City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING AND WORKSHOP

Meeting, Workshop, and/or Executive Session Agenda
6:00 PM - Tuesday, October 15, 2019
Saginaw City Hall Council Chambers
333 West McLeroy Blvd.

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

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

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

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

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

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

(2) Invocation--Pastor Michael Orr, Saginaw Church of Christ

(3) Audience Participation--On the Video Screen

(4) Consent Agenda

(a) Action regarding Minutes, October 1, 2019--Janice England, City Secretary

(b) Action regarding Appointment of City Representatives to the Fort Worth Wholesale Water and Wastewater Committee--Rick Trice, P.E., Director of Public Works

(c) Action Regarding City Council Consent to Permit for a Small Cell Node at 637 Pinto Lane--Rick Trice, P.E., Director of Public Works

(d) Action regarding Award of Bid for Highway Right-of-Way Mowing--Keith

Rinehart, Director of Community Services

(e) Action regarding Appointment of Travis Albritton to Advisory Recreation and Parks Board--Janice England, City Secretary

(f) Action Regarding Approval of an Individual Project Order (IPO) with Kimley Horn and Associates, Inc. (KHA) for Preparation of Bid Documents for the Police Parking Lot Expansion--Rick Trice, P.E., Director of Public Works

(5) Consideration and Action regarding Approval of Ordinance No. 2019-20, Authorizing the Issuance and Sale of CIty of Saginaw General Obligation Refunding Bond, Series 2019; Levying an Annual Ad Valorem Tax and Providing for the Security for and Payment of said Bond; Providing an Effective Date; and enacting Other Provisions relating to the Subject--Kim Quin, Finance Director

(6) Consideration and Action regarding Approval of Contract to Purchase Real Property located at 304 W. McLeroy Boulevard--Dolph Johnson, Asst. City Manager

(7) Consideration and Action regarding Approval of Contract to Purchase Real Property located at 100 Amber Drive--Dolph Johnson, Asst. City Manager

(8) Consideration and Action regarding Approval of Contract to Purchase Real Property located at 700 W. McLeroy Boulevard--Dolph Johnson, Asst. City Manager

(9) Consideration and action to approve funds for "Art in the Community Program" Mural--Keith Rinehart, Director of Community Services

(10) Executive Session

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

(b) 2019 Legislative Update on New State Legislation affecting Municipalities

551.072 Texas Government Code.

Deliberations Regarding Real Property The City Council may convene in executive session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person, including the following matters:

(a) 304 W. McLeroy Boulevard

(b) 100 Amber Drive

(c) 700 W. McLeroy Boulevard

(d) Acquisition of Property for Recreational Purposes

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) Personnel--City Manager Quarterly Evaluation & Annual Work Plan

551.087 Texas Government Code.

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

(a) Building Improvement Grant Applications--701 W. Bailey Boswell Rd.; 705 W. Bailey Boswell Rd.; 709 W. Bailey Boswell Rd.; and 713 W. Bailey Boswell Rd.

(11) Adjournment

City of Saginaw

Meeting Date: 10/15/2019

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, October 1, 2019

BACKGROUND/DISCUSSION:
The minutes of the City Council Meeting held on October 1, 2019 are being presented for consideration.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

October 1, 2019 Minutes

CITY OF SAGINAW
CITY COUNCIL MEETING & WORKSHOP
HELD AT THE SAGINAW CITY HALL
333 W. MCLEROY BLVD.
OCTOBER 1, 2019

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Tankersley
Councilmember	Charles Beasley
Councilmember	Patrick Farr
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Andrew Simonsen, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Director of Public Works	Rick Trice, P.E.
Police Chief	Lee Howell
Fire Division Chief	Scott Craver
Director of Recreation	Keith Rinehart
Director of Human Resources	Melanie McManus
Director of Economic Dev.	Alora Wachholz
Library Director	Ellen Ritchie
Chief Building Official	Larry Little
Police Officer	Steven Schrock

Absent from the meeting:

Fire Chief	Doug Spears

Visitors at the meeting:

Daniel J. Bennett	Michelle Stewart
Debra Brooks	Andrew Friedman

(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 Sean Reed of The Crossroads Church gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, September 3, 2019

b. Action regarding Minutes, September 10, 2019

c. Action regarding Minutes, September 17, 2019

d. Action regarding Building Improvement Grant Agreement with NDFIII North Town Center, LLC (1029 N. Saginaw Blvd.)

Summary: On Tuesday, September 17, 2019, the City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application that was submitted on September 3, 2019 by Baceline Investments (corporate name: NDFIII North Town Center, LLC) in regards to their property located at 1029 N. Saginaw Blvd. The consensus of the City Council was to award an amount not-to-exceed $5,000 in reimbursable and matching dollars for the anticipated improvements as proposed on their application. The included contract is the realization of that intention.

e. Action regarding Award of Contract for Saginaw Manhole and Pipe Rehabilitation Contract

Summary: The 2019 Wastewater Capital Improvement Plan includes Inflow and Infiltration (I&I) Sanitary Sewer Repairs. The work included in the proposed contract is based on an assessment of the sanitary sewer system within the Little Fossil Creek Basin and is designed to reduce I&I. I&I reduction reduces the potential for surcharges in pipelines that may result in sanitary sewer overflows. Bids for the Saginaw Manhole and Pipe Rehabilitation Project were opened on September 10, 2019. Three bids were received with the apparent low bidder being Barclay's Premier Utility Services. Their bid was $186,880. Kimley-Horn has reviewed their references and verified that the contractor's bonding company is licensed in the State of Texas. Funds in the amount of $250,000 are budgeted for I&I projects in the Water and Wastewater Budget, Account 05-7024-55, EF Capital Projects.

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Motion was made by Mayor Pro-Tem Tankersley with a second by Councilmember Farr to approve the consent agenda as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(5) Consideration and Action to Approve Funds for Keep Saginaw Beautiful Committee Project—Wrapping Traffic Control Boxes

Director of Community Services Rinehart explained that several years ago the Keep Saginaw Beautiful Committee began a community-wide beautification project of wrapping eight (8) traffic control boxes throughout the City. This project has added color and beauty to otherwise dull gray/silver traffic control boxes. The project has been well

received by residents and the community. Since that initial project an additional traffic control box has been added bringing the total to nine (9). The wraps have an average life span of two to three years. The Keep Saginaw Beautiful Committee voted at their meeting on September 16, 2019 to recommend to the City Council approval of the expenditure of $5,450 for Victory Graphics to remove the existing wraps on the original eight (8) boxes and then wrap all nine traffic control boxes. Funds to cover this expenditure are available in the Beautification Donation Fund.

Motion was made by Councilmember Farr with a second by Councilmember Tucker to approve the recommendation from the Keep Saginaw Beautiful Committee for Victory Graphics to wrap all nine (9) traffic control boxes at a cost of $5,450. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(6) Consideration and Action regarding Authorization for City Staff and Consultants to proceed with privately placing General Obligation Refunding Bonds, Series 2019 via Competitive Bidding Process for the Purpose of achieving Annual Debt Service Savings so long as Certain Savings Thresholds can be met

Mr. Andrew Friedman of SAMCO Capital Markets addressed the Council. He explained that the Certificates of Obligation issued in 2009 with interest rates of 4.2% to 4.6% and the 2012 General Obligation Refunding Bonds with an interest rate of 3% are eligible for refunding. The tax notes issued last month have a rate of 1.45. He stated that the bond market is currently lower and if the bonds mentioned were reissued with a potential interest rate of 2%, there could be an estimated net savings of $36,754. He added that final approval will be brought to the Council on October 15th after the bids are received. If the bids and potential savings don't come in as expected, the Council does not have to proceed with the issuance.

Motion was made by Councilmember Farr with a second by Councilmember Tankersley to authorize the staff to proceed with privately placing the General Obligation Refunding Bonds, Series 2019 via competitive bidding process for the purpose of achieving annual debt service savings so long as certain thresholds can be met.
Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(7) Consideration and Action regarding Ordinance No. 2019-21, Adopting Regulations for Protection of the City Logo and City Seal, and Prohibiting the Unauthorized Use Thereof

City Attorney Meredith explained that the proposed ordinance provides that the City logo and City seal are property of the City of Saginaw. It prohibits unauthorized use of both, and requires approval by the City of any use of the seal or

logo. He added that the ordinance is not retroactive, however, any unauthorized use that continues after the adoption of the ordinance would be considered a violation and subject to penalties. He added that the City has common law copyright to both the logo and seal due to both being produced using public funds.

Motion was made by Councilmember Tankersley with a second by Councilmember Bighorse to approve Ordinance No. 2019-21, adopting regulations for protection of the City Logo and City Seal, and prohibiting the unauthorized use thereof. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(8) Briefing on Bailey Boswell Overpass Project

Director of Public Works Trice gave a brief update on the Bailey Boswell Overpass Project. He explained that permits from the Texas Department of Transportation (TXDOT), Union Pacific Railroad (UP) and Burlington Northern Santa Fe Railroad (BNSF) are required before the overpass project can proceed. He stated that various issues with each entity have resulted in delays. However, recently TXDOT completed their review and has given their approval. BNSF has completed their staff review and is moving forward with approval. UP has notified the City that the request for a waiver to allow the overpass to be constructed has been approved. They should complete their review soon. No substantial issues are expected.

Director of Public Works Trice explained that earlier this year the overpass project was advertised but then suspended in March due to the issues with the permits. He stated that Kimley-Horn is currently reviewing the plans and updating the cost estimates. He explained that the project will likely be advertised in late November or early December with a bid opening in late December or early January. He added that he will keep the Council updated on the status of the project and the updated cost estimates by Kimley-Horn.

(9) Recess into Workshop

Mayor Flippo declared the meeting recessed into Workshop at 6:25 p.m.

(10) Economic Development Snapshot

Director of Economic Development Wachholz gave a brief overview of economic development in general. She reviewed what the economic goals for the City have been in the past and gave a summary of the feedback received from Councilmembers in recent individual economic development meetings. After some discussion regarding economic development in Saginaw, Councilmember Farr suggested that workshops be planned to discuss the following topics further. Those topics are: conflicting Council feedback responses; economic development priorities; metrics; and discussion of how contacts/potential projects come together and are handled. Mayor Flippo pointed out that the results of the feedback show that there is work to be done to enable the Council to come to a consensus on the items mentioned. The Council concurred to have further economic development discussions at future workshops.

(11) Reconvene Back into Regular Session

Mayor Flippo declared the meeting back in Regular Session at 7:13 p.m.

(12) Executive Session

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

a. Any Posted Item

(13) Adjournment

Motion was made by Councilmember Farr with a second by Councilmember Tankersley to adjourn the meeting. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley,
Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of October 1, 2019 adjourned at 7:14 p.m.

ATTEST: APPROVED:

_____ _____

City Secretary Janice England Mayor Todd Flippo

City of Saginaw

Meeting Date: 10/15/2019

Staff Contact: Rick Trice, P.E.
Director of Public Works

Agenda Items: (4)(b)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action regarding Appointment of City Representatives to the Fort Worth Wholesale Water and Wastewater Committees

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BACKGROUND/DISCUSSION:
Each year the City must appoint a primary and alternative representative to the Fort Worth Wholesale Water Committee and the Fort Worth Wholesale Wastewater Committee. It is recommended that Rick Trice, Director of Public Works be appointed as the primary representative and Randy Newsom, Assistant Director of Public Works be appointed as the alternate representative.

FINANCIAL IMPACT:
N.A.

RECOMMENDATION:
Staff recommends that Rick Trice, Director of Public Works be appointed as the primary representative and Randy Newsom, Assistant Director of Public Works be appointed as the alternate representative.

ATTACHMENTS:

Description

Appointment Form

APPOINTMENT FORM
Wholesale Water and Wastewater Customer Advisory Committee

DATE: _____

WHOLESALE CUSTOMER: City of Saginaw

Check all that apply: ☐ Water ☐ Wastewater

The following individuals have been officially appointed by the **CUSTOMER's GOVERNING BODY**, under the terms of the Wholesale Contract for Services, Section 15, as the **VOTING MEMBER** and **ALTERNATE** for the Water and/or Wastewater System Advisory Committee. The term is for the Fiscal Year beginning October 1, 2019 through September 30, 2020.

Voting Member:	**Alternate Member**
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Office Phone	Office Phone
_____	_____
Cell Phone	Cell Phone
_____	_____
Email Address	Email Address
Mailing Address:	Mailing Address:
_____	_____
_____	_____
_____	_____

_____ Official Seal
Signature of Mayor/Board President

Please complete and return as soon as possible, but no later than December 2, 2019 to:

WaterWholesale@fortworthtexas.gov

or

City of Fort Worth
Water Department
Billing Section/Wholesale
P. O. Box 870
Fort Worth, Texas 76101

City of Saginaw

Meeting Date: 10/15/2019

Agenda Items: (4)(c)

Staff Contact: Rick Trice, P.E.
Director of Public Works

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding City Council Consent to Permit for a Small Cell Node at 637 Pinto Lane

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BACKGROUND/DISCUSSION:
On September 5, 2017, City Council adopted Ordinance Number 2017-10 regulating the use, occupancy and maintenance of City rights-of-way by wireless network providers.

New Cingular Wireless, PCS, LLC has submitted an application for four new network node installations on existing Oncor power poles within Saginaw's corporate limits.

New Cingular Wireless PCS, LLC has complied with the provisions of Ordinance 2017-10 except that the location at 637 Pinto Lane is adjacent to single family residential lots and is on a street right-of-way of not more than fifty (50) feet that requires consent from the City Council.

FINANCIAL IMPACT:
The financial impact will be receipt of a $250 fee from New Cingular Wireless PCS, LLC and a recurring annual fee of $250.

RECOMMENDATION:
It is recommended that the City Council consent to a Permit for a Small Cell Node at 637 Pinto Lane.

ATTACHMENTS:

Description

Permit Drawings

NEW CINGULAR WIRELESS PCS, LLC.

NODE NAME
CRAN_RNTX_FTWT3_230

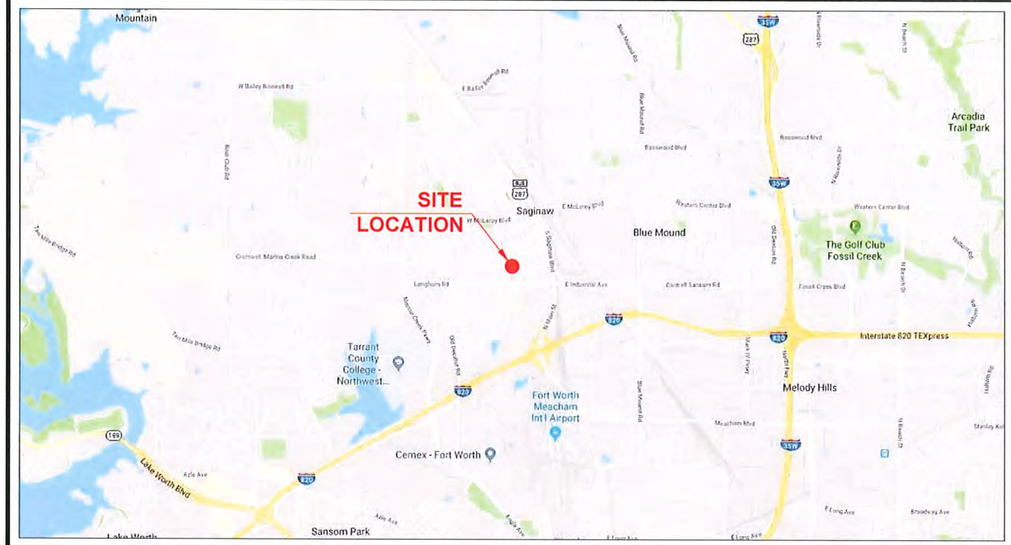
PACE NUMBER
MRNTX048497

PTN NUMBER
3012A0LJP3

STRUCTURE TYPE
UTILITY POLE

SITE ADDRESS
637 PINTO LANE, SAGINAW TX. 76179

REGIONAL MAP



INDEX OF SHEET

01 OF 22 - COVER
02 OF 22 - OVERALL SITE PLAN
03 OF 22 - PLAN VIEW
04 OF 22 TO 05 OF 22 - TCP
06 OF 22 - NEW EQUIPMENT ELEVATION
07 OF 22 TO 10 OF 22 - PHOTOSIM
11 OF 22 - PEDESTAL DETAIL
12 OF 22 - RF SCHEMATIC's
13 OF 22 - ANTENNA DETAIL
14 OF 22 - RRU WOOD POLE BRACKET
15 OF 22 - RRU'S DETAIL
16 OF 22 - TRANSTECTOR DETAIL
17 OF 22 - POWER METER DETAIL
18 OF 22 - GENERAL NOTES
19 OF 22 - ROW CONSTRUCTION NOTES
20 OF 22 TO 22 OF 22 - STRUCTURAL ANALYSIS

PERMITTING

JURISDICTION : CITY OF SAGINAW

PROJECT INFORMATION

AT&T ADDRESS : 575 MOROSGO DR NE
ATLANTA, GA 30324

UTILITIES : ONCOR POWER CO
KAREN FLEWHARTY
JOINT USE MANAGER
115 W 7th Street, Suite 211
Fort Worth, Tx 76102
PHONE: 817-215-5037

PROPERTY OWNER : PUBLIC RIGHT OF WAY

APPLICANT : NEW CINGULAR WIRELESS PCS LLC

AT&T CONTACT 1: GRANT HUBER (972) 206-7767

AT&T CONTACT 2: MELISSA MARTINEZ (817) 727-9131

SITE ID : PENDING

PACE NUMBER : MRNTX048497

PTN NUMBER : 3012A0LJP3

USID NUMBER : 246260

FA CODE : 14851022

VICINITY MAP



PROJECT SUMMARY

PLACING:

(1) ROSENBERGER CA-OIOITJTJVEX360F-JS06 ANTENNA, (1) MOUNTING ARM ON NEW UTILITY POLE & (1) METER AND DISCONNECT PEDESTAL. ONCOR CONTRACTOR WILL REPLACE THE EXISTING 30/5 POLE WITH NEW 40/3 POLE. AT&T MOBILITY CONTRACTOR WILL PLACE THE ANTENNA AND GROUND MOUNTED CABINET. FREQUENCY 1920 MHZ AND AWS.

PROJECT CONTACTS

AT&T:

Professional – Tech Project Manager ATO, Construction & Engineering-SW
RYAN GUZMAN
1801 VALLEY VIEW LN
FARMERS BRANCH, TX 75234
PHONE: (847) 619-5060
EMAIL: rg9942@att.com

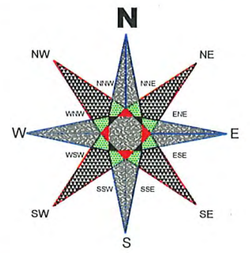
DRAFTPROS LLC:

ENGINEERING & SURVEYING CONTACT:
MARIA MONK
PHONE: (972) 741 - 7943
EMAIL: mmonk@draftprosinc.com

LOCATION COORDINATES

LATITUDE : 32.850525°

LONGITUDE: -97.368531°



NEW CINGULAR WIRELESS PCS, LLC

draftPros
Engineering Office
13831 Northwest Freeway Suite 410
Houston, TX 77040

PROFESSIONAL LICENSURE

STATE OF TEXAS
JUSTO RODRIGUEZ
120389
LICENSED PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDG THEY COMPLY WITH THE REQUIREMENT OF ALL APPLICABLE CODES AND ORDINANCES

REVISIONS

BY	DESCRIPTION	DATE

CAUTION

FOREIGN UTILITY LOCATIONS ARE APPROXIMATE. CONTACT THE LOCAL ONE CALL AGENCY 48 HOURS PRIOR TO CONSTRUCTION FOR EXACT UTILITY LOCATION AT:

