

City of Saginaw

Meeting and/or Executive Session Agenda
Saginaw City Hall Council Chamber
333 W. McLeroy Blvd Saginaw, TX 76179

July 5th, 2023, 6:00 PM
Council Chamber
333 West McLeroy Boulevard
Saginaw, Texas 76179

Est. Duration: 3 hr 10 min

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

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside to respond to a page or to conduct a phone conversation. The City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required please contact the City Secretary a minimum of 72 hours in advance at 817-232-4640.

1: Call To Order

- 1A. Pledges
- 1B. Call To Order -- Todd Flippo, Mayor
- 1C. Invocation
- 1D. Audience Participation--On the Video Screen

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, June 6, 2023--Janice England, City Secretary
- 2B. Action Regarding Capital Improvements Advisory Committee Recommendation--Randy Newsom, Director of Public Works
Action Regarding Capital Improvements Advisory Committee Recommendation regarding Land Use Assumptions and Impact Fees
- 2C. Action Regarding Acceptance of Right-of-Way Dedication and Agreement to Accept Donation of Right-of-Way for the FM 156 at Industrial Intersection Project (CSJ #0718-02-076) from QT South, LLC--Randy Newsom, Director of Public Works

3: Proclamations-Presentations

- 3A. Recognition of the City's Delegation to the 2023 All American City Award-- Todd Flippo, Mayor
- 3B. Update on Retail Recruitment Efforts--Keith C. Rinehart, Director of Community & Economic Development and Cary Everitt, The Retail Coach
- 3C. Presentation of Needs Assessment and possible Design Options of John Ed Keeter Building Remodel--Michael H. Lloyd, Principal Architect.
- 3D. Presentation of Capital Improvement Plan--Trenton Tidwell, P.E., Kimley-Horn & Associates
- 3E. Presentation of Switchyard Parking Evaluation--Trenton Tidwell, P.E., Kimley-Horn & Associates

4: Public Hearings

- 4A. PUBLIC HEARING--Applicant Rezone 304 S. Hampshire -- Salvador Gonzalez Jr., Management Analyst
Consideration and Action Regarding Approval of an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Regarding a Change in Zoning from Single-Family Housing (SF2) To Duplex (DX) on the Approximate .2812 acres out of Saginaw Block 11 Lot 11A4, More Commonly Known As 304 S. Hampshire Street Saginaw, Texas 76179 (Per TAD).

4B. PUBLIC HEARING--Applicant Rezone 800 W. McLeroy (Ordinance No. 2023-19) --Salvador Gonzalez Jr., Management Analyst

Consideration and Action Regarding a Request to Amend the Zoning Ordinance of the City of Saginaw, Texas, regarding a request for A Conceptual Development Plan Associated with an Application for A Planned Development Zoning with Multifamily Use for Land Described As 3 Acres of Land Out of Albright, Alexander F Survey Abstract 1849 Tract 2A, more commonly known as 800 West McLeroy Boulevard, Saginaw, Texas 76179 (Per TAD).

4C. PUBLIC HEARING--Applicant Rezone PD Amendment Winsome Living (Ordinance No. 2023-20) --Salvador Gonzalez Jr., Management Analyst

Consideration and Action for A Request for Rezoning to Amend The Beltmill Planned Development District, Created in Ordinance No.2020-24, To Change the Development Plan and Development Standards Contained In Exhibit B and Exhibit C by Revising Screening Requirements and Building Separation Requirements for Tract 3B, legally described as 45.069 Acres Out of the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas.

5: Business

5A. Consideration and Action Regarding Approval of a Site Plan for Winsome Living -- Salvador Gonzalez Jr., Management Analyst

Consideration and Action Regarding Approval of a Site Plan for Tract 3B of the Beltmill Planned Development, legally described As the 45.069 acres out of the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas.

5B. Consideration and Action Regarding Employee Assistance Program with Alliance Work Partners--Melanie McManus, Director of Human Resources

5C. Consideration and Action Regarding Employee Assistance Program with Responder Health--Melanie McManus, Director of Human Resources

5D. Consideration and Action Regarding for subcommittee for Board Appointments. -- Todd Flippo, Mayor

5E. Consideration and Action Regarding Bid Rejection and Rebid for East Cement Creek Phase 2 -- Randy Newsom., Director of Public Works

5F. Consideration and Action Regarding Adoption of Resolution No. 2023-14 for Support of SS4A Funding Application--Trenton Tidwell, P.E., Kimley-Horn & Associates

5G. Consideration and Action Regarding Emergency Jail A/C Replacement-- Russell Ragsdale, Chief of Police

5H. Consideration and Action Regarding Emergency Expenditure for the Police Department A/C Unit -- Russell Ragsdale, Chief of Police

5I. FY2023/2024 Budget Workshop-- Kim Quin, Finance Director

6: Executive Session

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

6A. 551.071. Texas Government Code.

6B. Any Posted Item

6C. 551.087 Texas Government Code.

6D. Building Improvement Grant Application--1029 N. Saginaw Blvd.

7: Adjournment

7A. Adjournment--Todd Flippo, Mayor

Signature:



City of Saginaw
City Council Memorandum

Prepared By: Janice England

Action regarding Minutes, June 6, 2023--Janice England, City Secretary

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Consent Agenda	Item: B
Reference File	Presented By	

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on June 6th are presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
JUNE 6, 2023**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Paul Felegy
Councilmember	Nicky Lawson
Councilmember	Randy Edwards
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Trenton Tidwell, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Lee Howell
Finance Director	Kim Quin
City Secretary	Janice England
Asst. Police Chief	Brandon Badovinac
Fire Chief	Doug Spears
Emergency Mgmt. Coordinator	Jennifer Nieder
Director of Public Works	Randy Newsom
Director of Human Resources	Melanie McManus
Director of Comm. & Eco Dev.	Keith Rinehart
Library Director	Ellen Ritchie
Communications Manager	Pedro Zambrano
Chief Building Official	Larry Little
Executive Assistant	Debra Thomas
Deputy Building Official	Chris Dyer
Combination Inspector	Jarid Smith
Code Compliance Manager	Jeremy Roberson
Permit Tech	Jennifer Wheeland
Police Officer	Dustin Mayhue

Absent from the meeting:

Police Chief	Russell Ragsdale
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Visitors at the meeting:

Charles Tucker	Glenn Reeves
Jose Wheeland	Barbara Hawthorne
Harold Hawthorne	Debra Higgins
Brack St. Clair	John Peet
Jeffrey Jensen	Ronnie Horton
Shanna Goff	Doug Goff
Danny Copeland	Matt Regan

(1) Call to Order

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Pastor Ronnie Mills of the Kingdom Chapel gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, May 2, 2023

b. Action regarding Minutes, May 16, 2023

c. Action regarding Building Improvement Grant Agreement with JD & Co Hair Studio (712 S. Saginaw Blvd.)

Summary: On Tuesday, May 16, 2023, the City Council received information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted by JD & Co Hair Studio in regards to their property located at 712 S. Saginaw Blvd. The City Council determined in that session to award an amount not-to-exceed \$3,500 in reimbursable and matching dollars for the anticipated improvements as proposed on their application. The proposed agreement is the realization of that intention. The maximum financial impact will be \$3,500 from Account 01-6142-13, Building Improvement Grants.

d. Action regarding the Purchase of Email Network Monitoring Equipment and Software

Summary: Network alarm appliance and software detects, automatically investigates and responds to threats in real-time. Creating an understanding of how the organization operates, and monitors for events that are malicious and abnormal to the environment to reduce cyber risk of ransomware or any other attacks. Network and email-monitoring software communicate to create full loop monitoring of the network to easily remediate threats that spread throughout the environment such as any malicious software, any links that may contain viruses, account compromises and any spoofing that may occur. The cost of this security enhancement is \$30,000 and will be funded with General Fund balance.

e. Action regarding Task Order No. 1 Amendment No. 2 with Cobb, Fendley & Associates, Inc. to provide Utility Adjustment Coordination Services for the FM156 at Industrial Intersection Project (CSJ# 0718-02-076)

Summary: Fuel City Saginaw, LLC has led an effort to secure authorization for a Texas Department of Transportation (TXDOT) project to improve the intersection of FM156 (Blue Mound Road) and Industrial Avenue. The project was funded through the North Central Texas Council of Governments COVID-19 Infrastructure Project. The City of Saginaw is taking the lead as the Local Sponsor. On September 20, 2022 the City Council authorized a contract (Task Order No. 1) for utility coordination with Cobb, Fendley & Associates in the amount of \$41,402. The contract provided for general utility coordination including identification of the utility companies having facilities in the project corridor, transmittal of plans, communication with utility companies and meetings regarding conflicts identified. The contract is on an hourly not to exceed basis. On February 21, 2023, the City Council authorized Amendment No. 1 to Task Order No. 1 with Cobb, Fendley & Associates to provide additional funds to comply with Texas Department of Transportation requirements for relocation within

state and city right-of-way. The amendment was necessary to comply with the State's requests for additional information and management of the utility clearance process and the effort to accomplish that. The relocation process has resulted in two design plan modifications to avoid a ten inch gas main. The relocation, if required, could potentially cost the City \$400,000. In addition to increased coordination efforts with TXDOT, the City, and utility companies, the design modifications have unfortunately also impacted Cobb, Fendley & Associates' budget in managing the utility clearance process. Amendment No. 1 included \$36,530 in optional services that generally included preparation of exhibits and layouts for identified conflicts as directed by TXDOT. It appears that these services will not be necessary. The proposed amendment outlines the increased budget and associated tasks. Staff is recommending that Amendment No. 2 be approved and the \$36,530 previously allocated for the optional services be applied to the remainder of the scope so that work will continue. The overall cost of the contract will remain at the approved amount of \$107,140.

f. Action regarding Memo of Understanding for Library Courier serving the MetroShare Community of Libraries

Summary: The proposed Memo of Understanding (MOU) establishes the internal courier that serves the MetroShare Community of Libraries. The Benbrook Library District provides the courier vehicle and personnel, while each of the member libraries pay a proportionate share of the costs. The courier transports books, media, and other materials back and forth between all eleven (11) libraries, enabling us to provide a wide variety of library materials to our patrons in a timely fashion. The MetroShare courier currently stops at the Saginaw Public Library twice a week. The annual cost is \$853. Funds for this expenditure are available in the Library's budget in the General Fund.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Felegy to approve the Consent Agenda as presented. Motion carried unanimously. 6-0-0-0

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

Against: None

Abstain: None

Absent: None

(5) Introduction of new Emergency Management Coordinator Jennifer Nieder

Fire Chief Spears introduced Emergency Management Coordinator Jennifer Nieder to the Council. She briefly shared her experience and background.

(6) Oath of Office for Councilmember Place 4

City Secretary England administered the Oath of Office for Councilmember Place 4 Randy Edwards.

Councilmember Edwards took his seat with the Council.

(7) Election of Mayor Pro-Tem

Councilmember Bighorse nominated Councilmember Junkersfeld to serve as Mayor Pro-Tem. There being no other nominations, the City Council concurred to appoint Councilmember Junkersfeld to the position of Mayor Pro-Tem.

(8) Consideration and Action regarding Appointment of Councilmember Edwards to Crime Control and Prevention District Board of Directors

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Felegy to approval the removal of former Councilmember Tucker and appointment of Councilmember Edwards to the Crime Control and Prevention District Board of Directors. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(9) Consideration and Action regarding Appointment of Councilmember Edwards to Tax Increment Reinvestment Zone No. 1 Board of Directors

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Copeland to approval the removal of former Councilmember Tucker and appointment of Councilmember Edwards to the Tax Increment Reinvestment Zone No. 1 Board of Directors. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(10) Consideration and Action regarding the 2023 Employee Survey – Work Plan Project

Motion was made by Councilmember Lawson with a second by Mayor Pro-Tem Junkersfeld to approve the 2023 Employee Survey with the stipulation that the survey questions not go out to employees until reviewed and voted on by the City Council. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(11) Consideration and Action regarding Award of Bid for the Saginaw Kiwanis Veterans Memorial Relocation

Director of Public Works Newsom explained that bids were opened recently for the Veterans Memorial Relocation Project. A total of six (6) bids were received with the lowest responsive bidder being Cole Construction, Inc. with a bid in the amount of \$233,895.

Mr. John Peet addressed the Council and expressed his support of the relocation plans with the flag poles being located near the entrance and the original name “Kiwanis Veterans Memorial” kept. Ms. Debra Higgins of the Saginaw Kiwanis Club addressed the Council. She reminded everyone that the Kiwanis Club was instrumental in the initial park. She added the Kiwanis Club doesn’t oppose the relocation but would like the name to remain the same. Director of Public Works Newsom stated that a historical plaque was suggested to be placed at the new location that will include the history and involvement of the Kiwanis Club. He added that plans are to begin the relocation project as soon as possible in order to be completed in time for Veterans’ Day in November.

Motion was made by Councilmember Edwards with a second by Councilmember Copeland to approve the bid from Cole Construction, Inc. in the amount of \$233,895 as presented since the Kiwanis Club and Mr. Peet are in agreement with the proposal. Motion carried unanimously. 7-0-0-0

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

Against: None

Abstain: None

Absent: None

(12) Building and Code Compliance Presentation

Deputy Building Official Dyer and Executive Assistant Thomas gave a presentation on building safety, code compliance, rental registrations, and building permits including the accomplishments and future goals of the Building and Code Compliance Departments.

(13) FY2023/2024 Budget Workshop

Finance Director Quin gave a brief presentation regarding the FY2023/2024 budget. She also explained the calculation of the tax rate including the no new revenue tax rate, the voter approval tax rate, and the deminimis tax rate.

(14) Executive Session

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

a. Any Posted Item

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

a. City Manager

Mayor Flippo declared the meeting recessed in to Executive Session at 7:28 p.m.

Mayor Flippo declared the meeting back in Regular Session at 8:42 p.m.

(15) Adjournment

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

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

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of June 6, 2023 adjourned at 8:42 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo

City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Action Regarding Capital Improvements Advisory Committee Recommendation--Randy Newsom, Director of Public Works

Action Regarding Capital Improvements Advisory Committee Recommendation regarding Land Use Assumptions and Impact Fees

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Consent Agenda	Item: C
Reference File	Presented By	

BACKGROUND/DISCUSSION:

text placeholder

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

Date: 06/27/2023

Recommendation to Council:

Motion was made by David Kraus with a second by
Jason LaBryere to advise the City Council that the project
expenditures are on schedule and that land use assumptions are valid:

For:
All

William Burggraver

Phillip Allen

David Kraus

Jason LaBryere

Rodger Brandt

Against:

Absent:

Brent Wooten

Lainey Wood

Ed Larson



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Action Regarding Acceptance of Right-of-Way Dedication and Agreement to Accept Donation of Right-of-Way for the FM 156 at Industrial Intersection Project (CSJ #0718-02-076) from QT South, LLC--Randy Newsom, Director of Public Works

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Consent Agenda	Item: D
Reference File	Presented By	

BACKGROUND/DISCUSSION:

The FM 156 at Industrial Intersection Project is a Texas Department of Transportation project and funded through the North Central Texas Council of Governments COVID-19 Infrastructure Project. The City of Saginaw has taken the lead as the Local Sponsor having primary responsibility for utility clearance and right-of-way for the project. The project will require a future Advance Funding Agreement to finalize costs of the construction phase.

On October 18, 2022, City Council authorized Task 2 amendment to a professional services contract with Cobb, Fendley & Associates, Inc. (Cobb Fendley) to manage and negotiate right-of-way required for the FM 156 at Industrial Intersection Project (CSJ # 0718-02-076).

QT South, LLC. (QT) has provided the Right-of-Way Dedication, Agreement to Accept Donation of Right-of-Way and Temporary Construction License necessary to construct the project along their frontage.

The proposed right-of-way dedication is approximately 0.0106 acres of land. A Donation Agreement has been also been secured whereby the owner waives its right to an appraisal of the property and compensation. The Temporary Construction License allows contractor access to QT property for the construction of driveway.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that:

1. The right-of-way dedication from QT South, LLC be accepted and filed for Record in the Deed Records of Tarrant County, Texas, and,
 2. The Agreement to Accept Donation of Right-of-Way QT South, LLC be authorized.
- Agreement to Accept Donation of Right-of-Way

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

RIGHT-OF-WAY DEDICATION DEED

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

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

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

Should Grantee fail to commence construction on any of the Public Improvements within ten (10) years from the date this instrument is recorded, Grantor shall have the right to re-enter and take possession of the Property and declare a termination in favor of Grantor of the title, and of all the rights, title and interests in the Property and that such title, and all rights, title and interests to the Property, upon notice from the Grantor to Grantee ("Notice of Reversion"), shall revert to Grantor with such reversion to be effective as of the date of Grantor's recordation of the Notice of Reversion in the Tarrant County, Texas, Real Property Records (the "Reverter"). The

Notice of Reversion may be recorded by Grantor to establish conclusively the Reverter without any further action on the part of either party.

Grantor, as the fee simple owner of the Property, establishes the Reverter as terms covenants, conditions, and restrictions upon the Property. Grantor and Grantee stipulate that (a) the Reverter touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; and, (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated. The Reverter run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor and Grantee and their successors and assigns forever. TO HAVE AND TO HOLD that said Property unto the Grantee for the purposes herein set forth, so that neither Grantor nor any person or persons claiming under Grantor shall at any time have, claim or demand any right or title to the Property.

[Remainder of Page Intentionally Left Blank]

CERTIFICATE OF ACCEPTANCE

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

Dated: _____

Mayor, City of Saginaw

ATTEST:

City Secretary

AFTER FILING, PLEASE RETURN TO:

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

EXHIBIT "A"

Page 1 of 3
February 8, 2023

Legal Description

BEING 461 square feet (0.0106 acres) of land, more or less, situated in Tarrant County, Texas, in the John Hibbins Survey, Abstract Number 638, and being a portion of that called 2.0755 acre tract of land described by Quick Claim Deed executed May 2, 2020 to QT South, LLC, recorded in Document Number D220101248, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said QT tract also being known as that called 2.001 acre Block A, Lot 1B, Rancho North Industrial Unit No. 1, according to the map or plat effective August 20, 1992, recorded in Cabinet B, Page 751, O.P.R.T.C.T., and being further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found being the northwest corner of said Lot 1B and the northeast corner of a called 2.001 acre tract described as Block A, Lot 1A in said plat, in the south right-of-way line of Industrial Avenue, a variable width right-of-way, no deed of record found, from which a 1/2 inch iron rod with cap stamped RPLS 5199 found, being the southwest corner of said Lot 1B and the southeast corner of said Lot 1A, bears South 00° 25' 15" East, a distance of 300.04 feet;

THENCE North 89° 33' 58" East, along the common north line of said Lot 1B and said south right-of-way line of Industrial Avenue, a distance of 271.09 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set, being the **POINT OF BEGINNING** having surface coordinates of North 6,994,170.67 and East 2,323,967.32 and being the northwest corner of herein described tract;

- 1) **THENCE** North 89° 33' 58" East, along the common north line of said Lot 1B, said south right-of-way line of Industrial Avenue, and the north line of herein described tract, a distance of 28.22 feet to a 1/2 inch iron rod with illegible cap found, being the common northeast corner of said Lot 1B and the northeast corner of herein described tract at the intersection of said south right-of-way line of Industrial Avenue and the west right-of-way line of Farm to Market 156 (FM 156), also know as Blue Mound Road, a variable width right-of-way;
- 2) **THENCE** South 01° 14' 15" East, along the common east line of said Lot 1B, said west right-of-way line of FM 156, and the east line of herein described tract, a distance of 32.67 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set, being the southeast corner of herein described tract;
- 3) **THENCE** North 41° 42' 57" West, over and across said Lot 1B, along the west line of herein described tract, a distance of 43.47 feet to the **POINT OF BEGINNING** and containing 461 square feet (0.0106 acres) of land, more or less.

Legal Description

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

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

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

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

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

 2023-02-08

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



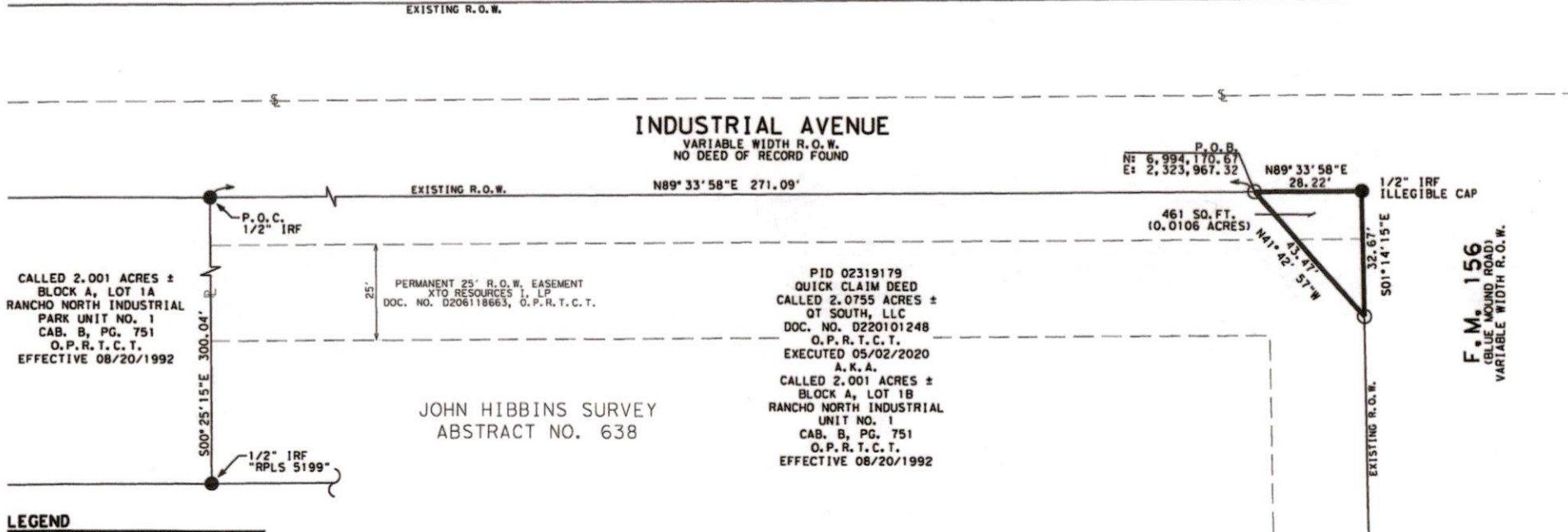
EXHIBIT "A"
PAGE 3 OF 3

DAVID COOK SURVEY
ABSTRACT NO. 345

CALLED 8.538 ACRES±
BLOCK 1, LOT 1
TRIAD ADDITION
CAB. A, PG. 2958
O.P.R.T.C.T.
EFFECTIVE 05/02/1996

INDUSTRIAL AVENUE

VARIABLE WIDTH R.O.W.
NO DEED OF RECORD FOUND



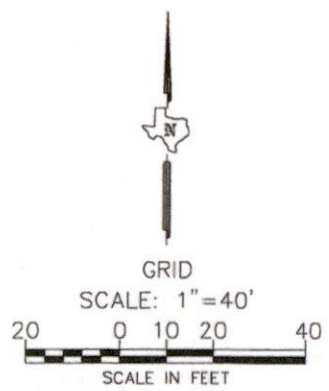
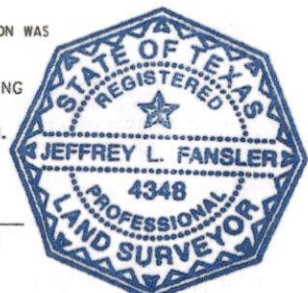
- LEGEND**
- = DESCRIBED ACQUISITION
 - = EXISTING ROW
 - - - = RIGHT-OF-WAY PARCEL
 - |— = PROPERTY LINE
 - - - - = EASEMENT
 - - - - = APPROX. SURVEY LINE
 - - - - = PROPOSED BASELINE
 - ↖ = FEE HOOK

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

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

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

Jeffrey L. Fansler 2023-02-08
 JEFFREY L. FANSLER, RPLS NO. 4348
 COBB, FENDLEY & ASSOCIATES, INC.
 TBPELS LAND SURVEYING FIRM NO. 10046700



AGREEMENT TO ACCEPT DONATION OF REAL PROPERTY

STATE OF TEXAS § FM 156 @ Industrial Boulevard Project
COUNTY OF TARRANT § Parcel # 3

THIS AGREEMENT is entered between **QT South, LLC, a Texas limited liability company** (“Donor”) and the **City of Saginaw, Texas**, (“City”), collectively referred to as the “Parties.” For ten (\$10.00) dollars and other good and valuable consideration paid by the City, the sufficiency and receipt thereof being accepted and acknowledged by the Donor, the Parties hereby agree as follows:

I. Background

Donor is a property owner desiring to donate interest in real property as subsequently described herein to the City for no benefit or gain to the Donor, and the City wishes to accept the donation of such real property interest. The whole property belonging to Donor from which the donated property interest will come from is a certain 2.0755 acre tract out of the John Hibbins Survey, Abstract Number 638, Tarrant County, Texas, as being described in detail and conveyed to QT South, LLC, a Texas limited liability company, in Document Number D220101248, of the Official Public Property Records of Tarrant County, Texas, which whole property is referred to hereafter as “Whole Property.”

The City of Saginaw, as Local Sponsor, is leading a Texas Department of Transportation (TxDOT) project to improve the intersection of FM 156 (Blue Mound Road) and Industrial Boulevard (CSJ # 0718-02-076) (the “Project”). The Project was funded through the North Central Texas Council of Governments COVID-19 Infrastructure Project. This donation is made contingent upon the City’s participation in this Project.

II. Agreement

Donor, being fully informed of its right to receive just compensation for the real property interests being donated, hereby agrees to donate the property more particularly described on Exhibit “A”, attached hereto and incorporated herein for all purposes (the “Property”), to the City.

The City certifies that its acceptance of the Property will further the City's ability to meet its responsibilities.

The City and Donor acknowledge at the time of execution of this Agreement that a formal metes and bounds description of Property will be prepared by the City after completion of the Project. Donor agrees after the City’s completion of the Survey to execute within thirty (30) days the Dedication Deed Form attached hereto as Exhibit “B” with the Survey attached as the recorded description of the Property.

Donor acknowledges that Donor has been informed of its right to conduct or waive an appraisal of the Property by a qualified appraiser and hereby waives such right. ()
Donor's initials

III. Representations and Warranties

- A. The Donor represents and warrants that it has unrestricted fee ownership and use of the Property and that by signing the Dedication Deed it is forever relinquishing and transferring all rights and interest in and to the Property to the City.
- B. Donor acknowledges that it has been fully informed of Donor's right to receive just compensation for the Property.
- C. Donor acknowledges that nothing contained in this Agreement shall be a limitation of any type on the divestment of interest by Donor to the City.
- D. Donor acknowledges that there is no official relationship between the Donor and the City.
- E. Donor acknowledges that it will receive no benefit as a result of the donation of the Property beyond the improved accessibility of FM 156 @ Industrial Boulevard. The proposed project layout is shown on Exhibit "C".
- F. Donor is not the subject of City regulation or oversight or interested in or likely to become interested in any contract, purchase, payment, or claim with or against the City.
- G. The City determines that acceptance of the donation will provide a significant public benefit and such acceptance does not influence or appear to influence the City in the performance of its duties.
- H. Donor acknowledges that City's acceptance of the donation does not bind the City to a course of action or promise of performance
- I. The City neither approves nor is responsible for any representations made by the Donor for tax purposes.
- J. Donor acknowledges that the City will act in reliance of and in consideration of the promises made by the Donor in this Agreement.
- K. Donor acknowledges that this Agreement is public information and will be furnished to a requestor pursuant to Chapter 552 of the Texas Government Code.

IV. Warranty of Use

Donor represents and warranties to the City that Donor has no knowledge of any current or former use, generation, storage, or disposal of any hazardous material on or under the Property currently or previously in violation of any federal, state, or local governmental law or rule. Donor represents to the City that the Whole Property is being used for a gas station. Donor represents and warranties to the City that Donor has no knowledge of the Property being used for, an auto shop or dry cleaning service, and has no knowledge of the presence of asbestos material on the Property, and has not received any notice of any action or proceeding relating to any hazardous materials or any release thereof on, in, under or about the Property.

V. Costs

- A. The City, without cost to Donor, shall pay the cost of recording all instruments conveying the Property to the City, and the City may, but is not obligated to, purchase an owner's title policy at the City's expense.
- B. Donor will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring the Property for use by the City. Expenses eligible for reimbursement may include recording fees, transfer taxes and similar expenses incidental to conveying the Property to the City. Voluntary unnecessary expenses, Ad Valorem taxes, or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. Donor may file a written request for review if Donor believes that the City failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the request for review must be filed with the City within six months after Donor is notified of the City's determination on any claim for reimbursement. In addition, the right to request reimbursement for eligible expenses shall terminate on December 31, 2023.
- C. In the event that the improvements shown on Exhibit C are not commenced within ten (10) years of the date of the dedication of the Property, the title to the Property shall automatically revert back to the Donor. The reverter and the expiration thereof, as contemplated herein, shall be reflected on the face of the Dedication Deed Form attached hereto as Exhibit "B."

VI. Termination/Withdrawal

If Donor withdraws from this agreement, in writing, before it is executed by the City, such withdrawal shall extinguish all rights, duties, obligations and liabilities of the City and the Donor under this agreement.

VII. Sole Agreement

This Donation Agreement and Dedication Deed with Survey from Donor to the City constitute the only promises, consideration and conditions of this conveyance, and no other promises, consideration or conditions have been signified or implied.

VIII. Notices

All notices to either party by the other party will be delivered personally or sent by U.S. Mail, postage prepaid to the following addresses:

DONOR
QT South, LLC
Attn: John Pimentel
1120 N. Industrial Blvd.
Eules, TX 76039

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

IX. Applicable Laws and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas. Venue for any action arising under this Agreement shall lie in Tarrant County, Texas.

X. Exhibits

- A. Property Location Map or Survey
- B. Dedication Deed
- C. Proposed Project Layout

The City and Donor may execute multiple counterparts of this Agreement, which shall become effective on the last date executed as shown below.

DONOR:

QT SOUTH, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: Thomas P. Edwards

Name: Thomas P. Edwards
Title: Division Real Estate Manager

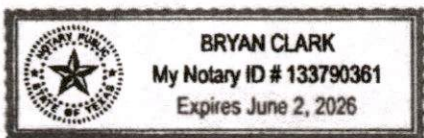
6-28-2023
Date

******* ACKNOWLEDGEMENT *******

STATE OF Texas §
 §
COUNTY OF Dallas §

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

Given under my hand and seal of office this 28th day of June, 2023.



Bryan Clark
Notary Public, State of ~~Oklahoma~~
Texas

(Seal and Expiration)

CITY:

CITY OF SAGINAW, TEXAS

By: _____

Printed Name

Title

Date

******* ACKNOWLEDGEMENT *******

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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

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

Notary Public, State of Texas

(Seal and Expiration)

EXHIBIT "A"

Page 1 of 3
February 8, 2023

Legal Description

BEING 461 square feet (0.0106 acres) of land, more or less, situated in Tarrant County, Texas, in the John Hibbins Survey, Abstract Number 638, and being a portion of that called 2.0755 acre tract of land described by Quick Claim Deed executed May 2, 2020 to QT South, LLC, recorded in Document Number D220101248, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said QT tract also being known as that called 2.001 acre Block A, Lot 1B, Rancho North Industrial Unit No. 1, according to the map or plat effective August 20, 1992, recorded in Cabinet B, Page 751, O.P.R.T.C.T., and being further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found being the northwest corner of said Lot 1B and the northeast corner of a called 2.001 acre tract described as Block A, Lot 1A in said plat, in the south right-of-way line of Industrial Avenue, a variable width right-of-way, no deed of record found, from which a 1/2 inch iron rod with cap stamped RPLS 5199 found, being the southwest corner of said Lot 1B and the southeast corner of said Lot 1A, bears South 00° 25' 15" East, a distance of 300.04 feet;

THENCE North 89° 33' 58" East, along the common north line of said Lot 1B and said south right-of-way line of Industrial Avenue, a distance of 271.09 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set, being the **POINT OF BEGINNING** having surface coordinates of North 6,994,170.67 and East 2,323,967.32 and being the northwest corner of herein described tract;

- 1) **THENCE** North 89° 33' 58" East, along the common north line of said Lot 1B, said south right-of-way line of Industrial Avenue, and the north line of herein described tract, a distance of 28.22 feet to a 1/2 inch iron rod with illegible cap found, being the common northeast corner of said Lot 1B and the northeast corner of herein described tract at the intersection of said south right-of-way line of Industrial Avenue and the west right-of-way line of Farm to Market 156 (FM 156), also know as Blue Mound Road, a variable width right-of-way;
- 2) **THENCE** South 01° 14' 15" East, along the common east line of said Lot 1B, said west right-of-way line of FM 156, and the east line of herein described tract, a distance of 32.67 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set, being the southeast corner of herein described tract;
- 3) **THENCE** North 41° 42' 57" West, over and across said Lot 1B, along the west line of herein described tract, a distance of 43.47 feet to the **POINT OF BEGINNING** and containing 461 square feet (0.0106 acres) of land, more or less.

EXHIBIT "A"

Page 2 of 3
February 8, 2023

Legal Description

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

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

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

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

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

 2023-02-08

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

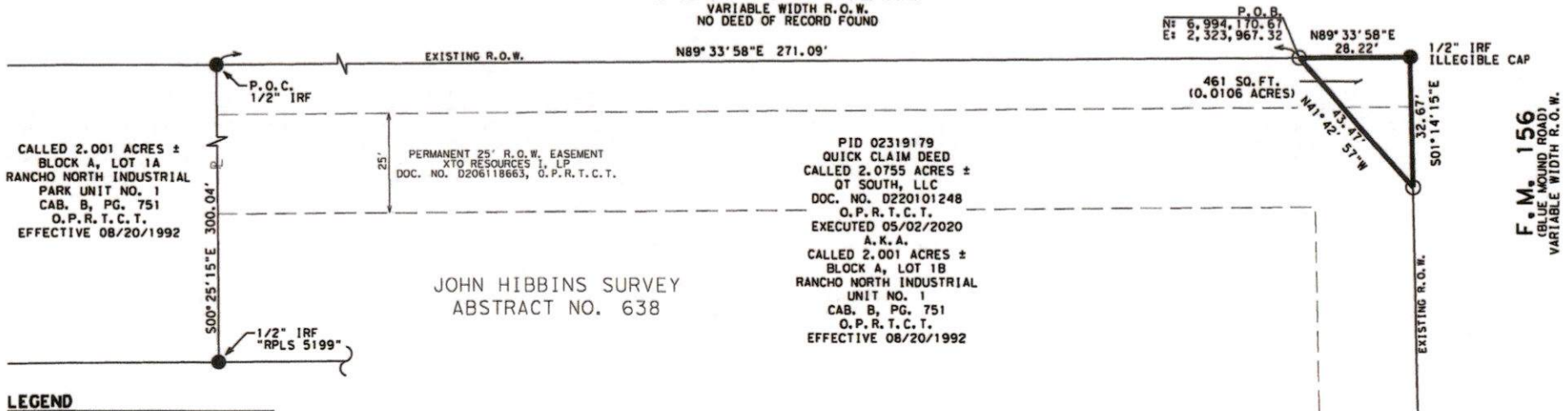


EXHIBIT "A"
PAGE 3 OF 3

DAVID COOK SURVEY
ABSTRACT NO. 345

CALLED 8.538 ACRES±
BLOCK 1, LOT 1
TRIAD ADDITION
CAB. A, PG. 2958
O.P.R.T.C.T.
EFFECTIVE 05/02/1996

INDUSTRIAL AVENUE
VARIABLE WIDTH R.O.W.
NO DEED OF RECORD FOUND



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

- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
- P.O.C. = POINT OF COMMENCING
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- DOC. NO. = DOCUMENT NUMBER
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- △ = X-CUT SET (UNLESS OTHERWISE NOTED)
- = SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "COBB FENDLEY & ASSOCIATES" OR AS OTHERWISE NOTED
- = MONUMENT FOUND (AS NOTED)

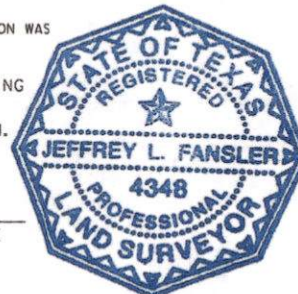
NOTES:

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

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

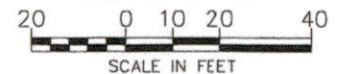
Jeffrey L. Fansler 2023-02-08
DATE

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



GRID

SCALE: 1"=40'



F.M. 156
(BLUE MOUND ROAD)
VARIABLE WIDTH R.O.W.

