37%	63%
MedStar Mobile Healthcare	133,921	0	148,912	282,833	47%	53%
NETCOM	37,425	291	26,606	64,322	59%	41%
North Richland Hills PD	73,050	2,602	141,125	216,777	35%	65%
Pantego PD	2,093	272	7,522	9,887	24%	76%
River Oaks PD	2,865	146	18,204	21,215	14%	86%
Saginaw PD	10,538	87	39,028	49,653	21%	79%
Tarrant County Regional Communications	13,824	684	45,829	60,337	24%	76%
Tarrant County SO	39,272	345	132,735	172,352	23%	77%
Westover Hills PD	226	71	806	1,103	27%	73%
White Settlement PD	17,745	339	4,166	22,250	81%	19%
Total	**1,997,691**	**58,976**	**2,520,881**	**4,577,548**		

3.3.1 Call Transfers

When there are multiple PSAPs operating near each other, there are inherent call transfers. Whether the emergency call came in on a cellular line that was misrouted or there is a need to route the call elsewhere for police, fire, or EMS to be dispatched, transfers are routine. In 2022, callers (including on 9-1-1 lines) were transferred between PSAPs throughout the District approximately 340,680[45] times, which is 39 call transfers an hour. The following table breaks down the call transfers and includes the most common PSAPs that calls were transferred to or from.

Table 7: District Call Transfers

PSAP Location	Transfer To	Transfer From	Total Transfers	Common Transfer Locations
Arlington PD	13,225	11,524	24,749	City of Dallas, Fort Worth PD, Grand Prairie PD, Mansfield PD
Azle PD	1,228	2,301	3,529	Fort Worth PD, Lake Worth PD, Tarrant County SO, Tarrant County Regional Communications
Bedford PD	2,364	2,316	4,680	Euless PD, Grapevine PD, Fort Worth PD, Hurst PD, NETCOM
Benbrook PD	1,277	2,187	3,464	Fort Worth PD, Tarrant County SO, MedStar
Burleson PD	1,647	5,248	6,895	Crowley PD, Fort Worth PD, MedStar, Tarrant County SO
Crowley PD	952	722	1,674	Burleson PD, Fort Worth PD, Tarrant County SO
Dalworthington Gardens DPS	431	65	496	Arlington PD
DFW	1,023	2,494	3,517	Euless PD, Grapevine PD, Irving PD
Euless PD	2,448	3,267	5,715	Bedford PD, Fort Worth PD, Grapevine PD, Hurst PD, Irving PD, NETCOM
Fort Worth FD	82,588	39,584	122,172	Fort Worth PD, Lake Worth PD, MedStar, Saginaw PD
Fort Worth PD	33,044	177,454	210,498	Arlington PD, Bedford PD, Benbrook PD, Burleson PD, Crowley PD, Euless PD, Fort Worth FD, Grand Prairie PD, Hurst PD, Lake Worth PD, Mansfield PD, MedStar, NETCOM, North Richland Hills PD, River Oaks PD, Saginaw PD, Sansom Park (White Settlement beginning June 2023), Tarrant County

[45] This number represents outbound transfers only.

PSAP Location	Transfer To	Transfer From	Total Transfers	Common Transfer Locations
				SO, Tarrant County Regional Communications, White Settlement PD
Grand Prairie PD	7,796	9,714	17,510	Arlington PD, City of Dallas, Fort Worth PD, Irving PD, Mansfield PD
Grapevine PD	3,213	1,203	4,416	DFW, Euless PD, Irving PD, NETCOM
Hurst PD	2683	4,046	6,729	Bedford PD, Euless PD, Fort Worth PD, NETCOM, North Richland Hills PD
Irving FD	20,581	477	21,058	Irving PD
Irving PD	4,389	25,544	29,933	Arlington PD, City of Dallas, DFW, Euless PD, Grand Prairie PD, Irving FD
Lake Worth PD	1,139	3,752	4,891	Fort Worth PD, Fort Worth FD, MedStar, Tarrant County SO
Mansfield PD	2,546	3,560	6,106	Arlington PD, Fort Worth PD, Grand Prairie PD, Tarrant County SO
MedStar Mobile Healthcare	133,082	2,271	135,353	Benbrook PD, Burleson PD, Tarrant County Regional Communications, Fort Worth FD, Fort Worth PD, Lake Worth PD, North Richland Hills PD, River Oaks PD, Saginaw PD, Sansom Park, Tarrant County SO
NETCOM	1,633	3,697	5,330	Fort Worth PD, Grapevine PD, Hurst PD, North Richland Hills PD
North Richland Hills PD	4,659	10,530	15,189	Fort Worth PD, Hurst PD, MedStar, NETCOM
Pantego PD	714	199	913	Arlington PD
River Oaks PD	526	835	1,361	Fort Worth PD, MedStar
Saginaw PD	856	3,204	4,060	Fort Worth PD, Fort Worth FD, MedStar
Tarrant County SO	2,810	15,539	18,349	Azle PD, Benbrook PD, Burleson PD, Crowley PD, Fort Worth PD, Mansfield PD, MedStar, Sansom Park, Tarrant County Regional Communications

PSAP Location	Transfer To	Transfer From	Total Transfers	Common Transfer Locations
Tarrant County Regional Communications	12,500	5,536	18,036	Azle PD, Fort Worth PD, MedStar, Tarrant County SO, White Settlement PD
Westover Hills PD	37	45	82	Fort Worth PD, MedStar
White Settlement PD	1,289	2,115	3,404	Fort Worth PD, MedStar, Tarrant County SO
Total	**340,680**	**339,429**	**680,109**	

Based on MCP's industry experience, call transfers generally take approximately 90 seconds on average. Transfers have inherent risk because callers may be lost in the transfer or may be transferred to multiple locations—either because they were sent initially to the wrong PSAP or the call had to be transferred a second or third time because it involved other agencies. Often, callers must convey their information to call-takers more than once because they were transferred to another agency for dispatch, which can extend the amount of time it takes to get proper field responders dispatched. Using a factor of 90 seconds to calculate the time it takes to transfer approximately 340,000 calls annually is a staggering 8,500 hours of work.

3.3.2 Training

All survey respondents report they have a structured training program; they are predominantly homegrown programs not developed from national standards or best practices. Most of the smaller PSAPs conduct new hire training with on-the-job training (OJT) and very little to no classroom training.

The Texas Commission on Law Enforcement (TCOLE) requires telecommunicators in the state to be licensed.[46] The District is a contracted training provider for TCOLE and offers both initial basic training for telecommunicators and continuing education classes. Telecommunicators in the state must complete a minimum of 20 hours of continuing education every two years. The national standard recommends a minimum of 24 hours every two years.[47] Agencies, however, reported an average of 15 to 36 hours annually for continuing education. While agencies generally reported that they are willing to send veteran employees to any available training, they are limited by staffing constraints. The District reported that PSAPs routinely take advantage of their training offerings. All courses offered by the District are in-person and free of charge. TCOLE's licensure program for telecommunications aligns with the Association of Public-Safety Communications Officials (APCO) International standard *APCO ANS Minimum Training Standards for Public Safety Telecommunicator*[48] and the National 911 Program's *Recommended Minimum Training Guidelines for the Telecommunicator*[49].

[46] Telecommunications Officers | Texas Commission on Law Enforcement
[47] APCO ANS Minimum Training Standards for Public Safety Telecommunicators
[48] Ibid
[49] Recommended 911 Minimum Training for Telecommunicators | 911.gov

3.3.3 Standard Operating Procedures

As noted in Table 3, 14 survey respondents reported they have SOPs or standard operating guidelines (SOGs). Four PSAPs reported having no SOPs or are developing them. Some smaller PSAPs have SOPs that fall under their host law enforcement agency but apply to emergency call processing and dispatching.

A well-researched SOP is one that relies on information gathered from agencies or sources outside one's own. A well-designed SOP is one that covers the information it claims to and should be confined to a limited topic and not drift into other areas. A well-written SOP is one that is easy to understand and follow; it should have a logical flow and not use confusing language. A key to good SOPs is that they must be well-trained to be effective. Training on SOPs can take several forms, including using software programs that track the status of employee reviews, and can vary depending on the level to which an agency is already trained.

Current and accurate are the final two components of good SOPs. Even the best-written SOP manual will become obsolete if it is not regularly reviewed and updated, which necessitates a policy that defines the timeframe and how SOPs will be reviewed and updated if necessary. An annual review of every policy is generally a best practice. Relevancy, content, accuracy, and applicability should be considered, as should changes in the organization's technology, structure, and size.

It is essential to risk management that PSAPs have clearly defined SOPs that present a set of uniform procedures for every member of the agency to follow. In addition to being well-researched, well-designed, well-written, well-trained, current, and accurate, it is important the SOPs are readily available and accessible to all staff, preferably in electronic format.

PSAPs are unique and require SOPs that are applicable to actual PSAP operations, technologies, and facilities. SOPs are directly tied to performance management, service levels, and risk mitigation. Efficiencies may be gained in the District by developing model templates that can be easily adapted and applied to PSAPs in need of SOPs.

3.3.4 Use of Call Processing Protocols and T-CPR

Twelve of the survey respondents use commercially available structured protocols for emergency medical incidents. Several PSAPs transfer callers to other PSAPs and agencies that provide EMD and are responsible for dispatching medical responders. As not every PSAP offers EMD and there may be a transfer or no EMD provided at all, there is disparity in EMD services offered to callers across the District. A resident or visitor driving through the District cannot be confident that they will receive this potentially lifesaving service that has become an expected level of service and standard of care across the country. The ability to provide EMD is further complicated by the fact that some PSAPs have only one telecommunicator on duty (see Section 3.4.1), which is not a best practice and makes it challenging to work through an extended medical call.

Conversely, and not considered a standard of care, no PSAPs utilize commercially available structured protocols for law enforcement (EPD[50]) opting to rely on SOPs. Only Fort Worth FD uses structured protocols for fire incidents (EFD[51]).

Whether commercially available or built in-house, a clearly defined, standard procedure for call-taking is important to PSAP operations as it promotes uniformity of process, reinforces training, and reduces errors. Standardized protocols (i.e., EMD) were first developed for emergency medical calls to provide consistent zero medical-response-time guidance by asking questions in the proper order, thereby maximizing caller information

[50] Emergency police dispatch
[51] Emergency fire dispatch

and improving field response, while also providing pre-arrival instructions until field responders arrive.[52] The provision of EMD has become an expected standard of care by the public. Whether an organization uses a third-party set of protocols or has developed its own, it is important that the protocols and any pre-arrival instructions are clearly defined and align with standards, even voluntary standards such as those developed by the American Society for Testing and Materials (ASTM).

In September 2021, Texas passed House Bill 786 requiring all dispatchers and telecommunicators to receive and complete training in T-CPR; however, the State does not mandate that T-CPR will actually be provided to callers. In addition to the 12 PSAPs that use a structured EMD protocol, Dalworthington Gardens DPS noted it provides T-CPR. This is an area where service levels could be more consistently provided across the District; the newly signed T-CPR requirement is a step in the right direction.

3.3.5 Quality Assurance and Performance Management

Fifteen of the survey respondents use metrics and/or QA to monitor and improve the performance of their overall operation and personnel. Performance management, including QA, provides for holistic organizational success and includes everyone in a PSAP from telecommunicators to managers and directors. The process is cyclical and is a means to assure that everyone understands their respective roles and responsibilities, has the resources to complete them, be successful, and meets expectations. The performance management cycle includes five elements: plan, monitor, review, improve, and measure.

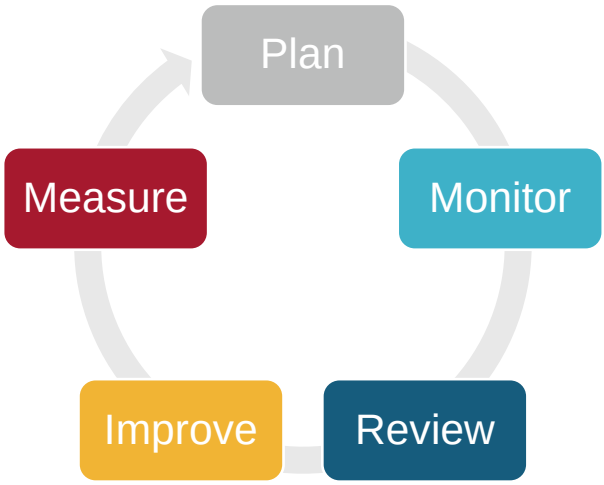

Figure 6: Performance Management Cycle

One of the easiest ways to evaluate an organization using this cycle is to review key performance indicators (KPIs). KPIs are a set of quantifiable performance measures used by an agency to gauge progress toward meeting its strategic and operational goals. KPIs— such as abandoned call rate (see 3.4.2), 9-1-1 call wait times, pick up to queue, queue to dispatch, non-emergency call-wait times, and total call processing times—can all be used to measure PSAP performance. Using these measurements, an organization's leadership can begin to evaluate if emergency and non-emergency requests for service are processed in a timely manner. If the numbers fall outside of what would be considered the norm for a PSAP—National Emergency Number Association (NENA) and National Fire Protection Association (NFPA) call answering standards, for example—leadership can establish processes or procedures to help move these values more toward the norm. Once implemented, leadership can re-evaluate the statistics to determine if there has been an improvement.

QA is another way the performance management cycle can be applied. According to the American Society for Quality (ASQ), QA is "part of quality management focused on providing confidence that quality requirements will

[52] "Pre-Arrival Instructions (or PAI's) [sic] provide potentially life-saving, scripted instructions for callers trapped in a sinking vehicle or structure fire, water rescue incidents, a person who is on fire, a caller who is in danger but not trapped, or a situation where there is a HAZMAT danger. Collectively, these protocols and instructions are referred to as Dispatch Life Support Instructions. Dispatch Life Support Instructions make it possible for properly trained calltakers to provide a Zero Minute Response™." Priority Dispatch, 2020. https://prioritydispatch.net/emd-cardset/

be fulfilled."[53] In a PSAP, this equates to "all actions taken to ensure that standards and procedures are adhered to and that delivered products or services meet performance requirements."[54]

Other KPIs should be integrated into a QA program to monitor and improve the overall performance of personnel and the PSAP as a whole. It is important for PSAPs to monitor and measure various KPIs with the intent of improving performance. It is also important to establish a standardized QA and effective feedback process for telecommunicators. This is a best practice that can identify areas that are consistently meeting the expectations of the organization and those that are falling short.

There are several national standards that can be used to establish and support performance measurement and QA programs:

- APCO/NENA ANS 1.107.1.2015, *Standard for the Establishment of a Quality Assurance and Quality Improvement Program for Public Safety Answering Points*
    - This standard requires that at least 2% of all calls for service are reviewed (call-taking and dispatch for a single incident are conducted under separate review processes), unless prohibitive.
- APCO ANS 3.106.2-2017, *Core Competencies and Minimum Training Standards for Public Safety Communications Quality Assurance Evaluators (QAE)*
- APCO ANS 1.118.1-2020, *Key Performance Indicators for Public Safety Communications Personnel*

Performance measurements and QA can improve the efficiencies of the PSAPs and the overall service levels of the region by providing agencies with quantifiable and qualifiable data and information on where adjustments are needed. It can often be difficult for smaller PSAPs to proactively perform QA and monitor other performance metrics because of limited support staff.

[53] "Quality Assurance vs. Quality Control." American Society for Quality. https://asq.org/quality-resources/quality-assurance-vs-control

[54] "Standard for the Establishment of a Quality Assurance and Quality Improvement Program for Public Safety Answering Points." APCO/NENA ANS 1.107.1-2015. https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/APCO-NENA_ANS_1.107.1.2015_Q.pdf

3.4 Personnel and Workforce Management

Key Findings

- The majority of PSAPs in the District are small, with two positions and a minimum of one or two employees per shift.
- PSAP staff reported significant challenges with disparate telecommunicator wages across the District that cause competition for limited applicants.
- The average starting wage range for telecommunicators in the District is approximately $46,711 to $63,007.
- For the PSAPs that have one to two telecommunicators on duty, the capacity potential is limited and may make it difficult to effectively manage a call surge.
- It is a common practice throughout the District for the smaller PSAPs to have sworn personnel cover shortages when necessary.
- The majority of PSAPs experience challenges related to hiring and retaining qualified applicants.

Today, organizations throughout the world face many challenges in the management of their personnel—their human capital—and public safety agencies are no exception. Personnel management is different from organizational leadership and involves a variety of functions that encompass more than just staffing, including personnel planning, development, and compensation to name a few.

The HR function in any organization is important. Without proper attention, even the best organizations can falter. One of the most critical HR functions within any PSAP is that of personnel management. Personnel are an agency's greatest asset, and proper management must be exercised to maintain an effective and efficient operation. Personnel management is a specialized aspect of an organization's overall HR management practices that focuses on those policies and practices by which the agency hires and develops its workforce.

Many PSAPs across the country are struggling with staffing shortages. Tenured employees are retiring, while others simply leave for any number of reasons—shift work, the hours, childcare issues, stress, and better pay in the private sector. In addition to limited applicant pools, often-stringent job qualifications (e.g., background checks, prior drug usage) disqualify many, as do the lengthy application processes; it is not unusual for many PSAPs to have processes that take upwards of six months from application to start date. Thus, PSAPs often find themselves with a revolving door for staff; unfortunately, many are not able to fill the vacancies before more staff leave, creating an even larger gap.

3.4.1 Staffing

As shown in the following table, the majority of PSAPs in the District have one telecommunicator on duty at any given time. Throughout the District, dispatch positions are covered by mostly civilian telecommunicators; however, Fort Worth FD dispatch and Irving FD are solely sworn firefighters.

Table 8: Staffing and Turnover

PSAP Location	TCs[55] (Authorized Strength)	Minimum Staffing per Shift (TCs)	Optimal Staffing per Shift (TCs)	Current Retention
Arlington PD	88	15 to 20	19 to 24	80%
Azle PD	8	2	3	100%
Bedford PD	13	2[56]	2	85%
Benbrook PD	8	1	1	62.5%
Burleson PD	18	2 to 3	4	83%
Crowley PD	9	1	2	89%
Dalworthington Gardens DPS	4	1	1	75%
DFW	37	2	4	53%
Euless PD	13[57]	2	2	N/R
Fort Worth FD	27	5	6-8	96%
Fort Worth PD	166	26 (average)	31 (average)	84%
Grand Prairie PD	40	8 to 9	11	90%
Grapevine PD	23	3	6 – Days 5 – Evenings	70%
Hurst PD	12	2	3	75%
Irving FD	20	3[58]	3	100%
Irving PD	60	8	11	67%
Lake Worth PD	6	1	2	100%
Mansfield PD	24	4	5	89%

[55] Telecommunicators
[56] Bedford PD did not respond to this question. Based on an authorized strength of 13, MCP assumed a minimum of two telecommunicators per shift.
[57] Euless PD did not respond to the survey. Based on call volume, MCP estimated approximately 13 telecommunicators to fill two positions 24 x 7.
[58] This information was not provided by Irving FD. Based on an authorized strength of 20, MCP assumed a minimum of three telecommunicators on duty per shift.

PSAP Location	TCs[55] (Authorized Strength)	Minimum Staffing per Shift (TCs)	Optimal Staffing per Shift (TCs)	Current Retention
MedStar Mobile Healthcare	43	5 to 8 depending on shift	7 to 12 depending on shift	89%
NETCOM	21	3 to 4	5	81%
North Richland Hills PD	25	3 to 4	5 to 6	84%
Pantego PD	5	1	1	100%
River Oaks PD[59]	6	1	1	N/R
Saginaw PD	7	1	2	86%
Tarrant County Regional Communications	15	4	5 to 6	87.5%
Tarrant County SO[60]	24	4	4	N/R
Westover Hills PD	4	1	1	100%
White Settlement[61]	18	3	3	N/R

The majority of telecommunicators working throughout the District are cross-trained and there are very few PSAPs with a separation between the call-taker and dispatcher roles. In other words, most often the call-taker is also responsible for dispatching the call and handling other non-core duties. The low staffing levels in the smaller PSAPs limit the capacity potential of the majority of PSAPs and create an environment that may be challenging if a PSAP needed to manage a workload surge and/or call overflow from neighboring agencies.

Staff from smaller one-seat PSAPs reported that it is common practice to have sworn personnel (e.g., law enforcement officers) cover a primary call-take/dispatch position when there is an unforeseen vacancy or call surge requiring additional manpower. This is not considered an industry best practice and may present a significant risk to the system if the sworn personnel do not have the same training as the civilian licensed telecommunicators.

[59] River Oaks did not respond to this question. Based on call volume, MCP assumed a minimum of six to staff one position 24 x 7.
[60] Tarrant County SO did not respond to the survey. MCP assumes, based on call volume, that there is a minimum of four on duty and an authorized strength of 24.
[61] White Settlement did not participate in the survey. Based on call volume, MCP assumed a minimum of 18 to staff three positions 24 x 7.

3.4.2 Abandoned Call Rate

Another metric to determine optimal staffing levels is the abandoned call rate. An abandoned call is defined by NENA as "[a]n emergency Call in which the caller disconnects before the Call can be answered by the PSAP (Public Safety Answering Point)."

The District's abandoned call rate has hovered between 10.88% (2022) and 14.93% (2021) for the last two years.

Every center will experience abandoned calls; the goal is to keep them as low as possible. There are many reasons for abandoned calls, including those who "pocket dial," realize they have misdialed, or become frustrated waiting for an answer and hang up. When staff are on another line, incoming calls cannot be answered right away. Regardless of the reason, this creates additional work as staff must try to re-establish contact with the caller to determine if there is an actual emergency.

There is no industry metric for a "normal" number of abandoned calls. In MCP's experience, an abandoned call rate of 8% or less is attainable when a center is appropriately staffed. In the 2021 Talkdesk Global Contact Center KPI Benchmarking Report, the average abandonment rate for government and the public sector in 2020 was 7.44%. MetricNet, a performance benchmarking company in McLean, Virginia, for IT and call centers, suggests an optimal range for abandoned calls is between 4% and 7%. While the focus of these companies is on the service industry, not the 911 industry, there is a correlation between the two. The industries are answering calls from the public in response to their stated mission or objective.

More recently, 8% to 10% is the average abandonment rate for some industries, which is where the District as a whole was in 2022.

3.4.3 Supervision and Span of Control

The span of control guidance in general used to be clear with three to seven direct reports per supervisor, with five considered ideal. However, new guidance regarding the span of control is how many people can be effectively managed, leaving it up to each agency to determine the number.

The International Customer Management Institute (ICMI) notes, "In contact centers, somewhere between 8 and 12 agents per supervisor makes sense in many centers. But a 5:1 or 20:1 ratio may be equally justifiable – there's simply no alternative to understanding your own unique environment and making a decision that is right for you."

In the District, supervision is most commonly the responsibility of law enforcement command personnel, supported by a frontline supervisor or PSAP manager. Some of the larger PSAPs have dedicated supervisors and executive-level civilian oversight. It is common for PSAPs throughout the District to have working supervisors that are part of minimum staffing and assist with emergency call processing and dispatching police, fire, and/or EMS. When supervisors are not available, opportunities for training, performance monitoring and feedback, and correction are inhibited. This puts undue stress on employees and leaves the organization vulnerable to risk due to lapses in service. This is particularly important where the telecommunicator has other ancillary duties.

In cases where there is one telecommunicator on duty without dedicated supervision, this leaves the responsibility for handling problems to the lone telecommunicator, no matter their level of experience.

3.4.4 Recruiting

It is becoming increasingly more difficult to recruit candidates for the position of telecommunicator within the state of Texas and across the nation. There is great concern that the staffing shortages in public safety

communications will increase in the NG9-1-1 environment and will be exasperated by a workforce that desires more work-life balance. Staff interviewed reported low interest in the position and reduced viable applicant pools. In some cases, PSAPs are receiving a sparse two viable applicants per job posting, which is not sustainable. This is a common issue in all sectors of public safety, which was exacerbated by COVID and "the great resignation." Having 28 PSAPs in the District creates unnecessary competition for applicants among the PSAPs in addition to the private sector.

The process of hiring is often long and arduous, especially when compared to the private sector, and many District entities reported that they are trying to streamline the hiring process and reduce the application-to-hiring time. Each PSAP is approaching this independently and at significant duplication of effort and costs when considering that those who leave typically do so within three to six months, at which point the PSAP must initiate the hiring process all over again.

While there are no recruiting or hiring standards, several best practices can help PSAPs achieve success in choosing the right applicant for the position and onboarding them. NENA and APCO both offer courses, staffing and retention reports, and related occupational standards geared toward PSAP staffing.

An effective recruiting program engages a broad spectrum of outreach sources, is reflective of the community's makeup, and considers external influencers, particularly those along municipal and jurisdictional lines. When assessing recruiting practices, agencies should consider:

- Use of social media and external websites
- Application source tracking
- Currency of eligibility requirements
- Response to job postings
- Dedicated and staffed recruiting program
- Pipeline approach to recruitment
- Use of self-elimination tools
- Use of value propositions
- Diversity of recruiting opportunities
- Continual posting strategies

Establishing and maintaining an effective recruiting process is another program that can often be difficult to maintain with limited resources.

3.4.5 Retention

Employee retention is a challenge that continues to strain PSAPs across the nation and the District is no exception. Only eight survey respondents reported they were at authorized telecommunicator strength. All survey respondents listed low applicant pools as a top challenge. Low applicant pools and significant challenges with retention dominated interviews and focused discussions. Almost every staff person interviewed noted that staffing has not been consistent year to year.

A 2017 update to APCO's previous staffing and retention study concluded that the average retention rate for PSAPs is 71%.[62] The average retention rate in the District, based on survey responses, is 86%; however, there

[62] Project RETAINS: Staffing and Retention in Public Safety Answering Points (PSAPs): A Supplemental Study." APCO Project Retains, APCO International. https://www.apcointl.org/resources/staffing-retention/project-retains/

are several PSAPs that have a retention rate below 70%, which causes significant operational challenges with staffing the number of employees to handle the workload. As highlighted in Table 8, numerous PSAPs are operating below their optimal staffing level because they cannot fill the vacancies.

An earlier APCO Project RETAINS report stated, "The strongest and best predictor of a high retention rate was having all authorized positions filled and being fully staffed."

According to SHRM, direct replacement costs can be as high as 50% to 60% of an employee's salary but when factoring in indirect and direct costs such as unemployment, COBRA administration, and overtime to make up lost productivity, the total cost per individual can skyrocket to up to 200%.

When queried, the PSAPs highlighted the following areas as having the most challenging direct impact on retention (in order of most prevalent):

Work-Life Balance	Employees are unwilling or unable to work the shifts needed to meet service level demand in a 24 x 7 operating environment.
Performance and Workload	New hires cannot meet minimum performance expectations and service levels.
Viable Applicants	Applicant pools for telecommunicator positions are too low to recruit qualified candidates.
Wages and Benefits	Wages and benefits are not competitive enough to recruit and retain qualified candidates and employees.

Figure 7: Direct Impacts on Retention

Based on MCP's experiences and numerous interactions with PSAPs and industry professionals, an effective retention program is one in which the organization is consistently within 5% of filling all authorized positions and can achieve an outcome where 80% of employees still are on the job three years later.

The long-term implications of continued turnover open the door for more people to leave. Unfortunately, smaller PSAPs often are impacted to a greater degree than larger centers that have more staff to absorb the resulting vacancy.

The more work demanded, the less desirable the working conditions, and the more turnover created. The more turnover created the higher the budgetary impacts. When more turnover is created, this leads to more work being demanded from existing staff and less desirable working conditions. It can increase to the point that a PSAP may never see a "full staff" level again. However, not all turnover is bad. "Some turnover is healthy because it weeds out the disengaged ..."[63]

Turnover is expensive. According to the Society for Human Resource Management (SHRM)[64], direct replacement costs can be as high as 50% to 60% of an employee's salary but when factoring in indirect and direct costs such as unemployment, Consolidated Omnibus Budget Reconciliation Act (COBRA) administration,

[63] Fox, Adrienne. "Drive Turnover Down." SHRM. July 1, 2012. https://www.shrm.org/hr-today/news/hr-magazine/pages/0712fox.aspx
[64] Retaining Talent: A Guide to Analyzing and Managing Employee Turnover (shrm.org)

and overtime to make up lost productivity, the total cost per individual can skyrocket to up to 200%. Based on those statistics and a telecommunicator's annual salary in the District of $46,711 on average, excluding benefits, (see Section 3.4.6), the cost to an agency of losing and replacing a single telecommunicator can range between $23,356 and $93,422.

The problem in public safety, however, is that with an industry annual turnover rate between 25% and 30%, PSAPs are not replacing single positions, rather they are in a state of constant recruiting and hiring. A state that can no longer even be considered cyclical and cannot be managed through traditional HR means.

Based on PSAP data (Table 8), with 720 telecommunicators District-wide—an average of 26 per agency—experiencing an average 14% turnover (Table 8), PSAPs may at any point be actively recruiting for approximately 101 positions District-wide (four per agency). Using the same average salary example ($46,711) and multiplying that out, the cost of turnover ranges District-wide from $2,358,906 to $9,435,622 ($84,247 to $336,987 per PSAP on average).

3.4.6 Salaries and Benefits

According to the United States (U.S.) Bureau of Labor Statistics and U.S. Department of Labor, the median wage for police, fire, and ambulance dispatchers is $46,670 or $22.44 an hour (2021).[65] Wage ranges in the District PSAPs are generally at or above the national median range (see Appendix D). The average starting wage for telecommunicators in the District is approximately $46,711. The average top-out wage in the District is approximately $63,007. The average wages do not include the wages for the Fort Worth FD PSAP because sworn firefighters staff the PSAP and their wage range is significantly higher than telecommunicators ($63,806 – $88,697) and even Fort Worth PD dispatchers.

Given the proximity of the PSAPs, there is competition among them when it comes to hiring. Those agencies that lag below the average are prone to losing employees to other 9-1-1 centers that may pay more or have more desirable benefits. Alternatively, several PSAPs have comparable wages to other PSAPs in the District, and if their workload is lower than a neighboring PSAP but the wages and benefits are similar, a candidate may find the position more desirable.

There is also considerable risk with competition from private sector companies for the PSAPs that are at the low end of the scale. This disparity and competition include benefits, which significantly impact a PSAP's ability to attract and retain employees, especially given the level of responsibility, volume of work, and requirement to work shifts outside of normal business hours.

During town halls, staff and stakeholders reported significant raises and adjustments to the starting wages were made by some larger PSAPs; in some cases, this resulted in an increase of 20% or more. These increases further exacerbated the existing challenges caused by having 28 PSAPs operating and competing in the District and the overall recruiting market in the region. While in general PSAP staff have traditionally been underpaid nationwide, the impacts of what essentially have become "bidding wars," as PSAPs respond by making similar adjustments, negatively impact retention for others because they lose employees to higher paying PSAPs. This highlights the importance of regionalization efforts, regular compensation studies that determine comparative salaries and benefits within the District, as well as an opportunity for District entities to establish common compensation ranges—otherwise the PSAPs will continue to compete against each other for finite applicant pools.

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[65] Police, Fire, and Ambulance Dispatchers: Occupational Outlook Handbook: U.S. Bureau of Labor Statistics (bls.gov)

3.5 Technology and Systems in Use

Key Findings

- The PSAP CHE systems are already virtually consolidated and supported by District infrastructure.
- An Emergency Services Internet Protocol (IP) network (ESInet) exists between all District CHE hosts and the PSAPs.
- Current core technology could be leveraged to improve situational awareness and interoperability between agencies (e.g., ability to route calls within the CHE and share incidents in CAD).
- Calls do not automatically reroute to other PSAPs during surges or overflows. However, to mitigate against 9-1-1 calls going unanswered during 9-1-1 network outages and PSAP problems, calls can be manually rerouted to another PSAP through a make-busy switch located at each PSAP.
- Misrouted wireless 9-1-1 calls are a common occurrence.
- Radio coverage is not a barrier to regionalization as all District field responders use a common Motorola 800-megahertz (MHz) radio system, which is not provided by the District.
- In addition to shared talkgroups, each PSAP operates its own dispatch talkgroup for law and fire/EMS.

Public safety dispatch operations are heavily dependent on IT infrastructure, computer systems, and multiple applications. Mission-critical systems include 9-1-1 CHE, CAD systems, radio dispatch consoles, GIS databases and mapping, and data/voice logging recorders. This IT infrastructure is critical to the daily public safety mission and provides interoperability with other PSAPs and field responders.

Interoperability: The ability of two or more systems or components to exchange information and to use the information that has been exchanged.

Critical systems and infrastructure can be very costly to acquire and maintain. Increasing technology costs have become a primary issue, often driving funding needs and dispatch regionalization efforts in the U.S. Officials in many jurisdictions have pursued PSAP regionalization to reduce capital expenditures and operating costs. Software maintenance agreements and upgrades increase the total cost of ownership over the life of a system. Reducing the number of PSAPs often is intended to eliminate the need to purchase and maintain multiple systems within the same geographic area. Appendix E contains a table summarizing the various technologies and systems deployed in the PSAPs that completed the survey. The Motorola VESTA® 9-1-1 CHE was not included in the table because it is already in all participating PSAPs.

The core technology systems in use by District entities and the network that supports these applications lay the foundation for regionalization. As further described in this section, all PSAPs share the same CHE, radio system, and GIS.

3.5.1 Call-Handling Equipment

The District provides Motorola VESTA 9-1-1 CHE to all its agencies. It maintains the CHE servers connected by a primary ESInet. When this study began in August 2022, the CHE was not NG9-1-1-compliant; however, this changed in March 2023—as part of a separate project managed by the District, the last PSAP was upgraded to VESTA version 7.9, which is compliant.

The District also operates a lab CHE system for testing configuration changes and software upgrades prior to production deployment.

The CHE supports roaming profiles, which means a user from one PSAP can go to another PSAP on the same system[66], log in, and have all their own 9-1-1 lines (and administrative lines if those lines are not down at the home PSAP). The challenge lies in the fact that a neighboring PSAP may not have space to accommodate additional telecommunicators.

The ANI/ALI[67] database is provided by Intrado. While the District has worked with cellphone carriers to update the cell tower routing to the correct PSAP, staff reported that misrouted wireless calls are still a common occurrence.

All PSAPs provide text-to-9-1-1.

PSAP administrative phone lines are a mix of standalone systems with some integrated into the 9-1-1 CHE.

3.5.2 Computer-aided Dispatch and Records Management Systems

The District does not provide CAD systems for its PSAPs. Each agency selects its own CAD system and records management system (RMS). The following CAD systems are currently in use:

- Central Square (ONESolution, TriTech, Zuercher)
- CRIMES[68]
- CrimeStar
- Hexagon
- Motorola-Spillman
- Superion
- Tyler

The District provides a serial converter to allow the CHE to deliver the CAD spill to the respective CAD system. The use of mobile data terminals (MDTs) varies by agency.

3.5.3 Geographic Information Systems

The District has a full-time GIS coordinator and currently uses 911Datamaster tools to manage the GIS data and ALI/MSAG[69] data. The GIS coordinator receives information from the PSAPs regarding new address ranges and streets as well as ALI discrepancies and coordinates with Intrado to have the updates added to the ALI/MSAG databases. The District manages updates to the GIS map.

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[66] The District maintains two systems (system one and system two) for live PSAP traffic and a third system (system three) testing prior to implementation.
[67] Automatic number identification/Automatic location identification
[68] Criminal Research, Information Management, and Evaluation System
[69] Master street address guide

Secondary wireless location services are provided by RapidSOS, either in an over-the-top (OTT) manner or integrated with VESTA 9-1-1.

3.5.4 Radio

The primary radio system in use within the District's service area is the North Texas Interoperable Radio Network[70] (NTIRN) Project 25 (P25) Phase II[71] Motorola 800 MHz trunked radio system. The system includes individual, group, and mutual aid talkgroups. The system supports police, fire, EMS, and public works users. A majority of the law enforcement and fire agencies are dispatched on individual dedicated primary agency talkgroups. Agencies operate on shared talkgroups. Additional shared talkgroups are used for automatic mutual aid. Fire agencies operate on automatic mutual aid and use a law interoperability calling talkgroup for a common response channel. The City of Dallas operates on a separate system and is currently working with Tarrant County to join the two systems to improve interoperability, particularly along their common border.

Some EMS calls are handled by private EMS resources. The PSAPs have no direct radio communications with these units.

The majority of the PSAPs utilize Motorola MCC 7500 consoles. One PSAP indicated it uses Zetron consoles and several did not provide a response. The PSAPs have the ability to share resources or have backup profiles created. Each PSAP has a backup consolette radio in the event of a console failure.

3.5.5 Logging Recorder

The PSAPs use a variety of logging recorders. The majority use the Eventide platform; NICE and Higher Ground recorders are also deployed in the region. The PSAPs procure the logging recorders for their specific agency needs and record 9-1-1 lines, administrative lines, 10-digit emergency lines, call transfers to administrative lines, and field responder radio traffic. Most solutions are digital; five solutions are analog only.

The VESTA 9-1-1 system logs all 9-1-1 calls and provides instant recall recorder (IRR) functionality at the consoles.

3.5.6 Other Systems and Software

Many PSAPs support closed-circuit television (CCTV) camera feeds from the respective police department facility, jail, community facilities, or schools. Telecommunicators are sometimes responsible for the remote control of jail or police station doors and, in some cases, fire department bay doors.

3.5.7 Alert and Warning Systems

Several fire station alerting (FSA) systems are deployed in the region, including Locution, Motorola, US Digital Designs (USDD), Westnet, and Zetron. ActiveAlert (formerly Active911) and PageGate are also used for alerting some fire departments in the region.

Some PSAPs use SirenGPS for outbound alerting to schools and businesses of emergency situations nearby.

3.5.8 Network and Technical Support

The network backbone for the District is provided by an Ethernet network as a primary ESInet that supports CHE. An Ethernet network also connects the four hosts to each other, and a mix of Ethernet and other network

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[70] Formerly Fort Worth Regional Network
[71] Project 25 - APCO International (apcointl.org) Interoperability Standard

connectivity connects the respective PSAPs to the hosts. A wireless network provides backup connectivity to the PSAPs.

District system administrators support all PSAPs' CHE.

3.6 Facilities

Key Findings

- Except for Irving FD and MedStar, all remaining PSAPs are in a law enforcement facility.
- Of the 28 PSAPs assessed, 18 are classified as small, with two to six positions, and are at capacity for current operations with limited ability to expand without significant cost.
- The majority of PSAPs have no viable long-term backup facility that could house mission-critical equipment and staff.
- The four RBU centers have a total of 41 backup CHE positions.
- Many PSAPs lack the in-house ability to accommodate staff from another agency for a prolonged period.
- The District controls four backup facilities for 9-1-1 call processing.

3.6.1 Primary Facilities

Except for Irving FD and MedStar, all PSAPs are located within law enforcement facilities. Each facility is supported by a backup generator and individual uninterruptible power supply (UPS) units for mission-critical equipment. Of the existing PSAPs, most are not suitable for hosting a regional communications center. Some of the larger agencies have available space for expansion, but that is largely because they are understaffed and running with fewer employees (DFW, Irving PD, and Fort Worth PD).

Based on the size categories described in the National 911 Program's *Next Generation 911 Cost Estimate: A Report to Congress* published in 2018, 18 PSAPs are classified as small, eight are medium, and two are large.

Table 9: PSAP Sizes

PSAP Size	PSAP Locations
Small – 2 to 6 Positions	Azle PD, Bedford PD, Benbrook PD, Burleson PD, Crowley PD, Dalworthington Gardens DPS, DFW, Euless PD, Hurst PD, Irving FD, Lake Worth PD, Mansfield PD, Pantego PD, River Oaks PD, Saginaw PD, Tarrant County Regional Communications, Westover Hills PD, White Settlement PD
Medium – 7 to 20 Positions	Fort Worth FD, Grand Prairie PD, Grapevine PD, Irving PD, MedStar, NETCOM, North Richland Hills PD, Tarrant County SO
Large – 21 to 50 Positions	Arlington PD and Fort Worth PD

As highlighted in Sections 3.3.2 and 3.4.1, most PSAPs operating in the District have limited capacity to handle overflow or significant call surges for any extended period of time, requiring additional staffed positions.

The PSAPs that have two to three workstations (Azle PD, Crowley PD, Dalworthington Gardens DPS, Lake Worth PD, Pantego PD, River Oaks PD, Saginaw PD, Tarrant County Regional Communications, and Westover Hills PD) are very limited in their capacity to take on additional workload.

3.6.2 Backup Facilities

The District has three of the four backup sites capable of taking inbound 9-1-1 calls: RBU Northeast (12 positions), RBU Northwest (14 positions), and RBU South (11 positions). Some RBU centers are located in District facilities and others in secured local government buildings.

The VESTA 9-1-1 CHE supports roaming profiles that allow a user from any agency on the same system (system one or system two) to log in at any other location and have access to their home agency's 9-1-1 lines and administrative lines (if connected to the CHE). There are radio consoles at each RBU but no station alerting equipment. Without connectivity back to the respective CAD system, there is no access to CAD. This highlights the limited capabilities throughout the District.

The RBU centers provide viable backup locations for call routing. However, there are problems with call delivery to field responders because the RBU centers are not equipped with CAD or station alerting.

4 Future Opportunities and Considerations

Since 9-1-1's inception in 1968, public safety officials have continued to leverage technology advancements to make emergency responses more efficient and effective. The counterbalance is these advancements occurred in distinct silos that unintentionally developed within the emergency communications ecosystem such as enhanced 9-1-1 service, CAD, and digital radio networks.

Today, the industry stands on the precipice of another technology transformation—NG9-1-1. As public safety moves through this transformation to NG9-1-1 over the next several years and beyond, it is more critical than ever before that PSAPs begin thinking of the ecosystem holistically.

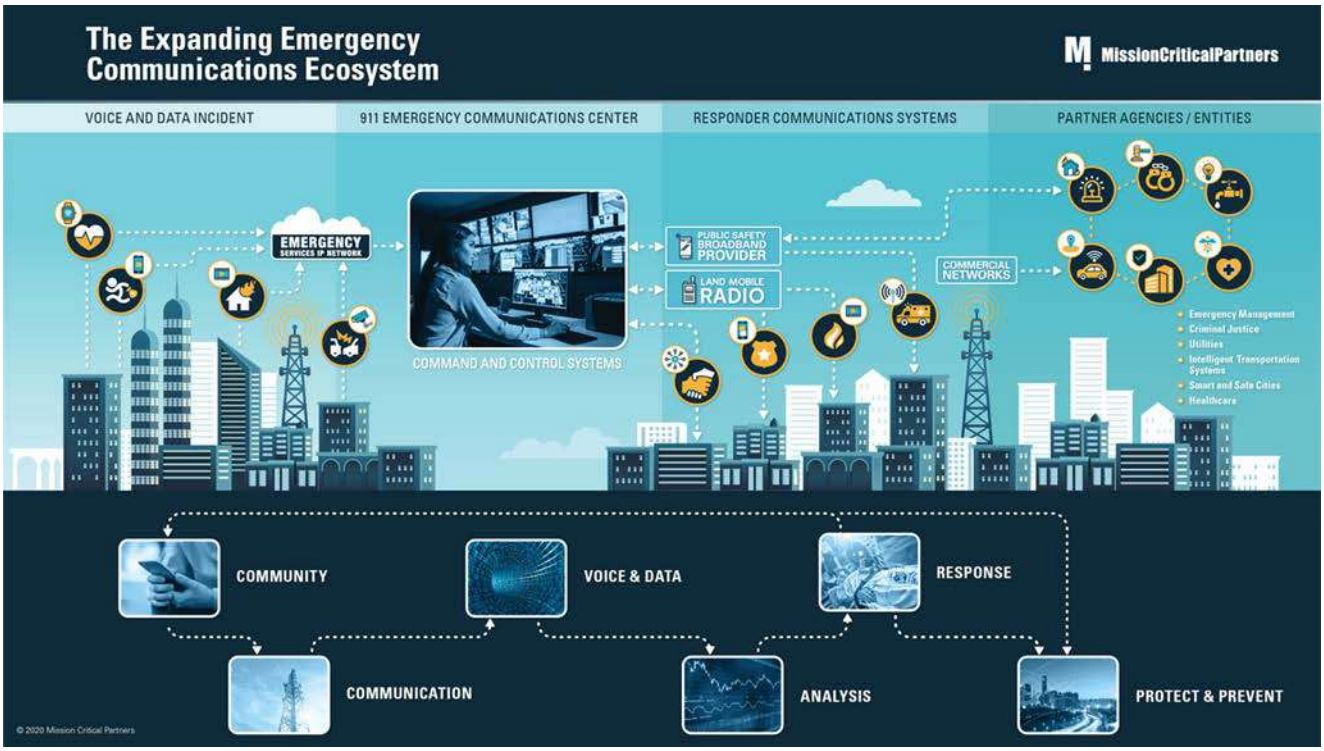


Figure 8: Emergency Communications Ecosystem

In many instances, data is evolving faster than agencies can keep up, resulting in smaller PSAPs continuously being left behind. Regardless of size, those that are unwilling to explore their options run the risk of exacerbating the problem by creating holes in the ecosystem, increasing risk exposure, and introducing points of failure into what, on the surface, appears to be an efficient and effective system.

The District is continuously focused on its mission to "provide reliable, accurate, responsive, and effective emergency communication networks and services to its member jurisdictions ensuring the protection of life and property for citizens in its community." Changing technology creates opportunities for regional partnerships between the District's PSAPs as NG9-1-1 functionality supports a larger platform of interoperability than the legacy phone system could.

NG9-1-1 will be a facilitating factor for the operational advantages that regionalization affords, such as improved roaming profiles, better COOP and DR plans, and increased sharing of data, software, and radio channels—

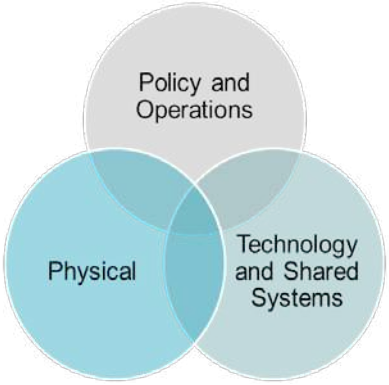
possibly offering an opportunity to reduce the number of PSAPs in the District. This will require a greater amount of group participation, collaboration, administrative oversight, and governance. Just the fact that the District and entity PSAPs included in this study recognize the value of exploring alternative operating solutions, and even though the process of being assessed can be uncomfortable, benefits will be realized. Benefits include the opportunity to learn where PSAPs currently reside within the ecosystem, receive insight into where the ecosystem is going locally and nationally, and discover how the District and entity PSAPs can best leverage each agency's strengths to provide a best-in-class solution to serve the constituents and field responders across the District.

Essentially, there are 28 ecosystems serving a compressed population of more than two million people in the county, which has inherent challenges and areas of risk that have been articulated throughout this report.

Regionalization has the potential to help mitigate risk throughout the District and improve operational and fiscal efficiencies. There are real opportunities with regionalization to improve operational efficiencies, including fiscal and economies of scale.

There are three symbiotic elements of organic regionalization that, based on the findings and recommendations contained in this report, would offer operational efficiencies within the District:

- Policy and operations
- Technology and shared systems
- Physical (facility-based)



The three elements of regionalization are interrelated and may be executed sequentially or concurrently. As more initiatives are deployed within each element, the benefits will be experienced exponentially.

Future state opportunities and considerations establish a baseline that allows leadership and stakeholders involved with the District to have a clear vision, goals to attain that vision, and metrics by which success can be measured. Findings and recommendations to offer operational efficiencies for the PSAPs operating within the District have been explained throughout this report. A holistic analysis of the findings and recommendations has identified additional opportunities within the District to improve service levels and operations through organic rather than mandated regionalization.

The goal of this section is to focus on how the District and entity PSAPs, through organic regionalization, can transform challenges and risks into opportunities. It is important to keep the following five factors at the forefront, as these were consistently emphasized during interviews with District stakeholders:

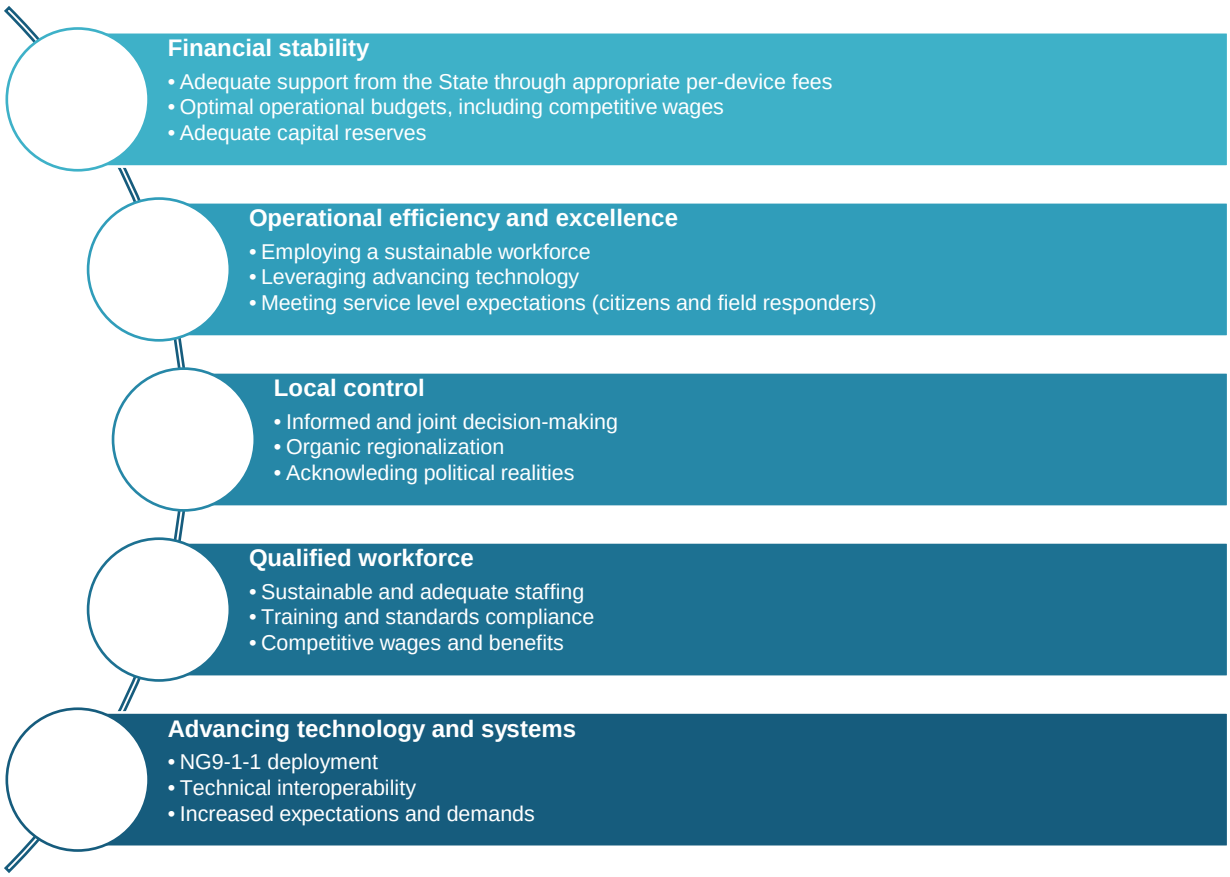


Figure 9: District Stakeholder Priorities

4.1 Organic versus Inorganic Regionalization

"Regionalization can be defined as two or more communities (or organizations, or agencies) that join together in a formal, mutually-beneficial working relationship to optimize services provided to the customers of their communities (or organizations, or agencies)."[72] This can be achieved inorganically, which occurs when there are outside forces at play (e.g., state mandate such as in Illinois and Ohio) or it can occur organically. Organic regionalization is more natural and evolves out of a voluntary, cooperative effort to improve the emergency response, such as in Nebraska and Palm Beach County, Florida, where no mandates exist. Given the local control and the political climate in Texas, inorganic regionalization is unlikely in the near future, so the challenge is how to encourage agencies to put aside politics and focus on what they have to gain—rather than speculating

[72] NASNA - 911 Regionalization - Tools and Information (nasna911.org)

on what they have to lose—and come together to achieve organic regionalization for the greater good of emergency communications services that are delivered daily throughout the District.

A study conducted in 2010 by the Communications, Security, Reliability and Interoperability Council (CSRIC)[73] identified five values of consolidation, shown in Figure 11; regionalization has the same values. These values not only hold true today, but they are also areas identified in this report where opportunities exist to gain efficiencies and improve services throughout the District. The values highlighted below can be leveraged through organic regionalization in the form of policies and operations, technologies, and facilities.