Texas 811
811 OR 713-223-4567 (IN HOUSTON) OR (1-800-545-6005) CALL BEFORE YOU DIG

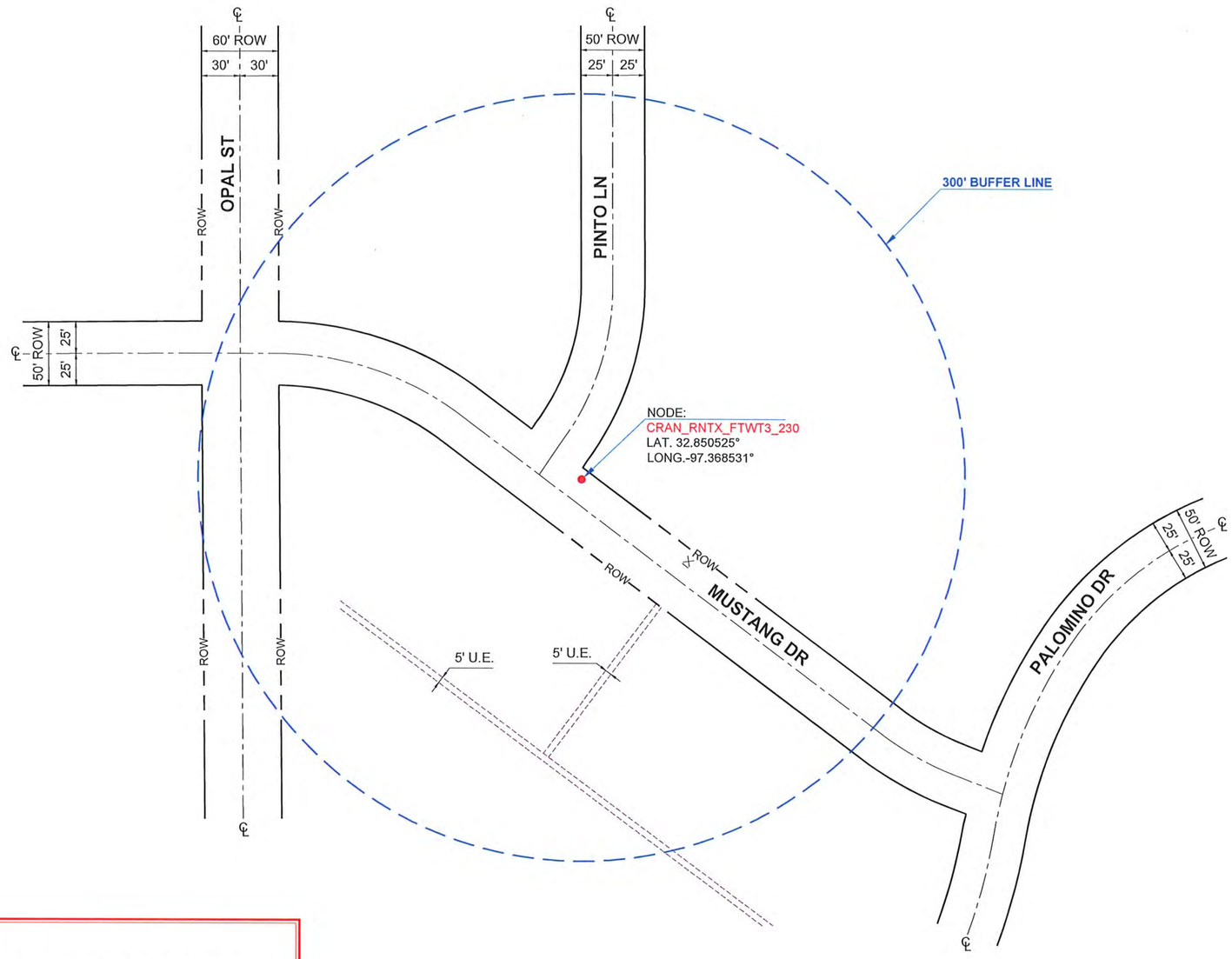
CONTRACTOR SHALL NOTIFY THE CITY OF HOUSTON, DEPARTMENT OF PUBLIC WORKS AND ENGINEERING, OFFICE OF THE CITY ENGINEER, 48 HOURS BEFORE STARTING WORK IN THIS PROJECT. TELEPHONE (832) 394-9098

PROJECT INFORMATION

DRAWING BY: DRAFTPROS LLC
CHECK BY: DRAFTPROS LLC
ORIGINAL SUBMITTAL: MAY 03, 2019
NODE NAME #: CRAN_RNTX_FTWT3_230
TITLE: **COVER**

SCALE:	PAGE:	OF:
NTS	01	22

NO NETWORK SUPPORT NODES AND NO USABLE UTILITY POLE WITHIN 300' OF PROPOSED POLE



NOTES:

* NO OTHER NETWORK SUPPORT POLES WITHIN VICINITY
* NO MUNICIPAL PARK IN AREA
* AREA IS RESIDENTIAL ZONE
* MUSTANG DR ROW IS 50' WIDE

NEW CINGULAR WIRELESS PCS, LLC

draftPros
Engineering Office
13831 Northwest Freeway Suite 410
Houston, TX 77040

PROFESSIONAL LICENSURE

STATE OF TEXAS
JUSTO RODRIGUEZ
120389
LICENSED
PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDG THEY COMPLY WITH THE REQUIREMENT OF ALL APPLICABLE CODES AND ORDINANCES

REVISIONS

BY	DESCRIPTION	DATE

CAUTION

FOREIGN UTILITY LOCATIONS ARE APPROXIMATE.
CONTACT THE LOCAL ONE CALL AGENCY 48 HOURS PRIOR TO CONSTRUCTION FOR EXACT UTILITY LOCATION AT:

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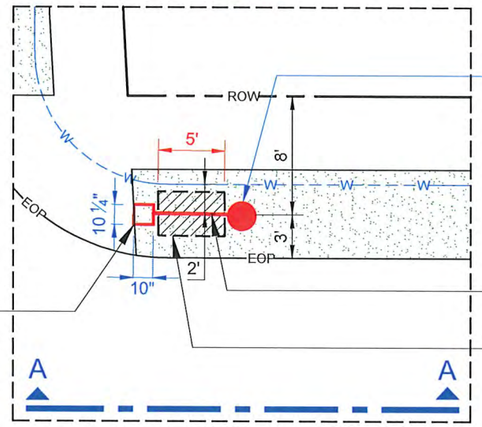
PROJECT INFORMATION

DRAWING BY:	DRAFTPROS LLC
CHECK BY:	DRAFTPROS LLC
ORIGINAL SUBMITTAL:	MAY 03, 2019
NODE NAME #:	CRAN_RNTX_FTWT3_230
TITLE:	**OVERALL SITE PLAN**

SCALE:	PAGE:	OF:
1" = 100'	02	22

ENLARGED PLAN VIEW

SCALE 1:10

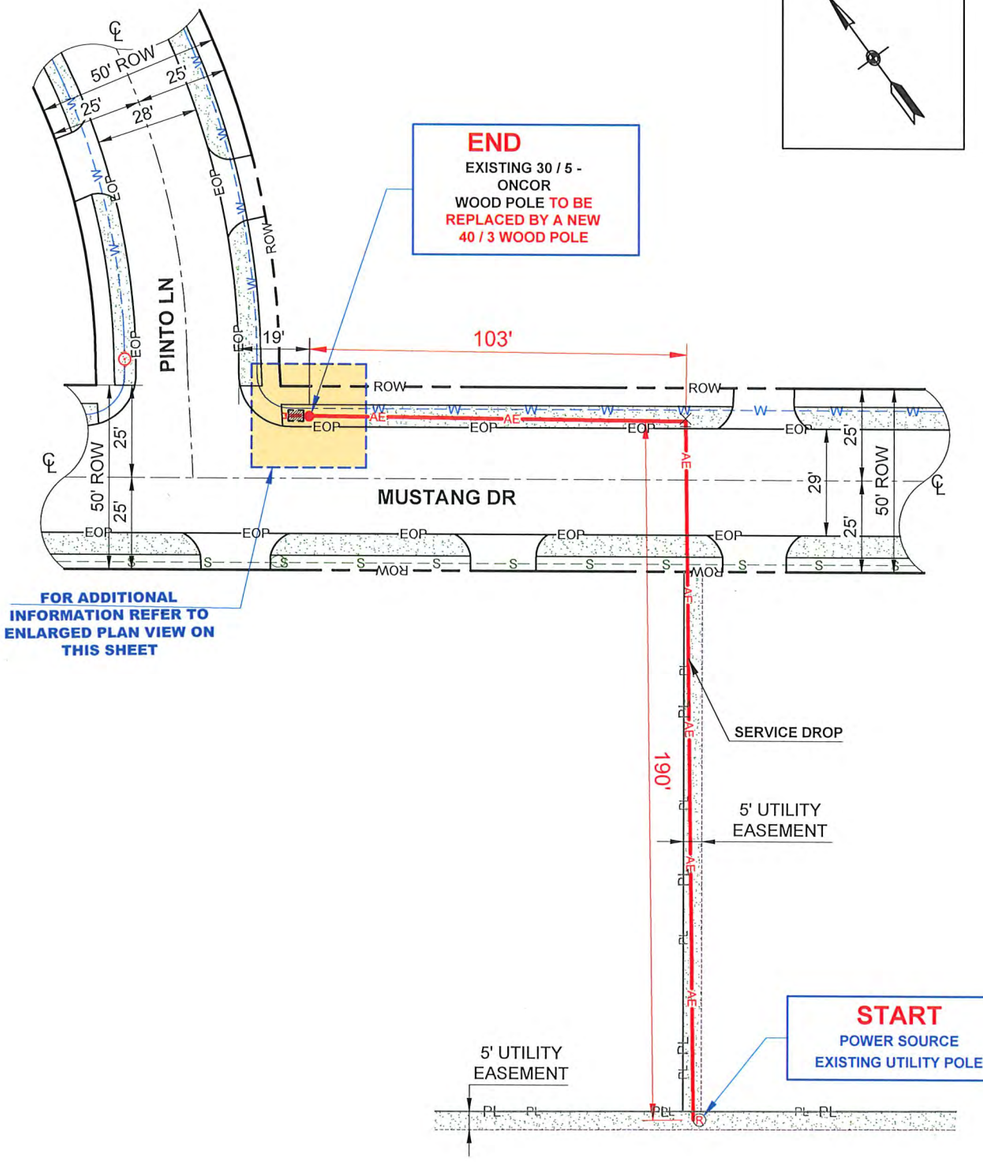


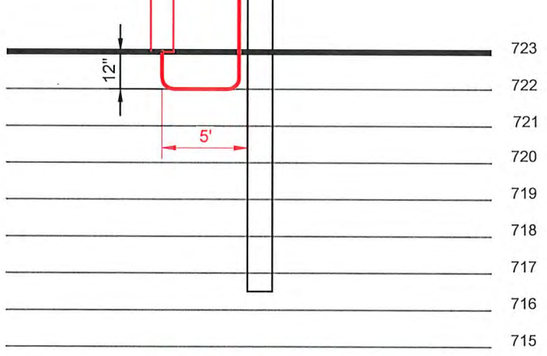
END
EXISTING 30 / 5 - ONCOR WOOD POLE TO BE REPLACED BY A NEW 40 / 3 WOOD POLE

NEW METER AND DISCONNECT PEDESTAL
INSTALL NEW PEDESTAL.

TRENCH
INSTALL (1) 2" CONDUIT AT 12" OF DEPTH FOR POWER CABLE

REMOVE & RESTORE 15 SF OF SOD TO EQUAL OR BETTER CONDITION.





SECTION A-A

HORIZONTAL SCALE: 1"= 16'
VERTICAL SCALE: N.T.S

REVIEW & LEGEND

LABOR SUMMARY THIS PAGE	QTY	
AERIAL SERVICE DROP	293	LF
TRENCH, INSTALL (1) 2" CONDUITS	5	LF
REMOVE & RESTORE SOD	15	SF
REMOVE & RESTORE CONCRETE SDWK	-	SF
INSTALL METER AND DISCONNECT PEDESTAL	1	EA

LINETYPES

AE	PROPOSE AERIAL	CENTER LINE	G	GAS	S SANITARY SEWER
UGE	PROPOSE UNDERGROUND	EASEMENT	FOC	OTHER FOC	SS STORM DRAIN
EOP	EDGE OF PAVEMENT	W WATER	E	POWER UNDERGROUND	
ROW	RIGHT OF WAY	SL STREET LIGHT	T	TELCO	
	SIDEWALK	TRF TRAFIC	X	FENCE	

SYMBOLOGY

	CONCRETE POLE	P	POWER MANHOLE		TRAFFIC SIGNAL HANDHOLE		STREET LIGHT
	WOOD POLE	E	POWER HANDHOLE		TELCO MANHOLE		TRAFFIC SIGNAL POLE
E	POWER SOURCE		SANITARY SEWER HANDHOLE		WATER VALVE/SPRINKLER		SOD
	NEW STREET LIGHT POLE		STORM SEWER HANDHOLE		FIRE HYDRANT		ASPHALT RESTORATION
G	GAS VALVE/HANDHOLE		STORM DRAIN/CATCH BASIN/ DRAIN INLET		TREE		CONCRETE RESTORATION

NEW CINGULAR WIRELESS PCS, LLC

draftPros
Engineering Office
13831 Northwest Freeway Suite 410
Houston, TX 77040

PROFESSIONAL LICENSURE

STATE OF TEXAS
JUSTO RODRIGUEZ
120389
LICENSED PROFESSIONAL ENGINEER
5/8/19

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDG THEY COMPLY WITH THE REQUIREMENT OF ALL APPLICABLE CODES AND ORDINANCES

REVISIONS

BY	DESCRIPTION	DATE

CAUTION

FOREIGN UTILITY LOCATIONS ARE APPROXIMATE.
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Texas 811
811 OR 713-223-4567 (IN HOUSTON) OR (1-800-545-6005) CALL BEFORE YOU DIG

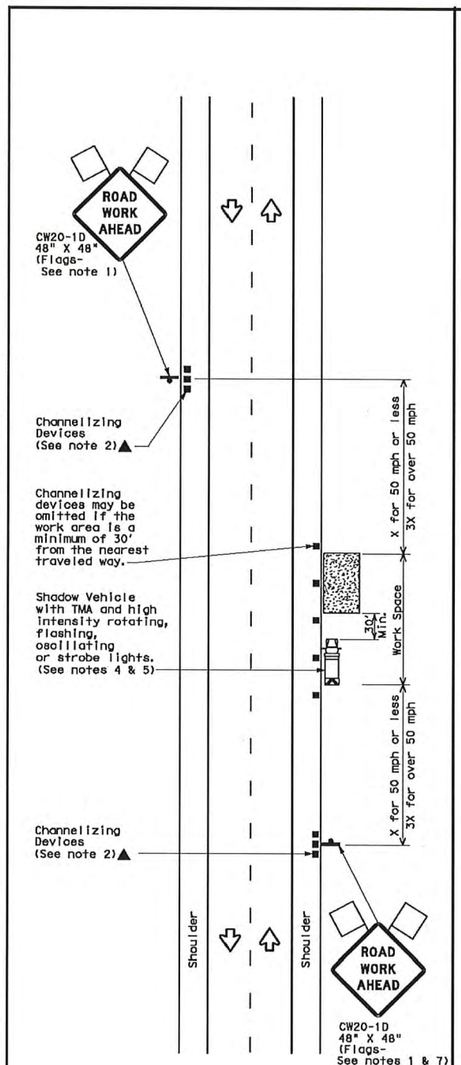
CONTRACTOR SHALL NOTIFY THE CITY OF HOUSTON, DEPARTMENT OF PUBLIC WORKS AND ENGINEERING, OFFICE OF THE CITY ENGINEER, 48 HOURS BEFORE STARTING WORK IN THIS PROJECT.
TELEPHONE (832) 394-9098

PROJECT INFORMATION

DRAWING BY: DRAFTPROS LLC
CHECK BY: DRAFTPROS LLC
ORIGINAL SUBMITTAL: MAY 03, 2019
NODE NAME #: CRAN_RNTX_FTWT3_230
TITLE: **PLAN VIEW**

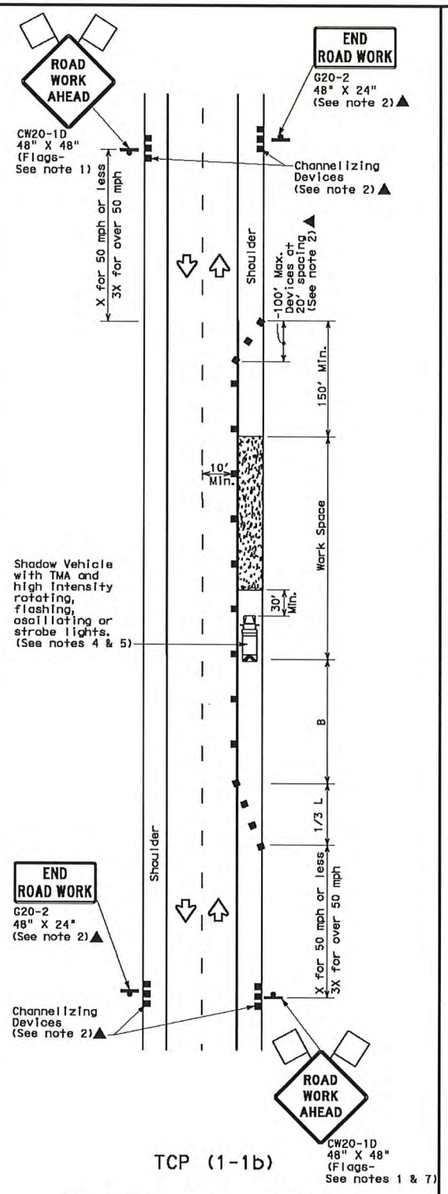
SCALE:	PAGE:	OF:
1" = 40'	03	22

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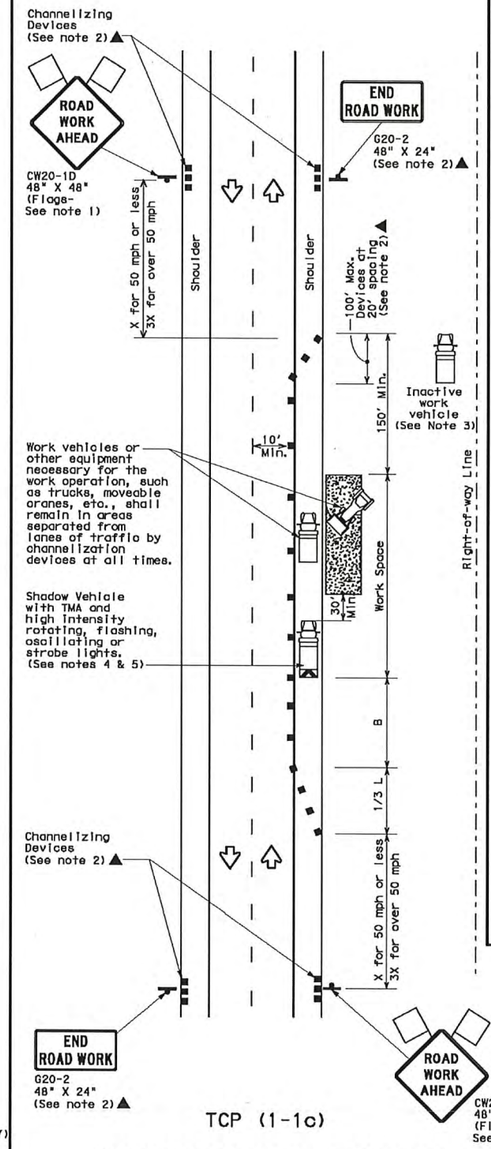
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-12

©TxDOT December 1985

REVISIONS	DIV TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
2-94 2-12	CONT	SECT	JOB	HIGHWAY
8-95				
1-97	DIST	COUNTY		SHEET NO.
4-98				

151

DATE:
FILE:

NEW CINGULAR WIRELESS PCS, LLC

draftPros
Engineering Office
13831 Northwest Freeway Suite 410
Houston, TX 77040

PROFESSIONAL LICENSURE

STATE OF TEXAS
JUSTO RODRIGUEZ
120389
LICENSED
PROFESSIONAL ENGINEER

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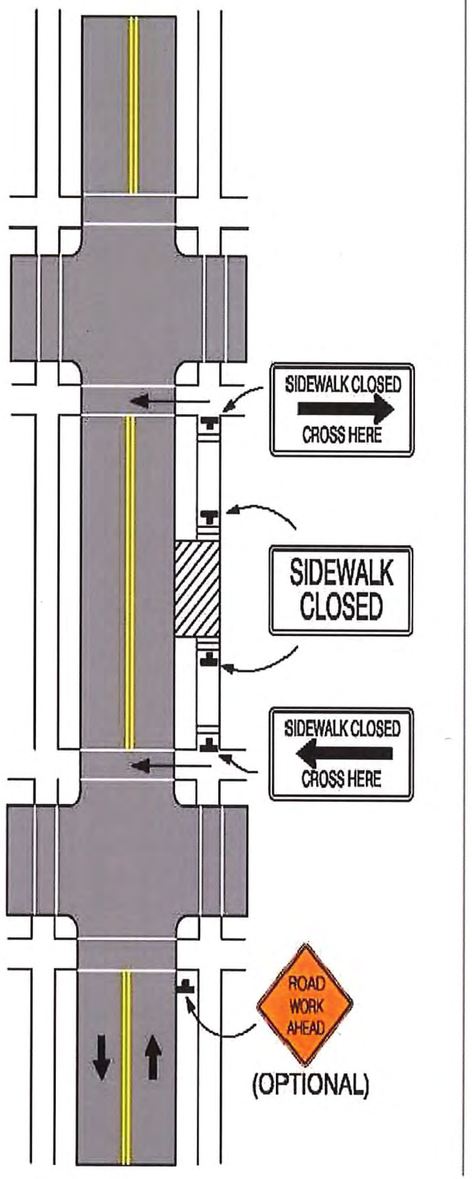
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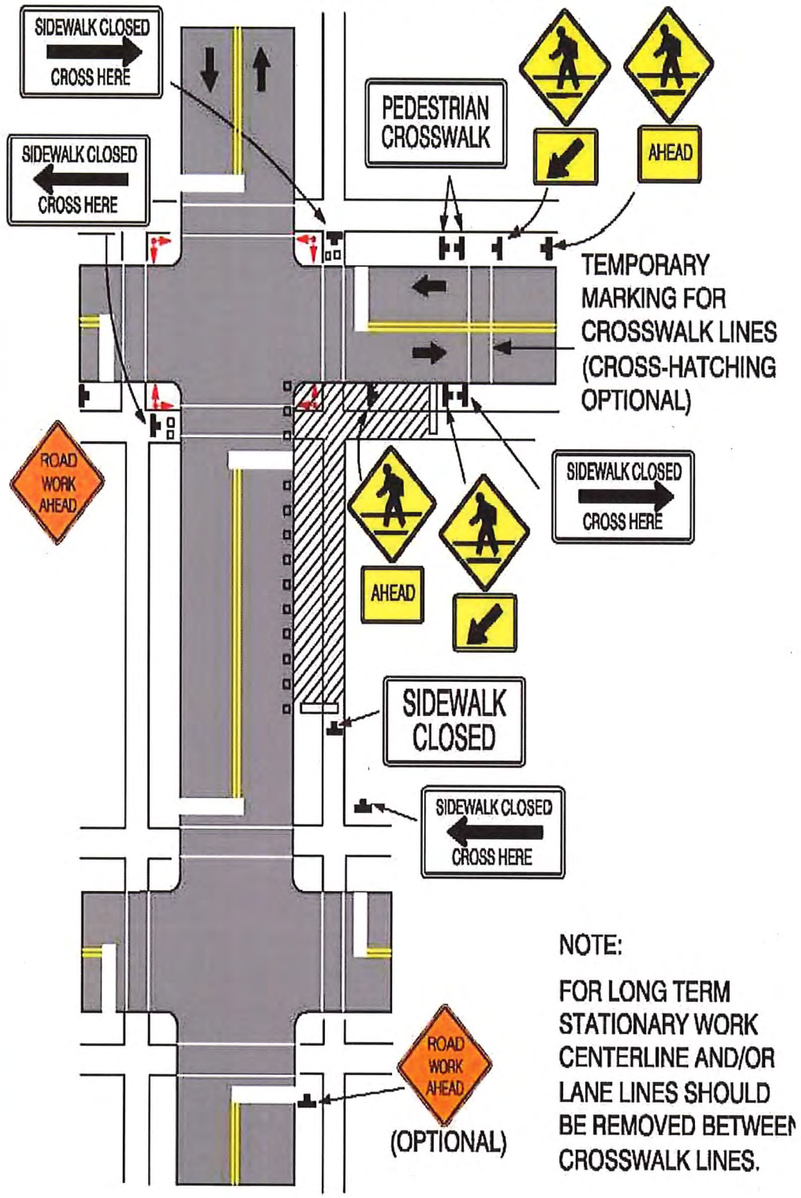
DRAWING BY: DRAFTPROS LLC
CHECK BY: DRAFTPROS LLC
ORIGINAL SUBMITTAL: MAY 03, 2019
NODE NAME #: CRAN_RNTX_FTWT3_230
TITLE: **TRAFFIC CONTROL PLAN**

SCALE:	PAGE:	OF:
NTS	04	22

SIDEWALK DETOUR



CROSSWALK CLOSURES AND PEDESTRIAN DETOURS



NOTE:

FOR LONG TERM STATIONARY WORK CENTERLINE AND/OR LANE LINES SHOULD BE REMOVED BETWEEN CROSSWALK LINES.