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

RIGHT-OF-WAY DEDICATION DEED

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

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

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

Should Grantee fail to commence construction on any of the Public Improvements within ten (10) years from the date this instrument is recorded, Grantor shall have the right to re-enter and take possession of the Property and declare a termination in favor of Grantor of the title, and of all the rights, title and interests in the Property and that such title, and all rights, title and interests to the Property, upon notice from the Grantor to Grantee ("Notice of Reversion"), shall revert to Grantor with such reversion to be effective as of the date of Grantor's recordation of the Notice of Reversion in the Tarrant County, Texas, Real Property Records (the "Reverter"). The

Notice of Reversion may be recorded by Grantor to establish conclusively the Reverter without any further action on the part of either party,

Grantor, as the fee simple owner of the Property, establishes the Reverter as terms covenants, conditions, and restrictions upon the Property. Grantor and Grantee stipulate that (a) the Reverter touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; and, (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated. The Reverter run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor and Grantee and their successors and assigns forever. TO HAVE AND TO HOLD that said Property unto the Grantee for the purposes herein set forth, so that neither Grantor nor any person or persons claiming under Grantor shall at any time have, claim or demand any right or title to the Property.

[Remainder of Page Intentionally Left Blank]

CERTIFICATE OF ACCEPTANCE

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

Dated: _____

Mayor, City of Saginaw

ATTEST:

City Secretary

AFTER FILING, PLEASE RETURN TO:

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

Exhibit A

Description of Property

Page 1 of 3
February 8, 2023

Legal Description

BEING 461 square feet (0.0106 acres) of land, more or less, situated in Tarrant County, Texas, in the John Hibbins Survey, Abstract Number 638, and being a portion of that called 2.0755 acre tract of land described by Quick Claim Deed executed May 2, 2020 to QT South, LLC, recorded in Document Number D220101248, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said QT tract also being known as that called 2.001 acre Block A, Lot 1B, Rancho North Industrial Unit No. 1, according to the map or plat effective August 20, 1992, recorded in Cabinet B, Page 751, O.P.R.T.C.T., and being further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found being the northwest corner of said Lot 1B and the northeast corner of a called 2.001 acre tract described as Block A, Lot 1A in said plat, in the south right-of-way line of Industrial Avenue, a variable width right-of-way, no deed of record found, from which a 1/2 inch iron rod with cap stamped RPLS 5199 found, being the southwest corner of said Lot 1B and the southeast corner of said Lot 1A, bears South 00° 25' 15" East, a distance of 300.04 feet;

THENCE North 89° 33' 58" East, along the common north line of said Lot 1B and said south right-of-way line of Industrial Avenue, a distance of 271.09 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set, being the **POINT OF BEGINNING** having surface coordinates of North 6,994,170.67 and East 2,323,967.32 and being the northwest corner of herein described tract;

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- 2) **THENCE** South 01° 14' 15" East, along the common east line of said Lot 1B, said west right-of-way line of FM 156, and the east line of herein described tract, a distance of 32.67 feet to a 5/8 inch iron rod with cap stamped "COBB FENDLEY & ASSOCIATES" set, being the southeast corner of herein described tract;
- 3) **THENCE** North 41° 42' 57" West, over and across said Lot 1B, along the west line of herein described tract, a distance of 43.47 feet to the **POINT OF BEGINNING** and containing 461 square feet (0.0106 acres) of land, more or less.

EXHIBIT "A"

Page 2 of 3
February 8, 2023

Legal Description

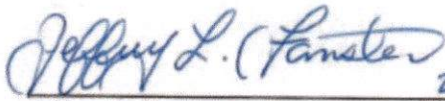
Note: Bearings shown herein are referenced to the Texas Coordinate System of 1983, North Central Zone (4202), and are based upon the North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.

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

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

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

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

 2023-02-08

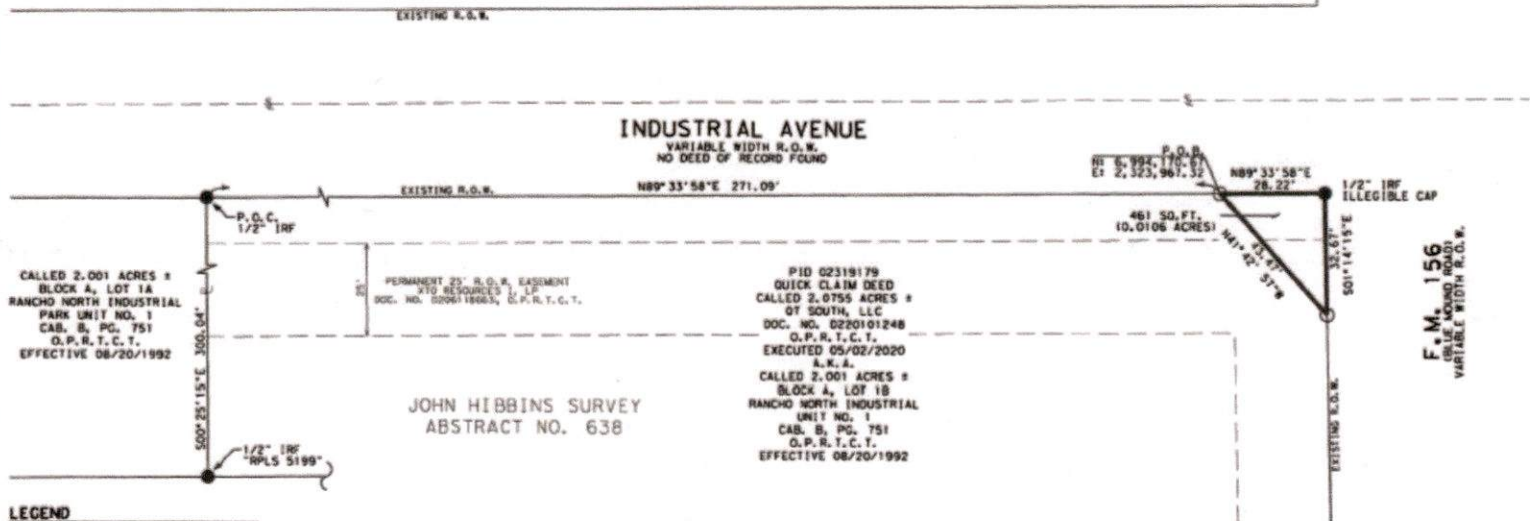
Jeffrey L. Fansler
Texas Registered Professional Land Surveyor #4348
TBPELS Land Surveying Firm No. 10046700
Cobb, Fendley and Associates, Inc.
One Ridgmar Centre
6500 West Freeway, Suite 300
Fort Worth, Texas 76116
Phone: 817.445.1016 Fax: 817.445.1017



EXHIBIT "A"
PAGE 3 OF 3

DAVID COOK SURVEY
ABSTRACT NO. 345

CALLED 8.538 ACRES
BLOCK 1, LOT 1
TRIAD ADDITION
CAB. A, PG. 2958
O.P.R.T.C.T.
EFFECTIVE 05/02/1996



LEGEND

- = DESCRIBED ACQUISITION
- = EXISTING ROW
- - - = RIGHT-OF-WAY PARCEL
- +— = PROPERTY LINE
- - - = EASEMENT
- - - = APPROX. SURVEY LINE
- - - = PROPOSED BASELINE
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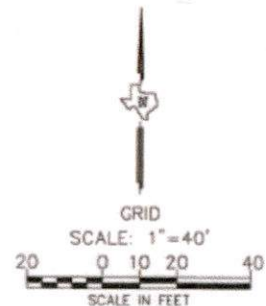
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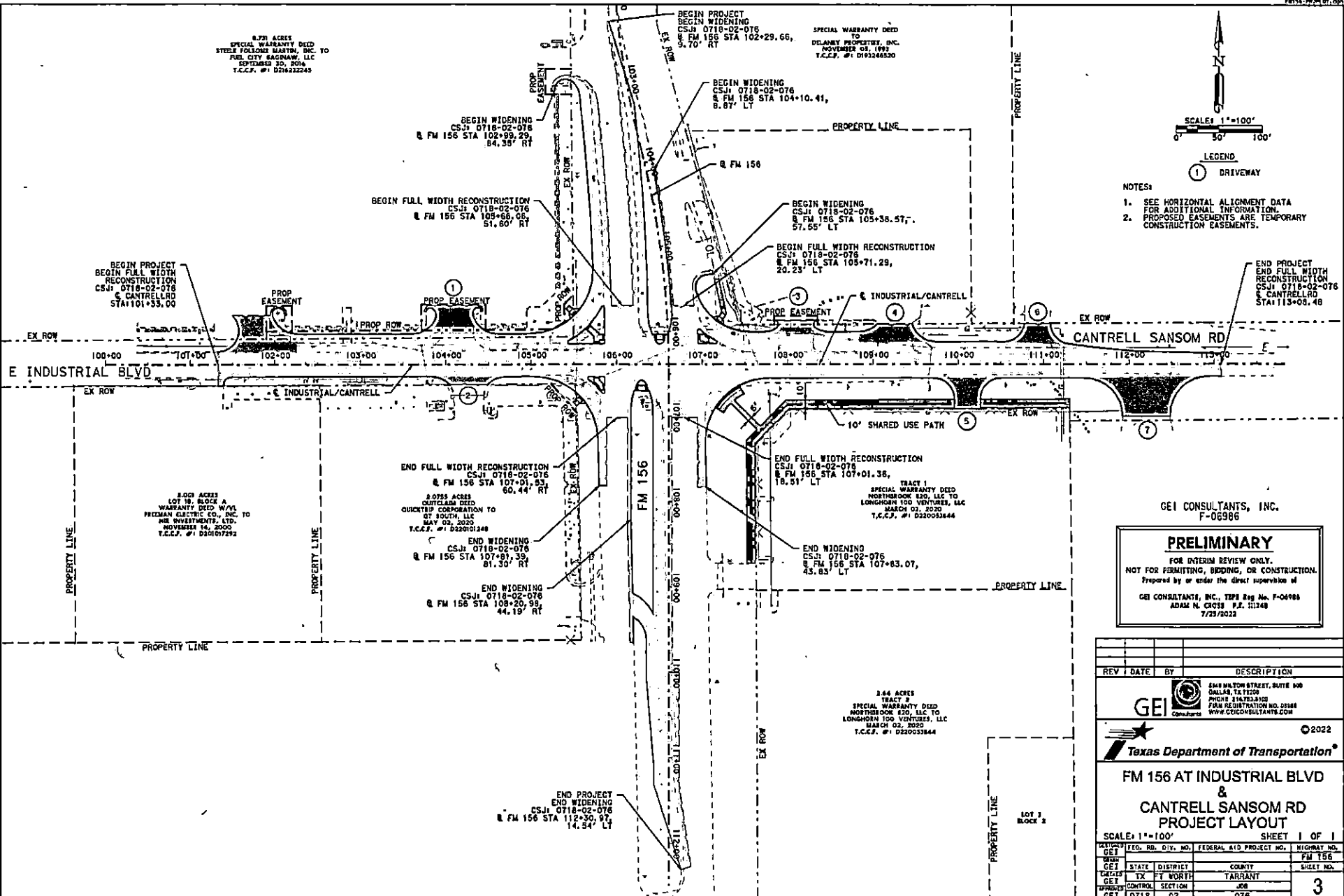
NOTES:

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

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

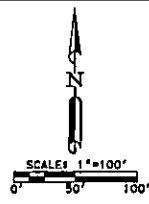
Jeffrey L. Fansler 2023-02-08
JEFFREY L. FANSLER, RPLS NO. 4348
COBB, FENDLEY & ASSOCIATES, INC.
TBPELS LAND SURVEYING FIRM NO. 10046700





8.731 ACRES
SPECIAL WARRANTY DEED
STEEL FOLSONE MARTIN, INC. TO
FUEL CITY EAGLEWING, LLC
SEPTEMBER 20, 2016
T.C.C.F. #1 D214222245

SPECIAL WARRANTY DEED
TO
DELANNY PROPERTIES, INC.
NOVEMBER 03, 1993
T.C.C.F. #1 D193246520



- NOTES:
1. SEE HORIZONTAL ALIGNMENT DATA FOR ADDITIONAL INFORMATION.
 2. PROPOSED EASEMENTS ARE TEMPORARY CONSTRUCTION EASEMENTS.

BEGIN PROJECT
BEGIN FULL WIDTH
RECONSTRUCTION
CS/J: 0718-02-076
& CANTRELL RD
STA 1101+33.00

BEGIN WIDENING
CS/J: 0718-02-076
& FM 156 STA 102+29.66,
84.38' RT

BEGIN FULL WIDTH RECONSTRUCTION
CS/J: 0718-02-076
& FM 156 STA 105+68.06,
51.60' RT

BEGIN WIDENING
CS/J: 0718-02-076
& FM 156 STA 104+10.41,
8.87' LT

BEGIN WIDENING
CS/J: 0718-02-076
& FM 156 STA 105+38.57,
57.65' LT

BEGIN FULL WIDTH RECONSTRUCTION
CS/J: 0718-02-076
& FM 156 STA 105+71.29,
20.23' LT

END PROJECT
END FULL WIDTH
RECONSTRUCTION
CS/J: 0718-02-076
& CANTRELL RD
STA 1113+03.48

3.001 ACRES
LOT 18, BLOCK A
WARRANTY DEED W/AVL
FREDMAN ELECTRIC CO., INC. TO
MR INVESTMENTS, LTD.
NOVEMBER 14, 2000
T.C.C.F. #1 D20101292

END FULL WIDTH RECONSTRUCTION
CS/J: 0718-02-076
& FM 156 STA 107+01.93,
60.44' RT

END WIDENING
CS/J: 0718-02-076
& FM 156 STA 107+81.39,
81.30' RT

END WIDENING
CS/J: 0718-02-076
& FM 156 STA 108+20.39,
44.19' RT

TRACT 1
SPECIAL WARRANTY DEED
NORTHBROOK RD, LLC TO
LONGHORN 100 VENTURES, LLC
MARCH 02, 2020
T.C.C.F. #1 D220053844

END FULL WIDTH RECONSTRUCTION
CS/J: 0718-02-076
& FM 156 STA 107+01.36,
18.51' LT

END WIDENING
CS/J: 0718-02-076
& FM 156 STA 107+83.07,
43.83' LT

3.44 ACRES
TRACT 2
SPECIAL WARRANTY DEED
NORTHBROOK RD, LLC TO
LONGHORN 100 VENTURES, LLC
MARCH 02, 2020
T.C.C.F. #1 D220053844

END PROJECT
END WIDENING
CS/J: 0718-02-076
& FM 156 STA 112+30.97,
14.54' LT

GEI CONSULTANTS, INC.
F-06986

PRELIMINARY
FOR INTERIM REVIEW ONLY.
NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the direct supervision of
GEI CONSULTANTS, INC., TSPS Reg No. F-04988
ADAM N. CAGRE, P.E. 111248
7/23/2022

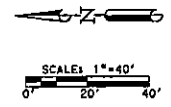
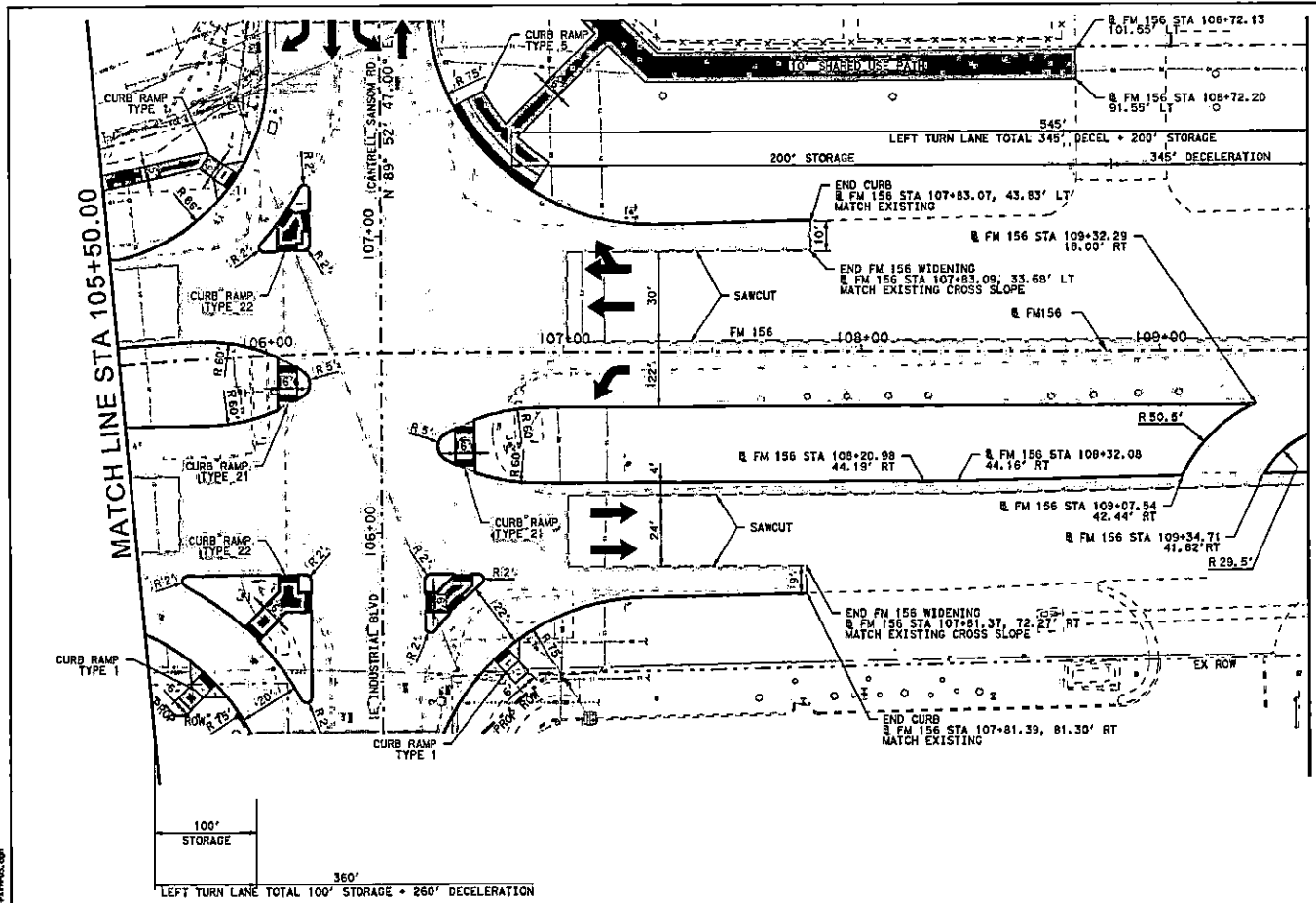
REV	DATE	BY	DESCRIPTION



**FM 156 AT INDUSTRIAL BLVD
&
CANTRELL SANSOM RD
PROJECT LAYOUT**

SCALE: 1"=100'	SHEET 1 OF 1
PROJECT NO. GEI	FED. RD. DIV. NO.
FEDERAL AID PROJECT NO.	HIGHWAY NO. FM 156
COUNTY TARRANT	SHEET NO. 3
STATE TX	DISTRICT FT WORTH
SECTION CONTROL	JOB
DATE 0718	02

DATE: 07/23/22
 TIME: 11:50:00 AM
 USER: JACOB
 PLOT DATE: 07/23/22
 PLOT TIME: 11:50:00 AM
 PLOT BY: JACOB



LEGEND

- EXIST ROW
- - - PROP ROW
- TRAFFIC ARROW
- [Pattern] DRIVEWAY
- [Pattern] FULL DEPTH PAVEMENT
- [Pattern] SIDEWALK

- NOTES:**
1. SEE DRIVEWAY PLAN AND PROFILE SHEETS FOR ADDITIONAL INFORMATION.
 2. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 3. SEE HORIZONTAL ALIGNMENT DATA SHEETS FOR INFORMATION.
 4. SEE GRADING INTERSECTION LAYOUTS FOR DETAILS.

SEE INTERSECTION GRADING LAYOUTS FOR MORE INFORMATION

GEI CONSULTANTS, INC.
F-06986

PRELIMINARY

FOR INTERIM REVIEW ONLY.
NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the direct supervision of

GEI CONSULTANTS, INC., 1978 Reg No. F-06986
ADAM H. GROSS P.E. 111348
7/25/2022

REV	DATE	BY	DESCRIPTION

GEI CONSULTANTS, INC. 1978 MILTON STREET, SUITE 900 DALLAS, TX 75201 PHONE: 214.763.8100 FIRM REGISTRATION NO. 28888 WWW.GEICONCONSULTANTS.COM

Texas Department of Transportation

FM 156 AND CANTRELL SANSOM RD

FM 156

STA 105+50 TO STA 109+50

SCALE: 1"=40' SHEET 2 OF 3

DESIGN	GEI	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
DRAWN	GEI	STATE	DISTRICT	COUNTY
CHECKED	GEI	TX	FT WORTH	TARRANT
APPROVED	GEI	CONTROL	SECTION	JOB
		0718	02	076

65

USER: greg2022 DATE: 7/25/2022 TIME: 10:00:00 AM
 FILE: Z:\v\ad\m\100877\Drawings\156\156-11.dwg
 PLOT: 7/25/2022 10:00:00 AM
 PLOT DEVICE: TDDI_PLOT_100877.dwg
 PLOT SCALE: 1"=40'
 PLOT FILE: Z:\v\ad\m\100877\Drawings\156\156-11.dwg



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Recognition of the City's Delegation to the 2023 All American City Award-- Todd Flippo, Mayor

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Proclamations-Presentations	Item: A
Reference File	Presented By	

BACKGROUND/DISCUSSION:

The City of Saginaw is a finalist for the 2023 All American City Award (Only 20 cities in the United States were announced as finalist). A small delegation went to Denver, CO to represent Saginaw, while we did not reach the goal of All American City, we left braver and better because of the experience.

Thank you to our elected officials, community members, and staff who spent time and energy on this worthy endeavor. [Click here](#) to read Saginaw's Spotlight on the National Civic League website.

We would like to recognize the following individuals for being part of the 2023 Saginaw All American Team:

- Todd Flippo, Mayor
- Nick Lawson, Councilmember Place 2
- Jennifer Flippo
- Ann Lawson
- Lee Howell
- Gabe Reaume
- James Crippen
- Scott Craver
- Amber and Abigail Crozier
- Lillian McMinn
- Oscar Arenas
- Alyssa Griesing
- Travis Flippo
- Salvador Gonzalez Jr.
- Charles Wood
- Pedro Zambrano

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A





City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Update on Retail Recruitment Efforts--Keith C. Rinehart, Director of Community & Economic Development and Cary Everitt, The Retail Coach

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Proclamations-Presentations	Item: B
Reference File	Presented By	

BACKGROUND/DISCUSSION:

In March 2023, the City of Saginaw contracted for the services of The Retail Coach for Retail Retention, Recruitment and Development Services. This is an update to the progress made.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Presentation of Needs Assessment and possible Design Options of John Ed Keeter Building Remodel--Michael H. Lloyd, Principal Architect.

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Proclamations-Presentations	Item: C
Reference File	Presented By	

BACKGROUND/DISCUSSION:

text placeholder

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Presentation of Capital Improvement Plan--Trenton Tidwell, P.E., Kimley-Horn & Associates

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Proclamations-Presentations	Item: D
Reference File	Presented By	

BACKGROUND/DISCUSSION:

Presentation by Trenton Tidwell about Capital Improvement Projects Update.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Presentation of Switchyard Parking Evaluation--Trenton Tidwell, P.E., Kimley-Horn & Associates

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Proclamations-Presentations	Item: E
Reference File	Presented By	

BACKGROUND/DISCUSSION:

On May 16th, it was requested that Kimley-Horn would evaluate the parking for the Saginaw Switchyard – in preparation for the construction of Knowles Phase 3.

FINANCIAL IMPACT:

This item has no financial impact

RECOMMENDATION:

None.



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

PUBLIC HEARING--Applicant Rezone 304 S. Hampshire -- Salvador Gonzalez Jr., Management Analyst

Consideration and Action Regarding Approval of an Ordinance Amending the Zoning Ordinance of the City of Saginaw, Texas, Regarding a Change in Zoning from Single-Family Housing (SF2) To Duplex (DX) on the Approximate .2812 acres out of Saginaw Block 11 Lot 11A4, More Commonly Known As 304 S. Hampshire Street Saginaw, Texas 76179 (Per TAD).

Meeting	Agenda Group
July 5th, 2023, 6:00 PM	Public Hearings Item: A
Reference File	Presented By

BACKGROUND/DISCUSSION:

The City of Saginaw, Texas Planning Office recently received a rezoning application for the property located at 304 S. Hampshire St., Saginaw, Texas 76179. The applicant, Lee Kamal, intends to have the property rezoned from Single-Family Housing (SF2) to Duplex (DX). The intent of the requested zoning change is to allow the applicant to construct on a Duplex on the property, to be rented out by the property owner.

The proposed rezoning would not align with the Comprehensive Plan.

Thus, the proposed item is requesting consideration and action regarding approval of an ordinance amending the zoning ordinance of the city of Saginaw, Texas, regarding a change in zoning from single-family housing (SF2) to Duplex (DX) on the approximate .2812 acres out of Saginaw Block 11 Lot 11A4, more commonly known as 304 S. Hampshire street Saginaw, Texas 76179 (per TAD).

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Planning & Zoning has recommended against approval at the June 27, 2023 Regular Planning & Zoning Meeting. Staff recommends the aforementioned request be denied, as the requested zoning does not align with the Comprehensive Plan.

CITY OF SAGINAW
PLANNING AND ZONING COMMISSION APPLICATION
APPLICATION FOR REQUEST TO CHANGE ZONING

CASE NUMBER: _____

All information required in the Zoning Ordinance #2002-04 and/or the Subdivision Ordinance # 2006-10 of the City of Saginaw must be received in the Building Inspection Office by 12:00 noon on the 28th day (always a Tuesday) prior to the Planning and Zoning Commission meeting. Zoning change requests must be accompanied by Exhibits showing existing zoning and proposed zoning.

The office personnel will strictly adhere to the submittal deadline date and time. THERE WILL BE NO EXCEPTIONS. Failure to submit the appropriate signed applications, required information, engineering details, or payment of the required fees will result in refusal of the application.

Acceptance of an application IS NOT A GUARANTEE that an applicant's case will be scheduled for a SPECIFIC AGENDA DATE. After reviewing the application the office personnel will contact the applicant for any required corrections. The agenda date will set after compliance by the applicant of all the required information has been submitted and approved for submittal to the City of Saginaw or Planning and Zoning Commission for consideration.

REQUEST FOR CONSIDERATION OF

ZONING CHANGE PLANNED DEVELOPMENT () DEVELOPMENT PLAN ()
FLOODWAY OR FLOODPLAIN DEVELOPMENT ()

CURRENT ZONING: RESIDENTIAL PROPOSED ZONING: Dx - Duplex

LEGAL DESCRIPTION: (fill in the one that applies)

LOT: 11A4 BLOCK: 11 ADDITION: A1N 370 50-11-11A
TRACT: SAGINAW Block 11 - LOT 11A4 SURVEY: _____
(IF LEGAL DESCRIPTION IS TOO LONG ATTACH A COMPLETE COPY)

ADDRESS and/ or LOCATION OF PROPERTY: 304 S HAMPSHIRE ST.
SAGINAW TX

NAME OF PROPOSED DEVELOPMENT: Khaleel Duplex

TOTAL ACREAGE OF PROPERTY: 0.2812

REASON FOR ZONING REQUEST: (please be specific)

To be able to build a two family home

(Use additional sheets and attach if necessary)

CURRENT ZONING: RESIDENTIAL

REQUESTED ZONING: Dx Duplex

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

OWNER'S SIGNATURE: Mohamed Khaleel PHONE #: 214-837-0544

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

OWNER'S NAME:(Please Print) MOHAMED KHALEEL

OWNER'S ADDRESS: P. O. BOX 153835 IRVING TX 75015

APPLICANT'S SIGNATURE: Mohamed Khaleel PHONE #: 214-837-0544

APPLICANT'S NAME: MOHAMED KHALEEL

APPLICANT'S ADDRESS: P. O. BOX 153835 IRVING TX 75015

FOR CITY USE ONLY DO NOT WRITE BELOW THIS LINE

RECEIVED BY: _____ DATE: _____ TIME: _____

FEE FOR APPLICATION: _____ RECEIPT #: _____

SUBMITTED INFORMATION REVIEWED BY: _____

PLANNING AND ZONING COMMISSION MEETING DATE: _____

ACTION TAKEN: _____

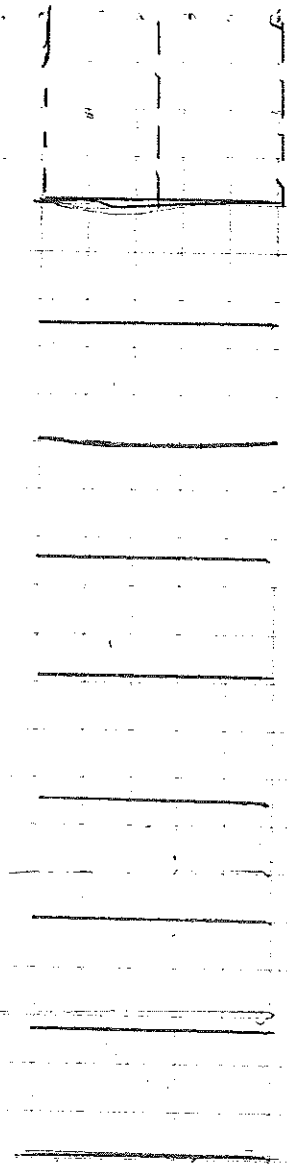
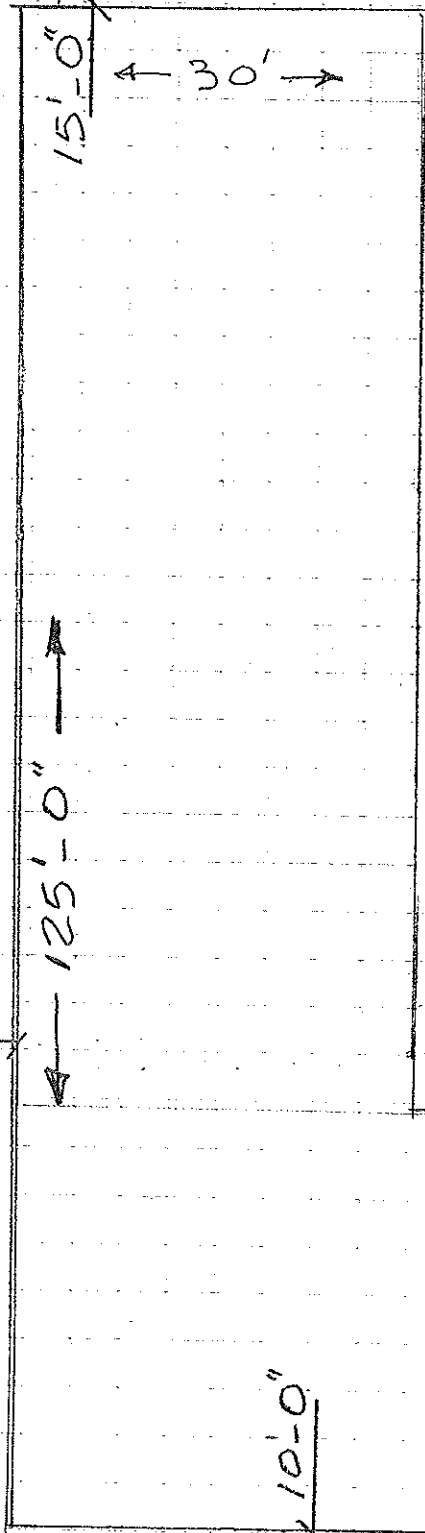
CITY COUNCIL MEETING DATE: _____

ACTION TAKEN: _____

304 S HAMPSHIRE
75'-0"

PRELIMINARY

150'-0"
5'-0"



← 35' →

↑ 30' ↓

5'-0"

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Interim Planning Manager, at City of Saginaw, Texas, P. O. Drawer 79070, Saginaw, Texas 76179. If you have questions concerning this request, please call the Interim Planning Manager, Salvador Gonzalez Jr. at 817-230-0440.

The Planning & Zoning Commission Meeting will meet on 06/13/23 at 6:00 p.m. and the City Council Meeting on 06/20/23 at 6:00 p.m. is in regards to a request for a rezoning from Single-Family Housing (SF2) to Duplex (DX) for the property located at 304 South Hampshire St, Texas 76179.

Name: SAGINAW UNITED METHODIST CHURCH → KEN SIDCO

Address: 209 BLUE BANNER

Phone Number: 817-232-0390

In Favor

Opposed

Reasons and/or Comments

REPLY FORM

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Name: Mark Shields

Address: 0512 Seth Burwise St. 76179

Phone Number: 817 307 5152

In Favor

Opposed

Reasons and/or Comments

Town 305 S. Hampshire -

309 S. "

129 Anderson St.

REPLY FORM

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Name: Mark Shield

Address: 6512 Seth Barwick St. 76179

Phone Number: 817 307 5152

In Favor

Opposed

Reasons and/or Comments

TOWN 309 S. Hampshire
305 " "

129 Anderson St.

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Interim Planning Manager, at City of Saginaw, Texas, P. O. Drawer 79070, Saginaw, Texas 76179. If you have questions concerning this request, please call the Interim Planning Manager, Salvador Gonzalez Jr. at 817-230-0440.

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Name: MARK Shields

Address: 6512 Seth Barwise St. 76179

Phone Number: 817 307 5152

In Favor

Opposed

Reasons and/or Comments

Own 129 Anderson St.

309 S. Hampshire

305 " "

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Interim Planning Manager, at City of Saginaw, Texas, P. O. Drawer 79070, Saginaw, Texas 76179. If you have questions concerning this request, please call the Interim Planning Manager, Salvador Gonzalez Jr. at 817-230-0440.

The Planning & Zoning Commission Meeting will meet on 06/13/23 at 6:00 p.m. and the City Council Meeting on 06/20/23 at 6:00 p.m. is in regards to a request for a rezoning from Single-Family Housing (SF2) to Duplex (DX) for the property located at 304 South Hampshire St, Texas 76179.

Name: Joeknox Reed

Address: 201 Anderson St

Phone Number: 682-557-7323

In Favor

Opposed

Reasons and/or Comments

This is a Single Family Residence.

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Interim Planning Manager, at City of Saginaw, Texas, P. O. Drawer 79070, Saginaw, Texas 76179. If you have questions concerning this request, please call the Interim Planning Manager, Salvador Gonzalez Jr. at 817-230-0440.

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Name: Jonathan Reed

Address: 201 Anderson Street

Phone Number: 682-560-0383

In Favor

Opposed

Reasons and/or Comments

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Interim Planning Manager, at City of Saginaw, Texas, P. O. Drawer 79070, Saginaw, Texas 76179. If you have questions concerning this request, please call the Interim Planning Manager, Salvador Gonzalez Jr. at 817-230-0440.

The Planning & Zoning Commission Meeting will meet on 06/13/23 at 6:00 p.m. and the City Council Meeting on 06/20/23 at 6:00 p.m. is in regards to a request for a rezoning from Single-Family Housing (SF2) to Duplex (DX) for the property located at 304 South Hampshire St, Texas 76179.

Name: Patsy Swallow

Address: 205 Anderson

Phone Number: 817-944-0432

In Favor

Opposed

Reasons and/or Comments

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Interim Planning Manager, at City of Saginaw, Texas, P. O. Drawer 79070, Saginaw, Texas 76179. If you have questions concerning this request, please call the Interim Planning Manager, Salvador Gonzalez Jr. at 817-230-0440.

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Name: Jeanie Reed

Address: 201 Anderson Street

Phone Number: 682-554-7437

In Favor

Opposed

Reasons and/or Comments



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

PUBLIC HEARING--Applicant Rezone 800 W. McLeroy (Ordinance No. 2023-19) --Salvador Gonzalez Jr., Management Analyst

Consideration and Action Regarding a Request to Amend the Zoning Ordinance of the City of Saginaw, Texas, regarding a request for A Conceptual Development Plan Associated with an Application for A Planned Development Zoning with Multifamily Use for Land Described As 3 Acres of Land Out of Albright, Alexander F Survey Abstract 1849 Tract 2A, more commonly known as 800 West McLeroy Boulevard, Saginaw, Texas 76179 (Per TAD).

