



City of Saginaw
Meeting and/or Executive Session Agenda

Tuesday, May 6, 2025, 6:00 PM
Council Chamber
333 West McLeroy Boulevard
Saginaw, Texas 76179

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. Invocation--Pastor Joe Rangel, SOBA Church

1D. 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.

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, April 15, 2025--Vicky Vega, City Secretary

2B. Action Regarding Approval to Purchase Two Unmarked Units for use in the Police Department--
Russell Ragsdale, Police Chief

2C. Action Regarding Approval of Professional Services Agreement with Campos Engineering for HVAC Commissioning - Lee Howell, Asst City Manager

2D. Action Regarding Bid Award for Opal Jo Jennings & Brian Schwengler Memorial Park--Randy Newsom, Director of Public Works

2E. Action Regarding Funding of the 2025 Independence Celebration Fireworks Event -- Pedro Zambrano, Director of Economic & Community Engagement

2F. Action Regarding Approval of Retired Fire Station Asbestos Abatement Consultant Proposal --
Doug Spears, Fire Chief

2G. Action Regarding Approval of Retired Fire Station Asbestos Abatement Contractor Proposal -- Doug Spears, Fire Chief

2H. Action Regarding Approval of Retired Fire Station Asbestos Abatement Ancillary Costs -- Doug Spears, Fire Chief

3. Proclamations-Presentations

3A. Employee Recognitions/Presentations--Gabe Reaume, City Manager

3B. Discussion Regarding Warehouse Development on Spring Hollow Dr.--Tan T. Nguyen, Saginaw Resident

3C. Discussion Regarding NWECC Annual Report-- NWECC Director JT Manoushagian

3D. Discussion Regarding Carport Specific Use Permitting -- Doug Spears, Fire Chief

3E. Economic & Community Engagement Department Update -- Pedro Zambrano, Director Economic & Community Engagement

4. Business

4A. Consideration and Action Regarding Enterprise Resource Planning System (ERP)--Kim Quin, Finance Director

4B. Consideration and Action Regarding the 2025 Business Survey--Pedro Zambrano, Director of Economic & Community Engagement

4C. Consideration and Action Regarding Retail Retention, Recruitment and Development Services Proposal with the Retail Coach--Pedro Zambrano, Director Economic & Community Engagement

4D. Consideration and Action Regarding Approval of Restaurant Economic Development Agreement contemplating the sale and lease of real property located at 400 S. Saginaw Blvd & 405 S. Belmont St., and award of bid for same to Mad Concepts Group--Pedro Zambrano, Director of Economic & Community Engagement

5. Executive Session

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

5A. 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:

5B. Any Posted Item

5C. 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:

5D. Building Improvement Grant Application -- 416 Belmont St.

6. Adjournment

6A. Adjournment--Todd Flippo, Mayor

Date Posted: _____ Time: _____ By:

Date Retrieved: _____ Time: _____ By:

Date Posted: May 1, 2025



City Council Memorandum

A. Action Regarding Minutes, April 15, 2025--Vicky Vega, City Secretary

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Consent Agenda Item: 2A.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Draft minutes for April 15, 2025 meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

Attachments

[Draft Minutes 4-15-2025.pdf](#)

**** The following document is a draft of the minutes and the not the official approved minutes ****

Minutes for the City Council

333 West McLeroy Boulevard, Saginaw, Texas 76179

April 15, 2025

Present at the Meeting:

- Todd Flippo, Mayor
- Paul Felegy, Mayor Pro-Tem, Place 1
- Nick Lawson, Place 2
- Valerie Junkersfeld, Place 3
- Brack St. Clair, Place 4
- Cindy Bighorse, Place 5
- Mary Copeland, Place 6
- Bryn Meredith, City Attorney
- Trenton Tidwell, City Engineer
- Gabe Reaume, City Manager
- Lee Howell, Asst. City Manager
- Kim Quin, Finance Director
- Brandon Badovinac, Asst. Police Chief
- Doug Spears, Fire Chief
- Randy Newsom, Director of Public Works
- Pedro Zambrano, Director of Economic Development & Community Engagement
- Melanie McManus, Director of Human Resources
- Ellen Ritchie, Library Director
- Vicky Vega, City Secretary
- Michael Knight, Police Officer

Absent from the Meeting:

- Russell Ragsdale, Police Chief

Visitors at the Meeting:

- Jarred Coursey
- Pedro Pena
- Diksha
- Katia Gonzalez
- Oscar
- Scott Arnold

- Allen Gent
- Nathan Goldberg
- Amber Goldberg
- Vie Fugent
- John Kay Hardy
- Vickie Weldon
- Adhel Torres
- Smithers Family
- Crystal Smithers
- Sonia Hildago
- Shawn Morrison
- Doug Johnson
- Nivmal Mathimevan
- Javier Reelo
- Vupha Guerrero
- Tan Nguyen
- Alicia Nguyen
- Cesar Guerrero
- Ken Sagona
- Alieya Igihoso

1. Call To Order

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

Mayor Flippo called the meeting to order at 6:00 p.m.

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. Invocation

Mayor Flippo gave the invocation.

1D. 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.

2. Consent Agenda

Motion was made by Mayor Pro-Tem Felegy and seconded by Councilmember Junkersfeld to approve the consent agenda as presented. Motion passed unanimously 7-0-0-0

2A. Action Regarding Minutes, April 01, 2025--Vicky Vega, City Secretary

2B. Request Bids for City Property Located off of Blue Mound Rd--Randy Newsom, Director of Public Works

Staff requested City Council to approve the solicitation of bids for the sale of the property located off Blue Mound Road. Final sale of the property would require City Council approval.

The properties have significant floodplain and access issues and present a problem for the City to maintain. Staff has been approached by parties developing warehouses in the vicinity if the properties could be sold. Their highest and best use, as well as the greatest taxable value, would be to develop similar to adjacent properties. One of the parcels include a vacated gun range facility.

The parcels include:

TAD Account # 06563503, which is approximately 4 acres; TAD Account #42098953, which is approximately 3 acres; TAD Account #03830950, which is approximately 2.86 acres.

Final sale of the property would be contingent on a fair market appraisal. Staff is requesting approval to accept bids.

2C. Action Regarding Approval of Resolution No. 2025-08 to Execute All Requirements for the Landscape Maintenance Agreement for Green Ribbon Funding On-System Through TXDOT--Randy Newsom, Director of Public Works

City Council approved Resolution No. 2025-07 for the Advance Funding Agreement for the Green Ribbon Funding On-System on April 01, 2025. The Texas Department of Transportation is requesting for the first time that the City of Saginaw take action and approve a "Resolution" (Resolution No. 2025-08, the Landscape Maintenance Agreement for the Green Ribbon Funding On-System). The State will undertake, and complete highway improvements or other transportation projects generally described as landscape, hardscape and irrigation improvements on the North and South ROW limits of BUS 287.

The estimated cost for the city is \$78,000. Funds were approved at the April 01, 2025, Council Meeting. The funds will come from ARPA funds. Staff recommends approval.

3. Proclamations-Presentations

3A. Employee Recognitions/Presentations--Gabe Reaume, City Manager

No Recognitions or Presentation by City Manager Reaume.

3B. Proclamation-Child Abuse Prevention Month--Todd Flippo, Mayor

Mayor Flippo declared the month of April as Child Abuse Prevention Month and presented a proclamation to Katia Gonzalez, Director of Training and Team Relations for Alliance for Children.

3C. Discussion Regarding Warehouse Development on Spring Hollow Dr.--Nathan Goldberg, Saginaw Resident

Nathan Goldberg a resident of the Spring Creek community in Saginaw requested to be placed on the agenda to address concerns regarding the entrance to the Falcon Distribution Center development on Spring Hollow Dr.

Mr. Goldberg expressed that the planned access point for the Falcon Distribution Center could negatively impact the community, citing potential issues that it will have on the community. Mr. Goldberg is requesting that the developer for the Falcon Distribution Center relocate the access point by suggesting moving the entrance on McLeroy Boulevard or petition the railroad to do a crossing on Burlington Road.

Staff presented to Council a graphic that depicts the plat lot lines and zoning overlay of the Falcon Distribution Center and discussed the two proposals from Mr. Goldberg.

Members of the community submitted requests to speak on the agenda item, Allen Gent, Cesar Guerrero, Alexandre Costet, Allen Smithers, all spoke to Council at the meeting and expressed concerns and frustration regarding the Falcon Distribution Center's entrance at Spring Hollow Drive and emphasized, the negative impact it would have on their community and quality of life.

The developer for the Falcon Distribution Center, Mr. Doug Johnson discussed the issues and concerns about the entrance at Spring Hollow Dr.

Mayor Flippo recommended a team to be put together with city staff, three members of Council, HOA members of the Spring Creek community, and the developer to discuss the issues and possibly come up with a solution and return back at a future meeting.

3D. Discussion Regarding Update on Building Maintenance--Jarred Coursey, Asst. Director of Public Works

Asst. Public Works Director Coursey provided Mayor and Council with an update on the Building Maintenance Program, introduced the new Building Maintenance Manager, Mr. Rodriguez, and shared an assessment of all the buildings along with a summary of accomplishments to date.

Council discussed the need for enhanced reporting and requested that staff prepare a Building Condition Report for all buildings. The report should highlight high-cost maintenance items to assist in future budget planning and prioritization.

3E. Discussion Regarding Railroad Quiet Zone at Bailey Boswell--Scott Arnold, Kimley-Horn

Mr. Arnold from Kimley-Horn provided Council with an update on the requirements for establishing two quiet zones. He presented the findings of the feasibility study, discussed the estimated costs of the necessary improvements, and outlined the application process with the Federal Railroad Administration.

Mr. Arnold also noted that implementing the quiet zones at the two crossings will not completely eliminate train horn noise in the area, the railroad engineers may still sound the horn at their discretion for safety reasons.

Mayor Flippo received two requests to speak on item regarding the potential creation of the quiet zones from Saginaw resident, Adhel Torres and Kenneth Sagona. The two resident's spoke in favor of the creation of the quiet zones.

Mayor and Council discussed the advantages and disadvantages of establishing a quiet zone, as well as its potential impact on residents living near the geographical area of the railroad.

Mayor Flippo has requested that staff prepare an action proposal with associated costs for consideration at a future meeting.

3F. Discussion Regarding Short-Term Rental Property Regulations--Bryn Meredith, City Attorney

City Attorney Meredith advised to Council that short-term rentals in Saginaw are subject to hotel occupancy tax. To ensure compliance and clarify the legal obligation, he recommends adopting an ordinance explicitly requiring short term rental operators to collect and remit taxes to the city.

Mayor and Council discussed different options that would be in the best interest of the City to enforce. It was also discussed that the North Tarrant Chamber of Commerce is hosting an informational symposium that will explain the creation of "DMO" Destination Management Organization and discuss the services that it will provide to help with short-term rentals and the collection of the hotel occupancy tax.

Mayor Flippo requested that staff return back at a future meeting with an action proposal to consider.

3G. Discussion Regarding Reinstalling the Monument Sign at Highland Station--Nick Lawson, Councilmember Place 2

Mayor and Council discussed the potential reinstallation of the monument sign at Highland Station. They have directed staff to develop an action proposal, including associated cost, and to bring the item back for consideration at a future meeting.

3H. Discussion Regarding Concerns of the Audio System at the Candidate Forum on April 9, 2025--Nick Lawson, Councilmember Place 2

Council discussed the concerns regarding the audio system at the recent candidate forum and emphasized the importance of having a reliable system to ensure citizens can clearly hear the candidates speak. The plan is to hold future meetings at the new Library/Senior Center. The new Library/Senior Center would be a better option since it will be better equipped for events.

3I. Discussion Regarding Citizen Boards and Commissions--Cindy Bighorse, Councilmember Place 5

Councilmember Bighorse gave a presentation on Boards and Commissions, discussed the active boards, on-call boards, standardized boards and commissions, and new board recommendations they would like to implement moving forward. A volunteer appreciation event was discussed and the next steps moving forward.

4. Public Hearings

4A. PUBLIC HEARING--Consideration and Action Regarding a Request for a Specific Use Permit to Allow a Carport at 1136 West Hills Terrace-- Susy Victor-Trevino, Asst. Director of Economic and Community Engagement

Mayor Flippo declared the public hearing for this item opened at 8:38 p.m. Ms. Victor-Trevino explained the requested Specific Use Permit is for a carport at 1136 West Hills Terrace.

The Planning and Zoning Commission considered this request at their meeting on April 08, 2025, and they recommended approval with the stipulation of having red oak or similar material.

Mayor Flippo stated that there were three reply forms, and all were in favor for 1136 West Hills Terrace to move forward with their carport.

The applicant/property owner of 1136 West Hills Terrace addressed the Mayor and Council.

Mayor Flippo called for public input. There was none. Mayor Flippo declared the public hearing closed at 8:43 p.m.

Motion was made by Councilmember Junkersfeld and seconded by Councilmember St. Clair to approve item as presented. Motion carried unanimously 7-0-0-0

5. Business

5A. Consideration and Action Regarding Approval of Proposed Employee Suggestion Program Submittal/Recommendation -- Doug Spears, Fire Chief - Melanie McManus, Human Resources Director

Fire Chief Spears presented to Council the first submittal under the Employee Suggestion Program. HR Director McManus provided background information, noting that the original program began in the 1990s and was reinstated in 2023 at the request of Councilmember Lawson.

The city recently received its first suggestion from the Building Inspections Department. The Chief Building Official Mr. Little gave an overview of the new door hanger initiative, explaining their creation and use. He reported that the door hangers have helped foster open conversations with residents, providing an educational and informal approach to discussing code violations. Overall, feedback from the community has been positive. Mr. Little also discussed the efficient utilization of the door hangers, highlighting that they reduced cost associated with stamped envelopes and save staff time.

HR Director McManus informed the Council the committee met with Mr. Roberson, reviewed his proposal, and unanimously recommended approval of \$5,000 to be split between the four individuals who developed the suggestion. The City Manager approved the suggestion, and now it is being presented to Council for final approval.

Motion was made by Mayor Pro-Tem Felegy and seconded by Councilmember Lawson to approve the item as presented. Motion carried unanimously 7-0-0-0

6. Executive Session

No Executive Session

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-

7. Adjournment

7A. Adjournment--Todd Flippo, Mayor

Motion was made by Councilmember Junkersfeld and seconded by Councilmember Bighorse to adjourn the meeting. Motion passed 7-0-0-0

Mayor Flippo declared the meeting adjourned at 8:55 p.m.



City Council Memorandum

B. Action Regarding Approval to Purchase Two Unmarked Units for use in the Police Department--Russell Ragsdale, Police Chief

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Consent Agenda Item: 2B.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The department was authorized, during the budgeting cycle, to purchase police units for the current fiscal year. At the first March meeting Council approved the purchase of two marked police units and the equipment to outfit those units. This request is for two unmarked units that will be assigned to Criminal Investigations and Community Services. The department chose to obtain 3 bids from various Chevrolet vendors, instead of just using the approved buckboards. The reason for this decision was availability of units. None of the vendors on any of the approved purchasing coops had vehicles in stock and stated delivery would be after the first of the year. The vendor we have chosen, Jerry's Chevrolet, has two units on order that will be delivered during this fiscal year and the purchasing price was below any of the coop prices.

FINANCIAL IMPACT:

We budgeted roughly \$90,000, which was approved during the budgeting process. Actual financial impact is roughly \$85,000 for both units with basic emergency equipment installed. This will include vehicle, emergency lights and radio for both cars and for a complete wrap for the one vehicle that will be used by our community policing officer.

RECOMMENDATION:

Staff recommends approval of the purchase for two unmarked units.

Attachments

[Jerrys vehicle bid.pdf](#)

WEATHERFORD & GRANBURY, TEXAS

If joint, both Purchaser's to Sign

TOTAL BALANCE DUE	\$27,599.03
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[illegible]



City Council Memorandum

C. Action Regarding Approval of Professional Services Agreement with Campos Engineering for HVAC Commissioning - Lee Howell, Asst City Manager

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Consent Agenda Item: 2C.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Pursuant to the CMAR contract with Byrne Construction for the new Senior Center/Library, HVAC Commissioning is required to be "provided by owner" during the construction phase. HVAC commissioning is an extensive testing, adjusting, and balancing process of equipment and controls performed by professional engineers certified through the National Environmental Balancing Bureau (NEBB) to ensure efficient operation and compliance with the International Energy Conservation Code (IECC-2018). Campos Engineering responded to a request for a proposal (see attached document).

Campos Engineering is certified as a Commissioning Consultant. Individuals must possess specific education and professional experience, and pass comprehensive examinations. NEBB discipline certifications have unique prerequisite requirements and are anchored by a specific body of knowledge that provides guidelines for curriculum development and exams. NEBB Certified individuals must remain current with industry trends through continuing education in the related fields.

HVAC Commissioning for the new building will take several weeks to measure functional performance tests, make adjustment recommendations, and prepare reports. Campos Engineering comes recommended on the basis of demonstrated competence and qualifications to perform the service for a fair and reasonable price.

FINANCIAL IMPACT:

Total fees for the basic services will be \$22,750 and come from 2022 bond funds budgeted for the construction contract.

RECOMMENDATION:

Staff recommends approval.

Attachments

[Campos Engineering HVAC Commssioning Proposal.pdf](#)



Cx Proposal

March 19, 2025

Attn: Lee Howell

Email: lhowell@saginawtx.org

Re: Commissioning Proposal (Cx)
Saginaw Library and Senior Center

Campos Proposal #IED – S25-1237.02-FE

Mr. Howell,

Campos respectfully submits this proposal to provide Commissioning (Cx) services for the Saginaw Library and Senior Center project located in Saginaw, Texas.

THE SCOPE OF WORK shall be defined as follows:

Construction phase Commissioning of the new HVAC related equipment associated with the construction documents dated 07/19/23, IECC-2018 guidelines and as described in the basic services, clarifications, and exclusions below.

- ***New HVAC Systems (Mechanical) and Associated Building Automated System (BAS)***

BASIC SERVICES: Campos shall provide the basic services listed below to generally meet the intent of the project's specification.

1. Campos, as the Commissioning Consultant (Cx), will lead, review, and oversee the completion of the commissioning process activities. Campos shall report commissioning results, findings, and recommendations.
2. Campos shall conduct a preliminary consultation meeting to confirm the commissioning procedures and to develop an understanding of the project requirements in conjunction with the project team.
3. Campos shall **review drawings and specifications in the contract documents phase** for conflicts between systems, ability to be tested, commissioned, and maintained and provide a summary review report.
4. Campos shall provide the pre-functional and functional testing plan requirements for incorporation into the contract documents.
5. Campos shall provide a commissioning plan including the commissioning specification, preliminary construction phase commissioning plan, and comments from the evaluations of the design documents. The commissioning plan shall include the following:
 - a) Commissioning Plan Summary
 - b) Commissioning Procedures

Cx Proposal

- c) Commissioning Definitions
 - d) Commissioning Schedule
 - e) Commissioning Roles and Responsibilities
 - f) Pre-Functional Checklists (PFCs)
 - g) Functional Performance Tests (FPTs)
 - h) Contractor Test Reports
 - i) Issues Report Log
 - j) Commissioning Requests for Information (RFIs)
 - k) Appendix
6. Campos shall edit and revise the commissioning plan to accommodate changes observed during our evaluation of the approved submittals.
7. Campos shall attend commissioning meetings throughout the project to coordinate the commissioning process. The commissioning meetings shall include the following:
- a) Commissioning Kick-off Meeting
 - b) Monthly Commissioning Coordination Meetings
 - c) FPT Document Review Meeting
 - d) Training Verification Meeting
 - e) Issues Outstanding Meeting
 - f) Cx Closeout Meeting
8. Campos shall oversee the completion of the pre-functional checklists, witness start-up procedures, and implement witnessing/review protocols of the Testing, Adjusting and Balancing (TAB) procedures and report prior to functional performance testing. The purpose of the examinations shall be to report and document project readiness for commissioning.
9. After each examination, Campos shall submit an Issue Log report listing observable discrepancies that are not in accordance with plans, specifications, or generally acceptable industry practices.
10. Upon written notification of completed system automation, Campos shall commission the functional performance of the associated building systems in accordance with NEBB/AABC Procedural Standards for Building Systems Commissioning.
11. Campos shall report deficiencies in the operation of the automated control systems when observed during the functional performance commissioning process. If the systems reported as ready are found to be deficient, the deficiency shall be documented in the Issues Log and reported to the responsible contractor and the owner's representative.
12. Campos shall report the deficiency in writing to the project manager in our weekly status report.
13. Upon written notification that the reported deficiencies have been corrected, Campos shall re-visit each piece of equipment or system listed one time.

Cx Proposal

14. If items previously reported to Campos as being corrected are found to be uncorrected, Campos shall continue to list the deficiency in the Issue Log and will include the deficiency in the executive summary of the final commissioning report.
15. Campos shall provide additional clarification of punch list items when requested. Reduced drawings shall be provided with each Issue Log summary and in the Final Cx Report.
16. Upon completion of construction phase commissioning procedures, Campos shall complete and submit a building system commissioning report signed and sealed by a NEBB/AABC certified building system commissioning professional for the owner's use and approval.

EXCLUSIONS and CLARIFICATIONS

1. Campos as the Commissioning Agent (CxA) is not responsible for the design, engineering, or code compliance of the project. These responsibilities rest solely with the Engineer of Record (EOR), who holds professional liability for the project's design and adherence to applicable regulations. The CxA's role is limited to verifying that building systems are installed and functioning according to the Owner's Project Requirements (OPR) and approved design documents. Any design-related deficiencies identified during commissioning will be referred to the EOR for resolution.
2. All HVAC systems in the scope of work shall be installed per the construction documents and made fully functional by others prior to Campos beginning Cx onsite.
3. Campos has no contractual relationship or authority to direct others in regards to scheduling and is totally dependent on the design and construction teams to have the work ready for Commissioning.
4. Campos scheduled start dates and resulting finish dates are dependent on all other trades completing their work as indicated in the project schedule. Once the work is complete, Campos shall bear the responsibility of meeting the time allocated for the Commissioning work effort.
5. Campos shall staff the project as necessary to meet the agreed upon construction work dates. However, Campos has no responsibility to meet the project scheduled work dates when the contractors exceed their deadlines for construction, installation, start-up, and functional automation.
6. Rechecks of deficiencies due to persistent failure will be considered an additional service. Campos has provided for one recheck of each observed deficiency in the basic services of this proposal.
7. Campos will require assistance from the Control contractor for the purpose of performing functional testing.

Cx Proposal

8. Delays in the Cx work due to others shall be documented in a Cx delay report. Cx delay reports shall be submitted weekly attached to the Issue Log. Campos shall request additional fees in the event costs due to Cx delays or deficiencies that exceed 5% of the total fee indicated below in the fee section of this proposal.
9. Any fees for additional services that are required/requested, will only be incurred after a change order has been submitted to the client and written approval from the client has been received. If required, work on weekends and holidays will be subject to additional costs at the rates listed on the current Fee Schedule.

FEES

Campos shall provide Commissioning (Cx) Services as indicated in the above Basic Services 1-16 and Exclusions and Clarifications 1-9 for the stipulated sum of **\$22,750.00 (Twenty-Two Thousand Seven Hundred and Fifty Dollars)**.

The remainder of this page was intentionally left blank.

Cx Proposal

PAYMENT

Invoices to be submitted monthly based upon an estimated percentage of completion with payment due not later than thirty (30) calendar days from the date of invoice.

Past due payments will incur a daily interest charge based upon the Prime Interest Rate plus one (1) percentage points. The Prime rate shall be the rate in effect and published by Enterprise Bank & Trust, Dallas, Texas, the day the invoice becomes past due. The interest rate shall be adjusted monthly thereafter until the day payment is received.

We shall consider the return copy of an executed task assignment as acknowledging your acceptance of this proposal, as a firm contract between us, and as our authorization to proceed with the work of this project.

Respectfully submitted,
CAMPOS ENGINEERING, INC.



Cliff Radatovich, P.E., CxA
NEBB Certified Professional - TAB
Senior Commissioning Project Manager



Wesley McVey, P.E.
NEBB Certified Professional - TAB
Principal

Attachment 'A' - Campos Standard Terms and Conditions

ACCEPTED:

By: _____

Date: _____

Cx Proposal

ATTACHMENT 'A'

CAMPOS STANDARD CONDITIONS FOR ENGINEERING STUDY/INSPECTION/TEST SERVICE

Sale of any services or related material covered by this quotation is conditioned upon the terms contained herein. Any additional or different terms proposed by Purchaser are objected to and will not be binding upon Company unless specifically assented to in writing by Company's authorized representative. Any order for or any statement of intent to purchase hereunder, or any direction to proceed with the work shall constitute assent to Company's terms and conditions.

SALES AND SIMILAR TAXES

Company's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to the work hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Company with tax-exemption evidence acceptable to the taxing authorities.

PAYMENT

Unless specifically modified and agreed to elsewhere in this Contract, payment will be due without setoff upon receipt of invoice, and for work extending beyond one month, invoices will be issued monthly based on a percentage of job completion minus the total of previous payments.

CANCELLATION

Purchaser may cancel this contract only upon written notice and upon payment to Company of reasonable and proper cancellation charges. If the financial condition of Purchaser at any time does not, in the judgment of the Company, justify continuance of the work to be performed hereunder on the terms of payment agreed upon, Company may require full or partial payment in advance or shall be entitled to cancel the Contract and shall receive reimbursement for its reasonable and proper cancellation charges.

SUSPENSION

In the event Purchaser elects to suspend work under this Contract, Purchaser shall, in writing, notify Company one week in advance of the suspension date, this notification will indicate the anticipated suspension period. Company shall advise Purchaser of the price adjustment resulting from the planned suspension of the work. The price adjustment will be based on Company's ability to reasonably relocate manpower, and any materials, and equipment during the suspension period.

WARRANTY

Company warrants that it will perform and report the services provided under this Contract in a professional manner. It will re-perform any portion of the service that does not meet this standard and correct the report accordingly if so notified in writing within one year after receipt of the report. The foregoing shall constitute the sole responsibility of Company and the sole remedy of Purchaser.

DELAY IN PERFORMANCE

Company shall not be liable for delay in performance due to causes beyond its control, and in the event Company's performance of work is so delayed, Company shall be entitled to price adjustment for costs resulting therefrom, in addition to extension of the time of performance.

OVERTIME WORK

In the event Purchaser desires to complete the work earlier than that specified, the lump sum price(s) shall be adjusted to reflect additional costs resulting from the change.

LIMITATION OF LIABILITY

Company does not assume responsibility for the results of any conclusions or recommendations resulting from the services provided under this Contract, nor for achieving the best possible compromise between competing objectives, nor for achieving a desired objective. Nor does it assume responsibility or liability for any damage to property, injury to or death of personnel, or any loss that may result directly or indirectly from failure of the equipment or system or any part or parts of it to operate in accordance with the conclusions or recommendations resulting from the study, inspection, or test. In addition to other disclaimers expressed or implied, Company shall not be liable for special or consequential damages.

GENERAL

Any assignment of this Contract or any rights hereunder by Purchaser without written consent of Company shall be void. No understanding, promise, or representation, and no waiver, alteration or modification of any of the provisions hereof, shall be binding on Company unless approved in writing by an authorized representative of the Company. The rights and obligations of the parties under this Contract shall be interpreted and governed in all respects by the laws of the State of Texas. Any information, suggestions or ideas transmitted by Purchaser to Company in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing signed by a duly authorized representative of Company.

COMPLETE AGREEMENT

This Contract contains the complete agreement between the parties, and no modification, amendment, rescission, waiver or other change will be binding on Company unless assented to in writing by Company's authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Company.

Exhibit 1 - GMP Summary



A CENTURY OF EXCELLENCE

551 E. Berr
Fort Worth, Texas
(817) 331-1111
Fax (817) 331-1112

Qualifications & Clarifications

Saginaw Library & Senior Center

100% Construction Document - 100%CD GMP Budget

(REV. 1 - ADDENDUM #2 UPDATES)

Date: October 11, 2023

General Conditions:

- 1 A Contractor's Construction Contingency of 3% is included in this budget, and is intended for construction only. Owner contingency is excluded from this budget.
- 2 A Market Volatility Contingency is excluded from this budget.
- 3 A construction fee of 2.15% is included on the cost summary, and is based upon the total construction cost.
- 4 Builders Risk Insurance is included, and based upon the total cost.
- 5 CGL & Umbrella Insurance is included, and based upon the total cost.
- 6 Payment & Performance bonds for Byrne have been included on the cost summary, and are based upon the total cost.
- 7 The CM pre-construction services fee is excluded from this budget summary (included under separate agreement w/ Owner).
- 8 All costs associated with approvals, easements, assessments, fees, deposits, charges, permits, studies, in fees, tap fees, services fees, or similar, required by any governing agency to include County, City, State, or Federal entities, in addition to any and all utility entities are specifically excluded.
- 9 Building permit cost is excluded (by Owner).
- 10 Testing Lab services for materials, mock-ups, or delegated engineering components are to be provided by Owner, and are excluded.
- 11 3rd Party inspections for Energy Code compliance are excluded.
- 12 Testing of building components for water or air intrusion is not included and is to be provided by the Owner.
- 13 Commissioning Agent and Services are to be provided by the Owner.
- 14 The General Conditions included in this budget are based upon approximately 17 months to substantial completion.
- 15 Design Fees or services are not included. Where required in the specifications, the Construction Manager provide design calculations and information provided by the Trade Contractors to the Architect and Engineer approval and acceptance of the design.
- 16 The CM does not warrant or guarantee functionality of the design with the Owner's requirements. The CM upon the designers to provide and implement the Owner's requirements into the design documents.
- 17 The CM will provide oversight and review of submittals for compliance with the contract documents, however the design team shall bear the full responsibility for acceptance and approval of all submittals.
- 18 All initial and final survey's and plats required by the City are by the Owner; costs for these services and documents are excluded from this budget.
- 19 All electrical costs associated with construction are included.
- 20 All water costs associated with construction are included.
- 21 This budget is to be reviewed as a whole; not as individual line items.

Temporary Construction Cost of Work Items:

- 1 Temporary construction cost of work items are included.
- 2 This budget excludes any temporary fencing systems required to enclose adjacent residential properties left unenclosed due to the demolition of existing fence systems identified on sheet C1.03 - Demolition Plan. The budget includes temporary fencing systems necessary to enclose the proposed project site, only.

General Comment:

- 1 All costs are based upon the information provided in the 100%CD project documents, Addendum #1 (dated 8/18/2023), Addendum #2 (dated 9/18/2023), and the geotechnical report recommendations. Any information/updates issued after these dates are excluded, and not included in this GMP budget.
- 2 Sales tax is excluded.



May 1, 2025

Mr. Randy Newsom
City of Saginaw
333 West McLeroy Blvd
Saginaw, Texas 761179

Re: Opal Jo Jennings Memorial Park
KHA No. 061003168

Dear Mr. Newsom,

On April 9, 2025, City of Saginaw received bids for the referenced project. This project consists of constructing concrete sidewalks, site furnishings and foundations, fencing and footings, a drinking fountain with water service, and installing new plant material and irrigation system.