The challenge is how to encourage agencies to put aside politics and focus on what they have to gain—rather than speculating on what they have to lose—and come together to achieve organic regionalization for the greater good of emergency communications services that are delivered daily throughout the county.

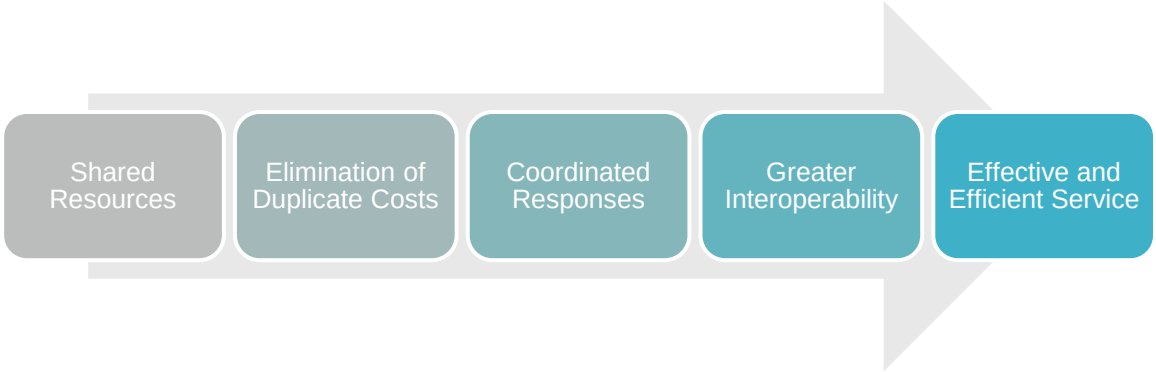


Figure 10: Values of Organic Regionalization

- Shared Resources – Shared resources include policies, operations, and any other support services (e.g., IT, GIS, administration, HR).
- Elimination of Duplicate Costs – Duplicate costs related to administration, operations, technologies, and facilities may be significantly reduced and, in many cases, eliminated through organic regionalization.
- Coordinated Responses – Coordinated responses address joint responses, including automatic and mutual aid, and other shared responses that would be coordinated from the same PSAP rather than 28 individual entities. Examples include multi-jurisdictional responses to grass fires, pursuits, and mass casualty incidents, all of which require a coordinated response.
- Greater Interoperability – Interoperability expands with regionalization, enabling the sharing of mission-critical equipment and technologies (e.g., CHE, CAD, radio).
- Effective and Efficient Service – Efficiencies will often occur, and service levels improve, when regionalization is properly executed. Call transfers are often reduced as the number of PSAPs decreases as there is less opportunity for misroutes, and situational awareness is improved through regionalization. There are often improvements that can be gained in all functional areas of a PSAP

[73] WORKING GROUP 1A (fcc.gov)

(workforce, operations, personnel and workforce, training, performance management, leadership and planning, technology, facilities, and organizational structure) as the number of PSAPs decreases.

A key to organic regionalization is recognizing that there are efficiencies to be gained, and then working to establish shared and common practices throughout the District. District entities—the PSAPs and their respective agencies—must realize the benefits far outweigh any perceived and imagined losses.

The following sections outline a vision for a tiered approach that supports organic regionalization of the PSAPs in the District that includes the three elements (policy and operations, technology and shared systems, and physical [facility-based]).

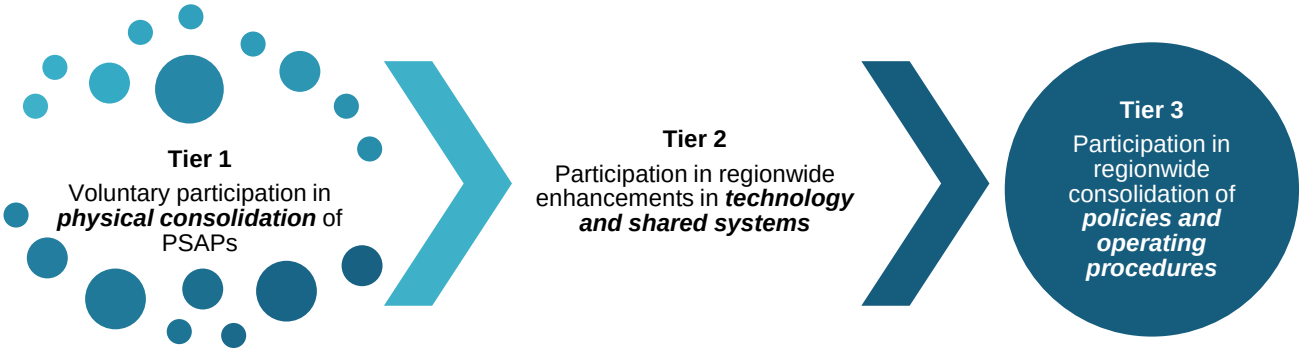


Figure 11: Regionalization Tiered Approach

4.1.1 Physical Consolidation – Tier 1

On the positive side, when this study was initiated, there were 33 primary and secondary PSAPs in the District. Over the course of this project, MCP has watched that number decrease to 26. The most recent PSAPs in the District to physically co-locate, consolidate, or a combination thereof are:

- Co-location and Consolidation: Tarrant County Fire Alarm first co-located with Everman to become Tarrant County Regional Communications followed by Forest Hill consolidating with Tarrant County Regional Communications
- Consolidation: Sansom Park, Westworth and White Settlement

There are other PSAPs (Azle PD and Lake Worth PD) that are adding new agencies and continuing to explore consolidation because they recognize the opportunities with organic regionalization and have expressed an interest in developing joint operations with other PSAPs in the area. Lake Worth PD will be bringing on Blue Mound and Azle will be adding Pelican Bay as agencies served before June 1, 2023. These two moves are due to Sansom Park PD closing its PSAP doors and contracting with White Settlement PD for 9-1-1 and dispatch services.

Although the decision to regionalize remains a local decision, based on industry standards and best practices, there are criteria that can serve as key indicators as to whether a PSAP should consider regionalization. These criteria should be viewed as a starting point for building a PSAP consolidation roadmap and for collaborative

and educational discussions with stakeholders on how to improve service levels and increase operational and fiscal efficiencies (see Appendix F). MCP has broken these down into two categories as follows:

Category One Criteria	Category Two Criteria
• Population served is less than or equal to 25,000.	• Population served is less than or equal to 50,000.
• 9-1-1 call volume is 1% or less than the total call volume in the District.	• 9-1-1 call volume is 2% or less than the total call volume in the District.
• The cost per 9-1-1 call exceeds $40 per call.	• The cost per 9-1-1 call exceeds $30 per call.
• The agency has no more than two primary workstations.	• The agency has no more than four primary workstations.
• The minimum staffing per shift is two or less.	• The minimum staffing per shift is four or less.
• Agency retention is less than or equal to 75%.	• Agency retention is less than or equal to 80%.
• Outbound transfers are greater than or equal to 25% of the total call volume.	• Outbound transfers are greater than or equal to 25% of the total call volume.
• EMD to provide pre-arrival instructions is provided in house.	• EMD to provide pre-arrival instructions is provided via transfer.
• Total administrative call volume is greater than the 9-1-1 call volume.	• Total administrative call volume is greater than the 9-1-1 call volume.

If a PSAP has five or more Category One attributes, it meets the criteria for MCP to strongly recommend exploring a physical consolidation and alliance with a neighboring PSAP. This is not to say that the agency that meets this benchmark should be absorbed by another PSAP as there could be numerous factors, including available opportunities for facility expansion, available funding, and others that could drive such decisions away from what, on the surface, may appear obvious. Agencies that meet a combined total of five Category One and Category Two attributes are not as strongly recommended to explore physical consolidation but are encouraged to maintain a watchful eye for opportunities to participate in an alliance.

The following survey respondents reported having some potential for expansion in their current or planned facilities.

Table 10: PSAP Facilities with Space/Expansion Potential

PSAP Location	Expansion Potential
MedStar	MedStar has an area slightly larger than the current PSAP that could be viable for expansion. Classrooms upstairs could also be converted to house dispatch/call center operations.

PSAP Location	Expansion Potential
Lake Worth PD	Lake Worth PD is purchasing replacement consoles. Lake Worth PD also reported the potential to expand into a common area of the facility for a larger expansion project.
Benbrook PD	Benbrook is planning a new police facility but has not begun formal programming.
Arlington PD	There is potential at Arlington PD, with vacant space in the operations center; however, it would require furniture replacement with smaller consoles and a different furniture configuration.
NETCOM	NETCOM has plans to expand the facility in the future.
Grand Prairie PD	Grand Prairie PD can host several additional call-takers and dispatch positions.
Grapevine PD	Grapevine PD can add new positions and possibly expand with remodeling.
Mansfield PD	Mansfield PD is planning a new facility.
Dalworthington Gardens DPS	Dalworthington Gardens DPS is working on a building rebuild currently.
North Richland Hills PD	Two administrative call-taking stations can be outfitted to fill positions.
Azle PD	Azle PD can reconfigure the layout of the center, and there is a possibility to relocate the center to another part of the building that has more space.
Tarrant County Regional Communications	Yes.

As highlighted by one of the stakeholders in a town hall session, the term “regionalization” has the propensity to be misinterpreted by some because of other regional efforts at the local level. Physical regionalization should be viewed as a consolidation involving multiple jurisdictions and the goals should be efficiency while maintaining or exceeding current service levels.

In discussing real-world examples with PSAPs in the District that have already consolidated, there are ways to overcome common barriers to consolidation if agencies are willing to work together. For example, Tarrant County Regional Communications discussed in a town hall the importance of including an advisory board, which is made up of representatives from the agencies served, so the agencies continue to have a voice and control over the operation. They also discussed the importance of QA post-consolidation to ensure there has been no degradation of services provided. These are only two best practices in a long list of strategies that make consolidations across the country successful. Physical consolidations are very complex, and the planning can be extensive. If coordinated and planned properly, there are many advantages to physical consolidation, as highlighted throughout this section of the report.

Given that the decision to regionalize remains at the local level in Texas, regionalization (including consolidation) will continue to expand voluntarily. Based on lessons learned both in the region and nationwide, when it comes to the likelihood that a consolidation effort will be viewed as successful or not, MCP encourages stakeholders to consider building a consolidation alliance profile to identify those agencies that may be considered a better fit both operationally and culturally. Appendix G provides an outline of an alliance profile that considers numerous factors beyond the original Category One and Category Two benchmark criteria.

4.1.2 Technology and Shared Systems-based Regionalization

Outside of physical consolidation or collocation, another form of regionalization that can be leveraged to improve emergency response is a technology and systems-based regionalization.

Although there is room to expand the program, the District is already engaged in technology and systems-based regionalization. These alternatives are foundational forms of regionalization that can help pave the way to physical consolidation and, at the same time, reduce costs and risks inherently associated with maintaining 28 independent primary and secondary PSAPs and backup centers and move toward improving emergency response.

Technology and shared systems-based regionalization have already made considerable progress in the District with the CHE and regional radio system. While this is a great start, virtualization can also include other systems such as logging recorders, CAD systems, and FSA systems. In most cases, an FSA system can be expanded to cover neighboring departments by adding the station hardware and some licenses and configuring the additional department into the FSA system and the CAD system (the department may already be in the CAD system, just not enabled to the FSA system). Cloud technologies and hosted software eliminate the need for in-house servers and the associated building space, utility expense, and IT maintenance and support. With the shared systems already in place, operations would be enhanced by allowing the current PSAP operational design to remain the same, with an additional layer of failover and redundancy. The governance is already in place within the District to provide for sharing of technology costs.

For PSAPs that are unwilling or unable to participate in physical consolidation by coming together under one organizational structure and/or co-locating in a single structure, leveraging the technology and shared systems already in place as well as future enhancements could help to improve emergency response outcomes and reduce operating costs in some cases. For example, call transfers, which are highlighted in Section 3.3.2, may be reduced through CAD-to-CAD capabilities or by consolidating select CAD systems.

As highlighted during the governance town hall meeting, there has been an emphasis in recent years on how people can contact 9-1-1 using a variety of methods outside of making traditional wireline phone calls. There must continue to be a focus on how calls can be answered remotely, which would be more appealing for employees and more competitive with certain private sector jobs. The traditional way of tethering employees to a workstation for 8-, 12-, or 16-hour shifts is not as tolerated as it was just a few years ago and the industry should continue to leverage emerging technology that can support a different way of processing calls.

Strengths and challenges related to a virtual (technology-based) regional consolidation are outlined in the following table.

Table 11: Virtual Regionalization Strengths and Challenges

	Strengths	Challenges
Economics	• It is a service option for any agency that is not ready to commit to physical consolidation • Potential cost savings for participating agencies	• Requires capital expenditure; cost savings may not be immediately realized • Shared systems are more complex than standalone systems • Will have related cost impacts to consolidate systems and technologies
Service	• Retains agency autonomy • Participating entities can serve as a backup • Reduces/eliminates call transfers	• Governance may not agree on data to be shared
Mutual-aid Communication	• Shared situational awareness, mapping, and other systems if governance allows data to be shared • Interoperability is improved • CAD-to-CAD and other integration and interfaces are leveraged	• May be disagreements on systems and configuration • Not all users are on the same CAD system
Other Considerations	• May provide a foundation for physical consolidation	• More sophisticated cybersecurity is needed on shared systems as there are more points of entry

A redundant, resilient, sustainable network is the foundation of shared technology. The District has built a robust network that is capable of supporting additional applications beyond the CHE. Such additional network traffic would require appropriate engineering to ensure the traffic did not intermingle or disrupt CHE traffic. Such traffic might include regional CAD, FSA, PSAP-to-PSAP ringdown lines, and other IP-based public safety applications. As with any change to a production network or system, the addition of any application or traffic to the network will require careful planning and management.

4.1.3 Policy and Operations-based Regionalization

The third option for improving emergency response through regionalization for those that are not quite ready to entertain physical or technology-based regionalization or are looking to supplement the region from a broader perspective, is policy and operations-based regionalization.

There are three elements of policy and operations-based regionalization: operations, support, and the workforce. Based on the findings highlighted in this report, MCP determined multiple areas where policy and operations-based regionalization could offer operational efficiencies throughout the District regardless of any individual agency's move to or plans for physical consolidation.

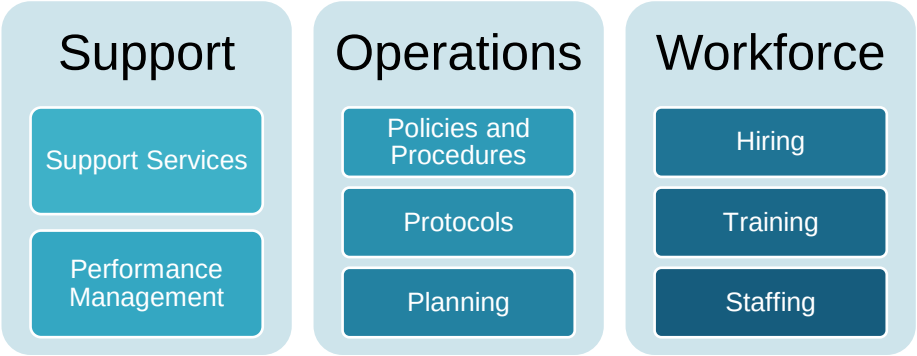


Figure 12: Policies and Operations-based Regionalization

Support

Support Services

Support services are those tasks that are outside of the primary operation of answering emergency calls and dispatching field responders, such as:

- IT – hardware and software support for systems that are not already supported by the District.
- GIS – support for mapping systems outside of the District.
- Radio systems – support for the radio systems and infrastructure.
- Performance management – QA and other performance areas related to the PSAP, including personnel.
- Training – any initiatives related to training new or veteran telecommunicators and support staff.
- Administrative, clerical, and facilities – HR, administrative, facilities maintenance, and other services not covered above.

A key success factor noted by stakeholders for this project was the goal of improving service levels and improving regional cooperation and joint planning. Support services is an area where collaboration and cooperation can be leveraged to centralize responsibilities and achieve both goals. Shared support services opportunities include the following:

- IT support for the technology that is not currently supported by the District would improve performance and security.
- Support for mapping systems and GIS outside of the District would enhance a PSAP's ability to locate incidents and field responders.
- Support for performance management may provide a consistent level of services throughout the District as PSAPs work cooperatively together.
- Support for more accessible training would enhance the knowledge and performance of telecommunicators and supervisors.
- Administrative support, including facilities, may address gaps that currently exist.
- Any regionalization involving support services has the potential to reduce operating costs.

Performance Management

Performance management focuses on improving a PSAP's output through continual improvement of internal processes. QA programs and other programs that establish and measure KPIs are essential in a PSAP. As noted in Section 3.3.6, there is a need to improve performance management, particularly QA, in the District. Examples of how performance management can be regionalized include the following:

- Regional performance management policies and procedures, based on industry standards and best practices, can establish benchmarks throughout the District that could make service delivery levels more consistent and reduce risk.
- Performance management templates, including rating criteria, would provide PSAPs with an objective means to measure operational performance and personnel. This also would provide more statistical data on how the District performs as a whole (e.g., call-handling statistics).
- Other performance management opportunities exist that are related to shared support services.

Operations

Policies and Procedures

Effective policies and procedures are essential to PSAP risk management. There are opportunities in the District to establish more uniform policies and procedures based on industry standards and best practices. Developing regional policies and procedures in common operating areas, especially those that involve overlapping service areas and mutual aid, may provide the following opportunities:

- Improved coordinated responses and service levels.
- Close or narrow the gap for agencies in the District that do not currently have SOPs.
- Increased consistency of services throughout the District.
- Reduced errors and risk exposure.

Memoranda of understanding (MOUs) or similar types of agreements to support organic regionalization will be necessary to achieve the intended outcomes.

Protocols

Establishing regional protocols is another example of policy and operations-based regionalization. Protocols or call guides support the call-handling process. These tools, especially EMD, provide pre-arrival instructions when warranted and, in many cases, improve the safety of citizens and field responders. The use of protocols provides structure that can be objectively assessed by the agency through a QA program. Regionalizing and establishing uniform protocols may provide the following opportunities:

- Improved service level consistency and standards of care throughout the District (e.g., citizen and responder safety, pre-arrival instructions).
- Reduced errors and risk exposure.
- Decreased trainee washout rates.
- Uniform call processing procedures that can be objectively measured.

Planning

Regionalized planning and development of regional templates have the potential to benefit multiple agencies. Such actions may provide the following opportunities:

- Developing regional COOP plans in common operating areas, especially operational areas that involve overlapping jurisdictions and mutual aid, may improve coordinated responses.
- Developing regional templates in common operating areas would close or narrow the gap for PSAPs that do not currently have a COOP plan.

Workforce

Hiring and retaining an adequate workforce to effectively manage the workload remains one of the greatest challenges in public safety communications today. Cost impacts of benefits such as Family Medical Leave Act (FMLA) compliance, healthcare and pensions, and steady turnover has crippled PSAPs across the country. As mentioned in Section 3.4.5, hiring and onboarding processes are time-consuming and costly. As highlighted throughout this report, it is anticipated that challenges related to sustaining a stable workforce, especially in 28 individual primary and secondary PSAPs, will only increase as technology advances and public expectations continue to grow. These challenges, especially for smaller agencies with a limited workforce and resources, are detrimental.

In analyzing the current state of the PSAPs within the District, MCP identified several areas where regionalization may bring operational efficiencies.

Recruiting and Hiring

Using best practices for recruiting, selection, and hiring can improve retention and, thus, reduce the costs of onboarding. Maintaining starting pay in a similar range within a region could deter job hopping. A “one-stop shop” for recruiting and selecting applicants, including the development of a common regional application that can be submitted online could be considered as a shared and/or outsourced resource with the final hiring and progression left to a respective PSAP. Examples of how the PSAPs can improve hiring efficiencies include the following:

- Develop a recruitment repository for sharing recruiting materials among jurisdictions.
- Develop a regional recruiting consortium**,** including shared services for hiring (e.g., joint applicant testing/screening).

There is significant competition among the PSAPs from a recruiting standpoint as the PSAPs continue to compete against each other with a limited applicant pool. To improve retention, several PSAPs in recent years have substantially increased their wages—some more than 20%. It was reported by staff and stakeholders during the town hall meetings that this impacted some of the smaller PSAPs that could not compete with the wage increase and lost trained telecommunicators that were incentivized to leave for a higher wage. PSAPs should work to calibrate wages in the District to reduce recruiting competition.

Training

There is consistency among PSAPs regarding training, with substantial support from the District. As noted in this report, the State already has minimum training requirements that align with national standards and best practices; the District provides that training at no cost to the PSAPs. Although the number of hours may vary, common operating environments and structures exist, as well as common training content. Regionalizing and consolidating the already robust training offered through the District is an area that can be expanded throughout

the region, with the goal of a more centralized approach because there are continuing education requirements and other training needs outside of basic certification. Improving the training approach would provide the following opportunities:

- Leveraging the training provided by the District and developing joint training curriculums and other training resources can improve the overall telecommunicator success rate and performance.
- Joint training initiatives can reduce cost impacts on individual PSAPs through shared staff and by combining resources to administer training (e.g., shared classes).
- Centralized training can reduce duplicate training efforts that currently occur.

Staffing

Although internal policies, procedures, and tools may vary, the job of a telecommunicator is similar throughout the District. Other components of policy and operations-based regionalization can provide a foundation for efforts related to staffing.

Many PSAPs operate with minimal staffing, which can be a challenge when unforeseen vacancies occur. PSAPs rely on neighboring PSAPs to support their operations in the event of an evacuation or other significant event resulting in call surge, with little to no training on agency-specific procedures.

Staffing opportunities exist to improve operational efficiencies and continuity of operations. Several PSAPs operate with one or two telecommunicators on duty at any given time, which can make it very challenging to manage the workload during a call surge or an event in a neighboring community that spills over into the PSAP.

Policy and operational regionalization may provide the following staffing-related opportunities:

- Shared staff can provide a level of consistency that does not exist today.
- Shared staff could offer cost-savings when there are unforeseen vacancies or surges in workload requiring supplemented staff.
- Where supported by technology, shared staff may provide an opportunity to supplement staffing in centers with a very low call volume.

4.2 Funding

At the District and State level, there is more work to be done to continue to advocate for an increase in the wireless per-device fee. Although the District is fiscally sound today, the District has identified significant capital impact costs coming in the future, including NG9-1-1 deployment and the need for a new facility as it is faced with the sale of the current space.

4.3 Organic Regionalization Strategic Plan

Organic regionalization is not easy to accomplish and with the number of PSAPs in the District it will likely take years to achieve. However, with every consolidation, as has been demonstrated, the public safety communications ecosystem in the District becomes stronger, more resilient, and more operationally efficient—paving the way for more improvements in the future.

Given the complexity of these opportunities, MCP recommends that the District, with valued input from PSAP staff and stakeholders, consider developing a long-term strategic plan to guide organic regionalization.

Collaborative development of a regionalization strategic plan can effectively establish goals for results focused on improving emergency response outcomes throughout the region. A regionalization strategic plan will:

- Establish commitment to regionalization.
- Align District entity PSAPs with industry best practices.
- Provide accountability.
- Improve transparency and relationships.
- Develop consensus among leadership for any participating PSAPs.
- Promote stability of purpose and priorities.
- Memorialize the vision and direction beyond current leadership.
- Provide support and direction for the development and execution of any policy and operations, technology and shared services, and physical regionalization initiatives.

The most prevalent constraints throughout the District are a lack of qualified candidates to fill vacant telecommunicator positions and increasing technology costs. Without regionalization, many PSAPs within the District are bound to the current state and constrained in their efforts to provide a higher, more efficient level of service. Rising technology costs may, at some point, diminish the District's ability to continue to support current technologies and services, which means costs will need to be covered locally. A strategic plan will help set a course for the District and the PSAPs to expand regionalization efforts and, most importantly, collaboratively develop a roadmap that includes a sustainable funding model to support future operations.

PSAPs across the country, including in Texas, are following similar paths as the District to explore regionalization as agencies recognize the value and efficiencies of sharing technologies, services, and common practices.

MCP acknowledges that organic regionalization is initiated locally, outside of the District's purview; however, the District supports using this information and approach to promote the achievement of standards and best practices while advocating for actions that will result in efficiencies and provide consistent emergency communications throughout the region.

4.3.1 Cybersecurity Governance

Given the sophistication of the public safety ecosystem and the continual threat that exists for the PSAPs, it is imperative to implement cybersecurity governance. This will ensure that a comprehensive cybersecurity strategy will be integrated within the operational environment and prevent interruptions from cyberattacks or any other threats. By embracing, adopting, and enacting cybersecurity governance, the PSAPs can ensure that they are doing things the right way, getting them done well, and seeing the expected benefits. When realigning any type of resources through a regionalization effort, having that strategy in place will ensure that all resources work together in harmony.

5 Conclusion

Daily, dedicated communications staff in each of the District's entity PSAPs work to assure that all field responders and members of the community are served when emergencies arise. For years, staff have done this under more than challenging conditions. Based upon MCP's interaction with the PSAPs during the course of this study, it is clear that leadership at all levels desires a public safety communications system that provides reliable and consistent services to the community and field responders.

There are significant concerns about the ability to sustain what the District and municipalities have today, but also how to enhance it and mitigate those occurrences where minimum service levels are not being met. There are additional challenges with providing similar services throughout the District, which is difficult to do with a collective of 37 different primary and secondary PSAPs, and associated backup centers, operating independently. This can impact the public because depending on where you are in the District, and which PSAP your call is routed to, you may receive different services than someone else in another part of the District. For example, not all the PSAPs provide EMD without a transfer and some PSAPs do not provide T-CPR, which results in disparate levels of service depending on where the call originated. How does this disparity get aligned? The other factor in all of this is the human factor. The workforce itself is not sustainable and falls far short of being adequate to meet the workload, which is taxing on the employees that do stay.

Organic regionalization will take time but can help the District achieve shared reliable and consistent services. The tasks currently being worked on, along with the overall recommendations presented, lend themselves well to support the current activities and future regionalization planning efforts. To help guide success over the long term, MCP encourages the District and its entity PSAPs to move forward with the next steps expeditiously. For the PSAPs, this includes reviewing the recommendations articulated in Section 3 of this report and engaging in efforts to explore efficiencies locally; for the District, it includes working with PSAPs and stakeholders to develop a regionalization strategic plan.

While there are great strides being made in various aspects of the public safety communications systems in the District, there are many areas where improvements will be beneficial for the continued success of the region. Acting on the areas of improvement will move the region towards the "regionalized" state and improve emergency response outcomes.

Appendix A: Standards, Accrediting Organizations, and State Rules

Throughout the country, PSAPs adopt and use industry standards and best practices to promote the effectiveness of the 9-1-1 center and provide the best possible service to citizens and field responders. Measurable standards create an objective view of 9-1-1 operations and provide for consistent interactions with the public and field responders.

Standards and best practices most often used in PSAPs are from APCO and NENA as well as NFPA, specifically NFPA 1225, *Standard for Emergency Services Communications*, and standards from CALEA, particularly *Standards for Public Safety Communications Agencies*. NENA, APCO, and NFPA are each an American National Standards Institute (ANSI)-accredited standards development organization (SDO).

Standards Organizations

APCO

The Association of Public-Safety Communication Officials International (APCO) "is the world's oldest and largest organization of public safety communications professionals … The association supports its members – and the general public – by providing industry expertise, professional development, technical assistance, advocacy and outreach."[74] APCO has undertaken many projects over the years. Two notable projects are Project 25 (P25), the development of standards for digital telecommunications technology, and Project 33, the development of a telecommunications training standard. In Project 33, APCO collaborated with NENA "to evaluate what type of standardized training programs (if any) each state had. This information helped APCO build the foundation for APCO ANS 3.103.2: Minimum Training Standards for Public Safety Telecommunicators, which is the minimum standard used today."[75]

NENA

The National Emergency Number Association (NENA), a non-profit corporation, is dedicated to a "public made safer and more secure through universally available state-of-the-art 9-1-1 systems and trained 9-1-1 professionals."[76] NENA's mission is to improve "9-1-1 through research, standards development, training, education, outreach, and advocacy."[77] NENA has several topic-specific committees that develop PSAP-related recommendations and standards and other information documents pertaining to PSAP operations. NENA recommendations and standards give PSAPs the tools needed to maintain a consistent level of service and work in relation to their peers in neighboring counties and states.

NENA-STA-020.1-2020, *NENA Standard for 9-1-1 Call Processing*, states, "Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) SHALL be answered within (≤) fifteen (15) seconds. Ninety-five (95%) of all 9-1-1 calls SHOULD be answered within (≤) twenty (20) seconds."[78]

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[74] About APCO - APCO International (apcointl.org)
[75] Projects - APCO International (apcointl.org)
[76] "NENA's Mission," National Emergency Number Association, http://www.nena.org/?page=Mission.
[77] Ibid.
[78] "NENA Standard for 9-1-1 Call Processing," National Emergency Number Association," April 16, 2020, https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-020.1-2020_911_call.pdf, page 8 of 26.

NFPA

Also, a non-profit organization, the National Fire Protection Association (NFPA) “delivers information and knowledge through more than 300 consensus codes and standards, research, training, education, outreach, and advocacy …”[79] NFPA 1225 (Edition 2022) Chapter 15 sets forth the standards for PSAP operations.[80] Chapter 15.4 addresses operating procedures.

Section 15.4.1 states, "Ninety-percent of events received on emergency lines shall be answered within 15 seconds, and 95 percent of events shall be answered within 20 seconds."

NFPA further defines call processing times. Section 15.4.3 states, "Call processing time shall include the time from call answer to initial notification of the responding ERU(s).” (ERU is defined as emergency response unit.) Explanatory material for this section states, in part:

> *Transfers, especially multiple transfers, have the impact of making compliance with the overall processing time standard nearly impossible. Given the life safety implications for critical incidents, PSAPs should make every effort to reduce/eliminate transfers, thereby reducing the amount of time required to answer, process, transfer, and dispatch alarms.*

Section 15.4.4 states, "Emergency event processing for the highest prioritization level emergency events … shall be completed within 60 seconds, 90 percent of the time." Sections 15.4.4.1 and 15.4.4.2 provide the highest prioritization call types.

NFPA does not address law enforcement call processing and dispatching times, allowing the jurisdictions to establish time frames for dispatch in accordance with respective SOPs.

Chapter 15.1 addresses management.

Section 15.1.1 states, “All system operations shall be under the control of a manager, director, or supervisor of the jurisdiction served by the system.”

Section 15.1.3 states, “Personnel in supervisory roles shall receive supervisory training as defined by the AHJ.” (AHJ is defined as the Authority Having Jurisdiction.)

15.1.4 states, “The AHJ shall be responsible for initial and ongoing training in supervisory skills for personnel in supervisory roles.”

Chapter 15.3 addresses staffing.

Section 15.3.1 states, “There shall be a minimum of two qualified telecommunicators on duty and present in the communications center at all times.”

Section 15.3.4 states, “Supervision shall be provided when more than two telecommunicators are on duty.”

Explanatory material for this section states:

> *The supervisor position(s) in the communications center are provided in addition to the telecommunicators positions. Although supervisory personnel are intended to be available for problem solving, the supervisor position is permitted to be a working position.*

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[79] NFPA overview

[80] All quoted material that follows for NFPA 1225 Chapter 15 and annex material is attributed to the standard, which can be found here: NFPA 1225: Standard for Emergency Services Communications.

Section 15.3.4.1 states, “Supervision shall be provided by personnel located within the communications center who are familiar with the operations and procedures of the communications center.”

Section 15.3.4.2 states, “The supervisor shall be allowed to provide short-term relief coverage for a telecommunicator, provided that the telecommunicator does not leave the communications center and is available for immediate recall as defined in the policies and procedures of the AHJ.”

Accrediting Organizations

Accrediting organizations also develop standards with which agencies applying for respective accreditation must comply.

CALEA

Communications centers can seek independent accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA) Public Safety Communications Accreditation Program, which includes 207 standards.

> *The Public Safety Communications Accreditation Program provides a communications center, or the communications unit of a public safety agency, with a process to systemically review and internally assess its operations and procedures.*
>
> *This program requires organizations to collect and analyze important data for the purpose of making sound operational and administrative business decisions, creating leadership and practitioner-accountability.*
>
> *In addition, the focus is on quality assurance, interoperability, emerging technologies, risk analysis, asset security, resources access, contemporary training, and a range of other operational functions.*[81]

CAAS

The Commission on Accreditation of Ambulance Services (CAAS) is the accrediting body for ambulance services. CAAS is an independent commission that “established a comprehensive series of standards for the ambulance service industry.”[82] The CAAS standards are designed to help increase operational efficiency and decrease risk and liability across the entire spectrum of the organization, often exceeding standards established at the local or state level. While CAAS does not accredit PSAPs, Section 204 of the standards addresses communications centers, stating, “efficient call taking, effective resource deployment, and continuous communications capabilities are required to maintain an effective EMS agency.”[83] There are seven applicable areas within Section 204:

204.01 – Policies and Procedures
204.02 – Contingency Plans
204.03 – Preventive Maintenance
204.04 – Training
204.05 – Licensure

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[81] Communications | CALEA® | The Commission on Accreditation for Law Enforcement Agencies, Inc.
[82] About CAAS – Commission on Accreditation of Ambulance Services (CAAS)
[83] Standard Summaries – Commission on Accreditation of Ambulance Services (CAAS)

204.06 – Communications Inter-Agency Dialogue
204.07 – Communications Performance Improvement

IAED

The International Academies of Emergency Dispatch (IAED) "sets and maintains a set of universal standards for emergency responders to ensure consistent, high-quality care worldwide. It supports the advancement of certified emergency dispatchers who, with proper education and training, can serve their communities with utmost technical competence and integrity."[84]

Entities that utilize the IAED's internationally recognized protocols, available through Priority Dispatch Corporation (PDC), can apply to become an Accredited Center of Excellence (ACE).

Protocols

The IAED defines a protocol as "a highly-defined procedure placed into a reference system…designed to lead the call-taker through a predictable, repeatable, and verifiable process for a specific situation."[85] "Protocols have become an integral part of modern day, emergency dispatch operations. Protocols reduce variance, ensure a continuity of care, reduce liability, standardize response decisions, and provide a basis for performance measurement and quality improvement efforts."[86]

Protocols involve a set of scripted questions designed to elicit as much information from the caller as possible.[87] At case entry, essential information is gathered in a standardized format, including the address of the incident, the caller's phone number and name, and the problem. Once the problem or chief complaint has been identified, questioning continues to help assess scene safety, prioritize the response, select appropriate instructions for the caller, and provide pertinent information for responders. The questions are designed to be asked verbatim and in order. Where the answer is obvious, questions may be skipped. Post-dispatch instructions are designed to provide for responders' and the caller's safety. If necessary, pre-arrival instructions—potentially lifesaving, scripted instructions— are provided.

> *The pros of dispatch protocol include standardization, the ability to provide uniformed instructions and the ability to prioritize responses. A structured protocol can provide consistent answers to pre-determined questions that may improve the way dispatchers communicate with units in the field. Even more importantly, it has been shown to save lives.*
>
> *Yet some industry experts prefer to rely on a dispatcher's experience when handling a situation. They feel that stringent use of protocols may lead dispatchers to becoming more of a robot— or at least feeling like … a robot— than a skilled professional. Increased scrutiny of a dispatcher's performance can also lead to negative morale issues.*[88]

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[84] About the IAED - IAED (emergencydispatch.org)
[85] The National Academies of Emergency Dispatch® (2011) *Emergency Telecommunicator Course Manual,* Edition 3. Salt Lake City, Utah: Priority Press.
[86] "Protocol Use in Emergency Dispatch: An Evolving Standard of Care," 911 Magazine.com, May 13, 2011, http://dispatchingdiscussions.blogspot.com/2013/05/protocol-use-in-emergency-dispatch.html.
[87] While there are numerous vendors for dispatch protocols, the terminology and information referenced is from Priority Dispatch; other vendors may have slightly differing terms and sequencing.
[88] Scott, Mike. "Dispatch Protocol Systems, The Good the Bad and the Ugly." 911 Magazine. February 2003.

State of Texas

TCOLE sets forth minimum standards for enrollment and initial licensing for law enforcement telecommunicators in Texas. Upon application approval, TCOLE will issue a temporary telecommunicator license. The applicant must successfully complete the 80-hour basic telecommunicator licensing course and exam within 12 months of the original appointment date. Thereafter, telecommunicators must complete 20 hours of continuing education every two years to maintain licensure. There are no other state agencies that set forth requirements for 9-1-1 telecommunicators.[89]

[89] https://www.tcole.texas.gov/content/telecommunications-officers

Appendix B: Cybersecurity Resources and Standards

APCO, *An Introduction to Cybersecurity: A Guide for PSAPs*, Version 1.0, July 2016. https://www.911.gov/assets/An-Introduction-to-Cybersecurity-A-Guide-For-PSAPs-1638566090.pdf

APCO, *Broadband Implications for the PSAP: Analyzing the Future of Emergency Communications*. https://www.apcointl.org/ext/pages/p43/p43book.html

APCO, *Cybersecurity Training for Public Safety Communications Personnel,* APCO 3.110.1-2019. https://www.apcointl.org/standards/standards-to-download/

FBI, *FBI Tech Tuesday: Protecting Against PII Theft*. https://www.fbi.gov/contact-us/field-offices/phoenix/news/press-releases/fbi-tech-tuesday-protecting-against-pii-theft

FCC, Task Force on Optimal PSAP Architecture (TFOPA), *Final Report*. https://www.fcc.gov/about-fcc/advisory-committees/general/task-force-optimal-public-safety-answering-point

Federal Trade Commission (FTC) Consumer Information, Computer Security. https://www.consumer.ftc.gov/articles/0009-computer-security

FTC Consumer Information, Tips for Using Public Wi-Fi Networks. https://www.consumer.ftc.gov/articles/0014-tips-using-public-wi-fi-networks

Information Technology Laboratory, Security for Enterprise Telework and Remote Access Solutions. https://ws680.nist.gov/publication/get_pdf.cfm?pub_id=903007

National Institute of Standards and Technology (NIST), *Framework for Improving Critical Infrastructure Cybersecurity*, Version 1.1, April 16, 2018. https://nvlpubs.nist.gov/nistpubs/CSWP/NIST.CSWP.04162018.pdf

NIST, *Guide for Cybersecurity Event Recovery*. https://csrc.nist.gov/publications/detail/sp/800-184/final

NIST, National Cybersecurity Center of Excellence, *Mobile Device Security: Cloud and Hybrid Builds*. https://www.nccoe.nist.gov/projects/building-blocks/mobile-device-security/cloud-hybrid

Appendix C: 9-1-1 Surcharge – User Fees by State[90]

State	Wireline	Wireless	VoIP
Alabama	$1.86	$1.86 $1.86 prepaid	$1.86
Alaska	$0.00 – $2.00	$0.00 – $2.00	
Arizona	$0.20	$0.20 0.80% of sale – prepaid	$0.20
Arkansas	5% – 12% of tariff rates	$1.30 10% point of sale – prepaid	$1.30
California	$0.30	$0.30 $0.30 prepaid	$0.30
Colorado	$0.70 – $3.00 (max) $0.10 statewide fee	$0.70 – $3.00 (max) $0.10 statewide fee $1.38 point of sale – prepaid	$0.70 – $3.00 (max) $0.10 statewide fee
Connecticut	$0.57	$0.57 $0.57 point of sale – prepaid	$0.57
Alaska	$0.00 – $2.00	$0.00 – $2.00	$0.47
Delaware	$0.60	$0.60 $0.60 prepaid	$0.60
District of Columbia	$0.76 wireline $0.62 Centrex $4.96 PBX[91] trunk	$0.76 2.0% point of sale – prepaid	$0.76
Florida	$0.40 – $0.44 (max)	$0.40 $0.40 prepaid	$0.40

[90] 9-1-1 Surcharge - User Fees by State - National Emergency Number Association (nena.org)
[91] Private branch exchange

State	Wireline	Wireless	VoIP
Georgia	$1.50	$1.50 $1.50 prepaid	$1.50
Hawaii	$0.27	$0.66	$0.66
Idaho	$1.00 – $1.25 (max)	$1.00 – $1.25 (max) 2.5% of sale – prepaid	$1.00 – $1.25 (max)
Illinois	$1.50 $5.00 City of Chicago	$1.50 $5.00 City of Chicago 9.0% of sale City of Chicago – prepaid 3% of retail sale – prepaid	$1.50 $5.00 City of Chicago
Indiana	$1.00	$1.00 $1.00 point of sale – prepaid	$1.00
Iowa	$1.00 (max)	$1.00 $0.51 point of sale – prepaid	$1.00
Kansas	$0.90	$0.90 2.06% of retail sale – prepaid	$0.90
Kentucky	$0.32 – $4.00	$0.70 $0.93 point of sale – prepaid	$0.32 – $4.00
Louisiana	$0.38 – $1.25 residential $0.99 – $6.00 business	$0.85 – $1.25 4% of retail sale – prepaid	$0.38 – $1.25
Maine	$0.35	$0.35 $0.35 point of sale – prepaid	$0.35
Maryland	$1.25	$1.25 $0.60 of retail sale – prepaid	$1.25
Massachusetts	$1.00	$1.00	$1.00

State	Wireline	Wireless	VoIP
		$1.00 prepaid	
Michigan	$0.25 state fee $0.00 – $3.00 by county	$0.25 state fee $0.00 – $3.00 by county 5% point of sale – prepaid	$0.25 state fee $0.00 – $3.00 by county
Minnesota	$0.95	$0.95 $0.95 point of sale – prepaid	$0.95
Mississippi	$1.00 residential $2.00 commercial	$1.00 $1.00 prepaid	$1.00
Missouri	2% – 15% of base rate (45 counties) 1/8% – 1% of sales tax (51 counties) Unfunded – (19 counties)	3% statewide fee – prepaid	
Montana	$1.00	$1.00 $1.00 prepaid	$1.00
Nebraska	$0.50 – $1.00	$0.45 – $0.70 1.1% of retail sale – prepaid	
Nevada	Varies by jurisdiction – property tax and/or surcharge	Must be equal to wireline surcharge	
New Hampshire	$0.75	$0.75 $0.75 point of sale – prepaid	$0.75
New Jersey	$0.90	$0.90	$0.90
New Mexico	$0.51	$0.51 1.38% of retail sale – prepaid	$0.51
New York	$0.35 – $1.00	$1.20 – $1.50	$0.35

State	Wireline	Wireless	VoIP
North Carolina	$0.65	$0.65 $0.65 point of sale – prepaid	$0.65
North Dakota	$1.50 – $2.00 (max)	$1.50 – $2.00 (max) 2.5% point of sale – prepaid	$1.50 – 2.00 (max)
Ohio	$0.50 (max) Legally limited to a few counties, no general surcharge.	$0.25 0.5% point of sale – prepaid	
Oklahoma	3% – 15% of base rate	$0.75 (approx. 61 counties) $0.75 point of sale – prepaid	$0.75
Oregon	$1.25	$1.25 $1.25 point of sale – prepaid	$1.25
Pennsylvania	$1.65	$1.65 $1.65 point of sale – prepaid	$1.65
Rhode Island	$1.00	$1.26 2.5% point of sale – prepaid	$1.26
South Carolina	$0.45 – $1.00	$0.62 $0.62 prepaid	$0.45 - $1.00
South Dakota	$1.25	$1.25 2% point of sale – prepaid	$1.25
Tennessee	$1.50	$1.50 $1.50 point of sale – prepaid	$1.50
Texas	$0.50 State program Fees vary – district	$0.50 State program 2% of sales – prepaid	$0.50 State program Fees vary – district
Utah	$0.71 local fee plus $0.09 state fee	$0.71 local fee plus $0.09 state fee	$0.71 local fee plus $0.09 state fee

State	Wireline	Wireless	VoIP
		1.78% point of sale – prepaid	
Vermont	Universal Service Funding	Universal Service Funding 2.4% of retail sale – prepaid	
Virginia	$0.75	$0.75 $0.50 prepaid	$0.75
Washington	$0.25 statewide $0.70 by counties	$0.25 statewide $0.70 by counties $0.25 statewide – prepaid $0.70 by counties – prepaid	$0.25 statewide $0.70 by counties
West Virginia	$0.98 – $6.40 by county	$3.00 6% point of sale – prepaid	$0.98 – $6.40 by county
Wisconsin	$0.16 – $0.40 (max)	None	
Wyoming	$0.25 – $0.75	$0.25 – $0.75 1.5% point of sale – prepaid	$0.25 – $0.75

Appendix D: PSAP Wages

PSAP Location	Entry	Top Tier	Mean
Arlington PD	$38,626	$57,949	$48,288
Azle PD	$44,096	$45,718	$44,907
Bedford PD	$54,912	$57,390	$56,151
Benbrook PD	$56,710	$75,997	$66,354
Burleson PD	$40,011	$60,017	$50,014
Crowley PD	$43,243	$63,502	$53,373
Dalworthington Gardens DPS	$46,500		$46,500
DFW	$39,900	$77,200	$58,550
Euless PD[92]	$56,316	$71,869	$64,093
Fort Worth FD	$63,806	$88,697	$76,252
Fort Worth PD	$31,077	$41,177	$36,127
Grand Prairie PD	$53,040	$80,841	$66,941
Grapevine PD	$53,768	$75,275	$64,522
Hurst PD	$50,690	$69,035	$59,863
Irving PD	$54,384	$76,680	$65,532
Lake Worth PD	$46,200	$60,281	$53,241
Mansfield PD	$55,000	$76,000	$65,500
MedStar Mobile Healthcare	$44,545	$64,730	$54,638
NETCOM	$48,464	$64,022	$56,243
North Richland Hills PD	$53,315	$66,668	$59,992
Pantego PD	$45,000	$50,000	$47,500
River Oaks PD	$37,000	$42,000	$39,500

[92] Dispatcher | Current Job Opportunities | Euless, TX (eulesstx.gov)

PSAP Location	Entry	Top Tier	Mean
Saginaw PD	$41,259	$52,265	$46,762
Tarrant County Regional Communications	$42,224	$57,554	$49,889
Tarrant County SO	$50,003		$50,003
Westover Hills PD	$41,500		$41,500
White Settlement PD	$54,700		$54,700[93]

[93] Wage information for White Settlement PD telecommunicators was not provided and could not be determined based on publicly available information. MCP used the mean wage of District agencies: $54,700 annually.

Appendix E: PSAP Technology and Systems in Use

The information in the table that follows was compiled from the PSAP survey responses; not all PSAPs responded.

PSAP	CAD	CAD-to-CAD	Applications	Other Apps	Radio	Radio System	Logging Recorder	FSA	OTT & Integrated Apps
Arlington PD	Hexagon	No	RMS, JMS[94], MDTs, ProQA, Other	Motorola PTT[95], Motorola GPS for PLT, utility body worn cameras, MEDS electronic patient reports, ESO	Motorola MCC 7500	P25 800 MHz Phase 2, 3-site simulcast trunked system with encrypted and clear talkgroups	NICE Inform	Zetron through radio consoles	N/A
Azle PD	CRIMES	No We are talking about migrating with Motorola and host for other sites within next two years	RMS, JMS, MDTs	N/A	Motorola	Conventional	HigherGround Commercial Electronics	N/A	SirenGPS, RapidSOS
Benbrook PD	CRIMES	No	RMS, JMS, MDTs		Motorola APX600Xe	Trunked	Eventide NexLog 740	Active911	No

[94] Jail management system
[95] Push-to-talk

PSAP	CAD	CAD-to-CAD	Applications	Other Apps	Radio	Radio System	Logging Recorder	FSA	OTT & Integrated Apps
Burleson PD	CentralSquare	MedStar	RMS, JMS, MDTs, ProQA		Motorola MCC 7500	Trunked	Eventide NexLog DX740	USDD Phoenix G2	ASAP[96] alarm monitoring (ASAP to PSAP), Active911
Crowley PD	CRIMES	No	RMS, JMS, MDTs, Other	Property and evidence with bar coding capabilities; records expungement/sealing	Motorola MCC 7500e	P25 Interoperability	Eventide NexLog	No	RapidSOS
Dalworthington Gardens DPS	CRIMES	No			Motorola 800 MHz	800	Mediaworks	No	RapidSOS (not used), Active911
DFW	CentralSquare TriTech	No	RMS, JMS, MDTs		EF Johnson radios/Zetron is the application used to log into the radio	UHF[97], VHF[98] and trunked	Mediaworks	Westnet	No
Fort Worth FD	CentralSquare	Fort Worth PD, MedStar, and ASAP to PSAP.	RMS, JMS, MDTs, Other	Interface to Image Trend and First Due	Motorola MCC 7500	Trunked	Eventide	Locution	Rapid SOS, First Due, ASAP to PSAP, Red Alert

[96] Automated Secure Alarm Protocol
[97] Ultra high frequency
[98] Very high frequency

PSAP	CAD	CAD-to-CAD	Applications	Other Apps	Radio	Radio System	Logging Recorder	FSA	OTT & Integrated Apps
		Burleson PD in the near future.							
Fort Worth PD	CentralSquare	Fort Worth FD, MedStar	RMS, JMS, MDTs		Motorola MCC 7550	Trunked	Eventide NexLog DX Series	No	Rapid SOS
Grand Prairie PD	Superion	No	RMS, JMS, MDTs, ProQA, Other	Phoenix G2 toning interface, ASAP to PSAP, VESTA	Motorola MCC 7500		Eventide - Mediaworks	Phoenix G2	No
Grapevine PD	CRIMES	No	RMS, JMS, MDTs, Other	TLETS[99]	Motorola MCC 7500 Elite Dispatch	Trunked	NICE	Station alerts through the radio system	Rapid SOS through 9-1-1 system, First Due is automatic page out
Hurst PD	CentralSquare ONESolution	Tarrant County	RMS, JMS, MDTs		Motorola MCC 7500 Elite	Trunk	NICE	PageGate	VESTA 9-1-1
Irving PD	CentralSquare	No	RMS, JMS, MDTs		Motorola ASTRO® Phase II P25 radios	Trunked 800 MHz	HigherGround 4	N/A	Yes

[99] Texas Law Enforcement Telecommunications System

PSAP	CAD	CAD-to-CAD	Applications	Other Apps	Radio	Radio System	Logging Recorder	FSA	OTT & Integrated Apps
Lake Worth PD	Motorola	N/A	RMS, JMS, MDTs, Other	Mentalix Fingerprints, RapidSOS, Command Solutions	Motorola MCC 7500 Elite Dispatch	Digital	Eventide 740DX	N/A	RapidSOS is integrated into our CAD
Mansfield PD	CentralSquare ONESolution	No	RMS, JMS, MDTs, ProQA, Other	CryWolf, LiveScan, TLETS, P2P, P2C, FIREHOUSE, DragonForce, Incode, VESA, NICE Inform	Motorola MCC 7500 Console	700/800 MHz P25 trunked wide area connected to Fort Worth and Irving core	ATO NICE Inform	Station alert via radio console and consolettes	ActiveAlert
Medstar Mobile Healthcare	Logis	Fort Worth PD, Fort Worth FD, Burleson PD	RMS, JMS, MDTs, ProQA, Other	VESTA ANI/ALI, Twillio (SMS), Outlook 365, Vairkko (scheduling software)	Motorola MCC 7500 Elite	P25	NICE R8	No	RapidSOS is already integrated with VESTA Maps
NETCOM	CentralSquare	No	RMS, JMS, MDTs, Other	NICE QA, FIREHOUSE, ESO, internal EMD	Motorola	Trunked	NICE	No	SirenGPS, RapidSOS
North Richland Hills PD	Motorola	No	RMS, JMS, MDTs, Other	ERS, ESO, Incode,	Motorola MCC 7500	UHF	Eventide	Alert toning initiated through radio consoles	No

PSAP	CAD	CAD-to-CAD	Applications	Other Apps	Radio	Radio System	Logging Recorder	FSA	OTT & Integrated Apps
Pantego PD	Tyler Technologies	N/A	RMS, JMS, MDTs		Motorola	Trunked	Vista Com	Yes	RapidSOS
Saginaw PD	CRIMES	N/A	RMS, JMS, MDTs	N/A	Motorola MCC 7500		HigherGround Capture911	N/A	RapidSOS
Tarrant County Regional Communications	CRIMES and RedNMX	We have merged with Forest Hill CAD servers and are in conversation with other departments to have CAD-to-CAD	RMS, JMS, MDTs, ProQA		Motorola MCC 7500	Conventional and trunked	NICE	Fire dispatchers use station alerting for the majority of the FDs that we dispatch for	Yes
Westover Hills PD	CrimeStar	N/A	RMS, JMS		Motorola	On Fort Worth 800 MHz			

Appendix F: PSAP Consolidation Benchmark Criteria Roadmap

If a PSAP has five or more Category One attributes, it meets the criteria for MCP to strongly recommend exploring a physical consolidation and alliance with a neighboring PSAP. This is not to say that the agency that meets this benchmark should be absorbed by another PSAP as there could be numerous factors, including available opportunities for facility expansion, available funding, and others that could drive such decisions away from what, on the surface, may appear obvious.