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Public Hearings	Item: B
Reference File	Presented By	

BACKGROUND/DISCUSSION:

The City of Saginaw, Texas Planning Office as continued to work with Bright Living Saginaw III LLC on the Senior Living Phase 3 Project, located at 800 W. McLeroy Blvd. In order to bring the project into conformance with the approved site plan, side yard setback regulations need to be altered from 25 feet to 10 feet. The plans have been reviewed by the Development Review Committee, and DRC has established a creation of a Planned Development for the subject property as the best course of action.

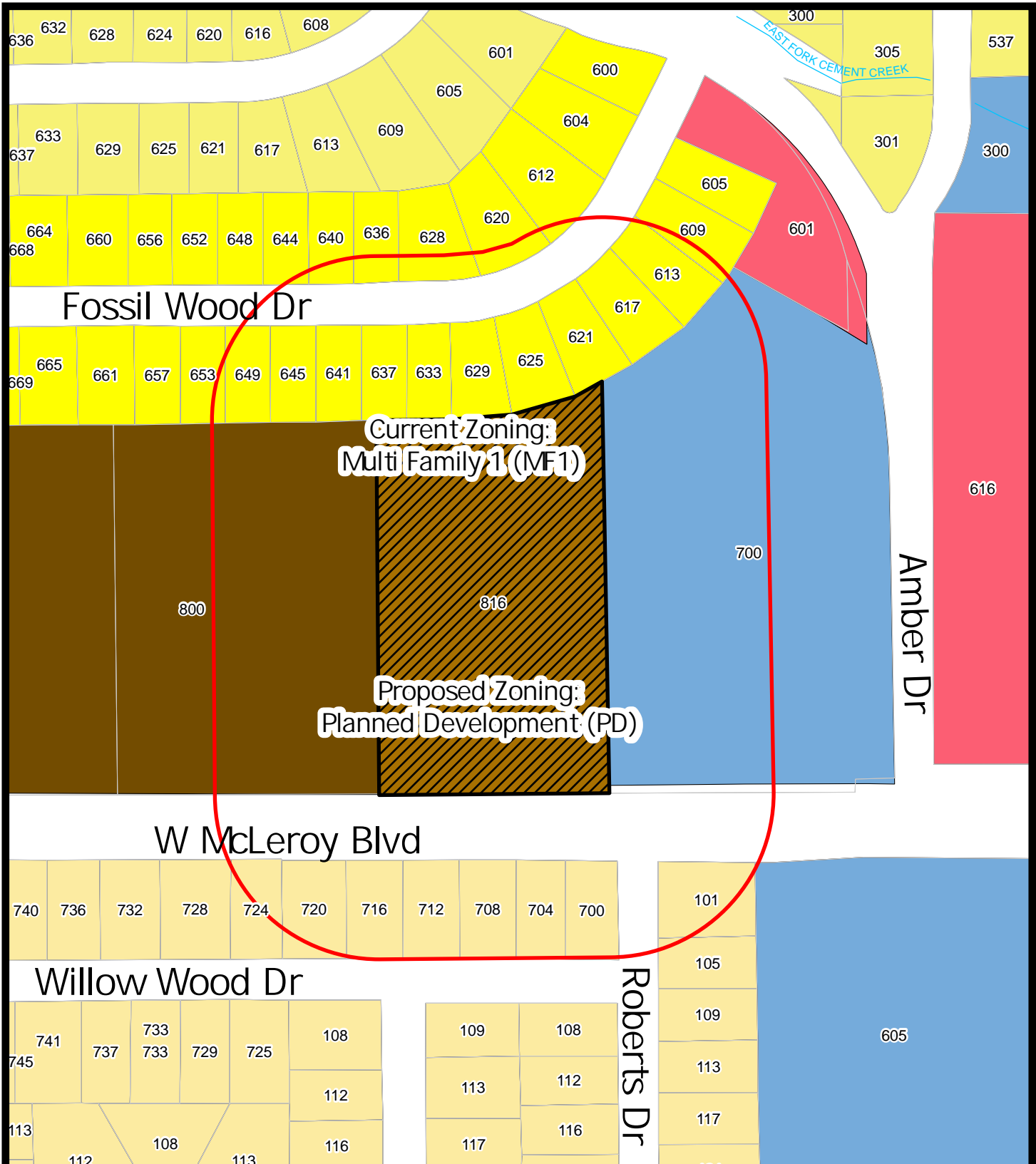
Thus, the request is consideration and action regarding a request to amend the zoning Bright Living Saginaw, ordinance of the City of Saginaw, Texas, regarding a request for a conceptual development plan associated with an application for a planned development zoning with multifamily use for land described as 3 acres of land out of Albright, Alexander F Survey Abstract 1849 Tract 2A, more commonly known as 800 West McLeroy Boulevard, Saginaw, Texas 76179 (per TAD).

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the request so that the Development Project, known as Senior Living Phase 3, may continue to move forward in the DRC process.

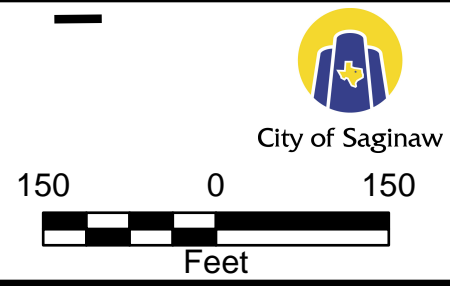


Current Zoning:
Multi Family 1 (MF1)

Proposed Zoning:
Planned Development (PD)

Legend
 200ft Buffer
 Property of Interest

816 W. McLeroy Blvd.
 200 ft Property Owner
 Notification



ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY OF SAGINAW TEXAS, AMENDING ORDINANCE NO. 2002-04, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF SAGINAW, TEXAS, BY AMENDING THE 2016 COMPREHENSIVE MASTER PLAN BY CHANGING THE ULTIMATE LAND USE PLAN AND ESTABLISHING THE BRIGHT LIVING SAGINAW III PLANNED DEVELOPMENT DISTRICT WITH MULTIFAMILY USE; PROVIDING DEVELOPMENT STANDARDS; AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Saginaw heretofore adopted Ordinance No. 2002-04, as amended, the Zoning Ordinance of the City of Saginaw, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, the City Council has previously passed an ordinance adopting the 2016 Comprehensive Master Plan, as the primary document on which to base all zoning, platting, and other land use decisions; and

WHEREAS, the 2016 Comprehensive Master Plan provides guidance for future development in conformance with the Ultimate Land Use Map; and

WHEREAS, the owner of property consisting of approximately 3 acres of land, and described as Abstract 1849, out of the Alexander F Survey, Tracts 2A, Tarrant County, Texas, and located East of Amber Drive and North of McLeroy Boulevard, has filed an application to establish The Bright Living Saginaw III Planned Development District with Multifamily Uses; and

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas, held a public hearing on June 27, 2023 and the City Council of the City of Saginaw, Texas, held a public hearing on July 05, 2023, with respect to the proposed 2016 Comprehensive Master Plan amendment and Planned Development District as described herein; and

WHEREAS, the City Council has determined that an amendment to the Ultimate Land Use Map, as provided herein, redesignating the below described property from Multi-Family (MF1)

Planned Development (PD) is appropriate and is in accordance with growth goals, objectives, and planning principles set forth in the 2016 Comprehensive Master Plan; and

WHEREAS, the City has complied with all requirements of Chapter 211 and 213 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the rezoning of the property and amendment of the Comprehensive Master Plan; and

WHEREAS, the City Council finds that the requested Planned Development District as outlined herein is in the best interest of the City of Saginaw and will promote the health, safety and general welfare of the citizens of the City of Saginaw and the general public.

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

SECTION 1.

The City of Saginaw Texas, 2016 Comprehensive Master Plan, as amended, is hereby amended by changing the Ultimate Land Use Map to redesignate the hereinafter described property and area (the "Property") as follows:

Approximately pproximately 3 acres of land, and described as Abstract 1849, out of the Alexander F Survey, Tracts 2A, Tarrant County, Texas, and located East of Amber Drive and North of McLeroy Boulevard, has filed an application to establish The Bright Living Saginaw III Planned Development District with Multifamily Uses; as more fully described in Exhibit "A" hereto.

from Multi-Family (MF1) to Planned Development.

SECTION 2.

Ordinance No. 2002-04, as amended, is hereby amended by rezoning the Property from "MF1" Multi-Family to "PD" Planned Development, with Multifamily uses.

SECTION 3.

The use of the property described above shall be subject to the development restrictions, terms and conditions set forth in Exhibit "B" attached hereto, as well as the Development Plan attached hereto as Exhibit "C" establishing The Square Planned Development District.

SECTION 4.

The zoning districts as herein established have been made in accordance with a Comprehensive Master Plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 5.

The official zoning map of the City of Saginaw is hereby amended and the City Secretary is hereafter directed to revise the zoning map to reflect zoning classification as set forth above.

SECTION 6.

The City Secretary is directed to revise the Ultimate Land Use Map to reflect the revised land use designations as set forth above.

SECTION 7.

The use of property above shall be subject to all the applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City of Saginaw.

SECTION 8.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Saginaw, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 9.

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

SECTION 10.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 11.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of Ordinance No. 2002-04 or any ordinances governing zoning 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 and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 12.

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 13.

This ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

PASSED AND APPROVED ON THIS 5th DAY OF JULY, 2023.

ATTEST:

EXHIBIT "A"
ZONING DESCRIPTION

Being a 2.987 acre tract of land situated in the A.F. Albright Survey, Abstract No. 1849, City of Saginaw, Tarrant County, Texas, being at the remainder of Tract 3 and Tract 2, conveyed to McNeill Family Real Estate Partnership, L.P., Deed in Lieu of Foreclosure, and recorded in Document No. D12317480, Official Public Records, Tarrant County, Texas, said tract being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" found (Controlling Monument (CM)) being in the southerly line of said Tract 3, and on the northerly right-of-way McLeroy Boulevard (variable width right-of-way), being at the southeast corner of Lot 1, Block A, of Senior Living at Saginaw, Texas, according to the plat of record in Document No. D221032892, of the Official Public Records of Tarrant County, Texas (O.P.R.T.C.T.);

THENCE North 00 degrees, 35 minutes, 01 seconds East, departing said common corner and along the easterly line of said Lot 1, Block A, a distance of 454.96 feet to point for corner, being in the north line of said Tract 3, being the northeast corner of Lot 1, Block A, and being in the southerly line of Block 5, of Willow Vita Estates, Phase II, an addition to City of Saginaw, Texas, according to the plat of record in Cabinet A, Slide 9176 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.), from which a ½ inch iron rod found bears, South 16 degrees 18 minutes, 00 seconds, a distance of 0.28 feet;

THENCE North 89 degrees, 05 minutes, 53 seconds East, along the common northerly line of said tract 3 and southerly line of said block 5, of Willow Vista Estates, a distance of 95.39 feet to point for corner, being in the northerly line of said tract 3, and being in the southerly line of said block 5, of Willow Vista Estates, from which a 5/8 inch iron rod found bears, North 07 degrees 54 minutes, 47 seconds, a distance of 0.20 feet, also being the beginning of a non-tangent curve to the left, having a central angle of 26 degrees, 01 minutes, 40 seconds, a radius of 415.00 feet and being subtended by a chord bearing of North 76 degrees 12 minutes, 37 seconds East, a chord distance of 186.91 feet;

THENCE continuing in southeasterly direction, a passing arc distance of 20.44 feet to the northeast corner of said tract 3, and the northwest corner of said tract 2, and having a total arc distance of 188.52 feet to a point for corner, being in the northerly line of said tract 2 and the southerly line of said Block 5 of Willow Vista Estates, from which a 5/8 inch iron rod with cap (KHA) found bears, North 75 degrees, 53 minutes, 46 seconds, a distance of 0.21 feet;

THENCE South 01 degrees, 00 minutes, 02 seconds East, departing said common line and over and across said tract 2, a distance of 500.63 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set, being in the southerly line of said tract 2, and being in the northerly right-of-way line of said McLeroy Boulevard;

THENCE South 89 degrees, 54 minutes, 58 seconds West, along the common southerly line of said tract 2 and the northerly right-of-way of said McLeroy Boulevard, a passing distance of 163.30 feet, having a total distance of 281.01 feet to the **POINT OF BEGINNING** and containing 2.987 acres of land (130,107 square feet), more or less.

Exhibit "B" Zoning Exhibit

LAND USE AND DEVELOPMENT STANDARDS

Multi-Family MF1

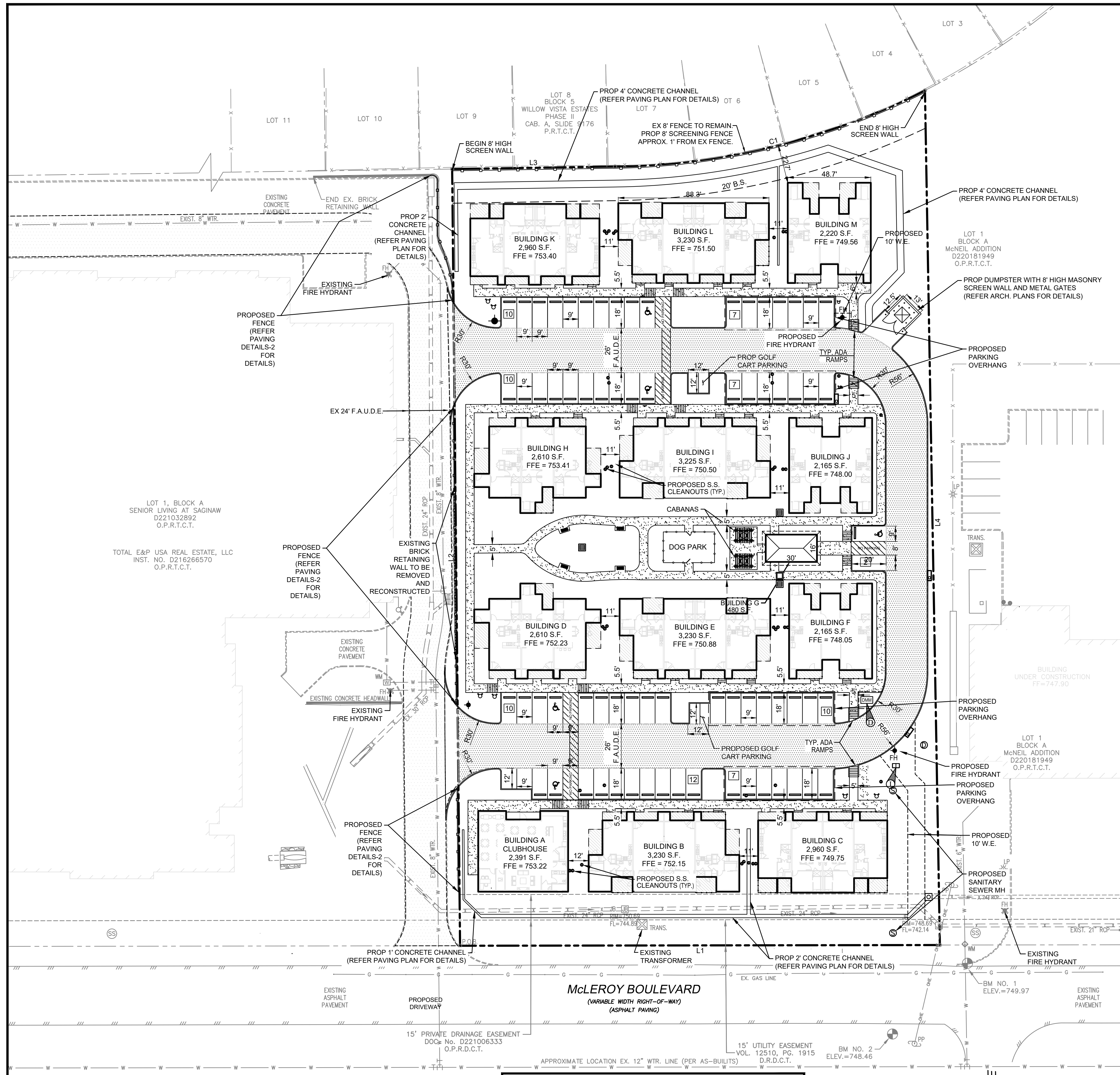
A. Permitted Uses. All uses permitted in Multi-Family "MF1" District

B. Regulations

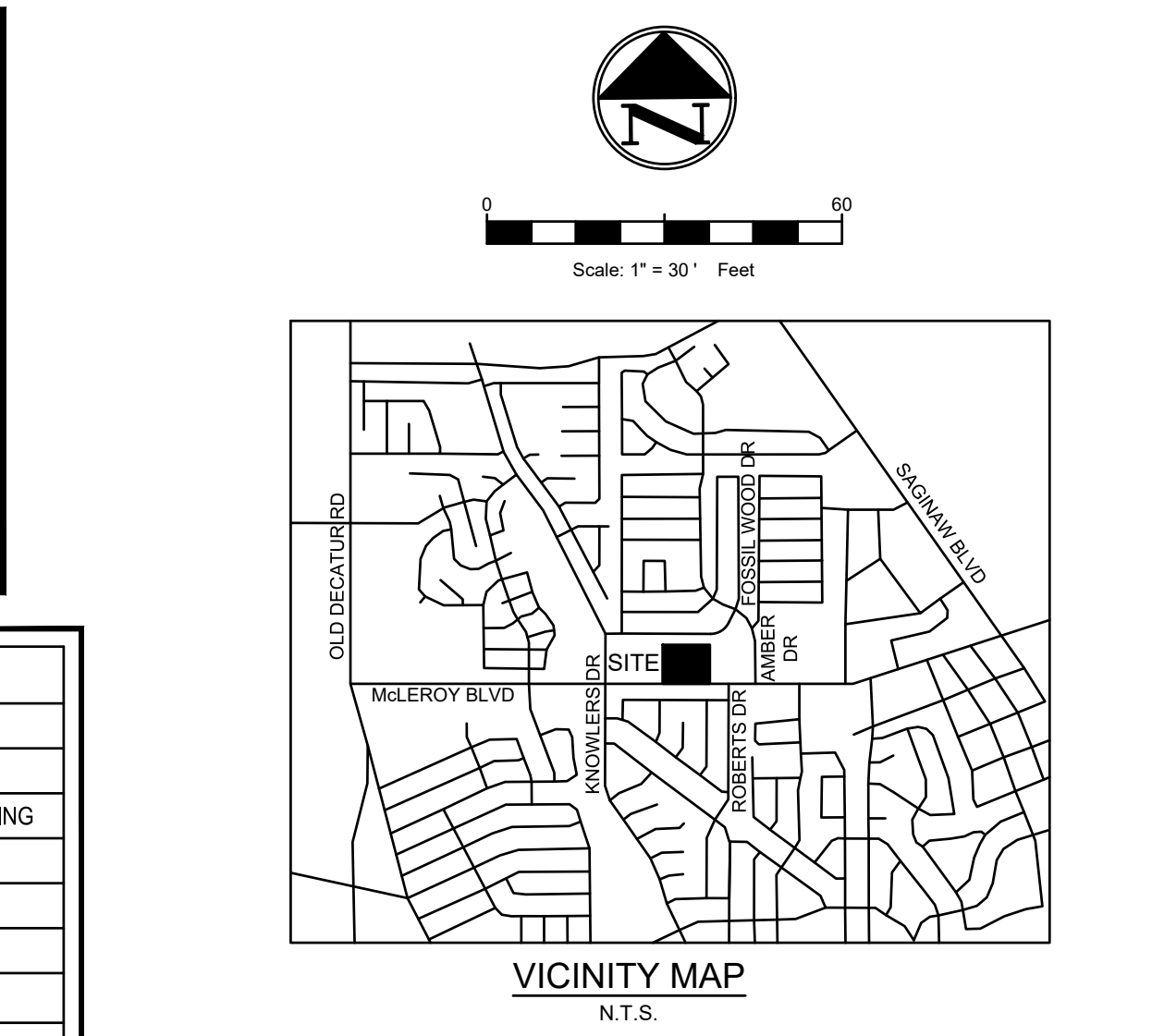
1. Side Building Setback

- a. The side yard building setback shall be 10 feet.

EXHIBIT "C" – Development Plan



EXISTING LEGEND			
---	BOUNDARY LINE	○	SET IRON ROD (AS NOTED)
---	ADJOINER BOUNDARY LINE	●	FOUND IRON ROD (AS NOTED)
---	EASEMENT LINE (AS NOTED)	⊗	"X" CUT FOUND
---	WATER LINE	⊗	"X" CUT SET
---	SANITARY SEWER LINE	⊗	WATER METER
---	STORM DRAIN LINE (AS NOTED)	⊗	FIRE HYDRANT
---	OVERHEAD ELECTRIC LINE	⊗	SANITARY SEWER MAN HOLE
---	BENCH MARK	⊗	CABLE VAULT
---	CONTROL MONUMENT	⊗	UTILITY VAULT
---	O.P.R.C.C.T.	⊗	FIBER OPTIC MARKER
---	M.R.C.C.T.	⊗	WATER VALVE
---	POWER POLE	⊗	STORM MAN HOLE
---		⊗	TRAFFIC SIGN
---		⊗	LIGHT POLE



SITE DATA SUMMARY TABLE	
CURRENT ZONING	MF-1 MULTI FAMILY
EXISTING LAND USE	VACANT
PROPOSED LAND USE	SENIOR INDEPENDENT LIVING
LOT AREA (S.F.)	130,107
LOT AREA (ACRES)	2.987
BUILDING HEIGHT	21'-0"
BUILDING DATA	
BUILDING	UNITS
ONE BED UNIT	26
TWO BED UNIT	6
STUDIO UNIT	4
CLUBHOUSE	1
PARKING DATA	
1.5 SPACES PER 1 BED UNIT	39 SPACES
2 SPACES PER 2 BED UNIT	12 SPACES
1 SPACE PER STUDIO UNIT	4 SPACES
1 SPACE PER 250 S.F. CLUBHOUSE	10 SPACES
TOTAL PARKING REQUIRED	65 SPACES
TOTAL PARKING PROVIDED	76 SPACES
PERVIOUS / IMPERVIOUS AREAS	
TOTAL PERVIOUS (OPEN SPACE / LANDSCAPE AREA) S.F.	44,480
PERCENTAGE OF PERVIOUS COVER	34.20%
TOTAL IMPERVIOUS (PAVEMENT, BUILDING & SIDEWALK) S.F.	85,627
PERCENTAGE OF IMPERVIOUS COVER	65.80%

- SITE GENERAL NOTES**
- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
 - THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
 - WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
 - ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
 - THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
 - ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
 - THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
 - ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.

SITE LEGEND	
CONCRETE CURB	---
SAW-CUT LINE	---
FENCE	---
FIRE LANE	---
STRIPING	---
PARKING SPACES	[X]
MONUMENT/PYLON SIGN	[M]
WHEEL STOPS	[W]
HANDICAP LOGO	[H]
HANDICAP SIGN	[S]
RAMP	[R]
BOLLARD	[B]
TRAFFIC ARROW	[A]
FIRE HYDRANT	[FH]
DUMPSTER	[D]
SANITARY SEWER MANHOLE	[SMH]
SANITARY SEWER CLEANOUT	[SC]
SANITARY SEWER DOUBLE CLEANOUT	[SDC]
SANITARY SEWER SAMPLE PORT	[SSP]
GREASE TRAP	[GT]
DOMESTIC WATER METER	[DM]
IRRIGATION METER	[IM]
GAS METER	[GM]
TRANSFORMER	[T]
LIGHT POLE	[LP]
POWER POLE	[PP]

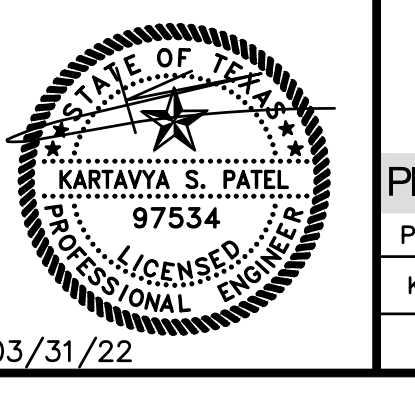
EASEMENT / SETBACK LEGEND	
ACCESS EASEMENT	A.E.
BUILDING SETBACK	B.S.
DRAINAGE & DETENTION EASEMENT	D.D.E.
ELECTRICAL EASEMENT	E.E.
FIRE LANE, ACCESS & DRAINAGE EASEMENT	F.A.D.E.
FIRE LANE, ACCESS & UTILITY EASEMENT	F.A.U.E.
LANDSCAPE AREA	L.A.
LANDSCAPE SETBACK	L.S.
MUTUAL ACCESS EASEMENT	M.A.E.
PARKING SETBACK	P.S.
SIDEWALK EASEMENT	S.E.
SANITARY SEWER EASEMENT	S.S.E.
UTILITY EASEMENT	U.E.
WATER EASEMENT	W.E.

BOUNDARY LINE TABLE		
LINE #	DISTANCE	BEARING
L1	281.01'	S89°54'58"W

BOUNDARY CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	188.52'	415.00'	026°01'40"	186.91'

NO.	DATE	DESCRIPTION	BY
1	07/15/22	1st ZONING SUBMITTAL	EB
2	09/06/22	2nd SITE PLAN SUBMITTAL	EB
3	10-21-22	1st CONSTRUCTION PLANS SUBMITTAL	KP
4	02/17/22	2nd CONSTRUCTION PLANS SUBMITTAL	KP
5	03/31/22	3rd CONSTRUCTION PLANS SUBMITTAL	KP

WATER METER & SANITARY SEWER SCHEDULE			
ID	TYPE	SIZE	NO.
(D)	DOMESTIC MASTER METER	2"	1
(I)	IRRIGATION	1"	1
	SANITARY SEWER	6"	



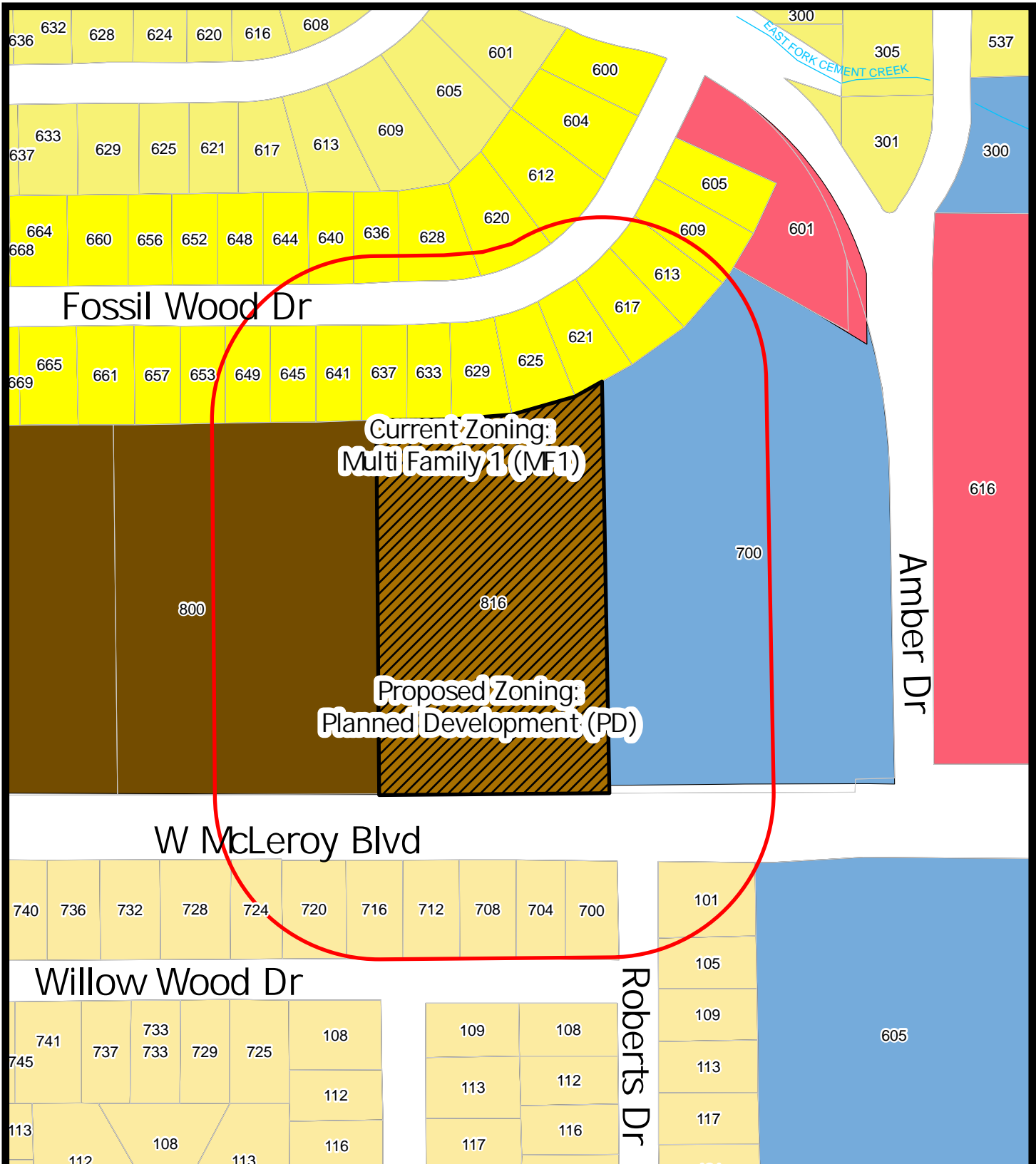
SITE PLAN
SENIOR LIVING AT SAGINAW PHASE 3
 816 WEST McLEROY BLVD.
 CITY OF SAGINAW
 TARRANT COUNTY, TEXAS 76179
 A.F. ALBRIGHT SURVEY, ABSTRACT NO. 1849

TRIANGLE ENGINEERING LLC
 T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com
 W: triangle-engr.com | O: 1782 McDermott Drive, Allen, TX 75013

P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	KR	03/31/22	SCALE BAR	068-22	C-3.0

TX. P.E. FIRM #11525

Existing Zoning: MF-1
 Proposed Zoning: PD

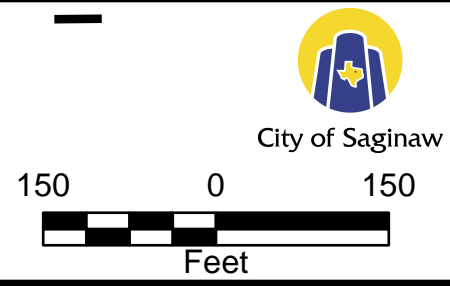


Current Zoning:
Multi Family 1 (MF1)

Proposed Zoning:
Planned Development (PD)

Legend
 200ft Buffer
 Property of Interest

816 W. McLeroy Blvd.
 200 ft Property Owner
 Notification





Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

Sun News - Myrtle Beach
 The News Tribune Tacoma
 The Telegraph - Macon
 San Luis Obispo Tribune
 Tri-City Herald
 Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
23755	433953	Print Legal Ad-IPL01275180 - IPL0127518		\$630.48	1	33 L

Attention: Rick Trice
 CITY OF SAGINAW
 PO BOX 79070
 FORT WORTH, TX 761790070

jengland@ci.saginaw.tx.us

CITY OF SAGINAW PUBLIC NOTICE

The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on June 27, 2023 to consider a change in zoning and a planned development on 3 acres out of Albright, Alexander F Survey Abstract 1849 Tract 2A from Multi-Family Housing (MF1) to a Planned Development (PD) for multi-family housing (MF1). The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on July 05, 2023 to consider the above-mentioned request for a Planned Development and zoning change, contingent upon the receipt of a report regarding the planned development and zoning change from the Planning and Zoning Commission. Both meetings will be at the City of Saginaw City Hall located at 333 W. McLeroy Boulevard, Saginaw, Texas, 76179.

FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.

Please direct any question regarding this matter to Salvador Gonzalez Jr., Interim Planning Manager, 817-230-0440.

IPL0127518
 Jun 16 2023

**THE STATE OF TEXAS
 COUNTY OF TARRANT**

Before me, a Notary Public in and for said County and State, this day personally appeared Stefani Beard, 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:

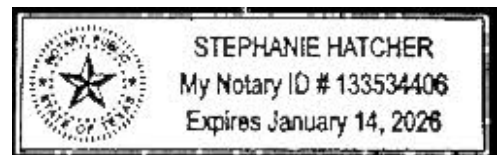
1 insertion(s) published on:
 06/16/23

Stefani Beard

Sworn to and subscribed before me this 21th day of June in the year of 2023

Stephanie Hatcher

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!

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CAR TALK

Take baby steps toward your next great adventure

BY RAY MAGLIOZZI



Dear Car Talk:

I am a longtime fan of your Car Talk podcast, writing and humor! I will be turning 70 soon and plan to retire sometime next year. I want to get a small travel trailer and pull it around the U.S. and see our grand country. I'm the original owner of a 1997 Toyota Camry and am still driving it. It has almost 300,000 miles on it. I know I will need another vehicle to pull the trailer around. Do you think a truck or SUV like a Jeep Grand Cherokee, Toyota Highlander, or Chevy Traverse would be a good vehicle to use with a small trailer? Also, which do you think would be the most comfortable to drive? Thanks so much! — Ann

Would you consider a Lexus sedan, an

AMEX card, and a Marriott Bonvoy membership, Ann?

Seriously, driving a truck with a trailer could be quite a burden after living with your easy-to-drive Camry for 25 years. Maybe you can rent a truck and trailer and try it out for a week before dropping

you need.

If you get a relatively small, light trailer, you might be able to tow it with a smaller vehicle, in which case a Toyota RAV4, Honda CR-V, Ford Bronco Sport, or Subaru Forester might be enough.

If you need more towing capacity, I

because all your earthly belongings will be dangling behind you in the trailer. If you do need a larger, three-row crossover, also put the Kia Telluride and the Honda Pilot on your test-drive list.

But, in the end, choose something that has the towing capacity you need, and that you feel very comfortable and at ease driving. You'll be spending a lot of time behind the wheel, on unfamiliar roads, dragging a small house behind you. So, your comfort and confidence is going to be very important.

Once you make your choices, get some instruction on driving with a trailer. Practice in an empty parking lot until you get the hang of turning the wheel one way to get the trailer to go the other way while backing up. Fun!

And however you decide to see the country, Ann, send a postcard or two.

Got a question about cars? Write to Ray in care of King Features, 628 Virginia Drive, Orlando, FL 32803, or email by visiting the Car Talk website at www.cartalk.com. (c) 2023 by Ray Magliozzi and Doug Berman Distributed by King Features Syndicate, Inc.

IF YOU DO DECIDE THAT THIS IS AN ADVENTURE YOU WANT TO GO ON, START BY PICKING OUT YOUR TRAILER FIRST. YOU'D HATE TO SPEND \$50,000 ON AN SUV, AND THEN FIND OUT IT DOESN'T HAVE THE TOWING CAPACITY YOU NEED. IF YOU GET A RELATIVELY SMALL, LIGHT TRAILER, YOU MIGHT BE ABLE TO TOW IT WITH A SMALLER VEHICLE, IN WHICH CASE A TOYOTA RAV4, HONDA CR-V, FORD BRONCO SPORT, OR SUBARU FORESTER MIGHT BE ENOUGH.

a chunk of your IRA on this idea.

If you do decide that this is an adventure you want to go on, start by picking out your trailer first. You'd hate to spend \$50,000 on an SUV, and then find out it doesn't have the towing capacity

like the Highlander. It'll probably be very reliable, just like that Camry with 300,000 miles on it. The Grand Cherokee is very comfortable. And the Traverse makes good use of its interior space — which you probably won't need

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Announcements

Community Events



COMMUNITY FORUM PART II - FOREST HILL, TX

Fort Worth Bible Fellowship, 2900 E. Altamesa Blvd., Fort Worth, TX 76140
11:00 a.m. to 1:30 p.m.
June 24, 2023

This will be the 2nd Forest Hill Community Forum for our citizens. The forum will look at obstacles and solutions for our city via a discussion-driven platform. Seating available for about 50 attendees. NO childcare/daycare available at this event. Please RSVP by email: bmscc2012@gmail.com or by text: 210-544-0712 to confirm your attendance. Rev. Willie Glaster - Bright Morning Star Community Consulting

Auctions

Garage Sales

Garage Sale--2914 Mistletoe Court

Pantego Electric mower, hedger, pet hutch, sofa, love seat, coffee table, bicycles, clothes, toys and more for sale June 17-18 9 AM-5 PM

76116 OFF SW BLVD

7333 Davenport Tons of nice 1X2X, girls 5-8, TV, wall art, misc. FRI. SAT

Huge sale. Thu, Fri, Sat Furniture, tools, housewares, Dooney & Bourke purses, tvs, computer. Much to see. 6000 Pathfinder Trail, Fort Worth

Animals

Dogs



Beautiful Mini Aussiedoodle Puppies \$1200

2/m 1/f Tri Colored 13 wk old puppies. Vet check and up-to-date with vac's. 713.387.9575 Call now only 3 left!