The City received fifteen (15) bids which are summarized below.

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate Bid</u>
Patcon Services, LLC	\$284,929.08	\$4,386.06
C. Greem Scaping, LP	\$319,852.95	\$3,500.00
HomeRun Construction, LLC	\$320,599.00	\$12,000.00
Construction Solutions USA, LLC	\$340,422.15	\$20,864.00
D.L Meacham	\$360,220.50	\$12,050.00
SRH Landscapes, LLC	\$385,471.41	\$15,555.00
ALLCC, LLC	\$394,825.48	\$3,646.65
Northstar Construction, LLC	\$398,985.50	\$5,700.00
C.C.Zamora Construction, Inc	\$411,128.30	\$15,000.00
VLEX Construction, LLC	\$413,243.00	\$3,500.00
Niyam, LLC	\$421,638.72	\$16,876.23
Fain Group, Inc	\$429,484.00	\$17,399.00
Cole Construction, Inc.	\$431,464.14	\$7,995.85
L.J. Design & Construction, LLC	\$502,570.57	\$7,402.80
A T Construction, LLC	\$524,070.50	\$30,000.00

Kimley-Horn has reviewed Patcon Services, LLC qualifications and has verified their bonding company is licensed in the State of Texas. Enclosed is a copy of the bid tabulation for your reference.

Thank you for the opportunity to be of service to the City of Saginaw. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Laura Presley, PLA

KIMLEY-HORN AND ASSOCIATES, INC.



May 1, 2025

Mr. Randy Newsom
City of Saginaw
333 West McLeroy Blvd
Saginaw, Texas 761179

Re: Brian Schwengler Memorial Park
KHA No. 061003167

Dear Mr. Newsom,

On April 9, 2025, City of Saginaw received bids for the referenced project. This project consists of constructing pavilion foundations, concrete sidewalks, half-court basketball court, site furnishings and foundations, fencing and footings, a drinking fountain with water service, parking lot paving and striping, and installing new plant material and irrigation system.

The City received fourteen (14) bids which are summarized below.

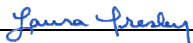
<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate Bid</u>
Patcon Services, LLC	\$360,791.84	\$4,768.38
C. Green Scaping, LP	\$405,649.71	\$3,500.00
HomeRun Construction, LLC	\$439,400.35	\$10,000.00
D.L Meacham, L.P.	\$444,960.87	\$11,250.00
Construction Solution USA, LLC	\$451,517.45	\$9,334.50
The Fain Group, Inc	\$546,095.00	\$13,747.00
Northstar Construction, LLC	\$547,586.10	\$2,300.00
VLEX Construction, LLC	\$551,917.00	\$3,500.00
SRH Landscapes, LLC	\$561,368.77	\$17,340.27
C.C. Zamora Construction, Inc	\$599,856.50	\$15,000.00
Cole Construction, Inc.	\$611,800.98	\$8,273.02
L.J. Design & Construction, LLC	\$673,332.64	\$5,182.00
ALCC, LLC	\$694,989.54	\$5,264.24
A T Construction, LLC	\$718,686.50	\$30,000.00

Kimley-Horn has reviewed Patcon Services, LLC qualifications and has verified their bonding company is licensed in the State of Texas. Enclosed is a copy of the bid tabulation for your reference.

Thank you for the opportunity to be of service to the City of Saginaw. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Laura Presley, PLA
KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: 
Laura Presley, PLA

Owner: City of Saginaw					BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6		BIDDER 7		BIDDER 8			
Job No.: 061003168					Patcon Services, LLC		C. Green Scaping, LP		HomeRun Construction, LLC		Construction Solutions USA, LLC		D.L. Meacham		SRH Landscapes LLC		ALCC, LLC		Northstar Construction, LLC			
Project: Opal Jo Jennings Memorial Park					PO Box 2423		2401 Handley Ederville Rd		P.O. Box 1479		1452 Hasley Way Ste. 100		1702 Washington Ave		PO Box 796754		5501 Fishtrap Rd, Ste. 331		2112 Solona Street			
Date: April 9, 2025					Weatherford, TX 76086		Fort Worth, TX 76118		Midlothian, TX 76065		Carrollton, TX 75007		Houston, TX 77007		Dallas, TX 75379		Denton, TX 76208		Fort Worth, TX 76117			
Item No.	Item Description				Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost		
Base Bid - Opal Jo Jennings Memorial Park																						
1	Mobilization				1	LS	\$20,418.72	\$20,418.72	\$12,600.00	\$12,600.00	\$15,250.00	\$15,250.00	\$85,167.68	\$85,167.68	\$17,885.00	\$17,885.00	\$17,300.00	\$17,300.00	\$38,177.96	\$38,177.96	\$30,000.00	\$30,000.00
2	Project Allowance				1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	
3	Site Prep & Demo				1	LS	\$22,868.40	\$22,868.40	\$36,606.00	\$36,606.00	\$52,000.00	\$52,000.00	\$14,250.00	\$14,250.00	\$64,100.00	\$64,100.00	\$11,069.00	\$11,069.00	\$34,461.15	\$34,461.15	\$60,000.00	\$60,000.00
4	Temporary Erosian, Sedimentation, Water Pollution Prevention and Control				1	LS	\$4,899.36	\$4,899.36	\$12,385.00	\$12,385.00	\$3,100.00	\$3,100.00	\$4,525.00	\$4,525.00	\$9,817.00	\$9,817.00	\$13,877.00	\$13,877.00	\$5,525.99	\$5,525.99	\$3,800.00	\$3,800.00
5	Fine grading				1	LS	\$5,062.20	\$5,062.20	\$1,620.00	\$1,620.00	\$4,700.00	\$4,700.00	\$9,437.00	\$9,437.00	\$8,085.00	\$8,085.00	\$4,300.00	\$4,300.00	\$10,539.21	\$10,539.21	\$8,000.00	\$8,000.00
6	Gravel Sump(s) & Drain(s)				1	LS	\$3,003.69	\$3,003.69	\$4,240.00	\$4,240.00	\$5,200.00	\$5,200.00	\$7,699.00	\$7,699.00	\$3,430.00	\$3,430.00	\$2,891.00	\$2,891.00	\$2,104.13	\$2,104.13	\$7,000.00	\$7,000.00
7	Gravel (Playground Subbase)				4,806	SF	\$2.00	\$9,612.00	\$2.40	\$11,534.40	\$4.50	\$21,627.00	\$1.19	\$5,719.14	\$3.00	\$14,418.00	\$2.81	\$13,504.86	\$3.83	\$18,406.98	\$2.00	\$9,612.00
8	4' Double Gate				1	EA	\$3,062.10	\$3,062.10	\$1,320.00	\$1,320.00	\$2,600.00	\$2,600.00	\$1,685.08	\$1,685.08	\$3,300.00	\$3,300.00	\$8,888.00	\$8,888.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00
9	4' Iron Fence				258	LF	\$55.31	\$14,269.98	\$41.00	\$10,578.00	\$55.00	\$14,190.00	\$53.16	\$13,715.28	\$72.00	\$18,576.00	\$54.00	\$13,932.00	\$103.31	\$26,653.98	\$105.00	\$27,090.00
10	4' Iron Gate				2	EA	\$2,233.74	\$4,467.48	\$880.00	\$1,760.00	\$1,400.00	\$2,800.00	\$842.54	\$1,685.08	\$2,000.00	\$4,000.00	\$2,222.00	\$4,444.00	\$1,104.31	\$2,208.62	\$700.00	\$1,400.00
11	Barrier Free Ramp				1	EA	\$2,010.72	\$2,010.72	\$1,640.00	\$1,640.00	\$2,800.00	\$2,800.00	\$2,250.00	\$2,250.00	\$2,600.00	\$2,600.00	\$5,742.00	\$5,742.00	\$6,281.95	\$6,281.95	\$5,050.00	\$5,050.00
12	Concrete Sidewalk				4,718	SF	\$5.67	\$26,751.06	\$8.85	\$41,754.30	\$7.75	\$36,564.50	\$6.15	\$29,015.70	\$9.00	\$42,462.00	\$10.80	\$50,954.40	\$10.72	\$50,576.96	\$8.25	\$38,923.50
13	6' Powder-Coated Bench				3	EA	\$2,156.57	\$6,469.71	\$3,700.00	\$11,100.00	\$3,495.00	\$10,485.00	\$2,492.34	\$7,477.02	\$3,700.00	\$11,100.00	\$3,872.40	\$11,617.20	\$3,690.43	\$11,071.29	\$3,550.00	\$10,650.00
14	6' Powder-Coated Picnic Table				3	EA	\$5,695.15	\$17,085.45	\$9,990.00	\$29,970.00	\$4,610.00	\$13,830.00	\$7,658.34	\$22,975.02	\$5,800.00	\$17,400.00	\$11,773.30	\$35,319.90	\$1,694.07	\$5,082.21	\$11,000.00	\$33,000.00
15	35 Gallon Trash Receptacle				3	EA	\$2,647.21	\$7,941.63	\$3,390.00	\$10,170.00	\$2,760.00	\$8,280.00	\$2,206.00	\$6,618.00	\$3,200.00	\$9,600.00	\$3,351.00	\$10,053.00	\$3,448.87	\$10,346.61	\$3,210.00	\$9,630.00
16	Outdoor Pedestal Grill				3	EA	\$1,391.22	\$4,173.66	\$520.00	\$1,560.00	\$575.00	\$1,725.00	\$484.00	\$1,452.00	\$900.00	\$2,700.00	\$689.60	\$2,068.80	\$834.60	\$2,503.80	\$725.00	\$2,175.00
17	Drinking fountain (w/ water Service)				1	EA	\$11,210.47	\$11,210.47	\$13,120.00	\$13,120.00	\$9,890.00	\$9,890.00	\$12,950.00	\$12,950.00	\$10,505.00	\$10,505.00	\$18,114.00	\$18,114.00	\$31,771.29	\$31,771.29	\$11,700.00	\$11,700.00
18	Playground Perimeter Beam				270	LF	\$20.50	\$5,535.00	\$32.00	\$8,640.00	\$58.00	\$15,660.00	\$26.17	\$7,065.90	\$23.00	\$6,210.00	\$168.00	\$45,360.00	\$38.73	\$10,457.10	\$52.00	\$14,040.00
19	Trees- large canopy				5	EA	\$947.30	\$4,736.50	\$1,340.00	\$6,700.00	\$850.00	\$4,250.00	\$700.00	\$3,500.00	\$1,100.00	\$5,500.00	\$926.80	\$4,634.00	\$1,550.00	\$7,750.00	\$1,350.00	\$6,750.00
20	Common Bermuda Sod				11,175	SF	\$0.96	\$10,728.00	\$1.25	\$13,968.75	\$0.98	\$10,951.50	\$0.99	\$11,063.25	\$0.60	\$6,705.00	\$1.66	\$18,550.50	\$1.24	\$13,857.00	\$1.00	\$11,175.00
21	Irrigation - tree bubblers				5	EA	\$766.34	\$3,831.70	\$80.00	\$400.00	\$330.00	\$1,650.00	\$216.00	\$1,080.00	\$2,460.00	\$12,300.00	\$195.50	\$977.50	\$500.00	\$2,500.00	\$300.00	\$1,500.00
22	Irrigation - turf				11,175	SF	\$1.95	\$21,791.25	\$1.18	\$13,186.50	\$0.72	\$8,046.00	\$1.44	\$16,092.00	\$1.30	\$14,527.50	\$1.51	\$16,874.25	\$2.51	\$28,049.25	\$2.80	\$31,290.00
Total Base Bid - Opal Jo Jennings Memorial Park							\$284,929.08	\$319,852.95		\$320,599.00		\$340,422.15		\$360,220.50		\$385,471.41		\$394,825.48		\$398,985.50		

Item No.	Item Description				Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost		
Alternate Bid - Opal Jo Jennings Memorial Park																						
1	Monument Park				1	LS	\$3,791.34	\$3,791.34	\$2,300.00	\$2,300.00	\$8,400.00	\$8,400.00	\$20,314.00	\$20,314.00	\$11,550.00	\$11,550.00	\$15,555.00	\$15,555.00	\$2,892.55	\$2,892.55	\$5,350.00	\$5,350.00
2	Demolition of Existing Park Sign				1	LS	\$594.72	\$594.72	\$1,200.00	\$1,200.00	\$3,600.00	\$3,600.00	\$550.00	\$550.00	\$500.00	\$500.00	\$1,785.00	\$1,785.00	\$754.10	\$754.10	\$350.00	\$350.00
Total Alternate Bid - Opal Jo Jennings Memorial Park							\$4,386.06	\$3,500.00		\$12,000.00		\$20,864.00		\$12,050.00		\$17,340.00		\$3,646.65		\$5,700.00		

						BIDDER 9		BIDDER 10		BIDDER 11		BIDDER 12		BIDDER 13		BIDDER 14		BIDDER 15		AVERAGE BID		ENGINEER BID		
						C.C. Zamora Construction, Inc		VLEX Construction, LLC		Niyam, LLC		Fain Group, Inc		Cole Construction Inc.		L.J Design & Construction, LLC		A T Construction, LLC						
						3815 Austin Ln		3586 Bent Oak St.		1581 Cozy Dr.		2500 Great Southwest Pkwy.		10315 Alta Vista Road		6589 Peden Rd		8219 Mossberg Dr.						
						Fort Worth, TX 76111		Greenville, TX 75401		Fort Worth, TX 76120		Fort Worth, TX 76106		Keller, TX 76244		Fort Worth, TX 76179		Arlington, TX 76002						
Item No.	Item Description				Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid - Opal Jo Jennings Memorial Park																								
1	Mobilization				1	LS	\$33,990.80	\$33,990.80	\$20,790.00	\$20,790.00	\$46,304.40	\$46,304.40	\$20,913.00	\$20,913.00	\$27,820.67	\$27,820.67	\$80,968.80	\$80,968.80	\$25,000.00	\$25,000.00	\$32,839.14	\$32,839.14	\$75,000.00	\$75,000.00
2	Project Allowance				1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	
3	Site Prep & Demo				1	LS	\$32,604.00	\$32,604.00	\$37,800.00	\$37,800.00	\$40,781.33	\$40,781.33	\$26,929.00	\$26,929.00	\$23,578.22	\$23,578.22	\$80,463.60	\$80,463.60	\$20,000.00	\$20,000.00	\$37,167.38	\$37,167.38	\$85,000.00	\$85,000.00
4	Temporary Erosian, Sedimentation, Water Pollution Prevention and Control				1	LS	\$4,125.00	\$4,125.00	\$6,300.00	\$6,300.00	\$17,305.60	\$17,305.60	\$7,500.00	\$7,500.00	\$10,116.86	\$10,116.86	\$9,871.20	\$9,871.20	\$15,000.00	\$15,000.00	\$8,543.20	\$8,543.20	\$30,000.00	\$30,000.00
5	Fine grading				1	LS	\$11,171.00	\$11,171.00	\$15,120.00	\$15,120.00	\$29,051.12	\$29,051.12	\$6,350.00	\$6,350.00	\$24,064.15	\$24,064.15	\$11,910.00	\$11,910.00	\$25,000.00	\$25,000.00	\$11,627.31	\$11,627.31	\$8,500.00	\$8,500.00
6	Gravel Sump(s) & Drain(s)				1	LS	\$9,868.00	\$9,868.00	\$10,710.00	\$10,710.00	\$10,063.77	\$10,063.77	\$11,000.00	\$11,000.00	\$12,490.98	\$12,490.98	\$2,699.95	\$2,699.95	\$10,000.00	\$10,000.00	\$6,826.70	\$6,826.70	\$25,000.00	\$25,000.00
7	Gravel (Playground Subbase)				4,806	SF	\$3.25	\$15,619.50	\$9.00	\$43,254.00	\$4.25	\$20,425.50	\$5.00	\$24,030.00	\$5.26	\$25,279.56	\$4.40	\$21,146.40	\$10.00	\$48,060.00	\$4.19	\$20,149.96	\$3.50	\$16,821.00
8	4' Double Gate				1	EA	\$3,000.00	\$3,000.00	\$5,040.00	\$5,040.00	\$3,347.46	\$3,347.46	\$1,956.00	\$1,956.00	\$4,279.85	\$4,279.85	\$3,559.31	\$3,559.31	\$5,000.00	\$5,000.00	\$3,315.85	\$3,315.85	\$8,000.00	\$8,000.00
9	4' Iron Fence				258	LF	\$175.00	\$45,150.00	\$101.00	\$26,058.00	\$75.00	\$19,365.48	\$98.00	\$25,284.00	\$89.18	\$23,008.44	\$79.20	\$20,433.60	\$150.00	\$38,700.00	\$87.08	\$22,466.98	\$70.00	\$18,060.00
10	4' Iron Gate				2	EA	\$1,500.00	\$3,000.00	\$3,780.00	\$7,560.00	\$1,853.28	\$3,706.56	\$1,956.00	\$3,912.00	\$2,522.85	\$5,045.70	\$1,970.10	\$3,940.20	\$3,500.00	\$7,000.00	\$1,897.65	\$3,795.31	\$2,500.00	\$5,000.00
11	Barrier Free Ramp				1	EA	\$3,000.00	\$3,000.00	\$2,520.00	\$5,040.00	\$5,833.76	\$11,667.52	\$5,223.00	\$10,446.00	\$5,612.99	\$11,225.98	\$4,560.00	\$9,120.00	\$2,500.00	\$5,000.00	\$3,841.63	\$7,683.26	\$2,500.00	\$5,000.00
12	Concrete Sidewalk				4,718	SF	\$12.50	\$58,975.00	\$8.00	\$37,744.00	\$7.23	\$34,111.14	\$17.00	\$80,206.00	\$10.69	\$50,435.42	\$11.40	\$53,785.20	\$11.00	\$51,898.00	\$9.67	\$45,610.48	\$9.00	\$42,462.00
13	6' Powder-Coated Bench				3	EA	\$4,700.00	\$14,100.00	\$3,150.00	\$9,450.00	\$3,468.69	\$10,406.07	\$4,399.00	\$13,197.00	\$4,715.49	\$14,145.57	\$3,569.22	\$10,707.66	\$5,000.00	\$15,000.00	\$3,710.59	\$11,131.77	\$2,500.00	\$7,500.00
14	6' Powder-Coated Picnic Table				3	EA	\$8,500.00	\$25,500.00	\$5,040.00	\$15,120.00	\$5,167.02	\$15,501.06	\$7,874.00	\$23,622.00	\$11,375.79	\$34,127.37	\$11,074.20	\$33,222.60	\$12,000.00	\$36,000.00	\$7,950.12	\$23,850.37	\$4,000.00	\$12,000.00
15	35 Gallon Trash Receptacle				3	EA	\$																	

Owner: City of Saginaw				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6		BIDDER 7	
Job No.: 061003167				Patcon Services, LLC PO Box 2423		C. Green Scaping, LP 2401 Handley Edervill Rd		HomeRun Construction, LLC PO Box 1479		D.L. Meacham, L.P. 1702 Washington Ave.		Construction Solution USA, LLC 1452 Halsey, Ste. 100		The Fain Group, Inc 2500 Great Southwesey Pkwy		Northstar Construction, LLC 2112 Solona St.	
Project: Brian Schwengler Memorial Park				Weatherford, TX 76086		Fort Worth, TX 76118		Midlothian, TX 76065		Houston, TX 77007		Carrollton, TX 75007		Fort Worth, TX 76106		Fort Worth, TX 76117	
Date: April 9, 2025																	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid - Brian Schwengler Memorial Park																	
1	Mobilization	1	LS	\$25,346.00	\$25,346.00	\$14,800.00	\$14,800.00	\$20,920.00	\$20,920.00	\$15,000.00	\$15,000.00	\$98,452.00	\$98,452.00	\$25,100.00	\$25,100.00	\$37,000.00	\$37,000.00
2	Project Allowance	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
3	Site Prep & Demo	1	LS	\$23,364.00	\$23,364.00	\$33,170.00	\$33,170.00	\$68,000.00	\$68,000.00	\$56,700.00	\$56,700.00	\$16,500.00	\$16,500.00	\$33,160.00	\$33,160.00	\$78,500.00	\$78,500.00
4	Temporary Erosion, Sedimentation, Water Pollution Prevention and Control	1	LS	\$4,902.90	\$4,902.90	\$13,300.00	\$13,300.00	\$4,250.00	\$4,250.00	\$5,775.00	\$5,775.00	\$4,150.00	\$4,150.00	\$5,392.00	\$5,392.00	\$6,000.00	\$6,000.00
5	Fine grading	1	LS	\$5,062.20	\$5,062.20	\$2,460.00	\$2,460.00	\$4,800.00	\$4,800.00	\$8,660.00	\$8,660.00	\$11,474.00	\$11,474.00	\$4,229.00	\$4,229.00	\$7,500.00	\$7,500.00
6	Gravel Sump(s) & Drain(s)	1	LS	\$4,020.02	\$4,020.02	\$4,860.00	\$4,860.00	\$5,200.00	\$5,200.00	\$5,885.00	\$5,885.00	\$11,180.00	\$11,180.00	\$7,743.00	\$7,743.00	\$6,000.00	\$6,000.00
7	Gravel (Playground Subbase)	4,280	SF	\$1.59	\$6,805.20	\$2.40	\$10,272.00	\$4.50	\$19,260.00	\$4.00	\$17,120.00	\$3.72	\$15,921.60	\$5.00	\$21,400.00	\$2.00	\$8,560.00
8	4' Double Gate	1	EA	\$3,062.10	\$3,062.10	\$1,320.00	\$1,320.00	\$2,600.00	\$2,600.00	\$3,234.00	\$3,234.00	\$2,890.00	\$2,890.00	\$2,717.00	\$2,717.00	\$1,100.00	\$1,100.00
9	4' Iron Fence	295	LF	\$49.17	\$14,505.15	\$41.00	\$12,095.00	\$58.00	\$17,110.00	\$70.00	\$20,650.00	\$57.00	\$16,815.00	\$91.00	\$26,845.00	\$91.00	\$26,845.00
10	4' Iron Gate	1	EA	\$2,021.34	\$2,021.34	\$880.00	\$880.00	\$1,400.00	\$1,400.00	\$1,750.00	\$1,750.00	\$2,850.00	\$2,850.00	\$2,717.00	\$2,717.00	\$650.00	\$650.00
11	Concrete Sidewalk	4,965	SF	\$6.41	\$31,825.65	\$9.58	\$47,564.70	\$7.75	\$38,478.75	\$9.00	\$44,685.00	\$7.69	\$38,180.85	\$16.00	\$79,440.00	\$9.20	\$45,678.00
12	Playground Perimeter Beam	250	LF	\$20.50	\$5,125.00	\$20.00	\$5,000.00	\$58.00	\$14,500.00	\$26.00	\$6,500.00	\$28.26	\$7,065.00	\$55.00	\$13,750.00	\$52.00	\$13,000.00
13	Parking Lot Paving	2,550	SF	\$6.91	\$17,620.50	\$12.00	\$30,600.00	\$14.00	\$35,700.00	\$14.00	\$35,700.00	\$9.81	\$25,015.50	\$22.00	\$56,100.00	\$20.80	\$53,040.00
14	Parking Lot Striping	1	LS	\$1,019.52	\$1,019.52	\$2,990.00	\$2,990.00	\$3,900.00	\$3,900.00	\$3,640.00	\$3,640.00	\$1,590.00	\$1,590.00	\$12,067.00	\$12,067.00	\$3,000.00	\$3,000.00
15	Basketball Half Court	1	LS	\$47,978.00	\$47,978.00	\$55,505.00	\$55,505.00	\$49,628.00	\$49,628.00	\$36,750.00	\$36,750.00	\$45,740.00	\$45,740.00	\$73,741.00	\$73,741.00	\$80,000.00	\$80,000.00
16	6' Powder-Coated Bench	3	EA	\$2,156.57	\$6,469.71	\$3,600.00	\$10,800.00	\$3,495.00	\$10,485.00	\$3,930.00	\$11,790.00	\$3,800.00	\$11,400.00	\$4,076.00	\$12,228.00	\$3,300.00	\$9,900.00
17	6' Powder-Coated Picnic Table	3	EA	\$5,695.15	\$17,085.45	\$6,000.00	\$18,000.00	\$4,610.00	\$13,830.00	\$6,250.00	\$18,750.00	\$5,900.00	\$17,700.00	\$7,295.00	\$21,885.00	\$10,300.00	\$30,900.00
18	35 Gallon Trash Receptacle	3	EA	\$2,647.21	\$7,941.63	\$3,175.00	\$9,525.00	\$2,760.00	\$8,280.00	\$3,400.00	\$10,200.00	\$2,200.00	\$6,600.00	\$3,602.00	\$10,806.00	\$2,870.00	\$8,610.00
19	Outdoor Pedestal Grill	3	EA	\$1,391.22	\$4,173.66	\$590.00	\$1,770.00	\$575.00	\$1,725.00	\$970.00	\$2,910.00	\$499.00	\$1,497.00	\$861.00	\$2,583.00	\$630.00	\$1,890.00
20	Drinking Fountain (w/ water service)	1	EA	\$11,210.47	\$11,210.47	\$13,120.00	\$13,120.00	\$9,890.00	\$9,890.00	\$8,800.00	\$8,800.00	\$7,107.00	\$7,107.00	\$7,058.00	\$7,058.00	\$8,000.00	\$8,000.00
21	Tree - large canopy	5	EA	\$947.30	\$4,736.50	\$1,360.00	\$6,800.00	\$845.00	\$4,225.00	\$1,315.00	\$6,575.00	\$800.00	\$4,000.00	\$796.00	\$3,980.00	\$1,040.00	\$5,200.00
22	Ornamental Grass - 5 gallon	39	EA	\$45.60	\$1,778.40	\$30.00	\$1,170.00	\$41.30	\$1,610.70	\$28.00	\$1,092.00	\$40.20	\$1,567.80	\$58.00	\$2,262.00	\$65.00	\$2,535.00
23	Common Bermuda Sod	11,747	SF	\$0.91	\$10,689.77	\$1.20	\$14,096.40	\$1.00	\$11,747.00	\$0.65	\$7,635.55	\$0.75	\$8,810.25	\$1.00	\$11,747.00	\$1.00	\$11,747.00
24	Bed Prep	765	SF	\$2.23	\$1,705.95	\$5.90	\$4,513.50	\$3.40	\$2,601.00	\$1.20	\$918.00	\$0.50	\$382.50	\$2.00	\$1,530.00	\$1.30	\$994.50
25	Hardwood Mulch	765	SF	\$1.52	\$1,162.80	\$0.60	\$459.00	\$1.40	\$1,071.00	\$0.50	\$382.50	\$1.00	\$765.00	\$1.00	\$765.00	\$1.30	\$994.50
26	River Rock (4" Depth)	1	CY	\$463.74	\$463.74	\$480.00	\$480.00	\$970.00	\$970.00	\$485.00	\$485.00	\$750.00	\$750.00	\$796.00	\$796.00	\$975.00	\$975.00
27	Steel Edge	60	LF	\$6.21	\$372.60	\$11.00	\$660.00	\$6.00	\$360.00	\$26.50	\$1,590.00	\$1.80	\$108.00	\$23.00	\$1,380.00	\$7.80	\$468.00
28	Irrigation - permanent bubblers	765	SF	\$1.20	\$918.00	\$1.00	\$765.00	\$2.40	\$1,836.00	\$1.70	\$1,301.27	\$1.50	\$1,147.50	\$5.00	\$3,825.00	\$5.20	\$3,978.00
29	Irrigation - tree bubblers	5	EA	\$679.69	\$3,398.45	\$80.00	\$400.00	\$360.00	\$1,800.00	\$3,220.00	\$16,100.00	\$200.00	\$1,000.00	\$471.00	\$2,355.00	\$850.00	\$4,250.00
30	Irrigation - turf	11,747	SF	\$1.79	\$21,027.13	\$1.13	\$13,274.11	\$0.70	\$8,222.90	\$1.65	\$19,382.55	\$1.35	\$15,858.45	\$2.00	\$23,494.00	\$1.30	\$15,271.10
Total Base Bid - Brian Schwengler Memorial Park				\$360,791.84		\$405,649.71		\$439,410.35		\$444,960.87		\$451,517.45		\$546,095.00		\$547,586.10	

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Alternate Bid - Brian Schwengler Memorial Park																	
1	Monument Park	1	LS	\$3,932.94	\$3,932.94	\$2,300.00	\$2,300.00	\$6,800.00	\$6,800.00	\$10,500.00	\$10,500.00	\$8,784.50	\$8,784.50	\$13,505.00	\$13,505.00	\$2,000.00	\$2,000.00
2	Demolition of Existing Park Sign	1	LS	\$835.44	\$835.44	\$1,200.00	\$1,200.00	\$3,200.00	\$3,200.00	\$750.00	\$750.00	\$550.00	\$550.00	\$242.00	\$242.00	\$300.00	\$300.00
Total Alternate Bid - Brian Schwengler Memorial Park				\$4,768.38		\$3,500.00		\$10,000.00		\$11,250.00		\$9,334.50		\$13,747.00		\$2,300.00	