PSAP Location	Population	District 9-1-1 Call Volume	Cost per Call	Primary Workstation	Min. Staffing Per Shift	Retention	Outbound Transfers	EMD	Admin Call Volume	Number of Category One Criteria Met
Category One Criteria	≤25k	≤1%	≥$40	≤2	≤2	≤75%	≥25%	Ø	≥911 Vol.	
Category Two Criteria	≤50k	≤2%	≥$30	≤4	≤4	≤80%	≥25%	xfer.	≥911 Vol.	
Report Reference	Table 1	Table 1	Table 4	Table 1	Table 8	Table 8	Table 7	Section 3.3.5	Table 6	
Azle PD	13,518	0.35%	$71	2	2	100%	33%	No	85%	8
Saginaw PD	24,011	0.53%	$73	3	1	86%	30%	No	79%	8
Crowley PD	19,333	0.40%	$79	2	1	89%	9%	No	69%	7
Lake Worth PD	6,922	0.49%	$55	3	1	100%	38%	No	75%	7
River Oaks PD	7,524	0.14%	$112	2	1	N/R	29%	N/R	86%	7
Pantego PD	2,467	0.10%	$139	2	1	100%	10%	No	76%	7
Westover Hills PD	635	0.01%	$1,487	2	1	100%	20%	No	73%	7

PSAP Location	Population	District 9-1-1 Call Volume	Cost per Call	Primary Workstation	Min. Staffing Per Shift	Retention	Outbound Transfers	EMD	Admin Call Volume	Number of Category One Criteria Met
Category One Criteria	≤25k	≤1%	≥$40	≤2	≤2	≤75%	≥25%	Ø	≥911 Vol.	
Category Two Criteria	≤50k	≤2%	≥$30	≤4	≤4	≤80%	≥25%	xfer.	≥911 Vol.	
Report Reference	Table 1	Table 1	Table 4	Table 1	Table 8	Table 8	Table 7	Section 3.3.5	Table 6	
Tarrant County Regional Communications	6,067	0.69%	$106	2	4	87.5%	90%	Yes	76%	6
Benbrook PD	24,605	0.60%	$75	4	N/R	62.5%	18%	Yes	65%	6
Burleson PD	51,618	0.98%	$76	4	2 to 3	83%	27%	Yes	58%	5
Dalworthington Gardens DPS	2,302	0.08%	$207	2	1	75%	4%	T-CPR	10%	5
DFW	63 million annually	1.59%	$177	5	2	53%	8%	Yes	76%	4
Hurst PD	40,055	1.28%	$36	6	2	75%	16%	Yes	66%	3
Irving PD	254,198	7.72%	$34	16	8	67%	17%	No	67%	3
Fort Worth FD	938,508	4.16%	$58	9	5	96%	48%	No	42%	3
White Settlement PD	25,995	0.88%	$73	4	3	N/R	12%	N/R	19%	2
Grapevine PD	50,872	1.47%	$68	7	3	70%	4%	Yes	73%	2
Euless PD	60,500	1.40%	$39	6	2	N/R	12%	N/R	73%	2

PSAP Location	Population	District 9-1-1 Call Volume	Cost per Call	Primary Workstation	Min. Staffing Per Shift	Retention	Outbound Transfers	EMD	Admin Call Volume	Number of Category One Criteria Met
Category One Criteria	≤25k	≤1%	≥$40	≤2	≤2	≤75%	≥25%	Ø	≥911 Vol.	
Category Two Criteria	≤50k	≤2%	≥$30	≤4	≤4	≤80%	≥25%	xfer.	≥911 Vol.	
Report Reference	Table 1	Table 1	Table 4	Table 1	Table 8	Table 8	Table 7	Section 3.3.5	Table 6	
Irving FD	254,198	1.07%	$79	5	3	100%	2%	N/R	55%	2
Mansfield PD	74,368	2.01%	$52	6	4	89%	9%	Yes	63%	2
Bedford PD	49,187	1.33%	$37	4	2	85%	9%	N/R	68%	1
NETCOM	112,000	1.87%	$43	7	3 to 4	81%	10%	Yes	41%	1
Grand Prairie PD	197,347	5.84%	$38	16	8 to 9	90%	8%	Yes	61%	1
North Richland Hills PD	70,209	3.66%	$25	9	3 to 4	84%	18%	Yes	65%	1
Tarrant County SO	2.1 million	1.97%	$41	8	4	N/R	14%	N/R	77%	1
Fort Worth PD	938,508	38.43%	$14	35	26	84%	23%	No	47%	1
MedStar Mobile Healthcare	1.14 million	6.70%	$21	10	5 to 8	89%	2%	Yes	53%	1
Arlington PD	392,786	14.20%	$39	28	15 to 20	80%	4%	Yes	38%	0

Appendix G: Consolidation Alliance Profile

A consolidation alliance profile allows a PSAP to identify those agencies that may be a fit both operationally and culturally. The outline that follows considers numerous factors beyond the original Category One and Category Two benchmark criteria.

Consolidation Alliance Profile			
Profile Questions **(*Consolidation Benchmark Criteria)**	**Your Agency** (Identify Must Haves/Nice to Haves)	**Prospect A**	**Prospect B**
History and Demographics			
• Years in operation			
• Population*			
- Projected growth			
• Geography			
- Contiguous borders			
- Mutual aid			
• 9-1-1 call volume*			
• 10-digit call volume*			
• Transfers			
- Outbound*			
- Inbound			

Consolidation Alliance Profile			
Profile Questions **(*Consolidation Benchmark Criteria)**	**Your Agency** (Identify Must Haves/Nice to Haves)	**Prospect A**	**Prospect B**
• Minimum staffing per shift*			
• Number of workstations*			
• Other agencies dispatched			
• Cost per call*			
Services Provided			
• Call-taking			
- EMD			
- EFD			
- EPD			
- Nurse Navigation			
- ASAP to PSAP			
- Other			
• Dispatching			
- Law enforcement			
- Fire			

Consolidation Alliance Profile			
Profile Questions **(*Consolidation Benchmark Criteria)**	**Your Agency** (Identify Must Haves/Nice to Haves)	**Prospect A**	**Prospect B**
- EMS			
• Administrative duties			
• 3-1-1			
• Jail duties			
• Security camera monitoring			
• Access control			
• Support city/county services			
• Walkup window			
• Vehicle releases			
• Early warning system notifications			
• Warrants/Records			
• Public address notifications			
• Billing/Payment receipt			
• Alternative response			

Consolidation Alliance Profile			
Profile Questions **(*Consolidation Benchmark Criteria)**	**Your Agency** (Identify Must Haves/Nice to Haves)	**Prospect A**	**Prospect B**
Staffing			
• Full-time			
- Telecommunicators			
- Communications training officers			
- Shift supervisors			
- Managers			
- Training coordinator			
- QA coordinator			
- Director			
• Part-time			
• IT			
- In-house			
- Municipal			
- Outsourced			
• Persistent vacancies			

Consolidation Alliance Profile			
Profile Questions **(*Consolidation Benchmark Criteria)**	**Your Agency** (Identify Must Haves/Nice to Haves)	**Prospect A**	**Prospect B**
Culture			
• Core values defined			
• Strategic plan			
• Change management policy			
• Employee engagement scores			
• Recognition programs			
• Career advancement			
• Training completion statistics			
• Retention rate*			
Finances			
• Budget			
• Revenue sources			
• Projections			
• Capital improvement projects			

Consolidation Alliance Profile			
Profile Questions **(*Consolidation Benchmark Criteria)**	**Your Agency** (Identify Must Haves/Nice to Haves)	**Prospect A**	**Prospect B**
Facilities			
• Sufficient space exists			
• Renovations of existing space would be needed and/or are possible			
• A new facility would be required			
Political Environment (stakeholder and constituent support)			
• Elected officials			
• Executive leadership			
• Field personnel			
• PSAP personnel			
• Constituents			
Technology and Systems in Use			
• CAD			
• RMS			
• CHE			

Consolidation Alliance Profile			
Profile Questions **(*Consolidation Benchmark Criteria)**	**Your Agency** (Identify Must Haves/Nice to Haves)	**Prospect A**	**Prospect B**
- NG9-1-1 or legacy 9-1-1			
• Radio			
- Radio coverage			
• FSA system			
• Logging recorder			
• Cybersecurity policies and practices			
• Applications			
Legal and Media Exposure			
• Threatened/Pending lawsuits			
• Media			
- Negative coverage			
- Positive coverage			
Organizational Structure			
• Management plans			
• Workforce integration			

Consolidation Alliance Profile			
Profile Questions **(*Consolidation Benchmark Criteria)**	**Your Agency** (Identify Must Haves/Nice to Haves)	**Prospect A**	**Prospect B**
- Positions			
- Seniority			
- Wages and benefits			

Northwest Emergency Communications Center (NWECC)

Reimagining Public Safety Telecommunications and Service Delivery

From the Research

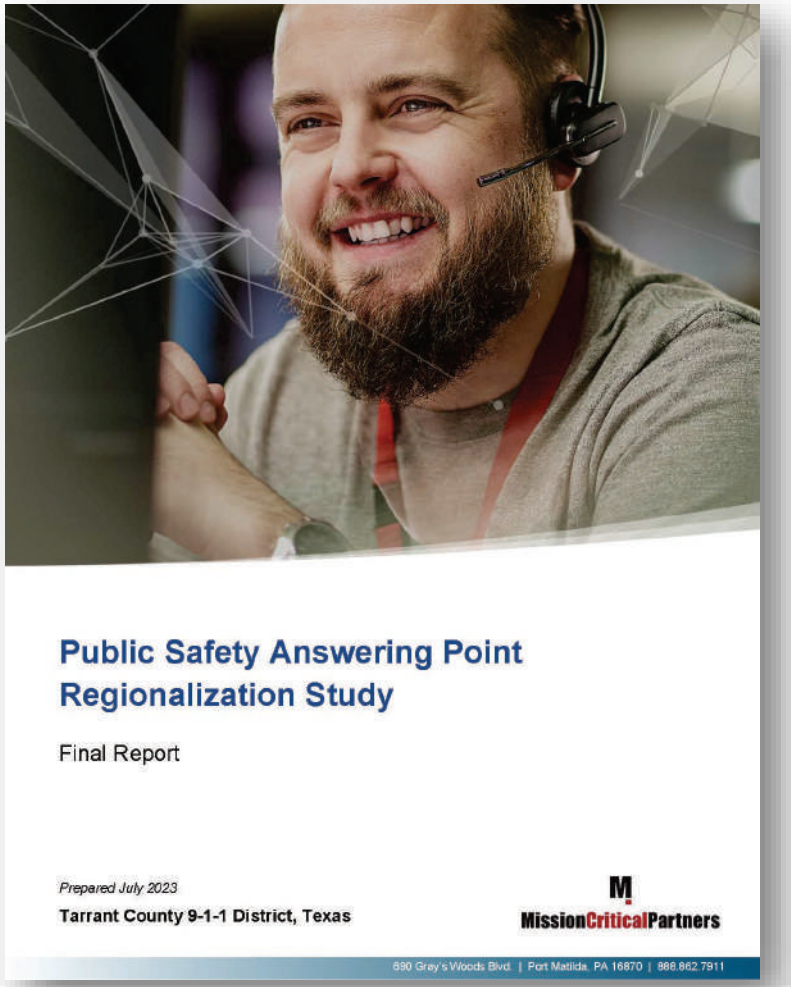
<u>Top issues facing PSAPs:</u>

- Personnel (Hiring & Retention)
- Next Generation 911 Readiness
- Geographic Information Systems (GIS)
- Data Integration
- Cybersecurity and Physical Security
- Workforce Optimization

From the Research

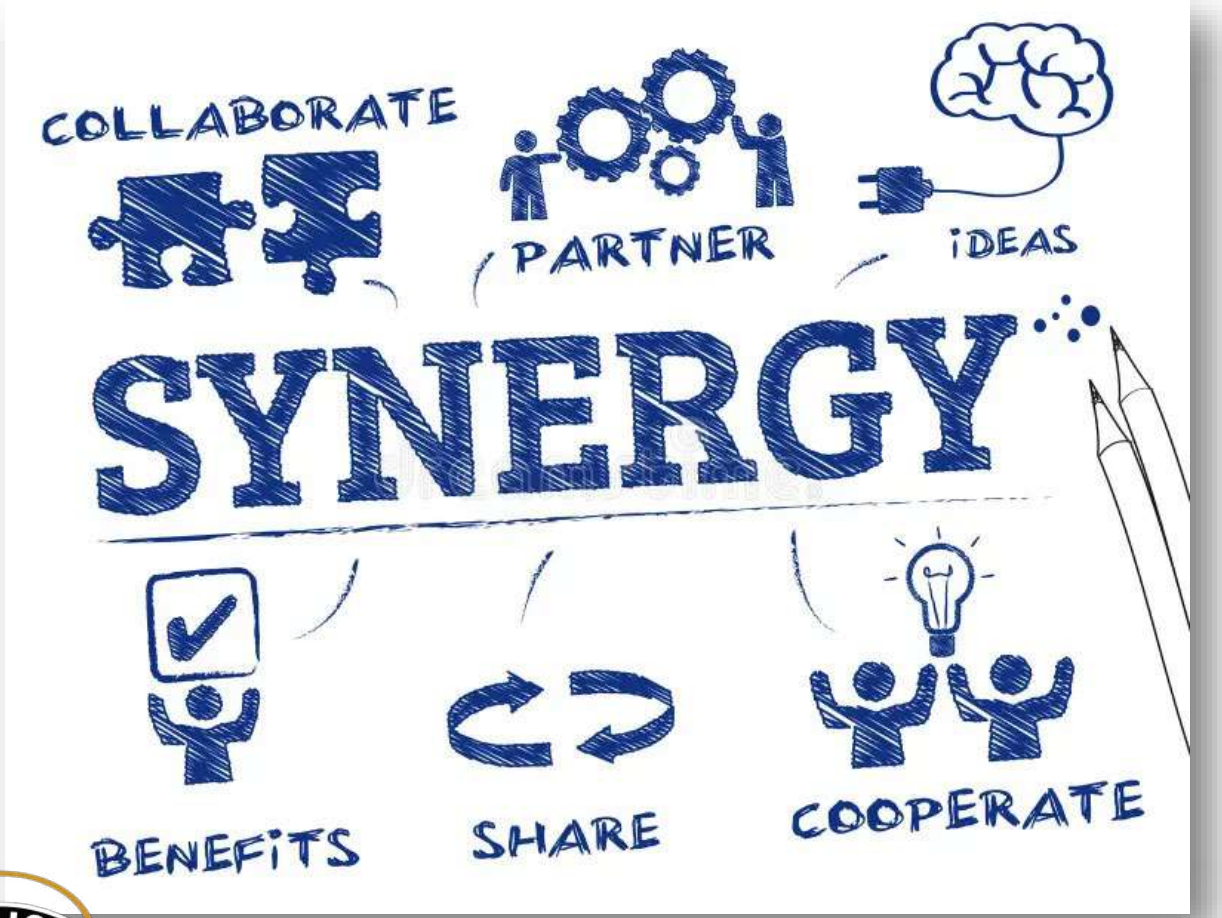
For Tarrant County:

"Without regionalization, and without reducing the number of independent ecosystems operating in a compressed area, many PSAPs within the District are bound to the current state and constraints in their efforts to provide a higher, more efficient level of service."



Benefits: The Bigger Picture

- Enhanced Efficiency and Resource Allocation
- Cost Savings
- Improved Interagency Coordination
- Standardization and Training
- Technological Advancements
- Scalability and Flexibility



Area Challenges

- Hiring & retention
- Salary competitiveness
- Increasing technological demands & costs
- Public expectations
- Cyber Security

Report: Personnel and Next Generation 911 Readiness Are the Most Significant Challenges Facing 911 Centers

New Research Suggests 911 Call Centers Lack Resources to Handle Behavioral Health Crises

Training, emergency response options, and data reporting are key areas for improvement, says Pew study

Challenges at 911 dispatch centers revive talks of consolidation on the North Coast

Staffing shortages, equipment problems create risks

Fort Worth 911 call center tries new strategies to fill call taker vacancies

By Peyton Yager | Published August 3, 2021 | Fort Worth | FOX 4 |

Overall Goals for Consolidation

Save taxpayers' money

Increase service delivery

Reduce risk

EMERGENCY MANAGEMENT

911 Consolidation Among Cost-Saving Measures

Consolidation of Government Services Reduces Costs and Improves Service

Georgetown council members want to combine services between city and county to save money

Chicago Tribune

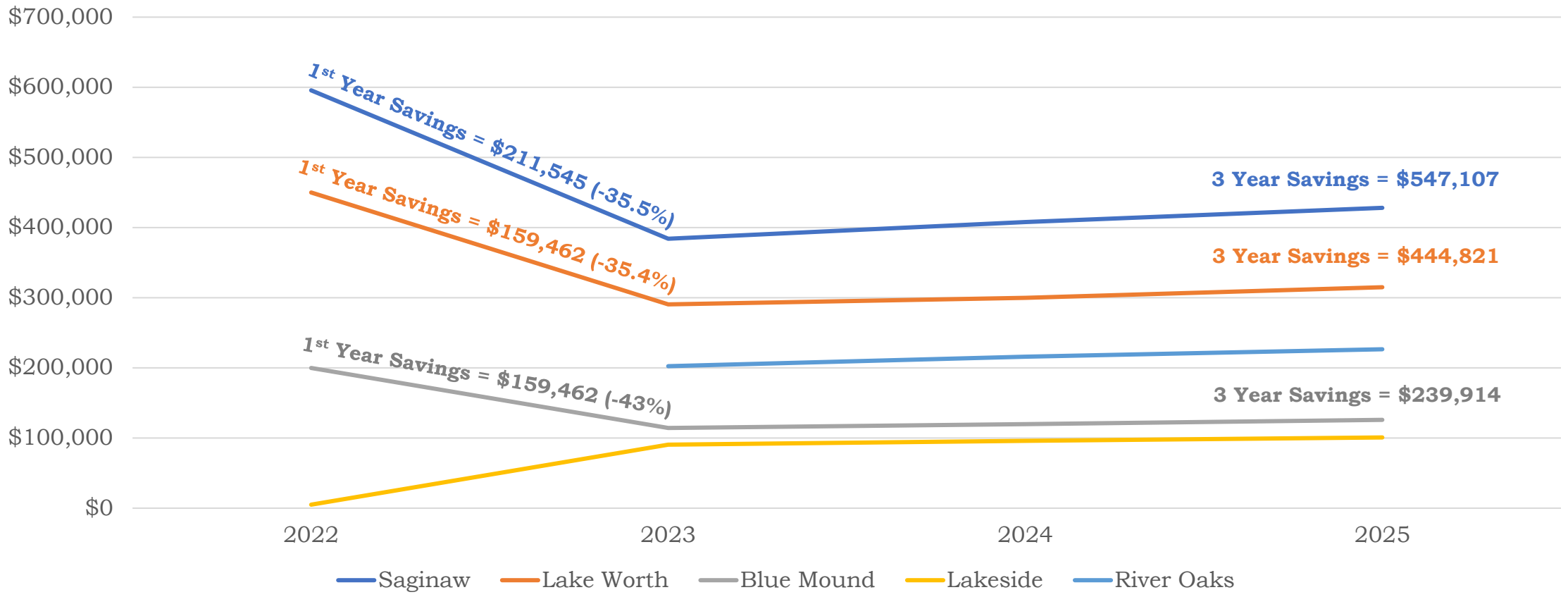
Lake County agencies seek 'more bang for our buck' through consolidation of 911 services

Emergency dispatch centers in Lake County are studying ways to consolidate or share the same equipment, personnel and policies to provide...

Save Taxpayers' Money

- Reduced expenses related to staffing, infrastructure, maintenance, and equipment
  - Facilitates greater flexibility in managing staffing levels, allowing for adjustments based on call volumes and peak times.
- Reduces redundancy, eliminates duplicated equipment, and streamlines operations
  - Shared technology and resources, resulting in economies of scale

Save Taxpayers' Money*



*Savings shown are estimates only. Actual savings depends on participation and actual costs.

Increase Service Delivery

- Consolidating dispatch allows for optimized resource allocation.
  - By centralizing dispatch functions, resources can be allocated effectively, ensuring a quicker response to emergencies and improved overall service.
- Creates seamless communication between agencies, enabling faster response times and efficient handling of emergencies.
  - Shared information and real-time updates enhance situational awareness and provide a more comprehensive emergency response.

Reduce Risk

- First-line supervision
- Adherence to state and national standards
- CALEA Public Safety Communications Accreditation
- Accredited APCO P33 training program
- Expanded access to individual training

Current Capabilities & Responsibilities

Current Capabilities

- Spillman (Motorola Solutions) FLEX CAD/RMS
  - PowerEngage
  - North Texas' only APCO Certified Communications Center
- Rapid SOS Integration
- TCOLE Contract Training Provider

SPILLMAN FLEX

Engage

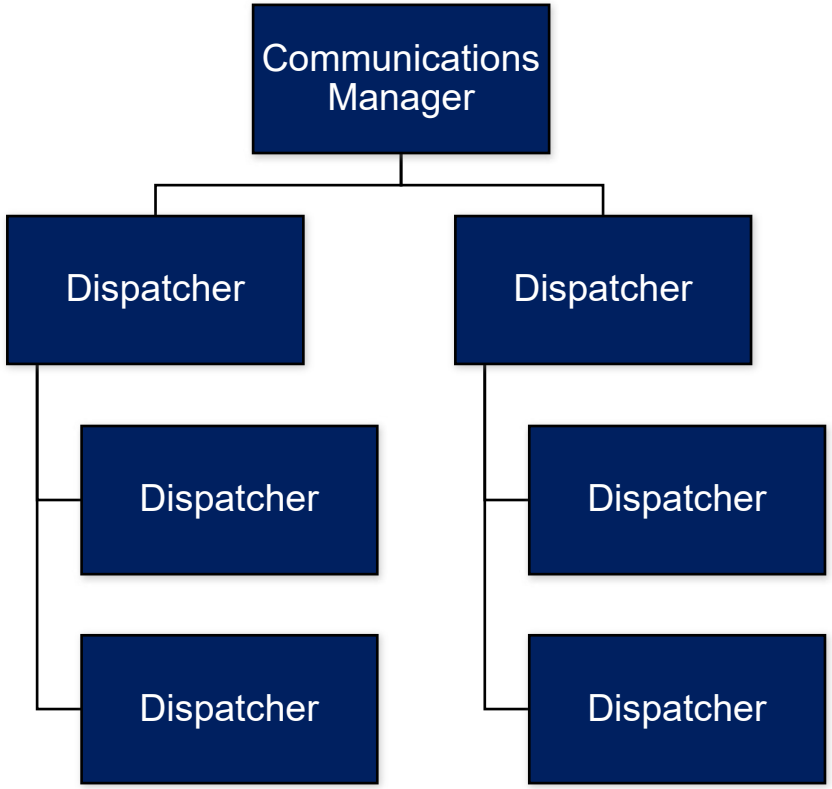
APCO
Agency Training Program
Certification
A Project 33® Initiative

RapidSOS

POLICE COMMUNICATIONS
LAKE WORTH

Current Capabilities - Personnel

- Communications Manager
- 6 Communications Center FTEs
  - 2 – Master, 1 – Advanced, & 3 Basic
  - **Fully Staffed**
- 1 Crime Analyst



Current Capabilities - Equipment

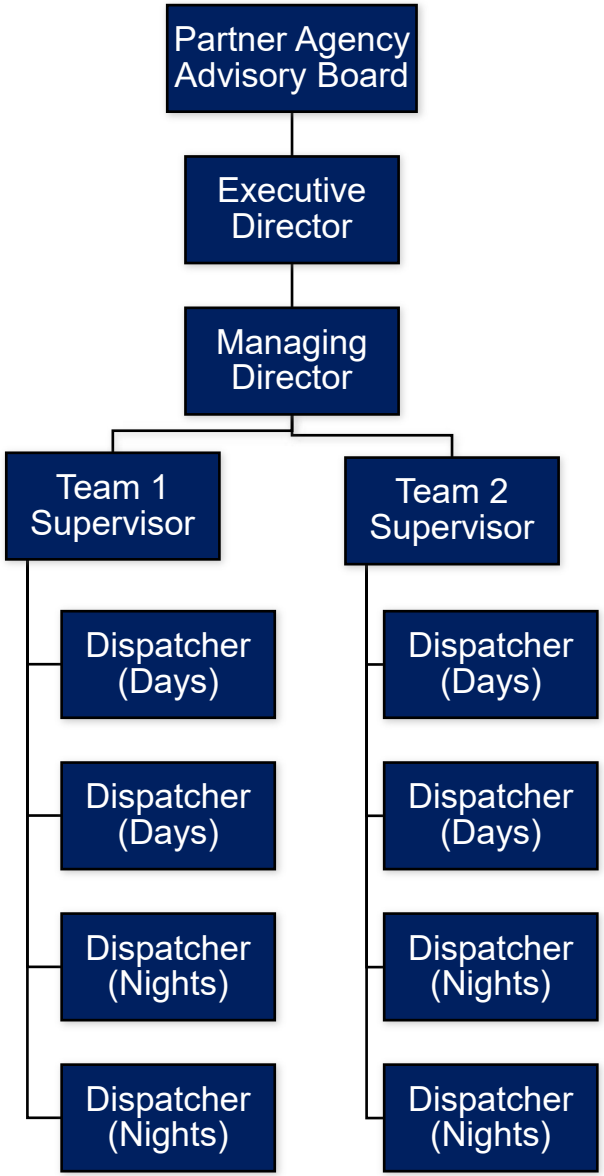
- 2 Consoles + 1 backup 911
  - Wired for 3 consoles
  - All headset capable
- Eventide Digital Recorder
  - 180 day phone retention
  - 6 months of radio traffic
- Backup location identified - NW Tarrant Sub-Courthouse, 4th floor

Strategic, Phased Growth Plan

Personnel & Facilities

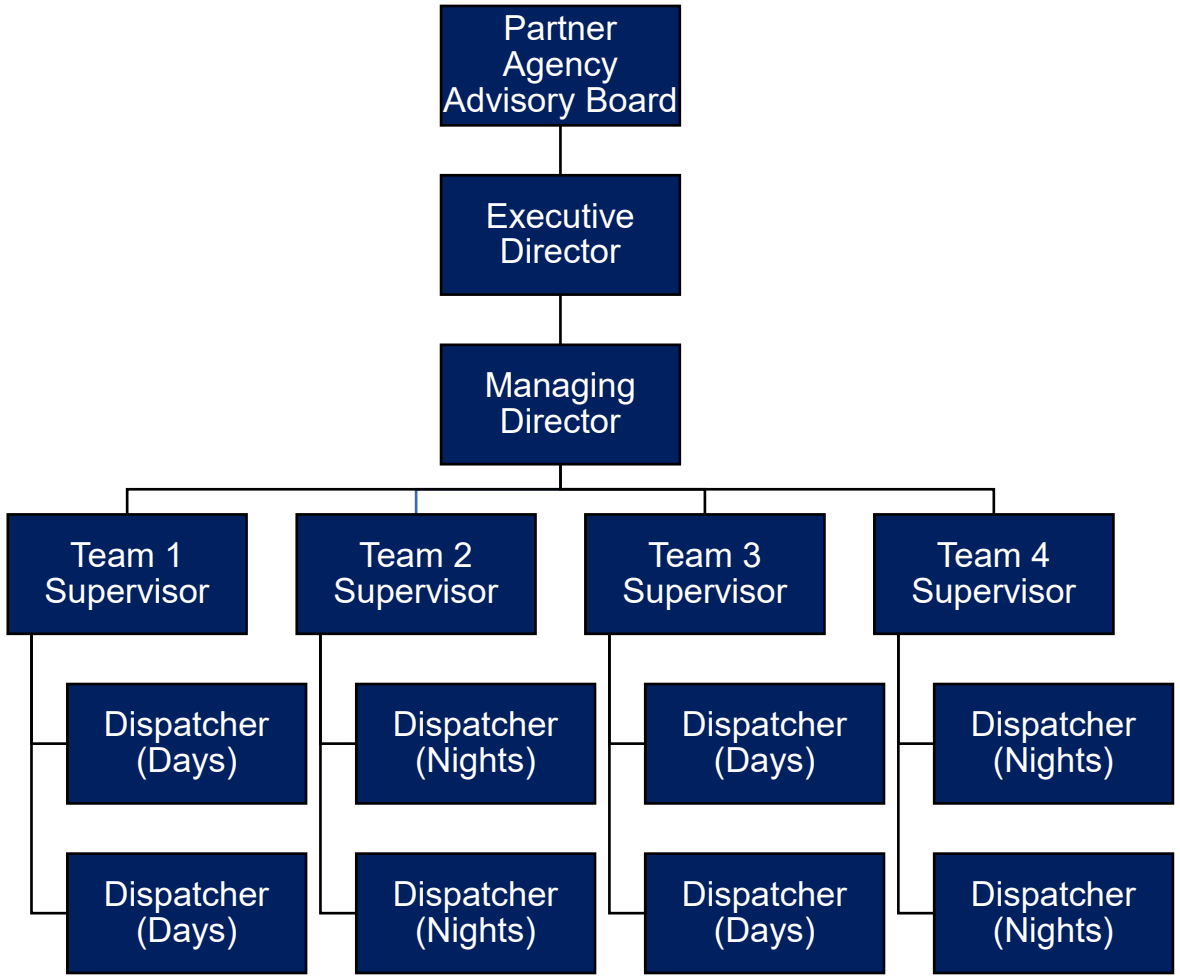
Phase 1

- 8 + 2 + 1 (dispatchers, supervisors, director)
- 2 dispatchers 24/7, 3 during peak hours, 12 hour shifts
- 2 supervisors share ancillary duties (QA, Accreditation, etc.)



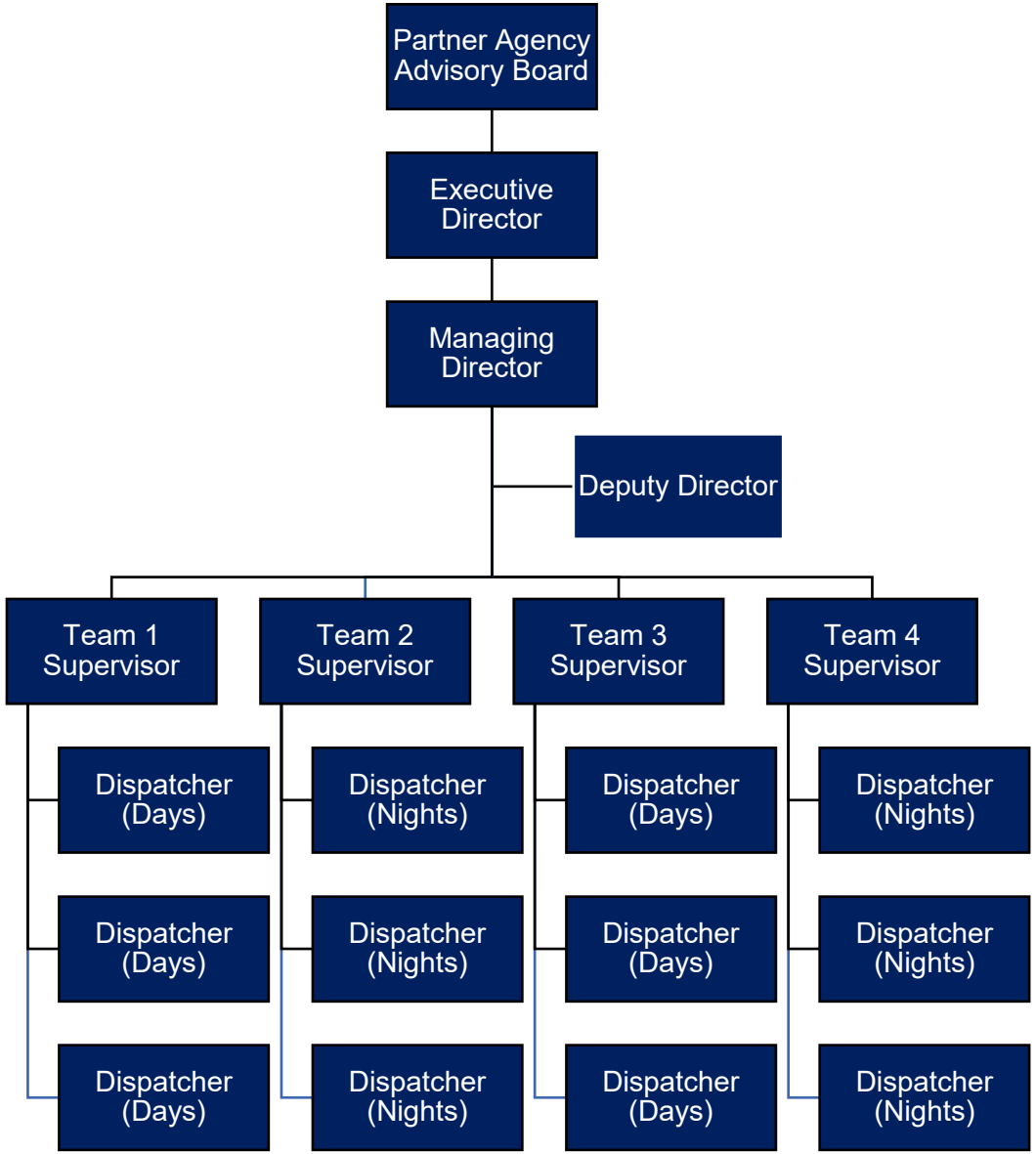
Phase 2

- 8 + 4 + 1 (dispatchers, supervisors, director)
- 2 dispatchers + 1 supervisor on 24/7, 12 hour shifts
- Adds in basic RTCC function or Fire

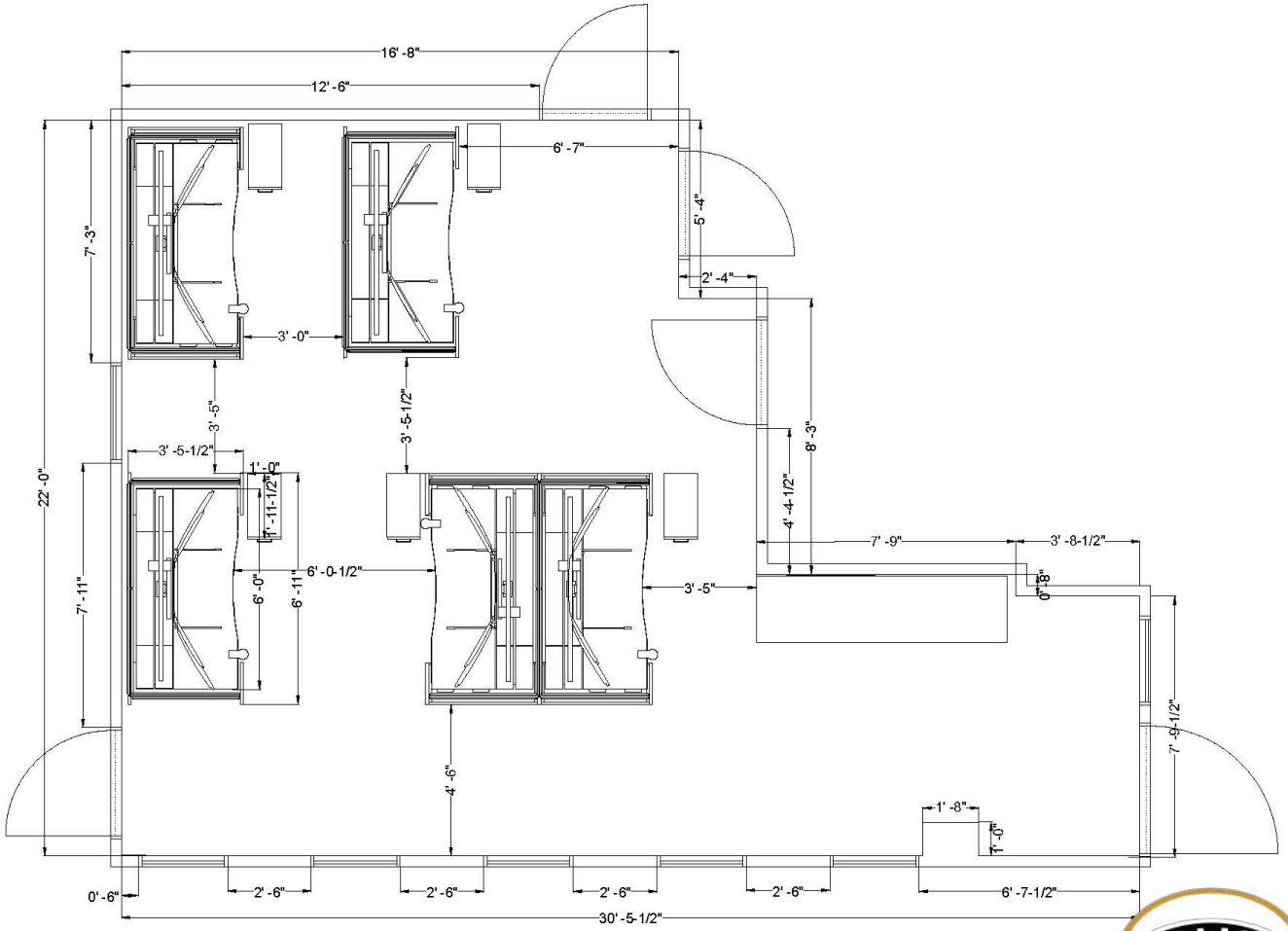


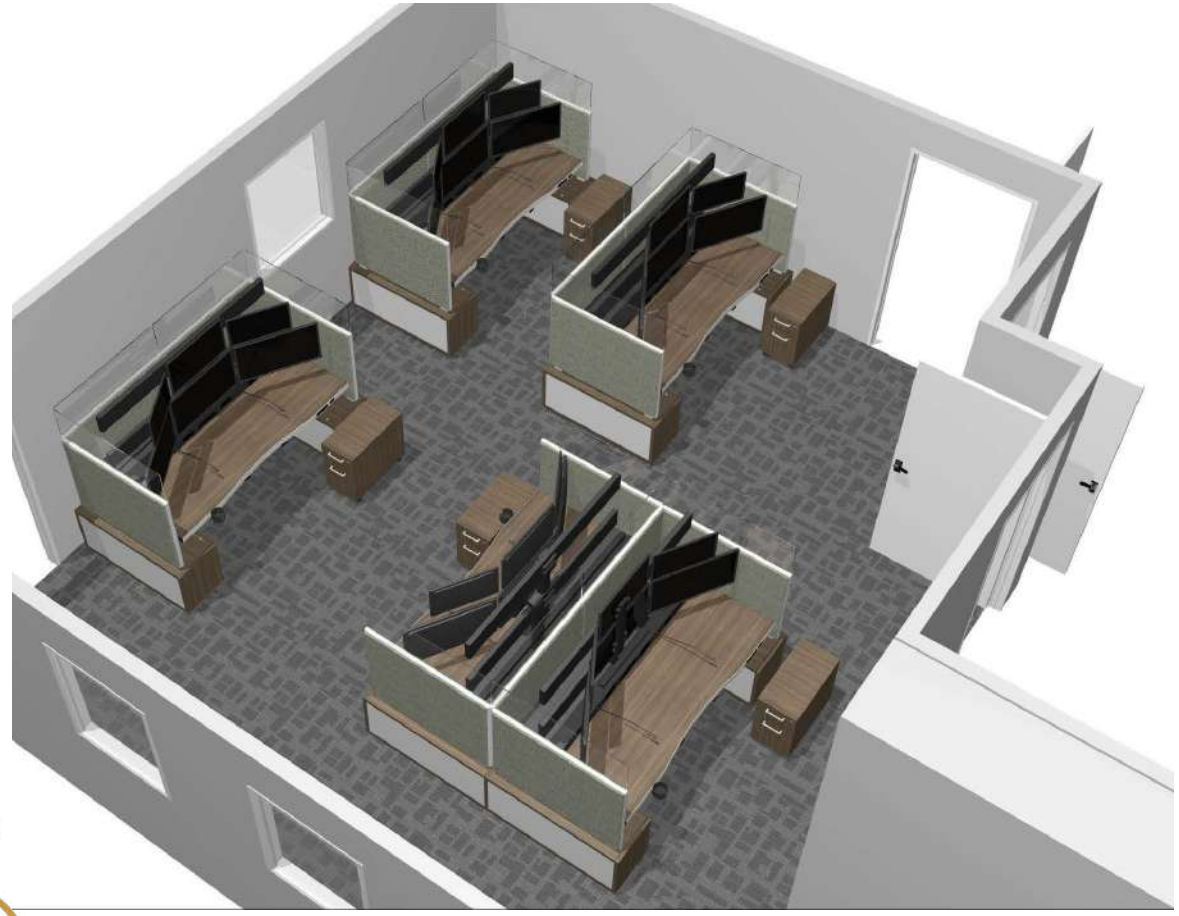
Phase 3

- 12 + 4 + 2 (dispatchers, supervisors, deputy director, director)
- 3 dispatchers + 1 supervisor on 24/7, 12 hour shifts
- Full RTCC function or Fire



Comm. Center Growth (Immediate)





**Renderings courtesy of Watson Consoles

ECC's Future Growth

September 2022 – COLW commissioned a needs and feasibility study that provides a roadmap for future PD/ communications center expansion

- LWPD intends to expand in accordance with the study's recommendations, which includes space for an expanded communications center

July 2023 - Tarrant County 911 commissioned a regionalization feasibility study to provide strategies for regionalization/ consolidation

- All agencies in NW Tarrant County recommend for consolidation consideration.

Oversight & Control

Partner Agency Advisory Board

Executive Advisory Board (EAB)

- Made up of Chief Executives from participating agencies
- Issues guidance to Executive Director
- Authority to create advisory committees and appoint members:
  - Operations Committee
  - Training Committee
  - Finance Committee
  - Accreditation Committee

Policy & Procedure Manual

- The operation and administration of the Communications Center will be controlled by a thorough policy and procedure manual
- An interlocal agreement (ILA) will outline shared costs and responsibilities of participating agencies

Lake Worth Area Joint Communications and Real Time Crime Center - STANDARD OPERATING GUIDELINES

	Effective Date: N/A	*Number: N/A*
Reference: Organizational Integrity, Professionalism and Authority		*Special Instructions:*
Distribution: All Personnel	*Reevaluation Date: N/A*	*No. Page:*

Purpose:

LAKE WORTH JCOMM-RTCC has established an organizational chart, scope of authority, role division, descriptions and basic duties of each employee type. Each employee, regarding which of the roles they fulfill, has a fundamental responsibility to act in accordance with the LAKE WORTH JCOMM-RTCC Mission, Vision and Code of Ethics.

Standard Operating Guidelines:

A. LAKE WORTH JCOMM-RTCC has established an organizational chart for ease in flow of communication as well the disciplinary chain of command – Enclosure 1.

B. Role Division and Descriptions

Executive Advisory Board:

The advisory body for LAKE WORTH JCOMM-RTCC is comprised of Chief Executive Officers from the agencies served. The "Board" will have a Chairman and Vice Chairman who shall act as the head of the board. LAKE WORTH JCOMM-RTCC Personnel Policies address scope of power and authority, referencing general oversight throughout the entirety of the document, and specific powers in *Section II, § C, Management of LAKE WORTH JCOMM-RTCC*. The following positions, titles and roles are those delegated by resolution to have operational and on-site management of LAKE WORTH JCOMM-RTCC.

Executive Executive Director:

Employee will be responsible for: (1)Managing Directorrdinating all activities in operating a consolidated dispatch center, located in Artesia, developing policies and procedures and staffing requirements for presentation to the Executive Board for approval. The Operations committee deals with developing those operations procedures and policies. Final authority and acceptance

The Bottom Line: Cost

Costs of Operation

- Costs are shared by all participating agencies in proportion to their geographic size, population, and total number of police officers.
- Call volume will NOT be used as a cost calculation metric
- Smaller agencies that are below an established threshold for size, population, and officers may qualify for a flat rate

Costs of Operation

- Invoicing to participating agencies will occur annually, and will occur well in advance of fiscal year budget workshops to allow each agency time to adequately plan
- Line-item billing, directly reflective of the established budget
- Proposed budget reviewed and voted on by EAB annually

Supporting Literature

Cannon, T. (2013). *Consolidation of Law Enforcement Dispatch Operations in Harris County Texas*. https://shsu-ir.tdl.org/bitstream/handle/20.500.11875/1842/1452.pdf?sequence=1

Fuentes, G. (2018). Weighing Consolidation of Public Safety Operations: A Thorough Evaluation of Key Factors is a Must. *ICMA Public Manager Magazine*.

Kodrzycki, Y. K. (2013). The Quest for Cost-Efficient Local Government in New England: What Role for Regional Consolidation? *SSRN Electronic Journal*. https://doi.org/10.2139/ssrn.2366556

Police Executive Research Forum. (2017). *The Revolution in Emergency Communications*. Police Executive Research Forum. http://www.policeforum.org/assets/EmergencyCommunications.pdf

Schroepfer, R., & Dunning, J. (n.d.). STRATEGIES TO SUCCESSFULLY NAVIGATE 911 CONSOLIDATION. In *Wold Architects and Engineers* (pp. 1–8). Retrieved March 30, 2023, from https://s3.us-west-2.amazonaws.com/wold/images/Wold_WhitePaper_911_Consolidation.pdf

Seeman, E., Kleckley, J., & Holloway, J. (2018). Data Management, Technology, and Public Policy The Implementation of Next Generation 911 and Its Connection to Nationwide Public Safety Broadband Network at Public Safety Answering Points. *Journal of Information Policy*, *8*. https://doi.org/10.5325/jinfopoli.8.2018.0472/1611302/jinfopoli_8_1_472.pdf

Womack, T. (2014). Economies of Scale: 9-1-1 Center Consolidation as a Means to Strengthen the Homeland Security Enterprise. In *Defense Technical Information Center: Naval Postgraduate School* (pp. 1–197). https://apps.dtic.mil/sti/pdfs/ADA608032.pdf

Emergency Communication Center (ECC) consolidation is considered a best practice in the field of emergency services. It involves merging multiple dispatch centers into a single, centralized facility. The benefits of consolidation are many, and include:

1. **Enhanced Efficiency and Resource Allocation**: Consolidating dispatch allows for optimized resource allocation. It reduces redundancy, eliminates duplicated equipment, and streamlines operations. By centralizing dispatch functions, resources can be allocated effectively, ensuring a quicker response to emergencies and improved overall service.

2. **Cost Savings**: Consolidation can lead to significant cost savings for participating municipalities. By eliminating the need for multiple dispatch centers, there are reduced expenses related to staffing, infrastructure, maintenance, and equipment. Consolidation also enables shared technology and resources, resulting in economies of scale and reduced financial burden on individual municipalities.

3. **Improved Interagency Coordination**: A consolidated dispatch center promotes better collaboration and coordination among various emergency response agencies. It facilitates seamless communication between police, fire, and medical personnel, enabling faster response times and efficient handling of emergencies. Shared information and real-time updates enhance situational awareness and provide a more comprehensive emergency response.

4. **Standardization and Training**: Consolidation allows for consistent training protocols and procedures across emergency services agencies. It promotes uniformity in dispatch operations, ensuring that all dispatchers receive standardized training and adhere to best practices. This standardization enhances professionalism, improves communication quality, and ultimately leads to better outcomes in emergency situations.

5. **Technological Advancements**: Consolidated dispatch centers can leverage advanced technologies and systems to enhance emergency response capabilities. Integrated computer-aided dispatch (CAD) systems, geographic information systems (GIS), and other cutting-edge tools enable efficient call handling, resource tracking, and data management. These technologies improve response times, resource deployment, and overall incident management.

6. **Scalability and Flexibility**: Consolidated dispatch centers can be designed with scalability in mind. As the population and emergency service needs grow, the center can accommodate increased call volumes and expand its capabilities accordingly. Additionally, consolidation facilitates greater flexibility in managing staffing levels, allowing for adjustments based on call volumes and peak times.

In conclusion, consolidating dispatch centers offers numerous benefits, including enhanced efficiency, cost savings, improved interagency coordination, standardized training, technological advancements, and scalability. City and elected leaders should consider the advantages of consolidation to provide more effective emergency services, optimize resource allocation, and ensure the safety and well-being of their communities.

1. Efficiency and Service Delivery:

- How would consolidating the emergency communication center improve response times and overall service delivery?

> *Consolidating the emergency communication center would lead to improved response times by eliminating duplicated resources and enhancing coordination among emergency response agencies.*

- What are the anticipated benefits in terms of resource allocation and cost savings?

> *Anticipated benefits include optimized resource allocation, cost savings through shared infrastructure and personnel, and enhanced service quality through standardized procedures and technology.*

2. Impact on Staff and Operations:

- How would consolidation affect the current dispatch staff? Are there any potential job losses or reassignments? What measures would be in place to support the staff during the transition?

> *The consolidation may involve a restructuring of the dispatch staff, with a focus on minimizing job losses through reassignments, retraining, or offering opportunities in other areas.*

- How would consolidation affect the center's operational hours, workload distribution, and coverage during peak times?

> *Staffing levels would be assessed to ensure adequate coverage during all operational hours, with adjustments made based on call volumes and peak times.*

3. Technology and Infrastructure:

- How would the consolidation impact the technology infrastructure and systems currently in use? Would there be a need for upgrading or integrating different systems?

> *Consolidation would require a thorough assessment of the technology infrastructure, aiming to integrate or upgrade systems to ensure compatibility and streamline operations.*

- What are the cost implications for upgrading or implementing new technology in the consolidated center?

> *Costs for upgrading or implementing new technology would be budgeted and considered within the overall consolidation plan.*

4. Governance and Legal Considerations:

- How would the consolidated center be governed? Would there be shared decision-making processes or a lead city responsible for management?

> *Governance of the consolidated center would be established through a formal agreement between the cities, outlining decision-making processes, management structure, and financial responsibilities.*

- What legal agreements or contracts would need to be established between the cities to ensure effective collaboration and shared responsibilities?

> *Legal agreements or contracts would be drafted to ensure compliance with regulatory requirements and define shared responsibilities.*

5. Community Engagement and Public Perception:

- How would consolidation impact the community's perception of emergency services? Are there any concerns or potential resistance from the public that need to be addressed?

> *Proactive community engagement efforts would be implemented to address any concerns or resistance from the public. Regular communication channels, town hall meetings, and informational campaigns would be utilized to ensure transparency and build public trust.*

- What measures would be taken to ensure transparency and open communication with the public regarding the consolidation process and its benefits?

> *The benefits of consolidation, such as improved emergency response and cost-effectiveness, would be highlighted to help shape a positive public perception.*

6. Lessons from Similar Consolidation Efforts:

- Have there been any similar consolidation efforts in neighboring cities or regions that can provide insights and lessons learned?

> *Lessons learned from other successful consolidation efforts in neighboring cities or regions would be studied and incorporated into the consolidation plan.*

- Are there best practices or success stories from other jurisdictions that can guide the consolidation process?

> *Best practices, success stories, and case studies from other jurisdictions would be analyzed to guide the consolidation process and ensure a smooth transition.*

City of Saginaw

City Council Memorandum

Prepared By: Janice England

PUBLIC HEARING - Continuation of Public Hearing on the Fiscal Year 2023/2024 Proposed Budget--Gabe Reaume, City Manager & Kim Quin, Finance Director

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Public Hearings	Item: A

Reference File

BACKGROUND/DISCUSSION:

A public hearing on the Fiscal Year 2023/2024 Proposed Budget was advetrised and held at the City Council Meeting on August 8, 2023. The public hearing was tabled to be continued at the August 15, 2023 City Council Meeting. The public hearing is required to allow for public input on the Proposed Budget.

FINANCIAL IMPACT:

The Proposed Budget is the financial plan for fiscal year 2023/2024.

RECOMMENDATION:

Staff recommends continuing the public hearing on the Fiscal Year 2023/2024 Proposed Budget to allow for public comment.

City of Saginaw

City Council Memorandum

Prepared By: Janice England

PUBLIC HEARING - Public Hearing on the Proposed 2023 Property Tax Rate for Fiscal Year 2023/2024--Gabe Reaume, City Manager & Kim Quin, Finance Director

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Public Hearings	Item: B

Reference File

BACKGROUND/DISCUSSION:

A public hearing on the proposed 2023 tax rate is required and has been appropriately advertised.