Golden Retriever Puppies

AKC Registered Dark Gold, UTD on shots & worming, ready for home July 8th. John 817-235-6538

Automotive

Classics/Antiques

Jeep Scrambler CJ8 1981

Soft half doors & hard full doors. Bright orange. Cleburne area
817-992-3728 \$25,900

Real Estate

Commercial

FOR RENT Industrial Multiuse Flexspace
76108 - White Settlement
347 N. Cherry Lane
\$625. mo, Approx 600 sqft
76087 - Weatherford / Aleo
5973 Stacy Lane 101
\$2,195 mo, Approx 1,600 sqft
Gene Thompson & Associates
817-246-4646 gtatx.com
Hablamos Español

For Rent

8116 Cross Dr, NRH Single Family
3-2-2 Fenced Yard \$2050/mo plus deposit. Call 8179941184

76108 - White Settlement
300 Delmar Ct #14 1-1-C \$875
76020 - Pelican Bay Homes
1520 Coral Cut-Off 2-1-1 \$1,195
1831 Pelican Oval 2-2-1 \$1,295
1848 Coral Rd. 3-1-1 \$1,295
Gene Thompson & Associates
817-246-4646 gtatx.com
Hablamos Español

For Sale

5200 Preservation Avenue Colleyville
Luxurious single level living.
Gated community. \$104,000 up-grades. Below market @ \$969,900.
See in Zillow 8179882181

Real Estate Misc.



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*No Closing Costs
*No Repairs
Just Quick Cash that means
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Househuntertexas.com

Service Directory

Cleaning & Janitorial

V.sanchez remodeling
roofing flooring concrete free estimate
2144622260 cc

Concrete

D&V concrete
driveways patio sidewalk roofing shingles 817-323-8432 free estimates

Little Texas concrete
Sidewalks driveways, parking lots and patios. No job too little or big, call for a free estimate. 817-713-6639

Home & Business Improvement

All Phases home/rentals/remodel/repairs, handyman, 25yrs of satisfied customers & friends 817-455-1382

fence deck repair staining paint 817-808-0372 semi retired

Carpet repair & re-stretch serving DFW for over 40 years 469-831-3907 or 817-641-7888

Service Directory

Home & Business Improvement

PLUMBING
A to Z Military/Senior Disc All Repairs
24/7-FREE est. 817-323-3418

Fencing
Fencing, power wash, stain and deck repair Contact Terry 817-566-6545

BRICK, STONE MASONRY
AMJ Masonry - Mailboxes, Repair and Stone Borders 682-558-6086

Williams Painting and Home Repairs Interior/Exterior Painting
Contact: Ronnie 817-291-6399

Frank's Roofing, Comp, TPO, Gutters, Concrete Work, Constr, co Free Est 45yr exp BBB 817-797-7675

Lawn/Garden/Landscaping/Trees

Leaf Clean-up. Lawn Care, tree trim, grass installation, handyman, haul-off, roof leaks. 817-500-2558

Lawn service
Lawns service Jeremy's lawn service, weekly maintenance! leaf clean-up's! Servicing east and south Arlington! 817-378-7015

Lawn service
Lawns service Jeremy's lawn service, weekly maintenance! leaf clean-up's! Servicing west and south Arlington! 817-378-7015

Misc. Service

WE POWDER COAT PATIO FURNITURE.
LONGHORN 817-759-2224

Painting

Painting 25 year exp
Painting Sheetrock repairs Carpentry free estimate (817)779-0893

Haywood Painting
IntExt, and dry wall repair
Free estimates 817 454 6489

Legals

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Westworth Village P&Z Commission on 07/06/2023 at 7:00pm and at the City Council meeting on 07/11/2023 at 7:00PM, to receive input on a request for a Specific Use Permit at 6530 Hawks Creek Ave Suite 102. Interested persons are invited to attend. This facility and its parking lot are wheelchair accessible. Requests for accommodations must be made 48 hours prior to this meeting by contacting the City Secretary at 817-710-2500. IPL0127444 Jun 16,20 2023

NOTICE OF PUBLIC HEARING
BENBROOK ECONOMIC DEVELOPMENT CORPORATION (BEDC)
June 26, 2023

Notice is hereby given that the Benbrook Economic Development Corporation (BEDC) Board of Directors will conduct a public hearing at their regular board meeting, beginning at 6:30 p.m. on Monday, June 26, 2023, at Benbrook City Hall, 911 Winscott Road, Benbrook, Texas 76126, to receive and consider approval of the Proposed Fiscal Year 2023 - 2024 Budget. As an interested citizen, you may appear at the public hearing or you may send a notice to Cynthia D. Williams, Assistant Director, EDC/Marketing, Benbrook, TX 76126 stating your position. Signed: Cynthia D. Williams Assistant Director, EDC/Marketing IPL0127302 Jun 15-16,18-23,25-26 2023

Legals

NOTICE

The Colleyville Crime Control and Prevention District will hold a Public Hearing on the Fiscal Year 2023-2024 Budget, Thursday, June 22, 2023, at 6:00 p.m. in the City Council Chambers at 214 Meadow Park Drive, White Settlement, TX 76108. All interested parties are invited to attend. IPL0127363 Jun 16 2023

NOTICE IS HEREBY GIVEN

that Westworth Village City Council met on 06/13/2023 at 7:00PM and adopted Ordinances 498 and 499 establishing a short- & long-term rental and vacant building registration requirements, establishing fees, providing definitions, setting penalties for noncompliance, effective immediately; granting a grace period for initial registration to be completed no later than January 15, 2024. IPL0127445 Jun 16 2023

City of Haslet

Notice of Public Hearing
The Haslet Planning and Zoning Commission will conduct a Public Hearing on June 27, 2023, at 6:30 pm in the Haslet Community Center, 105 Main Street, Haslet, Texas 76052, to hear a request for a revised Site Plan as per Article II Section 2.5.4 of Chapter 14 Exhibit 14A of the Zoning Ordinance, for changing the building and parking configuration. The property is commonly known as 112 Harmon Road and is located west of Harmon Road and south of Westport Parkway. The City Council of the City of Haslet will also hold a Public Hearing on the same matter on July 17, 2023, at 7:00pm in the Haslet Community Center, 105 Main Street, Haslet, Texas 76052.

At said time and place, all persons shall have the right to appear and be heard of all said matters and things, and all persons interested in the things and matters herein mentioned will take notice. For further information, please contact City Secretary Katrina White at 817-439-5931. PUBLISHED IN THE FORT WORTH STAR TELEGRAM ON Friday, June 16, 2023. IPL0127199 Jun 16 2023

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for the City of Everman, Tarrant County, Texas, Case No. 23-06-0333R
The Department of Homeland Security's Federal Emergency Management Agency (FEMA) solicits technical information or comments on proposed flood hazard determinations for the Flood Insurance Rate Map (FIRM), and where applicable, the Flood Insurance Study (FIS) report for your community. These flood hazard determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries or zone designations, or the regulatory floodway. The FIRM and, if applicable, the FIS report have been revised to reflect these flood hazard determinations through issuance of a Letter of Map Revision (LOMR), in accordance with Title 44, Part 65 of the Code of Federal Regulations. These determinations are the basis for the floodplain management measures that your community is required to adopt or show evidence of having in effect to qualify or remain qualified for participation in the National Flood Insurance Program. For more information on the proposed flood hazard determinations and information on the statutory 90-day period provided for appeals, please visit FEMA's website at https://www.floodmaps.fema.gov/fhm/BFE_Status/bfe_main.asp, or call the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-FEMA MAP (1-877-336-2627). IPL0126430 Jun 9,16 2023

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The City of White Settlement Crime Control and Prevention District will hold a Public Hearing on the Fiscal Year 2023-2024 Budget, Thursday, June 22, 2023, at 6:00 p.m. in the City Council Chambers at 214 Meadow Park Drive, White Settlement, TX 76108. All interested parties are invited to attend. IPL0127166 Jun 16 2023

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for the City of Fort Worth, Tarrant County, Texas, Case No. 22-06-1840R
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DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY

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CITY OF SAGINAW PUBLIC NOTICE

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FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any question regarding this matter to Salvador Gonzalez Jr., Interim Planning Manager, 817-230-0440. IPL0127518 Jun 16 2023

CITY OF LAKE WORTH NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT RESCHEDULE VARIANCE REQUEST CASE #BOA-2023-02
The Board of Adjustment of the City of Lake Worth, Texas, will conduct a public hearing at 6:00 p.m. on Tuesday, June 27, 2023, at the Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider a variance of the Comprehensive Zoning Ordinance, Article 14.06 Supplemental Regulations, Section 14.06.008 Carports, (c) Criteria, (2) A side yard shall be required and shall be a minimum of five feet (5 ft) in width from the property line and (4) No carport shall exceed 450 square feet in roofed area. A proposed carport would sit 35" at the front of the carport and 2'4" at the rear of the carport from the side property line and would be 555 square feet in roofed area on a 0.49-acre parcel of land known as Block 2, Lot 21, Boat Club Estates of the records of Tarrant County, Texas, which is generally described as 6204 Lakeside Dr, Lake Worth, Texas. All interested parties are encouraged to attend. IPL0127487 Jun 16 2023

CITY OF SAGINAW PUBLIC NOTICE

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FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
Please direct any question regarding this matter to Salvador Gonzalez, Interim Planning Manager, 817-230-0440. IPL0127521 Jun 16 2023

Jobs, Autos & Classifieds

JOBS.STAR-TELEGRAM.COM

CAR TALK

Take baby steps toward your next great adventure

BY RAY MAGLIOZZI



Dear Car Talk:

I am a longtime fan of your Car Talk podcast, writing and humor! I will be turning 70 soon and plan to retire sometime next year. I want to get a small travel trailer and pull it around the U.S. and see our grand country. I'm the original owner of a 1997 Toyota Camry and am still driving it. It has almost 300,000 miles on it. I know I will need another vehicle to pull the trailer around. Do you think a truck or SUV like a Jeep Grand Cherokee, Toyota Highlander, or Chevy Traverse would be a good vehicle to use with a small trailer? Also, which do you think would be the most comfortable to drive? Thanks so much! — Ann

Would you consider a Lexus sedan, an

AMEX card, and a Marriott Bonvoy membership, Ann?

Seriously, driving a truck with a trailer could be quite a burden after living with your easy-to-drive Camry for 25 years. Maybe you can rent a truck and trailer and try it out for a week before dropping

you need.

If you get a relatively small, light trailer, you might be able to tow it with a smaller vehicle, in which case a Toyota RAV4, Honda CR-V, Ford Bronco Sport, or Subaru Forester might be enough.

If you need more towing capacity, I

because all your earthly belongings will be dangling behind you in the trailer. If you do need a larger, three-row crossover, also put the Kia Telluride and the Honda Pilot on your test-drive list.

But, in the end, choose something that has the towing capacity you need, and that you feel very comfortable and at ease driving. You'll be spending a lot of time behind the wheel, on unfamiliar roads, dragging a small house behind you. So, your comfort and confidence is going to be very important.

Once you make your choices, get some instruction on driving with a trailer. Practice in an empty parking lot until you get the hang of turning the wheel one way to get the trailer to go the other way while backing up. Fun!

And however you decide to see the country, Ann, send a postcard or two.

Got a question about cars? Write to Ray in care of King Features, 628 Virginia Drive, Orlando, FL 32803, or email by visiting the Car Talk website at www.cartalk.com. (c) 2023 by Ray Magliozzi and Doug Berman

Distributed by King Features Syndicate, Inc.

IF YOU DO DECIDE THAT THIS IS AN ADVENTURE YOU WANT TO GO ON, START BY PICKING OUT YOUR TRAILER FIRST. YOU'D HATE TO SPEND \$50,000 ON AN SUV, AND THEN FIND OUT IT DOESN'T HAVE THE TOWING CAPACITY YOU NEED. IF YOU GET A RELATIVELY SMALL, LIGHT TRAILER, YOU MIGHT BE ABLE TO TOW IT WITH A SMALLER VEHICLE, IN WHICH CASE A TOYOTA RAV4, HONDA CR-V, FORD BRONCO SPORT, OR SUBARU FORESTER MIGHT BE ENOUGH.

a chunk of your IRA on this idea.

If you do decide that this is an adventure you want to go on, start by picking out your trailer first. You'd hate to spend \$50,000 on an SUV, and then find out it doesn't have the towing capacity

like the Highlander. It'll probably be very reliable, just like that Camry with 300,000 miles on it. The Grand Cherokee is very comfortable. And the Traverse makes good use of its interior space — which you probably won't need

Classified

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Announcements

Community Events



COMMUNITY FORUM PART II - FOREST HILL, TX

Fort Worth Bible Fellowship,
2900 E. Altamesa Blvd., Fort Worth, TX 76140
11:00 a.m. to 1:30 p.m.
June 24, 2023

This will be the 2nd Forest Hill Community Forum for our citizens. The forum will look at obstacles and solutions for our city via a discussion-driven platform. Seating available for about 50 attendees. NO childcare/daycare available at this event. Please RSVP by email: bmscc2012@gmail.com or by text: 210-544-0712 to confirm your attendance. Rev. Willie Glaster - Bright Morning Star Community Consulting

Auctions

Garage Sales

Garage Sale--2914 Mistletoe Court

Pantego Electric mower, hedger, pet hutch, sofa, love seat, coffee table, bicycles, clothes, toys and more for sale
June 17-18 9 AM-5 PM

76116 OFF SW BLVD 7333 Davenport Tons of nice 1X2X,- girls 5-8,TV,wall art,misc. FRI. SAT

Huge sale. Thu, Fri, Sat Furniture, tools, housewares, Dooney & Bourke purses, tvs, computer. Much to see.
6000 Pathfinder Trail, Fort Worth

Animals

Dogs



Beautiful Mini Aussiedoodle Puppies \$1200

2/m 1/f Tri Colored 13 wk old puppies. Vet check and up-to-date with vac's. 713.387.9575 Call now only 3 left!



Golden Retriever Puppies

AKC Registered Dark Gold, UTD on shots & worming, ready for home July 8th. John 817-235-6538

Automotive

Classics/Antiques

Jeep Scrambler CJ8 1981

Soft half doors & hard full doors. Bright orange.
Cleburne area
817-992-3728 \$25,900

Real Estate

Commercial

FOR RENT Industrial Multiuse Flexspace
76108 - White Settlement
347 N. Cherry Lane
\$625. mo, Approx 600 sqft
76087 - Weatherford / Aleo
5973 Stacy Lane 101
\$2,195 mo, Approx 1,600 sqft
Gene Thompson & Associates
817-246-4646 gtatx.com
Hablamos Español

For Rent

8116 Cross Dr, NRH Single Family
3-2-2 Fenced Yard \$2050/mo plus deposit. Call 8179941184

76108 - White Settlement
300 Delmar Ct #14 1-1-C \$875
76020 - Pelican Bay Homes
1520 Coral Cut-Off 2-1-1 \$1,195
1831 Pelican Oval 2-2-1 \$1,295
1848 Coral Rd. 3-1-1 \$1,295
Gene Thompson & Associates
817-246-4646 gtatx.com
Hablamos Español

For Sale

5200 Preservation Avenue Colleyville
Luxurious single level living.
Gated community. \$104,000 upgrades. Below market @ \$969,900.
See in Zillow 8179882181

Real Estate Misc.



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Service Directory

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2144622260 cc

Concrete

D&V concrete
driveways patio sidewalk roofing shingles 817-323-8432 free estimates

Little Texas concrete
Sidewalks ,driveways,parking lots and patios. No job too little or big,call for a free estimate. 817-713-6639

Home & Business Improvement

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fence deck repair staining paint 817-808-0372 semi retired

Carpet repair & re-stretch serving DFW for over 40 years
469-831-3907 or 817-641-7888

Service Directory

Home & Business Improvement

PLUMBING
A to Z Military/Senior Disc All Repairs
24/7-FREE est. 817-323-3418

Fencing
Fencing, power wash, stain and deck repair Contact Terry 817-566-6545

BRICK, STONE MASONRY
AMJ Masonry - Mailboxes, Repair and Stone Borders 682-558-6086

Williams Painting and Home Repairs Interior/Exterior Painting
Contact: Ronnie 817-291-6399

Frank's Roofing, Comp, TPO, Gutters, Concrete Work, Constr, co Free Est 45yr exp BBB 817-797-7675

Lawn/Garden/Landscaping/Trees

Leaf Clean-up. Lawn Care, tree trim, grass installation, handyman, haul-off, roof leaks. 817-500-2558

Lawn service
Lawns service Jeremy's lawn service, weekly maintenance!leaf clean-up's! Servicing east and south Arlington! 817-378-7015

Lawn service
Lawns service Jeremy's lawn service, weekly maintenance! leaf clean-up's! Servicing west and south Arlington! 817-378-7015

Misc. Service

WE POWDER COAT PATIO FURNITURE. LONGHORN 817-759-2224

Painting

Painting 25 year exp
Painting Sheetrock repairs Carpentry free estimate (817)779-0893

Haywood Painting
Int.Ext, and dry wall repair
Free estimates 817 454 6489

Legals

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that a public hearing will be held by the Westworth Village P&Z Commission on 07/06/2023 at 7:00pm and at the City Council meeting on 07/11/2023 at 7:00PM, to receive input on a request for a Specific Use Permit at 6530 Hawks Creek Ave Suite 102. Interested persons are invited to attend. This facility and its parking lot are wheelchair accessible. Requests for accommodations must be made 48 hours prior to this meeting by contacting the City Secretary at 817-710-2500. IPL0127444 Jun 16,20 2023

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Signed: Cynthia D. Williams
Assistant Director, EDC/Marketing
IPL0127302
Jun 15-16,18-23,25-26 2023

Legals

NOTICE

The Colleyville Crime Control and Prevention District Board of Directors will meet June 20, 2023 at 5:00 p.m. at City Hall, 100 Main Street, for the purpose of holding a discussion and public hearing on the budget for Fiscal Year 2024.
IPL0127363
Jun 16 2023

NOTICE IS HEREBY GIVEN

that Westworth Village City Council met on 06/13/2023 at 7:00PM and adopted Ordinances 498 and 499 establishing a short- & long-term rental and vacant building registration requirements, establishing fees, providing definitions, setting penalties for noncompliance, effective immediately; granting a grace period for initial registration to be completed no later than January 15, 2024.
IPL0127445
Jun 16 2023

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PUBLISHED IN THE FORT WORTH STAR TELEGRAM ON Friday, June 16, 2023.
IPL0127199
Jun 16 2023

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IPL0126430
Jun 9,16 2023

NOTICE

The City of White Settlement Crime Control and Prevention District will hold a Public Hearing on the Fiscal Year 2023-2024 Budget, Thursday, June 22, 2023, at 6:00 p.m. in the City Council Chambers at 214 Meadow Park Drive, White Settlement, TX 76108. All interested parties are invited to attend.
IPL0127166
Jun 16 2023

DEPARTMENT OF HOMELAND SECURITY

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IPL0127478
Jun 16,23 2023

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IPL0127480
Jun 16,23 2023

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FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.

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IPL0127518
Jun 16 2023

CITY OF LAKE WORTH

NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT
RESCHEDULE
VARIANCE REQUEST
CASE #BOA-2023-02

The Board of Adjustment of the City of Lake Worth, Texas, will conduct a public hearing at 6:00 p.m. on Tuesday, June 27, 2023, at the Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider a variance of the Comprehensive Zoning Ordinance, Article 14.06 Supplemental Regulations, Section 14.06.008 Carports, (c) Criteria, (2) A side yard shall be required and shall be a minimum of five feet (5 ft) in width from the property line and (4) No carport shall exceed 450 square feet in roofed area. A proposed carport would sit 35" at the front of the carport and 2'4" at the rear of the carport from the side property line and would be 555 square feet in roofed area on a 0.49-acre parcel of land known as Block 2, Lot 21, Boat Club Estates of the records of Tarrant County, Texas, which is generally described as 6204 Lakeside Dr, Lake Worth, Texas. All interested parties are encouraged to attend.
IPL0127487
Jun 16 2023

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Please direct any question regarding this matter to Salvador Gonzalez, Interim Planning Manager, 817-230-0440.
IPL0127521
Jun 16 2023



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

**PUBLIC HEARING--Applicant Rezone PD Amendment Winsome Living (Ordinance No. 2023-20) --Salvador Gonzalez Jr.,
Management Analyst**

Consideration and Action for A Request for Rezoning to Amend The Beltmill Planned Development District, Created in Ordinance No.2020-24, To Change the Development Plan and Development Standards Contained In Exhibit B and Exhibit C by Revising Screening Requirements and Building Separation Requirements for Tract 3B, legally described as 45.069 Acres Out of the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas.

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Public Hearings	Item: C
Reference File	Presented By	

BACKGROUND/DISCUSSION:

The City of Saginaw, Texas Planning Office continues to work with the Bonner Kerrington Development Group on the Winsome Living Project, also known as Tract 3B of the Beltmill PD, located at the South West Corner of Beltmill Parkway and Millstone Road. In order to bring the project into conformance with the City Standards, the applicant has requested to reduce building distance requirements to be less than 40 feet, and to remove screening material requirements to improve the front face of the project. DRC has worked with the development group and has established these requests as reasonable and to be the best path forward to continue the project through the DRC Process.

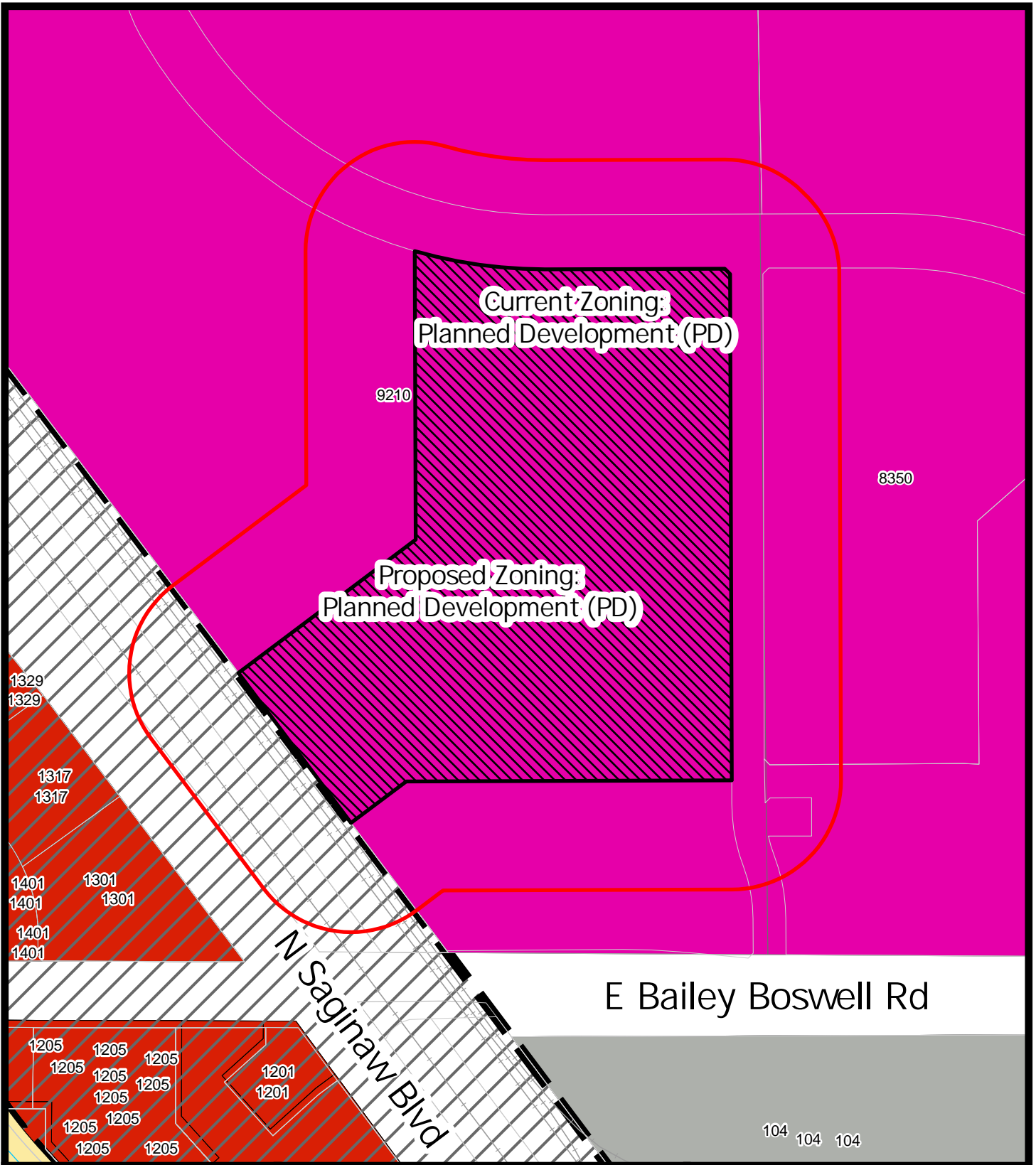
Additionally, the DRC has reviewed a submitted site plan for the development project which reflects the mentioned amendments and has met all city standards and requirements for site plan recommendation of approval.

FINANCIAL IMPACT:



N/A

RECOMMENDATION:

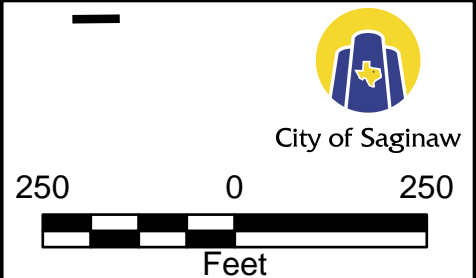
Staff recommends approval of the request so that the Development Project, known as Winsome Living, may continue to move forward in the DRC process.



Legend

-  200ft Buffer
-  Property of Interest

Winsome Living
200 ft Property Owner
Notification



ORDINANCE NO. 2023-

AN ORDINANCE AMENDING BELTMILL PLANNED DEVELOPMENT DISTRICT; PROVIDING DEVELOPMENT STANDARDS AND DEVELOPMENT PLAN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on April 20, 2021 the City Council establishing the Beltmill Planned Development District pursuant to Ordinance No. 2021-10 on approximately 116 acres of land out of Abstract 1497, Tracts 3A, 3D AND 3G3, Benjamin Thomas Survey, located north of Bailey-Boswell Road, east of Business 287 and west of Wagley Robertson Road; and

WHEREAS, the City has received an application to amend the Planned Development District on approximately 45.069 acres out of Beltmill and previously identified as 3B; and

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on June 27, 2023 and the City Council of the City of Saginaw, Texas held a public hearing on July 05, 2023, with respect to the proposed amendment as described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the rezoning of the property; and

WHEREAS, the City Council finds that the requested amendment, as outlined herein, is in the best interest of the City of Saginaw and will promote the health, safety and general welfare of the citizens of the City of Saginaw and the general public.

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

SECTION 1.

Ordinance No. 2021-10 is hereby amended with respect to the following property:

Tract 3B, described as approximately 45.069 acres of land situated situated in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas, and being part of that certain called 398.635 acre tract of land described in Exhibit A in deed in favor of Beltmill Saginaw, LLC., recorded in Instrument Number D220330746 of the Official Public Records of Tarrant County, Texas, as more particularly described on Exhibit "A" attached hereto; and,

Ordinance No. 2021-10 shall remain unmodified with respect to the remainder of the property described in said ordinance amending the Beltmill Planned Development District.

SECTION 2.

The use of Tract 3B shall be subject to the development restrictions, terms and conditions set forth in Exhibit "B" attached hereto, as well as the Development Plan attached hereto as Exhibit "C."

SECTION 3.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Saginaw, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 4.

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

SECTION 5.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of Ordinance No. 2002-04, Ordinance No. 2021-10, or any ordinances governing zoning 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 and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

The City Secretary of the City of 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 8.

This ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

PASSED AND APPROVED ON THIS 5th DAY OF JULY, 2023.

ATTEST:

EFFECTIVE:

APPROVED AS TO FORM AND LEGALITY:

EXHIBIT "A"

ZONING DESCRIPTION TRACT 3B

LEGAL DESCRIPTION

26.537 ACRES

Being all that certain lot, tract or parcel of land situated in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas, and being part of that certain called 398.635 acre tract of land described in Exhibit A in deed in favor of Beltmill Saginaw, LLC., recorded in Instrument Number D220330746 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a car axle found at the northerly re-entrant corner in the east line of said 398.635 acre tract at the southwest corner of that certain called 10.00 acre tract of land described in deed in favor of Lino Ochoa and Maria Ochoa recorded in Instrument Number D206196889 of the Official Public Records of Tarrant County, Texas;

THENCE N 89°55'00" E, with the easterly line of said 398.635 acre tract and the south line of said 10.00 acre tract, passing at a called distance of 465.01 feet the southeast corner of said 10.00 acre tract and the southwest corner of that certain called 10.223 acre tract of land described in deed in favor of Michael Burch and wife, Karen Burch recorded in Instrument Number D206408188 of the Official Public Records of Tarrant County, Texas, continuing with the south line of said 10.223 acre tract a total distance of 712.44 feet to a 3/8" rebar found at the most southerly southeast corner of said 10.223 acre tract, being the northwest corner of Lot 7-R, Block A of the B. Thomas Addition, an addition to Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 5610 (Document Number D200017631) of the Plat Records of Tarrant County, Texas;

THENCE S 48°40'00" E, continuing with the easterly line of said 398.635 acre tract and the west line of said Lot 7-R, passing at a called distance of 233.86 feet the southwest corner of said Lot 7-R and the northwest corner of Lot 6-R, Block A of said B. Thomas Addition, continuing with the west line of said Lot 6-R a distance of 1257.47 feet to the southeast corner of said Lot 6R, being the southwest corner of Lot 5-R, Block A of said B. Thomas Addition, and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of William V. Sloan and June Perner Sloan, recorded in Volume 4338, Page 81 of the Deed Records of Tarrant County, Texas;

THENCE S 00°48'00" E, 537.46 feet continuing with the easterly line of said 398.635 acre tract and the west line of said 25 acre tract to a 3/4" steel rod found at the southwest corner of said 25 acre tract, being the southerly re-entrant corner in the easterly line of said 398.635 acre tract and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of CFI Farm Properties, LLC, recorded in Instrument Number D209083861 of the Official Public Records of Tarrant County, Texas;

THENCE N 89°50'10" E, continuing with the easterly line of said 398.635 acre tract, the south line of said 25 acre Sloan tract and the north line of said 25 acre CFI tract, passing at 1995.4 feet a 1" rebar found for witness on the west line of Wagley Robertson Road, A.K.A. County Road 4108, continuing a total distance of 2027.83 feet to the southeast corner of said 25 acre Sloan tract, the northeast corner of said 25 acre CFI tract and the most easterly northeast corner of said 398.635 acre tract;

THENCE S 00°37'30" E, continuing with the east line of said 398.635 acre tract and the east line of said 25 acre CFI tract, in said Wagley Robertson Road, passing at a called distance of 535.0 feet the southeast corner of said 25 acre CFI tract, continuing a distance of 1055.85 feet to a magnetic nail found in asphalt paving at the southeast corner of that certain called 241.626 acre tract of land described in deed in favor of D. R. Horton – Texas, Ltd., recorded in Instrument Number D220334094 of the Official Public Records of Tarrant County, Texas;

THENCE S 00°37'30" E, 1,197.00 feet continuing with the east line of said 398.635 acre tract, in said Wagley Robertson Road, to a 1/2" capped rebar set (MCADAMS) at the southeast corner of said 398.635 acre tract, being on the north line of East Bailey Boswell Road as evidenced by that certain called 3.318 acre tract of land described in right-of-way deed in favor of the City of Saginaw, Texas, recorded in Instrument Number D198013681 of the Official Public Records of Tarrant County, Texas;

THENCE S 33°04'55" W, 345.29 feet with the south line of said 398.635 acre tract, the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to a 1/2" capped rebar set (McAdams) at the beginning of a curve to the right;

THENCE continuing with the south line of said 398.635 acre tract, the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract with the arc of said curve to the right having a radius of 795.00 feet, a central angle of 56°44'15" and an arc length of 787.25 feet whose chord bears S 61°27'02" W, 755.48 feet to a 1/2" rebar found at a point of tangency;

THENCE S 89°49'10" W, 660.43 feet continuing with the south line of said 398.635 acre tract, the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to a 1/2" capped rebar set (McAdams) at the southeast corner of that certain called 0.423 acre tract of land described in Easement and Right-of-Way Agreement in favor of the City of Saginaw, recorded in Instrument Number D217022485 of the Official Public Records of Tarrant County, Texas;

THENCE N 00°10'50" W, 12.00 feet continuing with the north line of said East Bailey Boswell Road and the east line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the northeast corner thereof;

THENCE S 89°49'10" W, 65.00 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at an angle point;

THENCE N 84°42'10" W, 175.17 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the beginning of a curve to the left;

THENCE continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract with the arc of said curve to the left having a radius of 1038.00 feet, a central angle of 05°43'25" and an arc length of 103.69 feet, whose chord bears N 87°33'52" W, 103.65 feet to a 1/2" capped rebar set (McAdams) at a point of tangency;

THENCE S 89°34'25" W, 341.35 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a "+" set in concrete at the northwest corner of said 0.423 acre tract, being on the east of the Fort Worth and Denver Railroad as evidenced in Volume 3299, Page 285 of the Deed Records of Tarrant County, Texas, and being on the west line of said 398.635 acre tract;

THENCE N 36°58'20" W, 291.00 feet with the east line of said Fort Worth and Denver Railroad and the west line of said 398.635 acre tract to a 1/2" capped rebar set (MCADAMS) at the **POINT OF BEGINNING**;

THENCE N 36°58'20" W, 344.00 feet continuing with the east line of said Fort Worth and Denver Railroad and the west line of said 398.635 acre tract to a 1/2" capped rebar set (MCADAMS), from which a 1/2" capped rebar found (PELTON) at the southwest corner of the aforementioned 241.626 acre tract bears N 36°58'20" W, 1,581.89 feet;

THENCE N 53°01'40" E, 405.00 feet to a 1/2" capped rebar set (MCADAMS);

THENCE N 00°10'50" W, 536.63 feet to a 1/2" capped rebar set (MCADAMS);

THENCE with the arc of a curve to the left having a radius of 850.00 feet, a central angle of 17°36'59" and an arc length of 261.35 feet whose chord bears S 81°22'41" E, 260.32 feet to a 1/2" capped rebar set (MCADAMS) at a point of tangency;

THENCE N 89°48'50" E, 639.72 feet to a 1/2" capped rebar set (MCADAMS) at the beginning of a curve to the right;

THENCE with the arc of said curve to the right having a radius of 630.00 feet, a central angle of 45°31'15" and an arc length of 500.53 feet whose chord bears S 67°25'33" E, 487.47 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 43°47'05" W, 125.00 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 48°43'50" W, 281.00 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 00°10'50" E, 476.61 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 89°48'50" W, 1,065.98 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 53°01'40" W, 125.20 feet to the **POINT OF BEGINNING** and containing approximately 26.537 acres of land.

Bearings based Texas Coordinate System, North Central Zone (4202), NAD '82.