				BIDDER 8		BIDDER 9		BIDDER 10		BIDDER 11		BIDDER 12		BIDDER 13		BIDDER 14		AVERAGE BID		ENGINEER'S ESTIMATE	
				VLEX Construction, LLC 3586 Bent Oaks St. Grennville, TX 75401		SRH Landscapes, LLC PO Box 796754 Dallas, TX 75379		C.C. Zamora Construction, Inc 3815 Austin Ln Fort Worth, TX 76111		Cole Construction Inc. 10315 Alta Vista Road Keller, TX 76244		L.J Design & Construction, LLC 6589 Peden Rd Fort Worth, TX 76179		ALCC, LLC 5501 Fishtrap Rd, Ste. 331 Denton, TX 76208		A T Construction, LLC 8219 Mossberg Dr. Arlington, TX 76002					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid - Brian Schwengler Memorial Park																					
1	Mobilization	1	LS	\$25,200.00	\$25,200.00	\$27,500.00	\$27,500.00	\$48,225.00	\$48,225.00	\$28,420.00	\$28,420.00	\$80,968.80	\$80,968.80	\$81,879.70	\$81,879.70	\$50,000.00	\$50,000.00	\$41,343.68	\$41,343.68	\$100,000.00	\$100,000.00
2	Project Allowance	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
3	Site Prep & Demo	1	LS	\$63,000.00	\$63,000.00	\$14,198.99	\$14,198.99	\$42,991.00	\$42,991.00	\$29,124.17	\$29,124.17	\$81,903.60	\$81,903.60	\$51,295.38	\$51,295.38	\$30,000.00	\$30,000.00	\$44,421.94	\$44,421.94	\$70,000.00	\$70,000.00
4	Temporary Erosian, Sedimentation, Water Po	1	LS	\$10,080.00	\$10,080.00	\$12,547.75	\$12,547.75	\$10,000.00	\$10,000.00	\$10,468.41	\$10,468.41	\$9,870.00	\$9,870.00	\$6,151.12	\$6,151.12	\$20,000.00	\$20,000.00	\$8,777.66	\$8,777.66	\$30,000.00	\$30,000.00
5	Fine grading	1	LS	\$25,200.00	\$25,200.00	\$4,300.90	\$4,300.90	\$26,250.00	\$26,250.00	\$34,002.09	\$34,002.09	\$11,724.00	\$11,724.00	\$34,054.28	\$34,054.28	\$48,000.00	\$48,000.00	\$16,265.46	\$16,265.46	\$60,000.00	\$60,000.00
6	Gravel Sump(s) & Drain(s)	1	LS	\$22,680.00	\$22,680.00	\$2,750.26	\$2,750.26	\$11,000.00	\$11,000.00	\$12,209.94	\$12,209.94	\$3,120.00	\$3,120.00	\$6,975.66	\$6,975.66	\$10,000.00	\$10,000.00	\$8,115.99	\$8,115.99	\$15,000.00	\$15,000.00
7	Gravel (Playground Subbase)	4,280	SF	\$10.00	\$42,800.00	\$3.33	\$14,252.40	\$3.80	\$16,264.00	\$3.47	\$14,851.60	\$4.40	\$18,832.00	\$6.34	\$27,135.20	\$10.00	\$42,800.00	\$4.61	\$19,733.86	\$3.50	\$14,980.00
8	4' Double Gate	1	EA	\$5,040.00	\$5,040.00	\$8,888.80	\$8,888.80	\$3,000.00	\$3,000.00	\$4,716.43	\$4,716.43	\$3,559.31	\$3,559.31	\$1,548.00	\$1,548.00	\$5,000.00	\$5,000.00	\$3,476.83	\$3,476.83	\$8,000.00	\$8,000.00
9	4' Iron Fence	295	LF	\$101.00	\$29,795.00	\$54.00	\$15,930.00	\$175.00	\$51,625.00	\$103.91	\$30,653.45	\$79.20	\$23,364.00	\$112.20	\$33,099.00	\$150.00	\$44,250.00	\$88.03	\$25,970.11	\$70.00	\$20,650.00
10	4' Iron Gate	1	EA	\$3,780.00	\$3,780.00	\$4,444.40	\$4,444.40	\$1,500.00	\$1,500.00	\$3,275.52	\$3,275.52	\$1,970.10	\$1,970.10	\$1,120.84	\$1,120.84	\$3,500.00	\$3,500.00	\$2,275.66	\$2,275.66	\$2,500.00	\$2,500.00
11	Concrete Sidewalk	4,965	SF	\$8.00	\$39,720.00	\$10.80	\$53,622.00	\$12.00	\$59,580.00	\$10.80	\$53,622.00	\$11.40	\$56,601.00	\$11.71	\$58,140.15	\$11.00	\$54,615.00	\$10.10	\$50,125.22	\$9.00	\$44,685.00
12	Playground Perimeter Beam	250	LF	\$80.00	\$20,000.00	\$168.00	\$42,000.00	\$41.50	\$10,375.00	\$89.75	\$22,437.50	\$33.00	\$8,250.00	\$57.36	\$14,340.00	\$20.00	\$5,000.00	\$53.53	\$13,381.61		\$0.00
13	Parking Lot Paving	2,550	SF	\$10.00	\$25,500.00	\$43.20	\$110,160.00	\$19.25	\$49,087.50	\$23.49	\$59,899.50	\$34.32	\$87,516.00	\$23.74	\$60,537.00	\$12.50	\$31,875.00	\$19.00	\$48,453.64	\$15.00	\$38,250.00
14	Parking Lot Striping	1	LS	\$5,040.00	\$5,040.00	\$4,433.29	\$4,433.29	\$1,500.00	\$1,500.00	\$9,788.43	\$9,788.43	\$9,000.00	\$9,000.00	\$2,135.21	\$2,135.21	\$15,000.00	\$15,000.00	\$5,364.53	\$5,364.53	\$20,000.00	\$20,000.00
15	Basketball Half Court	1	LS	\$44,100.00	\$44,100.00	\$50,976.00	\$50,976.00	\$57,600.00	\$57,600.00	\$61,649.81	\$61,649.81	\$65,940.00	\$65,940.00	\$68,889.76	\$68,889.76	\$55,000.00	\$55,000.00	\$56,678.40	\$56,678.40	\$80,000.00	\$80,000.00
16	6' Powder-Coated Bench	3	EA	\$3,150.00	\$9,450.00	\$3,872.40	\$11,617.20	\$4,700.00	\$14,100.00	\$3,897.32	\$13,772.76	\$3,569.22	\$10,707.66	\$3,897.32	\$11,691.96	\$5,000.00	\$15,000.00	\$3,795.53	\$11,386.59	\$2,500.00	\$7,500.00
17	6' Powder-Coated Picnic Table	3	EA	\$5,040.00	\$15,120.00	\$11,730.99	\$35,192.97	\$8,500.00	\$25,500.00	\$11,771.53	\$35,314.59	\$11,074.20	\$33,222.60	\$10,027.67	\$30,083.01	\$12,000.00	\$36,000.00	\$8,299.61	\$24,898.83	\$4,000.00	\$12,000.00
18	35 Gallon Trash Receptacle	3	EA	\$3,150.00	\$9,450.00	\$3,349.74	\$10,049.22	\$4,400.00	\$13,200.00	\$4,158.65	\$12,475.95	\$3,141.60	\$9,424.80	\$3,642.00	\$10,926.00	\$4,000.00	\$12,000.00	\$3,321.16	\$9,963.47	\$2,500.00	\$7,500.00
19	Outdoor Pedestal Grill	3	EA	\$819.00	\$2,457.00	\$689.77	\$2,069.31	\$1,225.00	\$3,675.00	\$1,005.46	\$3,016.38	\$540.00	\$1,620.00	\$881.33	\$2,643.99	\$950.00	\$2,850.00	\$830.48	\$2,491.45	\$1,500.00	\$4,500.00
20	Drinking Fountain (w/ water service)	1	EA	\$15,120.00	\$15,120.00	\$18,113.71	\$18,113.71	\$8,500.00	\$8,500.00	\$21,135.70	\$21,135.70	\$14,791.75	\$14,791.75	\$33,550.48	\$33,550.48	\$17,000.00	\$17,000.00	\$13,814.08	\$13,814.08	\$10,000.00	\$10,000.00
21	Tree - large canopy	5	EA	\$1,159.00	\$5,795.00	\$957.55	\$4,787.75	\$1,200.00	\$6,000.00	\$1,152.41	\$5,762.05	\$1,104.00	\$5,520.00	\$1,636.80	\$8,184.00	\$1,200.00	\$6,000.00	\$1,108.08	\$5,540.38	\$800.00	\$4,000.00
22	Ornamental Grass - 5 gallon	39	EA	\$42.00	\$1,638.00	\$36.07	\$1,406.73	\$45.00	\$1,755.00	\$93.54	\$3,648.06	\$37.38	\$1,457.82	\$357.45	\$13,940.55	\$100.00	\$3,900.00	\$72.82	\$2,840.15	\$40.00	\$1,560.00
23	Common Bermuda Sod	11,747	SF	\$1.00	\$11,747.00	\$1.68	\$19,734.96	\$2.00	\$23,494.00	\$1.46	\$17,150.62	\$1.80	\$21,144.60	\$1.25	\$14,683.75	\$3.00	\$35,241.00	\$1.34	\$15,690.64	\$1.30	\$15,271.10
24	Bed Prep	765	SF	\$1.00	\$765.00	\$2.23	\$1,705.95	\$3.50	\$2,677.50	\$2.89	\$2,210.85	\$3.42	\$2,616.30	\$3.03	\$2,317.95	\$10.00	\$7,650.00	\$3.04	\$2,327.79	\$1.00	\$765.00
25	Hardwood Mulch	765	SF	\$4.00	\$3,060.00	\$0.50	\$382.50	\$2.75	\$2,103.75	\$2.07	\$1,583.55	\$2.52	\$1,927.80	\$2.59	\$1,981.35	\$10.00	\$7,650.00	\$2.27	\$1,734.91	\$0.50	\$382.50
26	River Rock (4" Depth)	1	CY	\$1,329.00	\$1,329.00	\$446.80	\$446.80	\$1,350.00	\$1,350.00	\$1,448.16	\$1,448.16	\$1,266.00	\$1,266.00	\$5,184.96	\$5,184.96	\$250.00	\$250.00	\$1,156.76	\$1,156.76	\$80.00	\$80.00
27	Steel Edge	60	LF	\$15.00	\$900.00	\$11.87	\$712.20	\$15.25	\$915.00	\$17.94	\$1,076.40	\$14.28	\$856.80	\$7.92	\$475.20	\$10.00	\$600.00	\$12.47	\$748.16	\$7.00	\$420.00
28	Irrigation - permanent bubblers	765	SF	\$2.00	\$1,530.00	\$1.88	\$1,438.20	\$2.25	\$1,712.25	\$10.14	\$7,757.10	\$2.16	\$1,652.40	\$1.93	\$1,476.45	\$10.00	\$7,650.00	\$3.45	\$2,642.58	\$2.75	\$2,103.75
29	Irrigation - tree bubblers	5	EA	\$276.00	\$1,380.00	\$215.39	\$1,076.95	\$300.00	\$1,500.00	\$1,004.54	\$5,022.70	\$262.50	\$1,312.50	\$132.00	\$660.00	\$100.00	\$500.00	\$582.22	\$2,911.11	\$275.00	\$1,375.00
30	Irrigation - turf	11,747	SF	\$3.00	\$35,241.00	\$0.99	\$11,629.53	\$2.50	\$29,367.50	\$2.58	\$30,307.26	\$2.40	\$28,192.80	\$2.97	\$34,888.59	\$6.50	\$76,355.50	\$2.20	\$25,893.74	\$2.50	\$29,367.50
Total Base Bid - Brian Schwengler Memorial Park					\$551,917.00	\$561,368.77		\$599,856.50		\$611,800.98		\$673,332.64		\$694,989.54		\$718,686.50		\$543,425.23		\$675,889.85	

Owner:	City of Saginaw	BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6		BIDDER 7	
Job No.:	061003167	Patcon Services, LLC		C. Green Scaping, LP		HomeRun Construction, LLC		D.L. Meacham, L.P.		Construction Solution USA, LLC		The Fain Group, Inc		Northstar Construction, LLC	
Project:	Brian Schwengler Memorial Park	PO Box 2423		2401 Handley Edervill Rd		PO Box 1479		1702 Washington Ave.		1452 Halsey, Ste. 100		2500 Great Southwesy Pkwy		2112 Solona St.	
Date:	April 9, 2025	Weatherford, TX 76086		Fort Worth, TX 76118		Midlothian, TX 76065		Houston, TX 77007		Carrollton, TX 75007		Fort Worth, TX 76106		Fort Worth, TX 76117	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Alternate Bid - Brian Schwengler Memorial Park																					
1	Monument Park	1	LS	\$3,000.00	\$3,000.00	\$15,555.40	\$15,555.40	\$10,000.00	\$10,000.00	\$6,922.61	\$6,922.61	\$4,702.00	\$4,702.00	\$3,054.53	\$3,054.53	\$25,000.00	\$25,000.00	\$8,289.78	\$8,289.78	\$8,000.00	\$8,000.00
2	Demolition of Existing Park Sign	1	LS	\$500.00	\$500.00	\$1,784.87	\$1,784.87	\$5,000.00	\$5,000.00	\$1,350.41	\$1,350.41	\$480.00	\$480.00	\$2,209.71	\$2,209.71	\$5,000.00	\$5,000.00	\$1,671.60	\$1,671.60	\$3,500.00	\$3,500.00
Total Alternate Bid - Brian Schwengler Memorial Park					\$3,500.00		\$17,340.27		\$15,000.00		\$8,273.02		\$5,182.00		\$5,264.24		\$30,000.00		\$9,961.39		\$11,500.00



City Council Memorandum

E. Action Regarding Funding of the 2025 Independence Celebration Fireworks Event -- Pedro Zambrano, Director of Economic & Community Engagement

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Consent Agenda Item: 2E.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The Independence Celebration is presented by the Saginaw Parks Advisory Board. The 2025 event will be held at Saginaw High School on June 28th starting at 6PM. This year will be the first year we will have live music on stage. Turnip Blood Entertainment is the company we will be contracting with to book the stage, bands, and take care of all production behind the stage. Turnip Blood Entertainment has years of experience and have recently worked with the City of Carrollton for their TEXfest in March 2025.

Sponsorship and vendor fees will be deposited into the Parks Donation fund to offset the use of the parks donations. Below is a breakdown of the cost for the event. Please note that \$10,000 will be coming from Hotel Motel Tax Promotion of the Arts.

- Stage, Bands, and Production Team: \$20,000
- Generators: \$1,650
- Tables & Chairs: \$435
- Activities (Facepainting, Bounce Houses, Caricature Artist, Rock Climbing, etc): \$5,000

FINANCIAL IMPACT:

Total Cost from Parks Donation Fund: \$17,085

Total Cost from HOT (Promotion of the Arts): \$10,000

Total Cost: \$27,085 for the event

All Independence Celebration Sponsorship funds and other fees will be deposited into the Parks Donation Fund to offset the use of donations.



City Council Memorandum

G. Action Regarding Approval of Retired Fire Station Asbestos Abatement Consultant Proposal -- Doug Spears, Fire Chief

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Consent Agenda Item: 2G.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

When consideration was given to perform demolition or re-purpose of some or all of the retired fire station and senior center buildings a required asbestos survey was required and completed in August-September of 2024. Asbestos was discovered in some areas of the fire station building requiring abatement.

In order to conduct the asbestos abatement, the next step is to engage a project consultant. The project consultant drafts the necessary scope of work, performs project management and conducts the air monitoring during the asbestos demo and removal, and ensures compliance of abatement regulations with regulatory authorities. The project consultant identifies and recommends a competent contractor for the demo and removal work.

The consultant work is considered professional services allowing the city to choose a company to contract with due to the specialized nature of the work scope with consideration to qualifications and experience or proven competency on previous similar projects. DFW Environmental Group has competently provided this service for the city on previous occasions and is the company that conducted the initial asbestos survey.

Staff is seeking approval to engage DFW Environmental Group to proceed in the asbestos abatement process. A separate agreement for the performance of the demo and removal will be presented to City Council for approval as a separate item.

The period to perform the abatement is estimated not to extend beyond 15 days with and additional 10 days for the required interior demolition. The consultant proposal is attached along with a memo outlining the the overall project costs and considerations.

FINANCIAL IMPACT:

\$13,800 to be paid from TIRZ funds.

RECOMMENDATION:

Staff recommends approval to engage DFW Environmental as the asbestos abatement project consultant.

Attachments

[Fire Station Abbestos Abatement Consultant Agreement 4-8-2025.pdf](#)

[CM Memo Retired Fire Station Asbestos Abatement 4-28-2025.pdf](#)



DFW ENVIRONMENTAL GROUP, LLC

701 SHELMAR DRIVE
EULESS, TX 76039
817-999-8336

April 8, 2025

Larry Little
City of Saginaw
301 S. Saginaw Blvd.
Saginaw, Texas 76179

RE: Asbestos Abatement Consulting Proposal
Former Fire Station #1
400 S. Saginaw Blvd.
Saginaw, Texas 76179

Dear Mr. Little:

DFW Environmental Group, LLC (DFW) is pleased to present the following proposal for the asbestos abatement consulting services at the above-referenced location. The consulting services will include the following:

Project Design

DFW will develop a project specific Asbestos Abatement Specifications and Drawing ensuring compliance with all EPA, DSHS, and OSHA asbestos abatement regulations. The project will require a ten-day notification period prior to the project. The project design will be developed on the findings of the asbestos survey performed by DFW.

Project Management & Air Monitoring

DFW will coordinate all asbestos related activities with the contractor and will monitor the abatement work for compliance with all applicable EPA, DSHS, OSHA regulations, the Asbestos Abatement Specifications, and good industrial hygiene practices. Air samples analyzed by Phase Contrast Microscopy (PCM) will be collected before, during, and after the abatement work to demonstrate effective asbestos fiber control.

Asbestos Abatement Summary Report

DFW will provide an Asbestos Abatement Summary Report after abatement has been completed. The Asbestos Abatement Summary Report will include daily reports and results of air samples collected during the project.

PROJECT CONSULTING

Cost Proposal

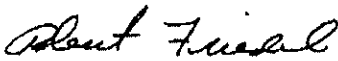
Service	Quantity	\$ Rate	\$ Total
Site walk(s), asbestos abatement project design and final report preparation	1	1,800	\$1,800.00
Onsite air monitoring and project management	~15	800	~\$12,000.00
Estimated Total Cost			\$13,800.00

Based on DFW estimate of 15 shifts (up to 10 hours shift) to complete working 5 days per week. The number of shifts is subject to change depending on selected abatement contractor proposed number of shifts.

DFW is not responsible for asbestos-containing material hidden or concealed which could not be detected by an experienced inspector. If any potential asbestos-containing building material (ACBM) is revealed during any demolition/renovation activity, all work will cease, and the appropriate owner's representative shall be notified. Adequate sampling and analysis shall be implemented in a timely manner to determine the material's content. Work shall not be permitted where suspect material had been uncovered until the Owner or Owner's representative gives notification that the materials in question are either non-asbestos or have been properly abated.

If you have any questions regarding this proposal, please call me at (817) 999-8336. If this proposal meets with your approval, please sign and return it to DFW Environmental Group, LLC.

Sincerely,



Robert Friedel, Principal
Individual Asbestos Consultant 10-5304
Certified Indoor Air Quality Professional
DFW Environmental Group, LLC
dfwenv@gmail.com

DFW Environmental Group, LLC

I, _____, as an authorized representative of the City of Saginaw; do hereby wish to retain the services of DFW Environmental Group, LLC for the purpose of conducting Asbestos Abatement Consulting at the former Fire Station #1 located in Saginaw, Texas as outlined in this proposal.

By your signature below, you agree to the terms of payment as follows:

***PAYMENT TERMS: ALL MONIES DUE ON RECEIPT OF THE INVOICE**

This proposal is valid for 30 days from date hereon.

Signature

Date

Printed Name

Telephone #

Email Address

Purchase Order # (if required)

Please provide the following information about your Accounts Payable Department:

Contact: _____

Address: _____

Phone: _____

Email: _____



Saginaw Fire Department

700 W McLeroy Blvd. Saginaw, Texas 76179
Tel: 817-230-0412 Fax: 817-232-3731

DOUG SPEARS
FIRE CHIEF

TO: City Manager Gabe Reaume

FROM: Fire Chief Doug Spears

DATE: April 28, 2025

RE: Update On Retired Fire Station Asbestos Abatement

With the anticipation of moving forward with the abatement CBO Little recently scheduled a planning and reinspection of the site with the consultant. A regional and reputable contractor was also invited for the site reinspection. While it was suspected in some areas, on this visit it was confirmed that asbestos does exist under almost all of the interior wall base plates and behind portions of the sheetrock walls abutted to the concrete tilt walls. This is commonly found with remodels. If you don't disturb the asbestos during remodel, an abatement is not necessarily required allowing asbestos to remain and be covered or concealed. This is apparently what occurred during the 2006-2007 remodel of the fire station which included remodel throughout the entire building.

With confirmation of asbestos present under the interior wall base plates and in multiple concealed wall spaces (more than originally suspected), demolition of interior walls will be necessary and project cost are adjusted accordingly.

The original cost estimates from Aug-Sep of 2024 were:

\$10,200 for the consultant – the consulting component is a state regulation

\$44,000 – for the abatement contractor

The updated project quotes are:

\$13,800 for the project consultant

\$99,679 for the contractor – this includes actual asbestos removal, the demolition and removal of all interior walls, flooring, components (wiring, HVAC units, plumbing fixtures, etc.) essentially leaving the building as an open box inside with only masonry walls remaining on the interior. This demo is required to perform the asbestos abatement with the confirmed discovery of asbestos in additional covered and concealed areas.

\$2,820 for temporary electrical service to accommodate the demolition – tool, operation, lighting, ventilation. Tudor Electric is a local contractor who frequently performs work for the City.

\$1,000 estimate for HVAC refrigerant recollection. This is a high side cost estimate. This is now necessary due to the extended interior demo requiring dismantle and removal of all the HVAC units.

\$3,300 Texas Department of State Health Services asbestos removal notification fee. \$3300 is the maximum chargeable fee based on the quantity of asbestos material. Both the consultant and the contractor are estimating the asbestos material from the project to reach the threshold for the maximum fee to apply.

This adjusts the total cost of the abatement project to **\$120,599** vs the initial cost estimate of **\$54,200**. The original cost estimate did not include the necessary temporary electrical power or the mandated State fee. The majority of the cost increase is related to the demolition now determined to be required to access all the asbestos. Benefit of knowing now as opposed to discovery with the project already underway which is a result of CBO Little, the consultant, and a contractor reinspecting in a more detailed method than would otherwise be performed at the onset of an asbestos abatement project.



City Council Memorandum

H. Action Regarding Approval of Retired Fire Station Asbestos Abatement Contractor Proposal -- Doug Spears, Fire Chief

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Consent Agenda Item: 2H.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

When consideration was given to perform demolition or re-purpose of some or all of the retired fire station and senior center buildings a required asbestos survey was required and completed in August-September of 2024. Asbestos was discovered in some areas of the fire station building requiring abatement.

In order to conduct the asbestos abatement, the third step is to engage a project contractor. The project contractor performs the work based on the work scope created and monitored by the project consultant.

Asbestos abatement is considered professional services allowing the city to choose a company to contract with due to the specialized nature of the work scope with consideration to qualifications and experience or proven competency on previous similar projects.

Staff is seeking approval to engage HP EnviroVision to proceed in the asbestos abatement process.

The period to perform the abatement is estimated not to extend beyond 15 days with an additional 10 days for the required interior demolition. The contractor proposal is attached along with a memo outlining the overall project costs and considerations.

FINANCIAL IMPACT:

\$99,679 to be paid from TIRZ funds.

RECOMMENDATION:

Staff recommends approval to engage HP EnviroVision as the asbestos abatement project contractor.

Attachments

[Fire Station Abatement Contractor Agreement 4-16-2025.pdf](#)

[CM Memo Retired Fire Station Asbestos Abatement 4-28-2025.pdf](#)



April 16, 2025

PROPOSAL #Q2461-25

Mr. Larry Little
City of Saginaw
301 S. Saginaw Blvd.
Saginaw, Texas 76179

817.230.0457
llittle@saginawtx.org

RE: Fire Station #1 – Asbestos Abatement & Interior Demolition
400 S. Saginaw Blvd.
Saginaw, Texas 76179

HP ENVIROVISION (HP) appreciates the opportunity to present this proposal for the **abatement of asbestos containing materials and interior demolition** at the above referenced site as further identified in the scope of work section of this proposal.

HP to perform the work per local, state and federal guidelines, including regulations of the Environmental Protection Agency (EPA), Occupational Safety & Health Administration (OSHA), and the Texas Department of State & Health Services (DSHS).

Our bid includes combined insurance coverage of **\$10,000,000 limits** on Auto & General Liability (including contractor's pollution liability). Microbial (mold) services, Employer's Liability \$1M limits with Statutory Worker's Compensation insurance.

HP is licensed by the Texas Department of State Health Services (DSHS) as an asbestos abatement contractor (**#80-0630**), asbestos transporter (**#40-0178**), certified as a "**Lead Firm,**" **Certification Number #2110142**, licensed Mold Remediation Company **#RCO 0106**, and a Mold Contractor (Quinn Johnsen), **#MRC 1545**.

Notification of regulatory agencies (DSHS / EPA) is required prior to performing this work. The **DSHS asbestos removal fee is not included with our bid and is to be paid by owner or others.** DSHS will send this removal fee invoice directly to the building owner representative for direct payment. Fees are determined by the quantity of asbestos to be abated. DSHS calculates fees at \$30 per Asbestos Reporting Unit (ARU) plus 3%; each 160 square feet or 260 linear feet of asbestos abated equals one ARU.

HP appreciates the opportunity to submit this proposal, and we look forward to the opportunity to demonstrate our professional capabilities. **To proceed, please return one signed copy of this proposal, issue a notice to proceed or purchase order so that we may schedule the work.**

Respectfully,

Quinn Johnsen
Vice President

310 E. Trinity Blvd. Suite 800, Grand Prairie, TX 75050, (972) 399-0068, Fax 972-986-6013

II. Work Area Preparation:

HP to prepare the abatement work area per the anticipated DFW Environmental Group specification document. A specification document was not provided for this proposal.

III. Personnel Protective Equipment:

- 1) 3M or Honeywell (North) Brand ½ mask negative pressure respirators and/or Honeywell (Survivair) Power Air Purifying Respirators (PAPRs)
- 2) Protective suits, safety glasses, hard hats, safety gloves, safety vests, and when applicable for elevated work safety body harnesses and lanyards.

IV. Air Testing / Consulting (by owner):

- V. Per state regulations, owner to provide and pay for separately an independent third party, state licensed consultant to monitor / design the project. Owner's air lab to provide compliance air testing and a final inspection of the abatement work. Bid based on Phase Contrast Microscopy (PCM) analysis for clearance with an industry accepted air clearance criteria of 0.01 f/cc. Cost for the air testing lab / consultant are **not included in HP's bid** per state regulations.

PROJECT DURATION

Project duration for the asbestos abatement is **estimated at 15 working shifts and an additional 10 working days for demolition**. HP will work Monday - Friday day shifts, and up to 10 hours per work shift.

WASTE TRANSPORT - DISPOSAL

Asbestos wastes generated will be packaged, labeled, manifested, transported and disposed of by HP for the owner to an EPA / DSHS approved landfill. The original (signed) copy of the waste manifest will be sent back to the owner directly by the landfill once burial is complete and landfill signs acknowledging disposal.

Bid Qualifications - Responsibilities of Owner/Others:

- 1) **Utilities;** Bid based on the client / owner providing adequate site water & electrical sources for the proposed work. This proposal is based upon the project electrician connecting HP's power panel to the on-site electrical panel at no charge to HP.
- 2) **Parking;** allow for placement, when applicable, of asbestos or disposal containers next to the structure and parking for HP employees.
- 3) **Fire / Containment Watch;** excluded when HP not on site.
- 4) **Prevailing Wages;** excluded, proposal based upon typical market wages.
- 5) **HVAC System;** When applicable, owner to coordinate and shut down the HVAC system or system(s) requiring shutdown to allow for the abatement process.
- 6) **Contents;** When applicable, owner in advance to remove any sensitive equipment, furnishings, salvage, items blocking access, contents from the work area(s).
- 7) **Refurbishment;** HP's base bid does not include refurbishing finishes, painting, re-insulation, reinstallations, restorations or replacements unless specifically stated.
- 8) **Tape Damage;** Damage to surfaces may occur from securing poly with adhesives as required to contain the work per consultant design or regulations. Window tint may be damaged if HP is required to tape to it by consultant. Repairs excluded.
- 9) **Accessibility;** Materials to be physically accessible, openly exposed, not requiring demolition to access unless specified.
- 10) **Insurances;** HP carries \$10,000,000 combined limits on Auto & General Liability, \$1M on Employers Liability & Mold and Statutory on Workmen's Compensation. Any additional coverages can be provided on a cost +15% basis. When requested, owner to be listed

- as an additional insured and provided with a Waiver of Subrogation. Property / Builder's risk insurance by owner.
- 11) **Air Testing - Consultant;** DSHS regulations require the owner to provide and pay for all air testing, consulting services independently. Air lab excluded. Bid based on PCM type air clearance. Design, sampling, air monitoring and consulting excluded. HP reserves right to adjust pricing or approve of owner selected air lab, consultant, project design-work plan, specifications when not provided / available at time of bid. Owner to request air lab to provide HP with a copy of all air test results for our records upon completion.
 - 12) **Notice;** Owner or their agent to notify subcontractors, employees, tenants affected by the asbestos abatement work prior to HP's mobilization as required by OSHA.
 - 13) **Delays;** HP will be excused for any delay beyond our reasonable control, such as, Acts of God, labor disputes, accidents, inclement weather, acts of public authority, acts of the Owner, or other unforeseen contingencies.
 - 14) **Status;** HP's status is that of an independent contractor and to provide services only as indicated by the owner or their representatives.
 - 15) **Fees;** DSHS removal fee, taxes, special assessments / charges to be paid by owner.
 - 16) **Commencement;** Project start date and duration shall be mutually agreed upon.
 - 17) **Regulatory Changes;** HP reserves the right to adjust pricing / time for a change in regulatory enforcement
 - 18) **Site Conditions;** Bid based on conditions existing at time of bid. If conditions vary or are altered, HP reserves the right to adjust our bid if they affect our work.
 - 19) **Multi-Layer;** Bid based on a single layer of material(s) unless specifically identified. If multi-layer materials are encountered an additional charge will apply to remove each additional layer.
 - 20) **Flooring materials;** an additional charge may apply to abate excessive floor filler / leveler (>0.5 inch thick and/or covering >5% of the work area), non-asbestos mastics.
 - 21) **Flooring materials:** covered by fixed items (walls, cabinets, etc.) or in slab stress cracks are excluded. HP to abate up to covered surfaces.
 - 22) **Contract Inclusion;** Bid based on HP's bid proposal being incorporated into any contract documents and shall prevail and supersede over any conflicts.
 - 23) **See Site Specific Bid Qualifications.**
 - 24) **Other hazardous materials,** if present, are excluded
 - 25) **Changes to Scope;** If required, any alteration and/or deviation from this proposal involving a change in costs or duration will be executed only upon written orders. Additions will become an extra charge over and above this bid proposal.

COMPENSATION FOR SERVICES:

Mobilization & Project Setup	\$ 995.00
Asbestos Abatement & Interior Demolition (See Page 2 Scope of Work)	\$ 98,684.00
Labor, Insurances, Overhead, Licensing, & Training	\$ Included
Materials & Containment (poly, tapes, suits, filters, solvents, bags, etc.)	\$ Included
Trade Equipment (decons, negative air units, vacuums)	\$ Included
Asbestos Waste Manifest, Transportation & Disposal	\$ Included
File original or amend regulatory notice to DSHS	\$ Included
DSHS Notification Fees (~\$3,300.00 base bid estimate)	\$ by owner
Air Testing / Project Design / Consultant Services	\$ by owner
OSHA Compliance Testing of HP Employees	\$ <u>Included</u>
Total Lump Sum Base Bid:	\$ 99,679.00*

[Ninety-Nine Thousand, Six Hundred and Seventy-Nine and 00/100 Dollars]

*Asbestos abatement is tax exempt per the Texas sales and use tax section 151.0048(a)(3)(A) of the Texas Tax Code. HP pays sales tax on materials.

TERMS:

Completion / Net 30 Days / 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days / No Retainage / Bonding Excluded (add 2.95% to bid for HP to provide P&P Bonds). Proposal valid for 60 days. Client to pay costs and expenses, including reasonable attorneys' fees, incurred by HP should collection proceedings be necessary.

Please sign below to indicate your acceptance of this proposal, and to serve as your "notice to proceed" with the work. Acceptance also serves as **authority for HP to file any required notifications to regulatory agencies (e.g. DSHS)**, and to sign the waste disposal manifest on the owner's behalf unless instructed otherwise.