NEW CINGULAR WIRELESS PCS, LLC

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5-2-19

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TITLE: **TRAFFIC CONTROL PLAN**

SCALE:	PAGE:	OF:
NTS	05	22



From Southwest looking Northeast

STREET

SW

SE

NW

NE

TOP VIEW

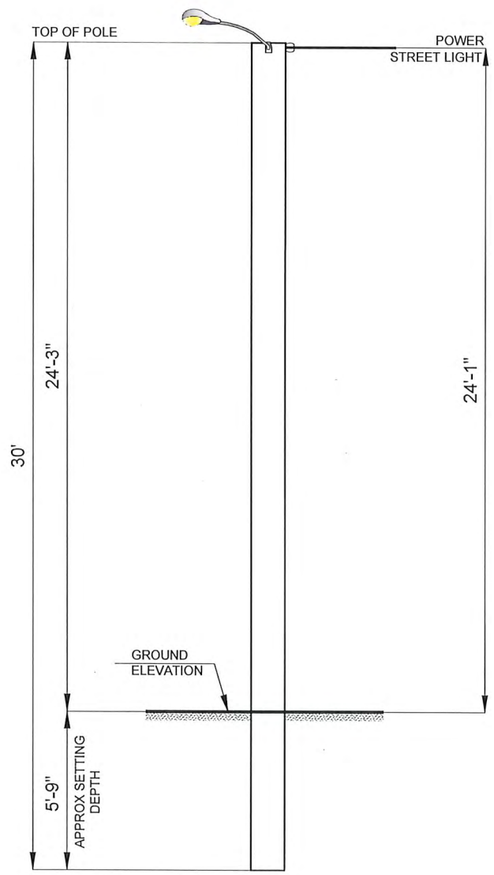
40 / 3 (HEIGHT / CLASS)



From Northwest looking Southeast

EXISTING 30 / 5 "ONCOR" WOOD POLE

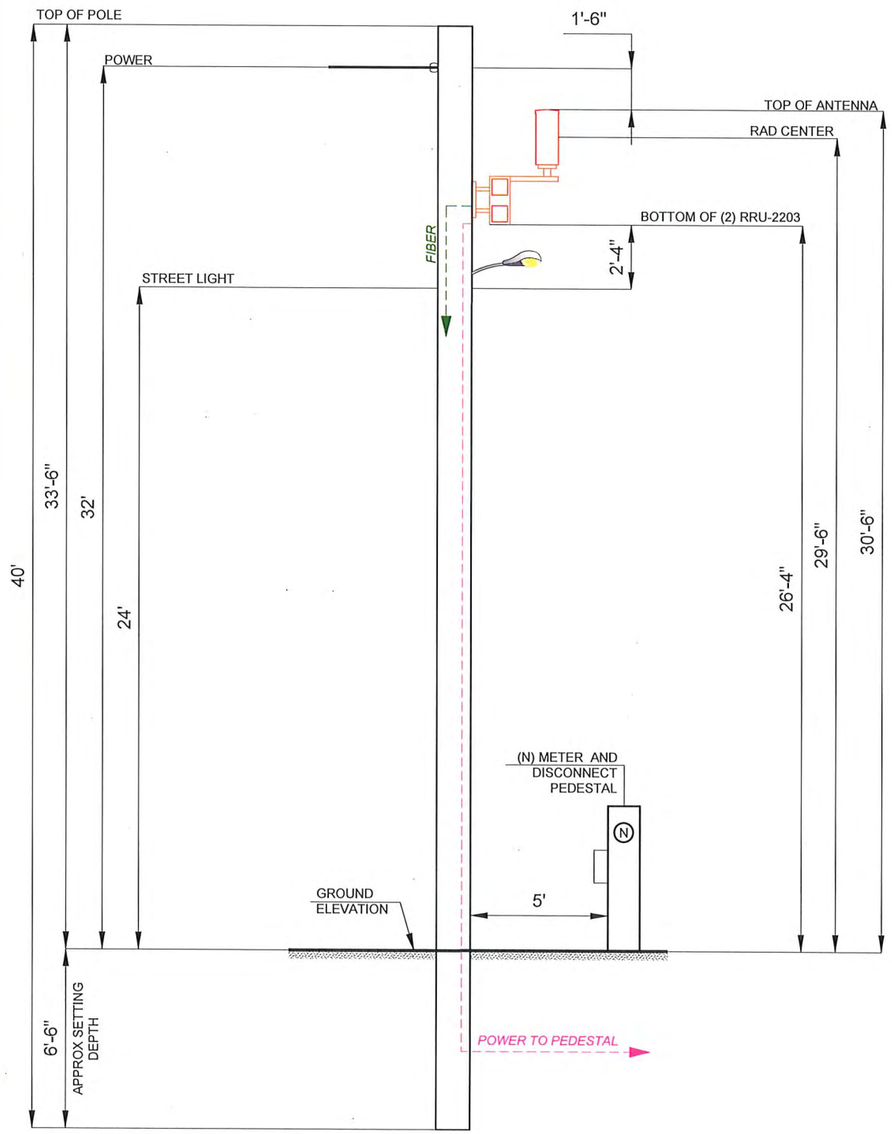
11"x17" PRINT IS THE FULL SCALE FORMAT. ANY SIZE OTHER THAN THAT IS AT REDUCED SCALE.



From Southwest looking Northeast

SCALE 3/16" = 1'-0"

PROPOSED NEW 40 / 3 "ONCOR" WOOD POLE



From Northeast looking Southwest

SCALE 3/16" = 1'-0"

NEW CINGULAR WIRELESS PCS, LLC

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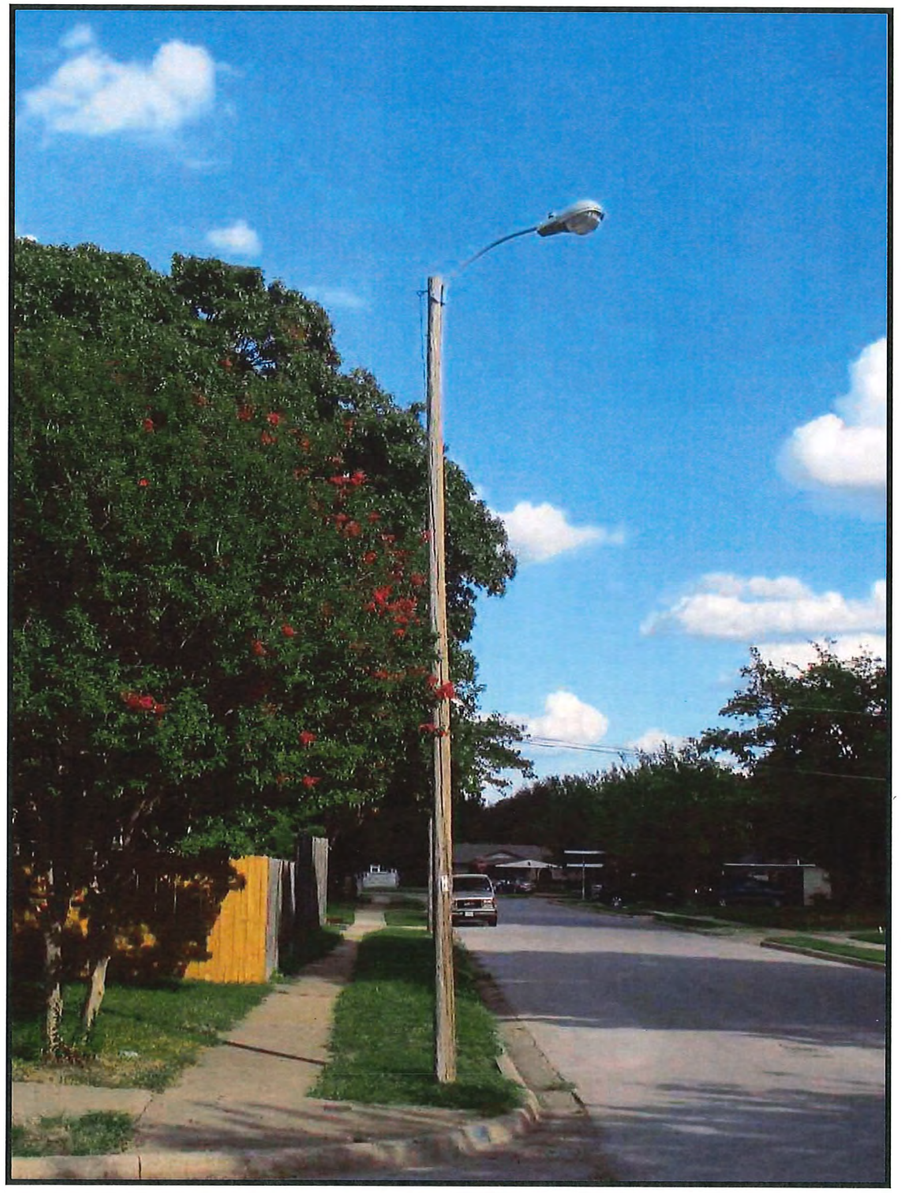
ORIGINAL SUBMITTAL: MAY 03, 2019

NODE NAME #: CRAN_RNTX_FTWT3_230

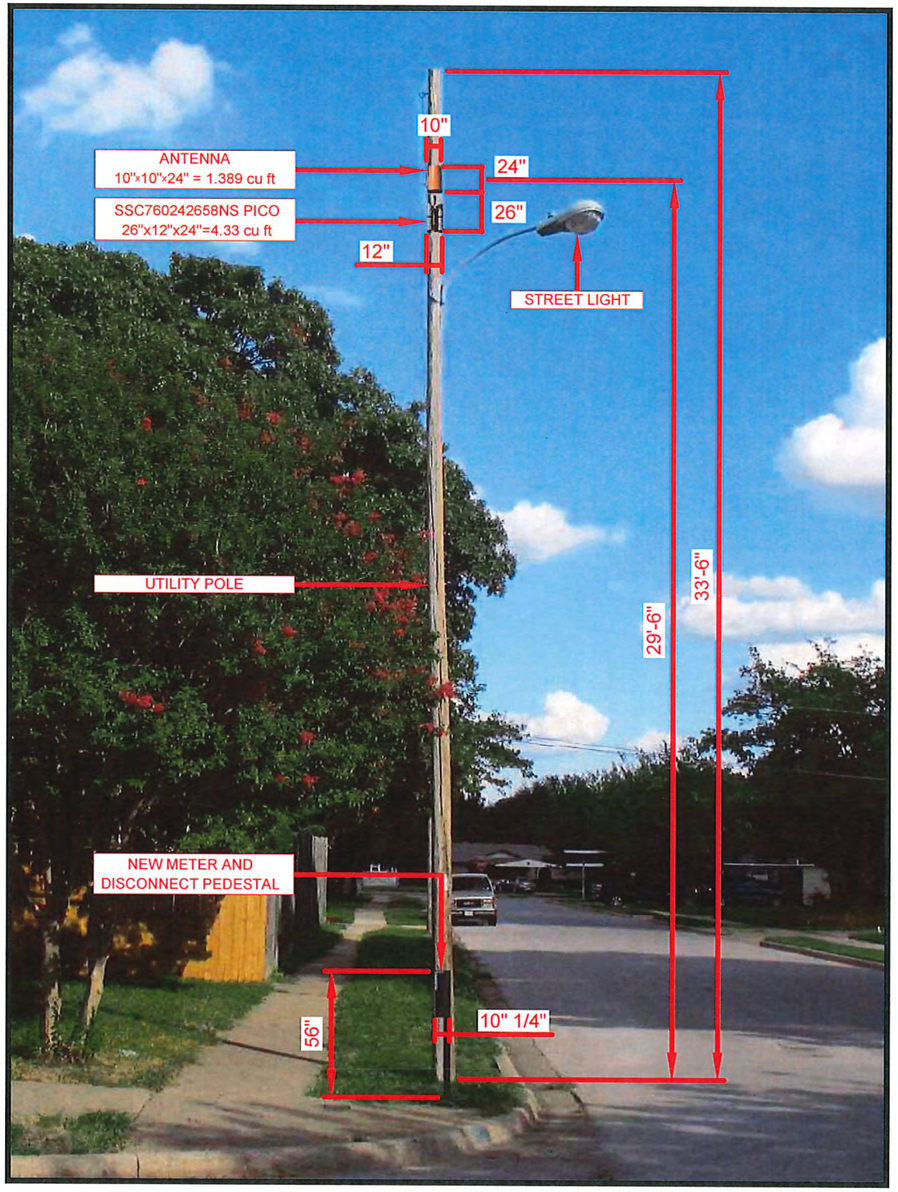
TITLE: **NEW EQUIPMENT ELEVATION**

SCALE:	PAGE:	OF:
3/16" = 1'-0"	06	22

POLE LOCATION MEETS OR EXCEEDS ADA COMPLIANCE STANDARDS AS REQUIRED BY CITY OF SAGINAW



CURRENT VIEW-From Northwest looking Southeast
SCALE = NTS



PROPOSED VIEW-From Northwest looking Southeast
SCALE = NTS

NEW CINGULAR WIRELESS PCS, LLC

draftPros
Engineering Office
13831 Northwest Freeway Suite 410
Houston, TX 77040

PROFESSIONAL LICENSURE

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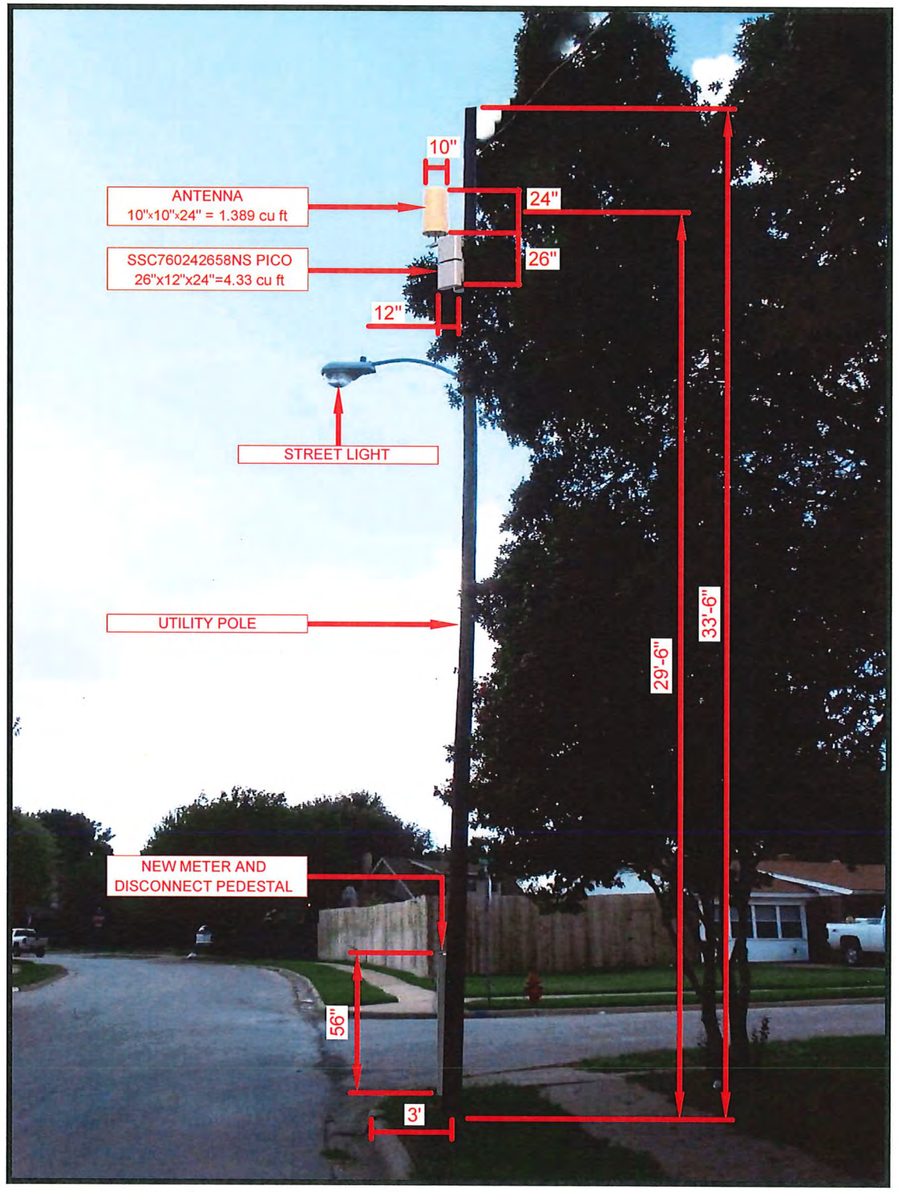
DRAWING BY:	DRAFTPROS LLC
CHECK BY:	DRAFTPROS LLC
ORIGINAL SUBMITTAL:	MAY 03, 2019
NODE NAME #:	CRAN_RNTX_FTWT3_230
TITLE:	**PHOTO SIM**