FINANCIAL IMPACT:

The public hearing is a necessary step to adopt the proposed tax rate, which is a primary source of funding for the Proposed Fiscal Year 2023/2024 Budget.

RECOMMENDATION:

Staff recommends holding the public hearing on the proposed tax rate to allow for public comment.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.498769 per $100 valuation has been proposed by the governing body of City of Saginaw.

PROPOSED TAX RATE	$0.498769 per $100
NO-NEW-REVENUE TAX RATE	$0.459254 per $100
VOTER-APPROVAL TAX RATE	$0.498769 per $100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for City of Saginaw from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that City of Saginaw may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Saginaw is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON August 15, 2023 AT 6:00 PM AT City of Saginaw, City Hall.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Saginaw is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City of Saginaw of City of Saginaw at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Mayor Pro-Tem Valerie Junkersfeld	Councilmember Paul Felegy
	Councilmember Nicky Lawson	Councilmember Cindy Bighorse
	Councilmember Mary Copeland	
AGAINST the proposal:		
PRESENT and not voting:		
ABSENT:	Mayor Todd Flippo	Councilmember Randy Edwards

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Saginaw last year to the taxes proposed to be imposed on the average residence homestead by City of Saginaw this year.

	2022	2023	Change
Total tax rate (per	$0.508042	$0.498769	decrease of -0.009273, or

$100 of value)			-1.83%
Average homestead taxable value	$217,978	$248,725	increase of 30,747, or 14.11%
Tax on average homestead	$1,107.42	$1,240.56	increase of 133.14, or 12.02%
Total tax levy on all properties	$13,478,803	$14,765,485	increase of 1,286,682, or 9.55%

For assistance with tax calculations, please contact the tax assessor for City of Saginaw at 817-230-0332 or info@saginaw.org, or visit www.saginawtx.org for more information.

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding Resolution No. 2023-16, Adoption of the Fiscal Year 2023/2024 Budget--Gabe Reaume, City Manager & Kim Quin, Finance Director

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Public Hearings	Item: C

Reference File

BACKGROUND/DISCUSSION:

Throughout the spring and summer, workshops have been held to discuss the proposed budget. This item will formally adopt the budget for Fiscal Year 2023/2024.

FINANCIAL IMPACT:

The budget is the financial plan for the City.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2023-16, adopting the Fiscal Year 2023/2024 Budget as modified.

CITY OF SAGINAW
RESOLUTION NO. 2023-16

BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS ADOPTING A BUDGET FOR THE CITY OF SAGINAW FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024

WHEREAS, the City Council has heretofore held a public hearing on the adoption of a budget for the City of Saginaw, Texas, for the fiscal year beginning October 1, 2023 and ending September 30, 2024 after due notice as provided by law; and

WHEREAS, said City Council is of the opinion and finds that the proposed budget should be adopted and approved, with such modifications and amendments as shown in the budget hereto attached and incorporated by reference as part of this Resolution;

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

1. That the proposed budget prepared by the Mayor and City Council and filed with the City Secretary, with such modifications and amendments as have been made by the City Council, a copy of which proposed 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, 2023 and ending September 30, 2024.

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 15th day of August, 2023.

APPROVED:

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

CITY OF SAGINAW

2023-2024

PROPOSED BUDGET

NEW SAGINAW FIRE STATION NO. 1

THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF $1,286,682, WHICH IS A 9.55 PERCENT INCREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS $175,597.

Property Tax Rate Comparison	2023-2024	2022-2023
Property Tax Rate	$0.498769/100	$0.508042/100
No-New Revenue Tax Rate	$0.459254/100	$0.439714/100
No-New Revenue Maint. & Oper. Tax Rate	$0.247756/100	$0.270555/100
Voter-Approval Tax Rate	$0.498769/100	$0.532488/100
Debt Rate	$0.234810/100	$0.234886/100

Total debt obligation for City of Saginaw secured by property taxes: $122,226,780.
The total debt obligation due for FY2023/2024 is $7,086,291.

CITY OF SAGINAW

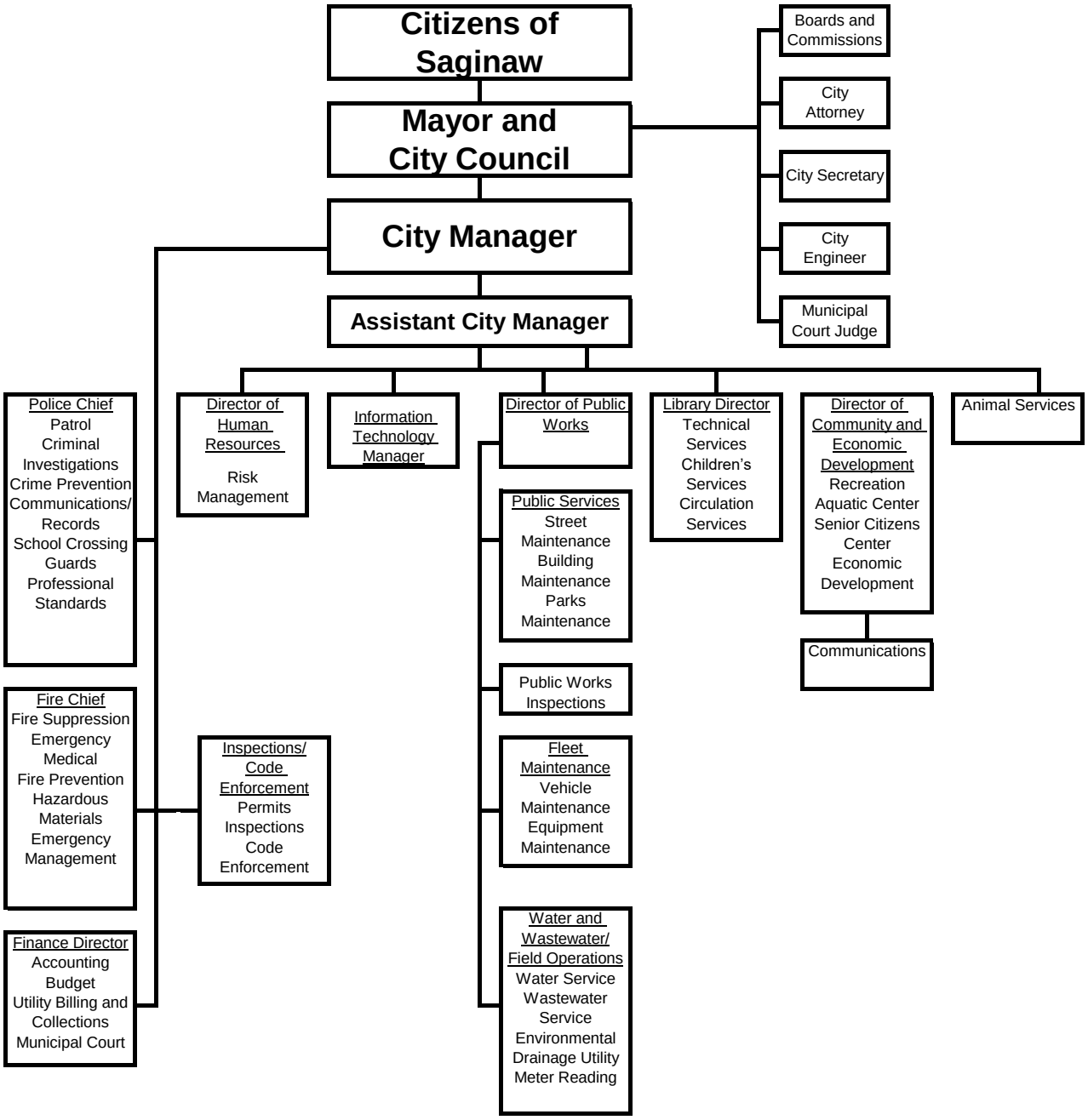
ELECTED OFFICIALS

MAYOR	TODD FLIPPO
MAYOR PRO-TEM / PLACE 3	VALERIE TANKERSLEY
COUNCILMEMBER PLACE 1	PAUL FELEGY
COUNCILMEMBER PLACE 2	NICKY LAWSON
COUNCILMEMBER PLACE 4	RANDY EDWARDS
COUNCILMEMBER PLACE 5	CINDY BIGHORSE
COUNCILMEMBER PLACE 6	MARY COPELAND

CITY OFFICIALS

CITY MANAGER	GABE REAUME
ASSISTANT CITY MANAGER	LEE HOWELL
FINANCE DIRECTOR	KIM QUIN
CITY SECRETARY	JANICE ENGLAND
POLICE CHIEF	RUSSELL RAGSDALE
FIRE CHIEF	DOUG SPEARS
DIR OF PUBLIC WORKS	RANDY NEWSOM
DIRECTOR OF HUMAN RESOURCES	MELANIE MCMANUS
LIBRARY DIRECTOR	ELLEN RITCHIE
DIR OF COMMUNITY SERVICES	KEITH RINEHART
DIR OF INFORMATION TECHNOLOGY	GREG CLAYTON

CITY OF SAGINAW
ORGANIZATIONAL CHART
2022-2023



CITY OF SAGINAW
2022-2023 ACCOMPLISHMENTS

- Completion of brand new Central Fire Station with a total floor area of 25,088 square feet which includes five apparatus bays, nine bedrooms, a new training room, and the EOC.

- Recognized as a Finalist in the All American City Award

- Received the Distinguished Budget Presentation Award from the Government Finance Officers Association

- Saginaw has received 8.01% more in sales tax revenue than the same 8 months (October-May) last fiscal year

- Received the Certified Achievement for Excellence in Governmental Reporting from the Government Finance Officers Association

- Implemented the first ever K9 Team to the Saginaw Police Department. The K-9 unit attended an extensive 8-week training program and specializes in narcotics detection, tracking, and suspect apprehension

- Hosted first ever “The Big Event “where volunteers helped to give back to the Saginaw community with different projects

- New playground equipment installed at Highland Station Park.

- Received 2022 Texas Municipal League Award-Communications for “Garage Gabs” Neighborhood Engagement

- Received 2022 Texas Municipal League Award-Management Innovations for Saginaw Apprentice Program

- Implemented new live stream software called AgendaLink for better viewing of council meetings

- Hosted low cost vaccination clinic in conjunction with TCAP

- Hired a new Emergency Management Coordinator

- Successfully relocated the Tarrant County Fire Alarm Center operation from Saginaw to the City of Everman

- Ordered replacement Fire Engine

- Graduated a Citizen’s Police Academy Level 1 class in June

- Graduated a Junior Police Academy class in June and planning a second for the end of summer 2023

- Participated in the Drug Enforcement Agency’s Drug Take Back program in October of 2022 and April of 2023

- Police department personnel participated in several training events with Citizen's Police Academy Alumni and Northwest Tarrant County CERT

- Completed residential water meter replacements with cellular technology and continuing to replace commercial businesses

- Recreation Center continues to see increases in Memberships and Day Passes

- Implemented Darktrace email monitoring system for added security

- Construction to be completed by end of summer for Phase 1 of Knowles

- Implemented new City web site

- Saginaw Public Library was fully accredited by the Texas State Library and Archives Comission

- Completion of new sidewalks on Thompson Street funded by Community Development Block Grant Program

- City Council approved a professional recommendation to join the Northeast Tarrant Chamber of Commerce

- Economic Development staff created a new section on the Economic Development web site dedicated to small businesses

- Awarded the Economic Excellence Recognition and Community Economic from the Texas Economic Development Council

- Hosted three Local Business Forums

- Welcomed 50+ new businesses to the City of Saginaw

- Saginaw Public Library joined MetroShare Community of Libraries for resource sharing and collaboration. It has expanded the collection available to patrons, as well as providing better software/catalog experience

- The Library received the Achievement of Excellence in Libraries Award from the TMLDA

- The Children's Librarians have fully resumed the Early Childhood Outreach Program (post-covid) and have interacted with 4,458 children to date in FY23 in that specific program alone

CITY OF SAGINAW
BUDGET HIGHLIGHTS
2023-2024

The following is a brief overview of the proposed 2023-2024 budget:

GENERAL FUND:

- The City of Saginaw continues to see growth in the estimated net taxable value due to continued growth and an overall increase in property values. The July 2023 certified net taxable value has increased by 13% over the July 2022 certified net taxable value. These values are determined and certified by the Tarrant Appraisal District (TAD).

- The proposed budget is prepared based on an estimated tax rate that is equal to the voter-approval rate (adjusted by the unused incremental rate) of 49.8769 cents.

- Saginaw's population has grown from 19,806 in 2010 to 24,860 per the 2020 census. The North Central Texas Council of Governments estimates the 2023 population to be 24,974.

- The July certified estimated net taxable value from TAD is $2,968,980,820, and is an increase of $344,163,679 over last year's July estimated net taxable value of $2,624,817,142. Tarrant Appraisal District estimates a total of $34,283,771 in added value from new construction ($4,147,839 in residential and $30,135,932 in commercial). New construction for 2022-2023 was valued at $44,497,540.

- This proposed budget is based on an estimated tax rate of 0.498769 which is 0.009273 cents lower than last year's rate of .508042. The proposed tax rate is equal to the Voter-approval rate adjusted by the unused incremental rate as calculated by the Texas State Comptroller's 2023 Tax Rate Calculation Worksheet. The estimated No New Revenue Tax Rate is .459254 and the De minims tax rate is .499455.

TAX YEAR	DEBT RATE	M&O RATE	SALESTAX ADJUSTMENT	TOTAL	AVG. TAX
2022	.234886	.273156	(.085385)	.508042	$1,107.42
2023	.234810	.263959	(.084281)	.498769	$1,240.56
DIFFERENCE OVER (UNDER) LAST YEAR				(.009273)	$ 133.14

- The average taxable single family home value in 2022 was $217,978. The average taxable single family home value in 2023 is estimated to be $248,725, an increase of 14%. The average homeowner's city taxes will increase annually by $133.14 from $1,107.42 to $1,240.56 or $11.10 per month. For $103.38 per month, the average citizen of Saginaw receives police protection, fire protection, public services, parks, recreation, library services, animal services, and code enforcement and inspection.

- The increase in the debt portion of the tax rate is due to the sale of $16.95 million in voter approved bonds for the construction of Knowles and Parks projects.

CITY OF SAGINAW
BUDGET HIGHLIGHTS
2023-2024

- Sales tax revenue has fluctuated from month to month but has remained strong. The year to date collections compared to last year is up 8%. The budgeted estimates for next fiscal year assume similar collections as the current year. We estimate that we will receive $7,458,265 in sales tax revenue in the General Fund, an 11% increase over our current year adopted budget and the same as current year estimates. The current sales tax rate is 8.25%, which is the maximum rate allowed. Of this, 6.25% goes to the State, 1.5% to the General Fund, 0.375% to the CCPD Fund, and 0.125% to the Street Maintenance Fund.

- There is an estimated 1% increase in franchise fees revenue based on current collections and the impact of the extreme weather conditions on utility bills.

- Court fines and fees continue to lag due to Police Department vacancies. Based on current year collections revenues are projected to be 14% less than current year budget.

- Recreation and Aquatic Center use, facility rentals, and summer camp revenues budgeted to remain the same as the current year. Due to the relocation of senior citizen activities to the Recreation Center, revenue producing activities are limited by space needs.

- Building permit fees are estimated to be higher than current year estimates with several developments expected to begin construction in the coming year.

- Rental inspection fee revenue is increasing due to the construction of several new rental developments. Rental inspection fees offset the cost inspecting rental units within the city to ensure safe and sanitary living conditions.

- Grant assistance revenue is expected to decrease with the loss of the Tarrant County 911 District Radio Assistance and the Public Safety Answering Point grants.

- The City will no longer receive funding for school resource officers from Eagle Mountain-Saginaw ISD. The district has hired their own officers; the Saginaw Officers have been re-assigned within the department.

- Revenue from the City of Lake Worth for a 50% share of Emergency Management expenses will be reduced based on current staffing.

- Fees paid by Tarrant County for fire protection are expected to be the same as the current year estimate, a $10,000 increase over the current year adopted budget.

- American Rescue Plan Act (ARPA) funding is not budgeted in the General Fund for FY23/24.

- Interest earnings are projected based on increased interest rates.

CITY OF SAGINAW
BUDGET HIGHLIGHTS
2023-2024

- Our insurance broker and City staff are in the process of evaluating bids and negotiating with potential providers. The proposed budget includes a savings to the General Fund of $85,114 and $14,700 to the Enterprise Fund. As providers are determined there is a potential to see further cost reductions. The City provides coverage for employee health, dental, and basic life insurance. The City will continue to partially fund dependent coverage. As rates are finalized the structure/cost to the employee may change.

- As the labor market continues to be extremely competitive, pay plan adjustments and salary step increases are budgeted. The proposed budget includes up to a 10% market increase in the pay plan with an additional 3% STEP adjustment for public safety personnel that are not at the top of the pay range. For future years it is the intention to continue market adjustments as warranted and STEP increases for public safety personnel.

- Pay adjustments are included for all regular part time positions to a minimum of $15/hour. Part time employees earning over $15/hour are budgeted to earn up to a 10% increase.

- The city-wide cost of worker's compensation and property/general liability insurance through Texas Municipal League will increase by $28,535 and $21,019 respectively.

- Line item increases in General Administration include supplies and postage, fees paid to Tarrant Appraisal District, the addition of the employee assistance program, and credit card transaction fees. Funding is included for Human Resource recruiting equipment $1,480.

- Increases in the Fire Department include janitorial service for the new fire station ($9,030), funding for the public safety employee assistance program ($2,520), increases for household hazardous waste collections due to increased citizen participation ($5,000), and a subsidy of $7,100 for the ambulance service provider.

- Fire Department capital outlay includes: $25,000 bunker gear replacement (grant funded), replacement of 4 apparatus mobile data computers $18,000, reinstall opticom traffic preemption equipment at Saginaw Blvd @ McLeroy Blvd $9,000, a forcible entry training simulator $11,000, and replacement of the arson canine vehicle $45,000.

- Increases in the Police Department include law book replacements ($4,000), funding for the public safety employee assistance program ($4,620), and $10,500 for a new physical fitness wellness incentive program.

- Building maintenance funding is increased by $58,700 due to cost increases in building materials and aging facilities.

- Other line item increases in Public Services includes an increase of $7,950 for planning and work order software, $25,000 for supplies related to the holiday light displays, $5,885 for anticipated mowing contractor increase, and $7,000 for CDL training for new hires.

- A one ton Public Services truck will be replaced $60,000.

CITY OF SAGINAW
BUDGET HIGHLIGHTS
2023-2024

- The final phase of the ADA Plan will be funded ($80,000). Phase 4C will evaluate the second half of City sidewalks for compliance with the Americans with Disabilities Act.

- Parks line item increases include $20,000 increase for pool maintenance supplies, $6,375 for anticipated mowing contractor increase, and $1,500 increase for pool maintenance training.

- Parks capital outlay includes the replacement of a service truck $30,000 and $10,000 for park tree planting.

- Community Service increases include senior center supplies $15,000, senior center instructors $12,000, and $6,000 for special events.

- Funding is included for the pool pump and pump room improvements $68,000 at the Aquatic Center.

- Recreation Center improvements include replacing two treadmills and one stair climber $23,500, replacing banquet chairs $8,000, painting $15,500, flooring replacement $8,000, ceiling replacement $23,000, restroom repairs $10,000, and replacement of the stage curtain $11,000.

- The replacement of a code compliance vehicle ($44,000) is funded.

- Additional funding for the home renovation program (SHIP) is added to provide incentives for home owners to make improvements to their property. Total funding is $50,000: General Fund ($25,000) and Enterprise Fund ($25,000).

- Line item increases in Animal Services are due to increase costs of supplies and services and increased animal occupancy.

- Line item changes in Fleet Maintenance include $2,750 for work order software and a projected savings of $50,000 for fuel expense.

- A replacement tire machine $8,000 is included for Fleet Maintenance.

- In anticipation of the Chief Mechanic retirement, 5 months funding is included for a mechanic in training $56,835.

- In Information Technology expenses related to email and network security are moved from data processing to a separate line item. Funding for enhanced email and network security is included. There is an anticipated increase of $5,000 for server replacements.

- Funding is included for fiber connection and a phone system for the new library/senior center $68,130.

- Funding is included in Communications for a customer service app $13,920 and supplies related to citizen engagement $10,000.

CITY OF SAGINAW
BUDGET HIGHLIGHTS
2023-2024

- One-time expenses in the Communications budget include $10,950 for year 2 of the Citizen Satisfaction Survey, $36,940 PEG Channel equipment, $8,000 audio/visual equipment, and $15,000 crisis communication training for elected officials.

- The transfer to the General Escrow Fund for vehicle replacement will increase by $5,760.

- A total of $704,335 is proposed in the General Fund for one-time items described above. The General Fund balance will be reduced by $704,335.

DEBT SERVICE FUND:

- The Proposed budget includes $7,086,295 funding for principal and interest payments. $7,470 of property tax collections from the previous year will be used for FY23-24 debt service. The estimated fund balance at year end will be $1,295,544.

ENTERPRISE FUND:

- The City of Saginaw purchases water from the City of Fort Worth. Fort Worth has proposed a 4.99% decrease in wholesale water rates. This budget includes a 5% decrease in water rates for our customers.

- The City of Fort Worth bills the City of Saginaw for wastewater treatment based on the strengths and volume that pass through the system. Fort Worth has proposed a 14.82% increase in wastewater rates. This budget includes a 15% increase in rates for our customers.

- The average customer using 8,000 gallons of water per month will see a monthly increase of $3.11 as a result of the water and sewer rate increases.

- The proposed budget includes: 2 service trucks ($60,000), a flat file cabinet ($12,000), consultant fees for lead/copper service line identification ($100,000), a water master plan update ($75,000), and 50% funding ($25,000) for the home renovation incentive program, SHIP.

- Construction of the Fairmont 12” Sanitary Sewer Rehabilitation Phase 2 project $3,000,000 is budgeted. Revenue bonds will be issued for this project.

- Construction of the W McLeroy 12” Water Line Project ($650,000) will be partially funded with water impact fees ($451,000).

- The Enterprise Fund has been balanced with $148,925 of reserves for one time and capital items. Any operating surplus will begin funding a systematic replacement of old water and sewer lines throughout the City in conjunction with street rehabilitation.

CITY OF SAGINAW
BUDGET HIGHLIGHTS
2023-2024

CAPITAL PROJECTS FUND:

- The balance of funding for projects not completed in the current year will be rolled forward for completion in FY23/24. The projects that may be rolled forward include: Old Decatur Road, West McLeroy Blvd, intersection improvements at Industrial and Blue Mound Road, Library/Senior Center, and Parks Projects.

- Additional funding for construction of Knowles Drive Phases 2 and 3 from previously issued bonds ($8,371,270) is included.

- The remaining Tarrant County reimbursement for Knowles Phase 1 construction is estimated to be $335,000 in this fiscal year.

CCPD FUND:

- The voters approved an additional one-half cent sales tax for use by the Crime Control and Prevention District (CCPD) in November 1997. The additional sales tax went into effect on April 1, 1998, and revenues were received beginning in June 1998. The district was continued for five years in 2002. In 2007 and 2017, the tax was continued for ten years and reduced to three eighths (3/8) of one percent with the remaining eighth used for street maintenance.

- Sales tax revenues are estimated to be $1,807,485 which is the same as the current year estimate.

- The Crime Control and Prevention District will provide for the salaries and benefits of eleven and one-half patrol officers, a public services officer, and a dispatcher.

- The ongoing cost of body worn cameras, tasers, and mobile terminals is included in the budget $76,810. Additional funding of $4,000 is provided for crime prevention and community engagement programs.

- Four patrol vehicles with associated equipment ($332,075), 4 ticket writers ($12,000), and 5 radios ($30,625) will be replaced.

- The fund is balanced with $42,910 of reserves used for these one-time items.

POLICE EXPENDIBLE TRUST FUND:

- This fund tracks the receipt and disbursement of confiscated property and asset forfeitures.

- Expenses include supplies and training for the canine unit.

CITY OF SAGINAW
BUDGET HIGHLIGHTS
2023-2024

DRAINAGE UTILITY FUND:

- In January 2005 the Saginaw City Council approved the necessary ordinances to establish a drainage utility within the city and adopted the utility's rates. Fees are assessed on properties based on the amount of storm water runoff they produce. Single family residences are currently assessed a uniform base fee of $6.00 per month. Other properties, including multi-family, commercial and industrial, produce more storm water runoff at a higher rate and are charged a fee based on the number of equivalent base (residential) units adjusted for the use of the property.

- The Drainage Utility Fund pays the salaries of two maintenance workers, one-half the salary of the environmental specialist and the environmental assistant. It also funds supplies, equipment and drainage system improvements.

- Construction will continue on the final phase of the East Cement Creek drainage improvements.

- An additional $2,000 is added to the operating budget for contract tree trimming and removal. $5,000 is added for CDL training for new hires.

- The fund balance at year end is estimated to be $1.3 million which will be used for future drainage improvement projects.

STREET MAINTENANCE FUND:

- On May 12, 2007 the voters approved the ballot proposition imposing a one-eighth (1/8) of one percent sales and use tax for the maintenance and repair of existing municipal streets. This tax was effective in April 2008, and revenues were received beginning in June 2008. The street maintenance tax was approved by voters in 2023 for an additonal 4 years.

- We anticipate revenues of $633,815 for fiscal year 2023-2024.

- These revenues will be be used for general street repairs that are identified as part of the pavement management program.

- Increases are included for sidewalk replacement due to the increased cost of materials.

- $900,000 funding is provided for street repairs to be identified by the pavement management system.

- The fund balance at year end is estimated to be $82,858 which will be used for future street maintenance projects.

CITY OF SAGINAW
BUDGET HIGHLIGHTS
2023-2024

DONATIONS FUND:

- The Donations Fund is used to track funds received through water bill donations and direct donations to the City for specific purposes. Currently Animal Services, Parks, Library, Senior Center, Fire, Police, Train and Grain Festival, Beautification, and community events have donation funds available for expenditure.

- Recurring expenses in this fund include the annual Fire Camp and Easter egg hunt from Fire donations, highway mowing, street light pole painting, and holiday lighting from Beautification donations, supplies and animal care from Animal Shelter donations, Senior Center supplies from Senior Center donations, and books, data processing expense, supplies, and special programming from Library donations. Parks donations fund the ongoing cost of the outdoor early weather warning system. It is anticipated that the Train and Grain Festival will be held in 2024 and will be funded through donations.

- Library donations will fund seasonal student apprentices. The seasonal positions will enable the library to meet the higher demands of the summer season.

- Beautification donations will continue a public art program ($25,000).

GENERAL ESCROW FUND

- The General Government Escrow Fund was created in FY 2014-2015 to better track funds that are received and to be used for a specific purpose. The types of revenues budgeted in this fund are: hotel/motel tax, court technology fees, court security fees, gas production proceeds, and insurance deductibles and settlements.

- The equipment replacement for the General Fund will be accounted for in the General Escrow Fund. The equipment replacement escrow began in FY 2018-2019. The annual contribution will be based on the useful life of the purchased asset and the estimated replacement cost. Funding for the replacement of equipment purchased beginning in FY 2018-2019 will be in the equipment replacement escrow, as long as the annual contribution is made. The contribution for General Fund equipment in FY 2023-2024 is $102,945.

- Revenues are budgeted at $349,385.

- Budgeted expenditures include $10,000 entertainment for the “Train and Grain” festival, $10,000 for advertising a city event, a transfer to the General Fund for court security (Bailiff $9,500), the replacement of one ticket writer ($3,000), $30,000 for Farmer’s Market administration, and insurance deductibles/repairs ($86,000).

CITY OF SAGINAW
BUDGET HIGHLIGHTS
2023-2024

WATER/WASTEWATER ESCROW FUND

- The Water/Wastewater Escrow Fund was created in FY 2014-2015 to better track funds that are received and to be used for a specific purpose. The types of revenues budgeted in this fund include water impact fees.

- The equipment replacement for the Enterprise Fund will be accounted for in the Enterprise Escrow Fund. The equipment replacement escrow began in FY 2018-2019. The annual contribution will be based on the useful life of the purchased asset and the estimated replacement cost. Funding for the replacement of equipment purchased beginning in FY 2018-2019 will be in the equipment replacement escrow, as long as the annual contribution is made. The contribution for Enterprise Fund equipment in FY 2023-2024 will be $36,215.

- Impact fees will partially fund the West McLeroy 12” Water Line Replacement Phase 2.

BELTMILL PUBLIC IMPROVEMENT DISTRICT FUND

- The Beltmill PID Fund was created in FY 2021-2022 to track funds that are received and to be used for a specific purpose. The receipts will remain in the fund until an appropriate expense is approved.

- PID assessments are estimated to be $495,910. Administrative expenses are budgeted to be $18,960.

- The fund balance at year end is estimated to be $1,017,151.

TAX INCREMENT REINVESTMENT ZONE FUND

- The Tax Increment Reinvestment Zone Fund was created in FY 2022-2023 to track ad valorem tax revenue derived from the incremental valuation increase of the property within the zone. The City of Saginaw, Tarrant County, and Tarrant County College District are participating at 50%. The receipts will remain in the fund until an appropriate expense is approved by the Board of Directors.

- Estimated collections are budgeted to be $100,390.

CITY OF SAGINAW
BUDGET SUMMARY - ALL FUNDS
2023-2024

DESCRIPTION	GENERAL FUND	DEBT SERVICE FUND	ENTERPRISE FUND	CAPITAL PROJECTS FUND	CCPD FUND	POLICE EXPENDABLE FUND	DRAINAGE UTILITY FUND	STREET MAINTENANCE FUND	DONATIONS FUND	GENERAL ESCROW FUND	W/WW ESCROW FUND	BELTMILL PID FUND	TIRZ FUND	TOTAL ALL FUNDS
BEGINNING FUND BALANCE	**$ 12,065,453**	**$ 1,303,014**	**$ 7,929,526**	**$ 14,387,391**	**$ 820,060**	**$ 12,610**	**$ 2,694,217**	**$ 865,043**	**$ 642,801**	**$ 1,945,198**	**$ 958,599**	**$ 519,801**	**$ 10,865**	**$ 44,154,578**
Current Property Taxes	$ 7,805,825	$ 6,943,825	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 58,705	$ 14,808,355
Sales Tax	7,458,265	-	-	-	1,807,485	-	-	633,815	-					9,899,565
Other Taxes, Fines & Fees	3,252,920	12,000	-	-	-	-	-	-	-	132,235				3,397,155
Interest on Investments	540,000	140,000	420,000	818,800	36,000	350	120,000	84,000	16,205	23,640	29,450	20,400	240	2,249,085
Transfer from Other Funds	2,564,510	-	574,600	-	-	-	-	-	-	102,945	36,215			3,278,270
Water Charges & Fees	-	-	10,573,865	-	-	-	-	-	-					10,573,865
Drainage Utility Fees	-	-	-	-	-	-	1,020,000	-	-					1,020,000
Grant Assistance	25,000	-	-	-	-	-	-	-	-					25,000
Other Revenue	259,755	-	3,243,225	335,000	-	-	-	-	335,875	90,565		495,910	41,685	4,802,015
TOTAL REVENUES	**$ 21,906,275**	**$ 7,095,825**	**$ 14,811,690**	**$ 1,153,800**	**$ 1,843,485**	**$ 350**	**$ 1,140,000**	**$ 717,815**	**$ 352,080**	**$ 349,385**	**$ 65,665**	**$ 516,310**	**$ 100,630**	**$ 50,053,310**
Use of Reserves for Special Requests	704,335		148,925		42,910	-		-	-	-				896,170
Use of Reserves for Debt Service		7,470												7,470
Use of Reserves for Capital Projects	-		-	7,217,470	-		1,403,845	782,185		-	451,000			9,854,500
Use of Reserves-Other	-		-			12,150			-	-	-			12,150
TOTAL RESOURCES	**$ 22,610,610**	**$ 7,103,295**	**$ 14,960,615**	**$ 8,371,270**	**$ 1,886,395**	**$ 12,500**	**$ 2,543,845**	**$ 1,500,000**	**$ 352,080**	**$ 349,385**	**$ 516,665**	**$ 516,310**	**$ 100,630**	**$ 60,823,600**
Operating	$ 21,803,330	$ 17,000	$ 9,756,835	$ -	$ 182,850	$ 12,500	$ 80,000	$ 600,000	$ 208,670	$ 126,500	$ -	$ 18,960	$ 30,000	$ 32,836,645
Capital Outlay/Special Requests	704,335	-	3,922,000	8,371,270	374,700	-	2,200,000	900,000	25,000	13,000				16,510,305
Debt Service Payments	-	7,086,295	170,175	-	-	-	-	-	-	-				7,256,470
Transfers to Other Funds	102,945	-	1,111,605	-	1,328,845	-	263,845	-	10,530	9,500	451,000			3,278,270
TOTAL EXPENSES/EXPENDITURES	**$ 22,610,610**	**$ 7,103,295**	**$ 14,960,615**	**$ 8,371,270**	**$ 1,886,395**	**$ 12,500**	**$ 2,543,845**	**$ 1,500,000**	**$ 244,200**	**$ 149,000**	**$ 451,000**	**$ 18,960**	**$ 30,000**	**$ 59,881,690**
ENDING FUND BALANCE	**$ 11,361,118**	**$ 1,295,544**	**$ 7,780,601**	**$ 7,169,921**	**$ 777,150**	**$ 460**	**$ 1,290,372**	**$ 82,858**	**$ 750,681**	**$ 2,145,583**	**$ 573,264**	**$ 1,017,151**	**$ 81,495**	**$ 34,326,198**
TOTAL SURPLUS/(DEFICIT)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 107,880**	**$ 200,385**	**$ 65,665**	**$ 497,350**	**$ 70,630**	**$ 941,910**

CITY OF SAGINAW
BUDGET SUMMARY TRANSFERS- ALL FUNDS
2023-2024

DESCRIPTION	GENERAL FUND	ENTERPRISE FUND	CAPITAL PROJECTS FUND	CCPD FUND	DRAINAGE UTILITY FUND	DONATIONS FUND	GENERAL ESCROW FUND	W/WW ESCROW FUND	TOTAL ALL FUNDS
TRANSFERS IN									
From General Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ 102,945	$ -	$ 102,945
From Enterprise Fund	1,075,390		-					36,215	1,111,605
From CCPD Fund	1,328,845		-						1,328,845
From Drainage Fund	140,245	123,600	-						263,845
From Donations Fund	10,530		-						10,530
From General Escrow Fund	9,500		-						9,500
From W/WW Escrow Fund		451,000							451,000
TOTAL TRANSFERS IN	**$ 2,564,510**	**$ 574,600**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 102,945**	**$ 36,215**	**$ 3,278,270**
TRANSFERS OUT									
To General Fund	$ -	$ 1,075,390		$ 1,328,845	$ 140,245	$ 10,530	$ 9,500	$ -	**$ 2,564,510**
To Capital Projects Fund		-			-		-		**$ -**
To Enterprise Fund					123,600			451,000	**$ 574,600**
To W/WW Escrow Fund		36,215	-	-	-	-	-	-	**$ 36,215**
To General Escrow Fund	102,945								**$ 102,945**
TOTAL TRANSFERS OUT	**$ 102,945**	**$ 1,111,605**	**$ -**	**$ 1,328,845**	**$ 263,845**	**$ 10,530**	**$ 9,500**	**$ 451,000**	**$ 3,278,270**

EXPLANATION OF TRANSFERS

The General Fund recieves transfers from:

Enterprise Fund — for indirect costs such as Information Systems services, Administrative oversight, audit services, legal services, and building overhead costs. The Enterprise Fund also pays a portion of the cost of Fleet Maintenance.

CCPD Fund — for the salaries and benefits of 11.5 patrol officers, 1 public services offficer, and 1 dispatcher.

Drainage Fund — for the salaries and benefits of 2 drainage utility maintenance workers.

Donations Fund — for the salaries of seasonal part time student apprentices.

General Escrow Fund — for the overtime of police officers acting as bailiff for the Municipal Court.

The Enterprise Fund receives transfers from:

Drainage Fund — for 1/2 the salary and benefits of the environmental sepecialist and environmental assistant.

W/WW Escrow Fund — for impact fee funding of water and wastewater capital projects.

The General Escrow Fund recieves transfers from:

General Fund — for the annual contrubtion to the equipment replacement escrow

The Enterprise Escrow Fund recieves transfers from:

Enterprise Fund — for the annual contribution to the equipment replacement escrow

CITY OF SAGINAW
BUDGET SUMMARY
2023-2024

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FUND DEPARTMENT	2022-2023 REVISED	2023-2024 PROPOSED	2023-2024 SPEC REQ ONE-TIME
GENERAL FUND REVENUES	**$ 21,305,960**	**$ 21,906,275**	**$ -**
(Use of Beg. Balance/ Undesignated Funds)	1,412,540	704,335	-
GENERAL FUND EXPENDITURES			
General Administrative Office	$ 2,472,670	$ 2,344,365	$ 1,480
Municipal Court	225,760	237,665	-
Fire	4,635,920	4,690,805	83,000
Police	6,317,765	6,709,820	-
Public Services	2,876,915	2,140,430	140,000
Parks	562,455	462,195	40,000
Community Services	1,470,105	1,561,335	167,000
Library	779,505	825,445	-
Inspections/Code Enforcement	1,019,505	1,081,325	69,000
Animal Services	595,075	567,230	-
Fleet Maintenance	677,065	711,685	64,835
Economic Development	260,850	198,400	-
Information Technology	462,285	610,190	68,130
Emergency Management	147,075	143,715	
Communications	142,070	223,060	70,890
Transfer to Other Funds	73,480	102,945	
TOTAL GENERAL FUND EXPENDITURES	**$ 22,718,500**	**$ 22,610,610**	**$ 704,335**
GENERAL FUND SURPLUS	**$ -**	**$ -**	
DEBT SERVICE FUND REVENUES	**$ 6,192,700**	**$ 7,095,825**	**$ -**
(Use of Bond Funds & Undesignated Funds)	59,305	7,470	-
DEBT SERVICE FUND EXPENDITURES			
Debt Service Payments	$ 6,252,005	$ 7,103,295	$ -
TOTAL DEBT SERVICE FUND EXPENDITURES	**$ 6,252,005**	**$ 7,103,295**	**$ -**
DEBT SERVICE FUND SURPLUS	**$ -**	**$ -**	**$ -**
ENTERPRISE FUND REVENUES	**$ 11,791,930**	**$ 14,811,690**	**$ -**
(Use of Bond Funds & Undesignated Funds)	2,283,280	148,925	-
ENTERPRISE FUND EXPENSES			
Water and Wastewater	$ 9,838,770	$ 9,756,835	
Transfers to other Funds	911,465	1,111,605	
Capital Outlay/Capital Projects	3,154,330	3,922,000	$ 197,000
Debt Service	170,645	170,175	
TOTAL ENTERPRISE FUND EXPENSES	**$ 14,075,210**	**$ 14,960,615**	**$ 197,000**
ENTERPRISE FUND SURPLUS	**$ -**	**$ -**	

CITY OF SAGINAW
BUDGET SUMMARY
2023-2024

7/28/2023 7:24 FUND DEPARTMENT	2022-2023 REVISED	2023-2024 PROPOSED	2023-2024 SPEC REQ ONE-TIME
CAPITAL PROJECTS FUND REVENUES AND TRANSFERS	**$ 21,256,960**	**$ 1,153,800**	**$ -**
(Use of Bond Funds & Undesignated Funds)	23,637,555	7,217,470	-
CAPITAL PROJECTS FUND EXPENDITURES			
Bond Sale Expenses	$ -	$ -	
Capital Outlay/Special Requests	$ 39,485,395	$ -	
Bailey Boswell Road			-
Old Decatur Road - north		-	-
Knowles Drive	4,284,455	8,371,270	-
Library	768,770	-	-
Senior Center	355,895	-	-
Old Decatur Rd/WJ Boaz Intersection Imprv			
Central Fire Station			-
Sidewalks		-	-
TOTAL CAPITAL PROJECTS FUND EXPENDITURES	**$ 44,894,515**	**$ 8,371,270**	**$ -**
CAPITAL PROJECTS FUND SURPLUS	**$ -**	**$ -**	
CCPD FUND REVENUES	**$ 1,643,500**	**$ 1,843,485**	**$ -**
(Use of Beg. Balance/ Undesignated Funds)	814,050	42,910	-
CCPD FUND EXPENDITURES	$ 2,457,550	$ 1,886,395	$ 366,700
TOTAL CCPD FUND EXPENDITURES	**$ 2,457,550**	**$ 1,886,395**	**$ 366,700**
CCPD FUND SURPLUS	**$ -**	**$ -**	
POLICE EXPENDABLE FUND REVENUES	**$ -**	**$ 350**	**$ -**
(Use of Beg. Balance/ Undesignated Funds)	12,500	12,150	-
POLICE EXPENDABLE FUND EXPENDITURES/TRANSFERS	$ 12,500	$ 12,500	$ -
TOTAL POLICE EXPENDABLE FUND EXPENDITURES	**$ 12,500**	**$ 12,500**	**$ -**
POLICE EXPENDABLE FUND SURPLUS	**$ -**	**$ -**	
DRAINAGE UTILITY FUND REVENUES	**$ 1,022,400**	**$ 1,140,000**	**$ -**
(Use of Beg. Balance/ Undesignated Funds)	1,717,725	1,403,845	-
DRAINAGE UTILITY FUND EXPENDITURES/TRANSFERS	$ 2,740,125	$ 2,543,845	$ -
TOTAL DRAINAGE UTILITY FUND EXPENDITURES	**$ 2,740,125**	**$ 2,543,845**	**$ -**
DRAINAGE FUND SURPLUS	**$ -**	**$ -**	

CITY OF SAGINAW
BUDGET SUMMARY
2023-2024

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FUND DEPARTMENT	2022-2023 REVISED	2023-2024 PROPOSED	2023-2024 SPEC REQ ONE-TIME
STREET MAINTENANCE FUND REVENUES	**$ 571,765**	**$ 717,815**	**$ -**
(Use of Beg. Balance/ Undesignated Funds)	1,431,930	782,185	-
STREET MAINTENANCE FUND EXPENDITURES	$ 2,003,695	$ 1,500,000	
TOTAL STREET MAINTENANCE FUND EXPENDITURES	**$ 2,003,695**	**$ 1,500,000**	**$ -**
STREET MAINTENANCE FUND SURPLUS	**$ -**	**$ -**	
DONATIONS FUND REVENUES	**$ 295,475**	**$ 352,080**	**$ -**
(Use of Beg. Balance/ Undesignated Funds)	-	-	-
DONATIONS FUND EXPENDITURES			
Animal Services	$ 8,000	$ 8,000	$ -
Parks	50,750	3,500	-
Library	69,575	66,030	-
Beautification	94,250	94,250	25,000
Senior Center	4,500	5,000	5,000
Police	2,420	2,420	2,420
Fire	14,000	20,000	
Train and Grain festival	25,000	30,000	
Community Events	-	15,000	
TOTAL DONATIONS FUND EXPENDITURES	**$ 268,495**	**$ 244,200**	**$ 32,420**
DONATIONS FUND SURPLUS	**$ 26,980**	**$ 107,880**	
GENERAL ESCROW FUND REVENUES	**$ 778,475**	**$ 349,385**	**$ -**
(Use of Beg. Balance/ Undesignated Funds)	773,210	-	-
GENERAL ESCROW FUND EXPENDITURES			
Hotel/Motel Tax	$ 62,335	$ 50,000	$ -
Court Technology	17,000	3,500	-
Court Security	5,200	9,500	-
UCD TexDOT median opening	-	-	-
Insurance Deductible	82,375	86,000	-
Transfer to Other Funds	1,380,750	-	
Blue Mound Rd./Industrial Improv	4,025	-	-
TOTAL GENERAL ESCROW FUND EXPENDITURES	**$ 1,551,685**	**$ 149,000**	**$ -**
GENERAL ESCROW FUND SURPLUS	**$ -**	**$ 200,385**	

CITY OF SAGINAW
BUDGET SUMMARY
2023-2024

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FUND DEPARTMENT	2022-2023 REVISED	2023-2024 PROPOSED	2023-2024 SPEC REQ ONE-TIME
ENTERPRISE ESCROW FUND REVENUES	**$ 26,570**	**$ 65,665**	**$ -**
(Use of Beg. Balance/ Undesignated Funds)	263,430	385,335	-
ENTERPRISE ESCROW FUND EXPENDITURES			
Water Capital Projects	$ 290,000	$ 451,000	$ -
Wastewater Capital Projects	-	-	-
Other Expenditures	-	-	
TOTAL ENTERPRISE ESCROW FUND EXPENDITURES	**$ 290,000**	**$ 451,000**	**$ -**
ENTERPRISE ESCROW FUND SURPLUS	**$ -**	**$ -**	
PID FUND REVENUES	**$ 498,095**	**$ 516,310**	**$ -**
(Use of Beg. Balance/ Undesignated Funds)	-	-	-
PID FUND EXPENDITURES	$ 18,000	$ 18,960	$ -
TOTAL PID FUND EXPENDITURES	**$ 18,000**	**$ 18,960**	**$ -**
PID FUND SURPLUS	**$ 480,095**	**$ 497,350**	
TIRZ FUND REVENUES	**$ 12,165**	**$ 100,630**	**$ -**
(Use of Beg. Balance/ Undesignated Funds)		-	-
TIRZ FUND EXPENDITURES	$ -	$ 30,000	$ -
TOTAL TIRZ FUND EXPENDITURES	**$ -**	**$ 30,000**	**$ -**
TIRZ FUND SURPLUS	**$ 12,165**	**$ 70,630**	
GRAND TOTAL ALL FUNDS SURPLUS	**519,240**	**876,245**	**1,300,455**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

GENERAL FUND REVENUES

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
TSF FR ENT FD-REIM FLEET MAINT	62,840	66,135	67,550	67,550	66,530	(1,020)	-2%
TSF FR ENT FD-REIM OPERATING	653,590	733,445	817,575	817,575	1,008,860	191,285	23%
TSF FR CCPD FD-REIM SAL/OPER	1,034,065	1,080,395	1,191,825	1,191,825	1,328,845	137,020	11%
TSF FR DR UT FD-REIM SAL/OPER	118,515	105,170	118,015	118,015	140,245	22,230	19%
TSF FR CAPITAL PROJECTS FUND	-		-	112,605	-	-	-
TSF FR ESCROW FD	71,384	116,258	5,200	5,200	9,500	4,300	83%
TSF FR DON FD-REIM SALARIES	16,120	17,740	20,575	20,575	10,530	(10,045)	-49%
TOTAL TRANSFERS	**1,956,514**	**2,119,143**	**2,220,740**	**2,333,345**	**2,564,510**	**$ 343,770**	**15%**
MUNICIPAL COURT FINES & FEES	439,442	405,142	400,000	400,000	345,000	$ (55,000)	-14%
RECREATION FEES	163,056	-	-	-	-	-	-
RECREATION MEMBERSHIP		29,328	25,000	25,000	35,000	10,000	40%
RECREATION DAY PASS		13,390	10,000	10,000	20,000	10,000	100%
RECREATION PROGRAMS		61,908	60,000	60,000	28,000	(32,000)	-53%
ATHLETIC LEAGUES		15,675	15,000	15,000	15,000	-	0%
SUMMER CAMP FEES		63,125	64,000	64,000	61,960	(2,040)	-3%
FACILITY RENTAL FEES		80,926	65,000	65,000	85,000	20,000	31%
REC/AQUATIC MISC		13,987	14,000	14,000	10,000	(4,000)	-29%
AQUATIC DAY PASS		65,774	65,000	65,000	60,000	(5,000)	-8%
SENIOR CENTER MEMBERSHIP			2,540	2,540	5,000	2,460	97%
PERMITS & FEES	37,178	38,838	45,100	45,100	45,100	-	0%
SMALL CELL PERMIT	1,000	1,250	1,000	1,000	1,250	250	25%
CONTRACTOR REGISTRATION FEES	48,400	35,100	38,000	38,000	40,800	2,800	7%
LIBRARY FINES & FEES	6,886	6,506	6,000	6,000	6,200	200	3%
ANIMAL LICENSES & FEES	32,119	28,444	30,000	30,000	28,000	(2,000)	-7%
POLICE ACCIDENT/FINGERPRINT	3,174	3,414	3,500	3,500	3,500	-	0%
GAIN/LOSS ON ASSET	3,000		-	-	-	-	-
PROPERTY TAX-DELINQUENT	(592)	35,582	15,000	15,000	15,000	-	0%
PROPERTY TAX-CURRENT	6,428,906	6,945,649	7,166,080	7,166,080	7,805,825	639,745	9%
DELINQUENT TAX P&I & FEES	6,620	19,603	8,200	8,200	10,000	1,800	22%
STATE SALES TAX	6,679,922	7,165,452	6,700,000	6,700,000	7,458,265	758,265	11%
FRANCHISE FEES-UTILITIES	1,158,422	1,224,995	1,265,000	1,265,000	1,260,000	(5,000)	0%
FRANCHISE FEES-CABLE TV	135,250	127,434	105,000	105,000	112,600	7,600	7%
FRANCHISE FEES-WASTE DISPOSAL	267,671	276,979	278,000	278,000	293,985	15,985	6%
MIXED BEVERAGE TAX	26,889	28,415	24,000	24,000	29,000	5,000	21%
BUILDING PERMITS	564,349	395,243	520,000	520,000	350,000	(170,000)	-33%
ELECT, PLUMB, MECH PERMITS	65,642	67,190	50,000	50,000	55,000	5,000	10%
CONSTRUCTION INSPECTION FEES	417,624	13,295	-	-	-	-	-
RENTAL INSPECTION FEES	144,025	190,150	253,750	253,750	318,500	64,750	26%
REINSPECTION FEES	750	600	1,000	1,000	1,500	500	50%
DEVELOPMENT FEES					12,000	12,000	-
GRANT ASSISTANCE	54,950	54,347	43,750	223,735	25,000	(18,750)	-43%
EM-S ISD SCHOOL RESOURCE OFF	162,709	151,923	49,755	62,705	-	(49,755)	-100%
EMERGENCY MANAGEMENT CONTR	45,740	49,688	60,565	60,565	49,970	(10,595)	-17%
COUNTY FIRE RUN AID	97,020	100,755	102,000	112,000	112,000	10,000	10%
COVID-19 TC/ARPA	12,189	10,514	631,745	1,043,915	-	(631,745)	-100%
PROCEEDS FROM LEASE/LOAN	15,000	15,000	-	-	-	-	-
SALE OF BADGE/PATCH	296	215	-	-	-	-	-
OTHER INCOME	98,016	115,741	90,000	90,000	97,785	7,785	9%
MCLEROY BLVD. WIDENING	-		-	-	-	-	-
SALE OF AUTOS/EQUIPMENT	8,820	17,488	-	-	-	-	-
SWITCHYARD FEES			15,000	5,525	5,525	(9,475)	-63%
INT ON INVESTMENTS	6,911	102,447	144,000	144,000	540,000	396,000	275%
INT ON INVESTMENTS-HOTEL/MOTEL						-	-
TOTAL REVENUES	**17,131,387**	**17,971,512**	**18,366,985**	**18,972,615**	**19,341,765**	**$ 974,780**	**5%**
TOTAL TRANSFERS AND REVENUES	**19,087,901**	**20,090,655**	**20,587,725**	**21,305,960**	**21,906,275**	**$ 1,318,550**	**6%**
USE OF FB						-	-
USE OF FB FOR SPECIAL REQUESTS	910,631		785,625	785,625	704,335	-	0%
USE OF FB FOR ECON DEV LOAN						-	-
TOTAL USE OF FUND BAL./ESCROW	**910,631**	**-**	**785,625**	**785,625**	**704,335**	**-**	**0%**
TOTALS	**19,998,532**	**20,090,655**	**21,373,350**	**22,091,585**	**22,610,610**	**-**	