Company Name

Purchase Order # (if applicable)

Print Name
Authorized Representative

Title

Signature

____ / ____ /2025
Date



Saginaw Fire Department

700 W McLeroy Blvd. Saginaw, Texas 76179
Tel: 817-230-0412 Fax: 817-232-3731

DOUG SPEARS
FIRE CHIEF

TO: City Manager Gabe Reaume

FROM: Fire Chief Doug Spears

DATE: April 28, 2025

RE: Update On Retired Fire Station Asbestos Abatement

With the anticipation of moving forward with the abatement CBO Little recently scheduled a planning and reinspection of the site with the consultant. A regional and reputable contractor was also invited for the site reinspection. While it was suspected in some areas, on this visit it was confirmed that asbestos does exist under almost all of the interior wall base plates and behind portions of the sheetrock walls abutted to the concrete tilt walls. This is commonly found with remodels. If you don't disturb the asbestos during remodel, an abatement is not necessarily required allowing asbestos to remain and be covered or concealed. This is apparently what occurred during the 2006-2007 remodel of the fire station which included remodel throughout the entire building.

With confirmation of asbestos present under the interior wall base plates and in multiple concealed wall spaces (more than originally suspected), demolition of interior walls will be necessary and project cost are adjusted accordingly.

The original cost estimates from Aug-Sep of 2024 were:

\$10,200 for the consultant – the consulting component is a state regulation

\$44,000 – for the abatement contractor

The updated project quotes are:

\$13,800 for the project consultant

\$99,679 for the contractor – this includes actual asbestos removal, the demolition and removal of all interior walls, flooring, components (wiring, HVAC units, plumbing fixtures, etc.) essentially leaving the building as an open box inside with only masonry walls remaining on the interior. This demo is required to perform the asbestos abatement with the confirmed discovery of asbestos in additional covered and concealed areas.

\$2,820 for temporary electrical service to accommodate the demolition – tool, operation, lighting, ventilation. Tudor Electric is a local contractor who frequently performs work for the City.

\$1,000 estimate for HVAC refrigerant recollection. This is a high side cost estimate. This is now necessary due to the extended interior demo requiring dismantle and removal of all the HVAC units.

\$3,300 Texas Department of State Health Services asbestos removal notification fee. \$3300 is the maximum chargeable fee based on the quantity of asbestos material. Both the consultant and the contractor are estimating the asbestos material from the project to reach the threshold for the maximum fee to apply.

This adjusts the total cost of the abatement project to **\$120,599** vs the initial cost estimate of **\$54,200**. The original cost estimate did not include the necessary temporary electrical power or the mandated State fee. The majority of the cost increase is related to the demolition now determined to be required to access all the asbestos. Benefit of knowing now as opposed to discovery with the project already underway which is a result of CBO Little, the consultant, and a contractor reinspecting in a more detailed method than would otherwise be performed at the onset of an asbestos abatement project.



City Council Memorandum

I. Action Regarding Approval of Retired Fire Station Asbestos Abatement Ancillary Costs -- Doug Spears, Fire Chief

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Consent Agenda Item: 2I.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The fire station asbestos abatement project has three ancillary costs we are seeking approval for.

The site will require temporary electrical power. A pricing estimate was solicited from Tudor Electric who performs electrical work for the City on occasion. The price estimate is \$2,820 and is attached.

The required demolition to perform the abatement will involve the HVAC units necessitating refrigerant recapture before dismantle and removal. A local HVAC contractor has estimated the refrigerant recapture for the multiple units not to exceed \$1000 total.

The third and final ancillary cost related to the asbestos abatement is the mandatory Texas Department of State Health Services asbestos removal notification fee. The cost is estimated to be at the \$3,300 maximum that can be imposed due to the consultant estimated quantity of asbestos material being created for discarding. This is invoiced directly from State to the City and payment made directly back to the State from the City after verification of discard quantity.

FINANCIAL IMPACT:

\$7,120 to be paid from TIRZ funds.

RECOMMENDATION:

Staff recommends approval of ancillary expenditures as presented related to the retired fire station asbestos abatement project.

Attachments

[Fire Station Abatement Temp Power Agreement.pdf](#)

[CM Memo Retired Fire Station Asbestos Abatement 4-28-2025.pdf](#)

TUTOR ELECTRICAL SERVICE, INC.

201 Willow Creek Ct.
Mansfield, TX 76063
Phone: (817) 516-0064
Fax: (817) 516-0086
www.tutorelectric.com
TECL #17144



Electrical Bid Proposal

Date: April 17, 2025

To: Larry Little
Saginaw Rec. Center

Re: Electrical Pricing

Subject: 200A Temp. Power @ Old Fire Station
Proposal # 25-1161

Dear Mr. Little

Tutor Electrical Service, Inc. submits the following electrical proposal for facility located in Saginaw, TX. Our proposal is limited to the details of the scope of work specifically contained in the list of clarifications, additions, and considerations that follow.

I. Scope of Work Additions, Exclusions, and Clarifications

-Pool Lighting Upgrades Options

1. Install a 200A electrical service on the existing riser pole at the old fire station for the demolition crews.
2. Furnish and install new 1PH 200A meter base.
3. Furnish and install new 200A 1PH Nema 3R fused disconnect.
4. Furnish and install 10' of 2" EMT conduit and wire for the riser.
5. Coordination with Oncor is included in this pricing.

II. Non-Scope Related Considerations

1. Our State of Texas Electrical Contractor's License is #17144.
2. Unless specifically noted in the scope, we have excluded all plan checks, permits, inspections, utility company and/or other fees that may be required by the Authority/Authorities Having Jurisdiction (AHJ) or utilities over this project.
3. This proposal, and the pricing contained herein, is based upon all work being performed during normal working hours, between the hours of 7:00 a.m. and 3:30 p.m. Mon-Fri, company holidays excluded.
4. We have excluded all concrete work including cutting, removal, patching, pour back, coring and testing.
5. We have excluded all roofing work including penetrations, roof jacks, and sealing thereof unless specifically stated in scope of work.
6. We have excluded all excavation, backfill, compaction, boring, and testing thereof unless

TUTOR ELECTRICAL SERVICE, INC.

201 Willow Creek Ct.
Mansfield, TX 76063
Phone: (817) 516-0064
Fax: (817) 516-0086
www.tutorelectric.com
TECL #17144

specifically stated in the scope of work.

7. We have excluded repair of damages to any unmarked underground utilities, sprinkler systems, etc.
8. We have excluded replacement of any damaged landscaping materials including trees, shrubs, plants, and grass.
9. All materials and wiring methods to be, in accordance with the current edition of the National Electrical Code, by choice of Tutor Electric Service unless included in project documents referenced as attachment to this proposal or specifically stated in the scope of work.
10. All labor and workmanship to be warrantied for lifetime. Material warranties limited to the extent of the manufacturer's warranty. Lamps and labor/ equipment required for replacement thereof will not be warrantied.
11. Repair or correction of any unknown pre-existing unsafe wiring or code violations not specifically stated in the scope of work will be performed in addition to the pricing in this proposal. Denial of acceptance of work or repair requested by the Authority Having Jurisdiction do to any pre-existing conditions beyond the stated scope of work does not release customer of payment obligations for additional work required and performed.
12. Payment in full will be required upon completion and acceptance of this installation. Projects extending in excess of one month in length will be invoiced on a monthly basis based on percentage of materials and work installed or stored on site.
13. Pricing is based on our standard liability, comprehensive, and workers comp insurance coverages. A certificate of coverages will be provided upon request. Any additional coverage required will be considered as a change order in addition to the pricing in this proposal.
14. Any on site customer specific safety training, orientation, testing, or pre-qualification will be in additions to the pricing on this proposal unless specifically stated in the scope of work.
15. This proposal will remain valid for a period of 30 days from the above date, after which date it is deemed withdrawn unless renewed or reconfirmed in writing by Tutor Electrical Service, Inc.
16. **INDEMNITY:** Each party to this agreement shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense, including attorneys' fees arising from, or in connection with, or caused by, any act, failure to act, or negligence of such indemnifying party, to the extent limited in accordance with the laws of the state of Texas. This indemnification shall not be limited in any way, by any limitation on the amount or type of damages or compensation payable to, or for, the indemnifying party under workers' compensation, disability benefits, or other employee benefit acts.

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TECL #17144

III. Pricing # 25-1161

1. Base price for above scope of work: **2,820.00**

Applicable Sales Taxes are not included in this pricing. Sales taxes for the area point of sale will be in addition to the above listed pricing. If not paying tax please provide resale or exempt certificate.

Thank you for the opportunity to provide you our services.
If you have questions, please do not hesitate to contact me.

Respectfully,

Jason Werry

Jason Werry
Vice President - Operations
O- 817-516-0064
M- 817-919-8774
F- 817-516-0086
Email- Jason.werry@tutorelectric.com

Client:

City of Saginaw

Accepted by: _____

Title: _____

Date: _____

Contractor:

Tutor Electrical Service, Inc.



Saginaw Fire Department

700 W McLeroy Blvd. Saginaw, Texas 76179
Tel: 817-230-0412 Fax: 817-232-3731

DOUG SPEARS
FIRE CHIEF

TO: City Manager Gabe Reaume

FROM: Fire Chief Doug Spears

DATE: April 28, 2025

RE: Update On Retired Fire Station Asbestos Abatement

With the anticipation of moving forward with the abatement CBO Little recently scheduled a planning and reinspection of the site with the consultant. A regional and reputable contractor was also invited for the site reinspection. While it was suspected in some areas, on this visit it was confirmed that asbestos does exist under almost all of the interior wall base plates and behind portions of the sheetrock walls abutted to the concrete tilt walls. This is commonly found with remodels. If you don't disturb the asbestos during remodel, an abatement is not necessarily required allowing asbestos to remain and be covered or concealed. This is apparently what occurred during the 2006-2007 remodel of the fire station which included remodel throughout the entire building.

With confirmation of asbestos present under the interior wall base plates and in multiple concealed wall spaces (more than originally suspected), demolition of interior walls will be necessary and project cost are adjusted accordingly.

The original cost estimates from Aug-Sep of 2024 were:

\$10,200 for the consultant – the consulting component is a state regulation

\$44,000 – for the abatement contractor

The updated project quotes are:

\$13,800 for the project consultant

\$99,679 for the contractor – this includes actual asbestos removal, the demolition and removal of all interior walls, flooring, components (wiring, HVAC units, plumbing fixtures, etc.) essentially leaving the building as an open box inside with only masonry walls remaining on the interior. This demo is required to perform the asbestos abatement with the confirmed discovery of asbestos in additional covered and concealed areas.

\$2,820 for temporary electrical service to accommodate the demolition – tool, operation, lighting, ventilation. Tudor Electric is a local contractor who frequently performs work for the City.

\$1,000 estimate for HVAC refrigerant recollection. This is a high side cost estimate. This is now necessary due to the extended interior demo requiring dismantle and removal of all the HVAC units.

\$3,300 Texas Department of State Health Services asbestos removal notification fee. \$3300 is the maximum chargeable fee based on the quantity of asbestos material. Both the consultant and the contractor are estimating the asbestos material from the project to reach the threshold for the maximum fee to apply.

This adjusts the total cost of the abatement project to **\$120,599** vs the initial cost estimate of **\$54,200**. The original cost estimate did not include the necessary temporary electrical power or the mandated State fee. The majority of the cost increase is related to the demolition now determined to be required to access all the asbestos. Benefit of knowing now as opposed to discovery with the project already underway which is a result of CBO Little, the consultant, and a contractor reinspecting in a more detailed method than would otherwise be performed at the onset of an asbestos abatement project.

Request to be Placed on City Council Agenda



Date 04/25/2025 (time stamp available upon request)

Name (please print): Tan T. Nguyen

Phone #: _____ Email: _____

Address: _____ Saginaw Texas 76131

Requested Meeting Date: Next available town hall meeting

Who Do You Represent: Spring Creek Subdivision

Who Will Attend the Meeting:

(Please provide name, address, and phone # of each person)

Will He/She/They Speak
Yes or No

1. Tan T. Nguyen

No

2. Any member from

Yes

3. _____

Subject to be Discussed: Distribution center entrance

How Long Will Your Presentation Take: 30 minutes

Reason(s) for this Request: The entrance to the distribution center will impact the community's ability to leave and enter the neighborhood other safety related issues

Council Action Desired: We would like for the Council to move the entrance

FOR OFFICE USE ONLY

NOTICE: This request form must be submitted the City Secretary's office no later than 12:00 pm the Wednesday prior to an upcoming council meeting. If any prepared presentation or video(s) will be part of the presentation, the material must be included, with the request, to be placed on the agenda, by the aforementioned deadline. If you have further questions, call 817-232-4640, extension 2327.

Request received by: V. Vega ☐ In person ☐ Mail ☒ Other Email
(explain)

Date: 4-25-2025 Time: 2:30 pm



City Council Memorandum

C. Discussion Regarding NWECC Annual Report-- NWECC Director JT Manoushagian

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Proclamations-Presentations Item: 3C.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Annual Update of accomplishments and stats for the Northwest Emergency Communications Center (NWECC)

FINANCIAL IMPACT:

When calculating out what current salaries/benefits would have been, along with furniture replacement items what were needed at the time our current cost for this fiscal year would be approximately \$699,745

Salaries/Benefits- \$609,845 (Salary:\$442,345, Benefits: \$167,500)

Console/Voice Recorder Replacements: \$68,000

Radio SUA fees for dispatch: \$9,900

T1 AT&T service: \$12,000

RECOMMENDATION:

Staff Recommends continued partnership with NWECC

Attachments

[2024 NWECC Annual Report.pdf](#)



NWECC

Northwest Emergency
Communications Center

2024 Annual Report

Mission Statement

*NWECC's mission is to make
communities safer by providing
innovative emergency
communication services.*



*When **Moments** Matter*

Values



Efficiency



Community



Connection

When Moments Matter



*Meet the **NWECC** Team*



ECC Manager Whitney Moore



ECC Supervisor Erin Harner



ECC Supervisor Hailee Slover



ECC Operator Sydney Perkins



ECC Operator Krystal Alonzo



ECC Operator Nicole Gonzales



ECC Operator Robin Ford



ECC Operator JoLynn Chisholm



ECC Operator Hayleigh Fedor



ECC Operator Olivia Smith

(Not pictured: ECC Operator Marley Taylor)

STAFF & CENTER ACHIEVEMENTS

A year full of incredible accomplishments.



2024 Staff & Center Achievements

- **2024 Texas Public Safety Conference**
 - Texas APCO Supervisor of the Year – ECC Manager Whitney Moore
 - Texas NENA Silent Hero Award – ECC Supervisor Erin Harner
- **2024 Texas Municipal League (TML) Excellence Award Nominee**



COMMUNITY ENGAGEMENT

Building trust one relationship at a time.



Community Engagement



- **National Night Out**
- **Pops with Cops**
- **Community Tours**
 - Civic & Religious Groups
 - Local Schools
 - Boy Scouts/ Girl Scouts
- **Internships**
 - TCC, TCU, Texas Wesleyan, Southern Miss.

MEASURING SUCCESS

Using KPAs and KPIs to track performance.



Measuring Success || KPAs + KPIs

- **Key Performance Areas (KPAs)** provide a broad perspective by highlighting the essential activities or actions that must be consistently carried out to achieve desired outcomes.
- **Key Performance Indicators (KPIs)** are measurable metrics or data points that quantify progress or success in relation to specific objectives or targets.

NWECC's Measures of Success

Four Key Performance Areas (KPAs)

- Emergency Call Answering & Speed of Answer
- Administrative Call Answering & Speed of Answer
- Customer Satisfaction
- Quality Assurance

84 - NWECC KPIs

15,120 - Individual KPIs

Per Year

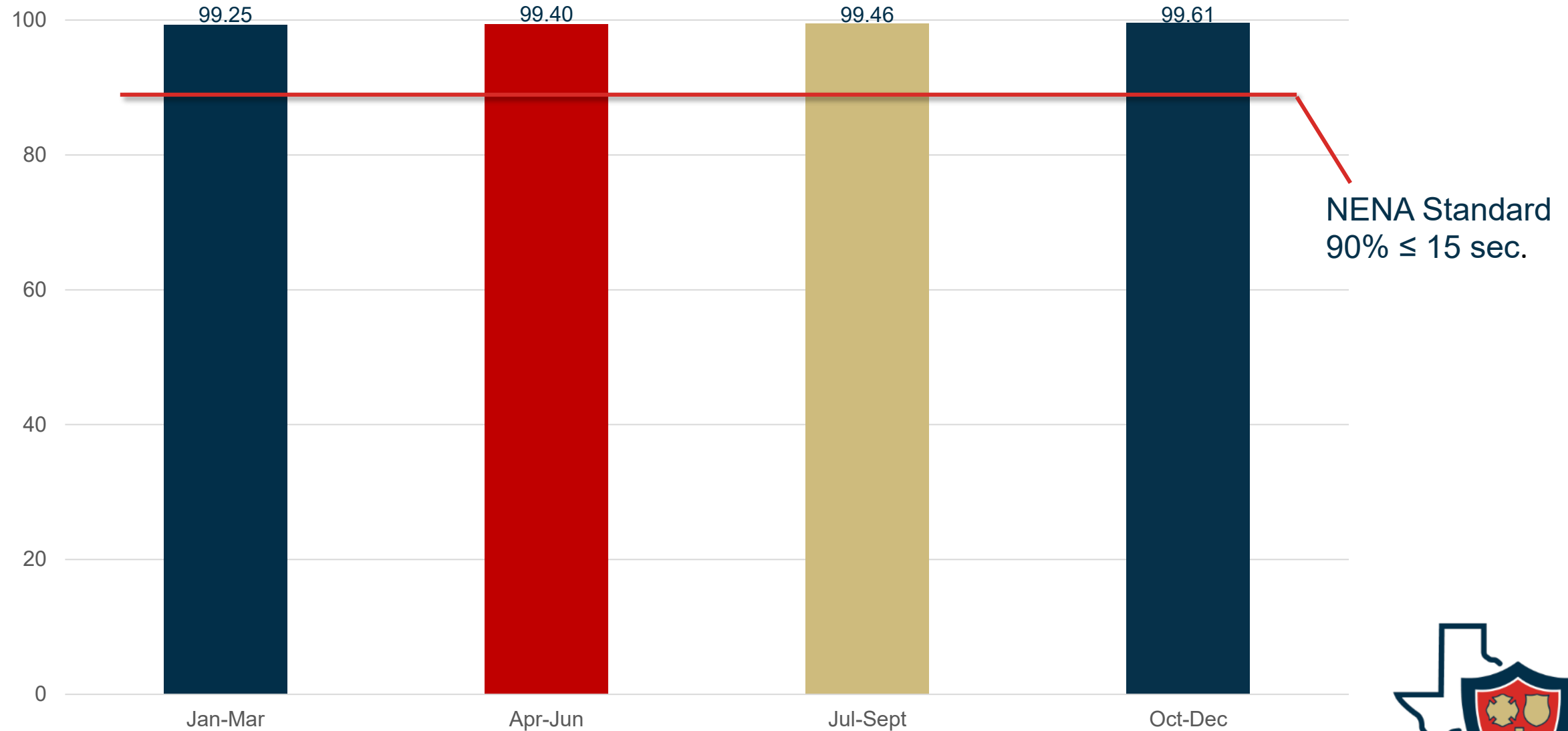
EMERGENCY CALL ANSWERING & SPEED OF ANSWER



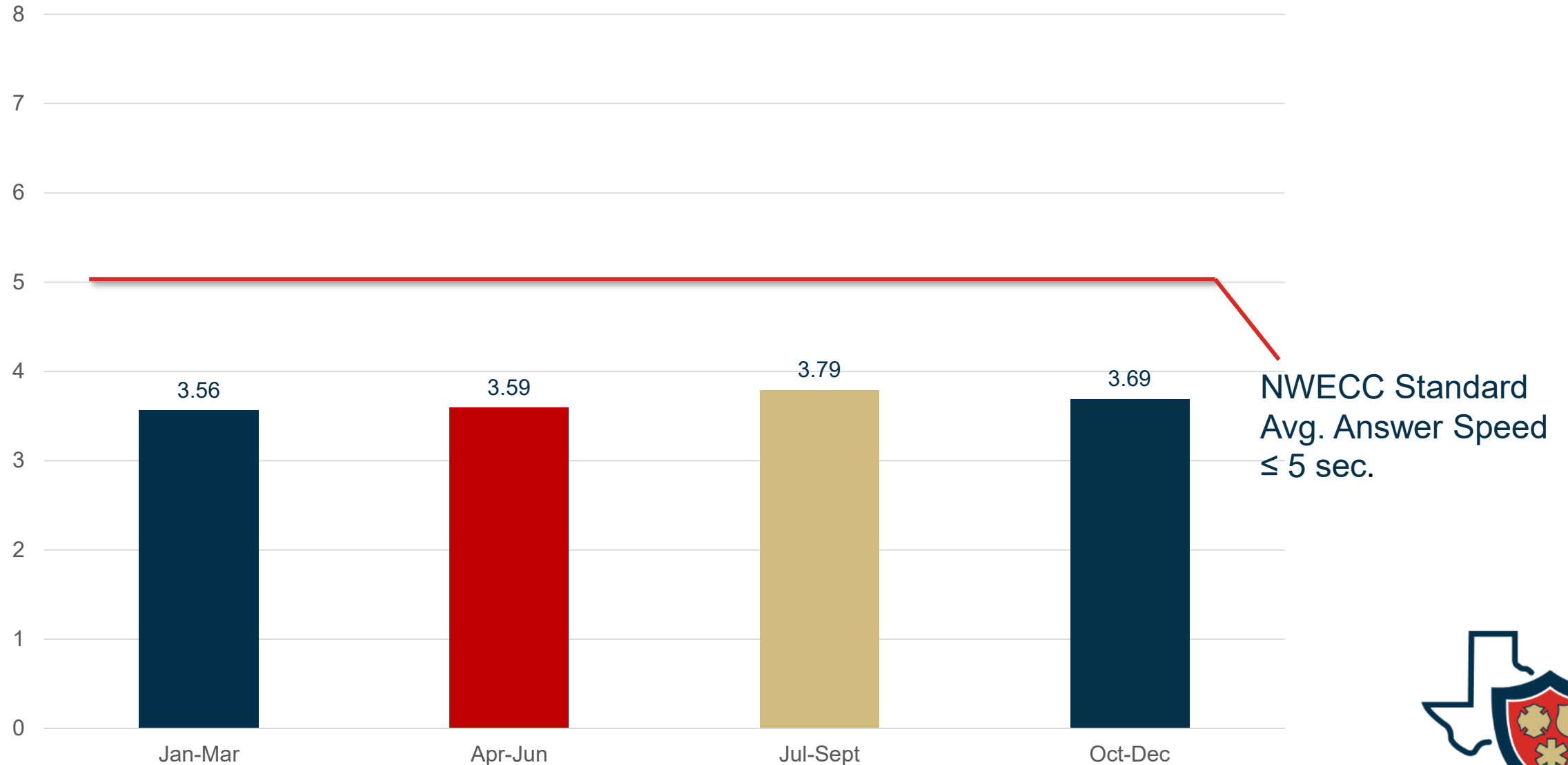
KPA: Emergency Call Answering

- **KPI** – NENA Standard = 90% of emergency calls shall be answered within 15 seconds
- **KPI** – NENA Standard = 95% of emergency calls should be answered within 20 seconds
- **KPI** – NWECC Standard = Average answer speed ≤ 5 seconds

KPA: Emergency Call Answering



KPA: Emergency Speed of Answer



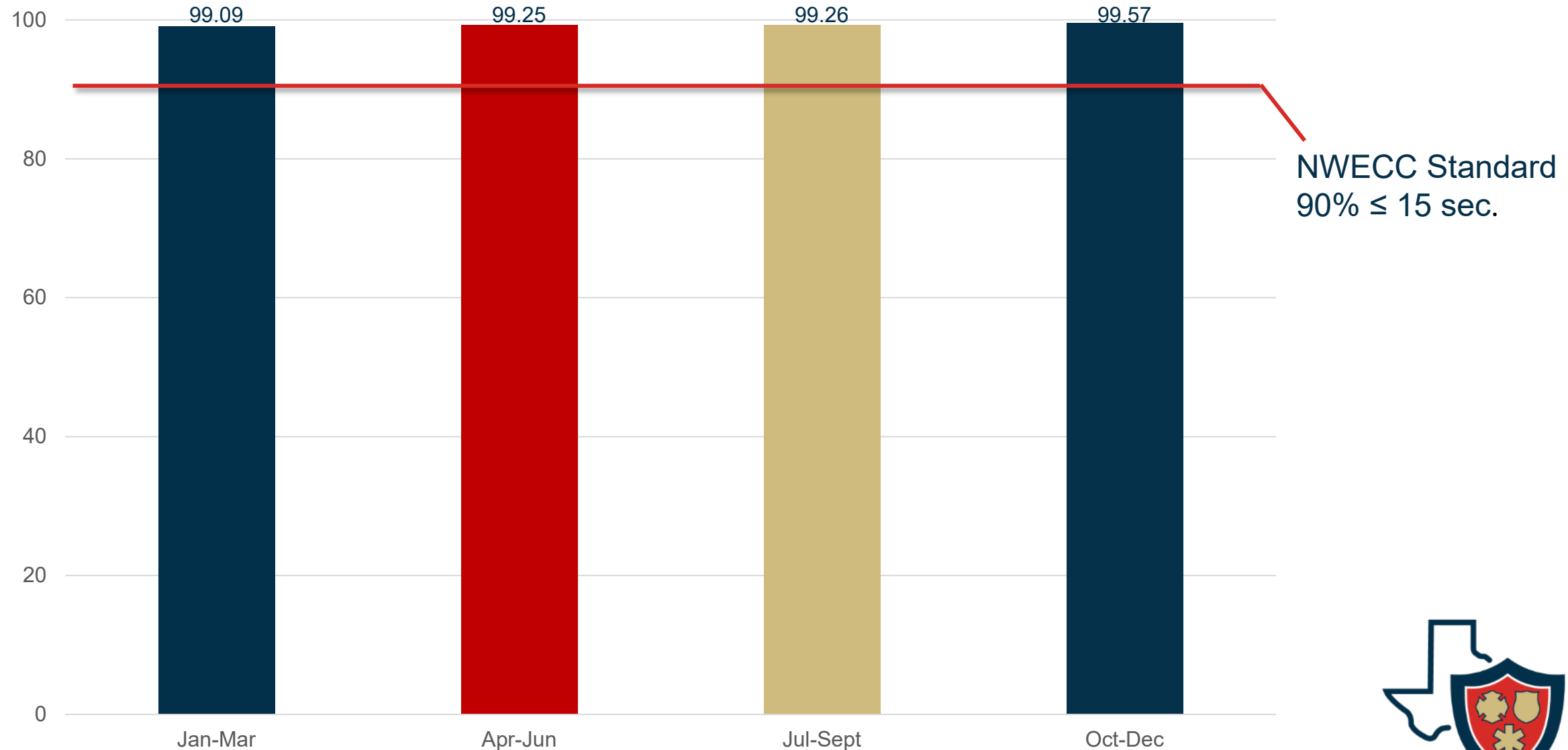
ADMINISTRATIVE CALL ANSWERING & SPEED OF ANSWER



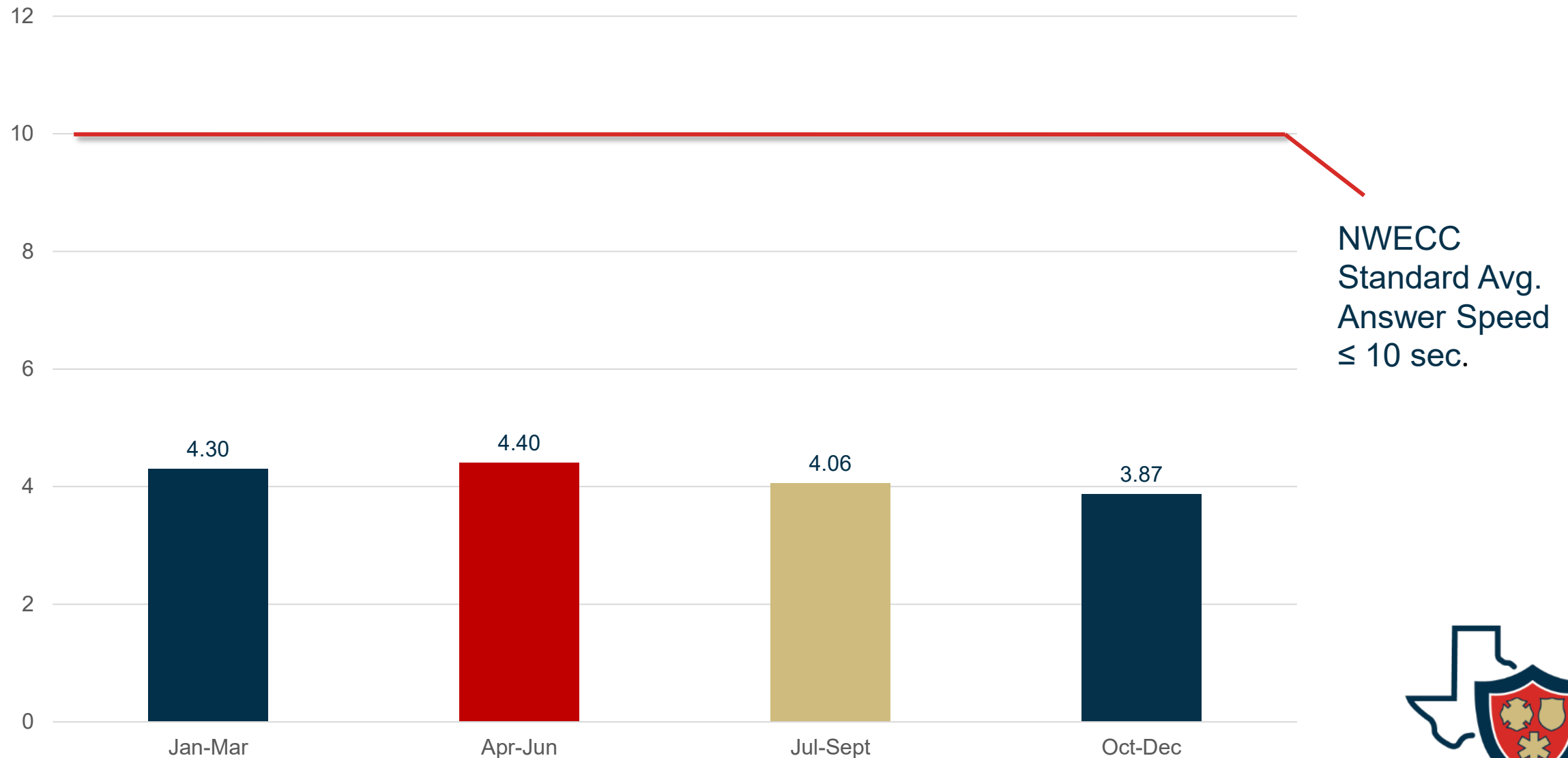
KPA: Administrative Call Answering

- **KPI** – NWECC Standard = 90% of calls should be answered in 15 seconds or less.
- **KPI** – Average answer speed \leq 10 seconds

KPA: Administrative Call Answering



KPA: Administrative Speed of Answer



CUSTOMER SATISFACTION

Ensuring superior service delivery.