SCALE:	PAGE:	OF:
NTS	07	22

POLE LOCATION MEETS OR EXCEEDS ADA COMPLIANCE STANDARDS AS REQUIRED BY CITY OF SAGINAW



CURRENT VIEW-From Southeast looking Northwest
SCALE = NTS



PROPOSED VIEW-From Southeast looking Northwest
SCALE = NTS

NEW CINGULAR WIRELESS PCS, LLC

draftPros
Engineering Office
13831 Northwest Freeway Suite 410
Houston, TX 77040

PROFESSIONAL LICENSURE

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120989
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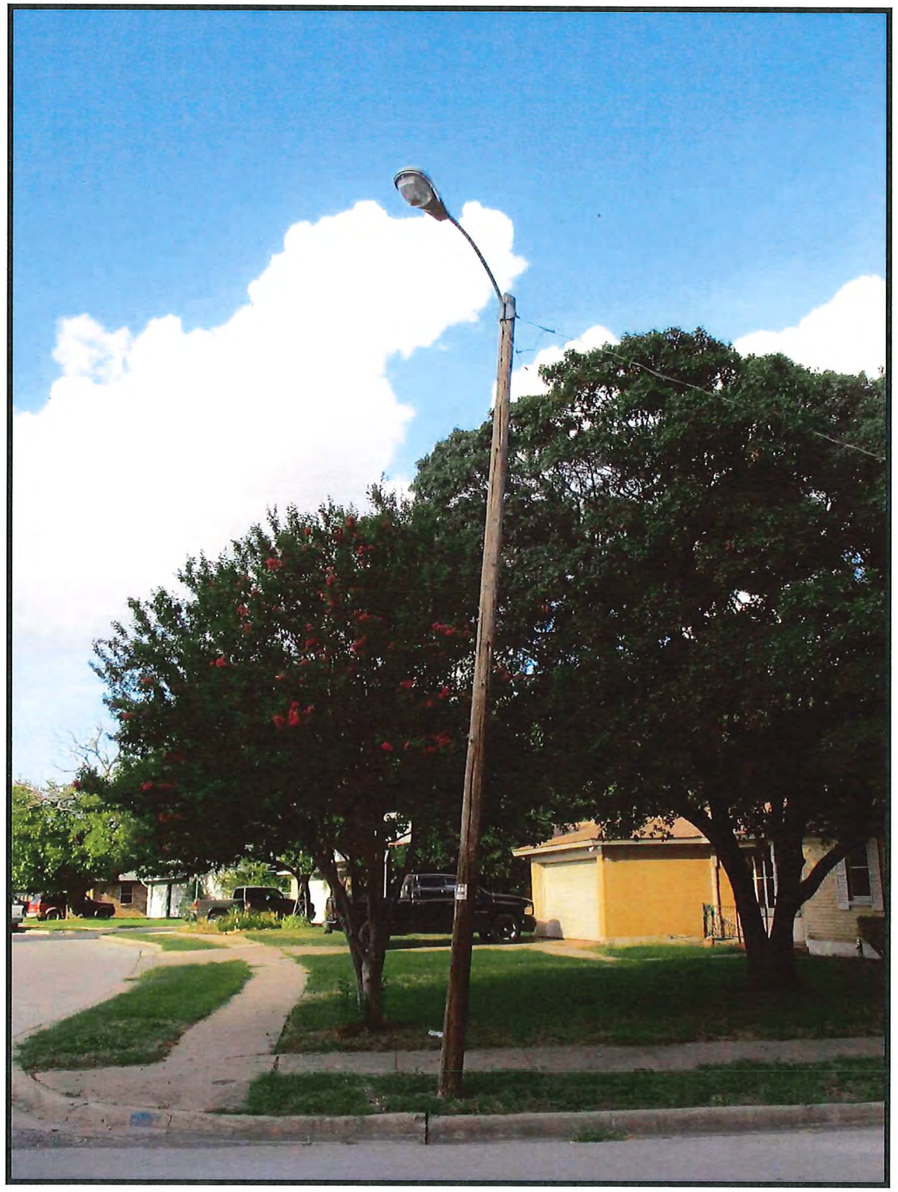
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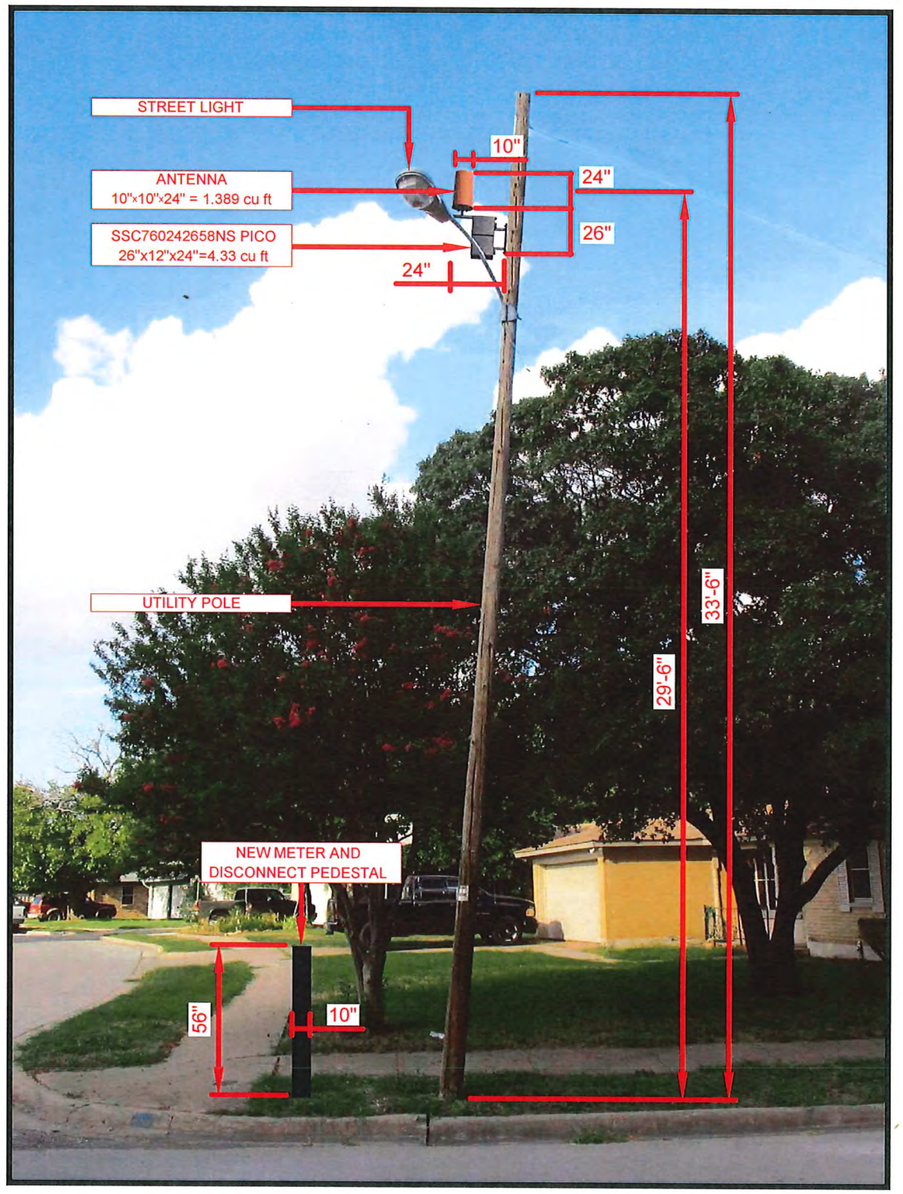
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NODE NAME #:	CRAN_RNTX_FTWT3_230
TITLE:	**PHOTO SIM**

SCALE:	PAGE:	OF:
NTS	08	22

POLE LOCATION MEETS OR EXCEEDS ADA COMPLIANCE STANDARDS AS REQUIRED BY CITY OF SAGINAW



CURRENT VIEW-From Southwest looking Northeast
SCALE = NTS



PROPOSED VIEW-From Southwest looking Northeast
SCALE = NTS

NEW CINGULAR WIRELESS PCS, LLC

draftPros
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13831 Northwest Freeway Suite 410
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PROFESSIONAL LICENSURE

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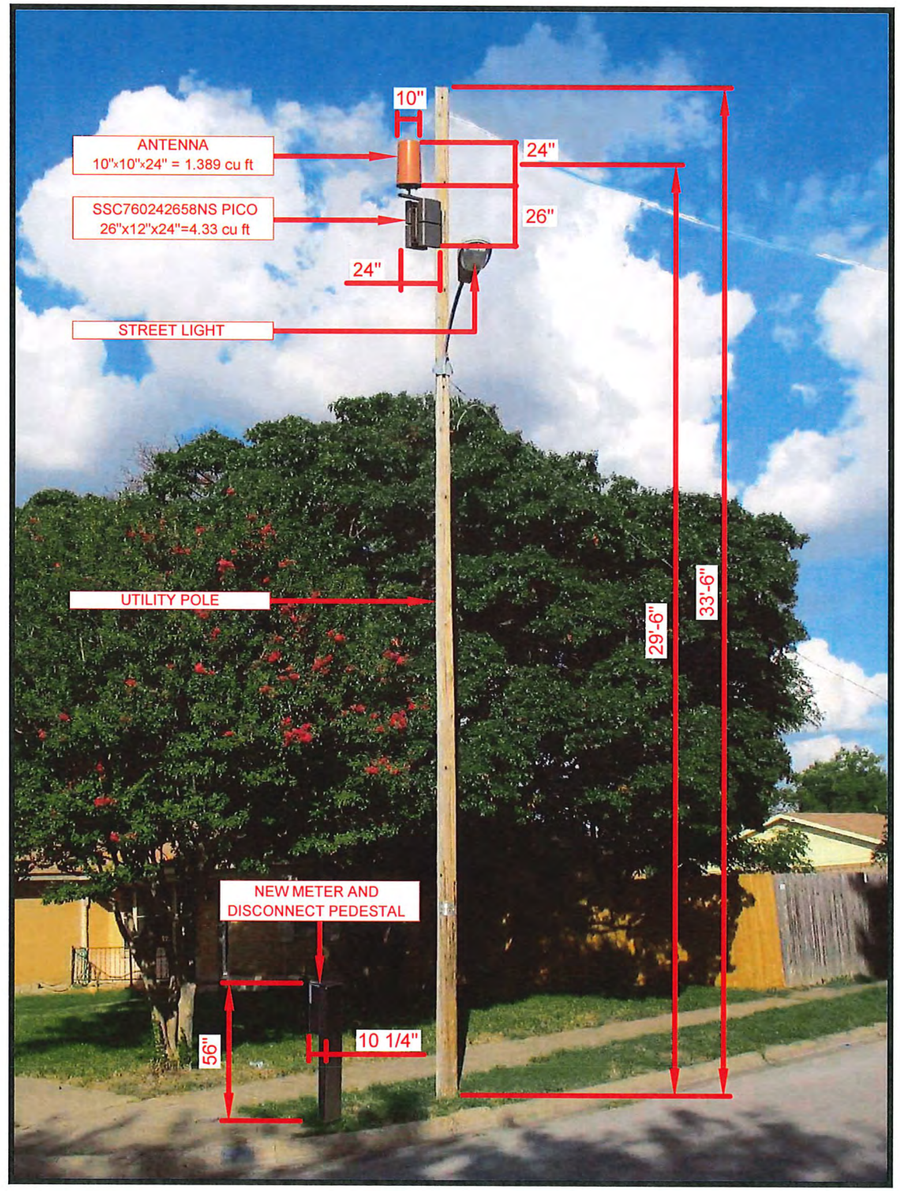
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NODE NAME #:	CRAN_RNTX_FTWT3_230
TITLE:	**PHOTO SIM**

SCALE:	PAGE:	OF:
NTS	09	22

POLE LOCATION MEETS OR EXCEEDS ADA COMPLIANCE STANDARDS AS REQUIRED BY CITY OF SAGINAW



CURRENT VIEW-From West looking East
SCALE = NTS



PROPOSED VIEW-From West looking East
SCALE = NTS

NEW CINGULAR WIRELESS PCS, LLC

draftPros
Engineering Office
13831 Northwest Freeway Suite 410
Houston, TX 77040

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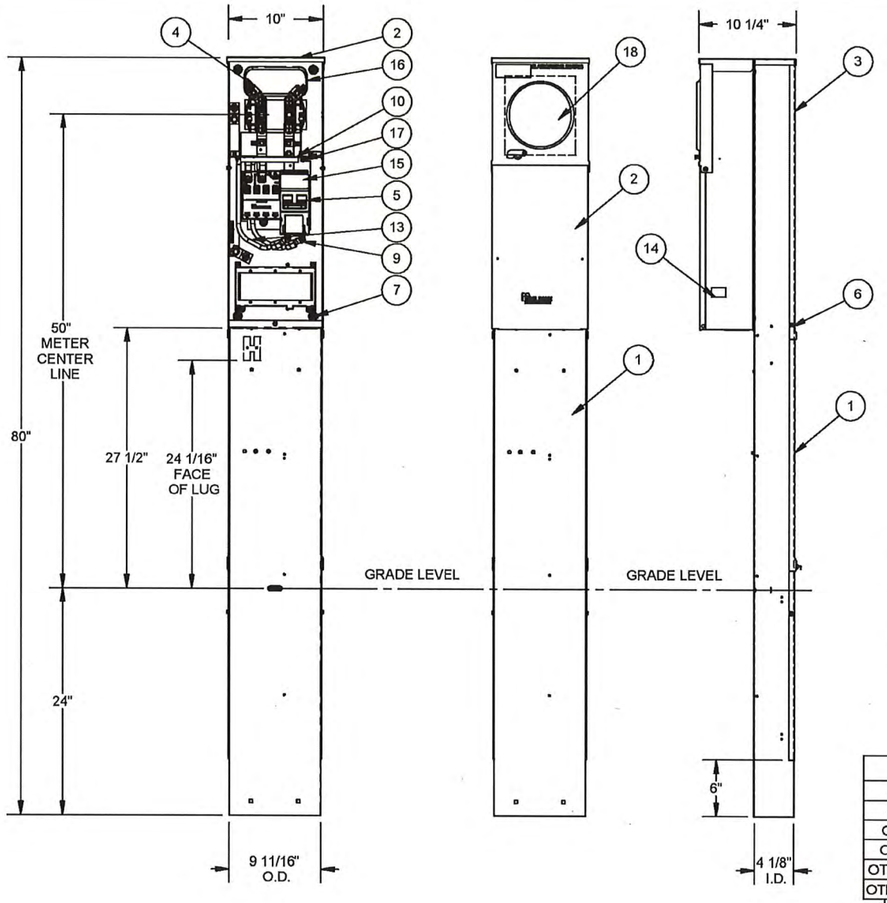
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NODE NAME #:	CRAN_RNTX_FTWT3_230
TITLE:	**PHOTO SIM**

SCALE:	PAGE:	OF:
NTS	10	22

Thursday, October 11, 2012 10:32:46 AM dleach

5136-51



ITEM	QTY.	PART NUMBER	DESCRIPTION
1	1	(SEE CHART)	POST ASS'Y
2	1	(SEE CHART)	200A RINGLESS POWER HEAD
3	1	1048908	FRONT, BLANK
4	2	1000414	350 SLIDE NUT ASSY
5	1	(SEE CHART)	UQFPH CIRCUIT BREAKER
6	2	1047197	RIVET, 3/16 x 1/8-1/4 GRIP
7	4	1046977	SCREW 1/4-20 x 1/2
8	2	1002762	SCREW, 10-32 X .34
9	2	1025339	SCREW 1/4-20 x .500
10	1	1109881	INSULATOR
11	1	(SEE CHART)	WIRE 250kcmil CU WHT 35"
12	2	1131485	WIRE 250kcmil CU BLK 35"
13	2	1109048	WIRE ASSY #2 18.00"
14	1	1025144	U.L. LABEL
15	1	1025080	LABEL, MAIN
16	1	1047062	GASKET
17	2	1028184	PLASTIC PLUG
18	1	1000158	WIREMAN PAD
19	1	1047399	CARTON, LOWER (NOT SHOWN)
20	1	1047397	CARTON, UPPER (NOT SHOWN)

NOTES:
1.) AFFIX GASKET AROUND OPENING IN POST BEFORE JOINING UNITS.
2.) FOR FIELD INSTALLED STABILIZER FOOT ORDER KIT #K5415
3.) FOR FIELD INSTALLED 5TH JAW ORDER KIT #K5T AND ADD WIRE ASS'Y #1120238 FROM 5T TO LEFT SIDE BARRIER SCREW.
4.) FOR RECEPTACLE ASSEMBLIES SEE DRAWING #5136-21.
5.) FOR FIELD CONVERTING FROM SERIES WIRED TO PARALLEL WIRED ORDER KIT #K5193.
6.) LABEL #1025080 LOCATION ABOVE UQF C/B ON D/F.
7.) FOR FIELD INSTALLED PEDESTAL FRONTS PENTA BOLT LOCKING ORDER KIT K5039.
8.) WHEN SOLD AS THE FOLLOWING CATALOGS REPLACE CATALOG STAMP WITH NOTED LABEL:
U5136-O-200S-ALT: #1132062
U5136-O-100S-ALT: #1139050

SUFFIX	FINISH	POWER HEAD	POST ASSY
-CEC W/ RECEPTACLE	MILBANK LIGHT GRAY	1131673	1115083
-CEC NO RECEPTACLE	MILBANK LIGHT GRAY	1139191	1115083
OTHER W/ RECEPTACLE	MILBANK LIGHT GRAY	1003848	1115083
OTHER NO RECEPTACLE	MILBANK LIGHT GRAY	1139169	1115083
OTHER W/ RECEPTACLE -G1	MUNSELL GREEN	1143317	1143318
OTHER NO RECEPTACLE -G1	MUNSELL GREEN	1143319	1143318

CATALOG #	BREAKER #	(AMP)
U5136-O-100S	1007859	100
U5136-O-125S	1124944	125
U5136-O-150S	1124945	150
U5136-O-200S	1090070	200

SUFFIX	ITEM #11	ITEM #12
NONE	#1126682	#1050289
-CEC	#1131484	#1131485

REV.	DATE	DESCRIPTION	BY
L2	4/8/10	CHART GREEN VERSION (ECO #9329)	D.F.
L3	10/7/10	UPDATE DESCRIPTION FOR 1126682/1131484 (ECO #19948)	D.F.
L4	10-11-12	UPDATED DIMENSIONS (ECO #23064)	DL

Material:	16 GA. STEEL		
Shear/ Die#:			
Finish:	MILBANK LIGHT GRAY		
Part Wt.:			
Tolerances: Unless Specified Otherwise XX ±.1, XXX ±.03, XXXX ±.015, X° ±2°		Third Angle	
Scale:	NTS	Checked By:	
Drawn By:	CMW	Approved By:	

MILBANK
General Offices: Kansas City, MO

Title:	200 AMP 4T RGLS PEDESTAL SERIES WIRED
Catalog No.:	U5136-O-(AMP)S
Customer:	
Drawing No.:	5136-51
Date:	9-10-08 Sheet 1 of 1

5136-51.SLDDRW 3:57 PM 10/11/2012

200 AMP 4T RGLS PEDESTAL SERIES WIRED

SCALE = NTS

NEW CINGULAR WIRELESS PCS, LLC

draftPros
Engineering Office
13831 Northwest Freeway Suite 410
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PROFESSIONAL LICENSURE

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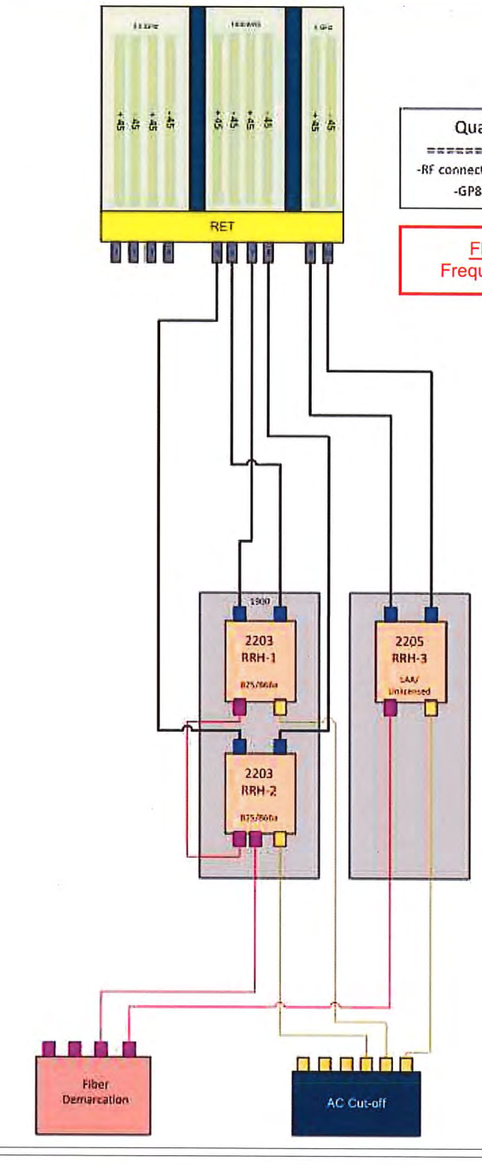
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PROJECT INFORMATION

DRAWING BY: DRAFTPROS LLC
CHECK BY: DRAFTPROS LLC
ORIGINAL SUBMITTAL: MAY 03, 2019
NODE NAME #: CRAN_RNTX_FTWT3_230
TITLE: **PEDESTAL DETAIL**

SCALE:	PAGE:	OF:
NTS	11	22

E// Pico – urban/suburban



Quasi-Omni Antenna

-RF connector may be 4.3-10 or 7/16 DIN
-GP8 port shall NOT be used

FREQUENCIES
Frequency is 1900 mhz

SMALL CELL ONE LINE SCHEMATIC

SCALE = NTS

NEW CINGULAR WIRELESS PCS, LLC

draftPros
Engineering Office
13831 Northwest Freeway Suite 410
Houston, TX 77040

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STATE OF TEXAS
JUSTO RODRIGUEZ
120389
LICENSED PROFESSIONAL ENGINEER

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NODE NAME #:	CRAN_RNTX_FTWT3_230
TITLE:	**RF SCHEMATIC's**

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NTS	12	22

BRW-DS-S-5105

Data Sheet	Rosenberger
Small/Micro Cell Quasi-omni Antenna (3G/4G/5G)	CA-OIOITJTJVEX360F-JS06

Main Features

10-Port Small/Micro Cell Quasi-omni Antenna

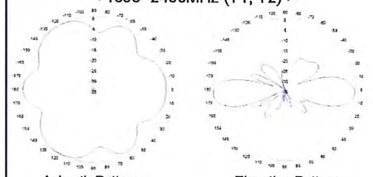
Excellent for site-sharing among 3G/4G/5G systems

Electrical Data (BASTA)

Frequencies (MHz)	2x1695-2400 / 2x3550-3700 / 5150-5925		
Sub-Bands (MHz)	1695-2400	3550-3700	5150-5925
Polarization	±45°	±45°	±45°
Max.Gain (dBi)	9	10.6	6.0
Avg.Gain (dBi)	8.2	9.8	5.0
Azimuth Beamwidth (°)	360	360	360
Elevation Beamwidth (°)	17	10	25
Electrical Downtilt (°)	3	3	3
VSWR	≤1.5:1	≤1.5:1	≤1.5:1
Intra-band Isolation (dB)	25	25	25
Inter-band Isolation (dB)	20	20	20
3rd Order PIM, 2×10W (dBc)	-153	N/A	N/A
Impedance (Ω)	50	50	50
Power Handling (W)	100	100	10

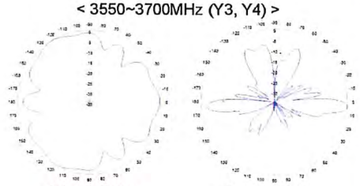
*To comply with EIRP restrictions for FCC Title 47 part 15 in U-NII-1 5.15 – 5.25 GHz band maximum radio transmit power of 1 watt assumed