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

GENERAL ADMINISTRATIVE OFFICE

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ 781,102	$ 972,426	$ 908,305	$ 908,305	$ 997,855	$ 89,550	10%
SALARIES-REGULAR PART TIME	26,434	32,828	49,320	49,320	52,870	3,550	7%
SALARIES-TEMPORARY PART TIME							
COMPENSATED ABSENCES	40,612	8,355	0	0	0	-	-
SOCIAL SECURITY & MEDICARE	56,700	70,812	73,260	73,260	80,380	7,120	10%
TMRS RETIREMENT	167,414	207,859	200,400	200,400	211,870	11,470	6%
OTHER COMPENSATION	0	0	0	0	0	-	-
INSURANCE-EMPLOYEES HEALTH	80,125	108,818	97,960	97,960	87,540	(10,420)	-11%
FSA ADMINISTRATION FEES	201	556	370	370	250	(120)	-32%
INSURANCE-WORKERS' COMP	1,078	1,961	2,105	2,105	2,495	390	19%
DATA PROCESSING EXPENSES	24,965	27,076	29,945	29,945	29,945	-	0%
BOOKS	0	268	200	200	200	-	0%
OFFICE SUPPLIES & EXPENSES	8,587	10,530	8,000	8,000	10,000	2,000	25%
POSTAGE	19,402	20,599	20,455	20,455	24,735	4,280	21%
COMMUNITY WEBSITE MAINTENANCE	7,809	8,342	0	0	0	-	-
COUNCIL SUPPLIES & EXPENSES	1,415	1,513	3,000	3,000	3,000	-	0%
CITY MGR DISCRETIONARY FUND	2,233	1,090	1,160	1,160	1,160	-	0%
MAINTENANCE ON MACHINES	2,943	3,164	3,000	3,000	3,000	-	0%
SUPPLIES	5,509	7,353	7,000	7,000	7,400	400	6%
ELECTION EXPENSES	29,295	32,360	25,000	25,000	25,000	-	0%
APPRAISAL EXPENSES	46,707	53,079	53,125	53,125	63,380	10,255	19%
BAD DEBTS	0	0	0	0	0	-	-
CONTRACT SERVICES - HUMAN RESOURCE	0	0	3,300	3,300	3,300	-	0%
CONTRACT SERVICES-WEBCAST	12,657	13,543	13,550	13,550	8,450	(5,100)	-38%
CONTRACT SERVICES MISC	0	0	0	0	0	-	-
CONTRACT SERVICES-JANITORIAL	5,045	4,917	5,315	5,315	6,535	1,220	23%
LAND LEASE-DEPOT	5,630	5,799	5,800	5,800	5,975	175	3%
FILING FEES	1,157	2,986	3,000	3,000	3,000	-	0%
ORDINANCE CODIFICATION	5,347	3,649	4,500	4,500	4,500	-	0%
PHYSICALS	595	515	65	65	65	-	0%
PERSONNEL TESTING	54	96	80	80	80	-	0%
EMPLOYEE PROGRAMS	1,500	0	15,000	15,000	15,000	-	0%
EMPLOYEE ASSISTANCE PROGRAM	0	0	0	0	4,500	4,500	-
PROGRAM ASSISTANCE	5,537	2,000	14,000	14,000	14,000	-	0%
ADVERTISING-LEGAL	75,820	42,991	56,000	56,000	56,000	-	0%
DUES & SUBSCRIPTIONS	15,710	14,163	15,940	15,940	16,410	470	3%
MEETING EXPENSES	13,895	25,298	25,000	25,000	25,000	-	0%
EDUCATIONAL TRAINING/TRAVEL	4,483	13,147	14,500	14,500	14,500	-	0%
ENGINEERING FEES	80,528	88,605	78,000	78,000	78,000	-	0%
UTILITIES	27,311	17,015	18,880	18,880	19,380	500	3%
INSURANCE-GEN LIABILITY/AUTO	9,821	9,731	9,195	9,195	10,255	1,060	12%
INSURANCE-PUB OFF LIABILITY	14,950	18,876	16,380	16,380	14,340	(2,040)	-12%
LEGAL & SPECIAL SERVICES & AUDIT	270,901	235,987	289,465	289,465	290,055	590	0%
CHAMBER OF COMMERCE AGREEMENT	0	0	0	0	0	-	-
TELEPHONE EXPENSES	3,041	2,960	3,160	3,160	3,610	450	14%
LEGAL SETTLEMENTS	0	0	0	0	0	-	-
CAPITAL OUTLAY/SPECIAL REQUESTS	3,497	66,408	0	6,985	1,480	1,480	-
LAND	485,086	361	0	247,950	0	-	-
BANK CHARGES	137,946	146,256	144,000	144,000	148,850	4,850	3%
NON CAPITAL OUTLAY	116,897	40,675	0	0	0	-	-
COVID-19 EXPENSE	1,118	0	0	0	0	-	-
TSF TO CAPITAL PROJECTS	2,600,000	0	0	0	0	-	-
TSF TO GENERAL ESCROW FUND	181,901	94,430				-	-
TSF TO DEBT SERV - LADDER TRUCK						-	-
	$5,382,954	**$2,419,396**	**$2,217,735**	**$2,472,670**	**$2,344,365**	**$126,630**	**6%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

MUNICIPAL COURT

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ 81,655	$ 86,493	$ 87,470	$ 87,470	$ 98,330	$ 10,860	12%
COMPENSATED ABSENCES	(187)	293	-	-	-	-	-
SOCIAL SECURITY & MEDICARE	6,156	6,562	6,690	6,690	7,525	835	12%
TMRS RETIREMENT	17,485	18,418	18,790	18,790	20,880	2,090	11%
INSURANCE-EMPLOYEES HEALTH	7,085	14,370	19,015	19,015	18,220	(795)	-4%
FSA ADMINISTRATION FEES	65	38	-	-	-	-	-
INSURANCE-WORKERS' COMP	108	191	195	195	225	30	15%
DATA PROCESSING EXPENSES	14,529	14,935	16,200	16,200	16,200	-	0%
OFFICE SUPPLIES & EXPENSES	(363)	2,273	3,000	3,000	3,000	-	0%
CONTRACT SERVICES	61,381	64,349	69,860	69,860	68,635	(1,225)	-2%
PHYSICALS	150	-	-	-	-	-	-
DUES & SUBSCRIPTIONS	335	359	400	400	225	(175)	-44%
EDUCATIONAL TRAINING/TRAVEL	400	275	1,200	1,200	1,200	-	0%
UTILTIES	-	-	-	-	-	-	-
INSURANCE-GEN LIABILITY/AUTO	2,329	2,420	2,300	2,300	2,565	265	12%
TELEPHONE EXPENSES	590	1,121	640	640	660	20	3%
CAPITAL OUTLAY/SPECIAL REQUEST	-	-	-	-	-	-	-
COVID-19 EXPENSE						-	-
TOTALS	**$ 191,719**	**$ 212,096**	**$ 225,760**	**$ 225,760**	**$ 237,665**	**$ 11,905**	**5%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

FIRE

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ 2,095,438	$ 2,271,966	$ 2,332,110	$ 2,332,110	$ 2,625,760	$ 293,650	13%
COMPENSATED ABSENCES	(27,688)	14,163	-	-	-	-	-
OVERTIME	109,065	83,758	62,070	62,070	70,325	8,255	13%
OVERTIME - FIRE OTHER	194,455	210,049	202,800	202,800	228,705	25,905	13%
SOCIAL SECURITY & MEDICARE	171,894	182,782	198,670	198,670	223,750	25,080	13%
TMRS RETIREMENT	516,392	546,340	557,830	557,830	621,005	63,175	11%
INSURANCE-EMPLOYEES HEALTH	294,956	350,736	347,610	347,610	318,620	(28,990)	-8%
FSA ADMINISTRATION FEES	553	462	420	420	300	(120)	-29%
INSURANCE-WORKERS' COMP	37,844	56,127	84,375	84,375	94,655	10,280	12%
UNIFORMS	19,345	19,008	18,000	18,000	18,000	-	0%
DATA PROCESSING EXPENSES	12,046	11,992	17,850	17,850	17,850	-	0%
OFFICE SUPPLIES & EXPENSES	2,898	2,620	3,000	3,000	3,000	-	0%
MAINTENANCE & REPAIRS	25,776	28,312	24,000	24,000	24,000	-	0%
MAINTENANCE ON MACHINES	3,820	2,031	4,000	4,000	4,000	-	0%
EQUIPMENT REPLACEMENT	11,280	14,301	13,000	13,000	13,000	-	0%
RADIO REPAIRS	2,080	1,536	3,900	3,900	3,900	-	0%
SUPPLIES	17,084	17,808	18,000	18,000	18,000	-	0%
EMERGENCY MEDICAL SERVICES	13,416	13,383	13,500	13,500	13,500	-	0%
CIVIL DEFENSE SIREN REPAIRS	634	1,415	-	-	-	-	-
CONTRACT SERVICES-JANITORIAL	5,424	5,746	6,375	6,375	15,405	9,030	142%
CONTRACT SERVICES-DISPATCH	75,390	73,530	78,000	78,000	78,000	-	0%
FIRE PREVENTION	3,157	1,806	3,000	3,000	3,000	-	0%
PHYSICALS	21,210	24,600	23,780	23,780	23,780	-	0%
EMPLOYEE PROGRAMS	-	-	3,240	3,240	3,240	-	0%
EMPLOYEE ASSISTANCE PROGRAM	-	-	-	-	2,520	2,520	-
HOUSEHOLD HAZARDOUS WASTE	8,453	24,297	20,000	20,000	25,000	5,000	25%
DUES & SUBSCRIPTIONS	16,980	16,874	5,350	5,350	5,350	-	0%
EDUCATIONAL TRAINING/TRAVEL	13,147	12,901	14,000	14,000	14,000	-	0%
UTILITIES	31,332	29,772	31,200	31,200	33,350	2,150	7%
INSURANCE-GEN LIABILITY/AUTO	32,611	36,296	33,340	33,340	37,175	3,835	12%
PROFESSIONAL SERV-PLAN REVIEW	-	(17)	-	-	-	-	-
AMBULANCE SERVICE	-	-	-	-	7,100	7,100	-
TELEPHONE EXPENSES	11,490	14,424	12,395	12,395	12,395	-	0%
RADIO SYSTEM EXPENSE	23,088	22,656	24,120	24,120	24,120	-	0%
CAPITAL OUTLAY/SPECIAL REQUEST	83,213	38,594	150,000	329,985	108,000	(42,000)	-28%
Non Capital Outlay	33,511	28,216	-	-	-	-	-
COVID-19 EXPENSE/ARPA	4,358	-	150,000	150,000	-	(150,000)	-100%
TSF TO DEBT SER-LADDER TRUCK	-	-	-	-	-	-	-
TOTALS	**$ 3,864,653**	**$ 4,158,484**	**$ 4,455,935**	**$ 4,635,920**	**$ 4,690,805**	**$ 234,870**	**5%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

POLICE

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ 3,099,514	$ 3,196,335	$ 3,595,950	$ 3,595,950	$ 4,126,215	$ 530,265	15%
COMPENSATED ABSENCES	4,867	(25,617)	-	-	-	-	-
SALARIES-REGULAR PART TIME	24,050	54,400	43,680	43,680	93,690	50,010	114%
SALARIES-TEMPORARY PART TIME	13,208	5,415	56,685	56,685	4,355	(52,330)	-92%
OVERTIME	97,002	172,271	112,955	112,955	127,865	14,910	13%
SOCIAL SECURITY & MEDICARE	238,592	253,757	291,410	291,410	332,940	41,530	14%
TMRS RETIREMENT	684,559	718,868	796,675	796,675	903,245	106,570	13%
INSURANCE-EMPLOYEES HEALTH	476,703	523,470	626,640	626,640	604,195	(22,445)	-4%
FSA ADMINISTRATION FEES	512	465	480	480	480	-	0%
INSURANCE-WORKERS' COMP	39,643	65,457	90,595	90,595	101,175	10,580	12%
UNIFORMS	20,839	18,374	22,700	22,700	22,700	-	0%
DATA PROCESSING EXPENSES	32,645	21,516	25,270	25,270	25,270	-	0%
BOOKS	1,392	2,538	2,000	2,000	6,000	4,000	200%
OFFICE SUPPLIES & EXPENSES	3,112	10,128	11,950	11,950	11,950	-	0%
COMMUNICATIONS SUPPLIES	506	2,281	2,500	2,500	3,500	1,000	40%
INVESTIGATOR SUPPLIES	3,635	2,738	4,000	4,000	5,500	1,500	38%
SPC-CID-ANALYSIS/JUVENILE/AGIN	25,950	33,432	35,000	35,000	35,000	-	0%
CRIME PREVENTION SUPPLIES	-	606	-	-	-	-	-
HONOR GUARD SUPPLIES	-	-	2,500	2,500	2,500	-	0%
FIRING RANGE SUPPLIES	19,453	8,896	36,000	40,605	18,000	(18,000)	-50%
MAINTENANCE & REPAIRS	-	-	-	-	-	-	-
MAINTENANCE ON MACHINES	15,398	9,221	10,000	10,000	10,000	-	0%
EQUIPMENT REPLACMENT	915	3,762	5,000	5,000	2,500	(2,500)	-50%
RADIO REPAIRS	3,642	5,546	8,000	8,000	8,000	-	0%
SUPPLIES	8,289	14,670	9,700	9,700	10,500	800	8%
CONTRACT SERVICES-JANITORIAL	12,921	12,451	13,815	13,815	16,140	2,325	17%
PHYSICALS	6,213	6,160	5,000	5,000	5,000	-	0%
EMPLOYEE PROGRAMS	-	-	3,240	3,240	3,240	-	0%
EMPLOYEE ASSISTANCE PROGRAM	-	-	-	-	4,620	4,620	-
PRISONER CARE	2,872	2,545	5,500	5,500	5,500	-	0%
ADVERTISING	739	180	1,500	1,500	1,500	-	0%
DUES & SUBSCRIPTIONS	4,951	5,240	6,000	6,000	6,000	-	0%
EDUCATIONAL TRAINING/TRAVEL	16,021	20,197	28,500	28,500	30,000	1,500	5%
LEOSE TRAINING	2,926	1,880	2,690	2,690	2,600	(90)	-3%
UTILITIES	34,395	29,111	31,600	31,600	30,300	(1,300)	-4%
INSURANCE-GEN LIABILITY/AUTO	58,234	64,123	63,235	63,235	70,505	7,270	11%
INSURANCE-POLICE LIABILITY	18,333	25,619	21,810	21,810	21,500	(310)	-1%
TELEPHONE EXPENSES	7,981	14,502	16,235	16,235	16,235	-	0%
RADIO SYSTEM EXPENSE	38,131	39,078	41,100	41,100	41,100	-	0%
CAPITAL OUTLAY/SPECIAL REQUEST	-	-	-	6,500	-	-	-
NON CAPITAL OUTLAY	0	43535.63	0	0	0	-	-
COVID-19 EXPENSE/ARPA	380.01	0	276745	276745	0	(276,745)	-100%
TOTALS	**$ 5,018,523**	**$ 5,363,152**	**$ 6,306,660**	**$ 6,317,765**	**$ 6,709,820**	**$ 403,160**	**6%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

PUBLIC SERVICES

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/
SALARIES	$ 478,586	$ 500,056	$ 565,348	$ 565,348	$ 650,060	$ 84,712	15%
COMPENSATED ABSENCES	(32,940)	18,131	-	-	-	-	-
SALARIES - TEMPORARY PART TIME	6,485	-	4,840	4,840	4,840	-	0%
OVERTIME	23,372	35,904	24,297	24,297	26,725	2,428	10%
SOCIAL SECURITY & MEDICARE	37,348	39,697	45,480	45,480	52,145	6,665	15%
TMRS RETIREMENT	107,818	114,604	126,655	126,655	143,700	17,045	13%
INSURANCE-EMPLOYEES HEALTH	87,682	100,628	117,720	117,720	113,545	(4,175)	-4%
FSA ADMINISTRATION FEES	153	197	180	180	180	-	0%
INSURANCE-WORKERS' COMP	12,347	22,485	22,615	22,615	28,640	6,025	27%
UNIFORMS	3,618	6,148	6,500	6,500	6,500	-	0%
DATA PROCESSING EXPENSES	-	-	-	-	7,950	7,950	-
SUPPLIES	90	-	-	-	25,000	25,000	-
BUILDING MAINTENANCE & REPAIRS	191,864	198,375	191,300	242,770	250,000	58,700	31%
CONTRACT MAINTENANCE & REPAIRS	-	-	8,000	8,000	8,000	-	0%
PARK MAINTENANCE & SUPPLIES	3,779	1,712	-	-	-	-	-
SIDEWALK REPLACEMENT	14,479	19,063	30,000	30,000	30,000	-	0%
STREET MAINTENANCE & SUPPLIES	55,877	63,559	78,000	78,000	78,000	-	0%
SIGN SUPPLIES & MATERIALS	17,989	24,256	30,000	30,000	30,000	-	0%
SIGNAL LIGHT REPAIRS	21,295	6,310	10,000	40,315	10,000	-	0%
CONTRACT SERVICES-MOWING	104,200	30,145	117,665	117,665	123,550	5,885	5%
CONTRACT SERVICES-JANITORIAL	1,446	1,472	1,635	1,635	1,910	275	17%
CONTRACT SERVICES	49,500	86,017	72,600	72,600	72,600	-	0%
PHYSICALS	985	170	400	400	400	-	0%
DUES & SUBSCRIPTIONS	250	-	1,000	1,000	1,000	-	0%
EDUCATIONAL TRAINING/TRAVEL	2,548	2,994	3,000	3,000	10,000	7,000	233%
UTILITIES	345,881	277,730	270,650	270,650	270,900	250	0%
INSURANCE-GEN LIABILITY/AUTO	12,811	13,308	12,645	12,645	14,105	1,460	12%
SPECIAL SERVICES - PLANNING	-	22,797	36,000	36,000	36,000	-	0%
TELEPHONE EXPENSES	5,369	4,534	4,680	4,680	4,680	-	0%
CAPITAL OUTLAY/SPECIAL REQUEST	35,122	989,608	387,300	1,013,920	140,000	(247,300)	-64%
FOOD TRUCK PARK/FARMERS MKT		-	-	-	-	-	-
Non Capital Outlay	65,000	-	-	-	-	-	-
COVID-19 EXPENSE	-	-	-	-	-	-	-
TSF TO CAPITAL PROJECTS FUND	-	-	-	-	-	-	-
TOTALS	**$ 1,652,953**	**$ 2,579,898**	**$ 2,168,510**	**$ 2,876,915**	**$ 2,140,430**	**$ (28,080)**	**-1%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

PARKS

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ 79,493	$ 73,255	$ 80,315	$ 80,315	$ 94,450	$ 14,135	18%
COMPENSATED ABSENCES	1,421	(3,825)	-	-	-	-	-
OVERTIME	9,948	7,019	11,595	11,595	12,750	1,155	10%
SOCIAL SECURITY & MEDICARE	6,414	5,859	7,030	7,030	8,200	1,170	17%
TMRS RETIREMENT	19,176	17,087	19,745	19,745	22,760	3,015	15%
INSURANCE-EMPLOYEES HEALTH	21,511	24,538	23,395	23,395	23,200	(195)	-1%
FSA ADMINISTRATION FEES	0	1	-	-	-	-	-
INSURANCE-WORKERS' COMP	1,026	1,831	1,785	1,785	2,125	340	19%
UNIFORMS	1,215	1,601	1,600	1,600	1,600	-	0%
MAINTENANCE & REPAIRS	-	-	-	-	-	-	-
PARK MAINTENANCE & SUPPLIES	64,234	55,027	71,500	71,500	91,500	20,000	28%
CONTRACT SERVICES - MOWING	95,117	45,194	127,470	127,470	133,845	6,375	5%
CONTRACT SERVICES - JANITORIAL	965	823	915	915	1,070	155	17%
EDUCATIONAL TRAINING/TRAVEL	21	-	500	500	2,000	1,500	300%
UTILITIES	33,926	26,426	27,490	27,490	25,350	(2,140)	-8%
INSURANCE-GEN LIABILITY/AUTO	2,329	2,420	2,300	2,300	2,565	265	12%
TELEPHONE EXPENSES	608	401	780	780	780	-	0%
CAPITAL OUTLAY/SPECIAL REQUEST	-	42,669	78,200	78,200	40,000	(38,200)	-49%
LAND	-	-	-	-	-	-	-
Non Capital Outlay	-	18,826	-	-	-	-	-
COVID-19 EXPENSE	-	-	-	107,835	-	-	-
TSF TO CAPITAL PROJECTS FUND	-	-	-	-	-	-	-
TOTALS	**$ 337,405**	**$ 319,152**	**$ 454,620**	**$ 562,455**	**$ 462,195**	**$ 7,575**	**2%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

COMMUNITY SERVICES

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ 238,798	$ 311,027	$ 331,435	$ 331,435	$ 376,985	$ 45,550	14%
COMPENSATED ABSENCES	2,923	23,916	-	-	-	-	-
SALARIES-REGULAR PART TIME	30,244	81,810	128,080	128,080	177,635	49,555	39%
SALARIES-TEMPORARY PART TIME	38,233	197,359	208,730	208,730	229,395	20,665	10%
SOCIAL SECURITY & MEDICARE	22,090	43,735	51,120	51,120	59,980	8,860	17%
TMRS RETIREMENT	57,673	81,793	98,705	98,705	117,760	19,055	19%
INSURANCE-EMPLOYEES HEALTH	41,614	60,747	65,055	65,055	61,340	(3,715)	-6%
FSA ADMINISTRATION FEES	232	199	180	180	60	(120)	-67%
INSURANCE WORKERS' COMP	5,960	10,435	12,795	12,795	14,560	1,765	14%
UNIFORMS	1,802	306	2,500	2,500	2,500	-	0%
DATA PROCESSING EXPENSES	5,078	3,850	7,500	7,500	7,500	-	0%
OFFICE SUPPLIES & EXPENSES	4,849	7,695	5,000	5,000	5,000	-	0%
SUPPLIES	22,572	33,243	38,000	38,000	38,000	-	0%
SENIOR CENTER SUPPLIES	-	-	-	-	15,000	15,000	-
MAINTENANCE & REPAIRS	1,844	2,421	4,000	4,000	4,000	-	0%
MAINTENANCE ON MACHINES	1,321	1,183	2,000	2,000	2,000	-	0%
SPECIAL PROGRAMS	9,621	20,698	20,000	20,000	26,000	6,000	30%
AQUATIC SUPPLIES & EQUIPMENT	3,298	55,419	28,000	28,000	28,000	-	0%
SENIOR CENTER EVENTS & ACTIVITIES	15,232	17,126	17,000	17,000	17,000	-	0%
CONTRACT SERVICES	23,539	61,887	85,000	85,000	85,000	-	0%
CONTRACT SERVICES-JANITORIAL	33,295	34,118	36,130	36,130	31,410	(4,720)	-13%
SENIOR CENTER INSTRUCTORS	-	-	-	-	12,000	12,000	-
PHYSICALS	795	3,760	2,900	2,900	2,900	-	0%
DUES & SUBSCRIPTIONS	936	1,400	1,300	1,300	1,400	100	8%
EDUCATIONAL TRAINING/TRAVEL	-	1,209	1,450	1,450	1,500	50	3%
UTILITIES	56,627	56,672	73,700	73,700	70,000	(3,700)	-5%
INSURANCE-GEN LIABILITY/AUTO	4,659	4,839	5,750	5,750	6,410	660	11%
TELEPHONE EXPENSES	583	1,423	600	600	1,000	400	67%
CAPITAL OUTLAY/SPECIAL REQUEST	-	13,291	211,200	243,175	167,000	(44,200)	-21%
Non Capital Outlay	6,800	177,593				-	-
COVID-19 EXPENSE	15,369					-	-
TOTALS	**$ 645,987**	**$ 1,309,155**	**$ 1,438,130**	**$ 1,470,105**	**$ 1,561,335**	**$ 123,205**	**9%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

LIBRARY

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END BUDGET 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ 251,414	$ 307,737	$ 319,150	$ 319,150	$ 342,980	$ 23,830	7%
COMPENSATED ABSENCES	(6,452)	3,921	-	-	-	-	-
SALARIES-REGULAR PART TIME	108,360	94,242	120,940	120,940	140,850	19,910	16%
SALARIES-TEMPORARY PART TIME	2,200	6,883	11,685	11,685	11,685	-	0%
SOCIAL SECURITY & MEDICARE	26,479	30,090	34,565	34,565	37,910	3,345	10%
TMRS RETIREMENT	72,545	85,489	94,535	94,535	102,730	8,195	9%
INSURANCE-EMPLOYEES HEALTH	48,208	67,433	70,185	70,185	58,780	(11,405)	-16%
FSA ADMINISTRATION FEES	-	-	-	-	-	-	-
INSURANCE-WORKERS' COMP	616	1,040	1,340	1,340	1,480	140	10%
DATA PROCESSING EXPENSES	12,449	10,507	13,220	13,220	13,220	-	0%
BOOKS, CDs, DVDs	58,226	49,039	56,500	56,500	56,500	-	0%
BOOK LEASING PLAN	-	-	-	-	-	-	-
OFFICE SUPPLIES & EXPENSES	10,349	11,271	11,760	11,760	11,760	-	0%
SUPPLIES & EQUIPMENT	9,345	7,369	8,910	8,910	8,910	-	0%
MAINTENANCE ON MACHINES	2,166	3,333	3,000	3,000	3,000	-	0%
CONTRACT SERVICES-JANITORIAL	6,643	6,704	7,440	7,440	7,320	(120)	-2%
PHYSICALS	165	395	225	225	225	-	0%
DUES & SUBSCRIPTIONS	1,395	1,900	1,250	1,250	1,250	-	0%
EDUCATIONAL TRAINING/TRAVEL	2,757	2,311	3,950	3,950	4,800	850	22%
UTILITIES	14,036	13,164	13,950	13,950	14,350	400	3%
INSURANCE-GEN LIABILITY/AUTO	5,823	6,049	6,900	6,900	7,695	795	12%
TELEPHONE EXPENSES	-	-	-	-	-	-	-
CAPITAL OUTLAY/SPECIAL REQUEST	-	-	-	-	-	-	-
COVID-19 EXPENSE	-	-	-	-	-	-	-
TOTALS	**$ 626,723**	**$ 708,879**	**$ 779,505**	**$ 779,505**	**$ 825,445**	**$ 45,940**	**6%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

INSPECTIONS/CODE ENFORCEMENT

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ 425,171	$ 534,047	$ 591,320	$ 591,320	$ 651,850	$ 60,530	10%
COMPENSATED ABSENCES	11,551	11,861	0	0	0	0	-
SALARIES-REGULAR PART TIME	0	2,392	24,655	24,655	0	(24,655)	-100%
OVERTIME	4,634	4,991	6,275	6,275	6,900	625	10%
SOCIAL SECURITY & MEDICARE	30,420	38,657	47,605	47,605	50,395	2,790	6%
TMRS RETIREMENT	92,135	115,364	133,660	133,660	139,870	6,210	5%
INSURANCE-EMPLOYEES HEALTH	68,646	87,729	99,725	99,725	96,195	(3,530)	-4%
FSA ADMINISTRATION FEES	130	168	180	180	240	60	33%
INSURANCE-WORKERS' COMP	895	1,987	2,390	2,390	2,620	230	10%
UNIFORMS	3,270	4,121	4,000	4,000	4,000	0	0%
DATA PROCESSING EXPENSES	6,355	5,033	6,500	6,500	6,500	0	0%
OFFICE SUPPLIES & EXPENSES	3,434	4,978	7,000	7,000	7,000	0	0%
ANIMAL SERVICES EXPENSES	122	194	0	0	0	0	-
MAINTENANCE AND REPAIRS	0	0	0	0	0	0	-
MAINTENANCE ON MACHINES	4,406	3,501	4,000	4,000	4,000	0	0%
CONTRACT SERVICES-MOWING	1,228	129	3,000	3,000	3,000	0	0%
CONTRACT SERVICES-JANITORIAL	3,799	4,590	4,590	4,590	4,755	165	4%
CONTRACT SERVICES-INSPECTIONS	20,417	750	0	0	0	0	-
PHYSICALS	0	150	0	0	0	0	-
GRANT MATCHING REQUIREMENT	0	0	0	0	0	0	-
DUES & SUBSCRIPTIONS	1,351	2,021	3,000	3,000	3,000	0	0%
EDUCATIONAL TRAINING/TRAVEL	5,732	7,475	9,000	9,000	9,000	0	0%
ABATEMENT OF PROPERTY	17,223	28,131	0	0	0	0	-
UTILITIES	3,042	2,628	4,160	4,160	4,735	575	14%
INSURANCE-GEN LIABILITY/AUTO	6,988	9,679	11,500	11,500	12,820	1,320	11%
TELEPHONE EXPENSES	5,104	5,621	5,445	5,445	5,445	0	0%
CAPITAL OUTLAY/SPECIAL REQUEST	0	27,882	51,500	51,500	69,000	17,500	34%
CREDIT CARD PROCESSING FEE		0	0	0	0	0	-
NON CAPITAL OUTLAY		2451				0	-
COVID-19 EXPENSE	593					0	-
TOTALS	**$ 716,644**	**$ 906,529**	**$ 1,019,505**	**$ 1,019,505**	**$ 1,081,325**	**61,820**	**6%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

ANIMAL SERVICES

ACCOUNT DESCRIPTION	YEAR END ACTUAL 2020-2021	YEAR END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ 190,449	$ 208,889	$ 232,365	$ 232,365	$ 258,285	$ 25,920	11%
COMPENSATED ABSENCES	(1,364)	(3,179)	0	0	0	0	-
SALARIES-REGULAR PART TIME	12,053	38,469	38,075	38,075	45,530	7,455	20%
SALARIES - TEMPORARY PART TIME	5,835	10,007	8,955	8,955	8,955	0	0%
OVERTIME	22,107	23,614	18,815	18,815	20,700	1,885	10%
SOCIAL SECURITY & MEDICARE	16,487	20,861	22,815	22,815	25,510	2,695	12%
TMRS RETIREMENT	48,056	57,694	62,135	62,135	68,905	6,770	11%
INSURANCE-EMPLOYEES HEALTH	47,010	45,698	48,445	48,445	51,515	3,070	6%
FSA ADMINISTRATION FEES	169	271	180	180	180	0	0%
INSURANCE-WORKERS' COMP	3,831	7,934	10,095	10,095	11,595	1,500	15%
UNIFORMS	3,264	2,516	3,500	3,500	5,000	1,500	43%
DATA PROCESSING EXPENSES	2,754	2,942	3,000	3,000	5,000	2,000	67%
OFFICE SUPPLIES & EXPENSES	4,637	4,790	4,300	4,300	5,000	700	16%
OFFICER EQUIPMENT	0	0	0	0	755	755	-
SHELTER SUPPLIES	10,151	14,638	14,000	14,000	15,000	1,000	7%
ANIMAL SERVICES EXPENSES	0	0	0	0	0	0	-
MAINTENANCE AND REPAIRS	0	0	0	0	0	0	-
SUPPLIES & EQUIPMENT	7,272	8,818	8,000	8,000	9,000	1,000	13%
MAINTENANCE ON MACHINES	0	0	0	0	0	0	-
CONTRACT SERVICES-MOWING	0	0	0	0	0	0	-
CONTRACT SERVICES-JANITORIAL	2,191	2,191	2,195	2,195	2,390	195	9%
CONTRACT SERVICES - VET	834	4,586	5,000	5,000	6,000	1,000	20%
PHYSICALS	1,506	4,738	500	500	2,000	1,500	300%
DUES & SUBSCRIPTIONS	50	351	500	500	0	(500)	-100%
EDUCATIONAL TRAINING/TRAVEL	800	2,020	3,000	3,000	4,000	1,000	33%
ABATEMENT OF PROPERTY	0	0	0	0	0	0	-
UTILITIES	14,474	11,487	11,000	11,000	12,300	1,300	12%
INSURANCE-GEN LIABILITY/AUTO	4,659	6,049	5,745	5,745	6,410	665	12%
TELEPHONE EXPENSES	4,522	3,571	3,030	3,030	3,200	170	6%
CAPITAL OUTLAY/SPECIAL REQUEST	69,418	293	38,515	40,025	0	(38,515)	-100%
NON CAPITAL OUTLAY		4,015				0	-
COVID-19 EXPENSE	593			49400		0	-
TOTALS	**$ 471,756**	**$ 483,265**	**$ 544,165**	**$ 595,075**	**$ 567,230**	**23,065**	**4%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

FLEET MAINTENANCE

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ 121,341	$ 131,120	$ 137,170	$ 137,170	$ 151,045	$ 13,875	10%
COMPENSATED ABSENCES	4,107	5,673	0	0	0	0	-
OVERTIME	743	174	2,515	2,515	2,770	255	10%
SOCIAL SECURITY & MEDICARE	8,733	9,541	10,690	10,690	11,770	1,080	10%
TMRS RETIREMENT	26,159	28,267	30,005	30,005	32,660	2,655	9%
INSURANCE-EMPLOYEES HEALTH	20,570	22,705	23,395	23,395	23,200	(195)	-1%
FSA ADMINISTRATION FEES	0	0	0	0	0	0	-
INSURANCE-WORKERS' COMP	1,802	2,618	3,145	3,145	3,535	390	12%
UNIFORMS	745	933	1,400	1,400	1,400	0	0%
DATA PROCESSING EXPENSES	1,608	5,500	4,500	4,500	7,250	2,750	61%
GASOLINE	133,683	247,426	305,000	305,000	255,000	(50,000)	-16%
SUPPLIES	12,103	14,518	22,000	22,000	22,000	0	0%
EQUIPMENT TIRES	24,073	29,512	25,000	25,000	25,000	0	0%
TOOLS	4,038	1,646	5,000	5,000	5,000	0	0%
PARTS	51,841	75,899	50,000	50,000	50,000	0	0%
CONTRACT REPAIRS	35,931	21,495	40,000	40,000	40,000	0	0%
RADIO REPAIRS	238	0	0	0	0	0	-
CONTRACT SERVICES-JANITORIAL	697	459	510	510	600	90	18%
PHYSICALS	80	80	100	100	100	0	0%
EDUCATIONAL TRAINING/TRAVEL	17	9	7,000	7,000	7,000	0	0%
UTILITIES	5,680	4,349	6,255	6,255	4,875	(1,380)	-22%
INSURANCE-GEN LIABILITY/AUTO	2,329	2,420	2,300	2,300	2,565	265	12%
TELEPHONE EXPENSES	1,009	1,121	1,080	1,080	1,080	0	0%
CAPITAL OUTLAY/SPECIAL REQUEST	0	59,900	0	0	64,835	64,835	-
TSF TO GEN ESCROW FUND	62,780	67,720	73,480	73,480	102,945	29,465	40%
Non Capital Outlay			0	0	0	0	-
COVID-19 EXPENSE						0	-
TOTALS	**$ 520,306**	**$ 733,087**	**$ 750,545**	**$ 750,545**	**$ 814,630**	**$ 64,085**	**9%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

ECONOMIC DEVELOPMENT

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ -	$ -	$ -	$ -	$ -	$ -	-
COMPENSATED ABSENCES	-	-	-	-	-	-	-
SOCIAL SECURITY & MEDICARE	-	-	-	-	-	-	-
TMRS RETIREMENT	-	-	-	-	-	-	-
INSURANCE-EMPLOYEES HEALTH	-	-	-	-	-	-	-
INSURANCE-WORKERS' COMP	-	-	-	-	-	-	-
DATA PROCESSING EXPENSES	446	450	600	600	1,500	900	150%
OFFICE SUPPLIES & EXPENSES	133	718	750	750	2,000	1,250	167%
PROMOTIONAL SUPPLIES	490	1,743	1,200	1,200	1,200	-	0%
MISCELLANEOUS EXPENSE	8,740	11,494	11,000	11,000	11,000	-	0%
PHOTOGRAPHIC/AUDIO/VIDEO	1,800	-	2,500	2,500	2,500	-	0%
CONTRACTUAL SERVICES	43,197	142,147	50,000	50,000	50,000	-	0%
LEASE	-	-	-	-	-	-	-
ADVERTISING	638	1,072	1,200	1,200	1,200	-	0%
DUES & SUBSCRIPTIONS	5,270	13,125	12,000	12,000	14,000	2,000	17%
ECONOMIC DEVELOPMENT REIMB	34,629	40,332	-	-	-	-	-
ECONOMIC DEV INCENTIVE	-	-	70,000	70,000	70,000	-	0%
BUILDING IMPROVEMENT GRANTS	42,500	10,000	40,000	40,000	40,000	-	0%
BUSINESS TRAINING/TRAVEL	-	3,280	5,000	5,000	5,000	-	0%
INSURANCE-GEN LIABILITY/AUTO	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	2,334		-	-	-	-	-
TELEPHONE EXPENSES	-	-	-	-	-	-	-
CAPITAL OUTLAY/SPECIAL REQUEST	-	-	66,600	66,600	-	(66,600)	-100%
COVID-19 EXPENSE		-				-	-
TRANSFER TO GF ESCROW	30,000	70,000				-	-
TOTALS	**$ 170,177**	**$ 294,360**	**$ 260,850**	**$ 260,850**	**$ 198,400**	**$ (62,450)**	**-**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

INFORMATION TECHNOLOGY

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ 138,220	$ 148,751	$ 154,895	$ 154,895	$ 178,580	$ 23,685	15%
COMPENSATED ABSENCES	5,263	2,600	0	0	0	-	-
OVERTIME						-	-
SOCIAL SECURITY & MEDICARE	10,121	10,877	11,850	11,850	13,665	1,815	15%
TMRS RETIREMENT	29,619	31,677	33,270	33,270	37,920	4,650	14%
INSURANCE-EMPLOYEES HEALTH	20,863	22,785	23,395	23,395	23,200	(195)	-1%
FSA ADMINISTRATION FEES	128	70	120	120	60	(60)	-50%
INSURANCE-WORKERS' COMP	179	316	340	340	405	65	19%
UNIFORMS	36		0	0	0	-	-
DATA PROCESSING EXPENSES	38,568	42,040	72,905	72,905	53,400	(19,505)	-27%
REMOTE ACCESS FEES	0	0	0	0	1,600	1,600	-
EMAIL/NETWORK SECURITY EXP	0	0	0	0	54,165	54,165	-
OFFICE SUPPLIES & EXPENSES	0	0	100	100	0	(100)	-100%
COMPUTER REPLACEMENTS	29,336	38,650	43,180	43,180	45,000	1,820	4%
SERVER REPLACEMENTS	6,573	7,470	15,000	15,000	20,000	5,000	33%
CONTRACT SERVICES	12,696	0	0	0	0	-	-
DUES & SUBSCRIPTIONS	1,592	4,439	3,045	3,045	3,500	455	15%
EDUCATIONAL TRAINING/TRAVEL	1,428	0	3,000	3,000	3,000	-	0%
UTILTIES	23,082	17,088	11,225	11,225	15,000	3,775	34%
INSURANCE-GEN LIABILITY/AUTO	2,329	2,420	2,300	2,300	2,565	265	12%
TELEPHONE EXPENSES	68,498	69,508	87,660	87,660	90,000	2,340	3%
CAPITAL OUTLAY/SPECIAL REQUEST	4,810	0	0	0	68,130	68,130	-
NON CAPITAL OUTLAY	5,390					-	-
COVID-19 EXPENSE						-	-
TOTALS	**$ 398,732**	**$ 398,691**	**$ 462,285**	**$ 462,285**	**$ 610,190**	**$ 147,905**	**32%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

EMERGENCY MANAGEMENT

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ -	$ -	$ 82,935	$ 82,935	$ 91,030	$ 8,095	10%
COMPENSATED ABSENCES	0	0	0	0	0	-	-
OVERTIME	0	0	0	0	0	-	-
SOCIAL SECURITY & MEDICARE	0	0	6,340	6,340	6,965	625	10%
TMRS RETIREMENT	0	0	17,815	17,815	19,330	1,515	9%
INSURANCE-EMPLOYEES HEALTH	0	0	13,890	13,890	115	(13,775)	-99%
FSA ADMINISTRATION FEES	0	0	0	0	0	-	-
INSURANCE-WORKERS' COMP	0	0	155	155	200	45	29%
UNIFORMS	0	0	1,000	1,000	1,000	-	0%
OFFICE SUPPLIES & EXPENSES	0	0	300	300	300	-	0%
EQUIPMENT REPLACEMENT	0	0	1,500	1,500	1,500	-	0%
SUPPLIES	0	0	250	250	250	-	0%
OUTDOOR WARNING SIGN REPAIRS	0	0	1,500	1,500	1,500	-	0%
EMERGENCY PREPAREDNESS	0	0	5,000	5,000	5,000	-	0%
PHYSICALS	0	0	820	820	820	-	0%
DUES & SUBSCRIPTIONS	0	0	12,010	12,010	12,010	-	0%
EDUCATIONAL TRAINING	0	0	1,500	1,500	1,500	-	0%
INSURANCE-GEN LIABILITY/AUTO	0	0	1,150	1,150	1,285	135	12%
TELEPHONE EXPENSES	0	0	505	505	505	-	0%
RADIO SYSTEM EXPENSE	0	0	405	405	405	-	0%
CAPITAL OUTLAY/SPECIAL REQUEST	0	0	0	0	0	-	-
						-	-
TOTALS	**$ -**	**$ -**	**$ 147,075**	**$ 147,075**	**$ 143,715**	**$ (3,360)**	**-2%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

COMMUNICATIONS

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ -	$ -	$ 69,450	$ 69,450	$ 76,460	$ 7,010	10%
COMPENSATED ABSENCES	-	-	-	-	-	-	-
SALARIES-REGULAR PART TIME	-	-	-	-	-	-	-
SALARIES-TEMPORARY PART TIME	-	-	-	-	-	-	-
SOCIAL SECURITY & MEDICARE	-	-	5,315	5,315	5,850	535	10%
TMRS RETIREMENT	-	-	14,920	14,920	16,235	1,315	9%
INSURANCE-EMPLOYEES HEALTH	-	-	13,890	13,890	7,400	(6,490)	-47%
FSA ADMINISTRATION FEES	-	-	-	-	-	-	-
INSURANCE WORKERS' COMP	-	-	155	155	175	20	13%
DATA PROCESSING EXPENSES	-	-	6,720	6,720	21,670	14,950	222%
OFFICE SUPPLIES & EXPENSES	-	-	400	400	500	100	25%
COMMUNITY WEBSITE MAINTENANCE	-	-	13,855	13,855	8,700	(5,155)	-37%
SUPPLIES - CITIZEN ENGAGEMENT	-	-	-	-	10,000	10,000	-
CONTRACT SERVICES	-	-	1,500	1,500	2,000	500	33%
DUES & SUBSCRIPTIONS	-	-	1,515	1,515	695	(820)	-54%
EDUCATIONAL TRAINING/TRAVEL	-	-	950	950	1,200	250	26%
INSURANCE-GEN LIABILITY/AUTO	-	-	1,150	1,150	1,285	135	12%
TELEPHONE EXPENSES	-	-	-	-	-	-	-
CAPITAL OUTLAY/SPECIAL REQUEST	-	-	12,250	12,250	70,890	58,640	479%
Non Capital Outlay	-	-				-	-
COVID-19 EXPENSE	-					-	-
TOTALS	**$ -**	**$ -**	**$ 142,070**	**$ 142,070**	**$ 223,060**	**$ 80,990**	**57%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

DEBT SERVICE FUND REVENUES

Description	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
TSF FR ENT FD-GLTD	$ -	$ -	$ -	$ -	$ -	$ -	-
TSF FR GEN FD-GLTD	-	-	-	-	-	-	-
TSF FR GEN FD-LADDER TRUCK	-	-	-	-	-	-	-
TSF FR DR UT FD-GLTD	-	-	-	-	-	-	-
BOND PREMIUM	4,440	3,455	-	-	-	-	-
PROPERTY TAX-DELINQUENT	(171)	23,941	11,000	11,000	5,000	(6,000)	-55%
PROPERTY TAX-CURRENT	4,011,068	4,738,272	6,162,085	6,162,085	6,943,825	781,740	13%
DELINQUENT TAX P & I & FEES	3,970	13,545	7,000	7,000	7,000	-	0%
OTHER FIN SOURCES-REFUNDING	-	-	-	-	-	-	-
INT ON INVESTMENTS	942	24,627	12,615	12,615	140,000	127,385	1010%
	-	-	-	-	-	-	-
USE OF FUND BALANCE	-	-	-	-	-	-	-
TOTALS	**$ 4,020,248**	**$ 4,803,841**	**$ 6,192,700**	**$ 6,192,700**	**$ 7,095,825**	**$ 903,125**	**15%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

DEBT SERVICE FUND EXPENDITURES

Description	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
BOND PRINCIPAL PAYMENTS	$ 2,315,000	$ 2,935,000	$ 3,195,000	$ 3,195,000	$ 3,350,000	$ 155,000	5%
PRINCIPAL PAYMENT-LADDER TRUCK	-	-	-	-	-	-	-
PRINCIPAL PAYMENT-TAX NOTE	410,000	225,000	230,000	230,000	230,000	-	0%
BOND INTEREST PAYMENTS	1,371,923	1,521,711	2,798,525	2,798,525	3,498,035	699,510	25%
INTEREST PAYMENT-LADDER TRUCK	-	-	-	-	-	-	-
INTEREST PAYMENT-TAX NOTE	19,110	14,665	11,480	11,480	8,260	(3,220)	-28%
ARBITRAGE EXPENSES	6,000	7,000	10,000	10,000	10,000	-	0%
DEBT ISSUANCE COST	-	-	-	-	-	-	-
ISSUER CONTRIBUTION/DEBT			-	-	-	-	-
OTHER FIN USES-REFUNDING	-	-	-	-	-	-	-
PAYING AGENT FEES	1,481	1,914	7,000	7,000	7,000	-	0%
ADVERTISING LEGAL	-	-	-	-	-	-	-
TOTALS	**$ 4,123,514**	**$ 4,705,291**	**$ 6,252,005**	**$ 6,252,005**	**$ 7,103,295**	**$ 851,290**	**14%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

ENTERPRISE FUND REVENUES

Description	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
TSF FR DR UT FD-REIM SAL/OPER	$ 91,130	$ 99,045	$ 101,110	$ 101,110	$ 123,600	$ 22,490	22%
TSF FR DR UT FD-REIM GLTD	0	0	0	0	0	-	-
TSF FR W/WW ESCROW FUND	1,032,936	28,103	290,000	290,000	451,000	161,000	56%
BOND PROCEEDS	0	0	0	0	3,000,000	3,000,000	-
DEVELOPER CONTRIBUTED ASSETS	0	0	0	0	0	-	-
GAIN/LOSS ON SALE OF ASSETS	0	0	0	0	0	-	-
WATER SALES	6,109,005	7,275,120	5,569,850	5,569,850	5,291,360	(278,490)	-5%
WASTEWATER SERVICE	3,003,877	3,239,876	3,110,255	3,110,255	3,576,795	466,540	15%
WATER TAP FEES	28,490	32,255	33,000	33,000	22,150	(10,850)	-33%
WASTEWATER TAP FEES	9,950	7,875	8,000	8,000	6,560	(1,440)	-18%
WASTEWATER SURCHARGE	1,559,642	1,770,564	1,500,000	1,500,000	1,677,000	177,000	12%
WATER IMPACT FEES	0	0	0	0	0	-	-
WASTEWATER IMPACT FEES	0	0	0	0	0	-	-
PENALTIES	90,214	120,533	127,440	127,440	190,225	62,785	49%
GRANT ASSISTANCE	3,546	59,103	895,500	895,500	0	(895,500)	-100%
ARPA - SLFRF	0	0	0	0		-	-
DEVELOPER CONTRIBUTIONS	0	0	0	0	0	-	-
OTHER INCOME	55,414	49,640	71,575	71,575	53,000	(18,575)	-26%
SALE OF AUTOS/EQUIPMENT	3,960	0	0	0	0	-	-
AMORTIZATION OF GAIN ON BONDS	0	0	0	0	0	-	-
INT ON INVESTMENTS	3,810	64,707	85,200	85,200	420,000	334,800	393%
	0	0	0	0	0	-	-
USE OF FB - CAPITAL PROJECTS	0	0	0	0	0	-	-
USE OF FB - SPECIAL REQUESTS	0	0	0	0	0	-	-
	$ 11,991,974	**$ 12,746,821**	**$ 11,791,930**	**$ 11,791,930**	**$ 14,811,690**	**$ 3,019,760**	**26%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

WATER & WASTEWATER

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	AODPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
SALARIES	$ 998,770	$ 1,047,802	$ 1,128,885	$ 1,128,885	$ 1,286,185	$ 157,300	14%
COMPENSATED ABSENCES	(1,152)	(9,744)	-	-	-	-	-
SALARIES-TEMPORARY PART TIME	5,210	-	8,955	8,955	8,955	-	0%
OVERTIME	74,882	48,727	50,165	50,165	55,180	5,015	10%
SOCIAL SECURITY & MEDICARE	78,765	80,749	90,885	90,885	103,300	12,415	14%
TMRS RETIREMENT	229,352	233,388	255,185	255,185	286,710	31,525	12%
INSURANCE-EMPLOYEES HEALTH	172,102	161,775	212,320	212,320	187,465	(24,855)	-12%
FSA ADMINISTRATION FEES	357	320	300	300	180	(120)	-40%
INSURANCE-WORKERS' COMP	9,216	16,426	21,735	21,735	18,470	(3,265)	-15%
UNIFORMS	4,046	8,335	7,700	7,700	7,700	-	0%
DATA PROCESSING EXPENSES	10,601	12,216	29,525	29,525	39,975	10,450	35%
OFFICE SUPPLIES & EXPENSES	7,589	6,829	10,000	10,000	10,000	-	0%
SPOILS DISPOSAL	420	2,615	5,000	5,000	5,000	-	0%
WATER SYS MAINT & SUPP	159,539	139,850	140,000	140,000	140,000	-	0%
MAINTENANCE ON MACHINES	1,857	1,646	5,000	5,000	5,000	-	0%
WASTEWATER SYS MAINT & SUPP	26,327	32,223	45,800	45,800	45,800	-	0%
WATER METERS & SUPPLIES	40,338	109,245	60,000	60,000	60,000	-	0%
BAD DEBTS	(3,901)	47,434	-	-	-	-	-
CONTRACT SERVICES-BILLING	45,269	43,950	44,785	44,785	56,000	11,215	25%
CONTRACT SERVICES-JANITORIAL	1,506	2,035	2,255	2,255	2,640	385	17%
CONTRACT SERVICES - MISC	2,861	18,952	3,600	3,600	3,900	300	8%
COLLECTION AGENCY FEES	1,483	265	2,400	2,400	2,400	-	0%
ARBITRAGE EXPENSE	4,500	-	4,500	4,500	4,500	-	0%
PHYSICALS	220	2,569	400	400	400	-	0%
BOND PRINCIPAL PAYMENTS	-	-	150,000	150,000	155,000	5,000	3%
BOND INTEREST PAYMENTS	24,171	20,006	15,645	15,645	12,675	(2,970)	-19%
PAYING AGENT FEES	-	-	5,000	5,000	2,500	(2,500)	-50%
DUES & SUBSCRIPTIONS	21,875	21,838	21,000	21,000	21,000	-	0%
MEETING EXPENSES	-	-	-	-	-	-	-
EDUCATIONAL TRAINING/TRAVEL	9,609	12,521	6,500	6,500	15,000	8,500	131%
ENGINEERING FEES	80,528	88,155	70,400	70,400	70,400	-	0%
UTILITIES	33,834	14,297	15,700	15,700	15,000	(700)	-4%
POWER TO PUMPS	77,424	75,623	100,000	100,000	100,000	-	0%
INSURANCE-GEN LIABILITY/AUTO	20,964	21,778	22,995	22,995	25,640	2,645	12%
WATER-FORT WORTH	3,094,816	3,519,538	3,240,100	3,240,100	3,078,095	(162,005)	-5%
WASTEWATER SERVICE-FORT WORTH	3,365,408	3,412,821	3,459,340	3,459,340	3,978,240	518,900	15%
WASTEWATER TESTING	792	1,693	5,000	5,000	5,000	-	0%
WATER TESTING	12,168	12,868	25,000	25,000	25,000	-	0%
TELEPHONE EXPENSES	17,613	6,833	8,500	8,500	8,500	-	0%
METER READING - CELLULAR	52,533	81,601	80,705	80,705	85,200	4,495	6%
CAPITAL OUTLAY/SPECIAL REQUEST	-	-	654,135	1,536,305	197,000	(457,135)	-70%
Non Capital Outlay	33,074	61,736	-	-	-	-	-
COVID-19 EXPENSE	264	-	-	-	-	-	-
EF CAPITAL PROJECTS	12,435	20,771	2,272,160	2,272,160	3,725,000	1,452,840	64%
TOTAL OPERATING	**$ 8,727,661**	**$ 9,379,685**	**$ 12,281,575**	**$ 13,163,745**	**$ 13,849,010**	**$ 1,567,435**	13%
CDBG PROJECT ASSISTANCE	$ -	$ -	$ -	$ -	$ -	$ -	-
TSF TO GEN FD-CAPITAL	-	-	-	-	-	-	-
TSF TO GEN FD-REIM FLEET MAINT	62,840	66,135	67,550	67,550	66,530	(1,020)	-2%
TSF TO GEN FD-REIM OPERATING	653,590	733,445	817,575	817,575	1,008,860	191,285	23%
TSF TO W/WW ESCROW FUND	45,830	66,870	26,340	26,340	36,215	9,875	37%
TOTAL TRANSFERS	**$ 762,260**	**$ 866,450**	**$ 911,465**	**$ 911,465**	**$ 1,111,605**	**$ 200,140**	22%
TOTAL	**$ 9,489,921**	**$ 10,246,135**	**$ 13,193,040**	**$ 14,075,210**	**$ 14,960,615**	**$ 1,767,575**	13%
						$1,767,575	
Salary and Benefits	1,567,502	1,579,443	1,768,430	1,768,430	1,946,445	178,015	10%
Operating	630,255	765,370	716,765	716,765	754,055	37,290	5%
Debt Payments	24,171	20,006	170,645	170,645	170,175	(470)	0%
Water Purchase from Fort Worth	3,094,816	3,519,538	3,240,100	3,240,100	3,078,095	(162,005)	-5%
Wastewater Service from Fort Worth	3,365,408	3,412,821	3,459,340	3,459,340	3,978,240	518,900	15%
Transfers to Other Funds	762,260	866,450	911,465	911,465	1,111,605	200,140	22%
Capital Outlay/Capital Projects	45,509	82,507	2,926,295	3,808,465	3,922,000	995,705	34%
	9,489,921	10,246,135	13,193,040	14,075,210	14,960,615	1,767,575	13%