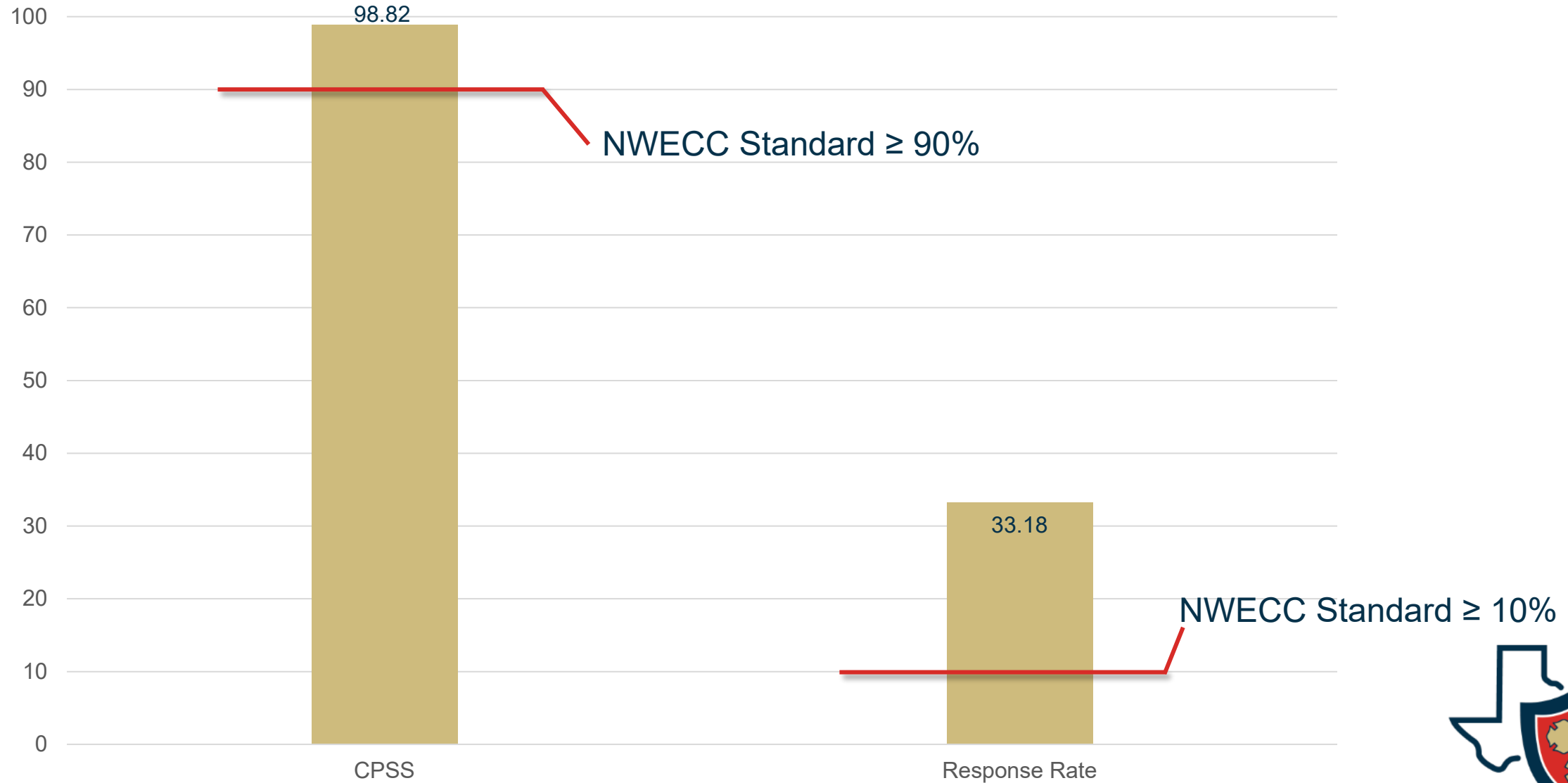


KPA: Customer Satisfaction

- **KPI** – Citizen Positive Satisfaction Survey (CPSS) results for ECC operators and supervisors $\geq 90\%$
- **KPI** – Survey response rate for call-taker surveys $\geq 10\%$
- NWECC Customer Satisfaction Surveys are conducted automatically using PowerEngage – a subsidiary of NeoGov.
 - **Surveys include qualitative and quantitative data gathering.**



KPA: Customer Satisfaction



QUALITY ASSURANCE

A comprehensive look at procedural compliance.



KPA: Quality Assurance

- **KPI** – Call taking: minimum of one (1) self-review and one (1) supervisor review per month.
 - **33 Individual KPIs per review**
- **KPI** – Dispatching: minimum of one (1) self-review and one (1) supervisor review per month
 - **30 Individual KPIs per review**

High Compliance (100-97)	Compliant (96-87)	Partial Compliance (86-77)
Low Compliance (76-65)	Non-Compliant (≤ 64)	Derelict Incident

KPA: Quality Assurance

2024:

Call Taker Evaluations (7,920 total KPIs)	Dispatching (Radio) Evaluations (7,200 total KPIs)
Average Score: 96.22% High Score: 100% Low Score: 65%	Average Score: 96.43% High Score: 100% Low Score: 84%

THE FUTURE: AI's role in QA



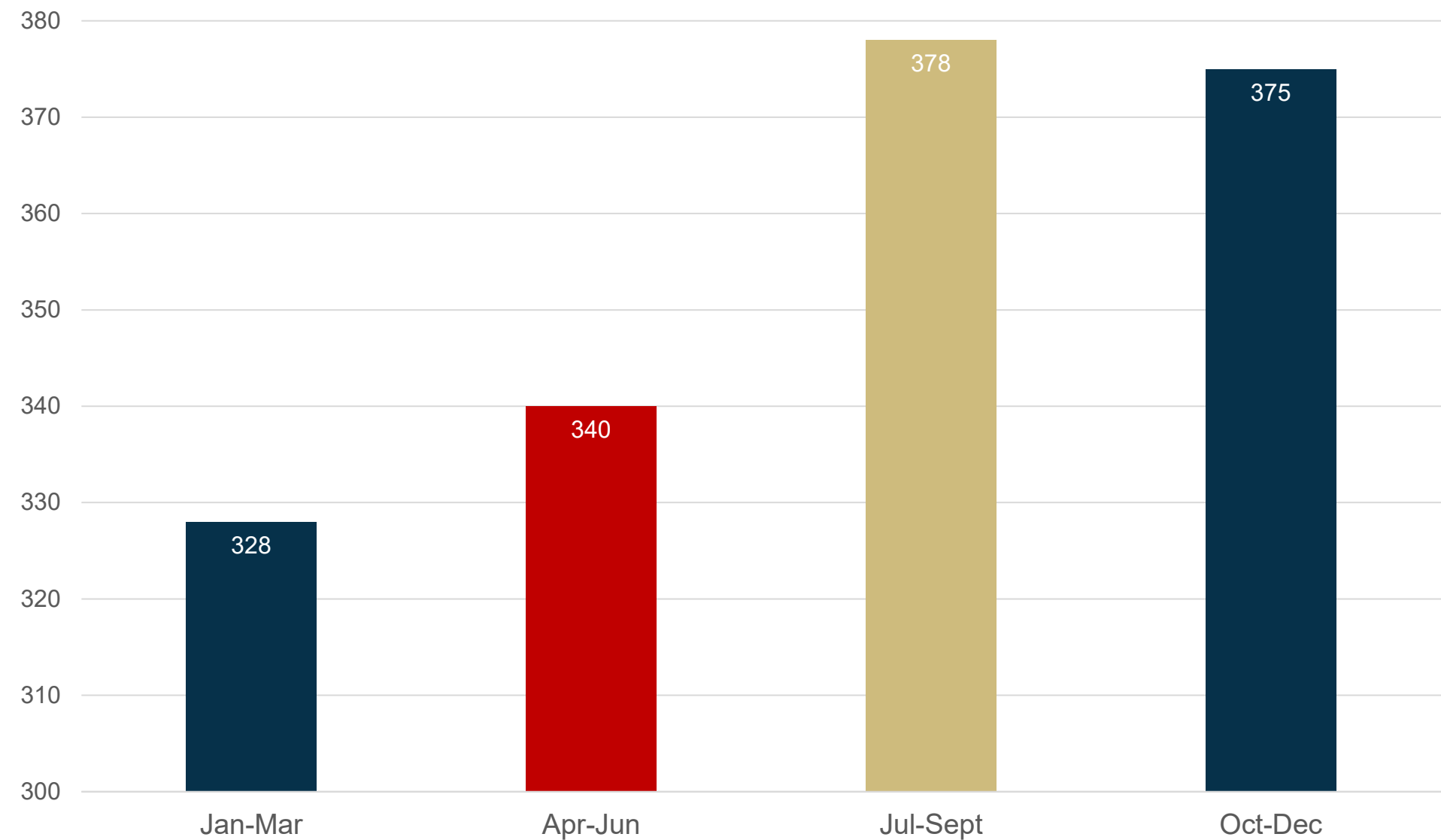
GovWorx

- **The Challenge:** Volume, training gaps, inconsistency, retention
- **The Solution:** Artificial Intelligence
- **The Benefit:**
 - *AI Powered Evaluations - Automated QA & skill assessments for dispatchers & call takers*
 - *Supports all Staff - Tailored for both trainees and experienced team members*
 - *Drives Improvement - Boosts coaching, feedback and continuous performance growth.*

OVERALL CALL VOLUME



Avg. Calls Per Hour (8a-8p) by Quarter





When Moments Matter



City Council Memorandum

D. Discussion Regarding Carport Specific Use Permitting -- Doug Spears, Fire Chief

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Proclamations-Presentations Item: 3D.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Prior to October of 2022 and by zoning ordinance residential carports were only allowed in specifically defined geographic areas designated as the carport overlay district. In October 2002 the applicable zoning ordinance was amended to allow residential carports in all areas of the city through approval of a specific use permit or SUP, unless otherwise prohibited by HOA covenants. The SUP requirement is used as a process for the City, through action and purview of the Planning and Zoning Commission and ultimately City Council, to ensure erected carports are compatible in design and materials to the primary residential structure to avoid detracting from the characteristics of a neighborhood or neighboring properties.

While construction methods and materials can be readily defined, design can be more subjective which is likely why the SUP requirement for carports was adopted. Since the ordinance change there have been 3-4 carports that have been approved through the SUP process that would have otherwise been prohibited.

This item has been placed on the City Council agenda for discussion by council member request. Staff is seeking City Council consensus on direction to either maintain the carport SUP requirement or amend the ordinance to eliminate the SUP requirement.

Staff has drafted recommended carport ordinance revisions for consideration should the direction be to remove the SUP requirement.

REMOVE FROM THE CURRENT ORDINANCE:

- Construction must be compatible in both design and materials with the primary structure and shall meet the requirements of the city building code as adopted by the city. However, the city council may modify construction design and material requirements when reviewing a specific use permit application and may impose different conditions for construction design and materials in approving any specific use permit.

ADD TO THE CURRENT ORDINANCE:

- Carports shall meet the applicable requirements of the building code and other applicable codes as adopted by the city and require permitting prior to construction.
- Approved Materials
 1. Wood Framing and decking meeting the current adopted codes.
 2. Metal C-Purlin & Receiver Minimum 14 gauge.
 3. 0'- 12' in length= 6" C-Purlin, 0' – 20' in length = 8" C-Purlin.

4. Minimum 14-gauge 4x4 steel post.
 5. Minimum 10" round pier hole.
 6. Minimum buried depth 1/3 height of post.
 7. Minimum 26-gauge R- panel.
 8. Composition shingle allowed > 2:12 roof pitch for wood framed.
- Prohibited Materials
 1. Corrugated roofing.
 2. Fiberglass roofing.
 3. Corrugated asphalt roofing.
 4. Rolled Roofing.

All other provisions of the ordinance are recommended to remain as currently adopted. A copy of the existing ordinance is attached.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff remains neutral. Any revision to the ordinance would first have to go to the Planning and Zoning Commission.

Attachments

[Ordinance 2022-08 Amending Carport Regulations.pdf](#)

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING APPENDIX A - ZONING OF THE SAGINAW CITY CODE, TO AMEND REGULATIONS GOVERNING THE PLACEMENT OF CARPORTS WITHIN THE CITY; PROVIDING A DEFINITION OF CARPORT; PROVIDING FOR STANDARDS GOVERNING INSTALLATION AND DESIGN; PROVIDING FOR ADDITIONAL REGULATIONS GOVERNING CARPORTS LOCATED WITHIN LI AND HI ZONING DISTRICTS; REPEALING THE CARPORT OVERLAY DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has a substantial interest in protecting the health, safety, welfare, convenience and enjoyment of the general public and has adopted zoning regulations to further this interest; and

WHEREAS, the City Council has previously adopted regulations governing the location, installation and design of carports within the City; and

WHEREAS, the City Council now deems it in the best interest of the public health, safety, morals and general welfare of the City to amend said regulations; and

WHEREAS, public hearings were held in accordance with the requirements of the Local Government Code after proper notice of these hearings was given in accordance with said Code.

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

SECTION 1.

Section 5-1. "Permitted use table" of Article 5 "Permitted Uses" of Appendix A-Zoning of the Saginaw City Code is hereby amended by amending the Accessory Use "Carport, Residential," to read as follows:

ACCESSORY USES											Land Use Designation	Nonresidential						Supplemental Conditions
A G	S F 1	S F 2	S F 3	S F 4	S F A	D X	Z L	M H	M F 1	M F 2		O P	N C	C C	C F	L I	H I	
S	S	S	S	S	S	S	S	S	P	P	Carport, Residential				P	P	P	21

SECTION 2.

Section 5-2. "Special conditions for listed uses." of Article 5 "Permitted Uses" of Appendix A "Zoning" of the Saginaw City Code is hereby amended, by amending Special Condition "21" to read as follows:

"21. Must comply with regulations provided in Section 8-6.D., Carport."

SECTION 3.

Section 12-2. "Definitions" of Article 12 "Definitions" of Appendix A "Zoning" of the Saginaw City Code is hereby amended by adding a definition for carports, inserted alphabetically to read as follows:

"Carport. A structure which is allowed between the property line and the required front build line, is unenclosed by any coverings on at least three sides, and is an integral portion of the primary structure, constructed for the purpose of providing covering for the off-street parking of private vehicles."

SECTION 4.

Section 8-6. "Miscellaneous requirements." of Article 8 "Supplemental District Regulations" of Appendix A "Zoning" of the Saginaw City Code is hereby amended by adding subsection D. to read as follows:

"D. *Carports.* All carports constructed prior to the repeal of the carport overlay district, and which comply with other applicable provisions of the city code, are considered lawfully existing uses. All carports constructed on or after the effective date of this Ordinance shall comply with the regulations set forth in this subsection, other regulations contained in appendix A of this Code, and other applicable provisions of the city code.

1. Installation and design. The installation and design of carports shall meet the

following standards:

- a. No more than one carport shall be permitted per residential lot, unless otherwise approved by city council.
 - b. No carport may exceed more than 600 square feet in roofed area.
 - c. No carport may exceed more than ten feet in clear opening height for any open sided area.
 - d. Carports shall maintain the required side yard setback from the property lines according to the applicable zoning district or approved development agreement.
 - e. The front setback for carports shall be a minimum of ten feet from the back of the curb, but in no case shall any portion of the carport project beyond the property line.
 - f. Construction must be compatible in both design and materials with the primary structure and shall meet the requirements of the city building code as adopted by the city. However, the city council may modify construction design and material requirements when reviewing a specific use permit application and may impose different conditions for construction design and materials in approving any specific use permit.
2. Carports within property zoned LI or HI. All carports located within property zoned LI or HI shall be subject to the additional following regulations:
- a. No carports may be constructed over the building line on property abutting any one of the following roadways: Saginaw Boulevard (Business 287/81), Blue Mound Road (FM 156), McLeroy Boulevard, and Bailey Boswell Road.
 - b. The maximum depth of a carport shall be 20 feet.
 - c. The maximum width of carport shall not exceed maximum width of the primary building on the property.
 - d. No carport shall extend or overhang into any public right-of-way or easement.
 - e. All carports shall be engineered by a professional engineer who is licensed by the State of Texas.
 - f. No wood construction, corrugated barn tin, corrugated fiberglass or similar construction is permitted.

- g. Shade structures are permitted, provided they are designed in accordance with subsections e and f, above.
 - h. Any application permit for a carport under this section must also be approved by the city's fire department.
3. Fees. All permits and fees relating to development shall be subject to the requirements as established by the city."

SECTION 3.

Section 7-2. "Carport overlay district" of Article 7 "Special Districts" of Appendix A-"Zoning" of the Saginaw City Code, is hereby deleted in its entirety.

SECTION 4.

This ordinance shall be cumulative of all other ordinances of the City of Saginaw and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 5.

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

SECTION 6.

All rights or remedies of the City of Saginaw, Texas, are expressly saved as to any and all violations of the Saginaw City Code or any amendments thereto regarding carports or the industrial carport overlay district that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2000.00) for each violation of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

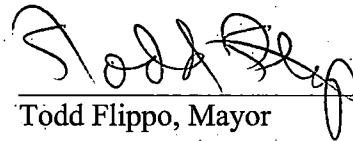
SECTION 8.

The City Secretary of the City of Saginaw is hereby directed to publish at least twice in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

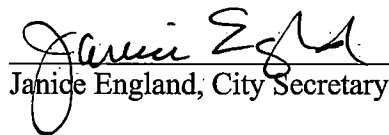
SECTION 9.

This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED ON this the 18th day of October, 2022.


Todd Flippo, Mayor

ATTEST:


Janice England, City Secretary



APPROVED AS TO FORM AND LEGALITY:


Bryn Meredith, City Attorney



City Council Memorandum

E. Economic & Community Engagement Department Update -- Pedro Zambrano, Director Economic & Community Engagement

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Proclamations-Presentations Item: 3E.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Director of the Economic & Community Engagement Department will give an update.



City Council Memorandum

A. Consideration and Action Regarding Enterprise Resource Planning System (ERP)--Kim Quin, Finance Director

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Business Item: 4A.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The City of Saginaw has used financial software from STW, Inc for thirty-four years. STW was acquired by OpenGov in 2019. Open Gov has notified the City that it is going to discontinue supporting the version of the software currently being used by the City, making it necessary to either upgrade to OpenGov or change software providers.

A selection committee comprised of the Finance Director, the Director of Human Resources, the IT Director, the Finance Manager, and the Utility Billing Supervisor evaluated proposals from four different software vendors. The committee evaluated the software programs for general ledger, accounts payable, cash receipts, payroll, human resources, fixed asset, and utility billing functions. Consideration was given to functionality, ease of use, system integration, conversion and implementation , workflow enhancements, and cost of conversion and annual license fees. The committee unanimously recommends Oracle NetSuite.

Oracle NetSuite is on the State of Texas DIR cooperative purchasing platform which the City may use and receive discounted pricing.

FINANCIAL IMPACT:

The conversion costs are estimated to be \$327,558 and annual costs are estimated to be \$72,324. The contract is for 3 years with the option to renew for three additional years for \$79,800 per year. Conversion costs of \$204,000 were budgeted in the General Fund. A year end budget adjustment to the Enterprise Fund will appropriate the remaining \$123,558 cost of conversion and \$18,081 quarterly license fee . The conversion process is estimated take between nine and sixteen months.

RECOMMENDATION:

Staff recommends approval of the contract with Oracle Netsuite to provide conversion and annual licensing of the ERP system.

Attachments

[US-OD-18773538-Saginaw-v1.pdf](#)

[City of Saginaw - 18723186 - CPQ-3848976 - TX DIR LGGIU OD - v2 - Final.pdf](#)

This Order Form is issued pursuant to the Contract for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle") (DIR Contract No. DIR-CPO-5439; Oracle Contract No. US-GMA-80517373)(the "Contract"). In the event of a conflict between this Order Form and the Contract, the Contract shall control to the extent provided in Section 1.3, Order of Precedence, of the Contract.

The documents contained in the hyperlinks in the Schedules identified in the Contract were provided to DIR as of January 29, 2025. DIR has not approved the information in the linked terms and makes no representations about the suitability of these terms for Customer transactions. Because the terms are provided via hyperlink, they are subject to change without notice. Customers are responsible for reading and understanding the Contract and all related terms, including all Schedules and linked terms.



**ORACLE ORDERING DOCUMENT (FOR MANAGED
SERVICES, TECHNICAL SERVICES,
TECHNICAL CLOUD SERVICES,
AND/OR ADVANCED CUSTOMER SUPPORT SERVICES)**

Ordering Document Number: US-18773538

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Customer Name: City of Saginaw, Texas Customer Address: 333 West McLeroy Boulevard Saginaw, TX 76179
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Oracle Representative:	Thomas Hackett	Customer Billing Contact:	Kimberly Quin
Address:	2300 Oracle Way Austin, TX 78741	Address:	333 West McLeroy Boulevard Saginaw, TX 76179
Phone Number:	518-448-8174	Phone Number:	817-230-0332
Email Address:	thomas.h.hackett@oracle.com	Email Address:	kquin@saginawtx.org

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Technical Cloud Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$297,758.00	\$29,800.00	\$327,558.00
Total Fees and Estimated Expenses				\$327,558.00

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the terms of the Contract for Products, Services and Related Services between the State of Texas, acting by and through the Department of Information

Resources (“DIR”) and Oracle America, Inc. dated April 4, 2025 (DIR Contract No. DIR-CPO-5439; Oracle Contract No. US-GMA-80517373), and all amendments and addenda thereto (the “Contract” or “Agreement”). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies (“Policies”) available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order. Oracle may update these Policies and the documents referenced therein; however, Oracle updates will not result in a material reduction in the level of performance, functionality, security, or availability of the Services, or in a material increase in the level of Your cooperation, for the duration of Your order.
3. **Payment Terms:** All fees are due in accordance with Appendix A, Section 8.3 of the Agreement. If You are not subject to Chapter 2251, Texas Government Code, payment terms are net 30 days from invoice date.
4. **Currency:** US Dollars.
5. **Offer Valid through:** 30-MAY-2025.
6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; and (c) the Policies.
8. **Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order (“services and deliverables”) for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.
9. **Terminology:** The term “Professional Services” as used herein or in any applicable Services Specifications shall mean the Managed Services, ACS Services, Technical Services or Technical Cloud Services ordered pursuant to this order.
10. **Termination for Convenience:** You may terminate any Program-Related Service Offerings or Hardware-Related Service Offerings included in this order for convenience on the terms and subject to the conditions of Section 11.2.3 of Appendix A of the Agreement. You must pay all amounts that have accrued for services received prior to the effective date of such termination.
11. **Data Location:** By placing this order, You are electing for purposes of Appendix A, Section 4.9 of the Contract that any of Your data to which Oracle is provided access in performance of the Services be handled as follows: Oracle may access, process, view, transmit and receive Your data globally subject to the restrictions contained in the exhibit(s) attached to this order and the Policies.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee’s arrival on-site.

City of Saginaw, Texas	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	<i>{to be completed by Oracle}</i>

Your Name: City of Saginaw, Texas
Ordering Document Number: US-18773538
Exhibit Number: 1

1. Description of Services.

Oracle will provide You with up to two hundred eighty-seven (287) person days of technical and functional assistance with the cloud enablement of Oracle NetSuite for Government Cloud Service ("NetSuite for Government") (the "Services"). Oracle will assist You in the following phases:

A. Phase 1 – Finance:

Oracle will assist You with enablement of the following functionality within the Finance module:

Finance Functional Areas	
Projects	Accounts Receivable
Grants	Fixed Assets
Journals	Bank Reconciliation
Budget (expense and revenue)	Bill Capture
Purchasing and Accounts Payable	P-Cards
Purchase Orders	

1. Focus Phase:

- a. Conduct one (1) project kick-off workshop for up to two (2) person days for Your project team to review the project governance processes and complete strategy sessions including:
 1. Scope management process;
 2. Risk management process;
 3. Issue management process;
 4. Communications management process;
 5. Configuration management process;
 6. Quality management process;
 7. Review the welcome packet;
 8. Data conversion strategy session;
 9. Integration strategy session; and
 10. Workflow strategy session.
- b. Create and provide an initial project work plan, which will include the following:
 1. Tasks, estimated start and end dates, and estimated durations;
 2. Assigned resources from You and Oracle; and
 3. Known dependencies.

2. Refine Phase:

- a. Conduct up to eight (8) workshops of up to two (2) hours each for Your project team to review functional business processes and data migration for the following:
 1. Chart of accounts ("CoA") setup and fund management;
 2. Entity setup;
 3. General ledger and budgeting;
 4. P-cards;
 5. Fixed assets; and
 6. Follow-up sessions.
- b. Conduct up to three (3) workshops of up to two (2) hours each for Your project team to review:
 1. Procurement functional business process and data migration;
 2. Accounts receivable functional business process and data migration; and
 3. Procurement follow-up session.
- c. Conduct up to two (2) workshops of up to two (2) hours each for Your project team to review functional business processes for the following:

1. Bank reconciliation; and
2. Integrations.
- d. Document the findings from each workshop in an engagement report.
- e. Configure NetSuite for Government hosted environment based upon the engagement reports.
- f. Assist with the loading of Your finalized datasets for Finance as follows:

Finance Functional Area	Finalized datasets to be loaded
Journals	Up to three (3)
Budget	Up to one (1)
Purchasing and Accounts Payable	Up to one (1)
Purchase Orders	Open/active Purchase Orders, only
Accounts Receivable	Up to one (1)
Fixed Assets	Up to one (1)

- g. Provide up to twenty (20) total person days of guidance on configuring integrations to the following third-party applications:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface ("API") / Flat file)
iWorQ	Receivables	One-way import	Automated	Flat file
Uniform Disbursement Schedule ("UDS")	Receivables	One-way import	Automated	Flat file
Pace	Credit card	One-way import	Automated	Flat file
Jaguar (check scanning)	Receivables	One-way import	Automated	Flat file

- h. Configure up to one (1) of each of the following form templates to include Your information (logo, legal name, address, bill-to address, ship-to address, bank information, etc.):
 1. Invoice;
 2. Purchase order; and
 3. Accounts payable check.

3. Enable Phase:

- a. Conduct up to fourteen (14) functional training sessions of up to two (2) hours each for Your project team on the NetSuite for Government Finance module.
- b. Create a testing plan with You.
- c. Provide up to four (4) person days over the course of six (6) weeks to assist with Finance user acceptance testing ("UAT").

4. Live-Operate Phase:

- a. Conduct one (1) "Final Data Migration Workshop" for up to two (2) hours to complete final Finance data cutover.
- b. Provide up to twelve (12) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for Finance.
- c. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the Finance module.

B. Phase 2 – Human Resources ("HR")/Payroll:

Oracle will assist You with enablement of the following functionality within the HR/Payroll module:

HR/Payroll Functional Areas
Human Resources & Personnel Management
Time & Attendance
Payroll
Employee Self Service

1. Focus Phase:
 - a. Conduct one (1) business process review session for up to three (3) person days for Your project team to review the following:
 1. Current human resources processes;
 2. Current payroll process;
 3. Changes to process updates; and
 4. Data conversion plan.

2. Refine Phase:
 - a. Conduct up to four (4) "HR/Payroll Data Migration Workshops" for up to two (2) hours each for Your project team to review the following processes for the NetSuite for Government:
 1. System configuration and configuration of HR and payroll table data;
 2. Load employee data;
 3. Data review and clean up; and
 4. Load and test data changes.
 - b. Document the findings from each HR/Payroll Data Migration Workshop in an HR/Payroll Data Migration Engagement Report.
 - c. Assist with the loading of Your finalized datasets for HR/Payroll as follows:

Functional Area	Finalized datasets to be loaded
Employees	Up to three (3)
Payroll	Up to three (3)

- d. Conduct up to three (3) "HR/Payroll Configuration Workshops" for up to two (2) hours each for Your project team to review the following processes:
 1. Timecards;
 2. Payroll calculations; and
 3. Payroll configuration.
 - e. Document the findings from each HR/Payroll Data Configuration Workshop in a HR/Payroll Configuration Engagement Report.
 - f. Configure NetSuite for Government hosted environment based upon the HR/Payroll Configuration Engagement Reports.

3. Enable Phase:
 - a. Conduct up to six (6) functional training sessions of up to two (2) hours each for Your project team on the NetSuite for Government HR/Payroll module.
 - b. Provide up to twelve (12) person days to assist with up to three (3) HR/Payroll parallel tests.

4. Live-Operate Phase:
 - a. Provide up to ten (10) person days of consulting post go-live support to be used within the first two (2) pay periods, or thirty (30) calendar days immediately following production go-live for HR/Payroll, whichever comes first.
 - b. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the HR/Payroll module.

C. Phase 3 – Utility Billing ("UB"):

1. Focus Phase:
 - a. Conduct one (1) business process review session for up to three (3) person days for Your project team to review the following:
 1. Current utility billing processes;
 2. Changes to process updates;
 3. Data conversion plan; and
 4. Integration plan.

2. Refine Phase:

- a. Conduct up to four (4) “UB data migration workshops” for up to two (2) hours each for Your project team to review the following processes:
 1. System configuration, and configuration of UB table data;
 2. Load customer and account data;
 3. Data review and clean up; and
 4. Load and test data changes.
- b. Document the findings from each UB data migration workshop in a UB Data Migration Engagement Report.
- c. Assist with the loading of Your finalized datasets for UB as follows:

Functional Area	Finalized datasets to be loaded
Customer to meter account data, billing, meter reads, payments, and adjustment data.	Up to one (1)

- d. Conduct up to four (4) “UB configuration workshops” for up to two (2) hours each for Your project team to review the following processes:
 1. Customer profiles and accounts;
 2. Meter data management and service order management;
 3. Billing calculations, and credit and collections; and
 4. Analytics workflows, reporting, and integration.
- e. Document the findings from each UB data configuration workshop in a UB Configuration Engagement Report.
- f. Configure NetSuite for Government hosted environment based upon the UB Configuration Engagement Reports.
- g. Provide up to five (5) total person days of guidance on configuring integrations to the following:
 1. Up to two (2) flat file integrations, as mutually agreed; and
 2. Up to one (1) integration with a payment gateway through iFrame or browser redirect, as mutually agreed.

4. Enable Phase:

- a. Conduct up to four (4) functional training session(s) of up to two (2) hours each for Your project team on the NetSuite for Government UB module.
- b. Provide up to twelve (12) person days to assist with up to one (1) UB parallel test.

5. Live-Operate Phase:

- a. Provide up to seven (7) person days of consulting post go-live support to be used within the first one (1) billing cycle, or forty-five (45) calendar days immediately following production go-live for UB, whichever comes first.
- b. Facilitate the transition from Your implementation team to the NetSuite for Government support team.