< 1695~2400MHz (Y1, Y2) >



Azimuth Pattern Elevation Pattern

< 3550~3700MHz (Y3, Y4) >



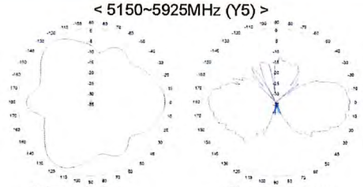
Azimuth Pattern Elevation Pattern

QP-TQ4TE-067/ 7.0

BRW-DS-S-5105

Data Sheet	Rosenberger
Small/Micro Cell Quasi-omni Antenna (3G/4G/5G)	CA-OIOITJTJVEX360F-JS06

< 5150~5925MHz (Y5) >



Azimuth Pattern Elevation Pattern

Environmental Data

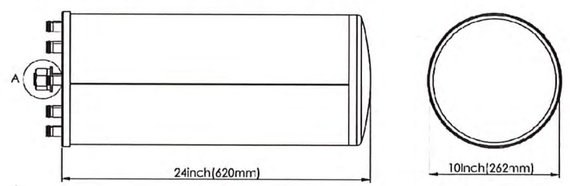
Operating Temperature Range	-40°C to +70°C| -40°F to +158°F
Relative Humidity	5% - 95%

Mechanical Data

Input Connectors	10 x 4.3-10Female
Connector Position	Bottom
Lightning Protection	DC Ground
Dimensions	φ 262mm ×620 mm | φ10 in×24 in
Weight	7.5kg | 16.5 lbs
Maximum Wind Velocity	241 km/h| 150 mph
Maximum Wind Loading @150 km/h	125N | 28 lbf
Reflector Material	Aluminum Alloy
Radome Material	ASA
Radome Color	Gray
Mounting Kit	Not included
Mechanical Tilt Range	0°

Antenna Profile & Bottom View

Fig. 1: Antenna Profile and Mounting Kit Linkage Detail



QP-TQ4TE-067/ 7.0

ANTENNA DETAIL

SCALE = NTS

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REVISIONS

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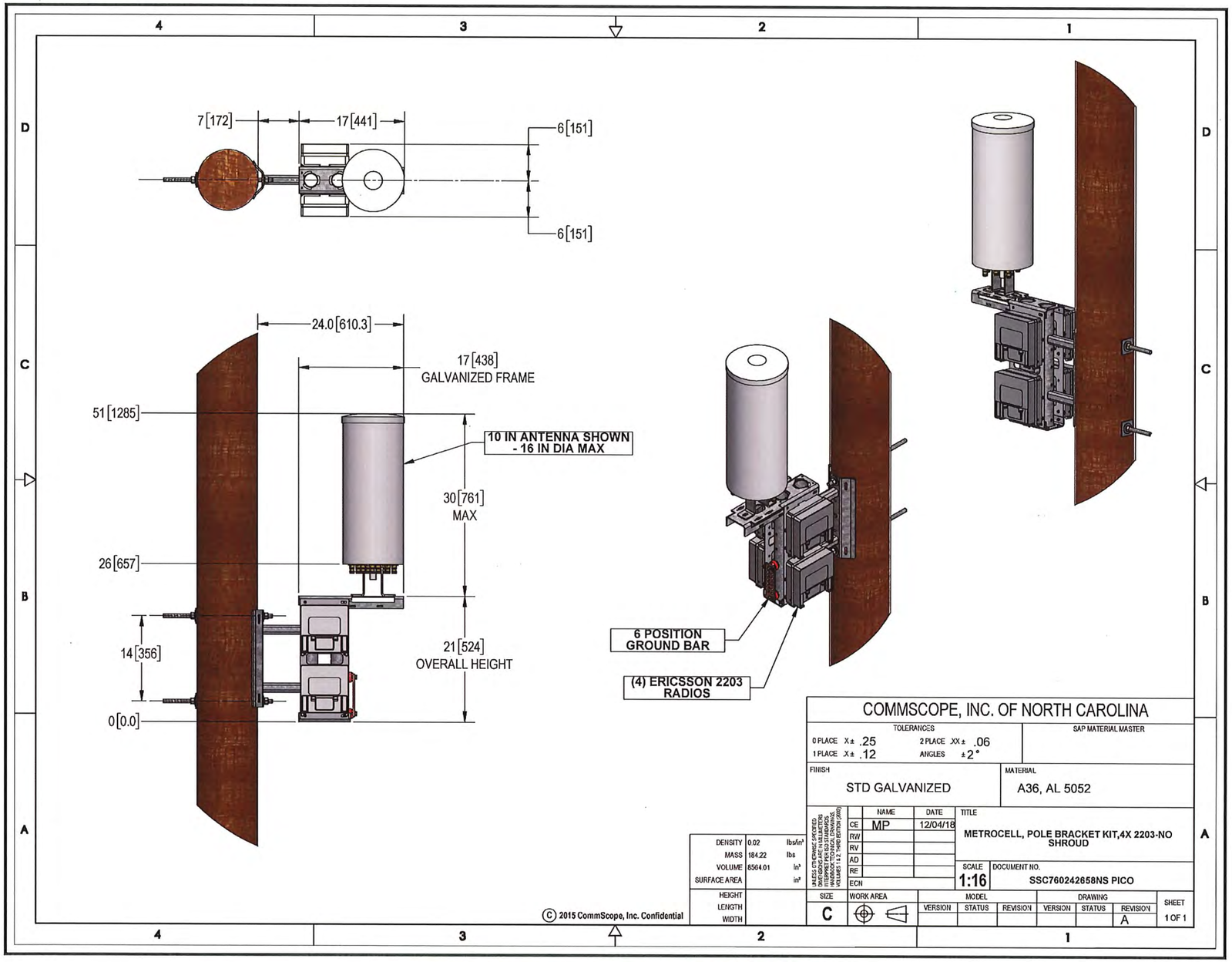
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TELEPHONE (832) 394-9098

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CHECK BY:	DRAFTPROS LLC
ORIGINAL SUBMITTAL:	MAY 03, 2019
NODE NAME #:	CRAN_RNTX_FTWT3_230
TITLE:	ANTENNA DETAIL

SCALE:	PAGE:	OF:
NTS	13	22



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DENSITY	0.02	lbs/in³
MASS	184.22	lbs
VOLUME	8564.01	in³
SURFACE AREA		in²
HEIGHT		
LENGTH		
WIDTH		

COMMSCOPE, INC. OF NORTH CAROLINA

TOLERANCES
0 PLACE X± .25
1 PLACE X± .12
2 PLACE XX± .06
ANGLES ±2°

SAP MATERIAL MASTER

FINISH: STD GALVANIZED

MATERIAL: A36, AL 5052

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN MILLIMETERS PER ASME Y14.5M-1994 HANDBOOK TO FISCAL DRAWING, VOLUMES 1 & 2, THIRD EDITION (JAN'93)

	NAME	DATE
CE	MP	12/04/18
RW		
RV		
AD		
RE		
ECN		

TITLE: METROCELL, POLE BRACKET KIT,4X 2203-NO SHROUD

SCALE: 1:16

DOCUMENT NO.: SSC760242658NS PICO

SIZE	WORK AREA	MODEL VERSION	MODEL STATUS	MODEL REVISION	DRAWING VERSION	DRAWING STATUS	DRAWING REVISION	SHEET
C							A	1 OF 1

COMMSCOPE - SSC 760242658NS PICO
METROCELL, POLE BRACKET KIT, 4X 2203-NO SHROUD
SCALE = NTS

NEW CINGULAR WIRELESS PCS, LLC

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DRAWING BY: DRAFTPROS LLC
CHECK BY: DRAFTPROS LLC
ORIGINAL SUBMITTAL: MAY 03, 2019
NODE NAME #: CRAN_RNTX_FTWT3_230
TITLE: **RRU WOOD POLE BRACKET**

SCALE:	PAGE:	OF:
NTS	14	22

TECHNICAL SPECIFICATIONS

FREQUENCY BANDS

Bands:	3GPP Bands B1 (W/L), B3 (L), B3C (W/L), B8 (W/L), B66A (W/L), B5 (W/L), B2/B25 (W/L), B12 (L), B13 (L) and B7 (L)

HW CAPACITY

Carrier capacity WCDMA:	Up to 4 carriers
Carrier capacity LTE:	Up to 40 MHz
IBW:	B1, B3 and B66A 45 MHz. B2/B25 and B7 40 MHz. B3C, B8, B5, B12 and B13 Full band
MIMO:	Yes, 2T/2R
Output power:	Up to 2 x 5 W

INTERFACE SPECIFICATIONS

Antenna Ports:	2 x 4.3-10 (f)
CPRI:	2 x 2.5/5/10 Gbps (exchangeable SFP modules)
Optical indicators	6
External alarms	2
Field ground	1

MECHANICAL SPECIFICATIONS

W x H x D:	200 mm x 200 mm x 100 mm, including mounting bracket and esthetic front cover
Weight:	< 4.5 kg
Volume:	4 l
Mounting:	Wall and pole mount

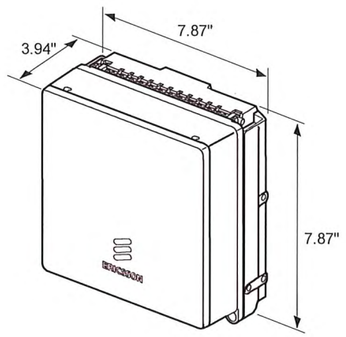
ELECTRICAL SPECIFCATIONS

Power Supply:	-48 VDC or 100 - 250 VAC

ENVIRONMENTAL SPECIFICATIONS

Normal operating temp.:	-40 °C to +55 °C (cold start at -40 °C)
Relative Humidity	5 - 100%
Environment:	Outdoor class with IP65





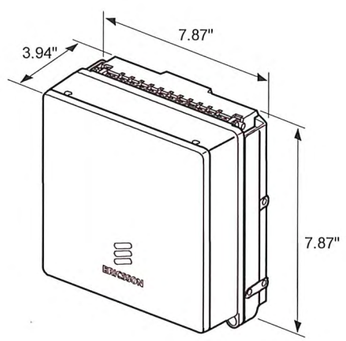
ERICSSON RRU-2203 DETAIL

SCALE = NTS

TECHNICAL SPECIFICATIONS

FREQUENCY BANDS:	3GPP bands B41
HW CAPACITY:	
Carrier capacity LTE:	Up to 40 MHz
IBW:	40 MHz TDD
MIMO:	Yes, 2T/2R
Output power:	Up to 2 x 5W
INTERFACE SPECIFICATIONS:	
Power supply:	-48 VDC or 100-250 VAC
Antenna Ports:	2 x 4.3-10(f)
CPRI:	2 x 10 Gbps (exchangeable SFP module
	6 x optical indicators
	2 x external alarms
	Field Ground
MECHANICAL SPECIFICATIONS:	
WxDxH:	200mm x 100mm x 200mm, including m
Weight:	< 5kg
Volume:	< 4l
Mounting:	Wall and , pole mount.
ENVIRONMENTAL SPECIFICATIONS:	
Environment:	Outdoor class with IP65
Normal operating temp.:	-40 - +55 °C (cold start at -40 °C)





ERICSSON RRU-2205 DETAIL (FUTURE)

SCALE = NTS

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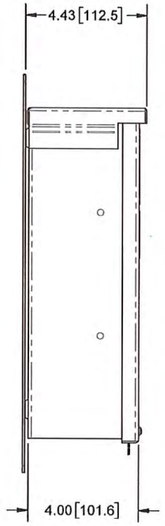
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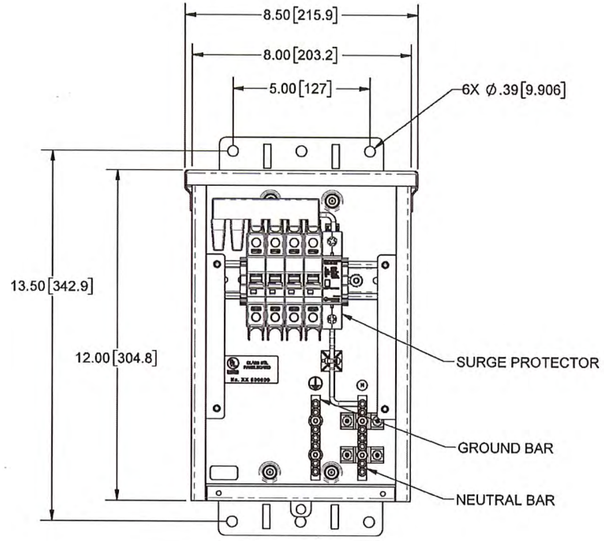
PROJECT INFORMATION

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CHECK BY:	DRAFTPROS LLC
ORIGINAL SUBMITTAL:	MAY 03, 2019
NODE NAME #:	CRAN_RNTX_FTWT3_230
TITLE:	**RRU'S DETAIL**

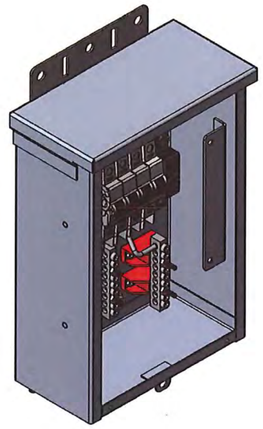
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NTS	15	22

REVISIONS				
REV.	DESCRIPTION	ECN	DATE	APPROVED
01	PRE-PRODUCTION RELEASE			





FRONT VIEW
WITHOUT DEADFRONT





PRODUCT SPECIFICATIONS

ELECTRICAL:
UL 67 Listed (Pending)
Service: 120 Vac, 60 A
Short Circuit Current Rating: 10 kAIC
Branch Circuit Breakers:
Main: 60 A
Accessory: 3x 10 A, 1x 5A
Surge Protection: UL 1449, Type 2 Recognized, Transtector I2R SA 120-50M
Nominal Discharge Surge Current: 20 kA
Voltage Protection Rating (VPR): 600 V
Terminal Block Wire Range: 6-14 AWG

PHYSICAL:
Cabinet Type: UL 50, Type 3R
Material: 16-Gauge Steel, Powder Coat Finish
Dimensions: 8" x 12" x 4"
Mounting: Pole Mount or Wall Mount
Weight: Approx. 15 lbs.
Operating temperature: -20°C to 55°C
Humidity: 90% Non-Condensing

CUSTOMER APPROVAL: _____ DATE: _____

ALL DIMENSIONS SHOWN ARE FOR REFERENCE ONLY.

UNLESS OTHERWISE SPECIFIED
LEADING DIMENSIONS ARE INCHES
DIMENSIONS IN [ ] ARE MILLIMETERS
TOLERANCES:
FRACTIONS=± 1/32 .XX=± .01
ANGLES=± 1 ° .XXX=± .005
MATERIAL
NOTED
THIRD-ANGLE PROJECTION

		DATE
DRAWN	DPM	8/15/16
ENG APPD		
PRODUCT MGR		
MARKETING APPD		
PROJECT NO.		

TRANSTECTOR

TITLE
MINI-MACRO COMPACT
60A/10A/10A/10A/5A, W/DEADFRONT
CUSTOMER SPECIFICATION

SIZE	CAGE	PART NUMBER	REV
B	30992	SC-MM08-001	01

SCALE	PROD CAT	DOCUMENT NAME	SHEET
1:4	CBT	SC-MM08-001-C	1 OF 2

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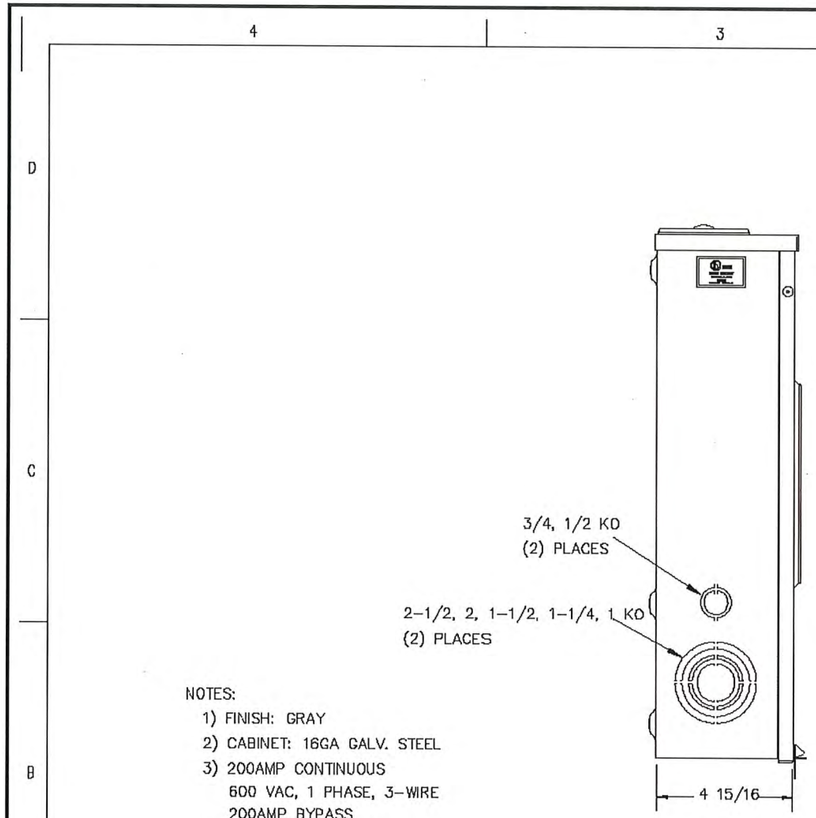
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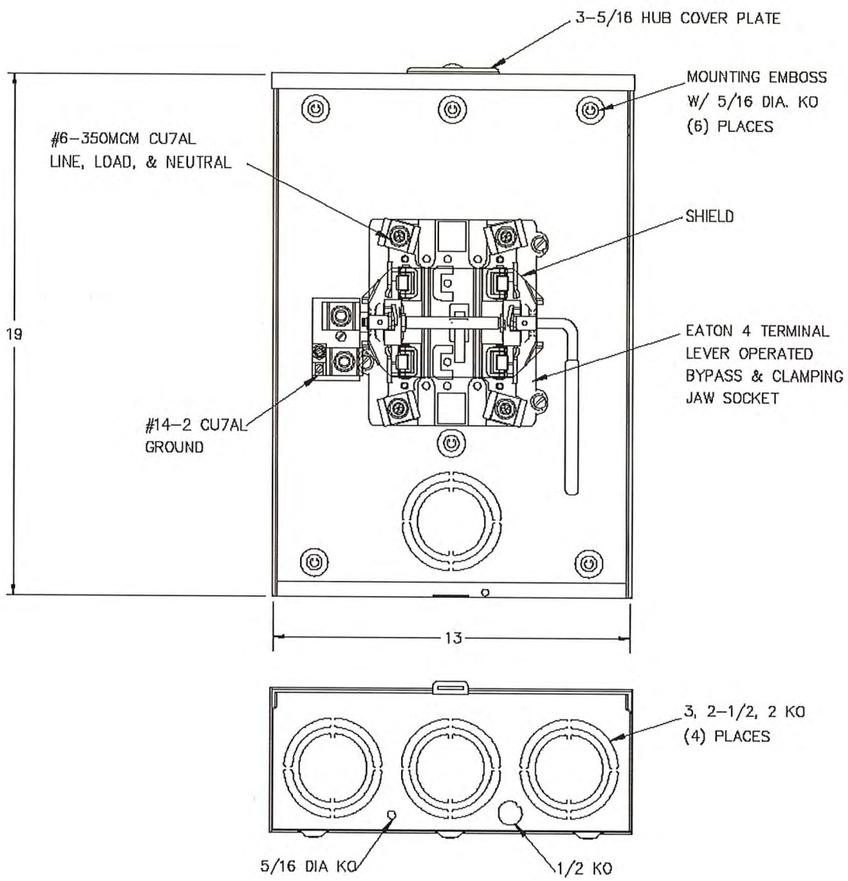
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ORIGINAL SUBMITTAL: MAY 03, 2019
NODE NAME #: CRAN_RNTX_FTWT3_230
TITLE: **TRANSTECTOR DETAIL**

SCALE:	PAGE:	OF:
NTS	16	22



NOTES:

1) FINISH: GRAY
2) CABINET: 16GA GALV. STEEL
3) 200AMP CONTINUOUS
   600 VAC, 1 PHASE, 3-WIRE
   200AMP BYPASS
4) EATON LABEL ATTACHED
   TO THE END OF CARTON.
5) TEMPORARY CARDBOARD METER OPENING
   COVER PROVIDED.
6) EATON LOGO STAMPED IN THE
   LOWER LEFT-HAND CORNER OF FRONT.



TITLE / DESCRIPTION	SKT 200A 1P HCP	DRAFTER/DESIGNER	DATE (YYYY/MM/DD)
		RLK	2013/12/27

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EATON Powering Business Worldwide

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SIZE	DRAWING NUMBER	REVISION
B	UT-E4213C-CH	000

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INCHES	N/A	1 of 1

DSD_BFM_ACAD_VER.DWG

POWER METER EATON 200A # UTE4213CCH DETAIL

SCALE = NTS

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Engineering Office
13831 Northwest Freeway Suite 410
Houston, TX 77040

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5/3/19

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ORIGINAL SUBMITTAL: MAY 03, 2019
NODE NAME #: CRAN_RNTX_FTWT3_230
TITLE: **POWER METER DETAIL**

SCALE:	PAGE:	OF:
NTS	17	22

GENERAL NOTES

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
   GENERAL CONTRACTOR - GOODMAN NETWORKS
   CONTRACTOR: (CONSTRUCTION)
   OWNER - AT&T
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AT&T PROJECT SPECIFICATIONS.
3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFIRM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
13. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
14. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.