PRELIMINARY DOCUMENT:

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

MARK PAINE, RPLS 5078

06/16/2021

EXHIBIT "B"

TRACT 3B – LAND USE AND DEVELOPMENT STANDARDS

TRACT 3B

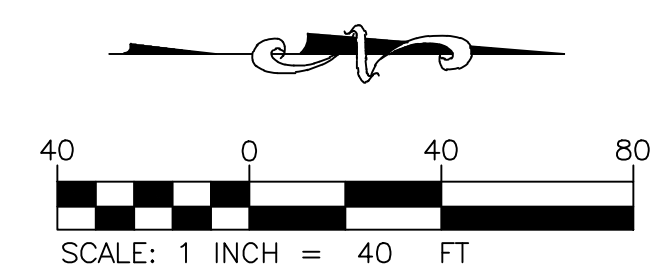
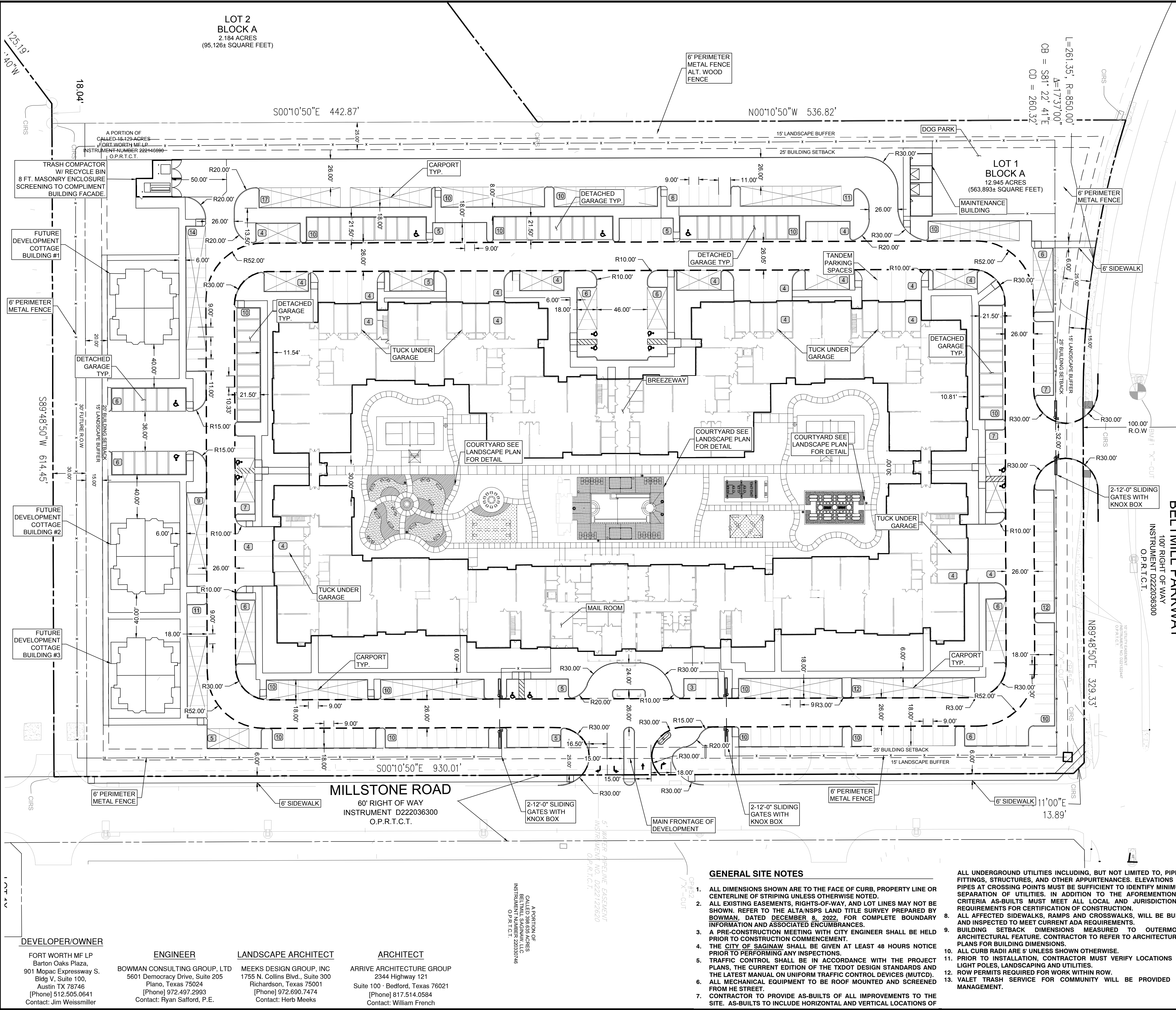
MULTI-FAMILY (MF-2)

Tract 3B will be developed according to the Development Standards approved in Ordinance 2021-10 Tract 3 Multi-Family (MF2). Site plan approval will be required to demonstrate compliance with the District in addition to the requirements set forth in Section 8-1 Site Plan Requirements of the Zoning Ordinance.

Separation of detached garages from other structures may be less than 40-ft and as shown on the proposed Site Plan. Where applicable additional fire suppression – sprinkler system will be utilized within the detached garages.

6-ft height wood fence screening to be allowed along western property line in lieu of masonry screen wall.

EXHIBIT "C"



PROPOSED LEGEND

- PROPOSED BUILDING
- PROPERTY LINE
- EASEMENT LINE
- PROPOSED CURB & GUTTER
- FIRE LANE
- BUILDING SETBACK
- LANDSCAPE BUFFER
- CONCRETE SIDEWALK
- TRANSFORMER
- LIGHT POLE
- HEADWALL
- CURB INLET
- GRATE INLET
- STORMSEWER MANHOLE
- SANITARY CLEAN OUT
- SANITARY MANHOLE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- WATER METER
- PARKING COUNT

SITE DATA TABLE

PROJECT NAME	WINSOME LIVING
ZONING	BELTMILL PLANNED DEVELOPMENT - URBAN RESIDENTIAL (MF-2)
PROPOSED USE	MULTIFAMILY RESIDENTIAL
LOT AREA/SF AND AC	12,944 ACRES / 563,859 ± SF
PROPOSED UNIT DENSITY REQUIRED	24 d u per acre
PROPOSED UNIT DENSITY	20.79 d u per acre
BUILDING AREA (GROSS SQUARE FOOTAGE)	2.70 ACRES / 117,544 SF
BUILDING HEIGHT (FEET AND NUMBER OF STORIES)	45FT (3-STORY)
LOT COVERAGE	129,068 / 563,859 = 22.89%
MULTIFAMILY UNITS	
# OF 1 BEDROOMS & MINIMUM UNIT SIZE (MIN. 700SF)	154
# OF 2 BEDROOMS & MINIMUM UNIT SIZE (MIN. 1,014SF)	104
FUTURE COTTAGE BUILDING 1 BEDROOM UNITS (MIN. 9,565SF)	12
TOTAL UNIT COUNT	270 UNITS
PARKING	
TOTAL PARKING REQUIRED (WITH RATIO)	1.5 PER 1 BEDROOM & STUDIO, 2 PER 2 BEDROOM
TOTAL PARKING PROVIDED	457
TOTAL PARKING PROVIDED	430
LANDSCAPE	
MINIMUM FRONT YARD	15 FT
MINIMUM SIDE YARD	15 FT
MINIMUM REAR YARD	15 FT
OPEN SPACE REQUIRED	0.5% X 134,582 = 69,212 SF
OPEN SPACE PROVIDED	70,000 SF
PARKING LOT LANDSCAPE PROVIDED	105F PER PARKING SPACE =
PARKING LOT LANDSCAPE PROVIDED	22,764 SF

GENERAL SITE NOTES

- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB, PROPERTY LINE OR CENTERLINE OF STRIPING UNLESS OTHERWISE NOTED.
- ALL EXISTING EASEMENTS, RIGHTS-OF-WAY, AND LOT LINES MAY NOT BE SHOWN. REFER TO THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY BOWMAN, DATED DECEMBER 8, 2022, FOR COMPLETE BOUNDARY INFORMATION AND ASSOCIATED ENCUMBRANCES.
- A PRE-CONSTRUCTION MEETING WITH CITY ENGINEER SHALL BE HELD PRIOR TO CONSTRUCTION COMMENCEMENT.
- THE CITY OF SAGINAW SHALL BE GIVEN AT LEAST 48 HOURS NOTICE PRIOR TO PERFORMING ANY INSPECTIONS.
- TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE TxDOT DESIGN STANDARDS AND THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL MECHANICAL EQUIPMENT TO BE ROOF MOUNTED AND SCREENED FROM HE STREET.
- CONTRACTOR TO PROVIDE AS-BUILTS OF ALL IMPROVEMENTS TO THE SITE. AS-BUILTS TO INCLUDE HORIZONTAL AND VERTICAL LOCATIONS OF

- ALL UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, PIPES, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES. ELEVATIONS OF PIPES AT CROSSING POINTS MUST BE SUFFICIENT TO IDENTIFY MINIMUM SEPARATION OF UTILITIES. IN ADDITION TO THE AFOREMENTIONED CRITERIA AS-BUILTS MUST MEET ALL LOCAL AND JURISDICTIONAL REQUIREMENTS FOR CERTIFICATION OF CONSTRUCTION.
- ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS, WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
- BUILDING SETBACK DIMENSIONS MEASURED TO OUTERMOST ARCHITECTURAL FEATURE. CONTRACTOR TO REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS.
- ALL CURB RADI ARE 5' UNLESS SHOWN OTHERWISE.
- PRIOR TO INSTALLATION, CONTRACTOR MUST VERIFY LOCATIONS OF LIGHT POLES, LANDSCAPES AND UTILITIES.
- ROW PERMITS REQUIRED FOR WORK WITHIN ROW.
- VALET TRASH SERVICE FOR COMMUNITY WILL BE PROVIDED BY MANAGEMENT.

Bowman
 2505 Dallas Parkway
 Suite 310
 Plano, Texas 75093
 Phone: (972) 407-2900
 Fax: (972) 927-4962
 www.bowman.com

REVISION	DATE	DESCRIPTION

SITE PLAN
 WINSOME LIVING AT BELTMILL
 SOUTHWEST QUADRANT OF
 BELTMILL PARKWAY & MILLSTONE ROAD
 SAGINAW TEXAS

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF RYAN SAFFORD, P.E.
 ON JUNE 7, 2023.
 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DESIGN	DRAWN	CHKD
BB	MP	BB
JOB No. 070618-01-001		
SHEET C1.0		

V:\2023\18 - Winsome Living Belmont Mill (Mailed)\070618-01-001 (ENG) - Saginaw, Texas\Engineering\Plans\Sheet Set\PrimPlan\PrimPlan.dwg, SITE PLAN.dwg, SITE PLAN.dwg, June 07, 2023, 12:38 PM, lbarco

DEVELOPER/OWNER
 FORT WORTH MF LP
 Barton Oaks Plaza,
 901 Mopac Expressway S.
 Bldg V, Suite 100,
 Austin TX 78746
 [Phone] 512.505.0641
 Contact: Jim Weissmiller

ENGINEER
 BOWMAN CONSULTING GROUP, LTD
 5601 Democracy Drive, Suite 205
 Plano, Texas 75024
 [Phone] 972.497.2993
 Contact: Ryan Safford, P.E.

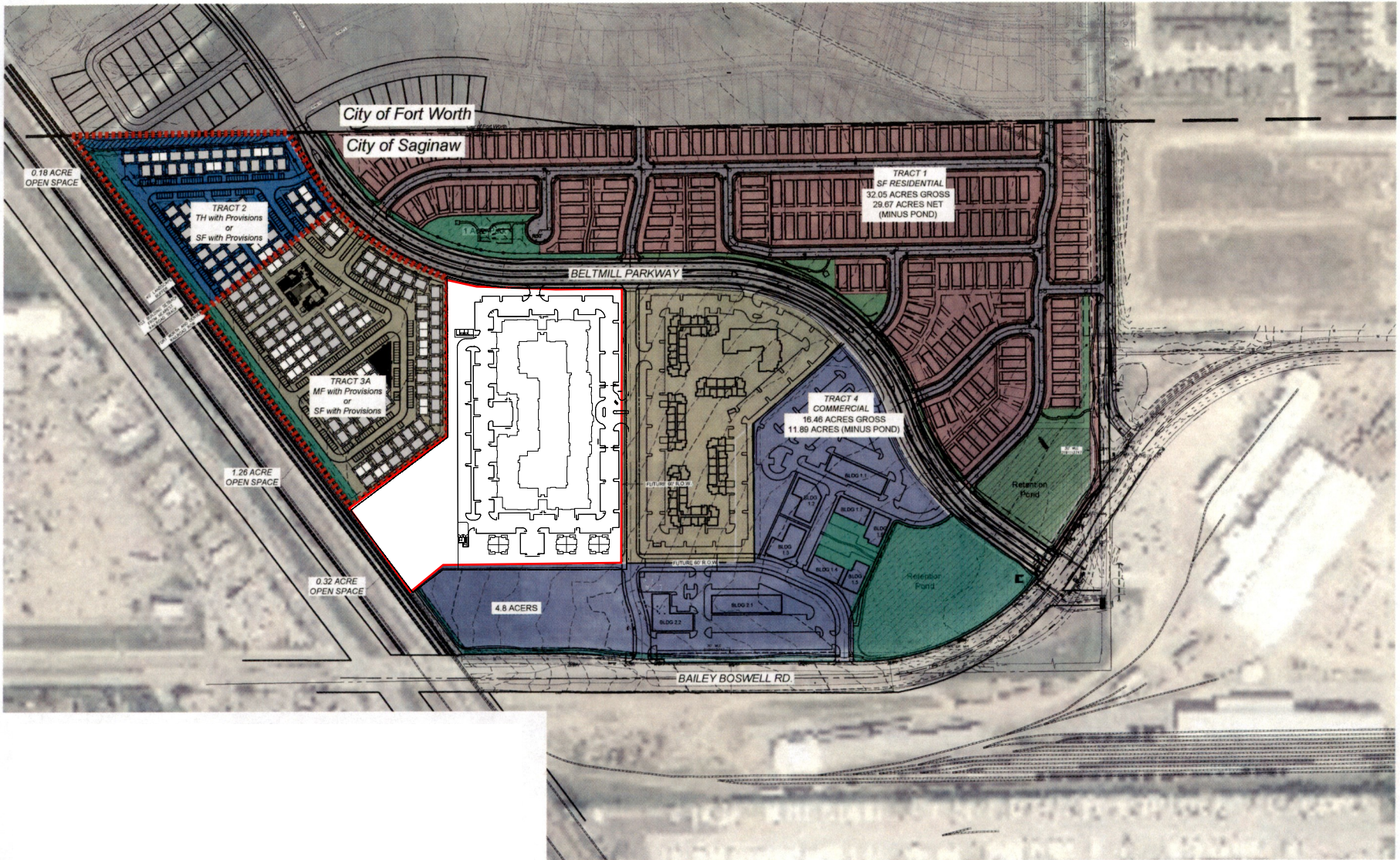
LANDSCAPE ARCHITECT
 MEEKS DESIGN GROUP, INC
 1755 N. Collins Blvd., Suite 300
 Richardson, Texas 75001
 [Phone] 972.690.7474
 Contact: Herb Meeks

ARCHITECT
 ARRIVE ARCHITECTURE GROUP
 2344 Highway 121
 Suite 100 • Bedford, Texas 76021
 [Phone] 817.514.0584
 Contact: William French

A PORTION OF
 CALLED 16.429 ACRES
 4001 NORTH ME LLP
 INSTRUMENT NUMBER 2221466599
 O.P.R.T.C.T.

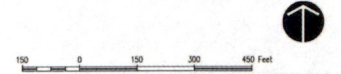
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 4001 NORTH ME LLP
 INSTRUMENT NO. D222122620
 O.P.R.T.C.T.

A PORTION OF
 CALLED 16.429 ACRES
 4001 NORTH ME LLP
 INSTRUMENT NUMBER 220300746
 O.P.R.T.C.T.



Development Plan
 Beltmill
 City of Saginaw
 Tarrant County, Texas

EXHIBIT "C"



RD No. 101-19001 - 2016 November 11, 2011 - 07.02
 2:\projects\101\101-19001\dwg\101-19001-03-13 Development Plan.dwg
 This concept plan is intended for conceptual
 developmental use and shall not be interpreted
 as an official or submitted document. All aerial
 and map images were obtained from best
 available information. This plan is subject to
 change.

Jobs, Autos & Classifieds

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CAR TALK

Take baby steps toward your next great adventure

BY RAY MAGLIOZZI



Dear Car Talk:
I am a longtime fan of your Car Talk podcast, writing and humor! I will be turning 70 soon and plan to retire sometime next year. I want to get a small travel trailer and pull it around the U.S. and see our grand country. I'm the original owner of a 1997 Toyota Camry and am still driving it. It has almost 300,000 miles on it. I know I will need another vehicle to pull the trailer around. Do you think a truck or SUV like a Jeep Grand Cherokee, Toyota Highlander, or Chevy Traverse would be a good vehicle to use with a small trailer? Also, which do you think would be the most comfortable to drive? Thanks so much! — Ann

Would you consider a Lexus sedan, an

AMEX card, and a Marriott Bonvoy membership, Ann?

Seriously, driving a truck with a trailer could be quite a burden after living with your easy-to-drive Camry for 25 years. Maybe you can rent a truck and trailer and try it out for a week before dropping

you need.

If you get a relatively small, light trailer, you might be able to tow it with a smaller vehicle, in which case a Toyota RAV4, Honda CR-V, Ford Bronco Sport, or Subaru Forester might be enough.

If you need more towing capacity, I

IF YOU DO DECIDE THAT THIS IS AN ADVENTURE YOU WANT TO GO ON, START BY PICKING OUT YOUR TRAILER FIRST. YOU'D HATE TO SPEND \$50,000 ON AN SUV, AND THEN FIND OUT IT DOESN'T HAVE THE TOWING CAPACITY YOU NEED. IF YOU GET A RELATIVELY SMALL, LIGHT TRAILER, YOU MIGHT BE ABLE TO TOW IT WITH A SMALLER VEHICLE, IN WHICH CASE A TOYOTA RAV4, HONDA CR-V, FORD BRONCO SPORT, OR SUBARU FORESTER MIGHT BE ENOUGH.

a chunk of your IRA on this idea.

If you do decide that this is an adventure you want to go on, start by picking out your trailer first. You'd hate to spend \$50,000 on an SUV, and then find out it doesn't have the towing capacity

like the Highlander. It'll probably be very reliable, just like that Camry with 300,000 miles on it. The Grand Cherokee is very comfortable. And the Traverse makes good use of its interior space — which you probably won't need

because all your earthly belongings will be dangling behind you in the trailer. If you do need a larger, three-row crossover, also put the Kia Telluride and the Honda Pilot on your test-drive list.

But, in the end, choose something that has the towing capacity you need, and that you feel very comfortable and at ease driving. You'll be spending a lot of time behind the wheel, on unfamiliar roads, dragging a small house behind you. So, your comfort and confidence is going to be very important.

Once you make your choices, get some instruction on driving with a trailer. Practice in an empty parking lot until you get the hang of turning the wheel one way to get the trailer to go the other way while backing up. Fun!

And however you decide to see the country, Ann, send a postcard or two.

Got a question about cars? Write to Ray in care of King Features, 628 Virginia Drive, Orlando, FL 32803, or email by visiting the Car Talk website at www.cartalk.com. (c) 2023 by Ray Magliozzi and Doug Berman Distributed by King Features Syndicate, Inc.

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Announcements

Community Events



COMMUNITY FORUM PART II - FOREST HILL, TX

Fort Worth Bible Fellowship,
2900 E. Altamesa Blvd., Fort Worth, TX 76140

11:00 a.m. to 1:30 p.m.
June 24, 2023

This will be the 2nd Forest Hill Community Forum for our citizens. The forum will look at obstacles and solutions for our city via a discussion-driven platform. Seating available for about 50 attendees. NO childcare/daycare available at this event. Please RSVP by email: bmscc2012@gmail.com or by text: 210-544-0712 to confirm your attendance. Rev. Willie Glaster - Bright Morning Star Community Consulting

Auctions

Garage Sales

Garage Sale--2914 Mistletoe Court

Pantego Electric mower, hedger, pet hutch, sofa, love seat, coffee table, bicycles, clothes, toys and more for sale June 17-18 9 AM-5 PM

76116 OFF SW BLVD

7333 Davenport Tons of nice 1X2X,- girls 5-8,TV,wall art,misc. FRI. SAT

Huge sale. Thu, Fri, Sat Furniture, tools, housewares, Dooney & Bourke purses, tvs, computer. Much to see. 6000 Pathfinder Trail, Fort Worth

Animals

Dogs



Beautiful Mini Aussiedoodle Puppies \$1200

2/m 1/f Tri Colored 13 wk old puppies. Vet check and up-to-date with vac's. 713.387.9575 Call now only 3 left!



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Legals

NOTICE IS HEREBY GIVEN

that a public hearing will be held by the Westworth Village P&Z Commission on 07/06/2023 at 7:00pm and at the City Council meeting on 07/11/2023 at 7:00PM, to receive input on a request for a Specific Use Permit at 6530 Hawks Creek Ave Suite 102. Interested persons are invited to attend. This facility and its parking lot are wheelchair accessible. Requests for accommodations must be made 48 hours prior to this meeting by contacting the City Secretary at 817-710-2500.
IPL0127444
Jun 16,20 2023

NOTICE OF PUBLIC HEARING
BENBROOK ECONOMIC DEVELOPMENT CORPORATION (BEDC)
June 26, 2023

Notice is hereby given that the Benbrook Economic Development Corporation (BEDC) Board of Directors will conduct a public hearing at their regular board meeting, beginning at 6:30 p.m. on Monday, June 26, 2023, at Benbrook City Hall, 911 Winscott Road, Benbrook, Texas 76126, to receive and consider approval of the Proposed Fiscal Year 2023 - 2024 Budget.
As an interested citizen, you may appear at the public hearing or you may send a notice to Cynthia D. Williams, Assistant Director, EDC/Marketing, Benbrook, TX 76126 stating your position.
Signed: Cynthia D. Williams
Assistant Director, EDC/Marketing
IPL0127302
Jun 15-16,18-23,25-26 2023

Legals

NOTICE

The Colleyville Crime Control and Prevention District Board of Directors will meet June 20, 2023 at 5:00 p.m. at City Hall, 100 Main Street, for the purpose of holding a discussion and public hearing on the budget for Fiscal Year 2024.
IPL0127363
Jun 16 2023

NOTICE IS HEREBY GIVEN

that Westworth Village City Council met on 06/13/2023 at 7:00PM and adopted Ordinances 498 and 499 establishing a short- & long-term rental and vacant building registration requirements, establishing fees, providing definitions, setting penalties for noncompliance, effective immediately; granting a grace period for initial registration to be completed no later than January 15, 2024.
IPL0127445
Jun 16 2023

City of Haslet

Notice of Public Hearing
The Haslet Planning and Zoning Commission will conduct a Public Hearing on June 27, 2023, at 6:30 pm in the Haslet Community Center, 105 Main Street, Haslet, Texas 76052, to hear a request for a revised Site Plan as per Article II Section 2.5.4 of Chapter 14 Exhibit 14A of the Zoning Ordinance, for changing the building and parking configuration. The property is commonly known as 112 Harmon Road and is located west of Hamon Road and south of Westport Parkway
The City Council of the City of Haslet will also hold a Public Hearing on the same matter on July 17, 2023, at 7:00pm in the Haslet Community Center, 105 Main Street, Haslet, Texas 76052.

At said time and place, all persons shall have the right to appear and be heard of all said matters and things, and all persons interested in the things and matters herein mentioned will take notice.

For further information, please contact City Secretary Katrina White at 817-439-5931.

PUBLISHED IN THE FORT WORTH STAR TELEGRAM ON Friday, June 16, 2023.

IPL0127199
Jun 16 2023

DEPARTMENT OF HOMELAND SECURITY

FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for the City of Everman, Tarrant County, Texas, Case No. 23-06-0333R
The Department of Homeland Security's Federal Emergency Management Agency (FEMA) solicits technical information or comments on proposed flood hazard determinations for the Flood Insurance Rate Map (FIRM), and where applicable, the Flood Insurance Study (FIS) report for your community. These flood hazard determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries or zone designations, or the regulatory floodway. The FIRM and, if applicable, the FIS report have been revised to reflect these flood hazard determinations through issuance of a Letter of Map Revision (LOMR), in accordance with Title 44, Part 65 of the Code of Federal Regulations. These determinations are the basis for the floodplain management measures that your community is required to adopt or show evidence of having in effect to qualify or remain qualified for participation in the National Flood Insurance Program. For more information on the proposed flood hazard determinations and information on the statutory 90-day period provided for appeals, please visit FEMA's website at https://www.floodmaps.fema.gov/fhm/BFE_Status/bfe_main.asp, or call the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-FEMA MAP (1-877-336-2627).
IPL0126430
Jun 9,16 2023

NOTICE

The City of White Settlement Crime Control and Prevention District will hold a Public Hearing on the Fiscal Year 2023-2024 Budget, Thursday, June 22, 2023, at 6:00 p.m. in the City Council Chambers at 214 Meadow Park Drive, White Settlement, TX 76108. All interested parties are invited to attend.
IPL0127166
Jun 16 2023

DEPARTMENT OF HOMELAND SECURITY

FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for the City of Fort Worth, Tarrant County, Texas, Case No. 22-06-1840R

The Department of Homeland Security's Federal Emergency Management Agency (FEMA) solicits technical information or comments on proposed flood hazard determinations for the Flood Insurance Rate Map (FIRM), and where applicable, the Flood Insurance Study (FIS) report for your community. These flood hazard determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries or zone designations, or the regulatory floodway. The FIRM and, if applicable, the FIS report have been revised to reflect these flood hazard determinations through issuance of a Letter of Map Revision (LOMR), in accordance with Title 44, Part 65 of the Code of Federal Regulations. These determinations are the basis for the floodplain management measures that your community is required to adopt or show evidence of having in effect to qualify or remain qualified for participation in the National Flood Insurance Program. For more information on the proposed flood hazard determinations and information on the statutory 90-day period provided for appeals, please visit FEMA's website at https://www.floodmaps.fema.gov/fhm/BFE_Status/bfe_main.asp, or call the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-FEMA MAP (1-877-336-2627).
IPL0127478
Jun 16,23 2023

DEPARTMENT OF HOMELAND SECURITY

FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for the City of Fort Worth, Tarrant County, Texas, Case No. 23-06-0164R

The Department of Homeland Security's Federal Emergency Management Agency (FEMA) solicits technical information or comments on proposed flood hazard determinations for the Flood Insurance Rate Map (FIRM), and where applicable, the Flood Insurance Study (FIS) report for your community. These flood hazard determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries or zone designations, or the regulatory floodway. The FIRM and, if applicable, the FIS report have been revised to reflect these flood hazard determinations through issuance of a Letter of Map Revision (LOMR), in accordance with Title 44, Part 65 of the Code of Federal Regulations. These determinations are the basis for the floodplain management measures that your community is required to adopt or show evidence of having in effect to qualify or remain qualified for participation in the National Flood Insurance Program. For more information on the proposed flood hazard determinations and information on the statutory 90-day period provided for appeals, please visit FEMA's website at https://www.floodmaps.fema.gov/fhm/BFE_Status/bfe_main.asp, or call the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-FEMA MAP (1-877-336-2627).
IPL0127480
Jun 16,23 2023

CITY OF SAGINAW PUBLIC NOTICE

The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on June 27, 2023 to consider a change in zoning and a planned development on 3 acres out of Albright, Alexander F Survey Abstract 1849 Tract 2A from Multi-Family Housing (MF1) to a Planned Development (PD) for multi-family housing (MF1). The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on July 05, 2023 to consider the above-mentioned request for a Planned Development and zoning change, contingent upon the receipt of a report regarding the planned development and zoning change from the Planning and Zoning Commission. Both meetings will be at the City of Saginaw City Hall located at 333 W. McLeroy Boulevard, Saginaw, Texas, 76179.

FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.

Please direct any question regarding this matter to Salvador Gonzalez Jr., Interim Planning Manager, 817-230-0440.

IPL0127518
Jun 16 2023

CITY OF LAKE WORTH

NOTICE OF PUBLIC HEARING BOARD OF ADJUSTMENT RESCHEDULE

VARIANCE REQUEST
CASE #BOA-2023-02

The Board of Adjustment of the City of Lake Worth, Texas, will conduct a public hearing at 6:00 p.m. on Tuesday, June 27, 2023, at the Lake Worth City Council Chambers, 3805 Adam Grubb, Lake Worth, Texas 76135 to hear public comment and consider a variance of the Comprehensive Zoning Ordinance, Article 14.06 Supplemental Regulations, Section 14.06.008 Carports, (c) Criteria, (2) A side yard shall be required and shall be a minimum of five feet (5 ft) in width from the property line and (4) No carport shall exceed 450 square feet in roofed area. A proposed carport would sit 35" at the front of the carport and 2'4" at the rear of the carport from the side property line and would be 555 square feet in roofed area on a 0.49-acre parcel of land known as Block 2, Lot 21, Boat Club Estates of the records of Tarrant County, Texas, which is generally described as 6204 Lakeside Dr, Lake Worth, Texas. All interested parties are encouraged to attend.
IPL0127487
Jun 16 2023

CITY OF SAGINAW PUBLIC NOTICE

The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on June 27, 2023 to consider a change in the Belmill Planned Development District, commonly referred to as "Belmill", providing development standards and development plan, on the 15.1290 acres of land, described as Tract 3A8, Abstract 1497, Benjamin Thomas Survey (Per TAD) located at the South West corner of Belmill Parkway and Millstone Road revising the screening requirements and building separation requirements of Tract 3B. The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on July 05, 2023 to consider the above-mentioned request for a zoning amendment, contingent upon the receipt of a report regarding the zoning amendment from the Planning and Zoning Commission. Both meetings will be at the City of Saginaw City Hall located at 333 W. McLeroy Boulevard, Saginaw, Texas, 76179.

FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.

Please direct any question regarding this matter to Salvador Gonzalez, Interim Planning Manager, 817-230-0440.

IPL0127521
Jun 16 2023



Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
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Attention: Rick Trice
 CITY OF SAGINAW
 PO BOX 79070
 FORT WORTH, TX 761790070

jengland@ci.saginaw.tx.us

**CITY OF SAGINAW
 PUBLIC NOTICE**

The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on June 27, 2023 to consider a change in the Beltmill Planned Development District, commonly referred to as "Beltmill"; providing development standards and development plan, on the 15.1290 acres of land, described as Tract 3A8, Abstract 1497, Benjamin Thomas Survey (Per TAD) located at the South West corner of Beltmill Parkway and Millstone Road revising the screening requirements and building separation requirements of Tract 3B. The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on July 05, 2023 to consider the above-mentioned request for a zoning amendment, contingent upon the receipt of a report regarding the zoning amendment from the Planning and Zoning Commission. Both meetings will be at the City of Saginaw City Hall located at 333 W. McLeroy Boulevard, Saginaw, Texas, 76179.

FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.

Please direct any question regarding this matter to Salvador Gonzalez, Interim Planning Manager, 817-230-0440.
 IPL0127521
 Jun 16 2023

**THE STATE OF TEXAS
 COUNTY OF TARRANT**

Before me, a Notary Public in and for said County and State, this day personally appeared Stefani Beard, 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:

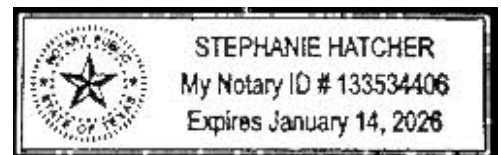
1 insertion(s) published on:
 06/16/23

Stefani Beard

Sworn to and subscribed before me this 21th day of June in the year of 2023

Stephanie Hatcher

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



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City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Consideration and Action Regarding Approval of a Site Plan for Winsome Living -- Salvador Gonzalez Jr., Management Analyst

Consideration and Action Regarding Approval of a Site Plan for Tract 3B of the Beltmill Planned Development, legally described As the 45.069 acres out of the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas.

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Business	Item: A
Reference File	Presented By	

BACKGROUND/DISCUSSION:

The City of Saginaw, Texas Planning Office continues to work with the Bonner Kerrington Development Group on the Winsome Living Project, also known as Tract 3B of the Beltmill PD, located at the South West Corner of Beltmill Parkway and Millstone Road. In order to bring the project into conformance with the City Standards, the applicant has requested to reduce building distance requirements to be less than 40 feet, and to remove screening material requirements to improve the front face of the project. DRC has worked with the development group and has established these requests as reasonable and to be the best path forward to continue the project through the DRC Process.

Additionally, the DRC has reviewed a submitted site plan for the development project which reflects the mentioned amendments and has met all city standards and requirements for site plan recommendation of approval.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the request so that the Development Project, known as Winsome Living, may continue to move forward in the DRC process.

ORDINANCE NO. 2023-

AN ORDINANCE AMENDING BELTMILL PLANNED DEVELOPMENT DISTRICT; PROVIDING DEVELOPMENT STANDARDS AND DEVELOPMENT PLAN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on April 20, 2021 the City Council establishing the Beltmill Planned Development District pursuant to Ordinance No. 2021-10 on approximately 116 acres of land out of Abstract 1497, Tracts 3A, 3D AND 3G3, Benjamin Thomas Survey, located north of Bailey-Boswell Road, east of Business 287 and west of Wagley Robertson Road; and

WHEREAS, the City has received an application to amend the Planned Development District on approximately 45.069 acres out of Beltmill and previously identified as 3B; and

WHEREAS, the Planning and Zoning Commission of the City of Saginaw, Texas held a public hearing on June 27, 2023 and the City Council of the City of Saginaw, Texas held a public hearing on July 05, 2023, with respect to the proposed amendment as described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the rezoning of the property; and

WHEREAS, the City Council finds that the requested amendment, as outlined herein, is in the best interest of the City of Saginaw and will promote the health, safety and general welfare of the citizens of the City of Saginaw and the general public.

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

SECTION 1.

Ordinance No. 2021-10 is hereby amended with respect to the following property:

Tract 3B, described as approximately 45.069 acres of land situated situated in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas, and being part of that certain called 398.635 acre tract of land described in Exhibit A in deed in favor of Beltmill Saginaw, LLC., recorded in Instrument Number D220330746 of the Official Public Records of Tarrant County, Texas, as more particularly described on Exhibit "A" attached hereto; and,

Ordinance No. 2021-10 shall remain unmodified with respect to the remainder of the property described in said ordinance amending the Beltmill Planned Development District.

SECTION 2.

The use of Tract 3B shall be subject to the development restrictions, terms and conditions set forth in Exhibit "B" attached hereto, as well as the Development Plan attached hereto as Exhibit "C."

SECTION 3.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Saginaw, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 4.

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

SECTION 5.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of Ordinance No. 2002-04, Ordinance No. 2021-10, or any ordinances governing zoning 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 and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

The City Secretary of the City of 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 8.

This ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

PASSED AND APPROVED ON THIS 5th DAY OF JULY, 2023.