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

CAPITAL PROJECTS FUND REVENUES

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
CO PROCEEDS	-					-	-
GO PROCEEDS	8,435,000	22,260,000	16,950,000	16,950,000	-	(16,950,000)	-100%
BOND PREMIUM	751,487	1,721,952				-	-
GRANT ASSISTANCE						-	-
LONGHN RD REIMBRSMT-TAR CTY						-	-
TAX NOTE PROCEEDS	-	-	-	-	-	-	-
BB ROAD REIM. - TAR. COUNTY	5,094,996	582,257	-	2,788,210	335,000	335,000	-
BB ROAD DEVELOPER CONTRIBUTION						-	-
INT ON INVESTMENTS	43	614			3,600	3,600	-
INT ON INVESTMENTS-00 CO	288	55,104	42,000	42,000	-	(42,000)	-100%
INT ON INVESTMENTS-TC FUNDS	232	2,949			3,200	3,200	-
INT ON INVESTMENTS-21 GO					6,000	6,000	-
INT ON INVESTMENTS - 22 GO		134,209	96,000	96,000	720,000	624,000	650%
INTEREST INCOME - TC BAILEY BOSWELL						-	-
INT ON INVESTMENTS-23 GO	-	-	-	-	50,000	50,000	-
INT ON INVESTMENTS-15 GO	-	-	-	-	-	-	-
INT ON INVESTMENTS-17 GO	1,197	-	-	-	-	-	-
TSF FR GENERAL FUND - WESTER CENTER/156						-	-
INT ON INVESTMENTS-19 TAX NOTE	3	-	-	-	-	-	-
INT ON INVESTMENTS-20 CO	9,237	64,164	-	-	36,000	36,000	-
TSF FR GENERAL FUND	2,600,000	-	-	-	-	-	-
TSF FR ESCROW FUND - ODR ESCROW	-	-	1,380,750	1,380,750	-	(1,380,750)	-100%
TSF FR ESCROW FUND - GAS PROCEEDS	-	-	-	-	-	-	-
TSF FR GENERAL FUND - CITY HALL						-	-
TSF FR COURT SEC - CITY HALL						-	-
TSF FR ENTERPRISE FD - CITY HALL FURNISHINGS						-	-
TSF FR ENTERPRISE FD - W/WW PROJECTS						-	-
TSF FR DRAINAGE FD - PROJECTS	-	-	-	-	-	-	-
TSF FR BEAUTIFICATION - CITY HALL LANDSCAPE						-	-
TSF FR DONATIONS - PARKS	-	-	-	-	-	-	-
						-	-
Use of Fund Balance	-	-	-	-	-	-	-
	16,892,484	**24,821,249**	**18,468,750**	**21,256,960**	**1,153,800**	**$ (17,314,950)**	**-94%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

CAPITAL PROJECTS FUND EXPENDITURES

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
NON CAPITAL OUTLAY	-					-	-
BOND SALE EXPENSES	-	281,952	-	-	-	-	-
TAX NOTE SALE EXPENSES	-	-	-	-	-	-	-
BB RD. RECON. - PH 2	-	-	-	-	-	-	-
BB RD. RECON. - PH 3	-	-	-	-	-	-	-
BB RD. RECON. - OVERPASS	3,297,239	-	-	-	-	-	-
BB RD. RECON. - OVERPASS	7,721,192	1,147,201		18,905		-	-
W MCLEROY BLVD	-	-	-	318,000	-	-	-
POLICE DEPT PARKING LOT	-	-	-	-	-	-	-
DREAM PLAY PLAYGROUND	-	-	-	-	-	-	-
STREET/SIDEWALK IMPROVEMENTS	9,205					-	-
LAND	3	-	-	-	-	-	-
OLD DECATUR RD	62,250	38,748	544,250	545,500	-	(544,250)	-100%
OLD DECATUR RD			1,380,750	1,380,750	-	(1,380,750)	-100%
KNOWLES DR	581,970	450,702	65,000	501,210	-	(65,000)	-100%
CENTRAL FIRE STATION	2,820,453	6,545,078	4,722,915	4,771,235	-	(4,722,915)	-100%
SIDEWALK & ADA IMPROVEMENTS	179,008	66,500	166,000	754,490	-	(166,000)	-100%
W.J. BOAZ/ODR INTERSECTION	841,744	39,573	-	-	-	-	-
TRANSFER TO GENERAL FUND				112,605		-	-
BLUE MOUND/INDUSTRIAL IMPRV	6,300	-	493,700	493,700	-	(493,700)	-100%
KNOWLES/BB SIGNAL	136,770	196,441	-	-	-	-	-
BOND SALE EXPENSES	186,487	-	-	-	-	-	-
KNOWLES DR		2,515,544	3,800,000	4,284,455	-	(3,800,000)	-100%
LIBRARY		731,228	720,000	768,770	-	(720,000)	-100%
SENIOR CENTER		344,107	420,000	355,895	-	(420,000)	-100%
LIBRARY		-	17,200,000	17,200,000	-	(17,200,000)	-100%
SENIOR CENTER			6,500,000	6,500,000	-	(6,500,000)	-100%
KNOWLES DR			5,850,000	5,850,000	8,371,270	2,521,270	43%
PARKS PROJECTS			677,000	1,039,000	-	(677,000)	-100%
BOND SALE EXPENSES							
TOTALS	**$ 15,842,620**	**$ 12,357,074**	**$ 42,539,615**	**$ 44,894,515**	**$ 8,371,270**	**$ (34,168,345)**	**-80%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

CCPD FUND REVENUES

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
STATE SALES TAX	$ 1,618,874	$ 1,732,282	$ 1,632,000	$ 1,632,000	$ 1,807,485	$ 175,485	11%
GAIN/LOSS ON ASSET	0	0	0	0	0	-	-
GRANT ASSISTANCE	1,290	3,146	2,500	2,500	-	(2,500)	-100%
OTHER INCOME	0	0	0	0	0	-	-
INT ON INVESTMENTS	172	7,180	9,000	9,000	36,000	27,000	300%
USE OF RESERVES	-	-	-	-	-	-	-
TOTALS	**$ 1,620,336**	**$ 1,742,608**	**$ 1,643,500**	**$ 1,643,500**	**$ 1,843,485**	**$ 199,985**	**12%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

CCPD FUND EXPENDITURES

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
TSF TO GEN FD-REIM SAL/OPER	$ 1,034,065	$ 1,080,395	$ 1,191,825	$ 1,191,825	$ 1,328,845	$ 137,020	11%
UNIFORMS	10,761	1,124	13,010	13,010	14,650	1,640	13%
DATA PROCESSING EXPENSES	48,072	39,360	52,800	52,800	64,450	11,650	22%
BOOKS	4,202	4,471	4,550	4,550	5,250	700	15%
OFFICER SUPPLIES & EQUIPMENT	301	-	77,810	119,875	78,000	190	0%
INVESTGTR SUPPLIES & EQUIPMENT	156	-	1,000	1,000	1,000	-	0%
CRM PREV SUPPLIES & EQUIPMENT	1,667	709	2,000	2,000	6,000	4,000	200%
MAINTENANCE & REPAIRS	-	-	-	-	-	-	-
CONTRACT SERVICES	-	-	-	-	-	-	-
EDUCATIONAL TRAINING/TRAVEL	6,504	5,022	13,500	19,080	13,500	-	0%
CAPITAL OUTLAY/SPECIAL REQUEST	176,444	7,815	773,295	1,053,410	374,700	(398,595)	-52%
Non Capital Outlay	13,047	7,899	-	-	-	-	-
TOTALS	**$ 1,295,219**	**$ 1,146,795**	**$ 2,129,790**	**$ 2,457,550**	**$ 1,886,395**	**$ (243,395)**	**-11%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

POLICE EXPENDABLE FUND

	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE (DECREASE)	% INCREASE (DECREASE
REVENUES							
CONFISCATED PROPERTY	$ 2,480	$ -	$ -	$ -	$ -	$ -	-
ASSET FORFEITURE	1,201	7,295	-	-	-	-	-
INT ON INVESTMENTS	8	135	-	-	350	350	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
Total Revenues	**$ 3,689**	**$ 7,430**	**$ -**	**$ -**	**$ 350**	**$ 350**	**-**
EXPENDITURES							
SUPPLIES		$ -	$ 10,000	$ 10,000	$ 10,000	$ -	0%
EDUCATIONAL TRAVEL & TRAINING			2,500	2,500	2,500	-	0%
						-	-
						-	-
						-	-
						-	-
						-	-
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ 12,500**	**$ 12,500**	**$ 12,500**	**$ -**	**0%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

DRAINAGE UTILITY FUND REVENUES

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
DRAINAGE UTILITY FEES	$ 823,078	$ 835,850	$ 990,000	$ 990,000	$ 1,020,000	$ 30,000	3%
OTHER INCOME	-	-	-	-	-	-	-
INT ON INVESTMENTS	1,283	24,115	32,400	32,400	120,000	87,600	270%
USE OF FUND BALANCE	-	-	-	-	-	-	-
TOTALS	**$ 824,361**	**$ 859,965**	**$ 1,022,400**	**$ 1,022,400**	**$ 1,140,000**	**$ 117,600**	**12%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

DRAINAGE UTILITY FUND EXPENDITURES

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
TSF TO ENT FD-REIM SAL/OPER	$ 91,130	$ 99,045	$ 101,110	$ 101,110	$ 123,600	$ 22,490	22%
TSF TO ENT FD-REIM GLTD	-	-	-	-	-	-	-
TSF TO GEN FD-REIM SAL/OPER	118,515	105,170	118,015	118,015	140,245	22,230	19%
TSF TO DEBT SERVICE FD-GLTD	-	-	-	-	-	-	-
TSF TO CAPITAL PROJECTS FUND	-	-	-	-	-	-	-
UNIFORMS	691	2,097	2,000	2,000	2,000	-	0%
SUPPLIES	42,554	24,735	45,000	45,000	50,000	5,000	11%
DISPOSAL COSTS	240	7,520	10,000	10,000	10,000	-	0%
MAINTENANCE & REPAIRS	-	-	-	-	-	-	-
CONTRACT MAINTENANCE & REPAIRS	-	-	8,000	8,000	10,000	2,000	25%
BAD DEBTS	3,793	5,123	-	-	-	-	-
EDUCATIONAL TRAINING/TRAVEL	1,119	981	1,500	1,500	6,500	5,000	333%
ENGINEERING FEES	-	195	-	-	-	-	-
PERMIT FEE	-	100	1,500	1,500	1,500	-	0%
CAPITAL OUTLAY/SPECIAL REQUEST	18,252	22,900	2,453,000	2,453,000	2,200,000	(253,000)	-10%
Non Capital Outlay	10,500	2,700				-	-
TOTALS	**$ 286,794**	**$ 270,567**	**$ 2,740,125**	**$ 2,740,125**	**$ 2,543,845**	**$ (196,280)**	**-7%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

STREET MAINTENANCE FUND REVENUES

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
STATE SALES TAX	$ 556,660	$ 597,121	$ 559,765	$ 559,765	$ 633,815	$ 74,050	13%
INT ON INVESTMENTS	741	12,479	12,000	12,000	84,000	72,000	600%
	-	-	-	-	-	-	-
Use of Fund Balance	-	-	-	-	-	-	-
TOTALS	**$ 557,401**	**$ 609,600**	**$ 571,765**	**$ 571,765**	**$ 717,815**	**$ 146,050**	**26%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

STREET MAINTENANCE FUND EXPENDITURES

ACCOUNT DESCRIPTION	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE/ (DECREASE)	% INCREASE/ (DECREASE)
INDUSTRIAL STREETS	$ -	$ 17,023	$ 100,000	$ 100,000	$ 100,000	$ -	0%
RESIDENTIAL STREETS	$ -	$ -	225,000	225,000	225,000	-	0%
SOUTH STREETS	6,332	49,958	-	-	-	-	-
NORTH STREETS	-	-	-	-	-	-	-
CONTRACT MAINTENANCE & REPAIRS	16,336	4,437	60,000	60,000	60,000	-	0%
SIDEWALK REPLACEMENT	-	21,988	50,000	68,015	90,000	40,000	80%
STREET MAINTENANCE & SUPPLIES	28,915	24,159	30,000	30,000	40,000	10,000	33%
ENGINEERING FEES-NON CAPITAL		85,800	85,000	86,200	85,000	-	0%
CAPITAL OUTLAY	343,926	-	1,000,000	1,434,480	900,000	(100,000)	-10%
NON CAPITAL OUTLAY	10,092					-	-
TOTALS	**$ 405,601**	**$ 203,365**	**$ 1,550,000**	**$ 2,003,695**	**$ 1,500,000**	**$ (50,000)**	**-3%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

DONATIONS FUND

REVENUES	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE (DECREASE)	% INCREASE (DECREASE)
OTHER INCOME	$ -	$ -	$ -	$ -	$ -	$ -	-
FENCE PICKET DONATION	-	-	-	-	-	-	-
DONATIONS REVENUE	266,258	280,329	269,160	269,160	282,875	13,715	5%
VEST DONATION - Police		2,000	-	-	-	-	-
DONATIONS REVENUE - Police		213	-	-	-	-	-
DONATIONS REVENUE - Train & Grain	25,695	31,440	25,000	25,000	34,000	9,000	36%
DONATIONS REVENUE-Comm Events	-	-	-	-	15,000	15,000	-
T-SHIRT SALES	815	2,035	-	-	2,000	2,000	-
ACTIVITY FEE		107			2,000	2,000	-
INT ON INVESTMENTS			80	80	-	(80)	-100%
INT ON INVESTMENTS	157	3,263	1,235	1,235	16,205	14,970	1212%
Total Revenues	**$ 292,924**	**$ 319,387**	**$ 295,475**	**$ 295,475**	**$ 352,080**	**$ 56,605**	**19%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

DONATIONS FUND

EXPENDITURES	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE (DECREASE)	% INCREASE (DECREASE)
ANIMAL SERVICES							
ANIMAL SERVICE EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	-
SUPPLIES	-	1,803	8,000	8,000	8,000	-	0%
CAPITAL OUTLAY/SPECIAL REQUEST	5,239	-	-	-	-	-	-
Animal Services	**$ 5,239**	**$ 1,803**	**$ 8,000**	**$ 8,000**	**$ 8,000**	**$ -**	**0%**
PARKS							
TSF TO CAPITAL PROJECTS FUND	$ -	$ -	$ -	$ -	$ -	$ -	-
SUPPLIES	150	270	-	-	-	-	-
MAINTENANCE & REPAIRS	-	-	-	5,000	3,500	3,500	-
SPECIAL PROGRAMS	15,540	26,633	25,750	45,750	-	(25,750)	-100%
REFUNDS	-	-	-	-	-	-	-
CAPITAL OUTLAY/SPECIAL REQUEST	75,623	39,990	-	-	-	-	-
NON CAPITAL OUTLAY	24,000	26,859				-	-
Parks	**$ 115,313**	**$ 93,753**	**$ 25,750**	**$ 50,750**	**$ 3,500**	**$ (22,250)**	**-86%**
LIBRARY							
TSF TO GEN FD-REIM SALARIES	$ 16,120	$ 17,740	$ 20,575	$ 20,575	$ 10,530	$ (10,045)	-49%
DATA PROCESSING EXPENSES	3,090	9,319	12,000	12,000	12,000	-	0%
BOOKS, CD'S, DVD'S	13,773	13,830	15,000	15,000	20,000	5,000	33%
OFFICE SUPPLIES & EXPENSES	72	-	-	-	-	-	-
SUPPLIES	4,104	3,394	11,000	11,000	11,000	-	0%
CONTRACT SERVICES	3,701	8,910	10,000	10,000	10,000	-	0%
DUES & SUBSCRIPTIONS	925	1,254	1,000	1,000	1,000	-	0%
EDUCATIONAL TRAINING/TRAVEL	-	-	-	-	1,500	1,500	-
CAPITAL OUTLAY/SPECIAL REQUEST	-	-	-	-	-	-	-
Library	**$ 41,786**	**$ 54,447**	**$ 69,575**	**$ 69,575**	**$ 66,030**	**$ (3,545)**	**-5%**
BEAUTIFICATION							
SUPPLIES	$ 1,442	$ 2,465	$ 10,000	$ 10,000	$ 10,000	$ -	0%
MAINTENANCE & REPAIRS	-	-	-	-	-	-	-
CONTRACT SERVICES	55,078	38,370	59,250	59,250	59,250	-	0%
CAPITAL OUTLAY/SPECIAL REQUEST	50,808	15,558	25,000	25,000	25,000	-	0%
Beautification	**$ 107,328**	**$ 56,392**	**$ 94,250**	**$ 94,250**	**$ 94,250**	**$ -**	**0%**
SENIOR CENTER							
SUPPLIES	$ 1,066	$ 1,220	$ 4,500	$ 4,500	$ 5,000	$ 500	11%
SENIOR CENTER PROGRAMS	-	-	-	-	-	-	-
Senior Center	**$ 1,066**	**$ 1,220**	**$ 4,500**	**$ 4,500**	**$ 5,000**	**$ 500**	**11%**
POLICE							
SUPPLIES	-	-	2,420	2,420	2,420	-	0%
Police	**$ -**	**$ -**	**$ 2,420**	**$ 2,420**	**$ 2,420**	**$ -**	**0%**
FIRE							
SUPPLIES	2,988	11,111	14,000	14,000	20,000	$ 6,000	43%
EDUCATIONAL TRAINING/TRAVEL	-	-	-	-	-	-	-
Fire	**$ 2,988**	**$ 11,111**	**$ 14,000**	**$ 14,000**	**$ 20,000**	**$ 6,000**	**43%**
TRAIN & GRAIN FESTIVAL							
SUPPLIES	11,548	28,933	25,000	25,000	30,000	5,000	20%
Train & Grain Festival	**$ 11,548**	**$ 28,933**	**$ 25,000**	**$ 25,000**	**$ 30,000**	**$ 5,000**	**20%**
COMMUNITY EVENTS							
SUPPLIES	-	-	-	-	15,000	15,000	-
Community Events	**$ -**	**$ -**	**$ -**	**$ -**	**$ 15,000**	**$ 15,000**	**-**
TOTAL EXPENDITURES	**$ 285,267**	**$ 247,658**	**$ 243,495**	**$ 268,495**	**$ 244,200**	**$ (14,295)**	**-6%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

GENERAL ESCROW FUND

REVENUES	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE (DECREASE)	% INCREASE (DECREASE)
HOTEL/MOTEL TAX - 15%	$ 12,439	$ 18,714	$ 13,680	$ 13,680	$ 13,750	$ 70	1%
INTEREST ON INVESTMENTS	13	262	100	100	840	740	740%
HOTEL/MOTEL TAX - 85%	70,485	82,002	77,520	77,520	77,930	410	1%
INTEREST ON INVESTMENTS	68	1,381	565	565	7,200	6,635	1174%
COURT TECHNOLOGY FEES	11,372	10,212	11,025	11,025	8,800	(2,225)	-20%
OTHER INCOME	-	-	-	-	-	-	-
INTEREST ON INVESTMENTS	2	98	40	40	60	20	50%
COURT SECURITY FEES	13,021	12,025	12,840	12,840	10,375	(2,465)	-19%
INTEREST ON INVESTMENTS	58	902	410	410	4,800	4,390	1071%
INTEREST INCOME-SPRING CREEK ESCF	43	618	275	275	3,300	3,025	1100%
INTEREST (MUNICIPAL PROPERTY)	-	-	-	-	-	-	-
GAS PRODUCTION PROCEEDS	-	-	-	-	-	-	-
INTEREST ON INVESTMENTS	0	1	-	-	-	-	-
DONATIONS-TRAIN & GRAIN	-	-	-	-	-	-	-
INTEREST ON INVESTMENTS	-	-	-	-	-	-	-
M COURT JURY FEES	237	230	240	240	200	(40)	-17%
INTEREST EARNINGS	0	3	-	-	60	60	-
INTEREST EARNINGS	19	569	205	205	5,100	4,895	2388%
INTEREST (MCLEROY TURN LANE)	40	585	265	265	3,120	2,855	1077%
INSURANCE CLAIMS	216,266	142,250	50,000	50,000	86,365	36,365	73%
INTEREST (INSURANCE)	61	1,373	540	540	4,200	3,660	678%
INTEREST (EQUIPMENT REPLACEMENT)	33	1,055	375	375	6,600	6,225	1660%
INTEREST (HIGHLANDS RD)	-	-	-	-	-	-	-
OTHER INCOME-INDUSTRIAL BLVD	-	-	-	-	-	-	-
INTEREST ON INVESTMENTS INDSTRL	89	1,295	575	575	7,200	6,625	1152%
OTHER INCOME-OLD DECATUR RD	163,875	-	533,380	533,380	-	(533,380)	-100%
INTEREST ON INVESTMENTS ODR	325	5,215	2,340	2,340	-	(2,340)	-100%
PID REIMB DEPOSIT	50,000	-	-	-	-	-	-
INTEREST ON INVESTMENTS PID	11	-	-	-	-	-	-
PID REIMB DEPOSIT - BELTMILL	50,000	78,534	-	-	-	-	-
INTEREST ON INVESTMENTS PID	7	2	-	-	-	-	-
OTHER INCOME - UCD MEDIAN CUT	92,693	61,603	-	-	-	-	-
INTEREST ON INVESTMENTS	11	8	-	-	-	-	-
OTHER INCOME - BLUE MOUND/INDUST	10,300					-	-
INTEREST ON INVESTMENTS	1	25	-	-	-	-	-
INTEREST ON INVESTMENTS(INSUR SBL2	4	1,276	495	495	4,800	4,305	870%
OTHER INCOME - MCLEROY SIDEWALKS		25,042	-	-	-	-	-
INTEREST ON INVESTMENTS		150	75	75	840	765	1020%
OTHER INCOME - KNOWLES SIDEWALKS		18,892	-	-	-	-	-
INTEREST ON INVESTMENTS		114	50	50	600	550	1100%
OTHER INCOME-OPIOD ABATEMENT						-	-
INTEREST ON INVESTMENTS					300	300	-
TSF FROM GENERAL FUND	274,681	232,150	73,480	73,480	102,945	29,465	40%
USE OF ESCROW BAL - BB	-	-	-	-	-	-	-
USE OF ESCROW BAL - COURT TECH	-	-	-	-	-	-	-
USE OF ESCROW BAL - GAS PROD	-	-	-	-	-	-	-
USE OF ESCROW BAL - INSURANCE	-	-	-	-	-	-	-
USE OF ESCROW BAL-H/M CHAMBER						-	-
USE OF ESCROW BAL-HIGHLANDS RD	-	-	-	-	-	-	-
Total Revenues	**$ 966,153**	**$ 696,583**	**$ 778,475**	**$ 778,475**	**$ 349,385**	**$ (429,090)**	**-55%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

GENERAL ESCROW FUND

	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE (DECREASE)	% INCREASE (DECREASE)
EXPENDITURES							
HOTEL/MOTEL TAX - 15%							
ENTERTAINMENT EXPENSE	$ 11,000	$ 1,690	$ 10,000	$ 22,335	$ 10,000	$ -	0%
HOTEL/MOTEL TAX - 85%							
CONTRACT SERVICES	$ 30,000	$ 30,450	$ 30,000	$ 30,000	$ 30,000	$ -	0%
CHAMBER OF COMMERCE AGRMNT	-	-	-	-	-	-	-
CAPITAL OUTLAY/SPECIAL REQUEST	-	9,532	10,000	10,000	10,000	-	0%
Hotel/Motel Tax - Chamber	**$ 30,000**	**$ 39,982**	**$ 40,000**	**$ 40,000**	**$ 40,000**	**$ -**	**0%**
COURT TECHNOLOGY							
DATA PROCESSING EXPENSES	$ 405	$ -	$ -	$ -	$ -	$ -	-
OFFICE SUPPLIES & EXPENSES	-	-	500	500	500	-	0%
OFFICER SUPPLIES AND EQUIPMENT	-	-	-	-	-	-	-
MAINTENANCE AND REPAIRS	-	-	-	-	-	-	-
CAPITAL OUTLAY/SPECIAL REQUEST	-	6,986	16,500	16,500	3,000	(13,500)	-82%
Court Technology	**$ 405**	**$ 6,986**	**$ 17,000**	**$ 17,000**	**$ 3,500**	**$ (13,500)**	**-79%**
COURT SECURITY							
TSF TO GEN FD-REIM SALARIES	$ 7,404	$ 8,893	$ 5,200	$ 5,200	$ 9,500	$ 4,300	83%
Court Security	**$ 7,404**	**$ 8,893**	**$ 5,200**	**$ 5,200**	**$ 9,500**	**$ 4,300**	**83%**
INSURANCE DEDUCTIBLE							
MAINTENANCE AND REPAIRS	$ 123,496	$ 212,817	$ 50,000	$ 50,000	$ 80,000	$ 30,000	60%
INSURANCE DEDUCTIBLES	-	-	5,000	5,000	6,000	1,000	20%
LEGAL SETTLEMENTS	-	-	-	-	-	-	-
CAPITAL OUTLAY/SPECIAL REQUEST	-	26,975	20,000	27,375	-	(20,000)	-100%
Insurance Deductible	**$ 123,496**	**$ 239,792**	**$ 75,000**	**$ 82,375**	**$ 86,000**	**$ 11,000**	**15%**
FUTURE HIGHLANDS RD ESCROW							
CAPITAL OUTLAY/SPECIAL REQUEST	$ -	$ -	$ -	$ -	$ -	$ -	-
Highlands Road	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
WESTERN CENTER PID							
REFUNDS	$ 7,066	$ -	$ -	$ -	$ -	$ -	-
TSF TO GENERAL FUND	$ 42,945	$ -	$ -	$ -	$ -	-	-
	$ 50,011	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
BELTMILL PID							
REFUNDS		$ 144	**$ -**	**$ -**	**$ -**	$ -	-
TSF TO GENERAL FUND	21,034	107,365	-	-	-	-	-
	$ 21,034	**$ 107,510**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
UCD/TXDOT ESCROW							
CAPITAL OUTLAY/SPECIAL REQUEST	$ -	$ 154,295	$ -	$ -	$ -	$ -	-
	$ -	**$ 154,295**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
OLD DECATUR ROAD ESCROW							
Transfer to Capital Projects Fund	0	0	1,380,750	1,380,750	0	$ (1,380,750)	-100%
Old Decatur Road	**$ -**	**$ -**	**$ 1,380,750**	**$ 1,380,750**	**$ -**	**$ (1,380,750)**	**-100%**
BLUE MOUND/INDUSTRIAL IMPRV							
CAPITAL OUTLAY/SPECIAL REQUEST	$ 6,300	$ -	$ -	$ 4,025	$ -	$ -	-
	0	0	0	0	0	-	-
Blue Mound Rd/Industrial Imprv	**$ 6,300**	**$ -**	**$ -**	**$ 4,025**	**$ -**	**$ -**	**-**
TOTAL EXPENDITURES	**$ 249,651**	**$ 559,148**	**$ 1,527,950**	**$ 1,551,685**	**$ 149,000**	**$ (1,378,950)**	**-90%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

WATER/WASTEWATER ESCROW FUND

REVENUES	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE (DECREASE)	% INCREASE (DECREASE)
WATER IMPACT FEES	$ 4,994	$ -	$ -	$ -	$ -	$ -	-
INTEREST ON INVESTMENTS	1,017	6,908	-	-	24,000	24,000	-
WASTEWATER IMPACT FEES	-	-	-	-	-	-	-
INTEREST ON INVESTMENTS	1	8	-	-	50	50	-
INTEREST (EQUIP REPL)	19	501	170	170	3,600	3,430	2018%
INTEREST (INSUR STABILIZATION)	1	204	60	60	1,800	1,740	2900%
TSF FROM ENTERPRISE FUND	45,830	66,870	26,340	26,340	36,215	9,875	37%
USE OF ESCROW RESERVE - WATER	-	-	-	-	-	-	-
USE OF ESCROW RESERVE - WW						-	-
Total Revenues	**$ 51,862**	**$ 74,490**	**$ 26,570**	**$ 26,570**	**$ 65,665**	**$ 39,095**	**147%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

WATER/WASTEWATER ESCROW FUND

	YEAR-END ACTUAL 2020-2021	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE (DECREASE)	% INCREASE (DECREASE)
EXPENDITURES							
ENGINEERING FEES - NON CAPITAL	$ 2,325	$ -	$ -	$ -	$ -	$ -	-
TRANSFER TO EF FOR W PROJECTS	1,032,936	28,103	290,000	290,000	451,000	161,000	56%
ENGINEERING FEES - NON CAPITAL	-	-	-	-	-	-	-
REFUNDS - WW IMPACT FEES						-	-
TRANSFER TO EF FOR WW PROJECTS	-	-	-	-	-	-	-
TRANSFER TO EF FOR W PROJECTS	-	-	-	-	-	-	-
TRANSFER TO EF FOR WW PROJECTS	-	-	-	-	-	-	-
						-	-
TOTAL EXPENDITURES	**$ 1,035,261**	**$ 28,103**	**$ 290,000**	**$ 290,000**	**$ 451,000**	**$ 161,000**	**56%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

PID FUND

REVENUES	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE (DECREASE)	% INCREASE (DECREASE)
PID ASSESSMENT COMMERCIAL	$ 6,226	$ 187,125	$ 187,125	$ 88,215	$ (98,910)	-53%
PID ASSESSMENT MULTI FAMILY	16,910	239,375	239,375	239,595	220	0%
PID ASSESSMENT SINGLE FAMILY	11,864	68,955	68,955	168,100	99,145	144%
INTEREST ON INVESTMENTS	190	2,640	2,640	20,400	17,760	673%
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
					-	-
Total Revenues	**$ 35,190**	**$ 498,095**	**$ 498,095**	**$ 516,310**	**$ 18,215**	**4%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

PID FUND

	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE (DECREASE)	% INCREASE (DECREASE)
EXPENDITURES						
CONTRACT SERVICES	$ 12,445	$ 18,000	$ 18,000	$ 18,960	$ 960	5%
	-	-	-	-	-	-
	-	-	-	-	-	-
	-				-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
					-	-
TOTAL EXPENDITURES	**$ 12,445**	**$ 18,000**	**$ 18,000**	**$ 18,960**	**$ 960**	**5%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

TIRZ FUND

REVENUES	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE (DECREASE)	% INCREASE (DECREASE)
AD VALOREM TAX - CITY	$ -	$ 7,090	$ 7,090	$ 58,705	$ 51,615	728%
AD VALOREM TAX - TARRANT COUNTY	-	3,160	3,160	26,365	23,205	734%
AD VALOREM TAX - TC COLLEGE	-	1,795	1,795	15,320	13,525	753%
INTEREST ON INVESTMENTS	-	120	120	240	120	100%
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
					-	-
Total Revenues	**$ -**	**$ 12,165**	**$ 12,165**	**$ 100,630**	**$ 88,465**	**727%**

CITY OF SAGINAW
BUDGET DETAIL
2023-2024

TIRZ FUND

	YEAR-END ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	REVISED BUDGET 2022-2023	PROPOSED BUDGET 2023-2024	$ INCREASE (DECREASE)	% INCREASE (DECREASE)
EXPENDITURES						
CONTRACT SERVICES	$ -	$ -	$ -	$ 30,000	$ 30,000	-
	-	-	-	-	-	-
	-	-	-	-	-	-
					-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
					-	-
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ -**	**$ 30,000**	**$ 30,000**	**-**

CITY OF SAGINAW
CHANGES TO PROPOSED BUDGET
FISCAL YEAR 23/24

PROPOSED GENERAL FUND REVENUES		$	21,906,275
PROPOSED GENERAL FUND EXPENDITURES		$	22,610,610
Alternate Crisis Mgt Training			(15,000)
Reduce funding for cust serv app			(10,000)
Donation funding for trees			(10,000)
Revised Expenditure Estimate			22,575,610
PROPOSED DONATIONS FUND REVENUES		$	352,080
PROPOSED DONATIONS FUND EXPENDITURES		$	244,200
Beautification funding for trees			5,000
Parks funding for trees			5,000
			254,200
PROPOSED CCPD REVENUES		$	1,843,485
PROPOSED CCPD EXPENDITURES		$	1,886,395
Flock camera system			-
14 cams	64,850		
20 cams	90,500		
			-
			1,886,395

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action to ratify the property tax rate increase reflected in the Fiscal Year 2023/2024 Budget--Gabe Reaume, City Manager & Kim Quin, Finance Director

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Public Hearings	Item: D

Reference File

BACKGROUND/DISCUSSION:

This item is required by law since the fiscal year 2023/2024 budget includes a property tax increase.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends ratifying the property tax increase included in the Fiscal Year 2023/2024 Proposed Budget.

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding Ordinance No. 2023-22, Adopting and Setting the Property Tax Rate for the 2023 Tax Year--Gabe Reaume, City Manager & Kim Quin, Finance Director

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Public Hearings	Item: E

Reference File

BACKGROUND/DISCUSSION:

Ordinance No. 2023-22 sets the tax rate at 49.8769 cents (I&S at 23.4810 and M&O at 26.3959). This rate is reflected in the Fiscal Year 2023/2024 Proposed Budget. The required public hearing and notices have been published and held.

FINANCIAL IMPACT:

Collection of property taxes at the adopted rate is a primary funding source for the General Fund and Debt Service Fund budgets.

RECOMMENDATION:

Staff Recommends adopting a property tax rate of 49.8769 cents to fund the Fiscal Year 2023/2024 Budget.

THE MOTION MUST BE STATED AS:
I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF 0.498769, WHICH IS EFFECTIVELY A 8.60 PERCENT INCREASE IN THE TAX RATE.

CITY OF SAGINAW
ORDINANCE NO. 2023-22

AN ORDINANCE LEVYING TAXES FOR THE USE AND SUPPORT OF THE CITY OF SAGINAW, TEXAS MUNICIPAL GOVERNMENT, AND PROVIDING FOR THE BOND AND INTEREST RETIREMENT FUNDS OF ALL OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY, FOR THE TAX YEAR 2023; APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSE AS STATED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Saginaw, Texas, has done and performed all statutory requirements precedent to the setting of the City's tax rate for 2023; including the holding of all required public hearings, if required, after due notice, now, therefore:

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

Section 1. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Saginaw, Texas, and to provide an interest and sinking fund for the retirement of each series of outstanding general obligation bonds of the City of Saginaw, Texas, upon all property, real, personal and mixed, within the corporate limits of the City of Saginaw, Texas, subject to taxation, a tax of FORTY-NINE AND EIGHT THOUSAND SEVEN HUNDRED SIXTY-NINE TEN THOUSANDTHS CENTS (49.8769) on each ONE HUNDRED DOLLARS ($100.00) valuation of property for the tax year 2023. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE RATE WILL EFFECTIVELY BE RAISED BY 6.54 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY -$9.20. Said tax being so levied and apportioned for the purposes hereinafter set forth, to-wit:

(a) For Interest and Sinking Funds of the City of Saginaw, Texas, for payment of the principal as it matures and interest as it accrues upon all outstanding General Obligation Bonds of the City of Saginaw, Texas, a tax of TWENTY-THREE AND 4,810/10,000THS CENTS (23.4810) on each ONE HUNDRED DOLLARS ($100.00) valuation of property.

(b) For the maintenance and operation of the General Government of the City of Saginaw, Texas, (General Fund), a tax of TWENTY-SIX AND 3,959/10,000THS CENTS (26.3959) on each ONE HUNDRED DOLLARS ($100.00) valuation of property.

Section 2. All monies collected under this Ordinance are hereby appropriated and set apart for the purposes recited, and the City Manager shall cause books of account to be kept so as to readily and distinctly show amounts collected and expended and on hand at any time, in each of said funds, and it is hereby made the duty of every person collecting or receiving money for the City of Saginaw, pursuant to the supervision and direction of the City Manager, to deliver to the City and its designated officer or employee all such money so collected or received, together with a statement showing to what fund such should be deposited and from what source received. All receipts of the City of Saginaw, Texas, not specifically apportioned by this Ordinance are hereby made payable to the General Fund, unless the City Council shall by resolution or ordinance otherwise direct.

Section 3. This ordinance shall be in full force and effect immediately upon its adoption.

ADOPTED AND APPROVED this 15th day of August, 2023.

APPROVED:

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, City Attorney

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding Ordinance No. 2023-23, Water and Wastewater (Sewer) Service Rates--Gabe Reaume, City Manager & Kim Quin, Finance Director

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Public Hearings	Item: F

Reference File

BACKGROUND/DISCUSSION:

The City of Saginaw contracts with the City of Fort Worth for the purchase of water and the treatment of wastewater. The City of Fort Worth bills the City of Saginaw for water based on volume, and wastewater treatment based on strength and volume that pass through the system. The City of Fort Worth has proposed a 4.99% decrease to water rates and a 14.82% increase to wastewater rates. The Fiscal Year 2023/2024 budget includes a water rate decrease of 5% and a wastewater rate increase of 15%. Ordinance No. 2023-23 addresses the water and wastewater (sewer) rate changes reflected in the budget.

FINANCIAL IMPACT:

The changes in water and wastewater rates will affect revenues and are estimated to be adequate to fund the decreased cost of water purchases and the increased cost of wastewater treatment.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2023-23 revising the water and wastewater service rates.

CITY OF SAGINAW, TEXAS
ORDINANCE NO. 2023-23

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS AMENDING CHAPTER 98 OF THE SAGINAW CITY CODE BY REVISING WATER SERVICE RATES, SEWER SERVCIE RATES, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has established reasonable rates for the provision of water and sewer service; and

WHEREAS, due to changes in the cost of providing such services, the City Council has determined that the rates for water service must be increased and the rates for sewer service may be decreased; and

WHEREAS, the City Council has determined that the rates set forth herein are reasonable.

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

SECTION 1.

That Section 98-261 of the Saginaw City Code is hereby amended to read as follows:

Section 98-261. Water Service Rates

There are hereby fixed and established the following water rates for service from the municipal systems for each category of customer as follows:

WATER SERVICE RATES

Residential Category	$16.32	Basic Monthly Charge
	$ 5.05	per 1,000 gallons for each 1,000 gallons in excess of 2,000 gallons up to 10,000 gallons total volume
	$ 5.39	per 1,000 gallons for each 1,000 gallons in excess of 10,000 gallons total volume

Multi-Family Category	$16.32	Basic Monthly Charge per Dwelling
	$ 5.39	per 1,000 gallons for each 1,000 gallons in excess of 2,000 gallons per dwelling unit up to 8,000 gallons additional volume
	$ 6.51	per 1,000 gallons for each 1,000 gallons in excess of 8,000 gallons additional volume
Commercial/Industrial Category	$ 16.32	Basic Monthly Charge
	$ 5.39	per 1,000 gallons for each 1,000 gallons in excess of 2,000 gallons up to 10,000 gallons total volume
	$ 6.51	per 1,000 gallons for each 1,000 gallons in excess of 10,000 gallons total volume

SECTION 2.

That Section 98-262 of the Saginaw City Code is hereby amended to read as follows:

Section 98-262. Sewer Service Rates

There are hereby fixed and established the following sewer service rates for service from the municipal systems for each category of customer as follows:

SEWER SERVICE RATES

Residential Category	$22.16	Basic Monthly Charge
	$ 3.48	per 1,000 gallons for each 1,000 gallons in excess of 2,000 gallons up to 20,000 gallons max volume
Multi-Family Category	$22.16	Basic Monthly Charge per Dwelling Unit
	$ 6.05	per 1,000 gallons for each 1,000 gallons in excess of 2,000 gallons per dwelling unit, no max volume
Commerical/Industrial Non-Monitored Category	$24.33	Basic Monthly Charge
	$ 6.05	per 1,000 gallons for each 1,000 gallons in excess of 2,000 gallons , no max volume

Commercial/Industrial Monitored Category	$ 6.05	per 1,000 gallons for each 1,000 gallons in excess of 2,000 gallons, no max volume
		See attached formula in ordinance.

SECTION 3.

That Section 98-265 of the Saginaw City Code is hereby amended to read as follows:

Sec. 98-265. Computation of charges for commercial/industrial customers.

For all commercial/industrial sanitary sewer customers who are in the monitored category, monthly charges shall be computed in accordance with the following formulas and values in "Table A":

(1) Volume charge equals monthly volume in gallons/1000 times $6.05.

(2) BOD strength charge will be calculated in accordance with "Table A" (City of Fort Worth rate plus ten percent).

(3) TSS strength charge will be calculated in accordance with "Table A" (City of Fort Worth rate plus ten percent).

(4) Administrative charge equals $75 per month.

(5) The city shall perform sample collection and analysis for monitored category customers. Samples will be collected on five consecutive days, three times per year for each monitored category customer. Sample collection and analysis charges shall be charged to all monitored category customers equal to those incurred by the City for such testing.

(6) Both current City of Fort Worth BOD and TSS test values and charges may be amended and adjusted as necessary by administrative action of the City without City Council approval upon receipt of such from the City of Fort Worth under terms of the contract applicable to the same.

SECTION 4.

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

SECTION 5.

This ordinance shall be cumulative of all ordinances of the City of Saginaw, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances in which event the conflicting provisions of such ordinance are hereby repealed.

SECTION 6.

This ordinance shall become effective on October 1, 2023.

PASSED AND APPROVED this 15th day of August, 2023.

_____
Todd Flippo, Mayor

ATTEST:

_____
Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, City Attorney

"Table A"
CITY OF SAGINAW
STATEMENT
CALCULATION OF WASTEWATER CHARGES

This is the TOTAL CHARGE for Sanitary Sewer service, and is due by the 15th of each month.

Date:_____

Customer Name:_____Account #:_____

Date samples collected from_____

1. BOD Charge = $\frac{\text{volume}}{1{,}000{,}000}$ = A

2. A x BOD Average = B

3. B x 8.34 = C (lbs)

4. C x (Fort Worth rate x 1.1) = D $_____

5. TSS charge = $\frac{\text{volume}}{}$ = A

6. A x TSS Average = B

7. B x 8.34 = C (lbs)

8. C x (Fort Worth rate x 1.1) = D $_____

9. Sample Collection and analysis charge $_____

10. Pretreatment program administrative charge $_____

11. Volume Charge = $6.05/1,000 gallons $_____

12. Total Charge $_____

City of Saginaw

City Council Memorandum

Prepared By: Melanie McManus

Consideration and Action regarding City Employee Survey - Melanie McManus, Director of Human Resources

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Business	Item: A

Reference File

BACKGROUND/DISCUSSION:

The employee survey is part of the 2023 Work Plan Project list adopted by the City Council at the February 21, 2023 council meeting. During the council meeting on June 6, 2023, City Council approved the contract with OnPointe Insights to conduct the 2023 City Employee Survey.

FINANCIAL IMPACT:

$4,000 from Fund Balance

RECOMMENDATION:

Approval of the City Employee's Survey prepared by OnPointe Insights.

StaffPOV Survey Inputs

Saginaw, Texas - *July 2023*

Example email introduction for the employee survey

Subject: City of Saginaw Employee Survey Invitation

Dear [Employee's Name],

We are excited to announce the launch of our City Employee Survey, and we value your feedback. Help shape the future of our organization and make it an even better place to work.

The survey covers various aspects of your work experience, including engagement, satisfaction, and ratings for the things that are most important to you. Your responses will remain anonymous, and we assure you that your opinions will be treated with the utmost confidentiality. Simply click on the survey link below to get started:

[Insert survey link]

The survey will be about 5-6 minutes long, and it will be available until [end date]. Your participation is highly appreciated. Together, we can create an exceptional workplace for all.

Best regards,

[Name]
[Position/Title]
****

Reminder: City of Saginaw Employee Survey

The Saginaw City employees who have completed the employee feedback survey, thank you! If you were waiting for a better time, we could use your help now.

Help shape the future of our organization and make it an even better place to work. As mentioned before, the survey covers various aspects of your work experience, including engagement, satisfaction, and ratings for the things that are most important to you. Your responses will remain anonymous, and we assure you that your opinions will be treated with the utmost confidentiality. Simply click on the survey link below to get started:

[Insert survey link]

The survey will be about 5-6 minutes long, and it will be available until [end date]. Your participation is highly appreciated. Together, we can create an exceptional workplace for all.

Best regards,

[Name]
[Position/Title]

SURVEY

Thank you for agreeing to participate in our employee survey. Your input will help the city focus on the things that matter most. It will likely take approximately 6-8 minutes to complete.

Emp_Status

What is your employment status with the city?

- Part Time (Flex)
- Full Time

Department

Which department or group below do you work for? We've grouped smaller departments to preserve anonymity. (Note: We will remove the numbers, which are counts for reference.)

- Police (49)
- Fire (30)
- Public Works / Inspections (35)
- General Administration (Admin, Communications, Court, IT) (22)
- Library / Community Services / Animal Services (30)

CityRating - Improved/Declined

In your opinion has the mood or vibe of our working environment improved, stayed the same or declined in the past year or two?

- Improved
- Stayed the same
- Declined

CityRating - Right/Wrong Direction

Overall, as a place to work, would you say that the city is headed in the right direction or wrong direction?

- Right direction
- Wrong direction

CityRating - Better/Worse

Compared with other cities in our region, which statement below captures your feelings about working for Saginaw?

- It is much better
- It is about the same
- It is much worse
- Unknown / Not applicable

CityRating - Motivation

How motivated do you feel to do your job at the start of each new day?

- Very motivated
- Somewhat motivated
- Neutral
- Somewhat unmotivated
- Very unmotivated

ENGAGEMENT & MEANING

Note: The next few questions will help the city know what you feel are important priorities. We'll ask you to select 2 items from a list that are MOST important to you. You may wish you could choose 3 or more, because as many things are important to you - but pick the top 2. This time-tested approach keeps the survey short while creating an aggregate priority that is informative.

*The desire of the city is that all employees feel ENGAGEMENT and MEANING in their work. Of the statements below on the topic, which **TWO** are **most important** for city leaders to focus on now?*

Examples	Items for the Survey (City to refine)
Recognition for work accomplishments	
A **sense of pride** because of work done for the city	
Leaders who value and **appreciate your opinions**	
Work that is challenging, yet satisfying	
Work that is **meaningful and worthwhile**	
Leaders **capitalize** on your **strengths**	

ACCEPTING & DIVERSIFIED

*The city desires all employees to feel ACCEPTED and that we create a HEALTHY and DIVERSIFIED environment. Of the statements below on the topic, which **TWO** are **most important** for city leaders to focus on now?*

Examples	Items for the Survey (City to refine)
A welcoming environment for **all age groups, genders and sexual orientations**	
People of **all races** are welcome	
Policies applied fairly to all employees	
The city welcomes a healthy balance of **opinions**	
Different ideas and **opinions** are **heard** and respected	
A work environment **free of** any form of **harassment**	

GROWTH & AUTONOMY

*The city desires city employees to experience GROWTH and have a healthy level of AUTONOMY. Of the statements below on the topic, which **TWO** are **most important** for city leaders to focus on now?*

Examples	Items for the Survey (City to refine)
Appropriate level of **autonomy** in your job	Appropriate level of **autonomy** in your job
Leaders who care about your success	**Leaders who care** about your success
Routine **discussions**/reviews about your **career path**	Routine **discussions**/reviews about your **career path**
The right **tools and resources** to execute your responsibilities	The right **tools and resources** to execute your responsibilities
Sufficient **training** to perform job well	Sufficient **training** to perform job well
Opportunities that help in gaining new skills	**Opportunities for advancement** are clearly posted and open to all

TEAMWORK / WORK-LIFE-HARMONY

Fostering TEAMWORK and assuring employees have WORK/LIFE HARMONY is important. Of the statements below on the topic, which 2 are MOST important for city leaders to focus on now?

Examples	Items for the Survey (City to refine)
Positive **team environment**	
Collaboration with other departments/teams	
Workload you can manage	
Balance between personal and professional life	
Work in your team is well **planned** and organized	
Clear goals/objectives	

LEADERSHIP

*Think for a moment about the Department Heads and the Executive Leadership Team **(this does not include elected officials unless specifically mentioned)** for the city. Of the statements below, which **TWO** are **most** important for city leaders to focus on now?*

Examples	Items for the Survey (City to refine)
Leaders have solid job/**technical knowledge**	Leaders have solid job/**technical knowledge**
Leaders have **integrity**	Leaders have **integrity**
Leaders seek the best **interest of residents** of the city	Leaders seek the best **interest of residents** of the city
Leaders **communicate** effectively with employees	Leaders **communicate** effectively with employees
Elected officials are **supportive** of city employees	**Leaders** and **elected officials** that **work well together** to maintain the city's strategic vision
Leaders **work well with elected officials** to maintain city's strategic vision	Leaders make it **comfortable** to report concerns or issues

OVERALL RATINGS

This list now combines all of the issues you selected as being MOST important. How is ${CityName} doing on these important issues?

NOTE: 10 items selected above will be shown	*Very Good, Good, Fair, Poor, Very Poor*
	▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢ ▢

OVERALL MOST IMPORTANT

From the same list of your MOST important issues, which 3 do you feel are MOST important for city leaders to focus on now? (Select 3).

NOTE: 10 items selected above will be shown	Staff will select Most Important 3 out of 30 issues

COMPENSATION / BENEFITS RATING

We're almost done. Think briefly about your compensation and benefits. Which 2 are most important to you?

Your current salary	
Healthcare benefits	
Retirement benefits	
Vacation/holiday benefits	
Longevity pay	
Education and professional development	
Employee appreciation	

And, how would you rate your level of satisfaction?

5-Point Scale on Right	*Very Satisfied . . . . Very dissatisfied*
Your current salary	
Healthcare benefits	
Retirement benefits	
Vacation/holiday benefits	
Longevity pay	
Education and professional development	
Employee appreciation	

FINALQ (At the request of council members on Thursday, we added these questions)

How much do you agree with the following statements?

5-Point Scale on Right	*Strongly agree . . . . Strongly disagree*
I am aware of the city's policies regarding workplace harassment and discrimination	
The city has a good cadence of meetings for sharing information	
City management shares important information in a consistent manner	
City management uses funds wisely	
City management appropriately sustains ongoing operations and maintains facilities	
Elected officials are supportive of city employees	

POSITIVE_OE

*Think about the **positive things** happening in ${cityname} that make it a good place to work. What 1 to 3 positive things would you like management to continue doing?*

(Note: If using your phone and it is supported, you may **press the microphone and speak** your message.)

OPEN END

CHANGES_OE

*Think for a moment about **changes or improvements** you would like to see to make working for ${cityname} better. What 1 to 3 changes or improvements would you like management to thoughtfully consider?*

(Note: If using your phone and it is supported, you may **press the microphone and speak** your message.)

OPEN END

Thank you for your participation! You may now close this window.

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding a City-Wide Classification and Compensation Study - Melanie McManus, Director of Human Resources

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Business	Item: B

Reference File

BACKGROUND/DISCUSSION:

The city last completed a comprehensive formal classification and compensation study in the fiscal year 2016/2017. Since that time, recruitment difficulties have been attributed to the tight labor market and increased competition to attract talent.

As a general rule, most organizations conduct comprehensive classification and compensation studies every five years. A compensation study will help us understand what the market is demanding, ensuring the ability to hire and retain qualified employees and assist with keeping salaries competitive with the DFW region. A compensation study will give us an accurate and unemotional third-party perspective on our employee's pay.

FINANCIAL IMPACT:

$33,800.

RECOMMENDATION:

Approval for Baker Tilly to perform a city-wide classification and compensation study.