2. Rates, Estimated Fees and Expenses, and Taxes.

- A. The Services are performed on a time and materials (“T&M”) basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.
- B. Rates. For a period of eighteen (18) months from the ordering document effective date, the Services will be provided at the rate of \$133.82 per hour. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided in accordance with Appendix C, Pricing Index of DIR-CPO-5439.
- C. Estimated Fees and Expenses. As of the ordering document effective date and ending eighteen (18) months thereafter (the “expiration date”), You are entitled to receive up to a total of nine (9) person days of the Services at no charge, to be performed by a Managing Consultant level Oracle resource. A person day is defined as one (1) person working for up to eight (8) hours.

All fees and expenses will be invoiced monthly. The fee estimate for labor under this exhibit is \$297,758.00; the estimate for expenses is an additional \$29,800.00. These and any other estimates are intended only to be for Your budgeting and Oracle’s resource scheduling purposes; these estimates do not include taxes. Oracle will invoice You for actual time spent performing the Services (excluding the Services provided at no charge), plus materials,

taxes, and expenses; such invoice may exceed the total estimated amount set forth above. Once the fees for the Services reach the estimate, Oracle will continue to provide the Services on a T&M basis, provided that You pay for the Services at the rates identified above. Any portion of the no charge person days of the Services that are not used prior to the expiration date will be automatically forfeited by You on such date, and You shall not be entitled to any refund or additional credit for any unused portion of the no charge person days of the Services.

3. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.
4. Your Cooperation.
 - A. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite hosted environment. Responsibilities include but are not limited to:
 1. Provide user feedback during configuration and validation.
 2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
 3. Provide on-going support to internal users following the implementation.
 - B. Enable administrator access to allow provisioning of Your NetSuite for Government hosted environment prior to the commencement of Services.
 - C. Modify Your processes as necessary to align with the standard functionality of NetSuite for Government.
 - D. Ensure that Your technical and functional resources have the necessary internal process knowledge and are empowered to make decisions.
 - E. Ensure that Your team members are dedicated to completing their tasks related to these Services.
 - F. Complete and return the questionnaire in the NetSuite for Government Welcome Packet to Your Oracle project manager prior to the project kick-off workshop.
 - G. Be responsible for choosing Your desired form templates from the samples provided to You during the project kick-off workshop.
 - H. Be responsible for providing positive pay sample file from Your banking institution.
 - I. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
 - J. You will accept Oracle NetSuite release upgrades.
 - K. You will not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
 - L. You are responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.
 - M. Ensure that Your designated Learning Cloud Support passholder training attendee(s) are completing any implementation training courses assigned to them by the Oracle team in the timeline specified as mutually agreed by You and received from the Oracle at the start of the implementation.
 - N. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
 - O. Manage the post-production maintenance and support of Your NetSuite for Government hosted environment.
 - P. Workshop-related cooperation:
 1. For each workshop make Your existing procedure and business process documentation available to Oracle at least one (1) week prior to the workshop.
 2. Make Your key decision owners available to attend the workshops.
 3. Respond to Oracle requests/queries within two (2) business days.
 - Q. Integration-related cooperation:
 1. For each third-party listed in Section 1.A.2.g and Section 1.C.2.g, You must provide integration specifications, third-party requirements, and have a live operating environment in place in order for the implementation team to perform the Services in these sections.
 2. You will be live in production on all of Your third-party applications to be integrated with NetSuite for Government at least six (6) months prior to the planned go-live date of this implementation.
 3. Implement and maintain the production and consumption of the file-based interfaces with Your existing systems.
 - R. Migration-related cooperation:

1. Be responsible for extracting the data from Your legacy system(s), providing it in the format specified by Oracle, and providing the Oracle team with all necessary context related to establishing the data migration process.
 2. Audit Your data for data migration, including historical years up through the current fiscal year.
 3. Financial data to be migrated must include the following:
 - a. Balances of fully qualified accounts (e.g., Fund-Dept-Obj, and other segments);
 - b. All general ledger impacting transactions (trial balance details), summed and compared by each fully qualified account to the provided balances; no transactions are omitted.
 - c. Transaction details such as purchase orders, bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
 4. Human resources and payroll data to be migrated must include the following:
 - a. Employees includes demographics, benefits, position, contribution/deduction assignments.
 - b. All regular active and termed employees for the calendar year(s) in Section 1.B.2.c.
 - c. Current year taxes, direct deposits, and leave plans for active employees.
 - d. Payroll check history data consists of employee pay for purposes of reporting (i.e., 941, W2's, and monthly state reporting).
 5. UB data to be migrated must include the following:
 - a. Balances of utility billing customer accounts, as well as debits and credits against each billable service account and the underlying financial transactions that impact the account balance;
 - b. Account details such as customer names, service and contact addresses, customer identifiers;
 - c. Meter and device identifiers;
 - d. Meter readings and billing calculations;
 - e. Transaction details such as payments, tender information, and adjustments; and
 - f. Transaction details such as bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
 6. Validate the final list data and transactional data within two (2) weeks from data upload.
5. Project Assumptions.
- A. A person day is defined as one (1) resource working up to eight (8) hours.
 - B. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
 - C. Hosted environment is defined as the combination of systems and supporting resources to which Oracle grants You access as part of the services ordered by You, that are (i) configured for the Oracle Programs operating on it and for specific uses as part of the services, and (ii) used by Oracle to perform the Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document and services policies.
 - D. The implementation methodology for the Services is the Oracle True Cloud Method ("TCM").
 - E. The NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation with localization as required.
 - F. This estimate assumes configuration for up to one (1) legal entity, and up to one (1) legacy third-party software provider per module.
 - G. Workflows are limited to up to three (3) tiers of approval; models include:
 1. Journals;
 2. Budget adjustments;
 3. Accounts payable;
 4. Purchase orders; and
 5. Accounts receivable.
 - H. Integration-related assumptions:
 1. If the effort to implement the third-party integrations identified by You exceeds the estimates in Section 1.A.2.g, and/or Section 1.C.2.g, such adjustments shall be subject to the change control process.
 2. Except to the extent expressly stated in the Description of Services section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or

other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the Description of Services section of this document.

I. Migration-related assumptions:

1. Data migration is limited to the assistance described in Section 1.A.2.f, Section 1.B.2.c., and Section 1.C.2.c.
2. Data provided by Your organization will be validated by the Oracle Local Government implementation team before being loaded into NetSuite for Government. However, any discrepancies or inconsistencies will be returned to You for correction or clarification, up to three (3) revisions. It is recommended that data validation occur prior to submission of the finalized dataset for loading.
3. Changes to HR and Payroll configuration or finalized datasets for HR and Payroll may only be made prior to the first payroll parallel test.
4. The amount of time required to import legacy transactions and associated detail is determined by Your ability to provide reconciled data in the format requested. Delays may impact key implementation dates, including go-live.
5. A finalized dataset for finance is defined as up to one (1) year's worth of historical data containing all the information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the debits and credits against each accounting segment that impacts the general ledger. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each fiscal year. All transaction detail records (e.g., vendor bills, checks, accounts receivable invoices, cash receipts) must include an associating reference to the general ledger impacting transaction as well its relationship with other detail transactions such as bills-to-purchase orders or checks-to-bills. Subledger transactions details (i.e., subledger project transaction details) should be free of conflicts from their associated general ledger impact transaction.
6. A finalized dataset for HR is defined as up to one (1) year's worth of employee data containing all employee assignments and table records for the assignments. This will include positions, deductions, benefits, taxes, and demographic information per each individual employee to be migrated over. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. All employee data should be verified by Your project team as accurate and associated with the appropriate table definitions for each of the respective areas (position details, benefit tables, etc.).
7. A finalized dataset for UB is defined as up to thirteen (13) months' worth of historical data containing the required information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the customer names, service and contact addresses, account details, meter and device identifiers, as well as debits and credits against each billable service account and the underlying financial transactions that impact the account balance. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each of the thirteen (13) fiscal months. All transaction detail records (e.g., bill IDs, payment transaction IDs, checks numbers, adjustment IDs) must include an associating reference to the account and applicable bill ID.

J. The following are not included in the scope of, or fees for, Services under this exhibit:

1. Performance testing, tuning, or any management of performance.
2. Testing beyond the activities described in this exhibit.
3. Customizations to NetSuite for Government.
4. Oracle Cloud subscription services.
5. Languages other than U.S. English.
6. Integrations or data conversions beyond what is explicitly described in this exhibit.
7. Form configuration beyond what is explicitly described in this exhibit.
8. Custom workflow models for timecard approvals.
9. Custom payroll check forms.
10. Cloud middleware, database, operating and other hardware activities.
11. Oracle transactional business intelligence training.
12. Complex business processing or orchestration related to integrations.
13. Transformations or data mapping of elements.

14. Any kind of data cleansing/reconciliation activities.
15. Migration of budget line-item detail notes.
16. Additional workforce structures for future use, expansion, or acquisitions.
17. Extensions, customizations, or custom reports.
18. Localizations other than those made to the chart of accounts structure.
19. Post-production Services exceeding the effort explicitly described in this exhibit.
20. Anything not expressly listed in the Description of Services.

This Order Form is issued pursuant to the Contract for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle") (DIR Contract No. DIR-CPO-5439; Oracle Contract No. US-GMA-80517373)(the "Contract"). In the event of a conflict between this Order Form and the Contract, the Contract shall control to the extent provided in Section 1.3, Order of Precedence, of the Contract.

The documents contained in the hyperlinks in the Schedules identified in the Contract were provided to DIR as of January 29, 2025. DIR has not approved the information in the linked terms and makes no representations about the suitability of these terms for Customer transactions. Because the terms are provided via hyperlink, they are subject to change without notice. Customers are responsible for reading and understanding the Contract and all related terms, including all Schedules and linked terms.



ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name	City of Saginaw, Texas	Your Contact	Kimberly Quin
Your Location	333 W Mcleroy Blvd Saginaw TX 76179	Phone Number	817-230-0332
		Email Address	kquin@saginawtx.org

Services Period: 36 months

Cloud Services	Data Center Region	Quantity	Term	List Fee	Discount %	Unit Net Price	Net Fee
B110491 - Oracle NetSuite for Government Cloud Service, Utility Billing, Water and Waste (up to 10,000 customers) - Hosted Environment	NORTH AMERICA	1	36 mo	151,200.00	59.0	1,722.00	61,992.00
B95913 - Oracle NetSuite for Government Cloud Service, Basic Edition - Hosted Environment	NORTH AMERICA	1	36 mo	165,600.00	59.0	1,886.00	67,896.00
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	NORTH AMERICA	1	36 mo	21,564.00	59.0	245.59	8,841.24
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	NORTH AMERICA	33	36 mo	58,212.00	59.0	20.09	23,866.92
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	NORTH AMERICA	1	36 mo	17,964.00	59.0	204.59	7,365.24
B95922 - Oracle NetSuite for Government Cloud Service, Payroll -	NORTH AMERICA	49	36 mo	114,660.00	59.0	26.65	47,010.60

Services Period: 36 months							
Cloud Services	Data Center Region	Quantity	Term	List Fee	Discount %	Unit Net Price	Net Fee
5 Employees							
Subtotal				529,200.00			216,972.00

Fee Description	Net Fee
Cloud Services Fees	216,972.00
Net Fees	216,972.00
Total Fees	216,972.00

A. Terms of Your Order

1. Applicable Agreement:

This order incorporates by reference the terms of the Contract for Products, Services and Related Services between the State of Texas, acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. dated April 4, 2025 (DIR Contract No. DIR-CPO-5439; Oracle Contract No. US-GMA-80517373), and all amendments and addenda thereto (the "Contract" or "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Schedule:

Cloud Services are governed by Schedule C – Cloud Services (Appendix F to the Agreement).

3. Cloud Payment Terms:

All fees are due in accordance with Appendix A, Section 8.3 of the Agreement. If You are not subject to Chapter 2251, Texas Government Code, payment terms are net 30 days from invoice date.

4. Cloud Payment Frequency:

Quarterly in Arrears

5. Currency:

US Dollars.

6. Offer Valid through:

31-MAY-2025

7. Service Specifications

The Service Specifications applicable to the Cloud Services and the Technical Cloud Services ordered may be accessed at <http://www.oracle.com/contracts>. During the Services Period, the Services and Service Specifications may be updated to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

8. Terms of Use and Services Period

All products and services listed on this Ordering Document are provided by Oracle under, and subject to, the terms of this Ordering Document, including the Agreement and all Oracle documents referenced in this Ordering Document. You indicate Your agreement to the terms of this Ordering Document, including the Agreement, by signing this Ordering Document, and by signing below the signatory represents that the signatory has the authority to bind the Customer to whom this Ordering Document is addressed above to the terms of this Ordering Document and the Agreement. As applicable, Oracle processes a customer's order after receipt of the applicable Encumbering Document. Any terms and conditions on Your Encumbering Document are void and have no legal effect. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables You to activate Your Services, and the "Technical Cloud Services Start Date" is the date that Oracle begins performing such services.

9. Data Location and Data Center Region:

By placing this order, you are electing for purposes of Appendix A, Section 4.9 of the Contract that Your Content be handled as follows: Your Content will be hosted in the data center region indicated above. If the data center region above is indicated as customer-selected, You will elect Your initial data center region during sign-up or order. The data center region refers to the geographic region in which the Cloud Services environment is physically located. Oracle will not change the applicable data center region or transfer Your Cloud Services environment to a data center located outside the applicable data center region unless You authorize such a change or transfer.

For the avoidance of doubt, Your data center region election does not restrict activity taken or initiated by You or Your end users, such as remote Cloud Service access from outside the data center region or storage of data on end user devices. Oracle may access and process Your Content on a global basis to the extent necessary to perform the Cloud Services, including maintenance and Cloud Services technical support.

10. Renewal of Cloud Services:

Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this Ordering Document will not Auto-Renew.

11. Termination for Convenience and Termination Fee:

You may terminate this order for convenience upon 30 calendar days' written notice in accordance with Section 11.2.3 of Appendix A of the Agreement; however, You must pay a termination fee equal to \$18,081.00, equal to three months of anticipated fees for the terminated Cloud Services, in the event of such a termination.

B. Additional Order Terms

1. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

2. Optional Renewal Period for Cloud Services

You shall have the option to renew the same services listed in the table above section A at the same usage limits for one (1) additional 36-month renewal period ("Option Renewal Period") for the total net fee of \$239,401.48, which shall be the sum of the following annual amounts:

- Option Year 1 \$79,800.49
- Option Year 2 \$79,800.49
- Option Year 3 \$79,800.49

Professional Services are not included in the Option Renewal Period.

The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

City of Saginaw, Texas	Oracle America, Inc.
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Signature Date _____	Signature Date _____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	City of Saginaw, Texas	Customer Name	City of Saginaw, Texas
Customer Address	333 W Mcleroy Blvd Saginaw TX 76179	Customer Address	333 W Mcleroy Blvd Saginaw TX 76179
Contact Name	Kimberly Quin	Contact Name	Kimberly Quin
Contact Phone	817-230-0332	Contact Phone	817-230-0332
Contact Email	kquin@saginawtx.org	Contact Email	kquin@saginawtx.org



City Council Memorandum

B. Consideration and Action Regarding the 2025 Business Survey--Pedro Zambrano, Director of Economic & Community Engagement

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Business Item: 4B.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The City Council previously approved a three year survey contract with OnPointe Insight. The survey being presented today will be the second conducted under this agreement.

In February 2025, following the retirement of the Director of Economic Development in December 2024, the city merged the Economic Development and Communications departments to form the Department of Economic & Community Engagement. As part of this transition, a new team was established to lead the city's Economic Development initiatives.

To help create the department's strategy moving forward, Economic Development staff are seeking to establish a baseline of the City's current relationship with the Saginaw business community. We are requesting Council's approval to proceed with this Business Survey, which will provide insights into how the business community perceives City services and engagement efforts.

Survey topics will include:

- City permitting processes
- Planning and development
- Business outreach programs
- Relationship with the Chamber of Commerce
- And others

A draft of the proposed survey is attached to this agenda item for your review.

FINANCIAL IMPACT:

\$10,500 has been approved in the current budget to cover the cost of the survey and any marketing materials needed. Account: 01-7000-16-00

Attachments

[Copy of BizPOV Surveys - Saginaw 2025.pdf](#)

BizPOV-B Business Leader Survey Inputs

Saginaw, TX

March 2025

Distribution Methods: (Review how to share the survey)

Email (utility billing, Chamber of Commerce, Permitting)

Facebook

Website

Targeted Mailer (if desired)

Launch: TBD

Close: TBD



Email Initial Invite

Subject: Saginaw Businesses: We're Listening (And We Actually Mean It!)

We Know You're Busy, But This is Worth 5 Minutes!

Saginaw's businesses are the backbone of our community—providing jobs, services, and a vibrant local economy. That's why we want to hear from you! How is the city supporting your business? What could be better? Your input will help shape future decisions that affect all businesses.

We're working with **OnPointe Insights** to run this quick, anonymous survey. It works on your phone, tablet, or computer and will remain open until TBD. If you'd like more information, you'll have the option to share your contact info.

Thank you! Click below to share your thoughts:

[Take the Survey] (Insert Link)

Gabe Reaume – City Manager

Pablo Zambrano – Director of Economic & Community Development

For technical issues with the survey contact: support@onpointe-insights.com

Email Reminder 1

Subject: Reminder: Your Input Shapes Saginaw's Future—Survey Closes Soon!

There's Still Time to Share Your Thoughts!

Saginaw's businesses are the backbone of our community—providing jobs, services, and a vibrant local economy. If you haven't had a chance yet, we'd love to hear from you!

How is the city supporting your business? What could be better? Your feedback will help shape key decisions that impact businesses like yours.

We're working with **OnPointe Insights** to run this quick, anonymous survey. It works on your phone, tablet, or computer and will remain open until TBD—but don't wait!

Thank you! Click below to share your thoughts before the deadline:

[Take the Survey] (Insert Link)

Gabe Reaume – City Manager

Pablo Zambrano – Director of Economic & Community Development

For technical issues with the survey contact: support@onpointe-insights.com

HAPPINESS INDICATORS

ASK ALL

HAP1 In your opinion, is \${CityName} a good place to do business?

SINGLE RESPONSE

Yes
No

HAP2 As a place to do business, do you believe \${CityName} has improved, stayed the same, or declined during the past 5 years?

SINGLE RESPONSE

Improved
Stayed the same
Declined

HAP3 As a place to do business, would you say that \${CityName} is headed in the right direction or wrong direction?

SINGLE RESPONSE

Right direction
Wrong direction

HAP4 As a place to operate a business, how does \${CityName} compare to other cities nearby?

SINGLE RESPONSE

It is much better
It is somewhat better
It is about the same
It is somewhat worse
It is much worse

BUSINESS CLIMATE

GROW_Past Thinking of your business, how would you describe the following for the past three years?

SINGLE RESPONSE MATRIX

Business growth Past 3 years	Very negative	Negative	Neutral	Positive	Very Positive
	(20% +)	(19%-5%)	+/- 4%	5%-19%	20% +
Total sales growth					
Net income growth					
Staff growth					

GROW_Fut How would you describe your business expectations for the coming three years?

SINGLE RESPONSE MATRIX

Business growth estimate Next 3 years	Very negative	Negative	Neutral	Positive	Very Positive
	(20% +)	(19%-5%)	+/- 4%	5%-19%	20% +
Total sales growth					
Net income growth					
Staff growth					

OE1 As you plan for the next five years, what business concerns would you like the city to consider in its planning?

OPEN END

BUSINESS DEVELOPMENT PROGRAM EVALUATION

Intro:

`\${CityName}` offers several programs to support businesses in the city. We'll provide an overview of each and ask about your awareness of them. If you're interested, you'll have the opportunity to request more information later.

RANDOMIZE ALL OF THE FOLLOWING QUESTIONS (There are 5 in the list)

- BD1 **Building Improvement Grant:** This grant helps businesses improve their properties by matching dollar for dollar, up to \$10,000. This program reimburses commercial property owners and business operators for upgrades that enhance a property's appearance or make it more useful for business.

Tell us of your awareness of the `\${CityName}` Building Improvement Grant.

SINGLE RESPONSE

Aware and have USED
Aware and have NOT USED
Not aware

- BD2 **Business Beautification Award:** This award recognizes Saginaw businesses that take pride in their property and contribute to the city's appearance. Awards are given in three categories: Overall Appearance, Most Improved, and Superior Landscaping. Nominations can be made by residents, employees, or city officials.

Tell us of your awareness of the `\${CityName}` Business Beautification Award.

SINGLE RESPONSE

Aware and have USED
Aware and have NOT USED
Not aware

- BD3 **Shop Local. Shop Saginaw:** This program encourages residents to buy locally to support independent businesses, create jobs, and strengthen the local economy. Every Saturday is a Small Business Saturday to encourage residents to shop locally to preserve unique shopping areas and keep more money within the community.

Tell us of your awareness of the Shop Saginaw program.

SINGLE RESPONSE

Aware
Not aware

- BD4 **Saginaw Business Spotlight:** The Spotlight highlights small businesses in the community. It's free to participate—just complete an online application and submit a few photos. Businesses get featured to promote their work and strengthen Saginaw's economy. Nominate your business today!

Tell us of your awareness of the \${CityName} Business Spotlight.

SINGLE RESPONSE

<i>Aware and have USED</i>
<i>Aware and have NOT USED</i>
<i>Not aware</i>

- BD5 **Local Business Forum:** The Quarterly Business Forum offers networking, breakfast, and guest speakers. It's a great chance for business owners to connect, learn, and grow while staying informed about what's happening in Saginaw. Join us to help your business thrive!

Tell us of your awareness of the \${CityName} Local Business Forum.

SINGLE RESPONSE

<i>Aware and have USED</i>
<i>Aware and have NOT USED</i>
<i>Not aware</i>

- LEARN** Which of these programs would you like to learn more about? (Select all that apply).

MULTIPLE RESPONSE - ROTATE

<i>Building Improvement Grant</i>
<i>Business Beautification Award</i>
<i>Shop Saginaw</i>
<i>Saginaw Business Spotlight</i>
<i>Local Business Forum</i>
<i>None of these</i>

Potential New Programs

BD7 **Shop Rewards Program:** This Shop Rewards Program allows customers to earn and redeem rewards at your business through a simple app. All you have to do is sign up. You don't need to make any changes to your business operations—just let customers know they can earn rewards with regular purchases.

Tell us of your interest in a Shop Rewards Program

SINGLE RESPONSE

<i>Very interested</i>
<i>Interested</i>
<i>Neutral</i>
<i>Disinterested</i>
<i>Very disinterested</i>

Perm1 In the past 3 years, have you obtained a permit or certificate of occupancy from the City?

SINGLE RESPONSE

Yes	CONTINUE
No	SKIP TO Event1

ASK IF PERM1 == YES

Perm2 How would you rate your experience with the city's permitting process?
(Very good, good, OK, poor, Very poor)

SINGLE RESPONSE MATRIX

<i>Timeliness of processing</i>
<i>Ease of applying for permits</i>
<i>Clarity of communication throughout the permitting process</i>

CITY EVENTS and SPONSORSHIPS

Event1 \${CityName} has several events during the year. Local businesses often sponsor them. Has your business ever sponsored a city event?

SINGLE RESPONSE

Yes
No

ASK IF EVENT1 is YES

Event_Past Which of these \${CityName} events have you sponsored?

MULTIPLE RESPONSE

Big volunteer event
Easter egg hunt
Independence celebration
Train and Grain Festival
Trunk or Treat
Holiday Event (parade, tree lighting, drone show)
None of these

ASK ALL

Event_Fut Which of these \${CityName} events would you be interested in sponsoring in the future?

MULTIPLE RESPONSE

Big volunteer event
Easter egg hunt
Independence celebration
Train and Grain Festival
Trunk or Treat
Holiday Event (parade, tree lighting, drone show)
None of these

CHAMBER

Chamber1 Are you a member of the North Tarrant Chamber of Commerce?

SINGLE RESPONSE

Yes
No

Chamber2 Would you like to learn more about the North Tarrant Chamber of Commerce?

SINGLE RESPONSE

Yes
No

ASK IF LEARN is NOT "None of these" OR EVENT3 is NOT "None of these" OR Chamber2 = YES

BD_Contact

Please leave your contact information below so that we can reach out about your interests:

Name_____

Business Name_____

Phone Number_____

Email Address_____

Business Physical Address_____

DEMOGRAPHICS

CITY Tell us a little about yourself. Do you have a business location in \${CityName}?

SINGLE RESPONSE - RANDOMIZE

Yes, a business location in \${CityName}

Located outside of Saginaw (Please specify)

If not located in Saginaw, remove on the back end.

ZIP

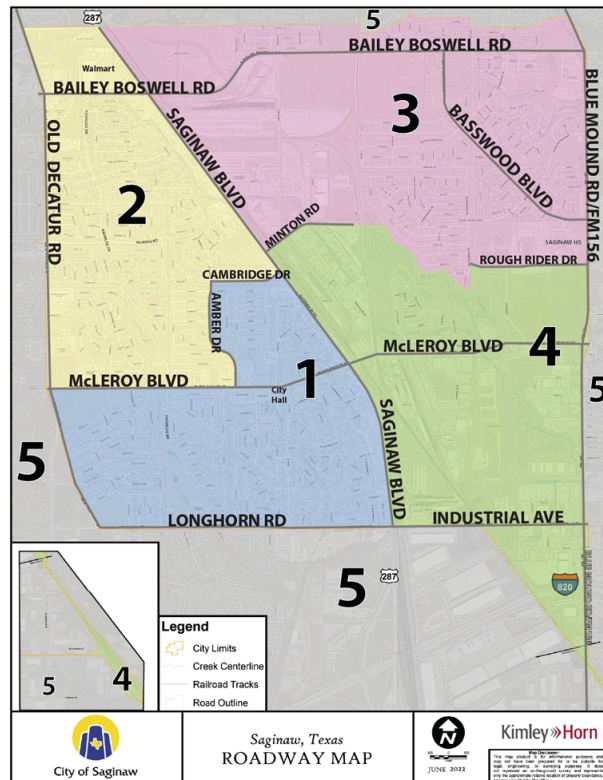
What zip code is your business in? _ _ _ _ _ **CONFIRM ZIP CODE BELOW**

Saginaw Zip Codes (76179, 76131). If not, remove on the back end.



WHERE LOCATED ON MAP

AREA Look at the map below. Which area is your business in?



SINGLE RESPONSE

Area 1	
Area 2	
Area 3	
Area 4	
Area 5 (Outside of Saginaw)	

IF AREA != 1 through 4, removed on back end

TITLE Which of the following best describes your position with your business?

SINGLE RESPONSE

Owner/Partner
Senior Manager
Manager
Employee / Staff
Other (please specify)

SIZE How many employees does your business have in \${CityName}?

SINGLE RESPONSE

1
2-9
10-49
50-99
100+

CAT1 Who are your primary customers?

SINGLE RESPONSE

Other businesses
Consumers
Other (Please specify)

CAT2 Does your business fall under any of the following categories? [select all that apply]

MULTIPLE RESPONSE

Women owned
Minority owned
Veteran owned
Other (please specify)
None of the above

Ask if CITY = Yes

TENURE How long has your business operated in Saginaw?

SINGLE RESPONSE

Less than 1 year
1 -4 years
5-9 years
10-14 years
15-19 years
20+ years or more

Questions to be added.

-Illuminate Saginaw

If the city were to put together an initiative to add lighting or projection lighting features to the existing Grain Elevators for beautification, would your business be interested in being a sponsor for this?

-Chamber

Are you aware that the North Tarrant Chamber of Commerce hosts a local networking called Synergy Saginaw event twice a month?

-Hote

Would your business like to or have a need for a hotel in Saginaw for clients and staff to stay for meetings or events?

If you have a need for a hotel, would an attached conference center be beneficial for your business?

What size conference center and/or meeting room(s) would you desire?

1-20 people

20-75 people

75-150 people

150+ people



City Council Memorandum

C. Consideration and Action Regarding Retail Retention, Recruitment and Development Services Proposal with the Retail Coach--Pedro Zambrano, Director Economic & Community Engagement

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Business Item: 4C.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

In March 2020, the City of Saginaw entered into a contract with The Retail Coach to provide assistance with Retail Retention, Recruitment and Development Services. During the past five years years, significant progress has been made with the recruitment of potential commercial retail and restaurants. The Old Fire Station Redevelopment deal was due to the work with The Retail Coach.

The proposed agreement is to renew the agreement with The Retail Coach to provide assistance with Retail Retention, Recruitment and Development Services for one (1) additional year. Their scope of work continues to be:

- *Updated Research, Analysis, and 2024 Market Reports*
- *NEW 2024 Retailer Match List*
- *Continued and New Recruitment of Retailers and Developers*
- *Coaching and Support from The Retail Coach Team*
- *Designated Point of Contact for Recruitment and On-Demand Data Needs*
- *Access to GIS Mapping and Data Resources*
- *Retail Trade Show Representation (ICSC and Retail Live Events)*

FINANCIAL IMPACT:

The financial impact is a fee of \$20,000, plus reimbursable expenses. This expenditure is budgeted within the existing economic development budget.

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to enter into an agreement under the terms of the proposal.

Attachments

[Saginaw2025_2026.pdf](#)

Optional Contract Extensions

Contract Period - 12 Month Extension From Execution

Because we believe retail recruitment is an ongoing process, and not an event, we offer the ability to extend a standard project agreement for additional years. Your agreement can be extended at any time to ensure you have the tools and resources you need to successfully recruit retailers.

Annual Contract Extension

\$20,000

Scope of Work:

- Updated Research, Analysis, and 2025 Market Reports
- NEW 2025 Retailer Match List
- Continued and New Recruitment of Retailers and Developers
- Coaching and Support from the The Retail Coach Team
- Designated Point of Contact for Recruitment and On-Demand Data Needs
- Access to GIS Mapping and Data Resources
- Retail Trade Show Representation (ICSC and Retail Live Events)

Acceptance - Signatures

Aaron Farmer, President, The Retail Coach, LLC.

City of Saginaw

Payments:

- \$10,000 upon execution
- \$10,000 in 90 days



City Council Memorandum

D. Consideration and Action Regarding Approval of Restaurant Economic Development Agreement contemplating the sale and lease of real property located at 400 S. Saginaw Blvd & 405 S. Belmont St., and award of bid for same to Mad Concepts Group--Pedro Zambrano, Director of Economic & Community Engagement

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Business Item: 4D.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

In 2023, the Saginaw Fire Department vacated the former Fire Station located off Saginaw Blvd. In the Fall 2022, City Council approved a development agreement with Local Favorite's Triton Saginaw LLC for the property. However, that deal fell through. Following Council's direction, staff reopened the search for proposals, issuing a Request for Proposals (RFP) starting November 8, 2024. The RFP period closed on December 4, 2024, at 10:00 AM.

We received one completed bid in response from MAD, which was presented to City Council at the January 7, 2025 meeting. The bid proposed the redevelopment of the property and the construction of two new restaurants, with one being a sit down restaurant. A consensus of the City Council was to direct staff to move forward and creating an agreement with MAD.

The proposed economic development agreement is attached to this memo. Below is a summary of what the agreement includes:

Economic Development Agreement:

- The City agrees to convey the retired fire and senior center property to MAD
- The City will provide up to \$2.55 million in economic development grants (additional summary below in the Financial Impact Section)

Performance Requirements

- Minimum investment of \$7 million in construction and development.
- Completion and green-tagging of two restaurants by December 31, 2027
- MAD must provide a pre-approved loan guarantee letter within 120 days of signing
- MAD commits to creating/retaining at least 50 jobs in the first year of restaurant operation

The agreement also includes safeguards & conditions which are located in Article VII of the agreement (starting on page 7).