ATTEST:

EFFECTIVE:

APPROVED AS TO FORM AND LEGALITY:

EXHIBIT "A"

ZONING DESCRIPTION TRACT 3B

LEGAL DESCRIPTION

26.537 ACRES

Being all that certain lot, tract or parcel of land situated in the Heirs of Benjamin Thomas Survey, Abstract Number 1497, City of Saginaw, Tarrant County, Texas, and being part of that certain called 398.635 acre tract of land described in Exhibit A in deed in favor of Beltmill Saginaw, LLC., recorded in Instrument Number D220330746 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a car axle found at the northerly re-entrant corner in the east line of said 398.635 acre tract at the southwest corner of that certain called 10.00 acre tract of land described in deed in favor of Lino Ochoa and Maria Ochoa recorded in Instrument Number D206196889 of the Official Public Records of Tarrant County, Texas;

THENCE N 89°55'00" E, with the easterly line of said 398.635 acre tract and the south line of said 10.00 acre tract, passing at a called distance of 465.01 feet the southeast corner of said 10.00 acre tract and the southwest corner of that certain called 10.223 acre tract of land described in deed in favor of Michael Burch and wife, Karen Burch recorded in Instrument Number D206408188 of the Official Public Records of Tarrant County, Texas, continuing with the south line of said 10.223 acre tract a total distance of 712.44 feet to a 3/8" rebar found at the most southerly southeast corner of said 10.223 acre tract, being the northwest corner of Lot 7-R, Block A of the B. Thomas Addition, an addition to Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 5610 (Document Number D200017631) of the Plat Records of Tarrant County, Texas;

THENCE S 48°40'00" E, continuing with the easterly line of said 398.635 acre tract and the west line of said Lot 7-R, passing at a called distance of 233.86 feet the southwest corner of said Lot 7-R and the northwest corner of Lot 6-R, Block A of said B. Thomas Addition, continuing with the west line of said Lot 6-R a distance of 1257.47 feet to the southeast corner of said Lot 6R, being the southwest corner of Lot 5-R, Block A of said B. Thomas Addition, and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of William V. Sloan and June Perner Sloan, recorded in Volume 4338, Page 81 of the Deed Records of Tarrant County, Texas;

THENCE S 00°48'00" E, 537.46 feet continuing with the easterly line of said 398.635 acre tract and the west line of said 25 acre tract to a 3/4" steel rod found at the southwest corner of said 25 acre tract, being the southerly re-entrant corner in the easterly line of said 398.635 acre tract and being the northwest corner of that certain called 25 acre tract of land described in deed in favor of CFI Farm Properties, LLC, recorded in Instrument Number D209083861 of the Official Public Records of Tarrant County, Texas;

THENCE N 89°50'10" E, continuing with the easterly line of said 398.635 acre tract, the south line of said 25 acre Sloan tract and the north line of said 25 acre CFI tract, passing at 1995.4 feet a 1" rebar found for witness on the west line of Wagley Robertson Road, A.K.A. County Road 4108, continuing a total distance of 2027.83 feet to the southeast corner of said 25 acre Sloan tract, the northeast corner of said 25 acre CFI tract and the most easterly northeast corner of said 398.635 acre tract;

THENCE S 00°37'30" E, continuing with the east line of said 398.635 acre tract and the east line of said 25 acre CFI tract, in said Wagley Robertson Road, passing at a called distance of 535.0 feet the southeast corner of said 25 acre CFI tract, continuing a distance of 1055.85 feet to a magnetic nail found in asphalt paving at the southeast corner of that certain called 241.626 acre tract of land described in deed in favor of D. R. Horton – Texas, Ltd., recorded in Instrument Number D220334094 of the Official Public Records of Tarrant County, Texas;

THENCE S 00°37'30" E, 1,197.00 feet continuing with the east line of said 398.635 acre tract, in said Wagley Robertson Road, to a 1/2" capped rebar set (MCADAMS) at the southeast corner of said 398.635 acre tract, being on the north line of East Bailey Boswell Road as evidenced by that certain called 3.318 acre tract of land described in right-of-way deed in favor of the City of Saginaw, Texas, recorded in Instrument Number D198013681 of the Official Public Records of Tarrant County, Texas;

THENCE S 33°04'55" W, 345.29 feet with the south line of said 398.635 acre tract, the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to a 1/2" capped rebar set (McAdams) at the beginning of a curve to the right;

THENCE continuing with the south line of said 398.635 acre tract, the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract with the arc of said curve to the right having a radius of 795.00 feet, a central angle of 56°44'15" and an arc length of 787.25 feet whose chord bears S 61°27'02" W, 755.48 feet to a 1/2" rebar found at a point of tangency;

THENCE S 89°49'10" W, 660.43 feet continuing with the south line of said 398.635 acre tract, the north line of said East Bailey Boswell Road and the north line of said 3.318 acre tract to a 1/2" capped rebar set (McAdams) at the southeast corner of that certain called 0.423 acre tract of land described in Easement and Right-of-Way Agreement in favor of the City of Saginaw, recorded in Instrument Number D217022485 of the Official Public Records of Tarrant County, Texas;

THENCE N 00°10'50" W, 12.00 feet continuing with the north line of said East Bailey Boswell Road and the east line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the northeast corner thereof;

THENCE S 89°49'10" W, 65.00 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at an angle point;

THENCE N 84°42'10" W, 175.17 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a 1/2" capped rebar set (McAdams) at the beginning of a curve to the left;

THENCE continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract with the arc of said curve to the left having a radius of 1038.00 feet, a central angle of 05°43'25" and an arc length of 103.69 feet, whose chord bears N 87°33'52" W, 103.65 feet to a 1/2" capped rebar set (McAdams) at a point of tangency;

THENCE S 89°34'25" W, 341.35 feet continuing with the north line of said East Bailey Boswell Road and the north line of said 0.423 acre tract to a "+" set in concrete at the northwest corner of said 0.423 acre tract, being on the east of the Fort Worth and Denver Railroad as evidenced in Volume 3299, Page 285 of the Deed Records of Tarrant County, Texas, and being on the west line of said 398.635 acre tract;

THENCE N 36°58'20" W, 291.00 feet with the east line of said Fort Worth and Denver Railroad and the west line of said 398.635 acre tract to a 1/2" capped rebar set (MCADAMS) at the **POINT OF BEGINNING**;

THENCE N 36°58'20" W, 344.00 feet continuing with the east line of said Fort Worth and Denver Railroad and the west line of said 398.635 acre tract to a 1/2" capped rebar set (MCADAMS), from which a 1/2" capped rebar found (PELTON) at the southwest corner of the aforementioned 241.626 acre tract bears N 36°58'20" W, 1,581.89 feet;

THENCE N 53°01'40" E, 405.00 feet to a 1/2" capped rebar set (MCADAMS);

THENCE N 00°10'50" W, 536.63 feet to a 1/2" capped rebar set (MCADAMS);

THENCE with the arc of a curve to the left having a radius of 850.00 feet, a central angle of 17°36'59" and an arc length of 261.35 feet whose chord bears S 81°22'41" E, 260.32 feet to a 1/2" capped rebar set (MCADAMS) at a point of tangency;

THENCE N 89°48'50" E, 639.72 feet to a 1/2" capped rebar set (MCADAMS) at the beginning of a curve to the right;

THENCE with the arc of said curve to the right having a radius of 630.00 feet, a central angle of 45°31'15" and an arc length of 500.53 feet whose chord bears S 67°25'33" E, 487.47 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 43°47'05" W, 125.00 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 48°43'50" W, 281.00 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 00°10'50" E, 476.61 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 89°48'50" W, 1,065.98 feet to a 1/2" capped rebar set (MCADAMS);

THENCE S 53°01'40" W, 125.20 feet to the **POINT OF BEGINNING** and containing approximately 26.537 acres of land.

Bearings based Texas Coordinate System, North Central Zone (4202), NAD '82.

PRELIMINARY DOCUMENT:

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

MARK PAINE, RPLS 5078

06/16/2021

EXHIBIT "B"

TRACT 3B – LAND USE AND DEVELOPMENT STANDARDS

TRACT 3B

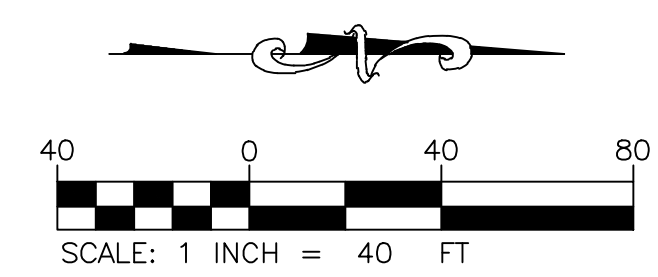
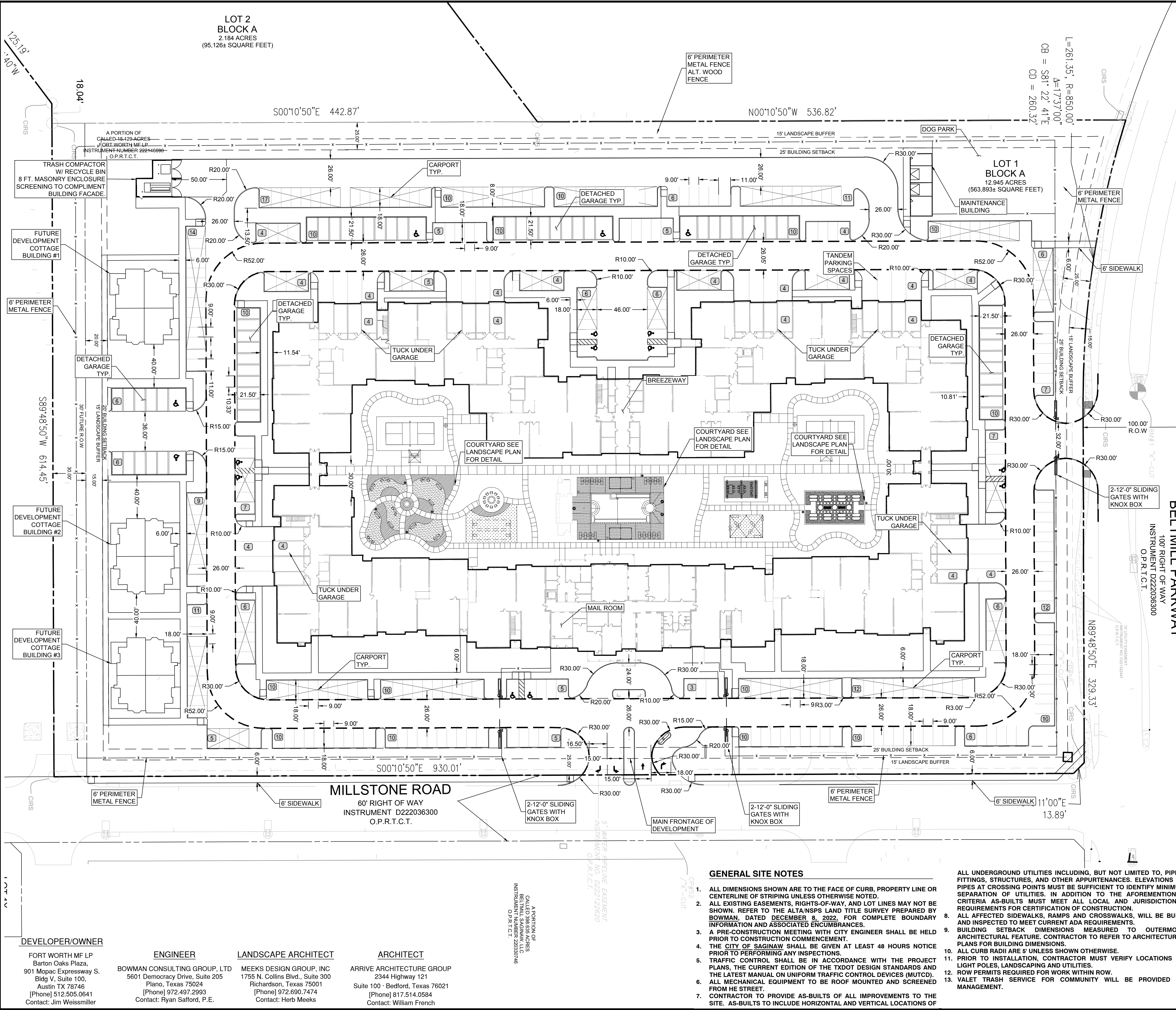
MULTI-FAMILY (MF-2)

Tract 3B will be developed according to the Development Standards approved in Ordinance 2021-10 Tract 3 Multi-Family (MF2). Site plan approval will be required to demonstrate compliance with the District in addition to the requirements set forth in Section 8-1 Site Plan Requirements of the Zoning Ordinance.

Separation of detached garages from other structures may be less than 40-ft and as shown on the proposed Site Plan. Where applicable additional fire suppression – sprinkler system will be utilized within the detached garages.

6-ft height wood fence screening to be allowed along western property line in lieu of masonry screen wall.

EXHIBIT "C"



PROPOSED LEGEND

- PROPOSED BUILDING
- PROPERTY LINE
- EASEMENT LINE
- PROPOSED CURB & GUTTER
- FIRE LANE
- BUILDING SETBACK
- LANDSCAPE BUFFER
- CONCRETE SIDEWALK
- TRANSFORMER
- LIGHT POLE
- HEADWALL
- CURB INLET
- GRATE INLET
- STORMSEWER MANHOLE
- SANITARY CLEAN OUT
- SANITARY MANHOLE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- WATER METER
- PARKING COUNT

SITE DATA TABLE

PROJECT NAME	WINSOME LIVING
ZONING	BELTMILL PLANNED DEVELOPMENT - URBAN RESIDENTIAL (MF-2)
PROPOSED USE	MULTIFAMILY RESIDENTIAL
LOT AREA/SF AND AC	12,944 ACRES / 563,859 ± SF
PROPOSED UNIT DENSITY REQUIRED	24 d u per acre
PROPOSED UNIT DENSITY	20.79 d u per acre
BUILDING AREA (GROSS SQUARE FOOTAGE)	2.70 ACRES / 117,544 SF
BUILDING HEIGHT (FEET AND NUMBER OF STORIES)	45FT (3-STORY)
LOT COVERAGE	129,068 / 563,859 = 22.89%
MULTIFAMILY UNITS	
# OF 1 BEDROOMS & MINIMUM UNIT SIZE (MIN. 700SF)	154
# OF 2 BEDROOMS & MINIMUM UNIT SIZE (MIN. 1,014SF)	104
FUTURE COTTAGE BUILDING 1 BEDROOM UNITS (MIN. 9,565SF)	12
TOTAL UNIT COUNT	270 UNITS
PARKING	
TOTAL PARKING REQUIRED (WITH RATIO)	1.5 PER 1 BEDROOM & STUDIO, 2 PER 2 BEDROOM
TOTAL PARKING PROVIDED	457
TOTAL PARKING PROVIDED	430
LANDSCAPE	
MINIMUM FRONT YARD	15 FT
MINIMUM SIDE YARD	15 FT
MINIMUM REAR YARD	15 FT
OPEN SPACE REQUIRED	0.5% X 134,582 = 69,212 SF
OPEN SPACE PROVIDED	70,000 SF
PARKING LOT LANDSCAPE PROVIDED	105F PER PARKING SPACE =
PARKING LOT LANDSCAPE PROVIDED	22,764 SF

GENERAL SITE NOTES

- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB, PROPERTY LINE OR CENTERLINE OF STRIPING UNLESS OTHERWISE NOTED.
- ALL EXISTING EASEMENTS, RIGHTS-OF-WAY, AND LOT LINES MAY NOT BE SHOWN. REFER TO THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY BOWMAN, DATED DECEMBER 8, 2022, FOR COMPLETE BOUNDARY INFORMATION AND ASSOCIATED ENCUMBRANCES.
- A PRE-CONSTRUCTION MEETING WITH CITY ENGINEER SHALL BE HELD PRIOR TO CONSTRUCTION COMMENCEMENT.
- THE CITY OF SAGINAW SHALL BE GIVEN AT LEAST 48 HOURS NOTICE PRIOR TO PERFORMING ANY INSPECTIONS.
- TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE TxDOT DESIGN STANDARDS AND THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL MECHANICAL EQUIPMENT TO BE ROOF MOUNTED AND SCREENED FROM HE STREET.
- CONTRACTOR TO PROVIDE AS-BUILTS OF ALL IMPROVEMENTS TO THE SITE. AS-BUILTS TO INCLUDE HORIZONTAL AND VERTICAL LOCATIONS OF

- ALL UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, PIPES, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES. ELEVATIONS OF PIPES AT CROSSING POINTS MUST BE SUFFICIENT TO IDENTIFY MINIMUM SEPARATION OF UTILITIES. IN ADDITION TO THE AFOREMENTIONED CRITERIA AS-BUILTS MUST MEET ALL LOCAL AND JURISDICTIONAL REQUIREMENTS FOR CERTIFICATION OF CONSTRUCTION.
- ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS, WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
- BUILDING SETBACK DIMENSIONS MEASURED TO OUTERMOST ARCHITECTURAL FEATURE. CONTRACTOR TO REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS.
- ALL CURB RADI ARE 5' UNLESS SHOWN OTHERWISE.
- PRIOR TO INSTALLATION, CONTRACTOR MUST VERIFY LOCATIONS OF LIGHT POLES, LANDSCAPES AND UTILITIES.
- ROW PERMITS REQUIRED FOR WORK WITHIN ROW.
- VALET TRASH SERVICE FOR COMMUNITY WILL BE PROVIDED BY MANAGEMENT.

Bowman
 2505 Dallas Parkway
 Suite 310
 Plano, Texas 75093
 Phone: (972) 407-2900
 Fax: (972) 927-4962
 www.bowman.com

REVISION	DATE	DESCRIPTION

SITE PLAN
 WINSOME LIVING AT BELTMILL
 SOUTHWEST QUADRANT OF
 BELTMILL PARKWAY & MILLSTONE ROAD
 SAGINAW TEXAS

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF RYAN SAFFORD, P.E.
 ON JUNE 7, 2023.
 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DESIGN	DRAWN	CHKD
BB	MP	BB
JOB No. 070618-01-001		
SHEET C1.0		

V:\070618 - Winsome Living at Belmill (Mixed)\070618-01-001 (ENG) - Saginaw, Texas\Engineering\Plans\Sheet Set\PrimPlan\Plan\Site Plan.dwg, SITE PLAN.dwg, June 07, 2023, 12:38 PM, lbarco

DEVELOPER/OWNER
 FORT WORTH MF LP
 Barton Oaks Plaza,
 901 Mopac Expressway S.
 Bldg V, Suite 100,
 Austin TX 78746
 [Phone] 512.505.0641
 Contact: Jim Weissmiller

ENGINEER
 BOWMAN CONSULTING GROUP, LTD
 5601 Democracy Drive, Suite 205
 Plano, Texas 75024
 [Phone] 972.497.2993
 Contact: Ryan Safford, P.E.

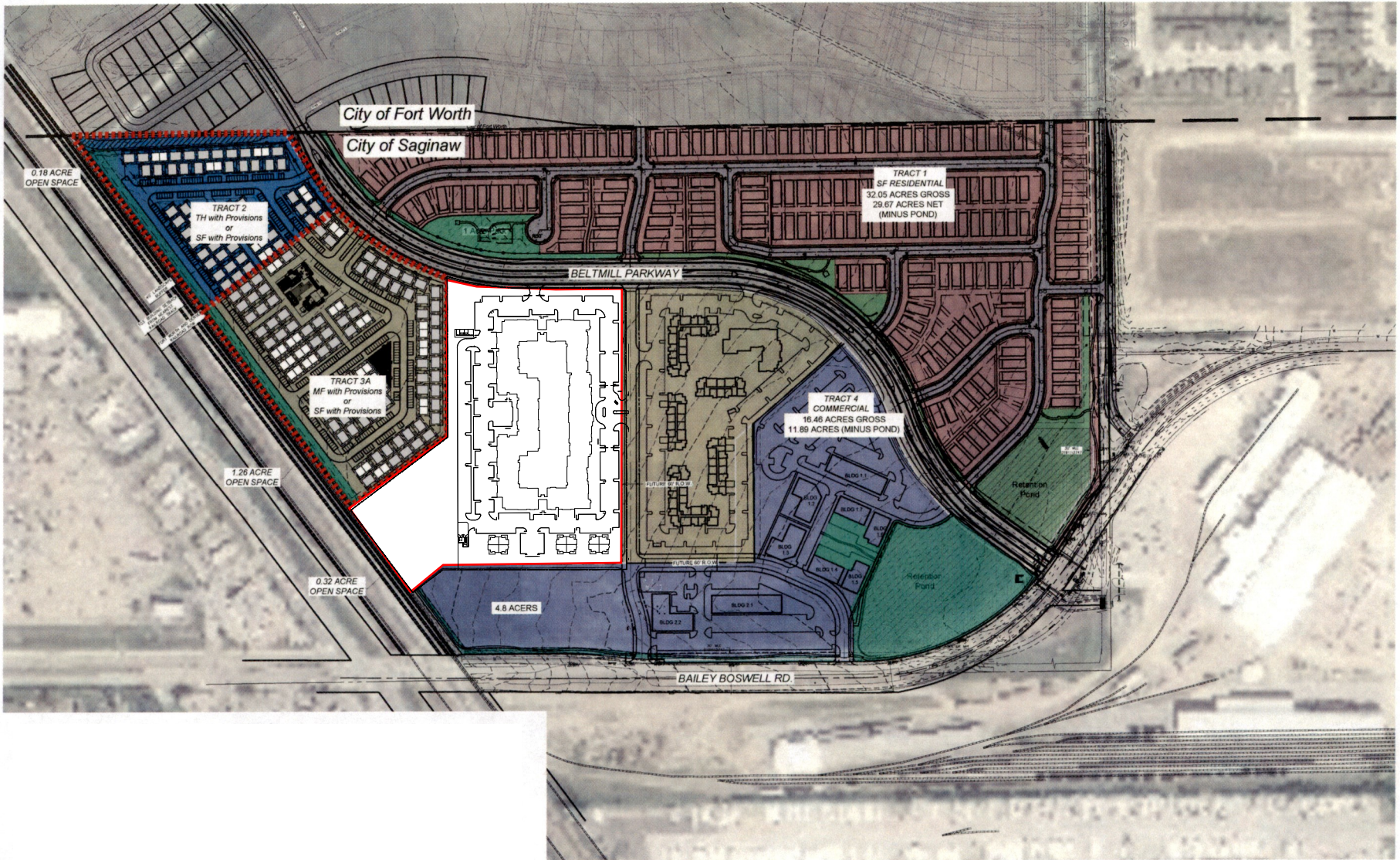
LANDSCAPE ARCHITECT
 MEEKS DESIGN GROUP, INC
 1755 N. Collins Blvd., Suite 300
 Richardson, Texas 75001
 [Phone] 972.690.7474
 Contact: Herb Meeks

ARCHITECT
 ARRIVE ARCHITECTURE GROUP
 2344 Highway 121
 Suite 100 - Bedford, Texas 76021
 [Phone] 817.514.0584
 Contact: William French

A PORTION OF
 CALLED 16.429 ACRES
 4001 NORTH ME LIP
 INSTRUMENT NUMBER 2221466599
 O.P.R.T.C.T.

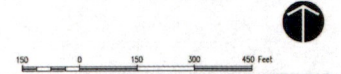
5' WATER APPLICABLE EASEMENT
 INSTRUMENT NO. D2221226250
 O.P.R.T.C.T.

1/4" = 1'-0"
 1/8" = 1'-0"



Development Plan
 Beltmill
 City of Saginaw
 Tarrant County, Texas

EXHIBIT "C"



RD No. 101-19001 - 2016 November 11, 2011 - 07.02
 2:\projects\101\101-19001\Drawings\Exhibit\2011.08.13 Development Plan.dwg
 This concept plan is intended for conceptual developmental use and shall not be interpreted as an official or submitted document. All aerial and map images were obtained from best available information. This plan is subject to change.



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Consideration and Action Regarding Employee Assistance Program with Alliance Work Partners--Melanie McManus, Director of Human Resources

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Business	Item: B
Reference File	Presented By	

BACKGROUND/DISCUSSION:

Alliance Work Partners Employee Assistant Program (EAP) is a workplace benefit that is designed to help employees address everyday challenges that could have a negative impact on work or life. Employee assistance programs provide employees with confidential personal counseling services and referrals to help manage life's many challenges. The EAP program provides a valuable tool for supervisors to refer troubled employees to professional outside help. The EAP is designed to promote the well-being and welfare of City employees and their families.

FINANCIAL IMPACT:

Annual flat rate of \$4,500, for a comprehensive EAP plan for up to 200 employees.

FY2022-23 - July thru September = \$1,125

Cost = \$375 per for 3 months

RECOMMENDATION:

Approval of the Alliance Work Partners EAP program effective July 1, 2023.

EMPLOYEE ASSISTANCE PROGRAM



Alliance Work Partners

The City of Saginaw values the work and dedication of every employee. We also realize many factors contribute to employees' mental health and well-being and the need to promote a balance between work and home life.

What is an employee assistance program (EAP)?

- It's a valuable support benefit when life throws a lot at you, like major life changes, work challenges, health issues, struggling with alcohol or substance misuse and you may not know where to turn.
- It is free and confidential and can assist employees to resolve personal and work problems, which may be impacting work performance.
- The EAP is an important resource for supervisors and for employees. A supervisor has the option to informally refer an employee to the EAP where the licensed counselors can provide assessment and appropriate referrals or provide counseling to help resolve personal and/or work problems.



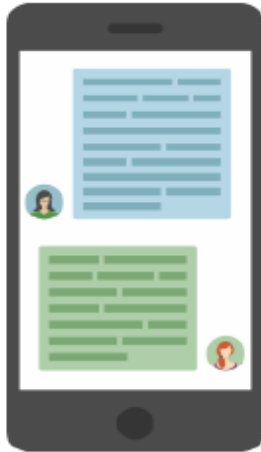
Alliance Work Partners

- AWP is the largest freestanding, non-profit EAP in the nation, and has no financial ties to insurance or treatment. Our best practice-based, ethical independence can guarantee superior return-on-investment, employee cost-savings and effective health care cost management.
- Elevate the well-being of your employees
- Achieve measurable, evidence-based return on investment
- Attract and retain valuable employees
- Increase productivity with proven management tools for supervisors
- Administer with ease—dedicated account manager



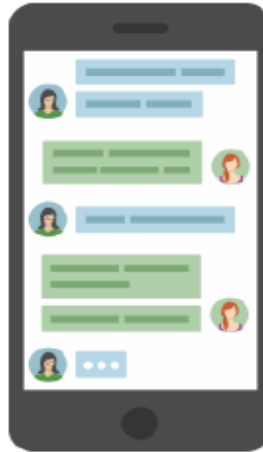
AWPgo Virtual MH 24/7

Messaging
(unscheduled)



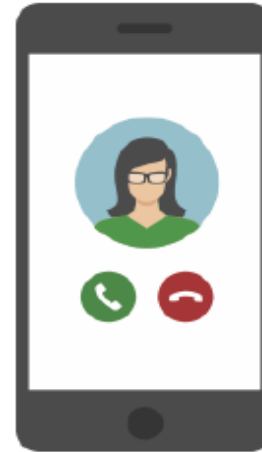
Message your therapist anytime from anywhere

Chat
(Live & scheduled)



Text conversations with your counselor in real-time

Phone
(Live & scheduled)



Talk with your counselor over the phone

Video
(Live & scheduled)



Talk with your counselor in a virtual face-to-face setting

**Schedule a live session at a time that's convenient for you.
Connect from your phone, tablet, or computer with the AWPgo provided App.**

Powered by BetterHelp. Optimized for all devices including: desktops, laptops, tablets, smart phones and more.



HelpNet

Your gateway to access online options for employees, and their household, to maintain a healthy balance between work, family, and individual needs.

- Relationships
- Emotional Well-Being
- Health
- Personal Growth
- Legal
- Financial

and more ...



Optimized for all devices including: desktops, laptops, tablets, smart phones and more.



Alliance Work Partners

Financial Impact:

- Annual Flat Rate of \$4,500 a year.
- Comprehensive plan for up to 200 employees.

Recommendation

- Approval of the Alliance Work Partners Employee Assistance Program effective July 1, 2023.

Alliance Work Partners
A professional service of Workers Assistance Program, Inc.
PURCHASE OF SERVICES AGREEMENT

 X New Renewal

DEFINITIONS:

- A. Eligible Participant means any employee of COMPANY who is included among the monthly head count on which the CAPITATED RATE is based, as well as any dependent living at the same residence of such an employee.
- B. Covered Services means the selection of services provided in this AGREEMENT in Exhibit I.
- C. "Employee" and Company Employee, whether or not capitalized and whether singular or plural, shall mean an employee or those employees of the COMPANY included among the monthly head count on which the CAPITATED RATE is based and who are eligible for the services provided by AWP pursuant to this Agreement.

ATTENTION SIGNATORY:

Initials are requested at the bottom of each page, however, a full signature in ENTIRE AGREEMENT section will be treated as agreement to all the terms in the exhibits and the basis for commencement of the contract.

This PURCHASE OF SERVICES AGREEMENT and attached Exhibits I and II, (hereinafter "AGREEMENT"), is executed on or about June 6, 2023 by and between Alliance Work Partners, (hereinafter "AWP") and City of Saginaw , Tax I.D.# 75-6002646 (hereinafter "COMPANY"), (AWP and Company are hereinafter sometimes referred to collectively as the "parties" and individually as a "party," whether or not capitalized) and the parties do hereby covenant and agree as follows:

- 1. **PURCHASE OF SERVICES:** COMPANY purchases and AWP agrees to provide the following services for the term and upon the conditions set forth in this AGREEMENT and in the following Exhibits:
 - a. **Description of Services - Exhibit I.**
 - b. **Fee Schedule and Conditions - Exhibit II.**

- 2. **TERM:** This AGREEMENT shall commence, and services will begin on 7/1/2023 and shall automatically renew on the anniversary date each year, unless either party earlier terminates. This AGREEMENT can be terminated at any time by either party after providing to the other party advance notice of not less than 90-days of such termination. Notwithstanding the foregoing, AWP may terminate this AGREEMENT or suspend in total all obligations under PURCHASE OF SERVICES AGREEMENT immediately if any payment due pursuant to this AGREEMENT reaches 90 days past due. Services, if suspended, shall be reinstated in full upon confirmation and clearance of payment due for all past due amounts.

- 3. **LOCATION:** All training, consultation, professional and organizational development for COMPANY and/or Eligible Participants shall take place on premises provided by COMPANY, unless otherwise agreed to by AWP for a specific event. Assessment, referral, and brief counseling services provided to Eligible Participants will be conducted at a convenient, appropriate AWP office

AWP Initials: COMPANY Initials:

Rev. Approved :2/1/2022

or other office arranged by AWP that is accessible by the Eligible Participant and AWP service providers.

4. **AMENDMENTS:** This AGREEMENT may be amended at any time by mutual agreement of the parties hereto, but any such amendment shall not be operative or valid unless the same is reduced to writing, executed by the parties involved, and attached hereto.
5. **CONFIDENTIALITY:** Unless otherwise required by law, AWP and COMPANY agree not to use for any purpose other than the performance of this AGREEMENT, or to disclose to others any confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered without the prior written consent of the other party. Each party will treat and will require its agents to treat as strictly confidential all information it has learned in the course of this AGREEMENT, including any Protected Health Information (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH**”) that may be generated in the provision of Covered Services.
6. **NOTICES:** Any notices required or permitted to be given hereunder shall be mailed, postage prepaid, certified mail, return receipt requested, or delivered in person to the parties at the following addresses:

Alliance Work Partners
2525 Wallingwood Drive, Building 5
Austin, Texas 78746

City of Saginaw
333 W. McLeroy Blvd.
Saginaw, Texas 76179

Other addresses, including, but not limited to invoicing address may be designated by either party upon written notice to the other party. All communications, notices, or other written instruments shall be deemed to have been delivered when actually delivered in person to the respective party, or if mailed, done in accordance with this section on the mailing date, or if emailed, specifically sent to **am@alliancewp.com** email address.

7. **ADDITIONAL TERMS:**

N/A

8. **FORCE MAJEURE:** If and to the extent that a party’s performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes, labor disputes, epidemic, pandemic, or any other similar cause beyond the reasonable control of such party (each, a “**Force Majeure Event**”), then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided, that such party continues to use commercially reasonable

AWP Initials: COMPANY Initials:

Rev. Approved :2/1/2022

efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. Notwithstanding the preceding sentence, if the Force Majeure Event continues for a period of more than thirty (30) days, either party may thereafter deliver a notice of termination to the other party to be effective ten (10) days after receipt of such notice unless the Force Majeure Event has then ended. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall reasonably promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

ENTIRE AGREEMENT: This AGREEMENT constitutes the entire understanding of the parties relating to the matters discussed herein, and no prior, contemporaneous or subsequent oral or e-mail agreement, understanding, representations or agreement shall be binding unless this AGREEMENT is amended in writing pursuant to the terms of Paragraph 4, above.

Each of those executing this AGREEMENT warrants and represents that (s)he is authorized to bind his/her principal and execute this AGREEMENT in the capacity indicated.

ALLIANCE WORK PARTNERS

Signature: _____ **Date:** _____

Print Name: Dr. Scott Terres **Title:** Vice President, AWP

COMPANY

Signature: _____ **Date:** _____

Print Name: Todd Flippo **Title:** Mayor

AWP Initials: **COMPANY Initials:**

Rev. Approved :2/1/2022

Exhibit I
Description of Services

STANDARD SERVICES INCLUDED IN THIS AGREEMENT

Subject to the terms and conditions described herein, AWP will provide the following services:

1. Unlimited Consultation Including Assistance with the Development of Policies and Procedures.

AWP provides workplace assistance to develop drug-free and alcohol-free workplace policies and procedures integrated with current human resource policies that will meet all applicable state and federal requirements, including U.S. DOT regulations. Management Consultation is included at no extra charge in the form of coaching and telephone consultation to help management with confronting troubled employees, recommending procedural referrals, intervention techniques, follow-up, impact on the work team, and disclosure of confidential information. Ongoing support is also provided for oversight and ongoing technical assistance for HR policy and procedure coordination and review, unlimited management consultations, and workplace-related activities.

2. Critical Incident Stress Debriefings.

Critical Incident Response Categories

- A. Critical Incident Stress Debriefing (CISD): CISD is an included service at no additional charge, for Eligible Participants covered by this AGREEMENT, on the conditions provided in this paragraph A. CISD is a group intervention designed to relieve the stress and trauma induced by a crisis impacting the work group of employees included among Eligible Participants. There is no limit to the number of precipitating events for which CISD services may be requested. A maximum of Five (5) hours of scheduled group services shall be provided in connection with any one precipitating event. Hours requested beyond the five (5) hours included for each precipitating event are subject to additional cost per the terms and conditions provided in paragraph C of this Section 2. Services will be scheduled at a mutually agreeable time during the period between three and seven days after the request for service is received by AWP. COMPANY agrees that a minimum of five (5) Eligible Participants will be scheduled to participate in a scheduled debriefing. If fewer than five (5) Eligible Participants are present at the agreed upon scheduled start time, the scheduled services will be considered On-site Counseling services for which COMPANY will be charged according to the rates and conditions provided in paragraph C of this Section 2, whether or not an Eligible Participant elects to meet with the facilitator. If no Eligible Participants are present 15 minutes after the agreed upon scheduled start time, COMPANY will be charged the rate in accordance with the conditions applicable to On-site Counseling provided in paragraph C of this Section 2 for the duration of the scheduled time requested by COMPANY, and the facilitator shall then be free to leave. Services will be performed by qualified individuals, certified to conduct CISD services.
- B. Expedited Response: Expedited response (any request for service to occur less than 48 hours notification to AWP) is available at an additional charge to COMPANY. AWP will provide on-site crisis counselor(s) within 5 to 48 hours of notification of a

AWP Initials: COMPANY Initials:

Rev. Approved :2/1/2022

traumatic event by COMPANY. Requests received after 3pm Central Time Monday through Friday, shall be arranged for the next business day. Services include informal outreach, check-in, supportive listening, problem-solving for immediate needs, assessment of mental/emotional health, and make recommendations as needed. Face-to-face counseling or other support services may be arranged as needed. COMPANY agrees to pay an amount of \$300.00 per hour (two hours minimum required) for Expedited Response services, as well as \$200.00 per hour (one hour minimum required) for travel to Company's site by counselor(s). COMPANY agrees to pay for total time requested, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

- C. On-site Counseling/Grief Support: Formal one-on-one on-site counseling is available at an additional charge to COMPANY. AWP will provide one-on-one, on-site counseling for Eligible Participants of COMPANY, at a private and confidential location provided by COMPANY, upon request. Services scheduled to take place during normal business hours of 8am to 5pm, Monday through Friday, are charged at the rate of \$250.00 per hour (two hours minimum required), as well as \$95.00 per hour (one hour minimum required) of travel time. Requests by COMPANY for scheduled on-site counseling/grief support falling outside of the times listed above are charged at the rate of \$300.00 per hour (two hours minimum required), as well as \$95.00 per hour (one hour minimum required) of travel time. COMPANY agrees to pay for the total time requested and actual travel time, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

3. Call Center Services 24 / 7 / 365 Provide Unlimited Assessment and Referral Services to Employees and Family Members.

Includes unlimited calls to our Intake and Referral Department for the purpose of need assessment and referral to either additional AWP covered services or resources in the community. Our staff can conduct research on behalf of the Eligible Participant and attempt to provide at least three (3) targeted referrals specific to the needs of the Eligible Participant.

4. Case Management Services.

Case Management Services include crisis intervention, referral to outside treatment resources, referral to community resources, consultation with treatment and service providers, and follow-up support to the Eligible Participant.

5. Program Orientations to Supervisors and Staff.

Company employee and supervisor program orientations are designed to provide information on how to access AWP workplace services. Supervisors also learn how beneficial AWP can be for increasing Company employee performance and retention when facing challenges.

6. Promotional Materials Including Brochures, Wallet-cards, Posters and a Monthly Newsletter for Employees and a Monthly Newsletter for Supervisors.

Additionally, an orientation in online video-streaming formats is made available to all programs.

7. Personal, Professional Training and Onsite Services.

AWP Initials: COMPANY Initials:

Rev. Approved :2/1/2022

Up to two- (2) hours per year of onsite training, webinar training, health fair participation, open enrollment participation, or wellness fair participation will be provided by AWP. Onsite training, webinar training, health fair participation, etc., outside the maximum number of hours are available for purchase on a fee-for-service basis as per Exhibit II, Section 3.

Professional Development Seminars and Organizational Training are designed to provide useful information and practical skills to Company employees and supervisors; as well as, to reduce risk or liability for companies and organizations.

Topics may be selected at the discretion of COMPANY and coordinated with AWP for presentation. Please reference the Training Catalog for a listing of available topics.

TRAINING REQUESTS & SCHEDULING:

Generally, training requests require a minimum one (1) hour and five (5) Company employees per class. Any exemption request to the minimum number of Company employees must be discussed and agreed to prior to finalizing such training request.

A 48-hour advance notice is required for cancellations on finalized and scheduled onsite services or trainings. Cancellations of less than 48-hour notice will result, at AWP's election, in either a reduction in annual hours allotted for onsite services and training to COMPANY, or a \$200 per hour fee will be charged COMPANY for the number of hours scheduled and then subsequently cancelled.