GENERAL NOTES

17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OT 2-A:10-B:C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
25. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
26. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
27. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
28. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
29. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
31. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
32. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
33. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.
34. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
35. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISION AT&T MOBILITY GROUNDING STANDARD "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES" AND "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.

GENERAL NOTES

36. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
37. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
38. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.
40. ALL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

ANTENNA MOUNTING

41. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
42. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
43. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
44. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
45. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
46. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
47. NOT USED.
48. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DEFINED BY THE RFDS. ANTENNA DOWNTILTS SHALL BE WITHIN +/- 0.5% AS DEFINED BY THE RFDS. REFER TO ND-00246

TORQUE REQUIREMENTS

49. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
50. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
    A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
    B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.
55. ALL 8M ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).
56. ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 NM).
57. ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.
58. ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4 - 29.8 NM).
59. ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7 - 2.3 NM).

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REVISIONS

BY	DESCRIPTION	DATE

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PROJECT INFORMATION

DRAWING BY: DRAFTPROS LLC
CHECK BY: DRAFTPROS LLC
ORIGINAL SUBMITTAL: MAY 03, 2019
NODE NAME #: CRAN_RNTX_FTWT3_230
TITLE: **GENERAL NOTES**

SCALE:	PAGE:	OF:
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FIBER & POWER CABLE MOUNTING

60. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLT CABLES AND THE INTER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.

61. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION; WHERE TYPE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES, A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLES 336 AND 392 RULES SHALL APPLY.

62. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.

COAXIAL CABLE NOTES

63. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.

62. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.

63. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND-00027 LATEST VERSION.

64. ALL JUMPERS TO THE ANTENNAS SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".

65. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.

66. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.

67. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH AT&T STANDARDS.

GENERAL CABLE & EQUIPMENT NOTES

68. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMAS, DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.

69. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

70. CONTRACTOR SHALL REFERENCE THE STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.

71. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF TAPE WIDTH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL BLEEDING IS NOT ALLOWED.

72. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:
    A. TEMPERATURE SHALL BE ABOVE 50° F.
    B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.
    C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED.
    D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.

73. ALL PROPOSED GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.

74. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.

ROW UTILITY POLE CONSTRUCTION NOTES

75. NO BOLT THREADS TO PROTRUDE MORE THAN 1-1/2" [.038M].

76. FILL ALL HOLES LEFT IN POLE FROM REARRANGEMENT OF CLIMBERS.

77. ALL CLIMB STEPS NEXT TO CONDUIT SHALL HAVE EXTENDED STEPS.

78. CABLE NOT TO IMPEDE 15" [.381M] CLEAR SPACE OFF POLE FACE (12:00).

80. 90 SHORT SWEEPS UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITION ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).

81. USE 90 CONNECTOR AT CABLE CONNECTION TO ANTENNAS.

82. PLACE GPS ON ARM WITH SOUTHERN SKY EXPOSURE AT MINIMUM 6' [1.83] FROM TRANSMIT ANTENNA, WHICH IS 24" [.61M] AWAY FROM CENTER OF POLE.

83. USE 1/2" [.013M] CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.

84. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.

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REVISIONS

BY	DESCRIPTION	DATE

CAUTION

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PROJECT INFORMATION

DRAWING BY: DRAFTPROS LLC
CHECK BY: DRAFTPROS LLC
ORIGINAL SUBMITTAL: MAY 03, 2019
NODE NAME #: CRAN_RNTX_FTWT3_230
TITLE: **ROW CONSTRUCTION NOTES**

SCALE:	PAGE:	OF:
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O-Calc® Pro *Analysis Report*

Pole Num:	CRAN_RNTX_FTWT3_230	Pole Length / Class:	40 / 3	Code:	NESC	Structure Type:	Deadend
Aux Data 1	SAGINAW	Species:	SOUTHERN PINE	NESC Rule:	Rule 250B	Status	Unguyed
Aux Data 2	TX	Setting Depth (ft):	6.50	Construction Grade:	C	Pole Strength Factor:	0.85
Aux Data 3	637 PINTO LANE	G/L Circumference (in):	35.81	Loading District:	Medium	Transverse Wind LF:	1.75
Aux Data 4	AT&T	G/L Fiber Stress (psi):	8,000	Ice Thickness (in):	0.25	Wire Tension LF:	1.30
Aux Data 5	Unset	Allowable Stress (psi):	6,800	Wind Speed (mph):	39.53	Vertical LF:	1.90
Aux Data 6	Unset	Fiber Stress Ht. Reduc:	No	Wind Pressure (psf):	4.00		
Latitude:	32.850525 Deg	Longitude:		-97.368531 Deg		Elevation:	723 Feet





Pole Capacity Utilization (%)		Height (ft)	Wind Angle (deg)
Maximum	20.9	0.0	5.6
Groundline	20.9	0.0	5.6
Vertical	5.1	17.9	5.6

Pole Moments (ft-lb)		Load Angle (deg)	Wind Angle (deg)
Max Cap Util	16,917	4.2	5.6
Groundline	16,917	4.2	5.6
GL Allowable	82,385		

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DRAWING BY: DRAFTPROS LLC

CHECK BY: DRAFTPROS LLC

ORIGINAL SUBMITTAL: MAY 03, 2019

NODE NAME #: CRAN_RNTX_FTWT3_230

TITLE: **STRUCTURAL ANALYSIS**

SCALE:	PAGE:	OF:
NTS	20	22

Groundline Load Summary - Reporting Angle Mode: Load - Reporting Angle: 4.2°

	Shear Load* (lbs)	Applied Load (%)	Bending Moment (ft-lb)	Applied Moment (%)	Pole Capacity (%)	Bending Stress (+/- psi)	Vertical Load (lbs)	Vertical Stress (psi)	Total Stress (psi)	Pole Capacity (%)
Powers	377	58.9	**12,210**	72.2	**14.8**	**998**	36	0	**998**	**14.7**
GenericEquipments	47	7.3	**782**	4.6	**1.0**	**64**	277	3	**67**	**1.0**
Pole	183	28.6	**3,152**	18.6	**3.8**	**258**	1,854	18	**276**	**4.1**
Crossarms	8	1.3	**116**	0.7	**0.1**	**10**	108	1	**11**	**0.2**
Streetlights	25	3.9	**648**	3.8	**0.8**	**53**	114	1	**54**	**0.8**
Insulators	0	0.0	**9**	0.1	**0.0**	**1**	2	0	**1**	**0.0**
Pole Load	640	100.0	**16,917**	100.0	**20.5**	**1,383**	2,391	23	**1,406**	**20.7**
Pole Reserve Capacity			**65,468**		**79.5**	**5,417**			**5,394**	**79.3**

Load Summary by Owner - Reporting Angle Mode: Load - Reporting Angle: 4.2°

	Shear Load* (lbs)	Applied Load (%)	Bending Moment (ft-lb)	Applied Moment (%)	Pole Capacity (%)	Bending Stress (+/- psi)	Vertical Load (lbs)	Vertical Stress (psi)	Total Stress (psi)	Pole Capacity (%)
POWER	403	62.9	**12,867**	76.1	**15.6**	**1,052**	152	1	**1,053**	**15.5**
AT&T	238	37.1	**4,050**	23.9	**4.9**	**331**	2,239	22	**353**	**5.2**
General Statement	0	0.0	**0**	0.0	**0.0**	**0**	0	0	**0**	**0.0**
Totals:	640	100.0	**16,917**	100.0	**20.5**	**1,383**	2,391	23	**1,406**	**20.7**

Detailed Load Components:

Power		Owner	Height (ft)	Horiz. Offset (in)	Cable Diameter (in)	Sag at Max Temp (ft)	Cable Weight (lbs/ft)	Lead/Span Length (ft)	Span Angle (deg)	Wire Length (ft)	Tension (lbs)	Tension Moment* (ft-lb)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Secondary	AAC 4 AWG 7 STRAND ROSE	POWER	32.00	6.00	0.2320	1.54	0.039	200.0	0.0	200.0	291	12,062	18	10	12,090
											Totals:	**12,062**	**18**	**10**	**12,090**

GenericEquipment		Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Height (in)	Unit Depth (in)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Box	RRU-32	AT&T	26.94	21.84	180.0	0.0	53.00	27.20	12.10	--	7.00	-151	398	247
Box	RRU-32	AT&T	26.94	21.84	180.0	0.0	53.00	27.20	12.10	--	7.00	-165	398	233
Cylinder	Arm	AT&T	28.19	24.32	180.0	0.0	10.00	24.00	--	3.00	--	-38	94	55
Cylinder	ANTENNA	AT&T	29.35	33.82	180.0	0.0	19.00	24.70	--	10.00	--	-101	321	220
Box	PSU AC 2	AT&T	26.77	11.83	90.0	0.0	11.00	7.00	2.68	--	13.00	-20	40	20
											Totals:	**-476**	**1,251**	**775**

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CONTRACTOR SHALL NOTIFY THE CITY OF HOUSTON, DEPARTMENT OF PUBLIC WORKS AND ENGINEERING, OFFICE OF THE CITY ENGINEER, 48 HOURS BEFORE STARTING WORK IN THIS PROJECT. TELEPHONE (832) 394-9098

PROJECT INFORMATION

DRAWING BY: DRAFTPROS LLC

CHECK BY: DRAFTPROS LLC

ORIGINAL SUBMITTAL: MAY 03, 2019

NODE NAME #: CRAN_RNTX_FTWT3_230

TITLE: **STRUCTURAL ANALYSIS**

SCALE:	PAGE:	OF:
NTS	21	22

Crossarm		Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Height (in)	Unit Depth (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Normal	SSC-760235419NS	AT&T	26.75	11.82	180.0	180.0	57.00	4.50	3.50	23.76	-106	221	115
										Totals:	**-106**	**221**	**115**

Streetlight		Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Height (in)	Unit Depth (in)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
General	Streetlight	POWER	24.00	4.24	90.0	90.0	60.00	24.00	20.00	3.00	72.00	40	602	642
											Totals:	**40**	**602**	**642**

Insulator		Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Spool	Spool Insulator - 20 kV	POWER	32.00	0.00	0.0	0.0	1.00	2.50	2.12	1	8	9
Bolt	Single Bolt	AT&T	26.94	-11.00	137.1	0.0	0.00	0.00	0.00	0	0	0
Bolt	Single Bolt	AT&T	26.94	11.00	222.9	0.0	0.00	0.00	0.00	0	0	0
Bolt	Single Bolt	AT&T	26.94	0.00	180.0	0.0	0.00	0.00	0.00	0	0	0
Bolt	Single Bolt	AT&T	26.94	0.00	180.0	90.0	0.00	0.00	0.00	0	0	0
									Totals:	**1**	**8**	**9**

Pole Buckling

Buckling Constant	Buckling Column Height* (ft)	Buckling Section Height (% Buckling Col. Hgt.)	Buckling Section Diameter (in)	Minimum Buckling Diameter at GL (in)	Diameter at Tip (in)	Diameter at GL (in)	Modulus of Elasticity (psi)	Pole Density (pcf)	Ice Density (pcf)	Pole Tip Height (ft)	Buckling Load Capacity at Height (lbs)	Buckling Load Applied at Height (lbs)	Buckling Load Factor of Safety
2.00	17.86	32.86	10.68	11.01	7.32	11.40	1.60e+6	60.00	57.00	33.50	46,751	**468.84**	**19.61**

Notes

Date	Author	Description
4/17/2015	General Statement	General Statement

General Statement: Non-AT&T facilities may not be accurately identified pending attachment information from attaching party.

NEW CINGULAR WIRELESS PCS, LLC

draftPros
Engineering Office
13831 Northwest Freeway Suite 410
Houston, TX 77040

PROFESSIONAL LICENSURE

STATE OF TEXAS
JUSTO RODRIGUEZ
120389
LICENSED
PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDG THEY COMPLY WITH THE REQUIREMENT OF ALL APPLICABLE CODES AND ORDINANCES

REVISIONS

BY	DESCRIPTION	DATE

CAUTION

FOREIGN UTILITY LOCATIONS ARE APPROXIMATE.
CONTACT THE LOCAL ONE CALL AGENCY 48 HOURS PRIOR TO CONSTRUCTION FOR EXACT UTILITY LOCATION AT:

Texas 811
811 OR 713-223-4567 (IN HOUSTON) OR (1-800-545-6005) CALL BEFORE YOU DIG

CONTRACTOR SHALL NOTIFY THE CITY OF HOUSTON, DEPARTMENT OF PUBLIC WORKS AND ENGINEERING, OFFICE OF THE CITY ENGINEER, 48 HOURS BEFORE STARTING WORK IN THIS PROJECT. TELEPHONE (832) 394-9098

PROJECT INFORMATION

DRAWING BY: DRAFTPROS LLC
CHECK BY: DRAFTPROS LLC
ORIGINAL SUBMITTAL: MAY 03, 2019
NODE NAME #: CRAN_RNTX_FTWT3_230
TITLE: **STRUCTURAL ANALYSIS**

SCALE:	PAGE:	OF:
NTS	22	22

City of Saginaw

Meeting Date: 10/15/2019

Staff Contact: Keith Rinehart
Director of Community Services

Agenda Items: (4)(d)

E-mail: krinehart@saginawtx.org

Phone: 817-230-0351

SUBJECT:
Action regarding Award of Bid for Highway Right-of-Way Mowing

---

BACKGROUND/DISCUSSION:
In 2015, the City of Saginaw went out for bid for Highway Right-of-Way Mowing. The contract and extensions have expired. During September 2019, the City of Saginaw went out for bid again. On October 1st, we opened bids and had one (1) company who submitted a bid. Greener Pastures Landscaping (A Yellowstone Landscape Co.) submitted a bid of $785 per mowing cycle. This price is a $75 increase per mowing cycle increase from what we pay with our current ROW mowing contract. We talked with the Public Works Department who has had previous working experience with Greener Pastures and they confirmed a reputable and quality company.

FINANCIAL IMPACT:
The financial impact will be $785 per mowing cycle (a $75 increase per cycle).

RECOMMENDATION:
Staff is recommending the approval of the Right of Way Mowing Contract with Greener Pastures Landscaping (A Yellowstone Landscape Co.) who submitted a bid of $785 per mowing cycle.

ATTACHMENTS:

Description

Council Communique

City of Saginaw

Community Services Department
333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

From: Keith C. Rinehart, Director of Community Services

Date: City Council Meeting – October 15, 2019

PRESENTER:

Keith C. Rinehart, Director of Community Services

ITEM:

Consideration and Action regarding Recommendation for Award of Bid for Highway Right-of-Way Mowing

DISCUSSION:

In 2015, the City of Saginaw went out for bid for Highway Right-of-Way Mowing. The contract and extensions have expired. During September 2019, the City of Saginaw went out for bid again. On October 1st, we opened bids and had one (1) company who submitted a bid. Greener Pastures Landscaping (A Yellowstone Landscape Co.) submitted a bid of $785 per mowing cycle. This price is a $75 increase per mowing cycle increase from what we pay with our current ROW mowing contract. We talked with the Public Works Department who has had previous working experience with Greener Pastures and they confirmed a reputable and quality company.

FISCAL IMPACT:

The financial impact will be $785 per mowing cycle (a $75 increase per cycle).

RECOMMENDATION

Staff is recommending the approval of the Right of Way Mowing Contract with Greener Pastures Landscaping (A Yellowstone Landscape Co.) who submitted a bid of $785 per mowing cycle.

ATTACHMENTS:

- Greener Pastures bid document

If you have any questions, please feel free to contact me at 817-230-0351.

Thank you,

Keith C. Rinehart

Director of Community Services
City of Saginaw

Bid Documents, Contract Documents And Specification for

Highway Right-of-Way Mowing

City of Saginaw

October 2019

INVITATION TO BID

The City of Saginaw (herein called the "Owner), invites bids for furnishing and supplying all supervision, materials and equipment for the mowing of highway right-of-way along Saginaw Boulevard (Bus. 287) and Blue Mound Road (Hwy. 156) within the City of Saginaw, as described in the specifications and general conditions attached. Sealed bids will be received by the Owner at the Saginaw City Hall, 333 W. McLeroy, Saginaw, Texas, until 2:00 p.m., October 1, 2019 and publicly opened and read aloud. The envelope must be sealed and addressed as follows:

City Secretary
City of Saginaw
333 W. McLeroy
Saginaw, TX 76179

Highway Right-of-Way Mowing Bid
Do not open until 2:00 p.m., October 1, 2019

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions, hereof and may waive any informality or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after bid opening.

The City of Saginaw reserves the right to reject any and all bids and act in the best interest of the City of Saginaw.

Any questions concerning the bidding process and specifications should be directed to Keith Rinehart, Director of Community Services. 817-230-0350.

1. RECEIPT AND OPENING OF BIDS

It will be the bidder's responsibility to allow sufficient time to insure delivery by the date and time specified. Bids received after 2:00 p.m., October 1, 2019 will be considered ineligible and returned unopened. It shall be the responsibility of each vendor to ensure his/her bid is turned in to the City of Saginaw on or before the above-specified official time. The clock located at the cash register in the Saginaw City Hall lobby shall determine the "official time".

2. PREPARATION OF BID

Each bid must be submitted in a sealed envelope bearing the name and address of the bidder and the name of project for which the bid is submitted.

3. CONDITIONS OF WORK

At the time of the bid opening, it is understood and agreed that the Contractor has, by careful examination, satisfied him/herself as to the nature and location of the work and has fully informed himself of the general and local conditions relating to the work and any and all other matters that can in any way effect the work under this contract. Contractor has read and is thoroughly familiar with the specifications and contract documents (including any addenda). Failure to do so will not relieve the successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall effect or modify any of the terms or obligations herein contained.

4. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract

throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

This contract shall be awarded for the best bid, on a per cycle basis, submitted by a responsible bidder meeting the requirements of the City of Saginaw. In submitting a bid, Bidders verify their bid will be valid for sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the bidder.

Right-of-Way Contract Mowing
Bid Form

The undersigned, having examined and fully read the bid documents, specifications, general terms and conditions and being familiar with all site conditions hereby proposes to furnish all labor, materials, services and equipment necessary to perform the work for the Highway Right-of-Way Contract Mowing.

Base Bid for One (1) Mowing Cycle: SEVEN HUNDRED EIGHTY FIVE AND NO CENTS Dollars ($ 785.00)

The undersigned agrees, if awarded the contract, to commence work within ten (10) days of the date of Notice to Proceed and to adhere from that time forward with the terms, conditions and specifications in accordance with the contract documents.

The Undersigned, in submitting this bid, represents:

a) Bidder has read and fully understands the Special Conditions, Specifications and the General Terms and Conditions and is fully informed respecting the pertinent circumstances, preparation and contents of the attached bid; this bid is in strict accordance with the conditions and specifications set forth and proposes to furnish all equipment/service at the prices quoted herein, after notice of contract award. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after bids are opened.

b) Bidder is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.

c) Neither said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted.

Company Name: GREENER PASTURES LANDSCAPE, a YELLOWSTONE LANDSCAPE Co.

Signature:

Title: BUSINESS DEVELOPMENT MANAGER

BIDDERS STATEMENT OF QUALIFICATIONS

Firm Name: Greener Pastures Landscape, a Yellowstone Landscape Co. Date Organized: 1994

Address: 1839 Ryan Rd

City: Dallas State: TX Zip: 75220

Telephone Number: 214-634-0806 Fax Number: _____

Number of years in business under present name: 3yrs

Former name(s) of organization: Greener Pastures Landscape, LLC

Title, Name of all principals in the firm:

1. Tim Portland, CEO
2. Jim Herth, VP Sales
3. Brian Lemmerman, Regional VP

Number of full time employees: 2500

IRS Number: 47-1533243

Please attach the following to this Statement of Qualifications:

1. List of similar contracts currently being performed (include contact name, address, phone number)
2. List of at least four references with contact name, address and phone number

I hereby certify as Business Development Manager of Greener Pastures Landscape, a Yellowstone Landscape Co
(Title) (Firm Name)

that all information provided above and attached herewith is true and correct.

Signature: Bruce McDonald

Printed: Bruce McDonald Date: 9/27/19

SPECIFICATIONS

A mowing cycle shall include the mowing and trimming of all grass and weeds to a height of 2" within each area shown on the attached map and generally described as follows:

The east side of Saginaw Boulevard (Bus. 287) beginning just north of the intersection with Longhorn Road to 200 feet north of E. Southern Ave., then from 1,000 feet north of E. McLeroy Boulevard north to 2,200 feet north of the Bailey Boswell Road intersection (in and around the trees and shrubs planted by the owner in the TXDOT right-of-way). This represents a mowing area that is approximately 15 feet wide (from the east edge of pavement east to the right-of-way line) by 12,990 feet long. Also the center medians of Bus. 287 north of W.J. Boaz and north of E. Bailey Boswell to the Saginaw City limits. Also the area on the west side of Bus. 287 from Longhorn Rd. north to Hialeah. Also the center medians on Blue Mound Road (Hwy. 156) beginning on the south side of Loop 820 north to Industrial Boulevard and the median north of McLeroy to Western Center Boulevard. (See attached maps).