FINANCIAL IMPACT:

Summary of the Economic Development Grant (Article III of the Agreement attached):

- Conveyance of the property: The city will convey the property of the retired fire station and former senior center. Per TAD the 2024 value of the property is \$1,206,917
 - The former Kiwanis Veterans park will not be included in the property conveyance instead the city will enter into a ground lease or license agreement with MAD
- Capital Investment Reimbursement: not to exceed \$2,550,000
 - \$500,000 will be paid upon conveyance of the property and execution of a ground lease
 - \$250,000 will be paid upon the issuance of a certificate of occupancy for both restaurants
 - \$250,000 annual payments (beginning with the first anniversary after the date of the issuance of a certificate of occupancy for both restaurants) until the total not to exceed amount of the Capital Investment Reimbursement is met
 - Waive the fees listed below shall be deducted from the Capital Investment Reimbursement
 - Plan submittal and review
 - Platting
 - Zoning
 - Building and construction permits
 - Surveys
 - Inspection fees
 - Public infrastructure or other project improvements that are eligible to be reimbursed pursuant to Texas Tax Code Ch. 311, may be reimbursed from tax increment funding available in the fund for the Zone in accordance with the project and financing plan for the Zone, subject to approval by the Board of Directors for the Zone

RECOMMENDATION

The bid and Economic Development Agreement is presented to the City Council for their consideration for approval.

Attachments

[MAD Concepts Bid.pdf](#)

[Retired Fire Station - Bid Notice.pdf](#)

[Retired Fire Station - Bid Specifications.pdf](#)

[Bid Publication Affidavit.pdf](#)

[Draft -MAD -Saginaw -Economic Development Performance Agreement.pdf](#)

Exhibit A
BID PROPOSAL

The undersigned, in compliance with the Notice of Sale of Real Property and Bid Specifications, hereby submits the following bid for the Property located at 400 S. Saginaw Blvd and 405 S. Belmont St.

Proposed Use of Property.

MAD Concepts envisions transforming the property in Saginaw into a vibrant, multi-restaurant destination catering to families, groups, and individuals seeking both dining and entertainment. The development will feature the following key components:

1. Jakes Burgers - Counter Style

- **Concept:** A 2,000 – 2,500 square foot fast-casual dining experience inspired by the beloved original Jakes Burgers location in Lake Highlands. Customers will be encouraged to get to-go orders for consumption in the backyard area. Also, pending site layout, this location could include a drive-thru for convenience.
- **Design:** Retro yet modern interior with an open kitchen concept to create energy and showcase food preparation.
- **Menu:** Signature burgers, fries, shakes, and quick-to-order items, providing a nostalgic yet efficient dining experience.
- **Seating:** Casual indoor and patio options with a mix of communal and individual seating arrangements. The interior and patio area are expected to seat 50-65 patrons.

2. Jakes Roadhouse - Full Service

- **Concept:** A 5,000 – 5,500 square foot full-service dining restaurant that embodies the welcoming atmosphere of Jakes but elevates the experience with a Texas-inspired menu, family-style portions, and an affordable price point. The goal is to create an energetic dining experience that caters to a wide range of diners.
- **Menu:** Menu to include, but not limited to, Texas-sized starters, hand-cut steaks, hearty sides, smoked BBQ, and Jakes classics. There will also be an emphasis on fresh ingredients and scratch-made desserts.
- **Ambience:** Warm, rustic interiors with reclaimed wood finishes, vibrant lighting, and a bar area serving craft beer and specialty cocktails.
- **Entertainment:** Periodic live music performances and themed dining nights to engage the community.

3. The Backyard Experience

- **Design:** A spacious outdoor area designed for socializing and relaxation, featuring:
 - Large, shady trees for natural aesthetics and comfort.
 - Turf for low-maintenance, eco-friendly greenery.
 - Games like cornhole, giant Jenga, and bocce ball for all-age engagement.
 - Bonfire pits with cozy seating for evening gatherings.
 - Picnic tables and lounge seating for casual dining or events.

- Strategically placed large-screen TVs with background audio/music.
- **Programming:** Seasonal events such as outdoor movie nights, watch parties for major sporting events, live acoustic performances, and family-friendly festivals.

Benefits to the Community

- **Economic Impact:** The development will create jobs, generate tax revenue, and increase foot traffic in Saginaw. This regional attraction will draw discretionary income from other nearby cities, thus not recirculating the existing dollars in Saginaw.
- **Communal Gathering Space:** A unique destination where families and friends can connect over food, games, and entertainment.
- **Appeal:** The diversity of dining options and outdoor experiences will attract a wide demographic, from locals to visitors.
- **Enhanced Amenities:** The project will enrich Saginaw's dining and entertainment offerings, improving quality of life for residents.
- **Catalyst for Growth:** The development will encourage additional investment and commercial growth in the area.

This concept is designed to become a cornerstone of Saginaw's dining and entertainment scene, offering memorable experiences in a welcoming and dynamic setting.

Financing.

MAD Concepts Group requests that the City of Saginaw convey the approximately 2.5 acres of real property located at 400 S Saginaw Blvd and 405 S Belmont St, Saginaw, TX 76179. The conveyance will significantly reduce the upfront capital costs for the development, making the project financially viable and attractive for further private investment.

The conveyance will be subject to a performance agreement, ensuring that the City's investment is met with measurable outcomes, including:

- Construction timelines.
- Minimum operational requirements.
- Employment and sales tax benchmarks.

The terms of the performance agreement will be negotiated and mutually agreed upon by both parties to protect the interests of the City and MAD Concepts Group.

Examples of Previous Business Developments.

In 2015, Courtney Lindley and Robert Gregg, envisioned creating a company centered around ***Making A Difference*** with a focus on operating companies in the hospitality industry. Together, they founded MAD Concepts Group, the company that oversees the management and operation of Jakes Burgers, Tacos & Avocados, Floyd's 99 Barbershop, and soon to be Jakes Roadhouse. The founders' previous experience includes:

Courtney Lindley:

- Vice President of Real Estate at Potbelly Sandwich Shop, managing strategic real estate operations and growth initiatives for nine years.
- Senior Director of Real Estate for Starbucks Coffee Company, leading expansion strategies across the Central U.S. region.
- Successfully led and supported expansion efforts for Fortune 500 companies and small-to-multi-unit operators, driving sustainable growth and market penetration.
- Instrumental in private placement acquisitions and valuation assessments for both distressed and high-performing companies across diverse industries.

Robert Gregg:

- Authored and implemented a comprehensive operations manual for Potbelly, supporting efficient management across 120 locations.
- Designed and launched Potbelly's franchise program, including the development of the sales process and franchisee recruitment strategies.
- Spearheaded the creation of a national catering program and innovative marketing strategies for Slim Chickens, facilitating the brand's nationwide franchise rollout.
- Directed brand development, menu innovation, marketing initiatives, and the opening of new locations for Jakes and Tacos & Avocados over the past four years.

MAD Concepts Group Recent Developments:**Slim Chickens DFW Expansion and Exit (2016–2023)**

In 2016, the partners of our group acquired the exclusive franchise rights to Slim Chickens DFW. Over the next seven years, the group strategically expanded the brand by:

- Opening three new locations in prime markets.
- Acquiring four existing stores in Tarrant County, further consolidating its presence in the region.

By 2023, the operational success and strong market positioning of Slim Chickens DFW attracted the interest of other operators. As a result, the group successfully sold both the franchise rights and its existing locations to a third-party operating company.

Floyd's 99 Barbershop DFW Expansion (2016–Present)

Building on its experience in multi-unit operations, the group acquired 11 Floyd's 99 Barbershop locations across the DFW area in 2016. Recognizing the brand's growth potential, the group renegotiated and expanded its initial development agreement to cover Texas, Oklahoma, and Arkansas.

Since the acquisition, the group has aggressively pursued growth opportunities by opening additional locations in DFW and Houston, bringing the total number of Floyd's 99 shops to over 25. The expansion strategy reflects the group's commitment to operational excellence and market leadership.

Jakes Burgers Acquisition and Growth (2021–Present)

In February 2021, the group acquired eight Jakes Burgers locations, marking its entry into the regional brand space. This acquisition represented an exciting opportunity to leverage the group's operational expertise and further diversify its portfolio. Since then, the group has achieved remarkable growth by:

- Expanding the brand to 12 locations through a combination of acquisitions and new openings.
- Initiating the development of multiple new units, ensuring continued growth and relevance in the competitive fast-casual dining segment.

Under the group's stewardship, Jakes Burgers has solidified its reputation as a beloved regional brand, and its ongoing expansion reflects a dedication to quality, community engagement, and brand innovation.

Tacos & Avocados Revitalization and Expansion (2023–Present)

In 2023, MAD Concepts acquired the intellectual property rights to the Tacos & Avocados brand, seeing an opportunity to reimagine the concept for modern markets. The acquisition marked the beginning of a comprehensive transformation, including:

- **Brand Revamp:** Updating the brand's visual identity to reflect a vibrant, contemporary style.
- **Menu Redesign:** Creating a menu that balances innovative offerings with popular favorites, emphasizing quality and fresh ingredients.
- **Operational Overhaul:** Implementing streamlined operational processes to ensure consistency, efficiency, and a superior guest experience.

Following the acquisition, MAD Concepts successfully opened the first rebranded Tacos & Avocados location, receiving strong positive feedback from the community. The company is now actively developing multiple new units, signaling a bright future for the revitalized brand.

Conclusion:

Through strategic acquisitions, expansions, and operational excellence, the group has demonstrated its ability to grow diverse brands and deliver significant value to its portfolio. Each step, from Slim Chickens to Floyd's 99 Barbershop to Jakes Burgers to Tacos & Avocados, underscores the group's adaptability, market insight, and vision for long-term success. The continued expansion across multiple industries positions the group as a leader in both the restaurant and retail sectors.

MAD stands for "*Make a Difference*". MAD focuses in making a difference in the lives of their employees and the communities where they operate. The company's motto is "it's not what we do that is special, it's how we do it". MAD Concepts Group's entire operating platform is built around establishing a culture that ensures people and service standards are held to the highest regard.

Incentives.

MAD Concepts Group proposes a public-private partnership with the City of Saginaw to develop a transformative multi-unit restaurant destination at 400 S Saginaw Blvd and 405 S Belmont, Saginaw, TX 76179. To ensure the project's financial feasibility and maximize its economic and community impact, MAD Concepts Group respectfully requests the following incentives:

1. Conveyance of 2.5 Acres of Property

The conveyance of 400 S Saginaw Blvd and 405 S Belmont to MAD Concepts Group will reduce the upfront capital burden, allowing the company to allocate more resources to construction, design, and activation of the project.

2. \$2.55 Million Cash Reimbursement for Direct Costs

MAD Concepts Group requests reimbursement of up to \$2.55 million for direct costs associated with the development, which may include:

- Site preparation and grading.
- Infrastructure improvements such as utilities, roadways, and parking.
- Construction of the restaurants and outdoor spaces.
- Permitting, design, and engineering fees.

The reimbursement will be structured through a performance-based agreement with disbursements tied to project milestones to ensure accountability and delivery.

3. Waiver of City, Impact, and Permitting Fees

MAD Concepts Group requests a full waiver of all City, impact, and permitting fees associated with the project. This includes but is not limited to:

- Building permits.
- Impact fees for utilities and infrastructure.
- Inspections and other administrative costs.

This waiver will further reduce development costs, making the project financially viable and ensuring its timely execution.

Proposed Terms of Agreement

The requested incentives will be contingent upon MAD Concepts Group meeting performance milestones outlined in a formal agreement, which may include:

- Project Timeline: Commencement of construction within 6 months of conveyance approval and completion within 24 months.
- Employment Benchmarks: Creation of a minimum number of jobs with defined wage thresholds.
- Community Engagement: Ongoing commitment to community involvement and events.

MAD Concepts Group Commitment

- Investing significant private capital into the project.
- Delivering a high-quality development that exceeds expectations.
- Maintaining transparency and accountability throughout the process.
- Ensuring the long-term success and sustainability of the Development.

I hereby certify I have read the City of Saginaw's BID SPECIFICATIONS for the Property, and I understand the provisions contained therein shall be strictly enforced.

MAD Concepts Group

(Bidder Name)



(Bidder Signature)

Courtney Lindley - President

(If bidding for business, state your title)

12/03/2024

(Date)

5040 Addison Circle, Suite 250, Addison,

(Address)

(214) 442-8975

(Telephone)

courtney@courtneylindley.com

(Email)

CITY OF SAGINAW, TEXAS REQUEST FOR PROPOSALS (RFP) FROM EXPERIENCED RESTAURANT DEVELOPMENT TEAMS

Notice of Possible Sale of Real Property

The City of Saginaw, Texas is accepting bids for the possible sale of real property located at 400 S. Saginaw Blvd. and 405 S. Belmont Street, Saginaw, Texas 76179; being all of Block 4 of the Town of Saginaw Addition, an addition to the City of Saginaw, Tarrant County, Texas.

**ISSUED
Friday, November 8, 2024**

**Sealed bids will be accepted by mail or hand delivery no later than
10:00 a.m. CST, Wednesday, December 4, 2024 to:**

City of Saginaw
Keith C. Rinehart, Director of Community & Economic Development
333 West McLeroy Blvd.
Saginaw, Texas 76179

Respondents must submit their sealed bid proposals, the signature page, and all additional documents. It is requested that Respondents provide one (1) original and seven (7) hard copies of all documents in a sealed envelope and manually signed in ink by a person having the authority to submit the firm's information and qualifications.

The City of Saginaw is always conscious and extremely appreciative of your time and effort in preparing this information. Requests for information/clarification should be directed to:

Keith C. Rinehart, Director of Community & Economic Development
City of Saginaw
333 West McLeroy Blvd.
Saginaw, Texas 76179
krinehart@saginawtx.org
817-230-0331

The City of Saginaw may award the bid that is determined to be the best value to the City. The City reserves the right to reject any and all bids. All bids must comply with the bid specifications, which can be obtained at City Hall at the above address or by contacting Keith Rinehart at krinehart@saginawtx.org or 817-230-0331.

SECTION 1. PURPOSE

The City of Saginaw is accepting sealed bids for the purchase of the Property hereinafter described. These bid specifications set forth certain instructions, terms, and conditions that apply to the sale of the Property. A bidder submitting a bid on the Property will certify by signing the attached Bid Proposal Form that the bidder has read the provisions contained herein and that the bidder agrees that the provisions will be strictly enforced in all respects.

SECTION 2. DESCRIPTION OF PROPERTY

The "Property" consists of the following parcel of real property and the improvements thereon:

- An approximate 2.5-acre tract covering one block and including existing buildings located at 400 S. Saginaw Blvd and 405 S. Belmont Saginaw, TX 76179

SECTION 3. INSTRUCTIONS TO BIDDERS

3.01 Pre-Bid Visit. All bidders wishing to visit the property may do so but must notify the City of Saginaw in advance by calling Community & Economic Development Director Keith Rinehart at 817-230-0331. Please address any questions concerning this sale to Mr. Rinehart.

3.02 Optional Pre-Submittal Conference. An optional pre-submittal conference will be held on Wednesday, November 20, 2024, at 10:00 a.m. at the City of Saginaw City Hall located at 333 West McLeroy Blvd, Saginaw, Texas 76179. The purpose of this conference is to discuss with potential Respondents the services to be provided and for potential Respondents to ask questions arising from their review of the RFP. This pre-submittal conference is for informational purposes only.

3.03 Preparation of Bids:

- General. **Bids are due Wednesday, December 4, 2024, at 10:00 a.m. CST.** Bids must be signed and submitted in a sealed envelope and clearly marked as follows: "**BID FOR REAL ESTATE – 400 S. Saginaw Blvd and 405 S. Belmont.**" All bids must be submitted with the Bid Proposal Form, attached hereto as Exhibit A. If more space is needed in addition to what is provided on the Bid Proposal Form, the bidder may attach further documentation.
- Financing. This sale may be a cash sale, or the City of Saginaw may offer financing. The bid must specify whether the bidder will pay in cash or seek City of Saginaw financing and include the proposed terms of such funding. In the event the City of Saginaw finances the sale, the awarded bidder must execute a promissory note and deed of trust in favor of the City of Saginaw or provide other lease terms or security satisfactory to the City of Saginaw.
- Use of Property. The City of Saginaw desires the Property to be developed and used in a manner that would, in the sole opinion of the City Council, best help facilitate the growth and economic development for Saginaw, Texas, particularly related to unique and destination restaurant and entertainment options. The City's preference is a commercial development to accommodate the use of a restaurant or dining establishment that consists of a minimum of 7,500 square feet and includes a dining patio and an open-air entertainment venue. The City desires a minimum capital investment of at least \$4M for the property to create at least two branded restaurants or food/drink establishments that can generate at least \$5M in annual sales. The proposed type of development and use of the Property should be specified in the bid. A preliminary concept and or/site plan is requested.

- D. Incentives. The City, at the sole discretion of the City Council, will consider providing financial incentives to the awarded bidder as an inducement to bring a desirable use to the Property and the City. The bid should sufficiently explain the desired incentives and, if applicable, should sufficiently explain how the incentives may affect the financing.

3.04 Receipt and Opening of Bids. Sealed bids are to be submitted to and received by the office of the Community & Economic Development Director at City Hall, 333 West McLeroy Blvd., on or before **Wednesday, December 4, 2024, at 10:00 a.m. CST.** in accordance with the instructions contained in the City's Notice of Sale of Real Property. These bids will be opened as soon thereafter as possible, at the discretion of the City.

3.05 Evaluation and Bid Award. After the deadline for bids, City staff will review and evaluate the received bids and make recommendations to the City Council. Bidders whose bids will not be recommended by City staff for consideration for a bid award will be notified as soon as possible of that evaluation result. In order for a bid to be awarded, the City Council must officially award the bid. **The City, at its sole discretion, may elect not to accept any bid and may reject any and all bids.** The bidder submitting the awarded bid may be referred to hereafter as the "Buyer."

3.06 Best Value. The City Council will award the bid that is determined to provide the best value to the City. The City Council will evaluate the following factors in determining which bid provides the best value for the City:

- A. Financing. The City Council will evaluate the proposed method of financing for the Property.
- B. Proposed Use of Property. The City Council will evaluate which bid and proposed use provides an option that would, in the opinion of the City Council, best help facilitate the growth and economic development of the City. The desires a minimum \$4M capital investment in the property, at least two (2) branded sit-down/wait staff restaurants, food/drink, or entertainment options, as well as annual sales of at least \$5M.
- C. Incentives. The City Council will evaluate the desired incentives requested, if any.

3.07 Additional Documents. After the City has awarded the bid, the Buyer must execute a Contract of Sale and, if necessary, an incentive agreement, a promissory note and deed of trust, or other appropriate security, all of which shall be on forms acceptable to the City and approved by the City Council. The City Council, in its sole discretion, may authorize the approval and execution of these documents concurrently with the bid award. In the event the Buyer does not execute the foregoing necessary documents, the City may consider other bidders who have submitted a bid in compliance with these Bid Specifications.

SECTION 4. TERMS AND CONDITIONS OF SALE OF PROPERTY

4.01 Amendment. The City reserves the right to waive, delete, or amend any of the requirements connected with this bidding process.

4.02 Rejection of Bids. The City Council reserves the right to reject any or all bids at any time. A submitted bid may be rejected if it does not comply with these Bid Specifications. All bids under the bid minimum bid price will be rejected.

4.03 Non-Payment of Brokerage Fees. The City will not pay a brokerage or real estate agent's fee on the sale of the Property.

4.04 City's Rights Upon Failure of Buyer to Close the Transaction. The City shall have the right, at its option, to pursue any and all other remedies available to it at law or in equity, including, but not limited to,

the right to demand specific performance on the part of the Buyer. If the City is successful in enforcing the right to specific performance, it is understood and agreed that, upon the City's demand, the Buyer shall pay to the City reasonable attorney's fees incident thereto.

4.05 Ad Valorem Taxes. Should there be any tax payments due, it is specifically understood and agreed that the Buyer will be purchasing the Property subject to such tax liabilities and will be responsible for payment thereof. By acceptance of a deed from the City, the Buyer is put on notice that the land conveyed to him could thereafter be subject to assessment for all taxes.

4.06 Conveyance Instruments. The deed conveying the Property will be based on the description of the land prepared by the City or on such other legal description as may be approved by the City Attorney. The deed shall be executed and acknowledged on behalf of the City by the Mayor or City Manager and attested by the City Secretary. The name of the grantee in the deed shall be the same as the name on the bid of the person, corporation, or entity submitting the bid. The deed shall be in the form commonly referred to as a "Special Warranty Deed" under which the City will warrant title ". . . by, through, or under itself, but not otherwise . . .," and the conveyance shall be subject to all easements, public utilities, restrictions, covenants and conditions of record, and any other special restrictions affecting the Property, known or unknown.

4.07 Inspection. Each bidder represents that it (or its agents or consultants) will have had the opportunity to inspect, by the close of the bid period, the Property, and, if named as Buyer, will accept same **AS IS, WITH ALL FAULTS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS** on the part of the City as to what that condition may be. Further, the Buyer is to assume all responsibility or liability for any environmental condition affecting the Property or any clean-up or remediation that may be required by law.

4.08 Mineral Estate. The City will retain all rights to any oil, gas, and other minerals owned by the City at the time of conveyance.

4.09 WAIVER OF CLAIMS. BY SUBMITTING A BID, EACH BIDDER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE BIDDER HAS OR MAY HAVE AGAINST THE CITY OF SAGINAW, TEXAS, AND THE CITY'S RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES, AND REPRESENTATIVES IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES, FOR THE AWARD OF DAMAGES OR ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID, WAIVER, DELETION OR AMENDMENT OF ANY REQUIREMENTS UNDER THESE BID SPECIFICATIONS, ACCEPTANCE OR REJECTION OF ANY BIDS, AND AWARD OF THE BID. BY SUBMITTING A BID, THE BIDDER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY FEES FROM THE CITY OF SAGINAW, TEXAS, OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET. SEQ., AS AMENDED). THE BIDDER ACKNOWLEDGES AND AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT AND THAT THERE IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF SAGINAW, TEXAS.

4.10 Acknowledgment. By execution and submission of this bid, the bidder hereby represents and warrants to the City of Saginaw that the bidder has read and understands these Bid Specifications and that the bid is made in accordance with the terms stated herein. Bidder acknowledges that it understands all terms herein, which include the waiver provisions, and that it had the right to consult with counsel regarding all applicable documents.

4.11 Agreement. Upon award of the bid and conveyance of the Property to the Buyer, the terms and conditions of these Bid Specifications will become a binding agreement between the City and the Buyer.

Exhibit A

Bid Proposal Form

BID PROPOSAL

The undersigned, in compliance with the Notice of Sale of Real Property and Bid Specifications, hereby submits the following bid for the Property located at 400 S. Saginaw Blvd and 405 S. Belmont.

Proposed Use of Property. Please indicate your proposed development and use of the Property.

Financing. Please indicate if you are proposing to pay cash to purchase the Property, or if you desire for the City to provide financing, please provide the proposed terms of such arrangement.

Examples of Previous Business Developments. Please provide a list in great detail of the previous business developments you have created, the businesses you have established, and your prior work history.

Incentives. Please indicate if you are requesting incentives from the City and provide the proposed terms of a potential incentive agreement.

I hereby certify I have read the City of Saginaw's BID SPECIFICATIONS for the Property, and I understand the provisions contained therein shall be strictly enforced.

(Bidder Name)

(Address)

(Bidder Signature)

(Telephone)

(If bidding for business, state your title)

(Email)

(Date)

BID SPECIFICATIONS

**400 S. Saginaw Blvd and 405 S. Belmont
Saginaw, TX 76179**

SECTION 1. PURPOSE

The City of Saginaw is accepting sealed bids for the purchase of the Property hereinafter described. These bid specifications set forth certain instructions, terms, and conditions that apply to the sale of the Property. A bidder submitting a bid on the Property will certify by signing the attached Bid Proposal Form that the bidder has read the provisions contained herein and that the bidder agrees that the provisions will be strictly enforced in all respects.

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3.02 Preparation of Bids:

- A. General. **Bids are due Monday, September 30, 2024 at noon CST.** Bids must be signed and submitted in a sealed envelope and clearly marked as follows: **“BID FOR REAL ESTATE – 400 S. Saginaw Blvd and 405 S. Belmont.”** All bids must be submitted with the Bid Proposal Form, attached hereto as Exhibit A. If more space is needed in addition to what is provided on the Bid Proposal Form, the bidder may attach further documentation.
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Exhibit A
Bid Proposal Form
BID PROPOSAL

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Incentives. Please indicate if you are requesting incentives from the City and provide the proposed terms of a potential incentive agreement.

I hereby certify I have read the City of Saginaw's BID SPECIFICATIONS for the Property and I understand the provisions contained therein shall be strictly enforced.

(Bidder Name)

(Address)

(Bidder Signature)

(Telephone)

(If bidding for business, state your title)

(Email)

(Date)



The Beaumont Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger Enquirer

Durham | The Herald Sun
Fort Worth Star Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald Leader
The Telegraph Macon
Merced Sun Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
23755	610005	Print Legal Ad-IPL02033200 - IPL0203320		\$2,159.32	1	58 L

Attention: Janice England

CITY OF SAGINAW

PO BOX 79070

FORT WORTH, TX 761790070

jengland@ci.saginaw.tx.us

**CITY OF SAGINAW, TEXAS
REQUEST FOR PROPOSALS
(RFP)**

**FROM EXPERIENCED RESTAU-
RANT DEVELOPMENT TEAMS**

Notice of Possible Sale of
Real Property

The City of Saginaw, Texas is accept-
ing bids for the possible sale of real
property located at 400 S Saginaw
Blvd and 405 S Belmont Street, Sag-
inaw, Texas 76179, being all of Block
4 of the Town of Saginaw Addition, an
addition to the City of Saginaw, Tarrant
County, Texas

ISSUED

Friday, November 8, 2024

Sealed bids will be accepted by mail
or hand delivery no later than
10 00 a.m. CST, Wednesday,
December 4, 2024 to
City of Saginaw

Keith C. Rinehart, Director of
Community & Economic Development
333 West McLeroy Blvd
Saginaw, Texas 76179

Respondents must submit their sealed
bid proposals, the signature page, and
all additional documents. It is request-
ed that Respondents provide one (1)
original and seven (7) hard copies of
all documents in a sealed envelope
and manually signed in ink by a per-
son having the authority to submit the
firm's information and qualifications.

The City of Saginaw is always con-
scious and extremely appreciative of
your time and effort in preparing this
information. Requests for information/
clarification should be directed to
Keith C. Rinehart, Director of Commu-
nity & Economic Development

City of Saginaw

333 West McLeroy Blvd
Saginaw, Texas 76179

krinehart@saginawtx.org
817-230-0331

The City of Saginaw may award the
bid that is determined to be the best
value to the City. The City reserves
the right to reject any and all bids. All
bids must comply with the bid speci-
fications, which can be obtained at City
Hall at the above address, or by con-
tacting Keith Rinehart at krinehart@
saginawtx.org or 817-230-0331

IPL0203320
Nov 8, 15 2024

THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County
and State, this day personally appeared Mary
Castro, Bid and Legal Coordinator for the Star-
Telegram, published by the Star-Telegram, Inc. at
Fort Worth, in Tarrant County, Texas; and who,
after being duly sworn, did depose and say that
the attached clipping of an advertisement was
published in the above named paper on the listed
dates:

2 insertion(s) published on:

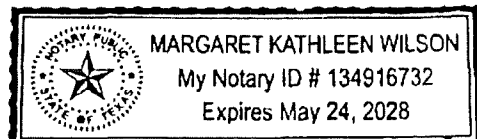
11/08/24, 11/15/24

Mary Castro

Sworn to and subscribed before me this 15th day of
November in the year of 2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in
Dallas County



Extra charge for lost or duplicate affidavits
Legal document please do not destroy!

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**ECONOMIC DEVELOPMENT
AGREEMENT**

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
SAGINAW, TEXAS, AND _____ [MAD SAGINAW ENTITY]**

This Economic Development Agreement (“Agreement”) is made and entered into by and between the City of Saginaw, a Texas home rule municipality (“City”) and _____ (“MAD”) (hereinafter collectively referred to as the “Parties”, or singularly as a “Party”).

RECITALS

WHEREAS, the City owns real property generally located at 400 S. Saginaw Blvd. and 405 S. Belmont St., City of Saginaw, Texas 76179, as described or generally shown on the attached **Exhibit D** (the “Restaurant Property”) and **Exhibit D-1** (the “Park Property”) (collectively the Restaurant Property and the Park Property are referred to as the “Property”) with the intent to redevelop approximately 2.50 acres into a multi-restaurant destination, as further detailed in the bid proposal submitted by MAD and this Agreement, to service the Saginaw community and provide economic development for the benefit of the City, the region, and the state of Texas; 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, the Property is located in Tax Increment Reinvestment Zone No. 1 of the City of Saginaw (the “Zone”) and the City may sell real property in the Zone, on the terms and conditions and in the manner it considers advisable, to implement the project plan for the Zone; and

WHEREAS, in addition to the City’s authority to sell or otherwise convey the Restaurant Property under Texas Tax Code Ch. 311 and Texas Local Gov’t Code Ch. 253, the City has publicly bid the Restaurant Property for sale in accordance with all state law requirements; and

WHEREAS, pursuant to Resolution No. 2023-05, the City has determined, with respect to a portion of the Park Property identified on **Exhibit D-1**, 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 enter into a ground lease or license agreement for such portion of the Property to permit full development of the Property; and

WHEREAS, MAD ([TBD MAD SAGINAW & RESTAURANT ENTITIES]), is a partnership created between Carter Wilson, Courtney Lindley, and Bob Gregg, and MAD desires to develop the Property; and

WHEREAS, the City has established a program in accordance with Article III, Chapter 52-a of the Texas Constitution (“Art. III, Chapter 52-a”) and Chapter 380, Texas Local Government Code, as amended (“Chapter 380”) under which the City has the authority to make grants of public funds to private sector entities for the public purposes of developing and diversifying the economy of the State of Texas, eliminating unemployment or underemployment in the State of Texas, and

developing or expanding transportation or commerce in the State of Texas and the City of Saginaw;
and

WHEREAS, MAD has requested economic development assistance with redeveloping the Property pursuant to the City's program; and

WHEREAS, a contributing factor that would induce MAD to construct the Project (defined below) would be an agreement with the City to provide economic development grants to MAD as set forth herein; and

WHEREAS, the City Council has determined that, by entering into this Agreement (1) the potential economic benefits that will accrue to the City under the terms and conditions of this Agreement are consistent with the City's economic development objectives and that construction and continuous operation of the Property with the required Project Improvements (defined below) will further the City's goals for positive growth in the City; and (2) the City Council has determined that this is an appropriate means to achieve the construction and operation of the required Project Improvements, which the City Council has determined are necessary and desirable, and that the potential economic benefits that will accrue to the City pursuant the terms and conditions of this Agreement are consistent with the City's economic development objectives; and

WHEREAS, the Parties have concluded and hereby find 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 of Texas and the City, by eliminating unemployment or underemployment in the State of Texas and the City, and will enhance and stimulate business and commercial activity within the State of Texas and the City; and

WHEREAS, the City Council has determined that the terms of this Agreement and the improvement of the Property are made in the exercise of the City's governmental functions and are authorized pursuant to and in accordance with Chapter 380 of the Local Government Code; and

WHEREAS, the City Council has determined that making an economic development grant in accordance with this Agreement will further the objectives and will benefit the City, the Zone, and the City's residents by helping to improve the commercial area and stimulate local economic development through job creation, provide additional dining options that attract customers from the City and the surrounding metroplex region, attract new businesses, increase the City's yearly ad valorem collections, and increase sales tax for the benefit of the City, the State, and the metroplex region.