8. Short-term Counseling Services.

For each Eligible Participant, up to six- (6-) sessions are provided per issue, per year for face-to-face, video or telephonic counseling for short-term problem resolution. Eligible Participants are required to complete counseling on their initial issue prior to starting counseling with a different counselor on a new issue. Eligible Participants may call back with a new issue at any time. If it has been less than ninety (90) days since completion of EAP counseling with one provider, the Eligible Participant will be referred to a different counselor for a new issue. If it has been over ninety (90) days, the Eligible Participant may see the same counselor again.

EAP counseling is short term in nature. It may be necessary to refer an Eligible Participant into their network for long-term therapy if more than six- (6-) sessions are necessary to address the presenting issue.

All Work/Life balance, legal and financial issues may be addressed simultaneously and independently from this process.

9. Referrals to Long-term Treatment Resources, if Appropriate.

AWP will refer Eligible Participants to the treatment resources AWP considers appropriate, including but not limited to financial and legal advisors, physicians, psychologists, public and private agencies, and in/out network treatment facilities within the financial means of the Eligible Participant. All fees charged by the long-term resources will be the responsibility of the Eligible Participant.

AWP Initials: COMPANY Initials:

Rev. Approved :2/1/2022

10. Safe Ride Program.

The Safe Ride Program can save lives. It encourages Eligible Participants whose driving may become impaired while away from home, to call a cab or ride share service. The process is simple and confidential - the COMPANY will never know - and the cab fee is reimbursed by AWP. **Reimbursement requires documented receipt of one-way travel and is for cab fare only, not to include tips, surge fees, wait times, tolls or any other charge other than the fare, up to \$50 per eligible use.** To promote healthy choices, the program may only be used up to three times by an Eligible Participant. An Eligible Participant using Safe Ride more than once in a 12-month period or three (3) times within a 36-month period will be scheduled for a confidential visit with one our substance abuse counselors in order to receive cab reimbursement. Three (3) years from the third use, the Eligible Participant's ability to utilize Safe Ride will be reinstated.

11. Appropriate Statistical Reporting Subject to the Restrictions Under Applicable Laws Relating to Client Confidentiality and Privacy.

Trending and Reports include utilization, follow-up, and statistical information that meet standards for ethics, legality, and confidentiality.

12. LawAccess - Legal and Financial Services.

Legal and financial assistance is provided to Eligible Participants through LawAccess, by offering a free half-hour consultation by phone or in-person per issue per year, and a discount of up to 25% on continued consultation. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

13. U.S. Department of Transportation SAP Services Included

This includes referrals to our national network of Substance Abuse Professionals (SAPs) who meet U.S. DOT's criteria for performing all required SAP duties through AWP's turnkey coordination of SAP and case management services.

14. WellCoach Not Included

WellCoach delivers preventive health and complimentary care, coaching and educational services to encourage Eligible Participants to become and remain healthy. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

15. Work-Life Premium Not Included

Work/Life Premium offers personalized research by work/life specialists who gather and research information on a variety of services from child and elder care to academic and convenience services. Research is based on the client's specified criteria after the initial request is placed.

16. PTX Not Included

PTX is an online Postural Therapy exercise "engine", accessible from any computer, tablet, or phone. After completing a simple interactive questionnaire, the intelligence system carefully selects approximately 10 gentle postural strengthening exercises from a library of 1,000 - and puts them in correct sequence with the right sets & reps or time for the individual's needs. Instructional videos guide the user throughout this at-home program,

without the need for any special equipment. Among the many benefits of PTX is its low cost and best in class approach to lowering the risk of Opioid abuse or addiction.

17. AWP PeerSupport

Not Included

PeerSupport brings on-demand, professionally moderated peer-to-peer small group chats that supportively guide your employees from immediate emotional relief to collaborative problem solving with hyper-relevant coping skills and healing techniques. Available 24/7/365 across all mental health and emotional wellbeing topics (from condition management to daily life struggles like parenting or caregiving). Triage and crisis care escalation as needed. Occupational cohort-based peer matching available for a variety of professions, such as first responders, teachers and health care workers.

**Exhibit II
Fee Schedule and Conditions**

1. **ANNUALIZED RATE:** Payment shall be made by COMPANY to AWP for all fee-for-services covered under this AGREEMENT as may be amended. The fee shall be **\$4,500 Per year** and shall be due within thirty (30) days of the date of the AWP invoice. The current rate is predicated on 177 employees.

Following the first month of service AWP will e-mail to COMPANY, on an annual basis, an ‘employee count’ request asking for a COMPANY report of the number of Company employees for the requested period. Any additional services, billed on a fee-for-service basis, are due within thirty (30) days of the date of the AWP invoice.

Above pricing is based on COMPANY having 200 or fewer employees. If COMPANY exceeds 200 employees and maintains that for a period of at least and no less than 6-months, capitated pricing may be considered ONLY upon the next naturally occurring renewal of this AGREEMENT.

2. **RATE GUARANTEE:** AWP will provide a one-year rate guarantee from 7/1/2023 – 6/30/2024. AWP will provide thirty (30) days’ notice prior to any rate escalation. Fees are based on the employee count reported by COMPANY. The employee count should include all active COMPANY employees. Household members sharing the same address as a COMPANY employee, dependents (spouses and children through age 26), retirees and terminated employees although covered, are not included in the employee count. Notwithstanding the foregoing, a terminated employee shall: (i) be an Eligible Participant for only six (6) months after the last date of employment with the COMPANY, and (ii) shall be eligible for one session for the purpose of assessment and referral to a third-party provider during the period six (6) month to one year after the last date of employment with the COMPANY.
3. **FEE-FOR-SERVICE RATES AND CONDITIONS:** Services, not otherwise specified, billed on a fee-for-service basis are itemized as follows:

Ad hoc reporting (any requested report outside of our normal reporting) is available for \$150.00 per hour with a one-hour minimum for all requests.

Mediation services are available by arrangement. Contact the account manager for a price quote.

On-site counseling (unrelated to Critical Incident Response Categories above) is available on a fee for service basis at the rate of \$150.00 per hour plus travel expenses.

AWP Initials: COMPANY Initials:

Rev. Approved :2/1/2022

For services beyond the number of hours allotted for Personal, Professional Training and Onsite Services in EXHIBIT I #7 of this AGREEMENT, the fee is \$200 per hour plus travel expenses if applicable (distance calculated to be 50 miles or greater based on CUSTOMER service address provided and AWP originating office).

A Training Inventory Catalog with specialized curriculum, Talent Management, and Organizational Development services is available from the Account Manager. Rates are \$200 per hour for specialized curriculum in the Training Inventory Catalog. These services are not included in those provided through EXHIBIT I #7. A separate quote from the Account Manager can be provided upon request.

Except as otherwise provided in this Agreement with regard to Critical Incident Response Categories, scheduled onsite services and/or trainings require a 48-hour, in advance cancellation notice. Cancellations received with less than the required 48-hour notice will result, at AWP's election, in either an adjustment to the maximum annual hours for the same onsite services or training, or a \$200 per hour charge to COMPANY in an amount equal to the hours scheduled and cancelled without the required advance notice.

AWP Initials:

COMPANY Initials:

Rev. Approved :2/1/2022



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Consideration and Action Regarding Employee Assistance Program with Responder Health--Melanie McManus, Director of Human Resources

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Business	Item: C
Reference File	Presented By	

BACKGROUND/DISCUSSION:

Responders Health is an Employee Assistance Program designed by First Responders for First Responders. The program includes a confidential peer hotline, customized assistance and concierge services for First Responders in need. The First Responder employee assistance program provides peer support and crisis response assistance, for First Responders who are exposed to traumatic events as a part of their daily job duties. The EAP is designed to promote the well-being and welfare of City First Responders and their families.

FINANCIAL IMPACT:

FY2023-24 - Cost = \$7,140 = \$7.00 per First Responder per month, \$84 per year.

30 Fire First Responders = \$2,520 per year

55 Police First Responders = \$4,620 per year

FY2022-23 - July thru September = \$1,785

30 Fire First Responders = \$630

55 Fire First Responders = \$1,155

RECOMMENDATION:

Approval of the Responder Health EAP program effective July 1, 2023.

EMPLOYEE ASSISTANCE PROGRAM



The City of Saginaw values the work and dedication of every employee. The City recognizes the need to assist employees who are experiencing everyday challenges both personal and work-related.

We also realize First Responders see things that no one should have to see, do things that no one should have to do, and go places no one should have to go. They console the inconsolable, encounter the unthinkable, and are exposed to some of the cruelest, most tragic moments life has to offer.



RESPONDER HEALTH

**YOU TAKE CARE OF US.
WE TAKE CARE OF YOU.**

Essential Workers. Essential Work

First responders keep our communities safe and healthy, protect life and property, and resolve conflict. The work is essential.

But, it can come at a great cost.

The Cost of Courage

Chronic stress and trauma that occur in the profession and on the job can have a profound impact on a first responder's health, wellness and quality of life. Left unaddressed, these risk factors can end a first responder's career or, worse, their life. Depression and post traumatic stress disorder (PTSD) affect approximately 30% of our nation's first responders.



RESPONDER HEALTH

FIRST RESPONDERS

- First Responders manage a stressful and demanding career on the front lines.
- They protect lives, make life or death decisions, and resolve heated conflicts. What happens when their personal life and career are out of balance?

OUR GOAL

- To provide First Responders and their families with confidential and full-service solutions tailored to the trauma and experiences they deal with daily.



RESPONDER HEALTH

DESIGNED BY FIRST RESPONDERS FOR FIRST RESPONDERS

The program includes a confidential peer hotline, customized assistance and concierge services for First Responders in need, peer support development and crisis response assistance, and a wealth of online and in person training courses that focus on wellness and resiliency—customized for First Responders and their families.



RESPONDER HEALTH

PROGRAM FEATURES

Confidential Peer Hotline

Access to a fully confidential crises hotline that was created specifically for First Responders and has been in existence since 2011. All calls are bound by the State of Washington's confidentiality laws, which are the strongest in the nation for First Responders.

Wellness and Resiliency Training

We deliver a variety of training related to trauma, stress, PTSD, and relationships. Our goal is to equip First Responders and their families with the emotional body armor they need to not only survive but thrive.

Virtual Training and Resources

Our virtual resources are specifically designed for First Responders and their families, providing First Responders-specific videos and content.

The content is continually refreshed and covers a variety of First Responders-specific topics.



RESPONDER HEALTH

CONFIDENTIAL PEER SUPPORT HOTLINE

- 24/7 access to hotline that is answered by current and former First Responders.
- Completely confidential - bound by the State of Washington's confidentiality laws which are the strongest in the nation for First Responders.
- Assistance and referral (as needed) to a fully vetted counselor trained to treat First Responders.
- Assistance and referral (as needed) to a fully vetted in patient treatment center that is trained to treat First Responders.



RESPONDER HEALTH

TRAINING

- Unlimited access online training hours each year, with several courses eligible for continuing education. This includes access online, via the Responder Health app and through YouTurn Health.
- Bi-monthly virtual peer support trainings and Q&A sessions. Weekly virtual trainings (including bible studies, cooking classes, how to live with a First Responder and many other topics.
- Quarterly peer support training - how to build a peer team; including how to create policies and procedures.
- All training is available virtually



RESPONDER HEALTH

Financial Impact:

- Program cost \$7.00 per First Responders per month, \$84.00 per year.
- Includes access for the full family.
- Fire 30 employees
- Police 55 employees
- Total 85 X \$84 = \$7,140

RECOMMENDATION

- Approval of the Responder Health Employee Assistance Program effective July 1, 2023.

Responder Health powered by Armor Up America Consulting Agreement

THIS AGREEMENT is entered into as of July 1, 2023, by and between City of Saginaw, a municipal entity located in Saginaw, Texas hereinafter referred to as "CLIENT," and Armor Up America, a limited liability company incorporated in West Virginia, hereinafter referred to as "CONSULTANT."

In consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Definitions

- 1.1 "Participants" shall refer to CLIENT's First Responders and First Responder Dependents and at specific times may also include those individuals listed within the various Programs in Exhibit "A," which may include: HR/Benefits team members, Chief of Police and Fire Chief (or their respective designees), Peer Support Leadership, employees of CLIENT working to administer and/or communicate the Program).
- 1.2 "First Responders" shall mean sworn police officers, sworn firefighters, dispatchers, lead dispatchers, police service officers, community service officers, and selected non-sworn personnel in the police or fire departments, who, in the course of their professional duties with CLIENT, respond to fire, medical, criminal, hazardous material, or other similar emergencies.
- 1.3 "Dependents" shall mean spouses and children of First Responders.
- 1.4 "Peer Support Leadership" shall mean those individuals employed by, or representing, CLIENT who implement, or will oversee the implementation of, CLIENT's Peer Support Program.
- 1.5 "Responder Health" shall refer to the first responder support program designed and managed by Armor Up America that specializes in supporting First Responders and their Dependents across the United States. Responder Health may be used interchangeably with the term "Program."
- 1.6 "App" shall refer to the program application, provided by Armor Up America, which is included within the Program at no additional cost to CLIENT so long as the CLIENT has the Program.

2. Services

The CONSULTANT shall perform the scope of services set out in Exhibit "A", attached hereto and incorporated herein by reference as though fully set out, with such document at times hereinafter referred to as "the Services." During the term of this Agreement, CONSULTANT shall provide education, training and support to CLIENT and its Participants, as defined in the scope of services. Additionally, under the terms of this Agreement, Participants will have access to the App

referenced in Section 1.6 and Exhibit "A." CLIENT acknowledges that CONSULTANT is not providing medical care or advice to CLIENT or Participants and that education, training and any additional services included in the Program are not intended to be a substitute for the sound independent medical judgement of a physician or other health care provider.

3. Compensation

CLIENT shall pay CONSULTANT a fee of seven dollars and zero cents (\$7.00) per individual First Responder, per month, who is employed by the CLIENT and is covered under the scope of this Agreement, for the Services specified in Exhibit "A." CLIENT will provide an updated total First Responder count to CONSULTANT no later than the 15th of the month. CLIENT also shall pay any additional agreed upon fee for in-person trainings as requested by CLIENT, as described in Exhibit "A.". In addition, CONSULTANT may bill (upon request) for peer coaching services performed monthly by YouTurn Health. YouTurn Health is a 3rd party provider of the CONSULTANT and provides peer coaching on an as needed basis to the CLIENT. Peer coaching will be billed at \$300 per person per month and will only be billed for those members receiving the coaching.

3.1 CONSULTANT shall submit invoices monthly, within the first ten (10) days of the beginning of each month, as the work progresses. CLIENT shall then pay the CONSULTANT the total amount of the statement which is validly due within thirty (30) days, with the final monthly installment being paid upon satisfactory completion of the services. All payments made under this Agreement shall be made from currently available funds. CLIENT may elect to make one upfront payment for a full year of services if this is preferable to monthly payments.

3.2 CONSULTANT must give written notice that the Services have been completed or substantially completed, and CLIENT shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, CLIENT upon the receipt of invoice shall pay CONSULTANT within thirty (30) days the balance due CONSULTANT under the terms of this Agreement.

3.3 In the event CLIENT should request additional services not set forth in Exhibit "A," CONSULTANT and CLIENT shall agree on the compensation for those services prior to performance by CONSULTANT. This includes fees for onsite training requests. Furthermore, the Parties must determine in advance whether Section 5 of this Agreement will apply to each request for additional services. Under no circumstances will CONSULTANT perform additional services without prior written authorization from CLIENT.

4. Confidential Relationship and Media Coverage

4.1 CLIENT may from time to time communicate to CONSULTANT contact information and benefit plan information to enable CONSULTANT to effectively perform the Services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CLIENT. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligations of this Section 4, however, shall not apply to any part of the information that CONSULTANT proves: (i) is or becomes disclosed in publicly available sources of information through no fault of CONSULTANT; (ii) was

rightfully in the possession of CONSULTANT before receipt from CLIENT, without any obligation of confidentiality; or (iii) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

4.2 CONSULTANT shall not disclose the identity of any Participant, any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CLIENT.

4.3 In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have, respecting the information or other property of any other person, firm, or corporation, including CLIENT and Participants.

4.4 CONSULTANT shall not provide any public statements, press releases, articles, writings or materials to any media outlet, including but not limited to, newspapers, social media, websites, blogs, magazines, or TV stations, which refer to the CLIENT, any Participants, or any of the services provided by CONSULTANT to CLIENT, under this Agreement without the prior written authorization of the CLIENT. Requests for prior written approval of such releases, public statements, articles, writings or materials shall be directed to the CLIENT's Public Affairs and Information Manager. This provision is intended to survive the expiration or termination of the Agreement.

5. Privacy Protection

5.1 The parties acknowledge that, in connection with providing the Services, CONSULTANT may receive and analyze health information about CLIENT'S Participants that may constitute "protected health information" or "PHI," as those terms are defined in the federal Health Insurance Portability and Accountability Act ("HIPAA"). Participants may submit PHI directly to CONSULTANT, in which event CONSULTANT shall obtain written, HIPAA/CMIA-compliant authorizations from Participants ("Authorizations"). CONSULTANT covenants and agrees that: (i) it will use the PHI solely in connection with its delivery of the Services and in a manner that is consistent with the Authorizations; (ii) it will not disclose or otherwise provide access to the PHI to anyone other than its employees, agents, contractors, or affiliates who need to access or use it to deliver the Services, each of whom will be bound by these restrictions and conditions; (iii) it shall take all measures as required by state and federal law, in addition to any additional reasonable measures, to prevent unauthorized access to the PHI by establishing and enforcing administrative, physical and technical safeguards; and (iv) it shall limit the PHI that CONSULTANT records, stores, or transmits to only that information absolutely necessary for the administration of Services covered under this Agreement.

5.2 CONSULTANT shall protect from unauthorized disclosure personally identifiable information ("PII") concerning persons receiving Services pursuant to this Agreement, except for statistical information not identifying any Participant. The CONSULTANT shall not use such PII for any purpose not directly connected with the administration of Services provided herein. The CONSULTANT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the Client, any such PII to anyone other than the CLIENT without prior written authorization from the CLIENT.

6. Proprietary Rights

The work product, any writings, discoveries, inventions, and innovations or data resulting from the services covered under this Agreement, shall, upon written request of the CLIENT, be promptly communicated to, and be the property of CLIENT; provided that, any such information subject to applicable confidentiality laws shall be treated in accordance therewith. Nothing in this section shall be construed to require the CONSULTANT to provide PII about any individual.

As instruments of service, all documents, including original drawings, estimates, and notes shall be available for use by CONSULTANT named herein.

7. Term

7.1 This Agreement shall commence on July 1, 2023 and terminate on June 30, 2025 (the "Initial Term"). The CLIENT may terminate this Agreement upon sixty (60) days written notice to the CONSULTANT. In the event this Agreement terminates prior to the completion of the Services for reasons other than for cause, payment shall be made for Services performed through the effective termination date. This payment shall be the CLIENT's sole obligation to the CONSULTANT. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CLIENT any and all equipment, documents, or materials, and all copies made thereof, which CONSULTANT received from, and/or developed for CLIENT for the purposes of this Agreement.

7.2 Upon the expiration of the Initial Term or the expiration of the immediately preceding renewal term (hereinafter defined), CLIENT and CONSULTANT may mutually agree in writing to extend this Agreement for up to two (2) additional twelve (12) month periods (collectively, the "Renewal Terms"). Any Renewal Term shall be subject to the same terms and conditions of this Agreement and shall be subject to the annual appropriation of funds by the CLIENT.

8. Records and Right to Audit

8.1 CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the CLIENT for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the CONSULTANT under this Agreement.

8.2 The CLIENT, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by CONSULTANT with respect to the Services provided to the CLIENT. If such audit shall disclose overpayment by CLIENT to CONSULTANT, written notice of such overpayment shall be provided to CONSULTANT and the amount of overpayment shall be promptly reimbursed by CONSULTANT to the CLIENT. In the event any such overpayment is not paid within ten (10) days after receipt of

such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

9. Insurance

Prior to performing Services under this Agreement, CONSULTANT at its own expense shall procure and maintain for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the CONSULTANT, their employees, agents, representatives, contractors, subcontractors, or affiliates. Said insurance shall be in type(s) and minimum(s) listed below:

9.1 Workers' Compensation and Employers' Liability

Workers' Compensation Insurance with statutory limits as required by the Labor Code of the CLIENT's Governing State.

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the CLIENT's governing Labor Code and shall apply to all employees of the CONSULTANT and any contractor or subcontractor of CONSULTANT providing services under the Agreement. Sole Proprietors may request a waiver of this requirement if they have no employees. If services under this Agreement will not be performed on CLIENT property, the CONSULTANT may submit a written request for exemption from this requirement.

9.2. Professional Liability

Professional Liability Insurance for the rendering of or failure to render professional services with minimum limit of \$1,000,000 per occurrence. Aggregate Policy minimum limit is \$2,000,000. A "claims made" policy is acceptable coverage which must be maintained during the Term of the Agreement and for three (3) years after completion and acceptance of the services by the CLIENT. Coverage, including any renewals, shall have the same retroactive date that is applicable to the policy.

9.3 General Provisions for all Insurance Coverage

9.3.1 Scope: These provisions apply to CONSULTANT, and any contractor or subcontractor providing services under this Agreement, unless specifically exempted in the Agreement or by law. Coverage shall state that the CONSULTANT's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except to the limits of the insured's liability.

9.3.2 Coverage Application: CONSULTANT's insurance must be primary as respect to the CLIENT, and its officers, employees, elected officials, appointees, and volunteers, and noncontributory with any other insurance, including self-insurance, maintained by the CLIENT for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the CLIENT.

9.3.3 Deductibles and self-insured retentions: Any deductibles or self-insured retentions must be disclosed to the CLIENT. The CLIENT reserves the right to review the insurance obtained by the CONSULTANT, in comparison to the requirements specified in this section.

9.3.4 Coverage continuation and cancellation: In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the Agreement, the CONSULTANT shall furnish the CLIENT proof of identical continued coverage no later than forty-five (45) days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the Term of this Agreement, or failure to provide proof of coverage at any time during the term of this Agreement, may result in cessation of work and/or termination of the contract by the CLIENT for cause. In addition to any other remedies CLIENT may have, CLIENT reserves the right to withhold payment if CONSULTANT fails to maintain insurance coverage as provided herein.

9.3.5 Subrogation: CONSULTANT must waive all rights of subrogation against the CLIENT for bodily injury (including death), property damage, or any other loss arising from work performed by the CONSULTANT for the CLIENT. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CLIENT has received a waiver of subrogation endorsement from the insurer.

9.3.6 Responsibility: Approval, disapproval, or failure to act by the CLIENT regarding any insurance supplied by the CONSULTANT, its contractors or its subcontractors shall not relieve the CONSULTANT of full responsibility or liability for damages and accidents, as set forth in the Agreement.

9.3.7 Payment of Premiums: Companies issuing insurance policies shall have no recourse against the CLIENT for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the CONSULTANT.

9.3.8 Proof of Insurance: The CLIENT reserves the right to request proof of insurance at any time.

10. Notices

All notices and invoices shall be remitted via email to the following addresses, unless the client specifically requests in writing that notices and/or invoices be mailed to the following addresses:

To CLIENT: City of Saginaw
333 W. McLeroy Blvd.
Saginaw, Texas 76179
Todd Flippo

To CONSULTANT: Armor Up America
7215 Bosque Blvd. Suite 204
Waco, Texas 76710
John Allovio
john@armorupamerica.com

11. Non-Discrimination

CONSULTANT shall not discriminate against any Participant because of race, color, sex, national origin, gender identity, sexual orientation, religion, age, handicap, or veteran status. CONSULTANT shall, where appropriate or required, take affirmative action to ensure that Participants are treated without regard to their race, color, sex, or national origin, gender identity, sexual orientation, religion, age, handicap, or veteran status. CONSULTANT shall cooperate with the CLIENT in using CONSULTANT's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

12. Hold Harmless

CONSULTANT agrees to indemnify, defend (with legal counsel approved by CLIENT) and hold harmless the CLIENT, its officers and employees from any and all claims, causes of action, settlements, and judgements, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from the acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom CONSULTANT is legally liable. If any action or proceeding is brought against the CLIENT by reason of any of the matters against which CONSULTANT has agreed to indemnify CLIENT as provided above, CONSULTANT, upon notice from CLIENT, must defend CLIENT at CONSULTANT's expense by counsel selected by CONSULTANT and approved by CLIENT. It is understood that the duty of CONSULTANT to indemnify and hold harmless, for those specific scenarios as provided above. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages which accrued prior to termination and whether or not insurance policies shall have been determined to apply.

13. General Provisions

13.1 CONSULTANT shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the CLIENT. The terms and conditions of Sections 4, 5, 7, 8, and 12 hereof shall survive the termination of this Agreement or completion of the Services, as the case may be.

13.2 CONSULTANT shall perform the Services as an independent contractor and shall not be considered an employee of CLIENT for any purpose whatsoever, including, but not limited to, entitlement to CLIENT employee benefits. CONSULTANT hereby expressly waives any claim or entitlement to such benefits.

13.3 In the conduct of the Services contemplated hereunder, the CONSULTANT shall comply with applicable state, federal, and local law, rules, and regulations.

13.4 CONSULTANT shall export, directly or indirectly, any technical data, which will not in any way identify any Participant or contain any PHI or PII, acquired from and Participant under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

13.5 The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

13.6 If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

13.7 This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this Agreement shall be in Tarrant County, Texas.

13.8 This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

13.9 This Agreement shall constitute the entire understanding between CONSULTANT and CLIENT respecting the Services described herein. The terms and conditions of any purchase order or invoice shall have no effect upon this Agreement and shall be used for payment and accounting purposes only.

13.10 Title to articles, paragraphs, and subparagraphs are for informational purposes only and shall not be considered a substantive part of this Agreement.

13.11 New Employee Work Eligibility Status. CONSULTANT is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of

Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If CONSULTANT is an individual or sole proprietorship, the following applies:

1. CONSULTANT must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If CONSULTANT indicates on such attestation form that he or she is a qualified alien, the Provider agrees to provide the US Citizenship and Immigration Services documentation required to verify the CONSULTANTs lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. CONSULTANT understands and agrees that lawful presence in the United States is required and CONSULTANT may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

13.12. Interest of the CLIENT. No elected official or any officer or employee of the Clients shall have a financial interest, direct or indirect, in any City agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the agreement void.

13.13. Interest of the CONSULTANT. CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this agreement; he further covenants that in the performance of this agreement, no person having any such interest shall be employed.

13.14. Equal employment opportunity clause. Annexed hereto as Exhibit "C" and made a part hereof by reference are the equal employment provisions of this contract. Refusal by the CONSULATNT to comply with any portion of this program as therein stated and described will subject the offending party to any or all of the following penalties:

13.15. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of the this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable cost and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to the Agreement.

14. Responsibilities of Client

14.1 CLIENT will provide its Participants with information about the Program, and how Participants may access Services.

14.2 CLIENT will notify eligible Participants regarding the date(s) of the "Kick Off Meeting(s)" to be held in person, unless otherwise specified in the Scope of Services, to introduce Participants to the Program and the Services available.

14.3 CLIENT will provide CONSULTANT with information that has been reasonably requested in order to coordinate Services, such as the number of Participants eligible for Services and other information necessary to deliver Services. This may include Participant emails and benefit plan information.

EXHIBIT A SCOPE OF SERVICES

First Responder Health and Wellbeing Support Program

Responder Health powered by Armor Up America, LLC is proud to offer the CLIENT the following Scope of Services for its First Responder employees and Dependents. This Scope of Services includes support for the following programs, in coordination with First Responder benefit plans:

I. Pre-Launch Onboarding

- a. Participants include: HR/Benefits team, Chief of Police and Fire Chief (or their respective designees), Peer Support Leadership, and designated HBC representatives.
- b. Purpose: To ensure understanding of the Program, available benefits, requests for customization or additional services, and the implementation timeline.
- c. When: To be scheduled virtually prior to Program launch

II. Onboarding Meeting(s)

- a. Participants include: First Responders and those employees who will be administering and communicating about the Program.
- b. Purpose: To establish an understanding of the Program and provided benefits, and how to access them.
- c. When: A customized onboarding session for CLIENT Participants to be scheduled virtually within the first thirty (30) days of the Program launch. Two separate date options will be made available to ensure increased attendance.
- d. Other services included: Virtual onboarding (non-customized), on a rolling basis, for Participants will be available weekly throughout the year. Schedule to be published quarterly.

III. Crisis Hotline and Referral Services

- a. Available immediately upon Program launch.
- b. Upon request, Armor Up America will provide business card sized documents with crisis and referral hotline information as well as signage to be placed in high traffic employee areas. CLIENT will provide the specific number of items needed at the time of request, not to exceed the number of Participants in the Program.
- c. CLIENT and Participants will have access to a 24/7 crisis and referral hotline that is manned by first responders.
- d. Referral services will include information regarding, and access to inpatient stays with, fully vetted mental health and substance abuse facilities nationwide.
- e. Customized vetting of mental health and substance abuse professionals, as requested and at no additional charge, to meet specific needs of CLIENT Participants.
- f. Access to clear and consistent rates for mental health and substance abuse facilities nationwide, in coordination with Participants' health insurance benefits plans.

IV. Peer Support Program Guidance and Support

- a. Participants include: Chief of Police and Fire Chief (or their respective designees), Peer Support Leaders, and First Responders.

- b. When: Assessment of existing peer support programming, if requested by CLIENT and at no additional charge, is recommended to be scheduled within forty-five (45) days of Program launch.
- c. Purpose: To develop an understanding of CLIENT's Peer Support Program as it stands currently, and to develop suggestions and an action plan for the creation, support, improvement, or maintenance of the Program.
- d. Includes:
 - i. Provision of suggested best practices and standard operating procedures, as requested, for existing Peer Support Program team.
 - ii. Coordination and promotion of crisis hotline, culturally competent referral services, and other support services tailored to First Responders and their Dependents.
 - iii. Other services included: Peer Support consultation virtual meetings (non-customized), on a rolling basis, for Participants will be available quarterly throughout the year.

V. Responder Health App

- a. Participants include: First Responders and their family members.
- b. Purpose: To provide members with a phone App that includes realtime access to assessments, first responder specific training, and videos and content about mental health and wellness.
- c. Program Includes
 - i. Access to assessments for anxiety, depression, stress and sleep.
 - ii. Access to first responder specific training that can be streamed and watched on demand.
 - iii. Access to videos and content about mental health and wellness.

VI. Quarterly Reporting

- a. To be provided on a quarterly basis and accompanied by a quarterly check-in call, scheduled at a time of mutual convenience.
- b. Reporting to be provided by the end of each of the following months during the Agreement Term: March, July and October. A final quarter “Year in Review” will be provided no later than the end of January for the preceding year.
- c. All reporting will be provided by CONSULTANT and will include the following:
 - i. End of Year Reporting Narrative
 - ii. Year over year usage for hotline calls
 - iii. Aggregate (not client specific) utilization of the hotline and where calls are being referred to
 - iv. App Utilization Review (where applicable)
- d. Participants include: HR/Benefits team, Chief of Police and Fire Chief (or their respective designees), and Peer Support Leadership.
- e. Purpose: To discuss Program implementation, utilization, and to implement any recommendations or changes, as needed, to ensure maximum utility.

VII. Training and Education

- a. Live Online Training, with new trainings available monthly (includes Continuing Education), are available to CLIENT at no additional charge. Schedule to be released quarterly and subject to change.
- b. In person, onsite training for CLIENT Participants at CLIENT’s desired location is available, to be scheduled upon request, for a fee to be determined at the time of the training is requested.
- c. Trainings will include subjects and topics similar to those listed below, and may include additional subjects of interest to First Responders and their Dependents:
 - i. Emotional Survival for First Responders (4 hours)
 - ii. Resiliency as a Way of Life: How to Become Emotionally, Physically and Spiritually Healthy (8 hours)
 - iii. Financial Peace for First Responders (4 hours)
 - iv. Stress, Burnout, and Vicarious Trauma (4 hours)
 - v. Effective Leadership: How to supervise and implement an environment of trust and wellness in your department (4 hours)
 - vi. Peer Support 101: Why Does Peer Support work and how to develop policy and procedures that ensure the program is implemented correctly (4 hours)
 - vii. Peer Support Sustainment: Keeping a Peer Team healthy, navigating a fair selection process, and why confidentiality will make or break a program (4 hours)
 - viii. PTSD in First Responders: Studying the signs, symptoms, and treatment of PTSD (4 hours)

VII. Peer Coaching

- a. Peer Coaching will be available through YouTurn Health, a 3rd party partner of Armor Up America. Coaching services will be billed separately at \$300 per month per participating member that receives coaching.
- b. Members will be referred for peer coaching by Armor Up America to YouTurn Health on an as needed basis.



City of Saginaw
City Council Memorandum

Prepared By: Janice England

Consideration and Action Regarding for subcommittee for Board Appointments. -- Todd Flippo, Mayor

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Business	Item: D
Reference File	Presented By	

BACKGROUND/DISCUSSION:

This Item is for discussion of the subcommittee for board appointments.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Consideration and Action Regarding Bid Rejection and Rebid for East Cement Creek Phase 2 -- Randy Newsom., Director of Public Works

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Business	Item: E
Reference File	Presented By	

BACKGROUND/DISCUSSION:

On Wednesday, June 14, 2023 the City received bids for East Cement Creek Channel Reconstruction Phase 2. The project consists of the channel improvements as well as the sanitary sewer main adjustments and stormwater improvements for the Library & Senior Citizen site. The following bid proposals were received.

	Total Base Bid	Total Additive	Total Base + Additive
C Green Scaping, LP	\$2,193,461.00	-\$37,800.00	\$2,155,661.00
Humphrey & Morton Construction	\$2,265,904.00	-\$19,845.00	\$2,246,059.00
Canary Construction, Inc.	\$2,722,350.00	-\$26,250.00	\$2,696,100.00

Kimley-Horn and Associates has reviewed the bids and discussed with the bidders and city staff. Kimley-Horn and city staff recommends that the City reject all bids and rebid the project into two separate projects. (channel project and utility project). Staff feels that by doing two separate bids we can get lower utility prices which will provide the City a lower overall project cost.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

1. The City Council reject the bids and authorize staff to rebid the project.



June 28, 2023

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

Re: East Cement Creek Channel Reconstruction Phase 2
KHA No. 061003136

Dear Mr. Newsom:

On June 14, 2023, the City of Saginaw received bids for the East Cement Creek Channel Reconstruction Phase 2 project. The following bid proposals were received:

Contractor	Total Base Bid	Total Additive Alternate Bid	Total Base Bid + Additive Alternate Bid
C Green Scaping, LP	\$2,193,461.00	\$-37,800.00	\$2,155,661.00
Humphrey & Morton Construction	\$2,265,904.00	\$-19,845.00	\$2,246,059.00
Iron T Construction, Inc.	\$2,722,350.00	\$-26,250.00	\$2,696,100.00

Enclosed is a copy of the bid tabulation for your reference that provided detailed information on the pay items and unit pricing.

Kimley-Horn and Associates, Inc. (KHA) has reviewed the bids and discussed the project with the bidders and City staff. KHA recommends the City to reject all bids and rebid the project into two separate projects (channel project and utility project) for the following reasons:

- The utility prices within the bids were higher than expected. This may be due to the increased markup of the prime contractor for utility work which would be completed by a subcontractor. If the City rebids the project and separates the channel project from the utility work to serve the library then the utility unit prices are expected to be lower which will provide the City will a lower overall project cost.
- The channel work is considered specialty work. Rebidding the project and keeping the channel work separate from the utility work will help provided competitive pricing amongst the limited number of contractors that are qualified to do the specialty channel work.
- Rebidding the project allows KHA to provide clarification on bid items and measurement for payment. This will allow the bidders to provide more consistent and competitive bids.

The schedule for rebidding and bidding the projects separately should not delay the overall goal of completing the majority of both projects by the end of this year.

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

TBPE No. F-928



Misty Christian, P.E.

Enclosure

Copy to: Mr. Gabe Reaume, City Manager, City of Saginaw
 Mr. Lee Howell, Assistant City Manager, City of Saginaw

BID TABULATION

KIMLEY-HORN AND ASSOCIATES, INC.