The mowing cycle shall be completed once every two weeks during the growing season. The owner shall determine the beginning and end of each growing season, however it will generally last from March through October of each year. Additional mowing cycles may be requested at the sole discretion of the Owner.

a) All debris shall be removed by the contractor prior to mowing if shredding of the debris would be detrimental to the appearance of the area. No separate pay item shall be allowed for litter control.

b) Trimming around trees and shrubs, fence lines, poles, posts and other obstructions will be performed using mechanical devices and/or hand labor with each cycle. **Special care shall be taken when trimming around trees and shrubs to avoid damage to them.** Any trees or shrubs damaged by the contractor shall, at the discretion of the Public Services Department representative, be replaced by the contractor at no cost to the owner. Any damage to the irrigation system caused by the contractor shall be immediately repaired by the contractor at no cost to the owner.

c) Clippings shall not be blown into the streets or roadways. Clippings shall not normally be collected and removed from the site after each cycle. However, if excessive clippings occur, these shall be removed by the contractor. In addition, excessive clippings resulting from extended mowing frequencies due to the contractor's delay shall be removed by the contractor.

d) Contractor's personnel working in medians and on roadways shall be required to wear safety vests or other safety garments. Care should be taken to avoid conflicts with oncoming traffic. All work being performed is within the Texas Department of Transportation right-of-way and must conform to the signing requirements specified in the Texas Manual for Uniform Traffic Control Devices (TMUTCD).

e) Areas that are impossible to mow mechanically due to slopes and ditches must be cut with string trimmers or other acceptable method.

f) No payment for partial mowing will be made. Each cycle must be completed in order for payment to be acknowledged.

GENERAL REQUIREMENTS

1. CONTRACT PERIOD

The term of the contract shall be from the date of award through December 31, 2020, with the option to renew the contract for two (2) additional one-year terms. Renewal shall be based on an evaluation by the Owner of the contractor's performance during the previous period, budget requirements, etc. Per cycle mowing price is to be bid for the initial period only.

After the completion of the initial contract term, the Contractor shall submit the renewal proposal with price changes, and justification for price increase to the Owner no later than February 1, 2021. Increases in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan area for the previous twelve-month period. Renewal shall be at the sole discretion of the Owner.

2. GENERAL CONDITIONS

Contractors submitting bids certify that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the contract at the time of bid submission, or that they will have the necessary equipment and personnel and be ready to proceed on the starting date.

The Contractor shall be required to keep sufficient equipment and labor on hand to do a complete mowing of the areas specified by contract, as often as may be specified should the growing season demand.

3. METHOD OF OPERATION

The Contractor will work under the direction of the Public Services Superintendent or his representative. No payment, on any basis, will be made for unsatisfactory mowing. The determination of the Public Services representative shall be final on all work.

The Contractor shall provide a monthly invoice showing the dates the mowing took place to the City. Payment by the City will be made within thirty (30) days of receipt of invoice.

The City of Saginaw reserves the right to cancel the contract at any time without penalty.

All operations and expenses connected with the operations described in these specifications shall be the responsibility of the contractor.

- The Contractor shall provide his/her own equipment, labor, fuel and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his/her own equipment and the availability and supervision of his/her employees.

- The Contractor is required to have a competent and experienced Supervisor/Foreman with each group at all times. The Supervisor/Foreman referred to herein may be a working Foreman operating a mower.

- The Contractor will perform all handwork required to provide an efficient mowing and trimming operation.

- There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the contract without prior written consent of the City.

4. INSURANCE

A. Types and Amounts. Prior to commencement of work pursuant to this Agreement, the Contractor shall furnish the City with proof of insurance as required by this section. Coverages shall be of the following types and not less than the specified amounts:

1. Workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the City; employer's liability insurance of not less than the minimum statutory amounts.

2. Commercial general liability .insurance, including premises operations; independent contractor's liability and contractual liability covering, but not limited to, the liability

assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for injury to or death of third parties or City employees, broad form property damage, with minimum limits as set forth below:

Bodily Injury	$500,000 Each Occurrence
Bodily Injury	$1,000,000 Annual Aggregate
Property Damage	$200,000 Each Occurrence
Contractual Liability:	
Bodily Injury	$500,000 each occurrence
Property Damage	$500,000 each occurrence
Personal Injury	$500,000 Annual Aggregate
With employment exclusion deleted	

3. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of $1,000,000 per occurrence; or separate limits of $500,000 for bodily injury (per person), and $500,000 tor property damage. Such insurance shall include coverage for loading and unloading hazards

B. Policy Endorsements. Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. The liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader; the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.

2. Each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment or premium, only 15 days written notice to City is required;

3. The term 'City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;

4. All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;

5. All liability policies required herein shall be written with an "occurrence" basis coverage trigger; and

6. Prior to the effective date of cancellation of any policy, Bidder shall deliver to the City a replacement certificate of insurance or proof of reinstatement.

5. INDEMNITY

CONTRACTOR COVENANTS AND AGREES TO TNDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND C!TY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER NEAL OR ASSERTED, (INCLUDING, WTTHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT

WITNESSES AND OTHER CONSULTANTS ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THE SERVICES UNDER THE CONTRACT, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES OF CITY; AND CONTRACTOR HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. CONTRACTOR SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, S E RVANTS, E M PLOYE ES, CONTRACTORS, S U BCONTRACTORS, LICENSEES, OR INVITEES.

YELLOWSTONE
LANDSCAPE

References and Current Contracts

City of Mesquite, Medians and Right of Ways
1515 N Galloway Ave
Mesquite, Texas 75149
Jack McClain, 972.216.6201

City of Denton, Medians and Right of Ways
901 Texas St a
Denton, Texas 76209
Russell Koch, 940-349-8910

JPS Health
1500 S Main Street
Fort Worth, Texas 76104
Michael Dibartolomeo, 817.702.1109

Eminent Medical Center
1351 W President George Bush Pkwy
Richardson, Texas
Stan Herrin, Director of Facility Maintenance 469-910-8807

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Southwest Risk Management, LLC 2855 East Brown Road, Ste 28 Mesa AZ 85213	PHONE (A/C, No, Ext): (480) 924-1200	FAX (A/C, No): (480) 924-1211
	E-MAIL ADDRESS: certificates@southwestrisk.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Greener Pastures Landscape LLC DBA: Greener Pastures Landscaping Inc 2525-2550 Manana Drive Dallas TX 75220	INSURER A: Emcasco Insurance Company	21407
	INSURER B: Union Insurance Co of Providence	21423
	INSURER C: Navigators Insurance Company	42307
	INSURER D: Texas Mutual Insurance Company	22945
	INSURER E: Employers Mutual Casualty Co	21415
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 TX Greener Pastures **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		5X59570	1/16/2017	1/16/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			5X59570	1/16/2017	1/16/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			HO17EXC864120QN	1/16/2017	1/16/2018	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001290081	7/1/2016	7/1/2017	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Scheduled Equipment Leased & Rented Equipment			5X59570	1/16/2017	1/16/2018	Limit $1,996,978 Limit $200,000	Dedt $500 Dedt $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is additional insured with regards to General Liability.

CERTIFICATE HOLDER

Greener Pastures Landscape, LLC
2525 Manana Drive
Dallas, TX 75220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Jarvis/TT

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Greener Pastures Landscaping, LLC

2 Business name/disregarded entity name, if different from above

Greener Pastures Landscaping, LLC, A Yellowstone Landscape Company

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1839 Ryan Rd.

Requester's name and address (optional)

6 City, state, and ZIP code

Dallas, TX 75220

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	1	5	3	3	2	4	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/5/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

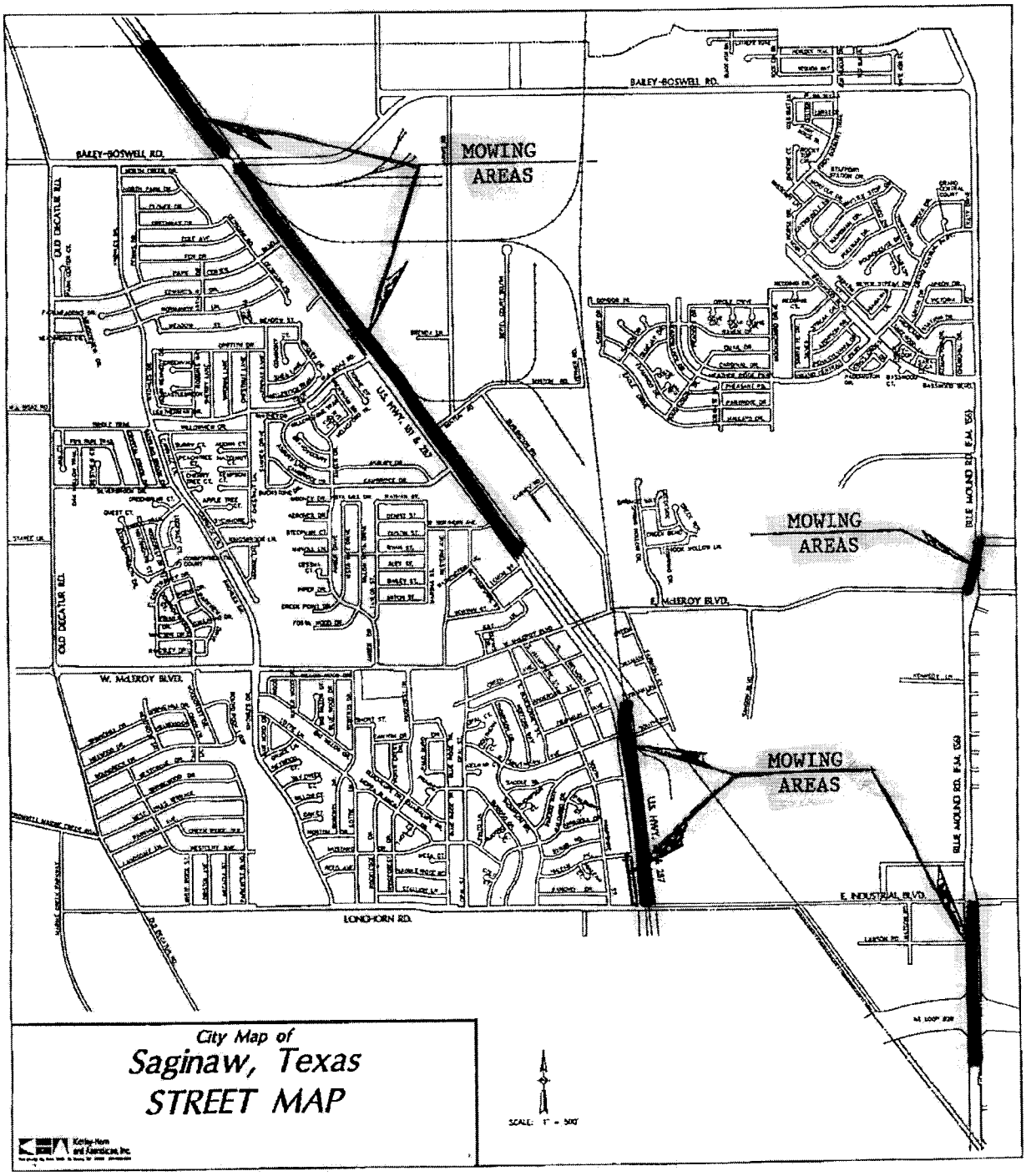
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*


MOWING AREAS
MOWING AREAS
MOWING AREAS
BAILEY-BOSWELL RD.
BAILEY-BOSWELL RD.
OLD DECATUR RD.
OLD DECATUR RD.
U.S. HWY. 81 & 287
W. McLEROY BLVD.
E. McLEROY BLVD.
BLUE MOUND RD. F.M. 156
BLUE MOUND RD. F.M. 156
LONGHORN RD.
E. INDUSTRIAL BLVD.
U.S. HWY. 287
City Map of
Saginaw, Texas
STREET MAP
SCALE: 1" = 500'
Kimley-Horn and Associates, Inc.

City of Saginaw

Meeting Date: 10/15/2019

Agenda Items: (4)(e)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Appointment of Travis Albritton to Advisory Recreation and Parks Board

BACKGROUND/DISCUSSION:
Due to the recent resignation of Gregory Gerami, Place No. 7 on the Advisory Recreation and Parks Board is vacant. Mr. Travis Albritton has submitted an application to serve on this board. Mr. Albritton served on the Advisory Recreation and Parks Board from June 2018 to April 2019. He is now able to serve again. Staff recommends he be appointed to the vacant position.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends appointment of Travis Albritton to Place No. 7 on the Advisory Recreation and Parks Board.

ATTACHMENTS:

Description
Adv Rec & Pks Board Members
Board Application--Albritton

ADVISORY RECREATION AND PARKS BOARD

Charity DeVille	Place No. 1	Term Expires May 2021	
Janelle Young	Place No. 2	Term Expires May 2020	
Nathan Weinstock	Place No. 3	Term Expires May 2021	
Russell Jolly	Place No. 4	Term Expires May 2020	
Brack St. Clair	Place No. 5	Term Expires May 2021	
Ronda Nyberg	Place No. 6	Term Expires May 2020	
Gregory Gerami	Place No. 7	Term Expires May 2021	RESIGNED 9-20-2019
Brandi Coble	1st Alternate	Term Expires May 2021	
Christopher Gonzales	2nd Alternate	Term Expires May 2020	

Citizen Board of Interest Application

Contact Information

First Name	Travis
Last Name	Albritton
Address1	1112 Little John Dr
City	Saginaw
State	TX
Zip	76179
Phone Number	
Email Address	
	(Section Break)
I Am Interested In Serving On The Following Board(s)	Parks Advisory Board (12)
1st Choice	Parks Advisory Board
2nd Choice	Second Choice to Serve
3rd Choice	Third Choice to Serve
Present Occupation and Place of Employment	Banking Center Manager at American Nation Bank
Employment (work) Phone Number	
Are You a Registered Voter of Saginaw Texas?	Yes
Community Organizations and/or Professional Memberships	Was an active member of the Chamber of Commerce until it's dissolving in 2019.
Current or Previous Service on City Boards/Committees	Parks Advisory Board 2018 - 2019 Chairman of the Citizens Bond Committee
Reason(s) for which you wish to be considered for appointment	I love the city of Saginaw and seeing it flourish in the Tarrant County area. I am passionate about the parks and the community.

What personal qualifications can you bring to this board/committee?	I helped with establishing some funding for Project Dream Play as well as served on the board for 1 term. As part of my tenure on the board, we were able to bring a spectacular firework show to the community as well as enhancing the Christmas display in Willow Creek Park.
What meeting(s) have you attended of the committee(s) for which you are being considered?	Several

(Section Break)

If I Am Selected To Serve On The Board(s), I Will Participate.

Date	09-30-2019
Signature	Travis Albritton

Email not displaying correctly? View it in your browser.

City of Saginaw

Meeting Date: 10/15/2019

Staff Contact: Rick Trice, P.E.
Director of Public Works

Agenda Items: (4)(f)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Action Regarding Approval of an Individual Project Order (IPO) with Kimley Horn and Associates, Inc. (KHA) for Preparation of Bid Documents for the Police Parking Lot Expansion

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BACKGROUND/DISCUSSION:
The Police Department has identified the need to expand its existing parking lot at its facility on West McLeroy. Kinley Horn. KHA has submitted an IPO for preparation of bid documents and bidding services for a total lump sum fee of $7,500.

FINANCIAL IMPACT:
The Fiscal Impact will be $7,500. Funding in the amount of $65,000 from tax note proceeds has been appropriated for the project in the Capital Projects Fund.

RECOMMENDATION:
It is recommended that the City Council approve the IPO with KHA for preparation of bid documents and bidding services in the amount of $7,500.

ATTACHMENTS:

Description

KHA IPO

Kimley»Horn

October 4, 2019

Mr. Rick Trice
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

RE: *Police Parking Lot Expansion*

Dear Rick:

Please find attached the Individual Project Order (IPO) No. Police Parking Lot Expansion (reference the master agreement dated April 17, 2012).

Please contact me at (817) 339-2248 or andrew.simonsen@kimley-horn.com should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE No. F-928



Andrew Simonsen, P.E.
Project Manager

INDIVIDUAL PROJECT ORDER NUMBER – Police Parking Lot Expansion

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Saginaw, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 17, 2012, which is incorporated herein by reference.

Identification of Project: Police Parking Lot Expansion

Project Understanding:

The Client desires to add an additional 21 parking spaces to the existing police department parking lot. It is understood that no analysis of the existing site and parking lot or design of the proposed parking lot expansion will be performed by Kimley-Horn. It is understood that Kimley-Horn will prepare a conceptual exhibit for approximate quantity determinations. It is understood that Kimley-Horn will prepare contract documents for the Client's use.

Specific Scope of Basic Services:

Task 1 – Conceptual Plan and Bidding Documents
Kimley-Horn will perform the following tasks:

- Conceptual Plan – Prepare a conceptual plan showing existing site infrastructure, proposed demolition of existing infrastructure, and proposed layout and striping of parking lot expansion. Existing site infrastructure will be based on information available from aerial views and from previously prepared plans for the existing Police Department site, titled "Saginaw Police Complex," signed 2005. Proposed layout and striping of parking lot expansion will be based on layout provided by City Staff. Proposed materials and technical details for construction of the parking lot will match the materials and technical details provided in the previously prepared plans, titled "Saginaw Police Complex," signed 2005. Kimley-Horn will prepare one (1) 11" x 17" plan sheet.

- Contract Documents - The Contract Documents will be based upon the NCTCOG *Standard Specifications for Public Works Construction* and the Client's requirements for Public Works Construction will govern all other specifications.

- Review Meeting – Consultant will facilitate a review meeting with City and Police Department Staff to review the Conceptual Plan and Contract Documents.

Meetings:
a. One (1) review meeting with City and Police Department Staff.

Deliverables:
a. Six (6) copies of Conceptual Plan and Contract Documents.

Services/Deliverables provided by the Client:
a. Attend review meeting.
b. Review and comment on Conceptual Plan and Contract Documents.

Task 2 – Bidding
Consultant will provide the following professional services under this task:

1. Final Contract Documents – Consultant will prepare and issue the project for advertisement utilizing the CivCast website. Consultant will print and issue sets of plans and specifications as requested by contractors or plan houses. A non-refundable deposit will be required of contractors or plan houses for plans and specifications.

2. Notice to Bidders – Consultant will prepare a notice to bidders. The Client will be responsible for submitting the Notice to newspapers for advertisement. Advertising will be billed directly to the Client by the newspaper.

3. Addenda – Consultant will answer contractor questions during the bid process. Consultant will issue addenda as required.

4. Bid Opening – Consultant will attend the bid opening, prepare a tabulation of bids, and prepare a letter summarizing the bids to the Client for award of contract.

5. Execution – Consultant will prepare five (5) sets of the Contract Documents for execution by the contractor, receive and review such documents for completeness, and forward to the Client for review and execution.

Meetings:
a. Bid Opening – as described above.

Deliverables:
a. Final Contract Documents – as described above.
b. Notice to Bidders – as described above.
c. Addenda – as described above.
d. Tabulation of Bids – as described above.
e. Letter Summarizing Bids – as described above.
f. Contract Documents for Execution – as described above.

Services/Deliverables provided by the Client:
a. Award of Contract to Contractor.
b. Review and Execute Contract Documents.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional services include, but are not limited to, the following:

Schedule

Consultant will begin services upon receipt of Notice to Proceed.

Fee and Expenses

Task Name	Budget Amount	Fee Type
Task 1 – Conceptual Plan and Bidding Documents	$ 5,000	(Lump Sum)
Task 2 – Bidding	$ 2,500	(Lump Sum)
Subtotal	$7,500	(Lump Sum)

Consultant will perform the services in Tasks 1 through 2 for the total lump sum fee of $7,500. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Payment will be due within 25 days of your receipt of the invoice.

ACCEPTED:

CITY OF SAGINAW, TEXAS

BY:_____
Gabe Reaume
City Manager

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: Scott R. Arnold
Scott R. Arnold, P.E.
Vice President

DATE: 10/4/2019

City of Saginaw

Meeting Date: 10/15/2019

Agenda Items: (5)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
Consideration and Action regarding approval of Ordinance No. 2019-20, authorizing the issuance and sale of City of Saginaw, Texas General Obligation Refunding Bond, Series 2019; levying an annual ad valorem tax and providing for the security for and payment of said bond; providing an effective date; and enacting other provisions relating to the subject.

BACKGROUND/DISCUSSION:
On October 1st the City Council was presented with a refunding opportunity to achieve debt service savings. Due to the bank holiday on October 14th, Columbus Day, private placement bids will be accepted through October 15th. Andrew Friedman of SAMCO Capital Markets, Inc. will be present to review the bids and summarize the savings.

FINANCIAL IMPACT:
The debt service savings that will result from the bond refunding will not be known until the bids are received. The savings analysis will be presented at the City Council meeting.

RECOMMENDATION:
As long as certain savings thresholds can be met, staff recommends approval of Ordinance No. 2019-20, authorizing the issuance and sale of the City's General Obligation Refunding Bond, Series 2019; levying an annual ad valorem tax and providing for the security for and payment of said bond; providing an effective date; and enacting other provisions relating to the subject.

ATTACHMENTS:

Description
draft purchase agreement
Draft Ordinance 2019-20

PURCHASE AGREEMENT

October [15], 2019

Mayor and Members of the City Council
City of Saginaw, Texas
333 West McLeroy Boulevard
Saginaw, Texas 76179

McCall, Parkhurst & Horton L.L.P.
717 N. Harwood, 9th Floor
Dallas, Texas 75201

SAMCO Capital Markets, Inc.
1020 NE Loop 410 Suite 640
San Antonio, Texas 78209

I, the undersigned, being an authorized officer of [_____] (the "Bank"), being a financial institution, to-wit: a bank within the definition of section 3(a)(2) of the Securities Act of 1933, engaged in the business of investing in securities such as the bond described below (the "Bond"), acknowledge that the City of Saginaw, Texas (the "Issuer"), is issuing its General Obligation Refunding Bond, Series 2019 to finance the costs incurred by the Issuer in connection with (i) refunding certain outstanding obligations of the Issuer for debt service savings as described in the ordinance authorizing the sale and issuance of the Bond (the "Ordinance"), and (ii) the payment of costs of issuance related to the Bond. The Bond is to be issued under the authority of Chapter 1207, Texas Government Code, as amended.