About Baker Tilly

Saginaw will work with a consistent team of Value Architects™ who understand your organization and can add value from day one. The combination of your engagement team's human capital experience and service knowledge translates into tangible results for the City.

Offering our resources: Baker Tilly at a glance

Our firm has the reputation, resources and reach to address the challenges you face as a public sector organization — both now and in the future.

We dedicate ourselves to delivering efficiency, quality, creativity, innovation and forward-thinking solutions. We are passionate about enhancing and protecting our clients' value, which is a collective effort by everyone across our firm. The City will receive an exceptional experience. Below are some key facts about our firm.

COMPREHENSIVE EXPERIENCE TO SERVE YOU

Saginaw will receive support and guidance from a respected firm that continues to grow — as evidenced by INSIDE Public Accounting naming Baker Tilly as the 10th largest accounting firm in the United States on their 2022 IPA Top 100 list.

Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years of dedication to our clients by honoring our roots and continuing to shape our future. We embrace the fact that business can't stand still — and we won't stand still. As we help our clients identify new needs and opportunities, we continuously innovate and evolve to work better.

Our roots took hold in 1931 in Waterloo, Wisconsin, where we began as a public accounting firm specializing in canning factory audits. Since that time, we have grown with more than 40 different business combinations, each with its own rich history, expanding our presence coast to coast and globally and expanding our scope across industries, services and areas of expertise. One thing has not changed over time: **our shared passion for supporting our clients in achieving their purpose.**

As we reimagine our lasting impact, we remain grounded in our timeless core values. Through dedication, creativity and adaptability, Baker Tilly will continue to become more connected to our clients, our people, our communities and our profession.

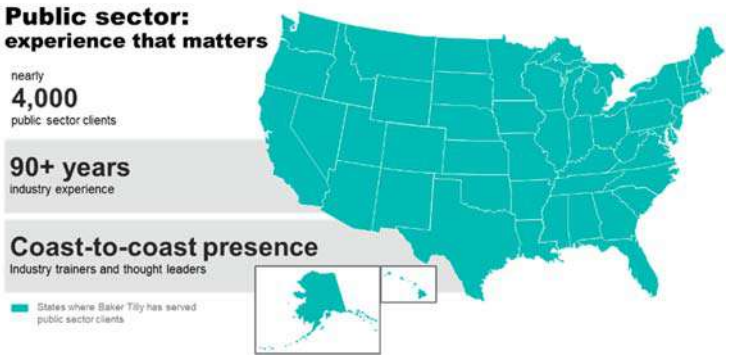
Public sector specialization

Baker Tilly has served local governments since our establishment more than 90 years ago. We are one of the few professional services firms with a state and local government practice dedicated entirely to serving public sector clients.

Unlike many of our contemporaries, Baker Tilly is organized by industry, not service line. What does this mean for Saginaw? It means you will be served by a carefully selected team that blends our government-focused professionals with experienced specialists in compensation projects. The City will be working with knowledgeable professionals who understand the specific challenges you face and provide innovative solutions to help you overcome them.

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. Recognizing this complexity and eagerness to serve as a true **Value Architect**™ to the public sector, Baker Tilly formalized its dedicated public sector specialization more than 60 years ago.

More than 350 Baker Tilly professionals — including nearly 30 partners and principals — focus directly on serving state and local governments, providing hundreds of thousands of client service hours annually to the public sector. Our practice serves nearly 4,000 state and local government entities nationwide, including cities, counties, municipalities, school districts, public utilities and transit organizations. Your engagement team is ready to help you find solutions to the obstacles that stand between you and your goals.



Celebrating our recent combination with Management Partners.

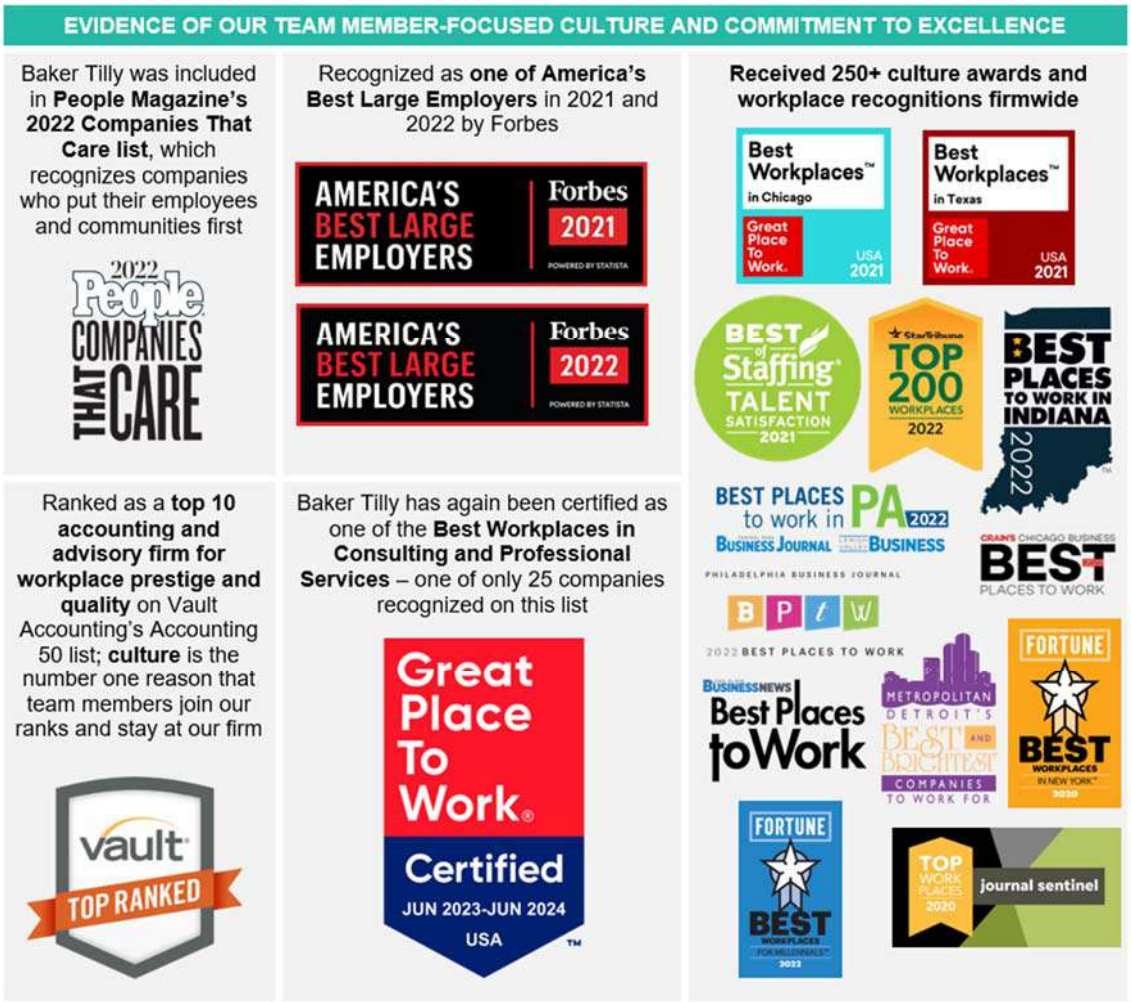
In October 2022, Management Partners combined with Baker Tilly to create a premier public sector consulting practice. To continue serving and improving communities, local leaders need trusted consultants to help navigate change. This combination adds a unique and significant layer of experience to Baker Tilly's robust public sector practice. Our project team members are former local government leaders and managers stemming from all operational facets. They have nearly three decades of field-tested techniques and proven methodologies.

OUR COMBINED SERVICES INCLUDE:		
• Executive recruitment • Executive coaching • Executive performance assessment • Organization assessments	• Organization development • Performance management • Process improvement • Strategic and business planning	• Service sharing and service consolidation • Management services • Financial planning, budgeting and analysis

Cultivating an engaging culture to offer a consistent public sector team that will serve you for many years

We view our commitment to staff continuity as the cornerstone of building a lasting relationship with Saginaw. You can expect to see the same engagement team members for additional recruitment services in the future.

Exceptional professionals thrive at Baker Tilly because we foster an engaging culture through diversity and inclusion, work-life balance, continuous learning opportunities, career advancement and employee recognition. As evidence of our team member-focused culture, Baker Tilly proudly presents a variety of recognitions and awards.



CULTIVATING AN ENGAGING CULTURE

Our commitment to attracting and retaining a top-quality workforce benefit Saginaw through engaged team members and staff continuity.

Project contacts and locations

authorized representative	engagement team leader
Kate Crowley, Principal 4807 Innovate Lane Madison, WI 53718 +1 (608) 240 6718 | kate.crowley@bakertilly.com	Jada Kent, Director 2500 Dallas Parkway, Suite 300 Plano, TX 75093 +1 (940) 368 3033 | jada.kent@bakertilly.com

Aligning key engagement team members with your goals

Your handpicked team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, which means a personal interest in Saginaw from some of our most experienced team members.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR SAGINAW

Engagement leadership

Kate Crowley — Managing principal

4807 Innovate Lane, Madison, WI 53718
+1 (608) 240 6718 | kate.crowley@bakertilly.com

Kate leads Baker Tilly's public sector advisory practice and has spent her career serving local governments. She oversees a diverse and talented team of organizational workforce, economic development and process improvement consultants.

Jada Kent, MPA, CCP — Director

2500 Dallas Parkway, Suite 300, Plano, TX 75093
+1 (972) 748 0514 | jada.kent@bakertilly.com

Jada is a director with Baker Tilly's public sector advisory practice and has a background in human capital consulting, including classification and compensation, organizational assessments and executive recruitment. Jada serves as the practice leader of the compensation consulting team and has been with the firm since 2015. She earned a Master of Public Administration from the University of Texas at Dallas, is a member of the North Texas Compensation Association (NTCA) and is a Certified Compensation Professional (CCP).

Compensation team

Sarah Towne, MPA, CCA — Manager

8626 N Himes Avenue, Tampa, FL 33614
+1 (813) 252 1433| sarah.towne@bakertilly.com

Sarah is a manager with a background in higher education, local government, and human resources management. Before joining Baker Tilly, Sarah was an adjunct faculty and course coordinator for the online MPA program at the University of North Carolina's School of Government. She is a Southeastern Conference for Public Administration member and served on the Section for Personnel Administration and Labor Relations (SPALR) board for the American Society of Public Administration (ASPA). She earned a Master of Public Administration and a graduate certificate in women's studies from Appalachian State University. Sarah is a Certified Compensation Analyst (CCA).

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR SAGINAW

Jay Borcena — Analyst

11150 Santa Monica Blvd., Suite 600, Los Angeles, CA 90025
+1 (312) 775 - 6865 | jay.borcena@bakertilly.com

Jay Borcena is an accomplished and customer-focused professional with over 15 years of leadership experience in human resources. With expertise in compensation, benefits, HRIS, project management, and talent acquisition, Jay has consistently developed and executed HR strategies aligned with organizational objectives. His passion for empowering clients to reach their full potential and commitment to cultivating inclusive work environments have been instrumental in his success. A strong educational background, proven track record, extensive experience, deep expertise, and passion for helping clients achieve their goals make Jay a valuable asset in the field of Human Resources. With his collaborative approach, data-driven decision-making, and commitment to fostering inclusive work environments, he is well-equipped to drive organizational growth and navigate the complexities of the modern business world.

J.D. McCauley, SPHR, SHRM-SCP — Senior consultant

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J.D. is a senior consultant with nine years of experience in local government human resources. Before joining Baker Tilly, J.D. served in HR roles in city and county governments in the Southeast and was a consultant providing compensation compliance services to not-for-profit and public sector clients. J.D. has a Ph.D. in policy studies from Clemson University, a Master of Business Administration from Georgia Southern University, and a bachelor's degree from California State University. J.D. is a Senior Professional in Human Resources (SPHR), Senior Certified HR Professional (SHRM-SCP), Certified Employee Benefits Specialist (CEBS) and is in the progress of obtaining a Certified Public Manager designation.

Diana Muriithi, MPA, CCA — Senior consultant

2500 Dallas Parkway, Suite 300, Plano, TX 75093
+1 (972) 748 0174 | diana.muriithi@bakertilly.com

Diana is a senior consultant with a background in local government. She has worked in local government organizations in North Texas for at least five years. She has finance and human resources experience in local government and not-for-profit organizations. Before joining Baker Tilly, Diana served most recently as the senior budget analyst for a North Dallas city. She served in various accounting, finance/budget, and compensation roles. Diana has a Master of Public Administration from the University of Texas at Dallas and recently completed a Compensation Studies Certificate from Cornell University.

Thomas Patton — Analyst

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+1 (651) 223 3033 | thomas.patton@bakertilly.com

Thomas is an analyst with a background in human resources management and human resources development. He assists the team with data collection and job description writing. His focus is coordinating the data collection process and ensuring the team gathers quality information for the project's success. In addition, he assists the team by crafting high-quality job descriptions that accurately reflect the essence of the position being analyzed. Before Thomas's current role, he supported the team

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR SAGINAW

as an administrative assistant. Thomas earned a Bachelor of Science in human resources development from the University of Minnesota — Twin Cities.

Lexi Scholten, CCA — Senior consultant

225 S Sixth Street, Suite 2300, Minneapolis, MN 55402
+1 (612) 876-4573 | lexi.scholten@bakertilly.com

Lexi is a senior consultant whose background consists of municipality and county experience. She has more than six years of experience in Minnesota local government administration and human resources management. Before joining Baker Tilly, she served as the central services/human resources director for a county in southern Minnesota and a clerk/treasurer for a small city in southern Minnesota. Her focus areas and core functions included administering, developing, and implementing all personnel functions, acting as delegated authority for union contract relations, and coordinating all compensation functions. Her local government experience also includes presenting to elected officials, providing technical and administrative support to councils and boards, serving as head election judge, and maintaining official public records. Lexi earned a Bachelor of Science in management with a focus in human resources from Minnesota State University, Mankato. Lexi is a Certified Compensation Analyst (CCA).

SAGINAW WILL RECEIVE TANGIBLE RESULTS WITH BAKER TILLY

All engagement team members are committed to Saginaw's success. Their state and local government experience and service expertise translate into tangible results for the City.

Our team specifically focuses on providing compensation consulting services to local government organizations nationwide. We have seen and solved our share of challenges and will bring our extensive knowledge and experience to assist Saginaw with its comprehensive position classification and compensation study. We are passionate about serving local government organizations and equally passionate about providing our compensation expertise. Our enthusiasm for performing this classification and compensation study with organizations like Saginaw is not easy to match.

Management synopsis

Baker Tilly is uniquely positioned to assist Saginaw in establishing an externally competitive compensation plan to help attract and retain qualified workers to provide quality services to your community.

The following overview of the project has been prepared to provide an apples-to-apples comparison to other firms providing similar services.

1. **Project initiation**
   a. Planning meeting with the project team, timeline established
   b. Data request and review
   c. Leadership and employee communication meetings, if desired
2. **Market assessment**
   a. Public peer organizations and benchmark positions identified
   b. Custom market survey distributed to collect information
   c. Quality assurance review of market results
   d. Review and finalize results with the organization's project team
3. **Pay plan development**
   a. Pay structure(s) developed, grade assignments established
   b. Review and finalize results with the organization's project team
   c. Implementation costing scenarios calculated
4. **Final report**
   a. Final report developed
   b. Final presentations conducted
   c. Delivery of project documentation

Project Scope

Our extensive expertise, human capital consulting experience and collaborative approach positions Baker Tilly as an exceptional firm to serve your human capital needs.

Methodology for the development of a classification and compensation system study

The following pages outline our methodology and proposed project scope for Saginaw's compensation and classification study. Baker Tilly's approach and project tools were developed by Certified Compensation Professionals and Analyst on our team. We take pride in our ability to provide your organization with sound results and recommendations that, if implemented, are fair and defensible.

We are confident that you will find our assertions substantiated by the information presented in this proposal and the comments provided by our references. We look forward to a successful and lasting relationship.

Phase 1

Project initiation and data collection

Baker Tilly will begin by meeting with the City's project team to establish working relationships, finalize a work plan, and establish a project timeline. Next, Baker Tilly will collect documentation from the City, such as job descriptions, organization charts, pay plans, policy handbook, an employee census file, etc. If desired, Baker Tilly can conduct communication meetings with the City's department heads, employees, union representatives, etc. to let them know about the study and answer any questions.

Phase 2

Market assessment

Peer organizations: Baker Tilly will recommend a list of comparable and competitive peer organizations to include in the study. Generally, these organizations will be similar in size and services provided and have similar jobs. Early in the process, we like to collect feedback from department heads about what organizations they recommend (based on who they lose employees to or gain them from). This list often serves as our starting point for establishing an approved list of peers to move forward with.

Private sector companies rarely respond to market survey requests. Therefore, to represent the private sector in the data set, we utilize pay data contained in the following survey sources:

- CompAnalyst
- Economic Research Institute
- PayFactors

To maintain a competitive price for the project, we have assumed the custom market survey will be distributed to up to 10 public peer organizations. Data from 3 published sources will be included as a private sector representative.

Benchmark positions: We understand that this project includes 85 job classification titles. Baker Tilly will review all of the City's positions and recommend a list of titles to be included in the study. Factors that will be considered include:

- Jobs commonly found in other organizations and industries
- Jobs that represent multiple incumbents
- Jobs that represent as many levels as possible or grades in the Town's pay structure

To maintain a competitive price for the project, we have assumed 85 positions (100%) will be identified as benchmarks from the list of 85.

Data analysis: In distributing the custom market study, Baker Tilly will request base pay ranges for analogous positions. The survey will include a minimum qualification and a summary of work performed by each position to assist peers in matching their positions. Baker Tilly will review and validate survey responses to confirm a 75% overlap in duties and responsibilities, as this is the best practice definition of a "good" match.

Adjustments may be applied to establish consistency in market comparison; those include:

- Adjustments for differences in workweek hours
- Aging the data if it's not for the current fiscal year
- Geographic cost of labor adjustments

Baker Tilly will deliver two market reports once the compiled data has been analyzed for quality assurance. First, an aggregate of the average minimum, midpoint, and maximum for each benchmark; second, a comparison of the City's current midpoints against the market average midpoint. Additional market scenarios demonstrating above and below the market will also be prepared to allow the City to select its desired position within the marketplace.

Deliverable: Baker Tilly will provide the City with aggregate results of the market assessment, samples shown below. Per Anti-Trust guidelines from the Department of Justice and Federal Trade Commission, Baker Tilly will not provide the City with raw market data or matches collected.

Sample market results

Department	Benchmark Position	# of Matches	Average Minimum	Average Midpoint	Average Maximum	% Range Spread
Administration	Town Manager	14	$133,003.42	$166,327.94	$192,779.77	45%
Finance	Finance Manager	12	$87,484.24	$105,244.77	$128,690.21	47%
Finance	Finance Office Clerk	12	$43,750.82	$52,916.05	$62,081.29	42%
Multiple	Administrative Assistant	19	$42,709.35	$52,112.32	$61,515.30	44%
Municipal Court	Municipal Court Clerk	12	$51,559.54	$63,222.89	$76,148.08	48%
Personnel/Town Clerk	Senior Deputy Town Clerk	13	$56,707.23	$68,626.66	$80,165.01	41%
Planning and Building	Building Official	15	$82,170.77	$101,907.19	$114,654.55	40%
Police	Lieutenant	13	$87,691.54	$103,135.86	$121,882.38	39%
Police	Police Officer	14	$61,385.45	$73,172.82	$85,020.00	39%
Police	Sergeant	15	$76,798.53	$91,309.10	$105,819.67	38%
Public Works	Equipment Operator	12	$49,796.70	$60,221.63	$70,646.57	42%
Public Works	Facilities Assistant	18	$44,470.32	$54,913.53	$64,697.56	45%
Public Works	Facilities Manager	18	$78,592.35	$95,755.79	$114,117.09	45%
Public Works	Fleet Manager	14	$75,596.40	$94,616.97	$111,316.90	47%
Public Works	Journeyman Mechanic	17	$51,758.29	$62,686.63	$73,614.97	42%
Public Works	Street Operator	13	$44,365.97	$55,904.46	$65,812.66	48%
Public Works	Streets Manager	15	$75,199.78	$91,965.53	$106,197.62	41%
Transit	Custodian	12	$34,809.15	$42,461.03	$50,112.90	44%

Sample market comparison

Department	Position Title	Current Midpoint	95% of Market	+ / (-) Mkt	Average Midpoint	+ / (-) Mkt	105% of Market	+ / (-) Mkt
Administration	Town Manager		$158,011.54		$166,327.94		$174,644.34	
Finance	Finance Manager	$ 87,140.65	$99,982.54	▲14.7%	$105,244.77	▲20.8%	$110,507.01	▲26.8%
Finance	Finance Office Clerk	$ 50,797.97	$50,270.25	▼(1.0%)	$52,916.05	▲4.2%	$55,561.86	▲9.4%
Multiple	Administrative Assistant	$ 58,840.00	$49,506.71	▼(15.9%)	$52,112.32	▼(11.4%)	$54,717.94	▼(7.0%)
Municipal Court	Municipal Court Clerk	$ 61,818.78	$60,061.75	▼(2.8%)	$63,222.89	▲2.3%	$66,384.04	▲7.4%
Personnel/Town Clerk	Senior Deputy Town Clerk	$ 75,141.11	$65,195.32	▼(13.2%)	$68,626.66	▼(8.7%)	$72,057.99	▼(4.1%)
Planning and Building	Building Official	$106,046.14	$96,811.83	▼(8.7%)	$101,907.19	▼(3.9%)	$107,002.55	▲0.9%
Police	Lieutenant	$106,046.14	$97,979.06	▼(7.6%)	$103,135.86	▼(2.7%)	$108,292.65	▲2.1%
Police	Police Officer	$ 75,141.11	$69,514.18	▼(7.5%)	$73,172.82	▼(2.6%)	$76,831.46	▲2.2%
Police	Sergeant	$ 91,552.14	$86,743.65	▼(5.3%)	$91,309.10	▼(0.3%)	$95,874.56	▲4.7%
Public Works	Equipment Operator	$ 53,337.87	$57,210.55	▲7.3%	$60,221.63	▲12.9%	$63,232.71	▲18.6%
Public Works	Facilities Assistant	$ 53,337.87	$52,167.85	▼(2.2%)	$54,913.53	▲3.0%	$57,659.20	▲8.1%
Public Works	Facilities Manager	$ 85,015.27	$90,968.00	▲7.0%	$95,755.79	▲12.6%	$100,543.58	▲18.3%
Public Works	Fleet Manager	$ 87,140.65	$89,886.12	▲3.2%	$94,616.97	▲8.6%	$99,347.81	▲14.0%
Public Works	Journeyman Mechanic	$ 71,562.96	$59,552.30	▼(16.8%)	$62,686.63	▼(12.4%)	$65,820.96	▼(8.0%)
Public Works	Street Operator	$ 50,797.97	$53,109.24	▲4.5%	$55,904.46	▲10.1%	$58,699.68	▲15.6%
Public Works	Streets Manager	$ 87,140.65	$87,367.25	▲0.3%	$91,965.53	▲5.5%	$96,563.80	▲10.8%
Transit	Custodian	$ 43,881.19	$40,337.97	▼(8.1%)	$42,461.03	▼(3.2%)	$44,584.08	▲1.6%
			AVERAGE	▼(3.9%)	AVERAGE	▲1.2%	AVERAGE	▲6.3%

Phase 4

Pay plan development

Baker Tilly will facilitate discussions with the City's project team regarding pay plan design preferences and an approach for classifying positions to the pay plan. Depending on the size of the organization and the diversity of jobs, Baker Tilly may recommend multiple pay structures to assist the City in achieving its compensation philosophy and business needs.

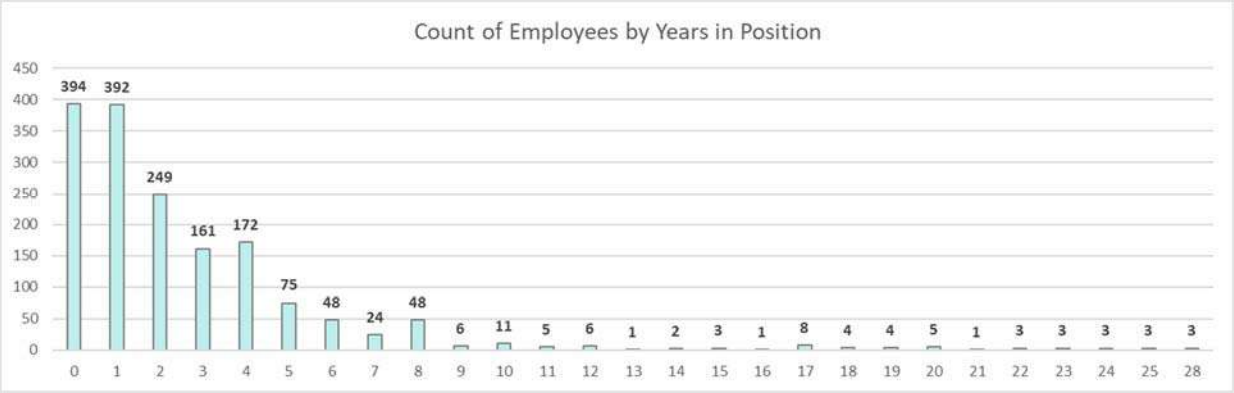
Once pay structures are established, positions will be classified to pay grades with consideration to existing equity (current midpoints and position groupings), external equity (market results), and any business needs of the organization (like career progressions, supervisor-subordinate separation, etc.). Preliminary grade assignments will be reviewed and revised with the city project team, however, we may recommend an additional group review with the City's department heads to collect feedback.

Implementation and costing analysis

Up to this point, the study has focused on the value of the position. Once the grade assignments are finalized, Baker Tilly will estimate the cost for the City to implement the new classification and compensation plan. This includes establishing rules for placing employees in their new pay ranges. Baker Tilly will prepare the following scenarios for the City's consideration:

- Moving employees to the minimum if their current salary is below the minimum
- Organization-wide % adjustments
- Adjustment by years in position to assist with pay compression.

Baker Tilly will work with the City's project team to determine two additional implementation scenarios if necessary. Criteria to be considered include current salary, time in position, time with the organization, current position within the range, desired market position, pay compression, pay policies that may impact or dictate employee placement, as well as performance if this is considered.



Pay practices recommendations

Changes to your classification and compensation system may impact existing pay practices. Therefore, Baker Tilly will work with the City's project team to identify impacted policies and make recommendations for adjustments. These may include the following scenarios:

- **Compensation Philosophy.** What does the City believe about how its employees should be compensated? We will help you define and articulate the City's philosophy through pay policies.
- **Pay administration.** How will the classification and compensation plan be administered and maintained?
- **Pay progression.** How will employees move through their pay ranges?
- **Pay structure adjustment.** How and when will adjustments be made to the pay structure?
- **Hiring, promotion, reclassification.** Establish guidelines for which employees can be paid above the starting minimum if standard % increases will be provided for internal promotions and reclassifications.
- **Supplemental pay.** Pay for special skills or competencies greater than the minimum requirements, shift differentials, on-call or call-back pay, etc.

Phase 5

Project completion and communication

A final report will be prepared to explain the methodology followed, the results produced and recommendations to the City based on those results. The report will specifically document position title recommendations, market survey results (average minimum, midpoint and maximums), proposed pay structure(s), recommended grade assignments and implementation costing calculations for each scenario. This report **will not** document or publish employee-specific information.

Our methodology is based on best practices outlined by World at Work and the Society for Human Resources Management (SHRM). We will proudly stand behind the results of your study through implementation to include a presentation to City.

The City has made an important commitment to its staff in taking steps to undergo a compensation and classification study such as this one. Therefore, Baker Tilly highly recommends presenting the results of the study to employees so that they can understand what information was considered and what information was NOT considered and ask any questions they may have about the process and its results.

Saginaw's responsibility

Data collection. Baker Tilly will prepare a detailed data request outlining what is necessary to perform these services. Data will be requested in a format compatible with Baker Tilly's computer system and project tools (Microsoft Excel and Word). Baker Tilly will examine the data for missing information and consistency upon receipt.

Salary and benefits data. Baker Tilly's ability to provide fair and defensible recommendations about pay and benefits is contingent upon the availability of that data. Baker Tilly may request the City's project team or leadership to contribute to outreach efforts to collect necessary data from public peer organizations and keep the project on schedule.

Review of and feedback on preliminary results. Baker Tilly encourages clients to be involved in significant decisions about preliminary results that will drive the study's final results. However, we understand that your commitment to providing uninterrupted support and services to the community must come first and that the City's project team may not be as available as expected to review and approve information when provided. Baker Tilly is familiar with the ebb and flow of local government operations and will be flexible in coordinating with the City to keep the project on track as much as possible.

Project Timeline

Your time is valuable, and one significant way we will add value to your organization is by delivering our services on time.

Co-developing a timeline to meet Saginaw's deadlines

Baker Tilly is prepared to initiate your comprehensive position classification and compensation study within two weeks of receiving the official notice to proceed. A detailed project schedule will be provided at the commencement of your study.

** Please note that there are factors impacting the project schedule which are beyond the consulting team's control, such as holidays that impact office closures; HR operations that take up significant resources such as benefit enrollment, payroll, and budget cycles; as well as client availability to review results and approve the direction of the project. Baker Tilly will promptly advise the City if any factors impact the project timeline.*

Anticipated project timeline in months: Assumes September start

PROJECT PHASE	SEP				OCT				NOV				DEC			
Phase 1 – Project initiation																
Phase 3 – Market assessment																
Phase 4 – Pay plan development																
Phase 5 – Project completion																

COMMITMENT TO SUCCESSFULLY DELIVER SERVICES TO MEET SAGINAW'S REQUIREMENTS

Saginaw's time is valuable. We will co-develop a timeline to provide the City's services on time or ahead of schedule.

Project Fee

Value means more than simply checking boxes and meeting your requirements. Value means services that lead to meaningful insights and that give Saginaw and your citizens peace of mind.

Delivering a professional fee estimate for Saginaw

We are excited about the opportunity to work with Saginaw and have prepared the below fee quote to meet Saginaw's needs and objectives. Our fees allow for thorough and insightful advice from experienced professionals without unnecessary add-ons or startup charges.

Baker Tilly will perform the tasks as described in this proposal for the City for a fixed professional fee of **$33,800** This fee is based upon conducting a compensation review of 85 position titles.

Our fixed price fee equates to $114.50 for each employee.

COSTING BREAKDOWN	PRICE
Project initiation. Planning meetings with the City's project team, data requests, communication meetings with leadership and employees, and distribution and collection of online PAQs	$2,400
Market assessment. Custom market survey distributed to 10 public peer organizations requesting base pay information on 85 positions (100%). Published data from the Bureau of Labor Statistics, Comp Analyst and Economic Research Institute will also be included.	$17,900
Pay plan development. Development of new pay plan and position grade assignments with consideration of internal and external information verified through regression analysis. Review of grade assignments with the City's project team and leadership group. Implementation costing analysis across three to five scenarios.	$5,900
Review of **pay practices** with recommendations for adjustments	$3,900
Project completion. Final report and presentation of results to elected officials, senior leadership, employees or designated staff. Delivery of all project documentation and training with HR staff to maintain the new system.	$3,700
TOTAL	**$33,800**

FEES FOR VALUE ADDED SERVICES

Saginaw can expect services that lead to meaningful insights and that give you and your citizens peace of mind

Baker Tilly will invoice the City monthly based on project hours incurred.

Out-of-pocket expenses

Out of pocket expenses are not expected and/or would be covered by Baker Tilly.

Additional work

Should Saginaw request and authorize additional work, we would invoice the City at an agreed-upon fee or our standard hourly fees.

STANDARD HOURLY RATES	
Staff level	**Hourly rate**
Principal, partner, managing director	$375
Director, senior manager	$330
Manager	$265
Senior associate	$225
Associate	$190

BAKER TILLY'S STANDARD HOURLY RATES

We will base additional services on our standard hourly rates. We will always tell you if the assistance you need is out of scope and never perform additional work without approval.

Baker Tilly will invoice the client monthly based on project hours incurred.

Additional work would include work outside the agreed scope of services, including, but not limited to:

- Additional peer organizations
- Additional benchmark positions
- Additional pay structures
- Additional implementation scenarios
- Additional job descriptions
- Additional job audits
- Additional on-site meetings
- Additional reports
- Work related to a special request

Best and final offer

Our experience has shown that the most significant risk in pricing a study of this nature is Saginaw's ability to conduct an "apples-to-apples" comparison of the services recommended by different providers. Factors that impact the pricing proposed by responding firms range from variations in approaches to measuring internal equity to quality control standards of market data and even perceived best practices in the design and implementation of a pay structure — then, how responding firms price those aspects. The Baker Tilly engagement team understands the impact these differences can have on project deliverables, including the overall ability to adopt results. We would welcome the opportunity to discuss the advantages and disadvantages of our approach to assisting your organization in making an informed decision about its comprehensive position classification and compensation study.

If Baker Tilly is identified as a provider of choice, but our professional fees or timeline exceed those of other submittals, we would be pleased to review the competing scope of services and prepare a best and final offer relative to those modified deliverable expectations.

City of Saginaw

City Council Memorandum

Prepared By: Melanie McManus

Consideration and Action regarding Resolution 2023-18 Compensation Philosophy - Melanie McManus, Director of Human Resources

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Business	Item: C

Reference File

BACKGROUND/DISCUSSION:

Resolution 2023-18 - Adopt a compensation philosophy to identify tools to aid present and future city councils with compensation increase decisions; and providing an effective date.

A compensation philosophy is simply a formal statement documenting the company's position about employee compensation. It explains the "why" behind employee pay and creates a framework for consistency. Employers use their compensation philosophy to attract, retain and motivate employees.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 2023-18 as presented.

RESOLUTION NO. _2023-18_____

A RESOLUTION OF THE CITY OF SAGINAW, TEXAS, ADOPTING A COMPENSATION PHILOSOPHY TO IDENTIFY TOOLS TO AID PRESENT AND FUTURE CITY COUNCILS WITH COMPENSATION INCREASE DECISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Saginaw recognizes the importance of ensuring fair and competitive compensation for its employees; and

WHEREAS, the City Council acknowledges the impact of inflation on the cost of living and the need to provide annual adjustments to mitigate its effects; and

WHEREAS, the City Council understands the significance of health insurance costs and the potential impact on employee net pay; and

WHEREAS, the City Council is committed to maintaining a competitive compensation structure for public safety personnel; and

WHEREAS, the City Council recognizes the need to periodically review and adjust salaries to reflect market trends.

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

Section 1: Compensation Adjustment Based on Cost of Living

The City Council believes that employee compensation should provide for annual cost of living adjustments (COLA) and that step increases should be considered for all eligible City employees. The COLA should be based on either the Dallas-Fort Worth Consumer Price Index (DFW CPI) for the preceding 12 months or the annual increase provided by the Social Security Administration for the year, whichever is higher.

In the event that health insurance costs are increased for employees, the cost-of-living

adjustments should be increased commensurately to ensure that employees do not experience a net pay decrease.

Section 2: Public Safety Compensation

The City Council recognizes the vital role of public safety personnel and believes that step increases and cost of living adjustments should be considered for public safety employees as appropriate, in accordance with established policies and procedures.

Section 3: Market-Based Salary Studies

The City Council acknowledges the need to maintain competitive compensation levels to attract and retain qualified employees. Therefore, the City should conduct market-based salary studies at least once every five years to assess the competitiveness of its compensation structure. Based on the findings of these studies, the City Council should consider any necessary adjustments to salaries to ensure alignment with prevailing market rates.

Section 4: Resolution Non-Binding

The findings contained herein shall serve as a non-binding guide for present and future City Councils. Failure to implement these recommendations shall not give rise to a private cause of action against the City by any employee.

Section 5: Effective Date

This resolution shall take effect immediately upon adoption by the City Council.

ADOPTED AND APPROVED THIS ____ DAY OF _____, 2023.

APPROVED: _____
Todd Flippo, Mayor

ATTEST: _____
Janice England, City Secretary

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding Ground Lease with Triton Saginaw, LLC for Property at 400 S. Saginaw Blvd. and 405 S. Belmont St.--Bryn Meredith, City Attorney

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Business	Item: D

Reference File

BACKGROUND/DISCUSSION:

The proposed Ground Lease Agreement with Triton Saginaw, LLC addresses the lease of the approximate 0.25 acre parcel adjacent to the former fire station building located at 400 S. Saginaw Blvd. and 405 S. Belmont St. The terms of the lease are included in the attachments. You will recall that the required public hearings were held earlier this year and at the City Council Meeting held on February 21, 2023, the City Council adopted Resolution No. 2023-05, approving the non-park use of the property.

FINANCIAL IMPACT:

RECOMMENDATION:

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "**Lease**") is made and entered into by and between CITY OF SAGINAW, a Texas municipal corporation ("**Lessor**"), and TRITON SAGINAW, LLC, a Texas limited liability company ("**Lessee**") effective as of _____, 2023 ("**Commencement Date**").

W I T N E S S E T H

WHEREAS, Lessor is the owner of the fee simple estate in that certain tract or parcel of land, together with all improvements thereon, lying and being situated in Denton County, Texas and described more particularly in Exhibit A attached hereto and incorporated herein by reference for all purposes (the "**Leased Premises**"); and

WHEREAS, Lessee desires to lease the Leased Premises for a term of 39 years.

1. DEMISE.

Effective as of the Commencement Date, in consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the other terms, covenants, and conditions of this Lease, Lessor does hereby LEASE, DEMISE, and LET unto Lessee, and Lessee does hereby take and lease from Lessor, the Leased Premises, TO HAVE AND TO HOLD the Leased Premises, together with all rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Leased Premises, including, but not limited to, any and all easements, rights, titles and privileges of Lessor now or hereafter existing in, to, or under adjacent streets, sidewalks, alleys, party walls and property contiguous to the Leased Premises, and reversions which may hereafter accrue to Lessor as owner of the Leased Premises by reason of the closing of any street, sidewalk or alley, for the term hereinafter provided, upon and subject to the terms, conditions and agreements hereinafter contained.

2. TERM.

The term of this Lease shall be for thirty-nine (39) years, beginning on the date hereof and ending at midnight on _____, 2062.

3. RENTAL.

So long as this Lease remains in force and effect, Lessee promises to pay to Lessor rents, in the manner, at the time, and in the amounts specified below:

3.1. Rent: Lessee agrees to pay Lessor rent on [July 1st] of each calendar year in the amount of One Hundred Dollars ($100) per year, increasing by One Hundred Dollars ($100) every 5th calendar year during the term. Notwithstanding the foregoing, Lessee shall have the option to pay the full amount of rent due for the upcoming calendar year in advance of the due date. Should Lessee exercise its option to pay the full amount of rent in advance, Lessor acknowledges that Lessee's requirements and obligations for the applicable, upcoming calendar year have been satisfied.

3.2. Place and Manner of Payment: Subject to the further provisions hereof, the rent hereunder shall be payable to Lessor at the original or changed address of Lessor set forth in Section 18.6 hereof or to such other person at such address as Lessor may designate from time to time in writing. In addition to other proper methods of payment, all payments of rent and other sums payable to Lessor by Lessee under this Lease may be made, and shall be deemed to have been properly made, by the mailing to Lessor of Lessee's check or draft in the amount of such payment, and shall be deemed timely made if mailed by Lessor on or before the due date thereof.

3.3. Payments to Assignees and Third Parties: If Lessor's interest in this Lease shall be assigned to a third party or if any sum accrued or to accrue hereunder shall ever be assigned or if any third party other than Lessor shall ever be entitled to collect such sum, then in any such event written notice shall be given immediately by Lessor to Lessee.

(a) No sale or voluntary transfer of ownership of Lessor's interest in the Leased Premises shall be binding upon Lessee until (i) Lessee shall have received written notice from Lessor (or the successor assignor) of such sale or transfer, together with a certified copy of the recorded deed or other instrument of conveyance, and (ii) the successor assignor has complied with the provisions of Section 3.4 hereof.

(b) If and when Lessor's interest in this Lease shall be owned by more than one person, firm, corporation or entity, such parties shall arrange among themselves for the joint execution of a notice specifying one such party or agent and an address therefor for the receipt of notices to Lessor under this Lease and to which all payments to Lessor under this Lease shall be made, and notices delivered and payments made by Lessee in accordance with such jointly executed notice shall constitute notice and payment to all parties included within the term "Lessor".

(c) In the event that there is any dispute as to who shall be entitled to receive any sum payable hereunder, Lessee shall, at its option, have the right to pay such sum into the registry of any court of competent jurisdiction located in Tarrant County, Texas, in connection with a bill of interpleader or similar proceeding filed by Lessee, naming Lessor and such other claimant as parties, or, in the alternative, Lessee may deposit such sum to the credit of Lessor and such other claimant, as their respective interests may appear, in such state or national bank domiciled in Dallas, Texas, as may be selected by Lessee. The making of such payment in connection with the filing of such proceeding or such bank deposit shall discharge Lessee from any further obligation for payment of the installment of rent so paid or deposited.

(d) In the event Lessor shall have given Lessee notice that a third party is entitled to receive payment of any sum and if Lessee thereafter pays such sum to the third party named in such notice, such payment to the third party named in the notice shall fully discharge Lessee of any further obligation for such sum.

4. QUIET ENJOYMENT.

Lessor has full right to make this Lease and, subject to the terms and conditions of this Lease and all matters of public record to the extent that the same are valid and subsisting and affect

the Leased Premises, Lessee shall have quiet and peaceable enjoyment of the Leased Premises during the term hereof.

5. TAXES.

5.1. Payment of Taxes: Lessee agrees to pay and fully discharge all taxes, special assessments, and governmental charges of every character imposed during the term of this Lease upon the Leased Premises, or any part thereof, and all improvements now or hereafter erected thereon, except that Lessee shall not be chargeable with (i) any voluntary assessment liens imposed under Chapter 399 of the Texas Local Government Code unless consented to by Lessee, or (ii) any income taxes imposed under any existing or future laws of the United States or any state or any political or taxing authority on the rentals provided for in this Lease, nor shall Lessee be chargeable with any estate, inheritance, gift, capital gains tax, or other tax imposed under any existing or future laws of the United States or any state or any political or taxing authority on the transfer of the interest of any Lessor by death or otherwise, nor with any gross receipts, sales, excise, or use taxes, if any, imposed on rentals paid to Lessor, nor with any franchise tax or license fee levied upon or against any Lessor, nor with any taxes similar to any of the above excepted taxes. Lessee shall pay all such taxes, charges and assessments to the public officer charged with the collection thereof before the same shall become delinquent, and Lessee agrees to indemnify and save harmless Lessor from all such taxes, charges and assessments. Lessee shall have exclusive right to render the Leased Premises for all taxing jurisdictions.

5.2. Tax Contests: Lessee shall have the right (in its own name or in the name of Lessor, or both, as Lessee may determine appropriate) to contest the validity or amount of any such taxes, charges and assessments which it is obligated to pay under this Lease, in which event the payment thereof may be deferred during the pendency of such contest. If requested by Lessee, Lessor shall join Lessee as a party to any such contest at no cost or expense to Lessor.

6. CONDEMNATION.

6.1. Total Taking: If the Leased Premises in its entirety is taken (which term when used in this Article VI shall include any domain proceedings) for any public or quasi-public use or improvement by virtue of eminent domain, this Lease shall terminate as of the date of the actual commencement of the physical taking of the Leased Premises, and the rentals shall be abated during the unexpired portion of this Lease, effective on the date of such actual commencement of the physical taking of the Leased Premises; provided that such termination of this Lease shall not prejudice the rights of the parties with respect to the computation of the amounts of the awards for such taking as hereinafter provided. In the event of any such taking, Lessor and Lessee shall together make one claim for their combined interests in the Leased Premises and the net award (after deduction of reasonable fees and expenses of collection, including, but not limited to, reasonable attorneys and experts fees) shall be paid as follows:

(a) Lessor shall receive an amount equal to the sum of (i) the then present value of all rents to be received under this Lease, plus (ii) the then present value of Lessor's reversionary interests in the Leased Premises.

(b) Lessee shall receive the remainder of the award.

6.2. Partial Taking: If only a part of the Leased Premises is taken for any public or quasi-public use or improvements by virtue of eminent domain, this Lease shall remain in effect as to that part of the Leased Premises not taken (unless so much of the Leased Premises shall be so taken as to render the balance, in the sole discretion of Lessee, unsuitable for use by Lessee for the uses and purposes contemplated, in which event this Lease shall terminate as provided in Section 6.1, Lessor and Lessee shall together make a single claim for their combined interests in the portion taken, and the award obtained shall be divided pursuant to Sections 6.2(b) and 6.2(c) hereof), but the rentals shall be reduced during the unexpired portion of this Lease on a just and proportionate basis having due regard to the relative value of the portion of the Leased Premises so taken as compared to the remainder thereof and taking into consideration the extent, if any, to which Lessee's use of the remainder of the Leased Premises shall have been impaired or interfered with by reason of such partial taking. Lessee, at its option, may restore or repair the portion of the improvements, if any, then on the Leased Premises not taken by such condemnation. If no restoration is involved, the award shall be divided in accordance with Sections 6.2(b) and 6.2(c). In the event that Lessee elects to restore or repair, Lessor and Lessee shall together make one claim for their combined interests in the Leased Premises and the net award (after deduction of reasonable fees and expenses of collection, including, but not limited to, reasonable attorneys and experts fees) shall be paid as follows:

(a) Lessee shall receive an amount equal to the cost of restoration or repair and the value of the property so taken attributable to any period prior to the expiration of the term hereof (including any renewals of extensions).

(b) Out of any award remaining after a distribution in accordance with Section 6.2(a), Lessor shall receive an amount equal to the sum of (i) the then present value of all rents to be paid under this Lease attributable to the portion of the Leased Premises taken, plus (ii) the then present value of Lessor's reversionary interest in the portion of the Leased Premises taken.

(c) Lessee shall receive the remainder of the award, if any.

6.3. Temporary Taking: In the event of a taking of all or part of the Leased Premises by a governmental authority for temporary public or quasi-public use, this Lease shall not terminate and Lessee shall be entitled to the award made or damages granted in connection with such temporary taking attributable to any period prior to the expiration of the term hereof (including any renewals of extensions).

7. USE OF LEASED PREMISES.

7.1. Use: Lessee shall have the right to use the Leased Premises for the sole purpose of providing surface parking to the general public and operating a commercial business which is permitted under the zoning ordinance which is applicable to the Leased Premises.

7.2. Compliance with Laws: Lessee shall comply with all federal, state, county and city laws and ordinances applicable to the Leased Premises. Lessee shall have the right (in its own name or in the name of Lessor, or both, as Lessee may determine appropriate) to contest the enforcement or validity of any such laws and ordinances. If requested by Lessee, Lessor shall join Lessee as a party to any such contest at no cost or expense to Lessor.

8. IMPROVEMENTS.

8.1. Construction: Lessee may, but shall not be obliged to, construct and erect at its sole cost, risk and expense, upon the Leased Premises, or partly on the Leased Premises and adjoining premises, and in accordance with the site plan approved by the City and attached hereto as Exhibit B (the "**Site Plan**"), buildings and improvements of such type and of such construction for the Use characterized in Section 7 of this Lease, provided that Lessee obtain Lessor's prior approval, which such approval shall not be unreasonably withheld, conditions, or delayed.

8.2. Right to Demolish: Lessee shall have the right, at any time and from time to time and at Lessee's sole cost, risk and expense, but only with Lessor's prior approval (such approval not to be unreasonably withheld, conditioned or delayed), to alter structurally or otherwise remodel, reconstruct, add to, tear down, demolish, remove or destroy any building or improvements, or any part thereof, now or hereafter located on the Leased Premises or partly on the Leased Premises and adjoining premises. Notwithstanding the foregoing, Lessee shall not have the right to remove or demolish improvements to the Leased Premises related to the Veteran's Memorial, such improvements to be removed or relocated by the Lessor only, at Lessor's sole cost and expense. At the written request of Lessee, Lessor shall, within sixty (60) days after receipt of such written request, remove or relocate such improvements to the Leased Premises related to the Veteran's Memorial in accordance with Lessee's request. Lessee shall not be obligated to reconstruct any improvements demolished or otherwise destroyed by condemnation.

8.3. Liens: Lessee is under the affirmative obligation before any work is commenced upon the Leased Premises to inform any entity doing said work that the Leased Premises is owned by the Lessor and said Lessor is not subject the imposition of liens for work performed. Lessee covenants and agrees to protect, indemnify, defend, and hold harmless Lessor from and against all bills, claims, liens, and rights to liens for labor and materials and architects', contractors' and subcontractors' claims, and all other fees, claims and expenses incident to the Lessee's construction and completion of such buildings and improvements.

8.4. Title to Improvements: Title to and ownership of any such buildings and improvements so constructed by Lessee or any sublessee shall be and remain in Lessee throughout the term of this Lease.

8.5. Surrender: Subject to the rights and options of Lessee's mortgage (including any subsidiary of a Lessee mortgage which holds title to the Leased Premises, a "**Mortgage**") and subleases/licensees hereunder, Lessee covenants and agrees, at the termination of this Lease, whether by limitation, forfeiture, or otherwise, to quit, surrender and deliver to Lessor possession of the Leased Premises with all the buildings and improvements thereon (excluding all furniture, furnishings and equipment therein belonging to and removable by Lessee or its subtenants under the terms of this Lease) free and clear of any encumbrances, save Lessee's Mortgage, and in good condition and repair, ordinary wear and tear and damage by casualty excepted, all of which buildings and improvements shall become and remain the property of Lessor.

9. EASEMENTS, ZONING AND RESTRICTIONS.

9.1. Easements and Dedications: In order to develop the Leased Premises, it may be necessary or desirable that street, water, sewer, drainage, gas, power lines, set back lines, and other easements, and dedications, and similar rights be granted or dedicated over or within portions of the Leased Premises by plat, replat, grant, deed or other appropriate instrument; provided no such instrument shall be recorded against the Leased Premises without Lessor's prior approval (such approval not to be unreasonably withheld, conditioned or delayed). Lessor shall, on reasonable written request of Lessee, join with Lessee in executing and delivering such documents, from time to time, and throughout the Lease term, as may be appropriate, necessary or required by the several governmental agencies, public utilities and companies for the purposes of granting such easements and dedications.

9.2. Zoning: In the event that Lessee deems it necessary or appropriate to obtain use, zoning, site plan approval or any permit from the City of Saginaw, Texas or any other governmental entity having jurisdiction over the Leased Premises, or any part thereof, Lessor agrees, from time to time, on reasonable written request of Lessee, to the extent allowed by state law and Lessor's charter, ordinances and regulations, to execute such documents, or join in such petitions, applications and authorizations as may be appropriate, required or requested by Lessee and to co-operate in good faith with Lessee in all such efforts. Notwithstanding the foregoing, no application for rezoning, or amendment to the existing zoning affecting the Leased Premises shall be made without Lessor's prior approval, such approval not to be unreasonably withheld, conditioned or delayed.

9.3. Restrictions: At the reasonable written request of Lessee, Lessor shall, from time to time, execute and deliver or join in the execution and delivery of such documents as are appropriate, necessary or required to impose on the Leased Premises or release the Leased Premises from, as the case may be, such covenants, conditions and restrictions providing for, inter alia, exclusive uses of the Leased Premises, or any part thereof, the establishment of common and parking areas, the establishment of party walls, and provisions for the enlargement of the common and parking areas by the establishment of mutual and reciprocal parking rights and the rights of ingress and egress, and other matters, for the purpose of the orderly development of the Leased Premises. Notwithstanding the foregoing, no such instrument shall be recorded and/or released from or against the Leased Premises without Lessor's prior approval, such approval not to be unreasonably withheld, conditioned or delayed. In the event, such instrument is recorded without Lessor's prior approval, Lessee covenants and agrees (i) to release the same upon ten (10) days written notice from Lessor, and (ii) to protect, indemnify, defend, and hold harmless Lessor from and against all claims incident to the Lessee's recording of the same.

10. INSURANCE.

10.1. Builder's Risk: To the extent required by Lessee's Mortgagees (as defined herein), during the construction of any buildings and improvements, or any replacements or substitutions therefor, Lessee shall, at its sole cost and expense, keep and maintain policies of builder's risk insurance covering the full insurable value of all construction.

10.2. Fire and Extended Coverage: During the term of this Lease, Lessee shall, at its sole cost and expense, keep and maintain policies of insurance on any buildings and improvements against loss or damage by fire or damage by other risks now insured against by "extended coverage" provisions of policies generally in force on buildings or improvements of like type in the City of Saginaw, Texas.