CHECKED BY: Misty Christian
Misty Christian, PE, CFM, 06/14/2023

Owner:	City of Saginaw	BIDDER 1	BIDDER 2	BIDDER 3
Job No.:	061003136	C Green Scaping, LP	Humphrey & Morton Construction Company, Inc	Iron T Construction
Project:	East Cement Creek Channel Reconstruction Phase 2	2401 Hnadley Ederville Rd.	P.O. Box 8057	2512 Patton Dr.
Date:	June 14, 2023	Fort Worth, TX 76118	Fort Worth, TX 76124	Melissa, TX 75454

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid - East Cement Creek Channel Reconstruction Phase 2									
1	Mobilization, Bonding and Insurance	1	LS	\$66,000.00	\$66,000.00	\$65,613.00	\$65,613.00	\$400,000.00	\$400,000.00
2	Temporary Erosion, Sedimentation and Water Pollution Prevention Plan	1	LS	\$31,550.00	\$31,550.00	\$9,179.00	\$9,179.00	\$5,000.00	\$5,000.00
3	Remove and Dispose of Trees (Clearing and Grubbing)	1	LS	\$13,200.00	\$13,200.00	\$8,122.00	\$8,122.00	\$10,000.00	\$10,000.00
4	Traffic Control and Traffic Control Plan	1	LS	\$27,400.00	\$27,400.00	\$9,333.00	\$9,333.00	\$10,000.00	\$10,000.00
5	General Site Preparation (All Removals Unless Otherwise Noted)	1	LS	\$46,931.00	\$46,931.00	\$40,520.00	\$40,520.00	\$100,000.00	\$100,000.00
6	Embankment	350	CY	\$129.00	\$45,150.00	\$9.70	\$3,395.00	\$100.00	\$35,000.00
7	Excavation (not including excavation for Precast Modular Block Wall)	1100	CY	\$36.00	\$39,600.00	\$18.60	\$20,460.00	\$75.00	\$82,500.00
8	Asphalt Repair	750	SY	\$138.00	\$103,500.00	\$183.30	\$137,475.00	\$75.00	\$56,250.00
9	Concrete Pavement Repair	400	SY	\$153.00	\$61,200.00	\$77.00	\$30,800.00	\$250.00	\$100,000.00
10	Precast Modular Block Wall System	5750	SF	\$147.00	\$845,250.00	\$83.50	\$480,125.00	\$150.00	\$862,500.00
11	8" Thick Reinforced Concrete Channel Bottom	1350	SY	\$98.00	\$132,300.00	\$128.20	\$173,070.00	\$250.00	\$337,500.00
12	Uniform Rock Base (6" Depth, No. 57 or No. 67 Stone) for Channel and Access Ramp and Flume	1350	SY	\$46.00	\$62,100.00	\$28.60	\$38,610.00	\$70.00	\$94,500.00
13	Reinforced Concrete Flume	20	SY	\$88.00	\$1,760.00	\$201.60	\$4,032.00	\$300.00	\$6,000.00
14	18" Curb and Gutter	300	LF	\$56.00	\$16,800.00	\$30.70	\$9,210.00	\$75.00	\$22,500.00
15	Retaining Wall for Access Ramp (Includes Footing, Backfill and Drainage)	60	CY	\$1,384.00	\$83,040.00	\$874.90	\$52,494.00	\$1,000.00	\$60,000.00
16	Retaining Wall for Channel Transition (Includes Footing, Backfill and Drainage)	70	CY	\$1,164.00	\$81,480.00	\$910.50	\$63,735.00	\$1,000.00	\$70,000.00
17	18" Reinforced Concrete Pipe Class III	25	LF	\$124.00	\$3,100.00	\$311.10	\$7,777.50	\$100.00	\$2,500.00
18	24" Reinforced Concrete Pipe Class III	1,050	LF	\$178.00	\$186,900.00	\$377.80	\$396,690.00	\$150.00	\$157,500.00
19	6" Storm Drain Manhole	2	EA	\$7,400.00	\$14,800.00	\$22,222.00	\$44,444.00	\$15,000.00	\$30,000.00
20	6' Tall Chain Link Fence	1,250	LF	\$36.00	\$45,000.00	\$40.00	\$50,000.00	\$50.00	\$62,500.00
21	Temporary Fencing (As Needed)	1,250	LF	\$12.00	\$15,000.00	\$4.00	\$5,000.00	\$1.00	\$1,250.00
22	Remove and Replace Stockade Fence	300	LF	\$35.00	\$10,500.00	\$47.60	\$14,280.00	\$2.00	\$600.00
23	Access Ramp Gate	1	EA	\$6,800.00	\$6,800.00	\$3,444.00	\$3,444.00	\$1,000.00	\$1,000.00
24	Flowable Fill (1,500 psi), as needed	100	CY	\$294.00	\$29,400.00	\$1.00	\$100.00	\$200.00	\$20,000.00
25	Sod	2,500	SY	\$9.00	\$22,500.00	\$7.10	\$17,750.00	\$7.00	\$17,500.00
26	10" SDR-26 Sanitary Sewer Pipe	1,150	LF	\$84.00	\$96,600.00	\$272.20	\$313,030.00	\$45.00	\$51,750.00
27	4' Sanitary Sewer Manhole (all depths)	6	EA	\$6,200.00	\$37,200.00	\$12,222.00	\$73,332.00	\$10,000.00	\$60,000.00
28	Sanitary Sewer Service	3	EA	\$1,400.00	\$4,200.00	\$18,889.00	\$56,667.00	\$2,000.00	\$6,000.00
29	16" DR-18 PVC C-900	50	LF	\$148.00	\$7,400.00	\$1,611.00	\$80,550.00	\$100.00	\$5,000.00
30	Ductile Iron Fittings	0.5	TON	\$13,600.00	\$6,800.00	\$13,333.00	\$6,666.50	\$10,000.00	\$5,000.00
31	Landscaping Restoration Allowance	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
32	Irrigation Restoration Allowance	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
33	Construction Allowance	1	LS	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Total Base Bid - East Cement Creek Channel Reconstruction Phase 2					\$2,193,461.00		\$2,265,904.00		\$2,722,350.00

Additive Alternate Bid - East Cement Creek Channel Reconstruction Phase 1									
A-1	24" Reinforced Concrete Pipe Class III	-1,050	LF	\$178.00	-\$186,900.00	\$377.80	-\$396,690.00	\$150.00	-\$157,500.00
A-2	24" PP Pipe	1,050	LF	\$142.00	\$149,100.00	\$358.90	\$376,845.00	\$125.00	\$131,250.00
Total Additive Alternate Bid - East Cement Creek Channel Reconstruction Phase 1					-\$37,800.00		-\$19,845.00		-\$26,250.00

Grand Total Base Bid + Bid Alternate					\$2,155,661.00		\$2,246,059.00		\$2,696,100.00
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City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Consideration and Action Regarding Adoption of Resolution No. 2023-14 for Support of SS4A Funding Application--Trenton Tidwell, P.E., Kimley-Horn & Associates

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Business	Item: F
Reference File	Presented By	

BACKGROUND/DISCUSSION:

As described in the Resolution document, the Safe Streets and Roads for All (SS4A) program funds planning documents and the design/construction of projects that aim to prevent roadway deaths and serious injuries.

By applying for this grant, Saginaw would receive funding (if accepted/funded) to design a Comprehensive Safety Action Plan. Once that plan is complete, Saginaw can apply for funds to design/construct the projects that are identified in the Comprehensive Safety Action Plan.

If the application is accepted, Saginaw would be responsible for a 20% local match and for all overruns and all non-reimbursable costs. The local match and other costs would be paid for with the 2020 Certificate of Obligations issued for sidewalks.

FINANCIAL IMPACT:

This item has no financial impact.

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. 2023-14

**CITY OF SAGINAW
RESOLUTION 2023-14**

**A RESOLUTION SUPPORTING “CITY OF SAGINAW’S” APPLICATION TO THE
U.S. DEPARTMENT OF TRANSPORTATION FOR FY 2023 SAFE STREETS AND
ROADS FOR ALL (SS4A) FUNDING**

WHEREAS, in 2021, the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act) was signed into law, and in March 2023 funded \$1.177 billion for FY23 for the U.S. Department of Transportation’s Safe Streets and Roads for All (SS4A) Program; and

WHEREAS, the SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries, and supports USDOT’s goal of zero deaths and serious injuries on our nation’s roadways; and

WHEREAS, the SS4A grant program has further funding available in FY24 to FY26 to fund the design and construction of safety projects that are identified in a Comprehensive Safety Action Plan, but requires a plan to be adopted to be eligible for this project funding category; and

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

The City of Saginaw supports funding a Comprehensive Safety Action Plan as described in the 2023 SS4A Application (including the planning activities, the department’s direct state cost for oversight, and the required local match, if any) and is willing to commit to the project’s development, financing, management, adoption and implementation of completed planning documents. The City of Saginaw is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the Mayor and Council of the City of Saginaw on the _____th day of _____, 2023.

(Print or type name of signatory 1)

(Print or type Name of signatory 2)

(Print or type Title of signatory 1)

(Print or type Title of signatory 2)

(Signatory 1)

(Signatory 2)



City of Saginaw
City Council Memorandum

Prepared By: Russell Ragsdale

Consideration and Action Regarding Emergency Jail A/C Replacement-- Russell Ragsdale, Chief of Police

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Business	Item: G
Reference File	Presented By	

BACKGROUND/DISCUSSION:

On June 15 we had AC repair techs working on a Carrier 5-ton Roof Top AC Unit (RTU) that provides refrigerated air to the jail. At roughly 5:40PM we were informed by those techs that the Jail Unit was non-repairable and would need to be replaced, or have a new compressor and heat exchanger. The techs also advised that there is not currently a compressor available for this unit and the heat exchanger was a minimum of 2-weeks out once ordered. Techs advised that a compressor would likely be several months out. However, a replacement AC was available and could be installed within the week.

We routed our prisoners and our jail staff to Lake Worth Police Department since the jail was already getting warm.

After additional conversations with repair techs it was decided that the jail AC unit would to be replaced, since this unit was responsible for climate control in the jail, and we currently had our jail staff operating in Lake Worth. The unit was replaced on 6-15-23.

FINANCIAL IMPACT:

The AC unit cost \$13,555 to replace. This was completed as an emergency expenditure.

RECOMMENDATION:

N/A

TDIndustries is licensed and regulated by the
Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
1-800-803-9202 or 512-463-6599
www.license.state.tx.us



Texas State Board of Plumbing
P.O. Box 4200
Austin, TX 78765

Company:	Saginaw Police Department 505 W McLeroy Blvd	Building Name:	Saginaw Police Department 505 W McLeroy Blvd
Bill to Address:	505 W McLeroy Blvd Saginaw, TX 76179	Building Address:	505 W McLeroy Blvd Saginaw, TX 76179
Contact:	Lt Crippen	Job Name:	Saginaw Police RTU replacement
Phone:	817-230-0391	Date:	June 16, 2023
Email:	Jcrippen@saginawpolice.org	OPP No:	41563

TDIndustries, Inc. is very pleased to have the opportunity to provide pricing for the above referenced property. Please find listed below the scope of work that will be performed.

Scope of Work:

- Will recover the refrigerant from Carrier RTU Model # 48HJD006 currently on roof, disconnect the electrical, drain line, controls and remove and dispose per EPA guidelines
- Will remove unit with a crane and haul off old unit and dispose per EPA guidelines.
- Will provide and install new Trane RTU
- Will reuse existing disconnect and rewire into new unit, reconnect drain lines and gas line and reconnect control wired to unit.
- Will rewire electrical into unit disconnect, reinstall control wires and reconnect drain line and run to existing drain
- Will perform factory start up on new unit and test operation.
- Will clean-up work area when completed
- **Unit is in stock locally**

Notes:

- This proposal does include after-hours labor
- Additional repairs will be quoted separately
- **Please Note: Stated pricing valid for 14 days from issue date**

Over time Total Price for Labor and Materials (Excluding Sales Tax) -----\$14,797.00 Reg time Total Price for Labor and Materials (Excluding Sales Tax) -----\$13,555.00

* Net due upon receipt of invoice. Remit to P.O. Box 300008, Dallas, TX 75303-0008

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me at the numbers listed below if you have any questions or need further information.

Respectfully submitted,

Larry Zollinger
Technical Account Manager III
TDIndustries
Larry.Zollinger@TDIndustries.com
O: 817-306-6521 | C: 817-319-0559

Accepted by

Date

Clarifications

- Following our core value to “Fiercely Protect”, our employees are empowered to stop work at any time where they deem the safety of themselves or anyone else is in jeopardy. We will immediately seek to resolve any concerns by engaging with our customer and safety department to elevate the issue which will allow work to resume.
- This proposal is based on performing work during normal working hours and at normal wage rates paid by TDIndustries, Inc.
- Price is based on the assumption that the structure is of sufficient strength that all piping, duct and equipment can be supported from it.
- Proposal is inclusive of all permits and inspections as required by local and state agencies. Where work is being performed under a General Contractor, we will validate under Contractors Building Code permit.
- **Please Note: Stated pricing valid for 14 days from issue date.** All pricing is based on award of contract and work commence not later than 60 days from the date of this proposal.
- TDIndustries, Inc. assumes no responsibility for existing services / conditions, their quality and/or performance.
- Existing valves must close and hold.
- TDIndustries, Inc. assumes no responsibility for condition of utilities or parking lots/roadways above or below grade.
- TDIndustries disclaims any responsibility for incorrect data contained in the plan, specs and/or engineering data.
- Proposal is based on use of building elevators.
- Delays Caused by Coronavirus Concerns. Notwithstanding any other provision of this Agreement, any delay caused by good faith actions taken by Owner, Design-Builder, or federal, state or local government agencies in an effort to thwart, limit, prevent or treat coronavirus shall be excused. This excuse shall also apply to a shortage of materials or labor as a result of the coronavirus threat.

Exclusions:

- Sheetrock or concrete cutting, removal or patching of any nature.
- Cleaning or painting of existing grilles.
- Ceiling removal or replacement.
- Concrete work of any nature.
- Cutting or patching of drywall or block walls.
- Cutting or patching of existing pavement for incoming services.
- Smoke dampers or smoke ventilation other than stair pressurization.
- Insulation of existing un-insulated ductwork.
- Modifications of existing ductwork and piping due to conflict with new lighting fixtures or new structural/architectural modifications.
- Repairs or modifications of existing mechanical equipment or systems.
- Roof cutting and patching unless specified by owner
- Roofing work.
- Cutting roof deck.
- Leveling roof curbs.
- Gas piping.
- Any pre-existing conditions (gas pressure, electrical, structural).
- Any hot water problems that exist outside the scope of the boiler room (mixing).
- Additional work required to meet OSHA or ADA standards.

Any additional work not listed in the scope above will require written authorization by the customer before TDIndustries, Inc. can proceed.

Revised 09/2021

13850 Diplomat Drive, Dallas, TX 75234 - 972-888-9370, Fax #972-888-9520

License # A/C TACLA12338C (Dallas), Plumbing M-18944 – Wesley Baker DFW, Electrical TECL17889 DFW, Sanitary Sewer N/A, FLS ACR-3105, SCR-1064, ECR-1944, B-11764

LIMITED WARRANTY

1	EQUIPMENT, GOODS, MATERIAL PURCHASED AND INSTALLED BY TDINDUSTRIES: TDIndustries, Inc. shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods, or material that are defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of TDIndustries, Inc. THERE ARE NO WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED OR STATUTORY RELATING TO THE EQUIPMENT, GOODS, OR MATERIAL, PROVIDED WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PARAGRAPH. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.
2	LABOR - TDIndustries, Inc. warrants its labor associated with the project above, to be free from workmanship defects for a period of 90-days from the date of completion unless otherwise noted above. Sewer and Drain Cleaning - TDIndustries, Inc. warrants its workmanship for sewer and drain cleaning for a period of 24 hours from the date of completion. Any foreign material retrieved from sewer or drain during the warranty period will discharge the warranty and incur additional costs for clearing the stoppage.
3	This proposal is submitted for customer's consideration with the understanding that it must be approved by TDIndustries, Inc. after its acceptance by the customer and is not binding upon TDIndustries, Inc. until so approved in writing.
4	Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or in any similar such communication are hereby objected to by TDIndustries, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of TDIndustries, Inc. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.
	THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.

STANDARD TERMS AND CONDITIONS

	THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.
1	TDIndustries, Inc. liability or any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of such equipment, goods, or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
2	If TDIndustries, Inc. encounters asbestos, polychlorinated Biphenyl (PCB) or other hazardous substances on the site, TDIndustries, Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat.
3	Any installation dates given in advance are estimated. Installation will be subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.
4	On arrival of any equipment, goods and material at the shipping address specified on the reverse side hereof, Customer shall assume all risk or loss or damage to such equipment, goods, or material.
5	In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.
6	The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.
7	If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
8	All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.
9	No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.
10	Effective November 1, 2020, all credit card transactions with TDIndustries, Inc. will include a surcharge fee of 3% of the total transaction amount. This fee does not exceed our cost of acceptance.



City of Saginaw
City Council Memorandum

Prepared By: Russell Ragsdale

Consideration and Action Regarding Emergency Expenditure for the Police Department A/C Unit -- Russell Ragsdale, Chief of Police

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Business	Item: H
Reference File	Presented By	

BACKGROUND/DISCUSSION:

The 25-ton main PD air conditioner went out several weeks ago. The Council has approved the replacement of that unit and the unit has been ordered. We have been told the unit is on backorder/build-order and will not be delivered until November. While waiting on the this unit, we purchased small evaporative air coolers that have been operating inside the PD to help keep the temperatures at an acceptable level for our officers. Over the past week, with temp's hitting triple digits, the small evaporator ac units have failed to provide any relieve inside the PD. We obtained a quote for a temporary 25-ton AC system, which is mounted on a trailer and then piped into the building through the rooftop unit (RTU). This temporary system cools the PD, as if the RTU was actually functioning.

FINANCIAL IMPACT:

The temporary AC unit has an initial cost of \$9356, which includes setup and was handled as an emergency purchase due to the dangerous temperatures outside and no ability to cool off once inside.. There will be an ongoing monthly cost of \$5799.44. We anticipate the unit will remain in service through September, assuming outside temperatures will continue to be in the upper double to triple digits throughout this time period.

RECOMMENDATION:

Staff recommends that this rental continue through the summer months. The internal building temperature was getting into the mid 90's and the evaporative coolers were creating several issues with the high humidity that was present.



Proposal #: P-421945-1
Date: 22 Jun 2023

Saginaw Police Department
505 W Mcleroy Blvd
Saginaw Texas 76179-1450

Attn: Robin Espinosa
Tel: (817) 232-0311
Email: respinosa@saginawpolice.org

Aggreko Rep: Brian Connolly
Tel: (432) 257-6566
Email: brian.connolly@aggreko.com

Dear Robin Espinosa,

Thank you for your interest in services provided by Aggreko, LLC. I am pleased to submit the following proposal, which confirms our pricing and support services. Aggreko, LLC is responsive around the clock to ensure your complete satisfaction.

Overview of Services:

Aggreko is proposing to provide the Saginaw Police Department with a 25 Ton AC unit to be used on their facility. The AC unit will connect to the existing 25 Ton unit on the floor.

Aggreko's AC unit is designed to provide 9,500 CFM of air at a minimum of 2.5" of static pressure. This air will feed the RTU and the RTU fan will push the air into the facility. To get the best performance possible, Aggreko has determined that the return ducting should be connected to the hallway. 2 of the windows should be removed, allowing the duct to be connected. This will pull air from all of the spaces being fed allowing air to reach all of the spaces.

Aggreko is going to deliver the unit on a trailer to get it up off of the ground and a few feet closer to the roof. The trailer will be placed and the duct run up to the ceiling. Power will be pulled from the RTU and sent down to a transformer to step up to 480V for use by the AC unit. Aggreko will provide technicians to run the cable and duct from the temporary unit to their connection point.

Saginaw PD will have to handle the removal of 2 windows to allow the connection of the return duct.

Proposal pricing does not include applicable tax. If tax exemption applies, please provide documentation for application to this order.

Sincerely,
Brian Connolly

Aggreko, LLC
Dallas USA
627 Grigsby Way
Cedar Hill, Texas 75104-2537
United States
Off: 1-800-AGGREKO (244-7356)

Expected Rental Start: 30 Jun 2023
 Expected Rental End: 21 Sep 2023

Rental Duration: 84 Days
 Minimum Rental: 7 Days

Shipping Address:
 505 W Mcleroy Blvd
 Saginaw, TX 76179-1450
 United States

Recurring Charges: Rates Reflect Quantities

Qty	Description	Weekly Rate	Monthly Rate
1	25 Ton Air Conditioning Package		
	TOTAL	1,933.14	5,799.44

One Time Charges:

Qty	Description	Price (Each)	Total Price
1	Freight Estimation- Roundtrip	2,000.00	2,000.00
1	Labor Estimation- Setup and Teardown	1,560.00	1,560.00
	TOTAL		3,560.00

Variable Charges:

Description	Charge Method	Charge
Freight - (Cost Plus %/Per Transaction)	Per Transaction	35%
Labor - Service (Fixed Rate/Per Hour)	Per Hour	Straight Time Rate : 156.00 Over Time Rate : 234.00 Double Time Rate : 312.00
Labor - Per Diem (Fixed Rate/Per Day)	Per Day	85.00
Labor - Travel (Fixed Rate/Per Mile)	Per Mile	2.39
Labor - After Hours - Call Out Fee (Fixed Rate/Per Transaction)	Per Transaction	1,250.00

EXPIRATION All proposals are valid for 14 days and contingent on availability. Acceptance must be provided in writing prior to the end of the valid period. If the customer elects to postpone the on-hire date more than 14 days, this proposal will be subject to revision at Aggreko's discretion.

CURRENCY - All prices included in this document are reflected in U.S. Dollar

INVOICE RECONCILIATION Following the Minimum Rental term, the invoice calculation will be based on the details outlined in this section.

INVOICE RECONCILIATION If actual Rental Duration differs from quoted Rental Duration, refer to the following for invoice calculation:

- Day 1 - 2 - The daily rate applies and is 1/3 of the weekly rate.
- Day 3 - 7 - The weekly rate applies.
- Day 8 - 20 - The daily rate applies and is 1/7 of the weekly rate.
- Day 21 - 28 - The monthly rate applies and is 3 times the weekly rate.
- After Day 28, the daily rate applies and is 1/28 of monthly rate.

INVOICE RECONCILIATION: Labor - Per Hour

- Straight Time applies during normal business hours from 8 AM - 5 PM, Monday – Friday
- Over Time (1.5x) applies outside of normal business hours, before from 8 AM or after 5 PM, Monday – Friday
- Double Time applies on Weekends and Holidays

OUTSIDE OF NORMAL BUSINESS HOURS FEE: To cover the additional cost of labor and third party expenses incurred for equipment preparation and mobilization, an Outside of Normal Business Hours Fee applies to orders executed outside of normal business hours (Monday – Friday 8am – 5pm). If ordered and subsequently canceled, the fee will be charged in addition to any other cancellation charges.

COLD WEATHER PROVISION Cold Weather Provision (Low Temperatures between 40° F and - 40° F) Any fuel provided by the customer must be temperature appropriate by using anti-gel fuel additives and/or #1 Diesel fuel. The customer must supply appropriate power to energize cold weather accessories, such as (and not limited to) electric block heaters, trickle chargers, heat tracers and battery heaters. In the event that the customer cannot provide power for the winterization components, Aggreko can provide the power source for an additional fee. Snow removal may be required by the customer to ensure equipment and accessory operation, maintenance and repair. All cold weather issues (undercharged battery, fuel gelling, etc.) that require Aggreko Service Technicians to make repairs, will be billed at the standard labor rates outlined in this proposal. Aggreko offers fuel management services for customers who choose to limit their fuel-related responsibilities. Please contact an Aggreko sales and/or technical representative for more information.

ELECTRICAL CONNECTIONS AND SYNCHRONIZATION: Aggreko's personnel do not make final connections at the connection point for customers. The customer is responsible for de-energizing the system before connecting equipment.

ENVIRONMENTAL FEE An environmental fee of 5% will be charged against the total rental equipment amount. Note that if the equipment subject to the fee is also subject to shift rates, the amount of the fee will vary in proportion to the applicable shift rate. The fee is NOT a tax or governmental charge. It is used to help offset expenses incurred operating in an environmentally sound manner. To learn more about the fee, please see the terms and conditions referenced herein or Aggreko's Statement on Environmental Fees, which is available at <https://www.aggreko.com/en-us/terms-of-business>.

EQUIPMENT GROUNDING In all cases where the customer is connecting and operating the equipment, all electrical power producing and/or power consuming machines must be properly grounded in accordance with National Electrical Code and local code requirements prior to start up and shall be the responsibility of customer to verify compliance. The location where grounding rods are to be installed should be properly marked for location of underground utilities and other hazards prior to grounding. Customer acknowledges Aggreko is not familiar with any proposed grounding location(s), the accuracy of relevant markings or existing subsurface hazards. As such, Aggreko does not assume any liability for incorrect or ineffective grounding and customer expressly releases and shall indemnify Aggreko from any liability related thereto, regardless of the party that performs this service.

EQUIPMENT ACCESS, MAINTENANCE AND SERVICE

- Aggreko shall have the right at any time and from time to time to enter the premises occupied by the equipment, be given free access thereto and afforded necessary facilities for the purpose of inspection, servicing, replacement and removal.
- It is the customer's responsibility to maintain and service equipment during the rental term, although, equipment servicing can be performed by Aggreko at an additional charge.
- If the customer elects to have Aggreko service the equipment, we will perform routine service of the equipment at the labor rates stated in this proposal (or in the MSA in existence between the parties, if applicable). Please be aware that, unless otherwise coordinated in advance to be performed after hours, the equipment will need to be shut down during normal working hours for servicing. Equipment redundancy may be available for an additional fee if uninterrupted service is required.
- If the customer is qualified to service the equipment and elects to do so, proof of timely service must be provided to Aggreko upon request.
- Regardless of whether the routine service of the equipment is performed by Aggreko or the customer, Aggreko will notify the customer in advance when the service interval will be required. Failure to conduct or permit timely service may entail liability for associated diagnostic and repair costs and Aggreko disclaims any liability for any damages or injuries to any parties resulting from any such failure or delays.
- Daily inspections of the equipment are the responsibility of the customer. These checks should also be carried out prior to starting the equipment.
- The customer is also responsible for providing fuel, coolants, lubricants, and other supplies necessary to operate the equipment.

FILTERS Filters may be required for service and/or maintenance during the duration of the rental.

FREIGHT Charges to deliver and pick up equipment to your site will apply if arranged by Aggreko. Delivery/Pickup standby time may be charged in the event of customer-caused delays. If repositioning of equipment is required, additional freight charges will apply.

LABOR Customer induced service calls, drive time to and from sites and any chargeable labor will be charged at quoted rates. If an overnight stay is required, lodging and per diem expense will be charged.

IMPORTANT CUSTOMER INFORMATION This proprietary document has been created for Saginaw Police Department, Robin Espinosa, it is therefore acknowledged and agreed to honor our proprietary right to the contents of this proposal and therefore not share the ideas or concepts within.

INVOICE INTERVAL All monthly pricing based on a 28 Days billing cycle.

PAYMENT TERMS Payments shall be made Net 30 from date of invoice. However, Aggreko reserves the right to change payment terms based on changes in financial condition or Customer's non-compliance with the stated net payment terms during the rental.

STATE SPECIFIC FEE Texas TERP fees for selected equipment charges will be applied to all invoices where applicable.

TERMS, CONDITIONS AND CUSTOMER RESPONSIBILITIES Customer assumes all responsibility and liability for:

- Obtaining any relevant operating permits, and shall be liable for any and all penalties, delays and damages caused by its failure to timely obtain all such permits, including reimbursement to Aggreko for any fines paid on Customer's behalf and regardless of the party to which the citation is issued.
- State and local taxes. TAX is NOT included on any Aggreko proposal. The customer will be charged for taxes unless a valid tax exemption certificate that applies to the particular rental is required provided for those the applicable period
- Any and all required union labor.
- Required lifting unloading, loading, and positioning of the equipment (including providing suitable cranes and/or other lifting and handling equipment as applicable).
- Any modifications or damage to foundations, landscaping and structures, permanent or temporary, that are required for the installation, use or decommissioning of Aggreko's equipment and accessories, including any supervision, restoration and any resulting injuries.
- Pre-Delivery Cancellation Fees: If Customer cancels this rental after Aggreko and/or its freight supplier have commenced mobilization but before delivery of the equipment, Customer shall be responsible for paying Aggreko the freight charge incurred, a reasonable labor charge at the applicable standard, overtime or holiday rate, and, if after regular business hours, an Emergency Opening Fee.

COVID-19: Aggreko's protocol and policies regarding COVID-19 can be found at <https://www.aggreko.com/en-us/terms-of-business>

TERMS, CONDITIONS AND CUSTOMER RESPONSIBILITIES Full replacement insurance on equipment (Certificate must be provided prior to delivery)

- All services provided by Aggreko are subject to "Aggreko North America Rental Agreement Terms & Conditions". This document is provided online at: <https://www.aggreko.com/en-us/terms-of-business> and is incorporated herein by reference. Alternatively, a copy will be provided upon request. Customer accepts and acknowledges receipt thereof by these methods. Aggreko will accept no alternative terms and conditions.

TO PLACE AN ORDER

1. Complete, sign, and return the following proposal acceptance page.
2. If referencing a purchase order, please provide hard copy.
3. If tax exempt, please provide a copy of your tax exemption certificate. Once received, it will remain on file for four years for future business. You will be charged applicable tax if the certificate is not received prior to order acceptance.
4. Provide a valid certificate of insurance, which can be obtained from your insurance provider.

TO TERMINATE RENTAL

1. Call 800-Aggreko (800-244-7356). Aggreko requires a minimum of a 24-hour notice for arranging the decommissioning and return freight. Off hire notifications received after 5pm will be acknowledged the following day.
 2. Provide the Rental Agreement Number, a Purchase Order Number, or the Equipment Unit Number. Additionally please provide items to be collected, job location, pickup date/time, site contact person name/phone number, and decommission requirements (including technician, de-fuelling, crane/forklift, and confirmation of freight carrier arrival time for return delivery).
 3. You will receive a confirmation email within 24hrs to acknowledge your request. If you do not receive this confirmation, please contact your Aggreko Representative. A rental will not be deemed terminated without proof of termination, as set forth above.
- Where freight is arranged by Aggreko, and unless designated otherwise, the end of hire date will be the later of either: i) the date the equipment is made available for pickup, or ii) the calendar day following receipt of the off-rent notification. Provided, however, for all rentals in which customer is responsible for arranging freight, the rental shall not terminate until the equipment is return to the designated Aggreko Service Center.



Proposal Acceptance Robin Espinosa at Saginaw Police Department

To accept the proposal, please complete, sign and return this page to your Aggreko Rep or
 E-mail: Orders@aggreko.com or Fax: 1-800-853-6066

Once a signed Proposal Acceptance and hard copy Purchase Order are received, we will process your order.

Proposal #: P-421945-1

PLACE ORDER

Equipment delivery must be secured with either an approved purchase order or an authorized credit card. Use of a purchase order is contingent upon Aggreko credit approval. If a purchase order is not received prior to the end of the first billing cycle, the billable amount will be charged to the credit card. If credit cannot be established prior to order shipment, advance payment will be required. If placing an order with a Credit Card, please provide exact name on credit card and credit card holder phone number. To ensure secure processing of all credit card transactions, an Aggreko representative will contact you for payment processing.

Purchase Order #: _____ Name on Credit Card: _____
 Purchase Order Value: _____ Credit Card Holder Phone #: _____
 Purchase Order is NOT required for payment. Credit Card Holder E-mail: _____

Customer is deemed to have authorized, in advance, payment in full of all amounts as they become due and payable hereunder by charge to the above referenced credit card upon the issuance of a written invoice (without the need for additional signature or written authorization) as Customer's primary and preferred method of payment; provided, however, if Customer issues payment by check in lieu of payment by credit card for any particular invoice referenced on the check, then credit card charges shall be reversed after any such check has cleared. Customer acknowledges that since this proposal may not reflect the actual cost of services to be determined after the commencement of the work. (i.e., freight, fuel, labor, additional rental term, etc.) any amount so stated shall not be deemed a restriction on Aggreko's right to charge Customer's credit card for continued obligations identified in this Proposal, which subsequent charges are expressly authorized herein.

BILLING INFORMATION

Billing Legal Entity: _____ Receive invoices via email: Yes No
 Billing Address: _____ A/P E-mail: _____
 _____ A/P Contact Name: _____
 _____ A/P Contact Phone #: _____
 Tax Exempt: Yes No **If claiming tax exemption for this order, a valid Sales Tax Exemption Certificate must be provided.**

SITE INFORMATION

Site Address: _____ Site Contact Name: _____
 _____ Site Contact Phone #: _____
 _____ Site Contact E-mail: _____
 Aggreko Technician Required? Yes No Onsite Fueling: Aggreko to Fuel Customer to Fuel

TRANSPORT INFORMATION

Delivery Method: Aggreko Delivery Fixed Delivery Time: _____
 Customer Pick-Up Preferred Delivery Window:
 Delivery Date: ____ / ____ / ____ 08:00 - 12:00
 12:00 - 16:00
 Out of hours (Please specify above)

By signing this Acceptance, I certify that I am authorized to enter into this agreement on behalf of Lessee. I also certify that such acceptance or delivery of Aggreko's rental equipment shall be deemed an acceptance of the existing MSA between the parties, if applicable, and, if not, then subject to Aggreko's North American Rental Agreement Terms and Conditions available at <https://www.aggreko.com/en-us/terms-of-business>, to which I acknowledge I have access and are incorporated herein by reference.

Signature _____
 Name _____

Date _____



Customer:		Saginaw Police Department			Quote #	Quote #421945
Scope Matrix		Client	Aggreko	N/A	Notes	
A Logistics						
1	Delivery/Installation		X		Units to be delivered on trailer	
2	Transportation to/from Site		X		42 miles from Dallas Depot	
3	Lifting Equipment at Site			X	None	
4	Personnel Lifts at site			X	None	
B Demarcation						
1	Electrical	X	X		Cable from RTU to Transformer	
2	Mechanical	X	X		Supply from temp to RTU. Return to hallway windows	
3	Electrical Ground Points	X	X		RTU	
4	Terminations to Customer Equipment	X			customer responsibility	
C Equipment						
1	LV Cable/Tails/Lugs		X		4/0 from RTU to Transformer	
2	Commissioning Support Equipment			X	None	
3	120V/480V Secondary Distribution			X	N/a	
4	DEF System			X	internal/external/provider	
5	Equipment Maintenance		X		Preventative maintenance while on site	
6	Equipment siting and configuration		X		Equipment on trailer, cable to building duct to RTU	
D Labor						
1	Site Access Training/Badging			X	n/a	
2	Mobilize/Install/Commission/Demobilization		X		Estimate 10 hours for install and removal	
3	Operations/Watchkeeping			X	man-hours ST/OT/DT (24hr coverage ≥ 28 man-hrs)	
4	Technician Travel to/from Site		X		1 hrs.	
5	Technician Per Diem and Lodging			X	total man-days	
6	Training Client on Operations Procedures		X		.5 hours	
E Fuel						
1	Fuel (diesel, DEF, natural gas, propane)			X	None	
F Site Facilities						
1	Site Specific Requirements			X	None known	
2	Regulatory (Permits/Licenses)	X			noise, emissions, environmental, etc.	
3	Site Specific Access Requirements			X	training, badging, vehicle passes, etc.	
G Other						
1	Containment Berm Support			X	hose/cable bridges/pumping responsibility	
2	Site Specific Safety			X	Special eye protection, face shields, glove type, fire ext., spill kits etc.	
3	Water/Air Source			X	Customer will provide source to fill chiller and system	
4	Glycol Supply (+40F to +20F)			X	specification/estimated volume	
5	Waste Disposal			X	Customer EPA compliance. (general, hazardous, non-hazardous, etc.)	
6	Equipment Leveling Materials/Dunnage			X	provide material types, size, etc.	
End						



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

FY2023/2024 Budget Workshop-- Kim Quin, Finance Director

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Business	Item: I
Reference File	Presented By	

BACKGROUND/DISCUSSION:

Budget preparation has begun for the 2023/2024 fiscal year. Presentations will be made to the City Council throughout the spring and summer to review and discuss issues pertinent to the budget.

FINANCIAL IMPACT:

Items discussed may impact the FY2023/2024 Proposed Budget.

RECOMMENDATION:

This is a workshop to discuss budget issues. No action will be taken.



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Any Posted Item

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Executive Session	Item: B
Reference File	Presented By	

BACKGROUND/DISCUSSION:

text placeholder

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Building Improvement Grant Application--1029 N. Saginaw Blvd.

Meeting	Agenda Group	
July 5th, 2023, 6:00 PM	Executive Session	Item: D
Reference File	Presented By	

BACKGROUND/DISCUSSION:

text placeholder

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



City of Saginaw
City Council Memorandum

Prepared By: Vicky Vega

Adjournment--Todd Flippo, Mayor

Meeting	Agenda Group
July 5th, 2023, 6:00 PM	Adjournment Item: A
Reference File	Presented By

BACKGROUND/DISCUSSION:

text placeholder

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A