NOW, THEREFORE, in consideration of the recitals above and 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 I. AUTHORIZATION

1.01 The City finds and determines that this Agreement is a program of the City and is authorized and governed by Chapter 380, Texas Local Government Code.

ARTICLE II. TERM

2.01 This Agreement shall be effective as of the date of execution by all Parties (the “Effective Date”) and shall remain in full force and effect for a period of ten (10) years from the Effective Date, or until the parties satisfy all of their respective obligations under this Agreement, whichever occurs first, or unless otherwise terminated as provided for in this Agreement. In the event MAD experiences an event of force majeure as provided in Section 7.19 herein, an extension of up to six (6) additional months may be requested to complete the Project Improvements, subject to the City’s written approval. If sought, such extension request shall be made in writing by MAD and shall be sent to the City pursuant to Section 7.13 herein.

ARTICLE III. GRANT

3.01 Economic Development Incentive Grant. As an economic development incentive grant for the public purposes set forth in this Agreement and to assist MAD with a portion of the Project Improvements, and incentivize and induce MAD to bring the Project to the City, the City agrees to provide the following incentives:

(a) **Conveyance of the Restaurant Property.** The City will convey approximately 2.19 acres of the Restaurant Property, as more fully shown and identified on the attached **Exhibit D**, estimated to occur no later than ten (10) days after demolition work of the existing fire station and other City improvements are completed and the City gives written notice to MAD, or by July 7th, 2025, whichever occurs first. The conveyance of the Restaurant Property shall be made pursuant to Texas Local Government Section 253.0125, and/or Texas Tax Code Sec. 311.008, as applicable. Conveyance of the Restaurant Property does not include conveyance of the Park Property, which is shown on the attached **Exhibit D-1**. If necessary, the Parties will endeavor to complete the replatting of the Property to meet all applicable municipal requirements and align with the intended use of the Property as outlined in this Agreement after the conveyance of the Restaurant Property, and

(b) **Capital Investment Reimbursement.** The City will reimburse MAD for actual Capital Investment (defined below) expenditures in a total amount not to exceed **Two Million Five-Hundred and Fifty-Thousand Dollars (\$2,550,000)** (the “Capital Investment Reimbursement”) from funds currently available to the City in accordance with the following:

1. **Five-Hundred Thousand Dollars (\$500,000)** will be paid upon conveyance of the Restaurant Property to MAD and execution of a ground lease or license agreement with MAD for the Park Property; and
2. **Two-Hundred and Fifty-Thousand Dollars (\$250,000)** will be paid when the Project Improvements are Green Tagged, and upon issuance of a certificate of occupancy by the City for both restaurants; and
3. The City agrees to waive fees for plan submittal and review, platting, zoning, building and construction permits, surveys, and all inspection fees generated by the Project, and the total amount waived under this section for the Project shall be

credited to the City and deducted from the Capital Investment Reimbursement amount owed to MAD. However, MAD shall pay all other City fees not identified in the preceding sentence, including, but not limited to, water and sewer impact fees, drainage utility fees, roadway impact fees, and any fees for tree replacement or mitigation, if any; and

4. Public infrastructure or other project improvements that are eligible to be reimbursed pursuant to Texas Tax Code Ch. 311, may be reimbursed from tax increment funding available in the fund for the Zone in accordance with the project and financing plan for the Zone, subject to approval by the Board of Directors for the Zone; and
5. Annual payments of **Two-Hundred and Fifty-Thousand (\$250,000)** (beginning with the first anniversary after the date of the issuance of a certificate of occupancy for both restaurants) shall be made by the City, until the total not to exceed amount of the Capital Investment Reimbursement is met; however, each annual payment is contingent on written certification from MAD and verification by the City that both restaurants have continuously operated without any interruption exceeding more than thirty (30) days during the respective year for which a request for Payment is made; and
6. MAD will submit a written request for Payment to the City for any eligible Capital Investment Reimbursement amount with attached backup documentation to include paid invoices and copies of bank or credit card statements from MAD supporting the request for Payment. Upon review and approval of submitted invoices from MAD, the City will pay the approved invoice in the form of an electronic funds transfer (“EFT”) reimbursement within thirty (30) days of receipt.

ARTICLE IV. DEFINITIONS

4.01 CAPITAL INVESTMENT means the total estimated cost of design, material, and labor paid by MAD for the required Project Improvements, and permit fees, which shall collectively be no less than **\$7,000,000.00**, upon 100% final completion of the Project Improvements.

4.02 CITY means the City of Saginaw, Texas.

4.03 PROPERTY means approximately 2.50 acres of land owned by the City of Saginaw located at 400 S. Saginaw Blvd. and 405 S. Belmont St., City of Saginaw, Texas 76179, as more fully shown and identified on the attached **Exhibit D** (the “Restaurant Property”) and **Exhibit D-1** (the “Park Property”).

4.04 MAD means _____ [MAD SAGINAW UMBRELLA ENTITY],
_____ [REAL ESTATE ENTITY], _____ [JAKES ENTITY], and/or
_____ [T&A ENTITY],

4.05 PAYMENT means the payments of the Capital Investment Reimbursement economic development incentive grant(s) by the City to MAD pursuant to Section 3.01 of this Agreement.

4.06 PROJECT OR PROJECT IMPROVEMENTS means collectively, two (2) restaurants totaling a minimum combined building size of _____ square feet, with name and branding approved by the City, in addition to an outdoor public area to serve restaurant customers and the general public, and correlating site improvements. The elevations, design standards, and materials required for construction of the Project are generally shown in Exhibits A, B, and C, which are attached to and hereby made a part of this Agreement, and MAD hereby agrees to construct the Project, and any improvements related thereto in accordance with the plans approved by the City.

4.07 EVENT OF BANKRUPTCY OR INSOLVENCY means the commencement of any proceedings under any bankruptcy or insolvency laws by or against MAD and such proceedings are not dismissed within ninety (90) days after the filing thereof.

4.08 PREAPPROVED LOAN GUARANTEE LETTER means a letter from a financial lending institute, in a form acceptable to the City, approving a loan to _____ [MAD SAGINAW RE Entity], or Carter Wilson, or Courtney Lindley, or Bob Gregg (each collectively or individually) to build the Project as stated in this Agreement.

4.09 GREEN TAGGED means inspected and passed inspection by City Building Official, so that a certificate of occupancy may be issued by the City, which shall occur no later than December 31, 2027, subject to any extensions approved by the City in writing.

ARTICLE V.
COVENANTS AND PERFORMANCE MEASURES OF _____
[MAD SAGINAW ENTITY]

5.01 As conditions precedent and in consideration of the City grants and incentives under this Agreement, MAD agrees to the following:

- (a) Provide City with a Preapproved Loan Guarantee Letter from an accredited bank or lending institution within one hundred twenty (120) days after executing this Agreement; and
- (b) Design and obtain necessary permits for MAD and its contractors to erect a coming soon sign advertising the Project no later than one hundred twenty (120) days after the conveyance the of Restaurant Property from the City; and
- (c) Facilitate, submit and obtain all necessary approvals required by any applicable laws and ordinances, including, but not limited to, zoning, engineering, architectural plans, surveying, site plans, material testing, and any other professional due diligence actions and approvals required for full and complete construction of the Project Improvements in accordance with the plans and specifications for the Project; and
- (d) Have all site work permitted and completed according to all City Codes and Ordinances and have all building materials ordered (if building shells are not already going vertical) by twelve (12) months of conveyance of the Restaurant Property; and
- (e) Have all restaurant buildings and related improvements erected and Green Tagged

by the City by December 31, 2027, subject to any extensions approved by the City in writing; and

- (f) Provide the City with documentation satisfactory to the City in the form of copies and proof of paid receipts and pictures of completed work, with a request letter for Payment showing the work performed under Section 3.01(b) related to the Capital Investment Reimbursement for the Project; and
- (g) Comply with all subdivision regulations, building codes, and other ordinances of the City applicable with the Project; and
- (h) Enter into a ground lease or license agreement for the Park Property with the City, which will be executed to be effective upon the date of conveyance of the Restaurant Property; and
- (i) As an additional performance measure, MAD shall retain or create in the City at least fifty (50) jobs during the first year of operation of the restaurants. The Parties agree that this performance measure is made in compliance with Chapter 380 of the Texas Local Gov't Code.

5.02 Regulations Regarding Building Products, Materials, or Methods. The Parties find that the Project constitutes an area of architectural importance and significance and the City Council of City hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, MAD voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the applicable zoning district (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building for the Project, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, MAD voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: (a) the City will not issue any permits for the Project in violation of this section; (b) the covenants contained within this section constitute a material term of this Agreement; (c) MAD's voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City to authorize the payments to MAD described herein; (d) the covenants contained herein shall run with the land and shall bind MAD and all successors and assigns; and (e) this section shall survive termination or expiration of this Agreement.

ARTICLE VI. DUTIES OF CITY

6.01 As conditions precedent and in consideration of the City grant, City agrees to the following:

- (a) The City will convey the Restaurant Property to _____ [MAD SAGINAW REAL ESTATE ENTITY], “AS IS, WHERE IS, AND WITH ALL FAULTS” in the form of a special warranty deed to be provided by the City for the purchase price of Ten Dollars (\$10.00) after MAD provides a Preapproved Loan Guarantee Letter acceptable to the City; and
- (b) The City agrees to coordinate with MAD to ensure that replatting and rezoning of the Property meets all applicable municipal requirements and align with the intended use of the Property as outlined in this Agreement; and
- (c) The City will approve and allocate incentives from lawfully available funds from the City’s budget for reimbursement of actual direct costs of the Project not to exceed \$2,550,000.00 in the form of an economic development incentive grant for the Capital Investment Reimbursement as provided in Section 3.01(b) above; and
- (d) Prior to conveyance of the Restaurant Property, the City will cause the existing structures on the Property to be abated and demolished in accordance with all applicable laws to the satisfaction of MAD; and
- (e) The City will enter into a ground lease or license agreement for the Park Property with MAD, which will be executed to be effective upon the date of conveyance of the Restaurant Property.

ARTICLE VII. GENERAL PROVISIONS

7.01 Termination and Default. This Agreement may be terminated in accordance with any of the mechanisms listed below:

- (a) Mutual written agreement to terminate between the City and MAD.
- (b) If MAD files any false or fraudulent documentation concerning the application, expenses, or receipt of Payments or reimbursement pursuant to this Agreement, the City may unilaterally terminate this Agreement if MAD does not cure the breach within thirty (30) days of receiving a written notice by the City.
- (c) If either party defaults or breaches this Agreement, the non-defaulting/non-breaching party may unilaterally terminate this Agreement if the default or breach is not cured within thirty (30) days of the delivery of written notice from the non-defaulting/non-breaching party.
- (d) If any taxes, fees, impositions, or charges owed to the City, or the State of Texas by MAD become delinquent and are not paid within thirty (30) days of the delivery of written notice by the City or the City (provided, however, that such taxes, fees, or

charges shall not be considered delinquent for purposes of this section until any proper and timely protest or contest of such taxes, fees, or charges has become final), the City may unilaterally terminate this Agreement upon written notice to MAD.

- (e) The City may terminate this Agreement upon written notice to MAD if the Project constructed by MAD fails to comply with this Agreement and any appropriate City codes and ordinances at any stage of construction and is not cured within sixty (60) days of written notice by the City.
- (f) If MAD suffers an Event of Bankruptcy or Insolvency, the City may unilaterally terminate this Agreement in compliance with applicable law governing the proceeding.
- (g) If any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal, this Agreement shall automatically terminate without further action of the Parties.

7.02 Recapture Provision. The intent of this provision is to protect the public interests and purposes of the City in accordance with Texas Local Gov't Code Chapter 380, Texas Local Gov't Code Ch. 253, and the Texas Constitution, and to ensure the Project is built according to this Agreement in a timely manner.

- (a) If MAD fails to complete the Project in accordance with Section 5.01(d) and Section 5.01(e) and does not cure the deficiencies within ninety (90) days of being notified by the City, the City may pay MAD for the Green Tagged portions of the Project, in an amount not to exceed the Capital Investment Reimbursement paid by the City based on actual receipts, after which, the Project Improvements and portion of the Restaurant Property conveyed to MAD will revert to the City, and the special warranty deed from the City conveying the Restaurant Property shall include an automatic reverter provision to ensure enforcement of this condition.
- (b) In addition to Section 7.02(a) above, the ground lease or license agreement to use the Park Property shall automatically terminate and any permanent improvements thereon shall be owned by the City without any addition action by the City.

7.03 Right of First Refusal (ROFR).

- (a) **Triggering Events.** The City shall have the option to repurchase the Restaurant Property and terminate the ground lease or license agreement to use the Park Property if the following conditions are met:
 - i. The Restaurant Property, or any portion thereof, becomes available for sale anytime within five (5) years from the date the Restaurant Property is conveyed to MAD (Condition 1); and
 - ii. Both Jakes and Split Rail cease operations on the Restaurant Property (Condition 2); and

iii. The intended use of the Restaurant Property is determined by the City to be a downgrade from its current restaurant use (Condition 3).

- (b) **Opportunity to Match Fair Market Price.** Should the triggering conditions be met, before offering the Restaurant Property, or any portion thereof, for sale on the open market or accepting a bona fide offer for the same from a third-party that is not an affiliate or assignee of MAD, MAD shall provide the City with written notice of its intent to sell, along with the proposed fair market value listing price. The City shall have thirty (30) days from receipt of such notice to exercise its right to purchase the Restaurant Property at the fair market value listing price, or the bona fide offer, whichever is less. If the City exercises its right to purchase the Restaurant Property, the transaction must close within forty-five (45) days of the City's election to purchase.

If the City does not exercise its right within the thirty (30) day period, the Seller may proceed with marketing and selling the Restaurant Property, or a portion thereof, to third-parties under the same terms and conditions.

(c) **Exemptions:**

- i. If the sale of the Restaurant Property is strictly an investment sale to an affiliate or assignee without operational changes, the City shall not have any repurchase rights under Section 7.03.
- ii. If the Restaurant Property, or a portion thereof, is sold to an affiliate or assignee, but continues to be used as a restaurant or similar dining establishment that is not a downgrade from its current restaurant use (Condition 3 above), the City shall not have any repurchase rights under Section 7.03.

7.04 Indemnification. THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF MAD OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. MAD HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS CITY COUNCIL, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "CITY REPRESENTATIVES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES) ARISING FROM THE ACTS OR OMISSIONS OF MAD OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. MAD DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE CITY REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM MAD'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF MAD, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES,

SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES). NOTWITHSTANDING THE FOREGOING IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY REPRESENTATIVES AND MAD, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY REPRESENTATIVES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7.05 Access to Information. MAD agrees to provide the City access to information related to the construction of the improvements and Project during regular business hours, upon reasonable notice. The City shall have the right to require MAD to submit any reasonable, non-confidential necessary information, documents, invoices, receipts or other records to verify costs of the improvements and Capital Investment costs related to the Project, and compliance with the terms of this Agreement, including without limitation in Section 4.05. MAD understands and agrees that, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the Parties may be required to submit to the comptroller the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the comptroller considers necessary to operate and update the database described by Section 403.0246, Government Code. Upon the City's written request, MAD agrees to provide the City, within thirty (30) days of MAD's receipt of such request, access to contract documents, invoices, receipts, records, and reports to verify MAD's compliance with this Agreement.

7.06 Mutual Assistance. MAD and the City shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions.

7.07 Representations and Warranties. MAD represents and warrants to the City that they will not violate any federal, state, or local laws in operating the business, and that all improvements to the Property for the Project shall conform to the applicable building codes, zoning ordinances, and all other ordinances and regulations.

7.08 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.

7.09 Attorney's Fees. In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of

such action.

7.10 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transaction contemplated herein.

7.11 Amendment. This Agreement may only be amended or altered by written instrument signed by the Parties.

7.12 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. MAD may not assign all or part of its rights and obligations hereunder without the prior written approval of the City.

7.13 Notice. Any notice and/or statement required to be delivered pursuant to this Agreement shall be deemed delivered upon depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the Parties in writing and identified as an address to be utilized for notices under this Agreement:

[TBD REAL ESTATE ENTITY]:

[TBD JAKES ENTITY] :

[TBD SPLIT RAIL ENTITY] :

City:

Attn: Gabe Reaume, City Manager
333 W. McLeroy, Blvd.
Saginaw, TX 76179
Phone: 817-230-0324
Email: greaume@saginawtx.org

7.14 Interpretation. Regardless of which party drafted 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 nor against any party.

7.15 Applicable Law. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, without regard for conflict of laws principles, and exclusive venue shall lie in the courts, whether state or federal, of Tarrant County, Texas.

7.16 Severability. In the event any provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, such provision shall be replaced in this Agreement with a provision that is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

7.17 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.

7.18 No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties.

7.19 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court order, declaration of disaster due to pandemic, terrorist attacks, riots, insurrection, war, fire, earthquake, flood or other natural disaster, or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.20 Compliance with Law. MAD covenants and certifies that it does not 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 MAD, Carter Wilson, Courtney Lindley, or Bob Gregg are convicted of a violation under 8 U.S.D. Section 1324a(f) while the Project is being completed, MAD shall repay the City any incentive funds paid to MAD as part of the Project. Repayment shall be paid within one hundred and twenty (120) days after the date MAD receives notice of violation from the City.

7.21 Independent Contractor. It is understood and agreed that the relationship of MAD to the City shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to (1) make MAD the servant or employee of the City, or (2) create any partnership, joint venture, or other association between MAD and the City.

7.22 Approval by the City of Saginaw, Texas. This Agreement was approved by the City at its regular City Council meeting on _____ [DATE].

7.23 Texas Boycott Prohibitions. To the extent required by Texas law, MAD verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code Ch. 2271 and §808.001 and it will not boycott Israel during the term of this Agreement; (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and

2274.001, and it will not boycott energy companies during the term of the Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

7.24 Ethics Disclosure. To the extent required by law, MAD represents that it has completed a Texas Ethics Commission (the “TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Gov’t Code Ch. 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by MAD and the City has not verified such information.

7.25 Rough Proportionality. The Parties agree that all conveyances, dedications, construction costs and other payments, if any, made by MAD related to the Project are roughly proportional to the need for such improvements created by the development of the Project and MAD hereby waives any claim therefore that it may have. MAD further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the conveyance, dedication, construction costs and other payments, if any, for the Project and any public improvements are related both in nature and extent to the impact of the Project. MAD waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Project.

7.26 Governmental Immunity. To the extent a Court of competent jurisdiction determines that the City’s governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov’t Code, as amended, the City’s immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov’t Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

7.27 Annual Appropriations. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, the City agrees during the term of this Agreement to make a good faith effort to appropriate funds to pay the grants and incentives for this Agreement. None of the obligations of City under this Agreement shall be pledged or otherwise encumbered by MAD in favor of any lienholder, commercial bank, lender, or similar person, or financial institution, without the City’s express written consent.

7.28 Full Execution Required. This Agreement will not be binding on any party unless fully executed by all Parties, and the last date signed below shall be the Effective Date of the

Agreement.

----- Signature Pages and Exhibits Follow -----

**CITY OF SAGINAW, A TEXAS
HOME RULE MUNICIPALITY**

Gabe Reaume, City Manager

Date: _____

ATTEST:

Vicky Vega, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney

City of Saginaw, TX - Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Gabe Reaume, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the City Manager of the City of Saginaw, Texas, and that he is authorized by said to execute the foregoing instrument as the act of such City of Saginaw, Texas, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

(SEAL)

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

[MAD ENTITIES]

Date: _____

[MAD ENTITIES] Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the acting partner of _____ [TBD ENTITIES] and that he is authorized by said to execute the foregoing instrument as the act of such _____ for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

(SEAL)

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

DRAFT

EXHIBIT A

Site Plan & Rendering

[For Illustrative Purposes Only]

DRAFT

EXHIBIT B

Jakes Elevations
[For Illustrative Purposes Only]

DRAFT

EXHIBIT C

Split Rail Elevations
[For Illustrative Purposes Only]

DRAFT

EXHIBIT D

THE RESTAURANT PROPERTY

METES & BOUNDS DESCRIPTION

BEING a 95,525 square foot (2.1929 acre) tract of land situated in the J. Armendaris Survey, Abstract No. 58 & 59, City of Saginaw, Tarrant County, Texas, and being part of Block 4 of the Original Town of Saginaw, Tarrant County, Texas, according to the plat recorded in Volume 106, Page 21, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with "KHA" cap set at the northwest corner of said Block 4, and being a point in the intersection of the southeast right-of-way line of West Franklin Avenue (a 60 foot right-of-way) and the northeast right-of-way line of South Belmont Street (a 60 foot right-of-way), from which a 1/2-inch iron rod with "FULTON SURVEYING" cap found for the northwest corner of that certain tract of land described in the Receiver's Deed to Juan Valle, recorded in Instrument No. D216239784, Official Public Records, Tarrant County, Texas, bears South 68°06'19" West, a distance of 210.00 feet;

THENCE North 68°06'19" East, along the north line of said Block 4, a distance of 289.00 feet to a mag nail set for corner, being the northwest corner of that certain tract of land described in the Right-of-Way Deed to the State of Texas recorded in Volume 1468, Page 47, said Deed Records, and being on the west right-of-way line of South Saginaw Boulevard, and being a point at the beginning of a non-tangent curve to the right with a radius of 3387.87 feet, a central angle of 05°14'51", and a chord bearing and distance of South 16°24'04" East, 310.17 feet;

THENCE in a southeasterly direction, along said west right-of-way line, and along said non-tangent curve to the right, an arc distance of 310.28 feet to a mag nail set for corner;

THENCE South 73°53'00" West, departing the said west right-of-way line, a distance of 133.02 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 16°07'37" East, a distance of 105.18 feet to a 5/8-inch iron rod with "KHA" cap set for corner in the south line of said Block 4, and being in the northwest right-of-way line of West Southern Avenue (a 50 foot right-of-way);

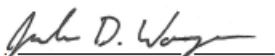
THENCE South 68°06'19" West, along the said south line and the said northwest right-of-way line, a distance of 116.39 feet to a 5/8-inch iron rod with "KHA" cap set for corner, being at the southwest corner of said Block 4, and being in the intersection of the said northwest right-of-way line and the aforementioned northeast right-of-way line of South Belmont Street, from which a 1/2-inch iron rod with "LBS 3946" cap found for the southwest corner of that certain tract of land described in the Warranty Deed with Vendor's Lien to Ronald C. Schiltz, et al., recorded in Instrument No. D215015350, said Official Public Records, bears South 68°06'19" West, a distance of 210.00 feet;

THENCE North 21°53'41" West, along the west line of said Block 4 and the said northeast right-of-way line, a distance of 400.00 feet to the **POINT OF BEGINNING** and containing 95,525 square feet or 2.1929 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the surveyed tract.


JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com

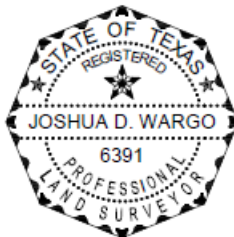


EXHIBIT A
J. ARMENDARIS SURVEY
ABSTRACT NO. 58 & 59
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRO	JOW	Sep. 2023	069427000	1 OF 2

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EXHIBIT D-1

THE PARK PROPERTY [TO BE SUBJECT TO A GROUND LEASE OR LICENSE AGREEMENT]

METES & BOUNDS DESCRIPTION

BEING a 12,884 square foot (0.2958 acre) tract of land situated in the J. Armendaris Survey, Abstract No. 58 & 59, City of Saginaw, Tarrant County, Texas, and being part of Block 4 of the Original Town of Saginaw, Tarrant County, Texas, according to the plat recorded in Volume 106, Page 21, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with "KHA" cap set at southwest corner of said Block 4, and being in the intersection of the northeast right-of-way line of South Belmont Street (a 60 foot right-of-way) and the northwest right-of-way line of West Southern Avenue (a 50 foot right-of-way), from which a 1/2-inch iron rod with "LBS 3946" cap found for the southwest corner of that certain tract of land described in the Warranty Deed with Vendor's Lien to Ronald C. Schiltz, et al., recorded in Instrument No. D215015350, said Official Public Records, bears South 68°06'19" West, a distance of 210.00 feet;

THENCE North 68°06'19" East, along the southeast line of said Block 4 and along the said northwest right-of-way line, a distance of 116.39 feet to a 5/8-inch iron rod with "KHA" cap set for the **POINT OF BEGINNING**;

THENCE North 16°07'37" West, departing the said southeast line and the said northwest right-of-way line, a distance of 105.18 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North 73°53'00" East, a distance of 133.02 feet to a mag nail set for corner in the west right-of-way line of South Saginaw Boulevard, and being in the west line of that certain tract of land described in the Right-of-Way Deed to the State of Texas recorded in Volume 1468, Page 47, said Deed Records, and being the beginning of a non-tangent curve to the right with a radius of 3387.87 feet, a central angle of 01°33'44", and a chord bearing and distance of South 12°59'46" East, 92.37 feet;

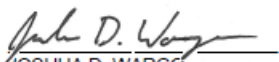
THENCE in a southerly direction, along said west right-of-way line, and along said non-tangent curve to the right, an arc distance of 92.37 feet to a mag nail set for corner in the southeast line of said Block 4, and being in the intersection of the said west right-of-way line and the aforementioned northwest right-of-way line of West Southern Avenue;

THENCE South 68°06'19" West, along the aforementioned southeast line of said Block 4 and the said northwest right-of-way line, a distance of 128.63 feet to the **POINT OF BEGINNING** and containing 12,884 square feet or 0.2958 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the surveyed tract.


JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
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UNIT 11 SUITE 1300
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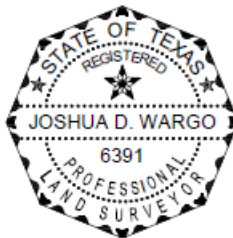


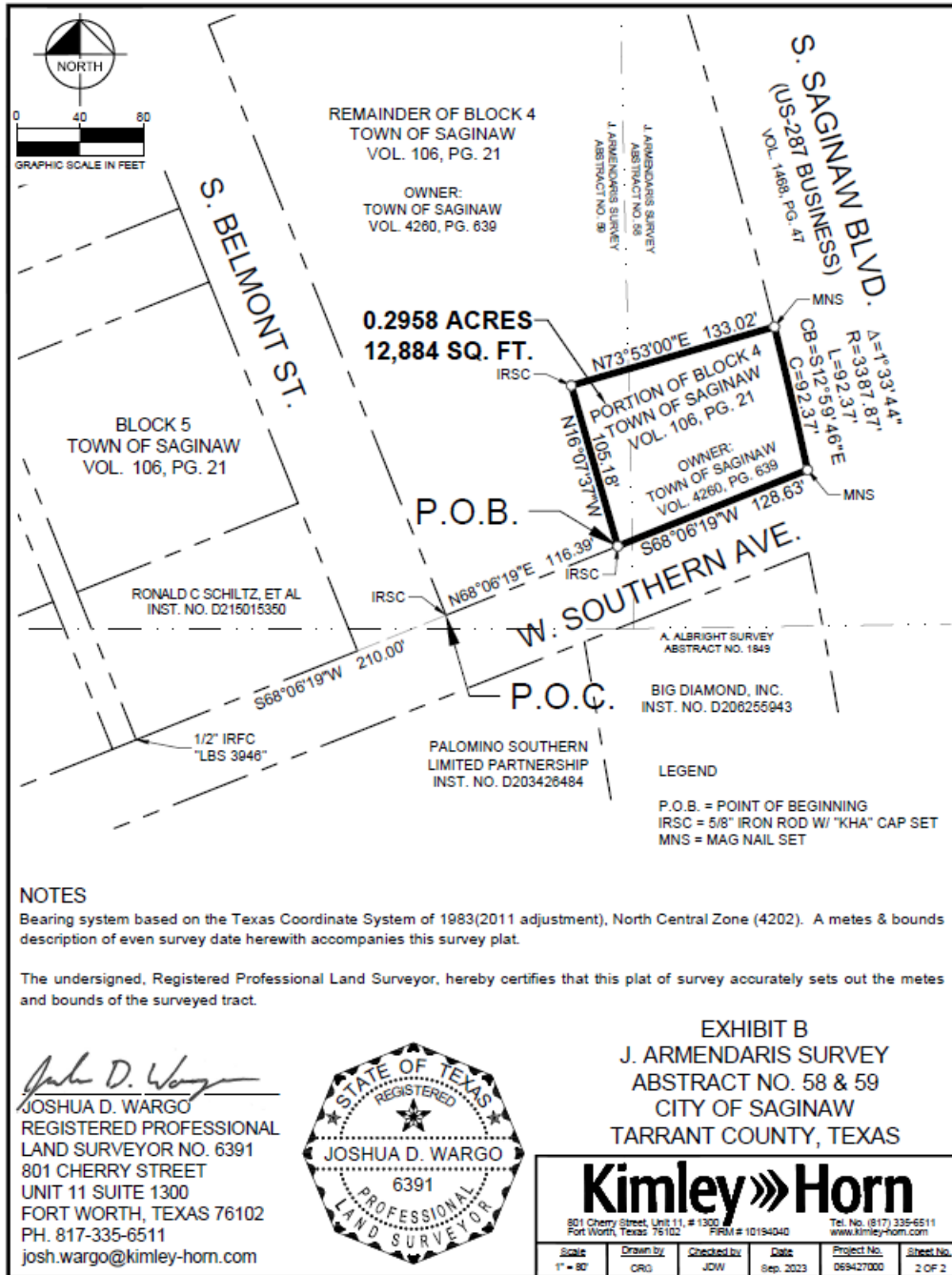
EXHIBIT B
J. ARMENDARIS SURVEY
ABSTRACT NO. 58 & 59
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	JDW	Sep. 2023	069427000	1 OF 2

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City Council Memorandum

B. Any Posted Item

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Executive Session Item: 5B.
Reference File	
Community Goals	



D. Building Improvement Grant Application -- 416 Belmont St.

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Executive Session Item: 5D.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

text placeholder

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



City Council Memorandum

A. Adjournment--Todd Flippo, Mayor

Meeting	Agenda Group
Tuesday, May 6, 2025, 6:00 PM	Adjournment Item: 6A.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

text placeholder

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A