10.3. General Liability: During the term of this Lease, Lessee shall, at its sole cost and expense, keep and maintain policies of comprehensive general liability insurance with limits, which may be effected by primary and excess coverage, of not less than $1,000,000 with respect to bodily injury or death to any number of persons in any one accident, not less than $1,000,000 with respect to property damage in any one accident. Such limits shall be increased during the term of this Lease (including any renewals and extensions) by such amount as is standard for similar properties within City of Saginaw, Denton County, Texas, for similar properties with the same type of improvements as may from time to time be situated upon the Leased Premises.

10.4. Forms of Policies: All insurance required herein shall (a) be carried in the name of Lessor, Lessee, and any applicable mortgagees to Lessee's Mortgage ("**Mortgagees**"), as their respective interests may appear, or name each of such parties as additional insureds, as the case may be; (b) provide that any loss thereunder (except in the case of comprehensive general liability insurance) may be adjusted with, and payable solely to either Lessee or named Mortgagees; (c) require at least fifteen (15) days advance written notice to Lessor and named Mortgagees prior to the cancellation thereof; and (d) where appropriate, contain provisions whereby the insurer releases and waives all rights of subrogation against both Lessor and named Mortgagees requesting same.

10.5. Blanket Policies: Lessee may have blanket insurance policies relating to the Leased Premises and other properties. The blanket insurance policies will not modify the coverages set forth in Section 10.

10.6. Copy of Insurance Policy(s). Upon commencement of the Term and thereafter whenever Lessor shall reasonably request, Lessee shall furnish Lessor with copies of Lessee's said insurance policies or with certificates evidencing, to Lessee's reasonable satisfaction, that such insurance is in effect.

10.7. Periodic Adjustments to Insurance Coverage. Lessor and Lessee agree that no more than once every five (5) years during the Term, Lessor shall be permitted to review and analyze with a third party insurance consultant the policies that are required to be carried pursuant to the terms of this Lease to insure that such policies meet the then existing industry standards for similar properties located in the City of Saginaw, Tarrant County, Texas. Upon completion of such analysis and review, Lessor shall deliver a copy of such analysis and review to Lessee along with any recommended adjustments to the policy limits, deductibles and coverages so as to meet the then existing industry standards. To the extend commercially reasonable, Lessor and Lessee agree to adopt such recommended adjustments, and shall amend this Lease as necessary to give effect thereto.

10.8. Indemnification.

Lessee hereby agrees to indemnify, defend, and hold free and harmless Lessor, its elected officials, employees, representatives, directors, officers, successors and assigns (collectively, the "**Lessor Indemnified Parties**") from and against any and all liabilities, claims, losses, causes of action, damages and out-of-pocket expenses, including, without limitation, interest, penalties, reasonable attorneys' fees and expenses and third party fees, and all amounts paid in the investigation, defense, and/or settlement of any claims, suits, proceedings, judgments, losses, damages, costs, liabilities and the like, which may be suffered, incurred or paid by the Lessor Indemnified Parties arising (i) in whole or in part, directly or indirectly, from or out of the use of the Leased Premises by the Permitted Users, except to the extent the same arise out of the negligence or willful misconduct of Lessor, (ii) in whole or in part, directly or indirectly, from or out of the gross negligence or willful misconduct of Lessee and Lessee's agents, contractors and representatives, and (iii) in whole or in part, directly or indirectly, from or out of Lessee's breach of its duties and obligations under this Lease.

10.9. Waiver of Subrogation.

(a) To the extent permitted by applicable law and without affecting the insurance coverages required to be maintained hereunder, Lessee waives (with the intent that the waiver be, to the extent permitted by applicable law, effective against Lessee itself and against any Person claiming through Lessee, including any insurance company claiming by subrogation) all rights Lessee may have now or in the future against Lessor for compensation for any damage, bodily injury (including disease and resulting death), personal injury, advertising injury, and damage to property of other parties, whether occurring or arising on the Leased Premises or the Parking Lot, to the extent Lessee is or will be compensated by the above referenced liability insurance policies or would be but for a failure of Lessee to diligently assert a liability insurance claim or to maintain liability insurance as required by this Section 10 **(REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF LESSOR)**. Lessee must have its legality insurance policies endorsed to make them valid notwithstanding this waiver if the endorsement is required to prevent a loss of insurance coverage.

(b) To the extent permitted by applicable law and without affecting the insurance coverages required to be maintained hereunder, Lessor waives (with the intent that the waiver be, to the extent permitted by applicable law, effective against Lessor itself and against any Person claiming through Lessor, including any insurance company claiming by subrogation) all rights Lessor may have now or in the future against Lessee for compensation for any damage to the Parking Lot, the Leased Premises or the Lessors other property to the extent Lessor is or will be compensated by the above referenced property insurance policies or would be but for a failure of Lessor to diligently assert an insurance claim or to maintain the property insurance required by this Section 10 **(REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF LESSEE)**. Lessor must have its legality insurance policies endorsed to make them valid notwithstanding this waiver if the endorsement is required to prevent a loss of insurance coverage.

11. SUBLETTING AND ASSIGNMENT.

11.1. Right to Sublet and License: Lessee may from time to time sublet or license the Leased Premises in whole or in part at any time and from time to time without Lessor's consent. The making of any such sublease or license shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations hereunder.

11.2. Right to Assign: Lessee may assign this Lease at any time without the consent of the Lessor, provided the Lessee shall, in each case other than an assignment to a Mortgagee (or a Successor Owner [defined below]), deliver to Lessor an instrument in recordable form under the terms of which the assignee of Lessee's interest in this Lease assumes all of the burdens, terms, covenants, conditions and obligations of Lessee hereunder. After delivery by the assigning Lessee to Lessor of the assumption certificate described hereinabove, the assigning lessee shall be relieved of any and all of Lessee's liabilities or obligations hereunder and the Lessor shall look only to such successor lessee for performance of all of the obligations and liabilities of the Lessee under this Lease of every kind and character thereafter to accrue. Each successor lessee shall have a right to make a further assignment of this Lease and to be relieved from liability hereunder as long as the conditions of this Section 11.2 are fulfilled.

11.3. Recognition of Subleases: Notwithstanding anything herein to the contrary, if for any reason this Lease and/or the rights of Lessee hereunder are terminated for any reason, by operation of law or otherwise, Lessor agrees that such termination shall not result in any termination of any sublease or license of the Leased Premises, and that each such sublease or license shall continue for the duration of its respective term and any extensions thereof as a direct lease or license (as applicable) between the Lessor and the subtenant/licensee thereunder, with the same force and effect as if Lessor hereunder had originally entered into such sublease or license. Except as otherwise required by law, any such subtenant/licensee shall not be named or joined in any action or proceeding by Lessor under this Lease to recover possession from Lessee. On the date of expiration or sooner termination of this Lease, Lessee shall be deemed to assign (and by the execution hereof does assign, effective upon such expiration or termination) to Lessor all of its right, title and interest under any and all subleases/licenses affecting any portion of the Leased Premises. If this Lease is terminated and a new Lease is executed under Section 12.4 below, such subleases/licenses will automatically become subleases/licenses under such new Lease. Lessor agrees to execute any document reasonably requested by any such subtenant/licensee to evidence the foregoing.

12. FINANCING.

12.1. Right to Finance: Lessee shall from time to time and at any time have the right to encumber by one or more mortgages, deeds of trust, security agreements, or other instruments in the nature thereof, as security for one or more loans, indebtednesses or obligations, this Lease, its right to use and occupy the Leased Premises, the leasehold estate created hereby, all right, title and interest in and to any improvements on the Leased Premises, as well as in and to any and all other improvements at any time located on or partially on the Leased Premises, and any other property so affixed to said land, buildings or improvements as to be a part thereof. Any such indebtedness or obligation and any such mortgage, deed of trust or security agreement securing same shall be for such amount and on such other terms and conditions as Lessee may agree to.

12.2. Notices to Mortgagee: If at any time after execution and recordation in Denton County, Texas, of any such mortgage, deed of trust, or other instrument in the nature thereof, Lessee or the Mortgagee shall notify Lessor in writing that any such mortgage or deed of trust has been given and executed by Lessee, and shall furnish Lessor with the address to which Mortgagee desires copies of notices to be mailed (or designate some person or entity as the agent and/or representative of the Mortgagee for the purpose of receiving copies of notices), Lessor hereby agrees that Lessor will thereafter deliver, in addition to any other notice Lessor shall be required by this Lease to deliver to Mortgagee, at the address so given, by registered mail, postage prepaid, return receipt requested, and at the same time that such notice is placed in the mail or otherwise delivered to Lessee, duplicate copies (a "**Default Notice**") of any and all notices in writing which Lessor may from time to time give or serve upon Lessee under and pursuant to the terms and provisions of this Lease, including but not by way of limitation, any notices of default required to be sent by virtue of Section 13 hereof. Lessor shall also notify each Mortgagee of any proposed action requiring the prior approval of Mortgagee hereunder and any casualty or condemnation loss.

12.3. Right to Cure: Mortgagee shall have the right to cure any Lessee default hereunder in accordance with the timeframes set forth in Sections 13.1 and 13.2. If Mortgagee elects to cure any Lessee default under Sections 13.1 or 13.2 hereof, upon the cure of such default, Mortgagee shall not be required to continue to keep all rent current or to pursue acquisition of the leasehold estate. Prior to obtaining possession of the leasehold estate under this Lease, Mortgagee shall not be required to cure those defaults which are only capable of being cured while in possession of the Leased Premises so long as Mortgagee shall be proceeding with reasonable diligence to obtain the leasehold estate under this Lease and possession of the Leased Premises, whether by foreclosure or otherwise. To cure any Lessee default, Mortgagee may enter the Leased Premises and exercise any of the rights and powers granted to Mortgagee under this Lease or at law. Lessee irrevocably directs that Lessor accept, and Lessor agrees to accept, performance by Mortgagee of any term, covenant or provision under this Lease.

12.4. Option for New Lease: Upon termination of this Lease for any reason other than expiration by passage of time of the original stated term (or any applicable extension thereof), Lessee shall deliver written notice of such termination to any Mortgagee about which Lessor has been notified pursuant to Section 12.2 hereof and such Mortgagee shall have the option within ninety (90) days after receipt of written notice of such termination, to elect to receive from Lessor a new lease of the Leased Premises for the unexpired balance of this Lease term, or any renewal and extension hereof, on the same terms and conditions as in this Lease set forth, and Lessor agrees to execute such new lease provided such Mortgagee:

(a) shall forthwith cure any monetary default of Lessee under the Lease;

(b) shall undertake forthwith to remedy any nonmonetary default of Lessee under the Lease, excluding those which by their nature are incapable of cure by any other person; and

(c) shall thereafter observe and perform all covenants and conditions in such Lease contained on the part of Lessee to be observed and performed excluding those which by their nature are incapable of performance by any other person.

In the event that more than one (1) Mortgagee shall exercise the foregoing option for a new lease, Lessor shall enter into a new lease with the Mortgagee, or the designee of such Mortgagee, having the highest priority among those Mortgagees which exercised the option.

If a Mortgagee or another party acquires the Lessee's leasehold estate in the Leased Premises through a foreclosure or deed in lieu of foreclosure (such owner, a "**Successor Owner**"), the Successor Owner shall not be:

(aa) subject to any claims or defenses which Lessor might have against Lessee;

(bb) liable or responsible for any default by Lessee under this Lease or obligated to cure any prior default by Lessee under this Lease; provided, however, that upon acquisition of the Lessee's leasehold estate in the Leased Premises by Successor Owner and the Successor Owner becoming the tenant under this Lease, (i) Lessor shall retain the right to terminate this Lease if Successor Owner fails to cure any continuing non-monetary default of Lessee or a default in the payment of rent payments, other than those defaults personal to Lessee and not susceptible to cure by Successor Owner, if Lessor has delivered written notice of such default to Successor Owner prior to Successor Owner obtaining possession of the Leased Premises and (ii) any default of Successor Owner as tenant under this Lease shall be the responsibility of Successor Owner, to the extent provided by and in accordance with the terms of this Lease;

(cc) liable or responsible for any agreement of Lessee to indemnify or defend Lessor, or to reimburse Lessor for any sums expended by Lessor; provided, however, that upon acquisition of the Lessee's leasehold estate in the Leased Premises by Successor Owner and Successor Owner becoming the tenant under this Lease, Successor Owner shall be responsible for its indemnification, defense or reimbursements obligations under this Lease, to the extent provided by and in accordance with the terms of this Lease, and solely with respect to those obligations arising from events occurring after Successor Owner's acquisition of the Leased Premises;

(dd) required to occupy or operate in, or to cause tenants to occupy or operate in, the Leased Premises.

12.5. No Liability: No Mortgagee shall be or become liable to Lessor as an assignee of this Lease or otherwise, unless such Mortgagee expressly assumes by written instrument such liability, and no assumption shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such mortgage or deed of trust or other instrument or from a conveyance from Lessee pursuant to which the purchaser at foreclosure or grantee shall acquire the rights and interest of Lessee under the terms of this Lease. If a Mortgagee acquires an interest in the Leased Premises and subsequently sells such interest, such Mortgagee shall be fully released from any liability hereunder.

12.6. Waiver of Rents: If Lessee defaults under the terms of any such first mortgage, and a Successor Owner acquires Lessee's leasehold estate, whether by exercising such Mortgagee's power of sale, by judicial foreclosure, or by assignment in lieu of foreclosure of exercise of power of sale, Lessor agrees to waive the rents falling due until the earlier to occur of six (6) months following the acquisition by such Successor Owner or the date such Successor Owner sells or

assigns the leasehold estate to a new lessee, such waiver of rents being conditioned on the following:

(a) Payments of all taxes, assessments, and insurance premiums required by this Lease to be paid by Lessee are current, or are brought current by the Successor Owner, and are kept current by the Successor Owner;

(b) Payments of all utility charges for the Leased Premises are current or are brought current and are kept current;

(c) The Successor Owner performs all of Lessee's obligations for maintaining the Leased Premises and the improvements thereon in good order and repair;

(d) All income and rents from the operation of the Leased Premises or the improvements thereon shall be held by such Successor Owner and applied on a monthly basis in the following manner:

(i) to payment of items (a) through (c) above and such Successor Owner's reasonable expenses incurred in operating the Leased Premises and the improvements thereon;

(ii) to payment of normal amortization payments payable on the first mortgage;

(iii) to cure any rent defaults of Lessee and to payment of normal rents payable by Lessee under the Lease; and

(iv) the remainder, if any, shall be applied to reduce the principal amount of the first leasehold mortgage.

12.7. Modifications:

(a) Lessor shall not accept any surrender of or agree to any termination of or enter into any modification or amendment of this Lease without the prior written consent thereto by any such Mortgagee, and any attempt to do so without such written consent shall be void and of no force and effect.

(b) Lessor agrees to modify this Lease from time to time for the purpose of incorporating herein such additional mortgagee protective provisions as may be reasonably requested by any such Mortgagee; provided such modifications are reasonably acceptable to Lessor and not inconsistent with any of the monetary terms of this Lease.

12.8. Rights Cumulative: All rights of Mortgagee under this Lease shall be cumulative.

12.9. Lessor's Right to Finance: Lessor may not encumber by mortgage, deed of trust, security agreement, or other instrument in the nature thereof (any "**Fee Encumbrance**"), any of Lessor's right, title or interest in the Leased Premises without the prior written consent of Lessee and its Mortgagee.

13. DEFAULT.

13.1. Monetary Default: In the event of a default on the part of Lessee in payment of rentals or insurance premiums, or any other monies required to be paid by Lessee under this Lease, if Lessor shall deliver to Lessee and each Mortgagee as required by Section 12.2 hereof a written notice specifying such default and if the default as specified by such notice shall continue for a period of thirty (30) days after the date of delivery of such notice, then in such event Lessor shall have the right at Lessor's election to take any of the remedies set forth hereinafter; provided that if there be one or more Mortgagees who are entitled to notice of default by reason of Section 12.2 hereof, Lessor shall not have the right to exercise any such remedies until and unless it has delivered to such Mortgagees a second notice of such default, specifying that such default remains uncured and if, within thirty (30) days after the delivery of such second notice of default any such Mortgagee or its designee pays the rentals, insurance premiums, or other monies required to be paid by Lessee as specified in such written notice of default.

13.2. Non-Monetary Default: In the event of any breach of this Lease by Lessee, other than as specified in Section 13.1, if Lessor shall deliver to Lessee and each Mortgagee as required by Section 13.2 hereof a written notice specifying such breach and if the breach so specified by such notice shall not be removed or cured for a period of thirty (30) days after the date of delivery of such notice without Lessee or any Mortgagee or a designee of any Mortgagee having commenced to remove or cure such breach (and thereafter proceeding with reasonable diligence to completely remove or cure such breach), then in such event Lessor shall have the right at its election to exercise any of the remedies set forth hereinafter; provided that if there be one or more Mortgagees who are entitled to notice of default by reason of Section 12.2 hereof, Lessor shall not have the right to exercise any such remedies until and unless it has delivered to such mortgagees a second notice of default, specifying (i) that such breach remains uncured and (ii) a date of termination of the Lease if the breach continues, which date shall not be less than thirty (30) days following receipt of the second notice. If, within thirty (30) days after the delivery of such second notice of default, any such Mortgagee notifies Lessor that it intends to remove or cure such breach, the termination of this Lease, as fixed in Lessor's second notice shall be postponed or extended until the earlier to occur of (a) six (6) months after receipt of the second notice by all such mortgagees or (b) the date on which such removal or cure is accomplished. Provided, further that if any Mortgagee of Lessee's interest under Article XII of this Lease is not in actual possession of the Leased Premises at the time of such breach, then the time within which such default shall be extended until such Mortgagee can obtain actual possession, provided that during such interim the Mortgagee under a mortgage of the leasehold estate authorized by Article XII, or its designee, shall pay or cause to be paid all rents, taxes, assessments, and insurance premiums provided for hereunder as and when they become due under the terms of this Lease.

13.3. Enforcement of Remedies: Upon Lessor's becoming entitled to pursue its remedies against Lessee, and subject to the rights of a Mortgagee as granted by Articles XII and XIII, including a Mortgagee's right to receive notices sent to Lessee granted by Section 12.2 and Mortgagee's right to cure events of default granted by Sections 12.3, 13.1 and 13.2, Lessor may enforce the performance of this Lease in any mode provided by law, or this Lease may be terminated at Lessor's discretion. Upon Lessor's electing to terminate and subject to Section 12.4 hereof, this Lease shall cease and come to an end as if that were the date originally fixed herein for the expiration of the term hereof.

13.4. No Waiver: No waiver by either party of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

13.5. Bankruptcy: The bankruptcy or insolvency of Lessee, an assignment by Lessee for the benefit of Lessee's creditors, the appointment of a trustee, liquidator or receiver for Lessee, reorganization by Lessee, an admission by Lessee of its inability to pay its debts as the same become due and/or the seeking or granting of any order of relief in any proceeding commenced by or against Lessee under any present or future federal or state bankruptcy, insolvency or creditors relief statute shall not affect this Lease so long as all covenants of Lessee are continued in performance by Lessee or its successors or legal representatives. Furthermore, with respect to the rights of a Mortgagee, all notices of default and the periods for curing the same shall be extended for such period of time as Lessee and/or its interest under this Lease are involved in any bankruptcy, receivership, custodial or other legal proceeding preventing such Mortgagee from curing any such default and/or obtaining title to the interest of Lessee under this Lease and/or actual possession of the Leased Premises.

14. NON-LIABILITY.

14.1. Lessor Non-Liability: Lessor shall not be liable to Lessee or to Lessee's employees, subtenants, patrons or visitors for any damages to persons or property caused by any act of negligence or any other act of Lessee, its agents or employees, or any subleasee/licensee of the Leased Premises holding under Lessee, or due to fire, tornado or other casualty, or due to any building on the Leased Premises and appurtenances thereon being improperly constructed, or being or becoming out of repair, or due to any cause whatsoever by reason of the use, occupancy or enjoyment of the Leased Premises by Lessee.

14.2. Lessor Non-Liability: The term "Lessor", as used in this Lease shall mean only the holder for the time being of the Lessor's interest in this Lease. Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the liability of Lessor hereunder in the event of a breach by Lessor of any of the terms, covenants and conditions of this Lease to be performed by Lessee shall be limited to the equity of Lessor in the Leased Premises. In furtherance of the foregoing, Lessee agrees that its sole remedy against Lessor as a result of a breach of any of the terms, covenants or conditions hereof shall be termination of this Lease.

15. FORCE MAJEURE.

It is expressly understood and agreed that if the curing of any default (other than failure to pay rent, taxes, insurance premiums or other sums of money) or the performance of any other covenant, agreement, obligation or undertaking herein contained (other than payment of rent, taxes, insurance premiums or other sums of money) is delayed by reason of war, riots or civil commotion, acts of God, governmental restrictions, regulations, or interferences, fire or other casualty, strikes, shortages or labor or material, or any circumstances reasonably beyond the control of the party obligated or permitted under the terms hereof to do or perform the same and without such party's fault, regardless of whether any such circumstance is similar to any of those enumerated or not, each such party shall be excused from doing or performing the same during such period of delay.

16. ESTOPPEL CERTIFICATES.

Lessor and Lessee shall, from time to time, without additional consideration promptly upon request, execute and deliver to each other or to any person whom the requesting party may designate, an estoppel certificate consisting of statements, if true, that (i) this Lease is in full force and effect, with rent current through the date of the certificate (or stating the date through which rent has been paid); (ii) this Lease has not been modified or amended (or setting forth all modifications and amendments); (iii) to the best of such party's knowledge and belief, the other party is not then in default, and Lessee and Lessor have fully performed all of Lessee's and Lessor's obligations, hereunder; and (iv) if true, the transactions, if any, described in the request do not constitute an event of default under this Lease; and such further instruments of a similar nature evidencing the agreement of Lessor or Lessee to any Mortgagee or prospective purchaser or lessee or sublessee as may be reasonably requested by lessor or Lessee or any leasehold Mortgagee, fee mortgagee of Lessor, assignee or transferee of the interest of Lessor or Lessee, or subtenant/licensee, as applicable.

17. Intentionally Deleted.

18. MISCELLANEOUS.

18.1. Relationship: Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

18.2. Numbers and Gender: Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

18.3. Recording: Upon execution and delivery of this Lease, Lessor and Lessee shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.

18.4. Heading. The headings, captions, and arrangements used in this Lease are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Lease, not affect the meaning thereof.

18.5. References: All references to "Article", "Articles", "Exhibit", "Exhibits", "Section", "Sections", "Subsection" or "Subsections" contained in this Lease are, unless specifically indicated otherwise, references to articles, exhibits, sections and subsections of this Lease.

18.6. Notices: Whenever this Lease requires or permits any consent, approval, notice, request, or demand from one party to another, unless otherwise provided, the consent, approval, notice, request or demand must be in writing to be effective and will be effective upon delivery, and shall be deemed to have been given on the third (3rd) business day after it is enclosed in an envelope, addressed to the party to be notified at the address stated on the signature page hereof

(or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Postal Service, registered mail, return receipt requested.

18.7. Laws: This Lease is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of such State and of the United States shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation hereof.

18.8. Partial Invalidity: If any provision of any of this Lease is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Lease shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Lease a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

18.9. Prior Agreements: This Lease embodies the entire agreement between the parties relating to the subject matter hereof, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed jointly by Lessor and Lessee and supplemented only documents delivered or to be delivered in accordance with the express terms hereof.

18.10. Approval from Lessor and/or City: The parties hereby agree that any instance in which Lessor's approval is required by Lessee, such approval may be completed and approved by the City Manager of the City of Saginaw, Tarrant County, Texas, on behalf of the Lessor/City.

18.11. Multiple Counterparts: This Lease may be executed in a number of identical counterparts, each of which constitutes an original and all of which constitute, collectively, one agreement; but in making proof of this Lease, it shall not be necessary to produce or account for more than one such counterpart.

18.12. Successors and Assigns: This Lease shall be binding upon and inure to the benefit of Lessor and Lessee, and their respective successors and assigns.

18.13. Merger of Title: No merger of Lessee's interest in this Lease or of the leasehold estate created by this Lease with the fee simple estate in the Leased Premises, or any part thereof, shall occur by reason of the fact that the same person may acquire or own or hold, directly or indirectly, (i) Lessee's interest in this Lease or the leasehold created by this Lease and (ii) the fee estate in the Leased Premises or any part thereof or any interest therein, and no such merger shall occur unless and until all persons having an interest in the ownership interests described in (i) and (ii) above (including any Mortgagee) shall join in a written instrument effecting such merger and shall record same.

18.14. Spreading of Mortgage: Notwithstanding the fact that no merger of estates shall occur upon the simultaneous ownership by the same person or entity of the fee simple estate in the Leased Premises and the leasehold estate created by this Lease, a leasehold mortgage in existence

at the time such simultaneous ownership occurs shall nevertheless attach to the fee simple interest held by the Lessee in the Leased Premises, as well as continuing to encumber the leasehold estate.

18.15. Time is of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Lease.

18.16. Attorney's Fees: In the event either party hereto fails to comply with any of the terms of this Lease to be complied with on its part and the other party commences legal proceeding to enforce the terms of the Lease, the prevailing party in any such proceeding shall receive from the other its reasonable attorney's fees.

18.17. Landlord's Liens. Lessor waives all statutory and contractual liens and security interests against Lessee's property by virtue of this Lease.

18.18. No Waiver of Sovereign Immunity. The Parties expressly agree that no provision of the Lease is in any way intended to constitute a waiver by the City of Saginaw of any immunities from suit or from liability that the City of Saginaw may have by operation of law.

18.19. Lease Subject to Existing Laws. Notwithstanding anything to the contrary contained herein, this Lease shall be subject to the provisions of federal and state law, including, without limitation, the provisions of section 253.001 (b) of the Texas Local Government Code, as it may be amended. In addition, notwithstanding anything to the contrary contained herein, this Lease shall be subject to the zoning on the Lease Premises, as of the Commencement Date of this Lease. No provision of this Lease shall require the City Council of the City of Saginaw, to approve a change in the zoning to the Leased Premises and Lessee agrees and acknowledges that zoning is legislative and discretionary and a denial of a zoning change to the Lease Premises shall never constitute a breach of this Lease. Lessee acknowledges that the current zoning on the Lease Premises is lawful and applicable to the Leased Premises, and waives the right to challenge same.

[Signature page follows.]

EXECUTED as of the ___ day of _____, 2023.

LESSOR:

CITY OF SAGINAW, TEXAS

By:_____
Name: _____
Title: _____

Address:

_____
_____
_____, Texas

LESSEE:

TRITON SAGINAW, LLC,
a Texas limited liability company

By:_____
Name: _____
Title: _____

Address:

320 W. Main Street
Lewisville, Texas 75057
Attn: Kristian Teleki

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

SITE PLAN

(6) PUBLIC HEARING – Consideration and Action regarding Proposal to Relocate the Surface Improvements made to Veteran's Memorial at Kiwanis Park to 333 West McLeroy Blvd. and to consider the Approval of a Non-Park Use of the Park Property as a Component of a Proposed Economic Development Project involving a Multi-Restaurant Concept and Entertainment Venue

Mayor Flippo declared the public hearing for this item opened at 6:37 p.m. City Attorney Meredith explained the purpose of the public hearing is for input concerning the relocation of the Veterans Memorial and input concerning a non-park use of the park property.

Mr. John Peet addressed the Council. He expressed his concerns about the relocation of the park. There being no further public comments, Mayor Flippo declared the public hearing closed at 6:54 p.m.

Motion was made by Councilmember Lawson with a second by Councilmember Bighorse to approve the relocation of the surface improvements made to Veteran's Memorial at Kiwanis Park to 333 West McLeroy Blvd. and approve the non-park use of the park property as a component of a proposed economic development project involving a multi-restaurant concept and entertainment venue (Resolution No. 2023-05). Motion carried. 5-0-1-1

For:	Mayor Flippo, Councilmembers Felegy, Lawson, Bighorse, and Copeland
Against:	None
Abstain:	Mayor Pro-Tem Junkersfeld (due to Conflict of Interest)
Absent:	Councilmember Tucker

RESOLUTION NO. 2023-05

A RESOLUITON OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, APPROVING THE NON-PARK USE OF KIWANIS PARK AS A COMPONENT OF A PROPOSED ECONOMIC DEVELOPMENT PROJECT; MAKING CERTAIN FINDINGS IN ACCORDANCE WITH TEXAS PARKS AND WILDLIFE CODE SEC. 26.001 ET SEQ.; APPROVING THE RELOCATION OF THE PARK IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council considered public input regarding the proposed non-park use of the Kiwanis Park property as a component of a proposed economic development project involving a multi-restaurant concept and entertainment venue;

WHEREAS, the City Council supports the relocation of current park surface improvements to a location that is more suitable for public use and enjoyment;

WHEREAS, notice of a public hearing was published on January 31, 2023, February 7, 2023, and February 14, 2023 in a newspaper of general circulation; and

WHEREAS, the City Council conducted the public hearing on February 21, 2023, to consider the use of parkland for the non-park purposes detailed herein.

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

SECTION 1.

That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2.

The City Council finds that, having taken into account clearly enunciated local preferences, there is no feasible and prudent alternative to the use of the parkland (identified in the attached Exhibit "A").

The City Council further finds that all reasonable planning has been done to minimize harm to the parkland from the resulting use.

Based on the foregoing, the use of the park property for the purposes outlined herein, is hereby approved.

SECTION 3.

That this resolution shall be effective immediately from and after its adoption.

ADOPTED AND APPROVED THIS 21st DAY OF February, 2023.

APPROVED: _____
Todd Flippo, Mayor

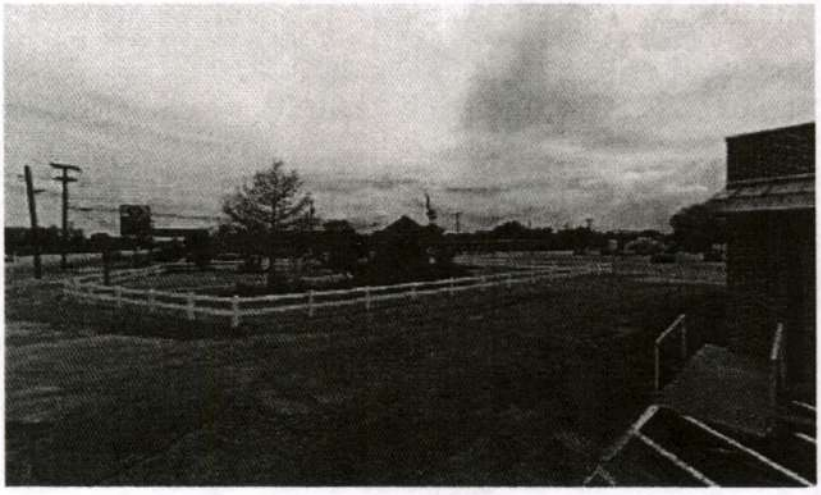
ATTEST: _____
Janice England, City Secretary

CITY OF SAGINAW TEXAS
CORPORATE
SEAL

Google Maps

Imagery ©2023 Maxar Technologies, U.S. Geological Survey, Map data ©2023 50 ft

Google Maps Kiwanis Park



Kiwanis Park

Park

Directions Save Nearby Send to phone Share

Saginaw, TX 76179

ci.saginaw.tx.us

City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action regarding Chapter 380 Agreement with Triton Saginaw, LLC--Bryn Meredith, City Attorney

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Business	Item: E

Reference File

BACKGROUND/DISCUSSION:

The proposed Chapter 380 Agreement with Triton Saginaw, LLC addresses the sale and development of the property at 400 S. Saginaw Blvd. and 405 S. Belmont St. This was approved at the October 18, 2022 City Council pending the property being vacated by the Fire Department. The Fire Department is now completely moved to their new location. The proposed agreement was drawn up by the City Attorney.

FINANCIAL IMPACT:

RECOMMENDATION:

ECONOMIC DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SAGINAW, TEXAS
AND
TRITON SAGINAW, LLC

This Economic Development Agreement ("**Agreement**") is made and entered into by and between the City of Saginaw, Texas ("**City**"), and Triton Saginaw, LLC, a Texas limited liability company ("**Company**"). Company and the City may sometimes hereafter be referred to individually as a "party" or collectively as the "parties."

RECITALS:

WHEREAS, the City owns an approximate 2.50-acre tract of real property commonly known as 400 S. Saginaw Boulevard and 405 S. Belmont Street, and as more particularly described on the attached Exhibit A ("**Property**"); and

WHEREAS, pursuant to Ordinance No. 2023-02, the City has rezoned the Property to Planned Development (PD) zoning with Community Commercial (CC) Development Regulations; and

WHEREAS, pursuant to Resolution No. 2023- 05, the City has determined, with respect to a portion of the Property that is currently used as park, that: 1) there is no feasible and prudent alternative to the use of the park, and 2) all reasonable planning has been done to minimize harm to the park, and therefore desires to ground lease such portion to permit development of the Property; and

WHEREAS, the City publicly bid the Property for sale in accordance with all state law requirements and has selected Company as a buyer and ground lessee; and

WHEREAS, Company, an affiliate of Local Favorite Restaurants, LLC, a Texas limited liability company ("**Local Favorite**"), plans to construct a unique outdoor lifestyle environment development on the Property, including three restaurants and performance stage; and

WHEREAS, the City seeks to incentivize the development; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the City; and

WHEREAS, the City has determined that the incentives set forth in this Agreement will serve the public purpose of promoting local economic development, will diversify the economy of the state and the City, will assist in eliminating unemployment and underemployment in the state and the City, and will enhance business and commercial activity within the City; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes

economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the state, by assisting in the elimination of unemployment or underemployment in the state, and by the development or expansion of commerce within the state; and

WHEREAS, the City owns a road vehicle originally designed to assist in fighting fires and built with the capability of operating firefighting equipment such as hoses, ladders, and pumps and carrying teams of firefighters to emergency scenes ("**Vehicle**"); and

WHEREAS, the Vehicle is aging, reaching the end of its service life, and will be replaced with a new firefighting apparatus; and

WHEREAS, in connection with the City's efforts to serve the public purpose of promoting local economic development, diversify the economy of the state and the City, assist in eliminating unemployment and underemployment in the state and the City, and enhance business and commercial activity within the City, the City desires to convey the Vehicle to Company, and Company desires to accept the conveyance of said Vehicle, subject to the terms, conditions, and regulations set forth under Chapter 380 of the Texas Local Government Code and this Agreement.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

"**Agreement**," "**City**," "**Company**," and "**Property**" have the meanings set forth above.

"**Capital Investment**" means the actual cost incurred related to the design, engineering, construction, furnishing, fixturing, and equipping of the Development, including the actual design, engineering, and construction costs of all buildings, renovations, site preparation, structures, infrastructure, offsite improvements (if any), utilities, landscaping and onsite improvements, including labor and materials, and the actual cost of any furniture, fixtures, or equipment installed in connection with the Development. It does not include value of the land, insurance costs, legal fees and expenses, marketing costs or any interest paid to finance the cost of Capital Investment.

"**Certificate of Occupancy**" means the document issued by the City to Company certifying that a building or structure complies with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy, whether temporary or permanent.

"**Development**" means a three-restaurant compound including Twisted Root Burger Company, Taqueria La Ventana, and Del Toro BBQ (*provided, however*, that (i) Company may substitute the restaurant brand or concept for Taqueria La Ventana or Del Toro BBQ with another

complimentary restaurant brand or concept operated by Local Favorite with the written approval of the City Manager (such approval not to be unreasonably withheld, conditioned, or delayed), and (ii) the Development must include a Twisted Root Burger Company), with a common "biergarten" serving all three restaurants, and a performance stage, all as depicted on the attached Exhibit B.

"**Effective Date**" means the date this Agreement is fully executed by both the City and Company.

"**Expiration Date**" shall mean the date all parties have met their obligations under this Agreement, unless terminated sooner in accordance with this Agreement.

"**Grant**" means the payment to be made by the City to Company pursuant to this Agreement as a reimbursement for a portion of the cost of the utility improvements to be done on the Property in the amount of (a) $150,000 if Company achieves Substantial Completion with all three (3) restaurants by the Completion Date, or (b) $100,000 if Company achieves Substantial Development with at least two (2) restaurants by the Completion Date.

"**Term**" means the term of this Agreement as described in Article 2 of this Agreement.

ARTICLE 2
TERM

2.01 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Development to the City. The terms of this Agreement implement the program.

2.02 Term. The term of this Agreement ("**Term**") will commence on the Effective Date and will continue until the Expiration Date.

ARTICLE 3
CONVEYANCE OF PROPERTY

3.01 Conveyance of Property. In consideration of Company constructing the Development, the City shall deliver to Company a special warranty deed ("**Deed**"), in the form attached hereto as Exhibit C and a ground lease (the "**Ground Lease**"), in the form attached hereto as Exhibit D, within thirty (30) days of receiving Company's written request for the Deed. Notwithstanding the foregoing, the Deed will not be delivered before the date that is ninety (90) days following the Effective Date, subject to 6.03, below. The Parties acknowledge and agree that the fair market value of the land and improvements comprising the Property is the same as the assessed value of the Property determined by the Tarrant County Appraisal District for the calendar year 2022, which is $1,145,829.00.

3.02 Conveyance of Vehicle. In consideration of Company constructing the Development, and in connection with the City's conveyance of the Property through the Deed and Ground Lease pursuant to Article 3.01 set forth above, the City shall deliver a certificate or registration of title for the Vehicle, which such certificate or registration of title shall convey such Vehicle and all right, title, and interest therein to Company free and clear of any and all liens and encumbrances on title. City shall deliver the certificate or registration of title for the Vehicle by no later than June 1, 2024; provided, however, in the event City requires the continued use of the Vehicle, City shall send Company written notice fifteen days prior to June 1, 2024 indicating the need for the vehicle and providing Company with a new deadline by which the title to the Vehicle shall be conveyed. Company agrees that the Vehicle will be publicly displayed on the Property and may not be removed from the Property or transferred/sold to a third party without the prior written approval of the city council of the City.

3.03 Due Diligence. Company and its authorized representatives shall have the right during the period from the Effective Date until it requests the Deed to enter upon the Property, including buildings and structures, at all reasonable times and from time to time for the purposes of inspecting the Property. The City consents to Company conducting a Phase I Environmental Site Assessment of the Property. Company shall not conduct any invasive testing, including, without limitation, any Phase II Environmental Site Assessment, without the prior written approval of the City Manager, such approval which shall not be unreasonably withheld, conditioned, or delayed. Any entry shall be at the sole cost, expense and risk of Company. Company hereby indemnifies and agrees to hold the City harmless from and against any and all loss, cost or expense (including attorneys' fees and expenses) resulting directly or indirectly, from any entry by Company, or any employee, agent, principal or independent contractor of Company, upon the Property; provided, however, that the Company shall in no event be liable for the mere discovery of any hazardous materials or other conditions on the Property except to the extent exacerbated by the actions of the Company or its employees, agents, principals or independent contractors. SUCH INDEMNIFICATION WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR THE BENEFIT OF THE CITY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF THE CITY, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED UPON OR ALLEGED AGAINST THE CITY, BUT WILL NOT BE ENFORCED TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY. Company shall notify the City not less than three (3) business days in advance of any such proposed entry to conduct the inspection of the Property. The City's representatives may be present during any such entry by Company to perform the Phase I Environmental Site Assessment but must be present when Company enters any structure or improvement on the Property. Further, Company agrees (i) to not interfere with the City operations conducted on the Property; and (ii) to repair any damage to the Property caused by Company or its agents or employees and restore the Property to the same condition existing at the time immediately prior to any such damage.

3.04 Title Insurance. The conveyance of the Property will be subject to all matters of record and ad valorem taxes for the year in which the conveyance of the Property is made. The Company will be solely responsible for obtaining title insurance on the Property and the City agrees to

execute such affidavits as are necessary for Company to obtain title insurance for the Property. At the Company's election and at its sole cost (including any escrow and recording fees), conveyance of the Property may be conducted by and through a title company selected by Company.

ARTICLE 4
COVENANTS OF COMPANY

4.01 Company Obligations. In consideration of the City agreeing to convey the Property and provide the Grant and permit fee waivers, Company agrees to the following:

(a) By the last day of the twelfth month following the conveyance of the Property and Ground Lease to the Company, or December 31, 2024, whichever is earlier (the "**Completion Date**"), Company must substantially complete construction of the Development in substantial compliance with the concept plan on the attached Exhibit B, and receive a Certificate of Occupancy for least two of the three restaurants within the Development ("**Substantial Completion**"). In the event Company desires to make a material modification to the concept plan attached as Exhibit B, such material modification must be approved by the City's city council; and

(b) Company agrees to make a Capital Investment of no less than $2,500,000.

(c) Company will construct the Development in compliance with all federal, state, and local laws and regulations.

4.02 Undocumented Workers. Company covenants and certifies that it does not knowingly and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay to the City the full amount of all payments made under Article 5 of this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company receives a notice of violation from the City.

ARTICLE 5
COVENANTS OF CITY

Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this section, the City will be obligated to do the following:

5.01 Grant. Provided Company has fulfilled its obligations in Article 4 of this Agreement, the City will pay the Grant to Company within thirty (30) days of receiving a Payment Request from Company. For purposes of this section, "**Payment Request**" means a written request for the Grant

which is accompanied by documentation, on a form satisfactory to the City Manager, evidencing Company's satisfaction of its obligations under Article 4 of this Agreement.

5.02 Permit Fee Waiver. The City agrees to waive building permit fees for initial construction of the Development. No building permit fees will be waived for any portion of the Development once all three restaurants have received a Certificate of Occupancy.

ARTICLE 6
TERMINATION; REPAYMENT; OFFSETS

6.01 Termination. This Agreement may be terminated upon any one or more of the following:

(a) By mutual written agreement of the parties;

(b) (1) if Company fails to provide written notice to the City by the date that is ninety (90) days following the Effective Date that Company intends to take title to the Property, or (2) upon written notice by Company, if Company elects not to take title to the Property on or before the date that is ninety (90) days following the Effective Date;

(c) Upon written notice by the City, if Company fails to achieve Substantial Completion on or before the Completion Date;

(d) Upon written notice by the City, if Company defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided, however, if such breach or default is not susceptible to cure within such 30-day period, such reasonable period of time as the City Manager determines so long as Company is diligently pursuing such cure, such extended cure period which shall not exceed one hundred twenty (120) days).

6.02 Repayment. In the event this Agreement is terminated by the City pursuant to Sections 6.01(d), Company shall immediately refund to the City an amount equal to the amount of the Grant and permit fee waivers that have been provided by the City to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate, accruing from the Effective Date until paid. The repayment obligation of Company set forth in this Section 6.02 hereof shall survive termination of this Agreement.

6.03 Liquidated Damages for Failure to achieve Substantial Completion. In the event this Agreement is terminated by the City under Section 6.01(c) after title to the Property has been conveyed to the Company, Company agrees to pay the City one lump sum payment in the amount of $2,000,000, such amount which is due and payable within thirty (30) days of the City's demand

for payment. The amount set forth herein shall be considered liquidated damages and not as a penalty for Company's failure to perform its material obligations under this Agreement. Notwithstanding the foregoing, in the event Company has taken title to the Property but has not commenced construction of vertical improvements upon the Property, Company, at its election, may reconvey the Property to the City free and clear of all encumbrances except for those encumbrances which (i) existed at the time Company took title to the Property, and (ii) are otherwise approved by the City Manager, in his/her sole discretion.

6.04 **Termination Prior to Taking Title to the Property**. In the event this Agreement is terminated by the City or Company under Section 6.01(b), this Agreement shall automatically terminate without payment of any penalty and be of no further force or effect and neither party shall have any further obligations to each other with respect to the Property, except as expressly survives the termination of this Agreement

6.04 **Offsets.** The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, and regardless of whether or not the debt due to the City has been reduced to judgment by a court.

ARTICLE 7
INDEMNIFICATION

COMPANY, IN PERFORMING THE OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE DEVELOPMENT. COMPANY AGREES TO INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE BY COMPANY OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF COMPANY, OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS BUT NOT TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY.

ARTICLE 8
GENERAL PROVISIONS

8.01 Mutual Assistance. Company and the City shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

8.02 Representations and Warranties. Company represents and warrants to the City that it has the requisite authority to enter into this Agreement. Company represents and warrants to the City that it will not violate any federal, state or local laws in constructing the Development, and that the Development shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

8.03 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.04 Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the transaction contemplated herein.

8.05 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by Company and the City.

8.06 Assignment. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Company may not assign any portion of this Agreement without the prior written approval of the city council of the City. Notwithstanding the foregoing, Company shall be permitted to collaterally assign this Agreement to a third party lender providing financing for the Development and City shall execute a consent to collateral assignment in a form substantially and reasonably acceptable to the City Manager and approved by the City Attorney. City shall use commercially reasonably efforts to review and approve such collateral assignment within ten (10) business days of receipt of such request for the same. The parties agree that any collateral assignment document which amends any term of this Agreement other than the notice provisions in Section 8.07 must be approved by the City's city council, such approval to be given (or not given) in the city council's sole discretion.

8.07 Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth (5th) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

COMPANY: c/o Triton Saginaw, LLC
1845 Woodall Rodgers Frwy., Suite 1100

Dallas, Texas 75201
Attn: Legal Department

With a copy to: Munsch Hardt Kopf & Harr, P.C.
500 N. Akard Street, Suite 3800
Dallas, Texas 75201
Attn: Phillip Geheb

CITY: City of Saginaw
333 West McLeroy Blvd.
Saginaw, TX 76179
Attn: City Manager

With a copy to: Saginaw City Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

8.08 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

8.09 Choice of Law/Venue/Attorney Fees. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

8.10 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement, upon which the parties must agree, and which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

8.12 No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a company or joint venture between the parties.

8.13 Limitation of Liability. The parties further agree that neither party will be liable to the other under this Agreement for indirect, special, consequential (including lost profits), or exemplary damages.

8.14 Governmental Function. The parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of the City and the State of Texas, assisting in the elimination of unemployment or underemployment of the state, and developing and expanding commerce in the state, and is for all purposes a governmental function of the City for the benefit of the citizens of the City and the State of Texas. The parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the City by law and given to it by the State of Texas as part of the state's sovereignty.

8.15 Full Execution Required. This Agreement will not be binding on either party unless fully executed by both parties.

8.16 Force Majeure. If Company is unable to achieve Substantial Completion on or before the Completion Date due to a Force Majeure event, then the deadline for performance shall be extended for the duration of the Force Majeure event; provided, however, that Company must give written notice to City of the existence and cause of such Force Majeure event within thirty (30) days after Company becomes aware of the same. "Force Majeure" means any act that (i) materially and adversely affects Company's ability to perform or delays Company's ability to do so, (ii) is beyond the reasonable control of Company, and (iii) is not due to Company's fault or negligence. NOTWITHSTANDING THE FOREGOING, NO OBLIGATION IN THIS AGREEMENT MAY BE EXTENDED BY MORE THAN TWELVE (12) MONTHS IN THE CUMULATIVE BY REASON OF FORCE MAJEURE. Other than the foregoing, no Force Majeure type provision is applicable to this Agreement.

[Signature Page to Follow]

EXECUTED effective as of _____, 2023.

CITY OF SAGINAW, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

TRITON SAGINAW, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

The Property

EXHIBIT "B"

The Development

EXHIBIT "C"

Form of Special Warranty Deed

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The City of Saginaw, Texas ("***Grantor***"), for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor paid by Triton Saginaw, LLC, a Texas limited liability company ("***Grantee***"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and easements described below, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee the real property located in Tarrant County, Texas, described on **EXHIBIT A**, together with all and singular the rights and appurtenances pertaining to such property, including, without limitation, all improvements thereon (the property described in this clause is herein referred to collectively as the "***Property***").

For Grantor and Grantor's successors and assigns forever, a reservation is hereby made of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor, except, however, such waiver of Grantor's right of ingress and egress to and from the surface of the Property does not include, and Grantor expressly reserves the right to conduct, seismic activities on the Property. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the surface of the Property.

This conveyance is made subject to and excepting all restrictions, exceptions, covenants, conditions, easements, reservations, rights-of-way, oil, gas or mineral leases and other matters, if any, affecting title to the Property, which are shown of record in the county in which the Property is located as of the date hereof (collectively, the "***Permitted Exceptions***"); provided, however, that that nothing contained herein shall be construed as reinstating any matter of record, which has expired or was previously released upon the Property, as a result of being a Permitted Exception.

BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE REPRESENTS AND WARRANTS TO GRANTOR THAT GRANTEE IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT OF GRANTOR OR ANY AGENT, OFFICER, EMPLOYEE, OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF GRANTOR.

WITHOUT IN ANY MANNER LIMITING THE PROVISIONS OF THE PRECEDING PARAGRAPH, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONVEYANCE, BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE AGREES THAT GRANTEE IS TAKING THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY GRANTOR WITH RESPECT TO THE PROPERTY, ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN ADEQUATE TIME TO CONDUCT WHATEVER EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS GRANTEE MAY DESIRE OR DETERMINE WARRANTED, AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR ITS CONDITION BY GRANTOR OR ANY OF GRANTOR'S OFFICERS, AGENTS, EMPLOYEES OR OTHER PERSONS ACTING OR PURPORTING TO ACT ON BEHALF OF GRANTOR, BUT GRANTEE IS RELYING SOLELY ON ITS OWN EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY.

WITHOUT LIMITING THE PROVISIONS OF PRECEDING PARAGRAPHS, GRANTEE EXPRESSLY RELEASES AND DISCHARGES GRANTOR AND ITS OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, BROKERS AND CONTRACTORS FROM ANY AND ALL OBLIGATIONS, CLAIMS, ADMINISTRATIVE PROCEEDINGS, JUDGMENTS, DAMAGES, FINES, COSTS, AND LIABILITIES ARISING OUT OF OR RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF (COLLECTIVELY, THE "***CLAIMS***") (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED), INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION WHICH SHALL INCLUDE, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGICAL CONDITION OF, AND ANY ENVIRONMENTAL RISK RELATING TO, THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE BUT NOT TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGEMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY. The release set forth in this paragraph specifically includes any Claims under any Environmental Laws

or with respect to any Environmental Risk. "***Environmental Laws***" means all applicable legal requirements regarding health, safety or the environment and includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, and any other state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Special Warranty Deed. IT IS SPECIFICALLY INTENDED BY GRANTOR AND GRANTEE THAT THE RELEASE CONTAINED HEREIN BE WITHOUT LIMIT, IRRESPECTIVE OF THE CAUSE OR CAUSES OF ANY SUCH CLAIMS (INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES [INCLUDING GRANTOR], WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE) BUT NOT TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGEMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY. An "***Environmental Risk***" consists of (a) the presence of any asbestos or asbestos-containing materials, (b) the presence, Release, threatened Release, discharge, or threatened discharge of any radioactive materials or "hazardous substance" or "hazardous waste" (as defined by any Environmental Laws), or (c) the presence, Release, threatened Release, discharge, or threatened discharge of any oil or other substance containing polychlorinated biphenyl (as defined in 40 CFR 761.3). "***Release***" shall mean, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers and other closed receptacles).

All taxes and other assessments assessed against the Property for the year _____ have been prorated or otherwise settled between the parties, and Grantee assumes and agrees to pay such taxes and assessments in full. If this Special Warranty Deed or Grantee's use of the Property after the date hereof results in additional taxes or assessments for periods before the date hereof, such taxes and assessments shall be the obligation of and paid by Grantee.

TO HAVE AND TO HOLD the Property, subject to the matters set forth above, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

Executed to be effective as of the _____ day of _____, 2023.

GRANTOR:

CITY OF SAGINAW, TEXAS

By:_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____, _____ of the City of Saginaw, Texas, a Texas municipality, on behalf of said municipality.

_____
Notary Public
My commission expires:_____

EXHIBIT A

The Property

EXHIBIT "D"

Form of Ground Lease

[See Attached]

Councilmembers Felegy, Lawson, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

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

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

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

Motion was made by Councilmember Lawson with a second by Councilmember Tucker to approve an Economic Development Agreement by and between the City of Saginaw, Texas and Triton Saginaw LLC for the sale and development of real property located at 400 S. Saginaw Blvd. and 405 S. Belmont St., and authorize the Mayor to execute the agreement subject to the City Attorney's approval of the final version of the agreement. Motion carried unanimously. 5-0-1-1

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

Against: None

Abstain: Mayor Pro-Tem Junkersfeld

Absent: Councilmember Bighorse

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

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

a. Animal Shelter Advisory Committee

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

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

City of Saginaw

City Council Memorandum

Prepared By:

Any Posted Item

Meeting	Agenda Group	
August 15th, 2023, 6:00 PM	Executive Session	Item: B

Reference File

BACKGROUND/DISCUSSION:

text placeholder

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A