The Bank understands that the Bond will be payable from, and secured by a lien on and pledge of, the receipts of an ad valorem tax levied in sufficient amounts (within the limits prescribed by law) to provide for the payment of the interest on and principal of the Bond, as such interest and principal come due. In accordance with laws of the State of Texas (the "State") and the Issuer's home rule charter, the Issuer is limited to a tax rate of $1.50 per $100 of taxable assessed valuation, including the payment of debt service on its debt, including the Bond. The Bank hereby acknowledges receipt of the ordinance authorizing the issuance and sale of the Bond (the "Ordinance").

The Bank further understands that the Bond will be sold for cash, approved by the Attorney General of the State of Texas, and delivered in the form of one fully-registered Bond representing the full maturity amount of the Bond, $[_____], which Bond has a final maturity of September 1, [2025], provided that annual principal installment payments shall be made to the registered owner thereof, as described below. The Bond will initially be made payable to the order of the Bank, but may be assigned by the Bank in whole, but not in part, and the Bank or any assignee of the Bond from any prior registered owner shall be the registered owner thereof. The Bond will be delivered in physical form, and will not be subject to a book entry system of payment, registration and transfer.

In connection with the Bond, the Bank agrees as follows:

A. Delivery of the Bond to the Bank (the "Closing") shall be made at the Bank on or about November [13], 2019, but not later than November 14, 2019, (the "Delivery Date"), it being understood that this Delivery Date may be extended by mutual consent of the Bank and the Issuer.

B. Interest on the Bond shall accrue from the Delivery Date, and be payable semiannually on each March 1 and September 1, commencing March 1, 2020, and continuing thereafter until maturity.

C. The purchase price for the Bond shall be the principal amount thereof. The Bond will finally mature on September 1, [2025], but annual principal installment payments shall be made to the registered owner of the Bond on the Payment Dates and in the Principal Installment amounts, and shall bear interest on the unpaid Principal Installment amounts thereof calculated on the basis of a 360-day year consisting of twelve 30-day months, as set forth in the following schedule:

Payment Date (September 1)	Principal Installment ($)	Interest Rate (%)
2020		
2021		
2022		
2023		
2024		
2025		

D. It is understood and agreed to that the Bond is not subject to redemption prior to maturity.

E. The Bond will be fully registered as to principal and interest, and the Bank shall serve as the initial paying agent and registrar for the Bond without charge to the Issuer, except for the reimbursement of any reasonable expenditure incurred by the Bank in the capacity of paying agent and registrar.

F. In regard to its purchase of the Bond, the Bank acknowledges that no prospectus, official statement, or other offering document has been prepared; however, the Issuer has furnished the Bank with all information requested by the Bank to permit the Bank to make an informed decision concerning its purchase of the Bond, and the Bank has made such inspections and investigations as it has deemed necessary to determine the investment quality of the Bond and to assess all risk factors associated with the purchase and ownership of the Bond. The Bank hereby acknowledges and represents that it has been furnished with such financial information relating to the Issuer as it has requested for the purposes of making its assessment of an investment in the Bond. The Bank has had a reasonable opportunity to request and review such other information as it needs from the Issuer in order to enable it to make its investment decision. The Bank is not relying on McCall, Parkhurst & Horton L.L.P., the Issuer's Bond Counsel, nor SAMCO Capital Markets, Inc., the Issuer's Financial Advisor, as to the completeness or accuracy of any financial information provided to the Bank by the Issuer in connection with its determination to make an investment in the Bond.

G. The Bond is being purchased by the Bank for the account of the Bank as evidence of a loan (and not on behalf of another), and the Bank has no present intention of reselling such Bond or dividing its interest therein, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance; provided, however that the Bank reserves the right to sell, pledge, transfer, convey, hypothecate, or dispose of the Bond at some future date, but only to persons who have been provided sufficient information with which to make an informed decision to invest in the Bond. The Bond may be transferred and registered in the name of the new registered owner in whole but not in part.

H. The Bank acknowledges that the Bond will not be rated. In addition, the Bank acknowledges that the Bond will not be listed on any securities exchange. Further, no trading market now exists for the Bond, and none may exist in the future. Accordingly, the Bank understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to the maturity for the Bond may not be possible or may be at a price below that which the Bank is paying for the Bond.

I. It is understood and agreed that the Bank is buying the Bond in a private placement by the Issuer to the Bank. The Bond is exempt from any federal securities registration requirements by virtue of Section 3(a)(2) of the Securities Act of 1933. The private placement of the Bond is exempt from the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"); consequently the Issuer has not undertaken to make any on-going disclosures for the benefit of the registered owner of the Bond in accordance with the Rule.

J. This agreement shall be terminated by delivery of the Bond in the amount of $[_____] to the Bank at the Closing date, provided that the representations of the Bank in paragraph "F." above shall survive the termination hereof.

K. The Issuer will designate the Bond as a "qualified tax-exempt obligation" within the meaning of section 265(b) of the Internal Revenue Code. In furtherance of that designation, in the Ordinance, the Issuer will covenant to take such action which would assure or to refrain from such action which would adversely affect the treatment of the Bond as a "qualified tax-exempt obligation."

L. As a condition to the purchase of the Bond, the Bank shall receive at the Closing an opinion of Bond Counsel in substantially the form attached hereto as Exhibit A. In addition, the Bank shall receive, at the Closing, an opinion of the Attorney General of the State of Texas to the effect that the Bond has been lawfully issued by the Issuer and is a valid and binding obligation of the Issuer under applicable laws of the State of Texas.

M. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Purchase Agreement is a contract for goods or services, will not boycott Israel during the term of this Purchase Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands "affiliate" to mean an entity that controls or is controlled by, or is under common control, with the Bank and exists to make a profit.

N. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/ftolist.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and The Bank's parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with, the Bank and exists to make a profit.

O. [The Bank has delivered to the Issuer a disclosure form and certification of filing generated by the Texas Ethics Commission's (the "TEC") electronic portal (the "Disclosure Form"), signed by an authorized agent of the Bank and attested to by unsworn declaration, prior to the execution of this Purchase Agreement by the Issuer and the Bank. The Issuer hereby confirms receipt of the Disclosure Form from the Bank and agrees to acknowledge such form with the TEC through its electronic filing application within thirty (30) days of the date of this Purchase Agreement.][The Bank is a subsidiary of a publicly traded entity and is therefore exempt from the disclosure form and certification of filing requirements of the Texas Ethics Commission pursuant to Section 2252.908(c)(4) of the Texas Government Code.]

[Execution page follows]

Respectfully submitted,

[PURCHASER]

By: _____

Name: _____

Title: _____

ACCEPTANCE

ACCEPTED pursuant to the Ordinance adopted by the City Council of the City of Saginaw, Texas, on October [15], 2019.

_____

Mayor
City of Saginaw, Texas

Exhibit A
Form of Opinion of Bond Counsel

CITY OF SAGINAW, TEXAS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2019

November ___, 2019

Mayor and Members of the City Council
City of Saginaw, Texas
333 West McLeroy Boulevard
Saginaw, Texas 76179

[PURCHASER ADDRESS]

Re: $[_____] City of Saginaw, Texas General Obligation Refunding Bond, Series 2019

As Bond Counsel for the City of Saginaw, Texas, the issuer (the "Issuer") of the bond (the "Bond") described above, we have examined into the legality and validity of the Bond, which bears interest from the date of initial delivery of the Bond, until maturity, at the rate and payable on the dates as stated in the text of the Bond, and matures, all in accordance with the terms and conditions stated in the text of the Bond.

We have examined the applicable and pertinent provisions of the Constitution and laws of the State of Texas, and a transcript of certified proceedings of the Issuer, and other pertinent instruments authorizing and relating to the issuance of the Bond, including executed Bond Number R-1.

Based on said examination, it is our opinion that the Bond has been authorized, issued and duly delivered in accordance with law; and that except as may be limited by laws applicable to the Issuer relating to governmental immunity, bankruptcy, reorganization, and other similar matters affecting creditors' rights generally, and by general principles of equity which permit the exercise of judicial discretion, the Bond constitutes a valid and legally binding obligation of the Issuer; and that a continuing ad valorem tax of the Issuer sufficient to provide for the payment of the interest on and principal of the Bond has been levied and pledged for such purpose, within the limits prescribed by law, as provided in the ordinance authorizing the issuance of the Bond.

It is further our opinion that, except as discussed below, under the statutes, regulations, published rulings, and court decisions existing on the date of this opinion, for federal income tax purposes, the interest on the Bond (i) is excludable from the gross income of the owner thereof and (ii) the Bond will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). In expressing the aforementioned opinions, we have relied on certain representations, the accuracy of which we have not independently verified, and assume compliance with certain covenants regarding the use and investment of the proceeds of the Bond and the use of the property financed therewith, and the sufficiency certificate of the paying agent for the Refunded Obligations verifying the sufficiency of the amounts deposited with such paying agent to pay the principal of and interest on the Refunded Obligations to their respective due dates. We call your attention to the fact that if such representations are determined to be inaccurate or if the Issuer fails to comply with such covenants, interest on the Bond may become includable in gross income retroactively to the date of issuance of the Bond.

Except as stated above, we express no opinion as to any other federal, state or local tax consequences of acquiring, carrying, owning or disposing of the Bond.

We express no opinion as to any insurance policies issued with respect to the payments due for the principal of and interest on the Bond, nor as to any such insurance policies issued in the future.

Our sole engagement in connection with the issuance of the Bond is as Bond Counsel for the Issuer, and, in that capacity, we have been engaged by the Issuer for the sole purpose of rendering an opinion with respect to the legality and validity of the Bond under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Bond for federal income tax purposes, and for no other reason or purpose. We have not been requested to investigate or verify, and have not independently investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the Issuer, or the disclosure, if any, thereof in connection with the sale of the Bond, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Bond and have relied solely on certificates executed by officials of the Issuer as to certain matters upon which we have relied in rendering our opinion, including the current outstanding indebtedness of, and the assessed valuation of taxable property within, the Issuer.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bond. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the Issuer as the taxpayer. We observe that the Issuer has covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bond as includable in gross income for federal income tax purposes.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result.

Respectfully,

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SAGINAW, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2019; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BOND; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City of Saginaw, Texas (the "Issuer") has previously issued, and there are presently outstanding, obligations of the Issuer described in Schedule I hereto (the "Refunded Obligations");

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a paying agent for the Refunded Obligations, or a trust company or commercial bank that does not act as a depository for the Issuer, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow or similar agreement with any such paying agent or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, the Issuer's City Council (the "City Council") hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Obligations to achieve a debt service savings and to restructure the Issuer's outstanding debt service, and that such refunding will result in a present value debt service savings of approximately $_____ and an actual debt service savings of approximately $_____ to the Issuer, net of any Issuer contribution;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within twenty (20) years of the date of the bond hereinafter authorized;

WHEREAS, the bond hereafter authorized is being issued and delivered pursuant to said Chapter 1207, Texas Government Code; and

WHEREAS, It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAGINAW:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BOND. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bond of the City of Saginaw, Texas (the "Issuer") is hereby authorized to be issued and delivered in the aggregate principal amount of $1,875,000 for the public purpose of refunding certain outstanding obligations of the Issuer as set forth in Schedule I, attached hereto (the "Refunded Obligations"), and to pay the costs incurred in connection with the issuance of the Bond (defined herein).

Section 2. DESIGNATION, DATE, DENOMINATION, NUMBER, AND MATURITY AND INTEREST RATE OF BOND.

(a) Each bond issued pursuant to this Ordinance shall be designated: "CITY OF SAGINAW, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2019," and there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated October 15, 2019, in the denomination and principal amount of $1,875,000, numbered R-1, with any bond issued in replacement thereof being in the denomination of the full principal amount of the series of which the bond is issued and numbered consecutively from R-2 upward, payable in installments to the registered owner thereof, or to the registered assignee of said bond (in each case, the "Registered Owner").

(b) Principal of said Bond shall mature and be payable in installments on the dates and in the amounts stated in the FORM OF BOND set forth in Exhibit A to this Ordinance. The Bond shall bear interest on the unpaid balance of the principal amount thereof, from the date of delivery to the scheduled due date of the principal installments of the Bond, at the rate of interest stated in the FORM OF BOND set forth in Exhibit A to this Ordinance. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in Exhibit A this Ordinance.

(c) The term "Bond" as used in this Ordinance shall mean and include, collectively, the bond initially issued and delivered pursuant to this Ordinance and any substitute bond exchanged therefor, as well as any other substitute or replacement bond issued pursuant hereto, and the term "Bond" shall mean any such bond.

Section 3. CHARACTERISTICS OF THE BOND.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints [_____], to serve as paying agent and registrar for the Bond (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar, books or records for the registration of the transfer and exchange of the Bond (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bond shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond. Registration of assignments, transfers and exchanges of a Bond shall be made in the manner provided and with the effect stated in the FORM OF BOND attached as Exhibit A to this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Transfer and Exchange. Except as provided in Section 3(g) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so authenticated. The Paying Agent/Registrar promptly shall cancel any Bond surrendered for exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of a substitute Bond in the

manner prescribed herein. Pursuant to Chapter 1201, Government Code, as amended, the duty of transfer of a Bond as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond that initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts. The Bond may be transferred and registered in the name of the new Registered Owner in whole but not in part.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bond, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bond, shall properly and accurately record all payments on the Bond on the Registration Books, and shall keep proper records of all exchanges of the Bond, and all replacements of the Bond, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) In General. The Bond (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bond to be payable only to the Registered Owner thereof, (ii) may be exchanged for another Bond, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bond shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bond, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth as Exhibit A to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Bond that at all times while the Bond is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bond under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than twenty (20) days written notice to the Paying Agent/Registrar, to be effective not later than fifteen (15) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bond, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Bond, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE substantially in the form provided in this

Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Bond. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the closing date shall have attached thereto the COMPTROLLER'S REGISTRATION CERTIFICATE substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by such person's duly authorized agent, which certificate shall be evidence that the Bond initially issued and delivered has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond issued under this Ordinance, the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(h) Delivery of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bond, payable in stated installments to the purchaser designated in Section [10] or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to such purchaser or its designee.

Section 4. FORM OF BOND. The form of the Bond, including the form of PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the form of ASSIGNMENT and the form of COMPTROLLER'S REGISTRATION CERTIFICATE to be attached to the Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as shown in Exhibit A, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bond. All ad valorem taxes levied and collected for and on account of said Bond shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bond is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bond as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bond as such principal matures (but never less than 2% of the original amount of said Bond as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while said Bond is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bond, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Bond and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bond is outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owner of the Bond a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BOND.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Bond shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to the amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Bond or portion thereof defeased, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bond and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Bond may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Section 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bond, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by Texas law that are eligible to refund, retire or otherwise discharge obligations such as the Bond.

(d) Until the Defeased Bond shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bond the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of an installment of principal of the Bond, the Paying Agent/Registrar shall select, or cause to be selected, such amount of such installment by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BOND.

(a) Replacement Bond. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bond. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Bond shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bond. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Bond. In accordance with Section 1206.022, Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bond is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bond in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for a Bond issued in exchange for another Bond.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BOND; BOND COUNSEL'S OPINION; AND ENGAGEMENT OF FINANCIAL ADVISOR.

(a) The Mayor of the Issuer is hereby authorized to have control of the Bond initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bond pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of said Comptroller shall be

impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel may, at the option of the Issuer, be printed on the Bond issued and delivered under this Ordinance, but shall not have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Bond.

(b) The obligation of the initial purchaser to accept delivery of the Bond is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bond to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bond is hereby approved and confirmed. The execution and delivery of a municipal advisory agreement between the Issuer and SAMCO Capital Markets, Inc., with respect to services as financial advisor to the Issuer, is hereby authorized in such form as may be approved by the Mayor or the City Manager, and the Mayor or the City Manager is hereby authorized to execute such agreement if needed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BOND.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bond as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the Registered Owner for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10% of the proceeds of the Bond (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10% of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Bond, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5% of the proceeds of the Bond or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5% of the proceeds of the Bond (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bond being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bond being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bond, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bond, other than investment property acquired with –

(A) proceeds of the Bond invested for a reasonable temporary period of three (3) years or less or, in the case of a current refunding bond, for a period of ninety (90) days or less until such proceeds are needed for the purpose for which the Bond is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bond;

(7) to otherwise restrict the use of the proceeds of the Bond or amounts treated as proceeds of the Bond, as may be necessary, so that the Bond does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to refrain from using proceeds of the Bond or the proceeds of any prior obligations to pay debt service on another issue more than ninety (90) days after the issuance of the Bond in contravention of section 149(a) of the Code (relating to advance refunding);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bond) an amount that is at least equal to 90% of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Bond has been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Bond are used solely to refund the Refunded Obligations.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bond. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and the Treasury Regulations. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bond, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bond, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or City Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bond.

(d) Disposition of Projects. The Issuer covenants that the projects funded with the proceeds of the Refunded Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bond. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bond. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Designation as a Qualified Tax-Exempt Obligation. The Issuer hereby designates the Bond as a "qualified tax-exempt obligation" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Bond is issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Bond, will result in more than $10,000,000 of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bond is issued, by the Issuer (or any subordinate entities) will not exceed $10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, hereof, in order that the Bond will not be considered a "private activity bond" within the meaning of section 141 of the Code.

Section 10. SALE OF BOND. The Bond is hereby initially sold and shall be delivered to [_____] (the "Purchaser"), for cash for the par value thereof, pursuant to the purchase agreement dated the date of the final passage of this Ordinance which the Mayor is hereby authorized to execute and deliver. The Bond shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 11. FURTHER PROCEDURES. The Mayor, the Mayor Pro Tem, the City Manager and the City Secretary, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer all such other documents and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bond, and the sale of the Bond. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the issuance of the Bond. The Issuer is not, therefore, obligated pursuant to the Rule to provide any ongoing disclosure relating to the Issuer or the Bond in connection with the issuance of the Bond.

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owner, (iv) qualify this Ordinance under the Trust Indenture

Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the nationally recognized bond counsel, materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Bond so as to:

(1) Make any change in the maturity of the Bond;

(2) Reduce the rate of interest borne by the Bond;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Bond;

(4) Modify the terms of payment of principal of or interest on the Bond or impose any condition with respect to such payment; or

(5) Change the requirement with respect to Registered Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Registered Owner of the Bond a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of the Bond, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Registered Owner of the Bond shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon any future Registered Owner of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of the mailing of said notice by the Registered Owner, or by a successor in title, by filing notice with the Issuer.

For the purposes of establishing ownership of the Bond, the Issuer shall rely solely upon the registration of the ownership of such Bond on the registration books kept by the Paying Agent/Registrar.

Section 14. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Bond when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owner of the Bond, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by the Registered Owner to the Issuer.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, the Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bond or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bond shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, the Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 15. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. The Mayor of the Issuer is hereby authorized and directed to execute and deliver an escrow or similar agreement with The Bank of New York Mellon Trust Company, N.A. (the "Refunded Obligations Paying Agent"), in substantially the form presented at this meeting. In addition, the Mayor or other officer of the Issuer is authorized to purchase such securities, to execute subscriptions for the purchase of U. S. Treasury Securities, State and Local Government Series, and to authorize such contributions, as may be necessary for the redemption and defeasance of the Refunded Obligations.

Section 16. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) The Issuer hereby directs that the Refunded Obligations be called for redemption on the dates set forth on **Schedule I**. Such Refunded Obligations shall be redeemed at the redemption price of par plus accrued interest. The Mayor of the Issuer is hereby authorized to issue or cause to be issued the notice of redemption of the Refunded Obligations to the Refunded Obligations Paying Agent.

(b) In addition, the Refunded Obligations Paying Agent, is hereby directed to provide notice of redemption to the registered owners of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their respective redemption dates. The Refunded Obligations shall be presented for redemption at the paying agent/registrar therefor, and shall not bear interest after the date fixed for redemption.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their redemption date shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement approved in Section 15 of this Ordinance.

Section 17. APPROPRIATION. To pay the debt service coming due on the Bond prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 19. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

CITY OF SAGINAW, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2009

Maturity Date	Coupon	Principal Amount	Redemption Date
09/01/2021	4.200%	$185,000.00	December 1, 2019
***	***	***	***
09/01/2023	4.400%	$205,000.00	December 1, 2019
***	***	***	***
09/01/2025	4.600%	$225,000.00	December 1, 2019

CITY OF SAGINAW, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012

Maturity Date	Coupon	Principal Amount	Redemption Date
09/01/2020	3.000%	$290,000.00	December 1, 2019
09/01/2021	3.000%	$300,000.00	December 1, 2019
09/01/2022	3.000%	$310,000.00	December 1, 2019
09/01/2023	3.000%	$315,000.00	December 1, 2019

EXHIBIT A

FORM OF BOND

A. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R–

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SAGINAW, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2019

PRINCIPAL AMOUNT
$

Interest Rate	Delivery Date
_____%	_____, 2019

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Saginaw, Texas (the "Issuer"), being a political subdivision of the State of Texas located in Tarrant County, Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns (hereinafter referred to as the "Registered Owner"), the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount from time to time remaining unpaid, at the rates per annum set forth in the table below, calculated on the basis of a 360-day year of twelve 30-day months. The unpaid principal of this Bond shall mature and shall be paid in the Principal Installments on the Payment Dates set forth in the table below:

Payment Date	Principal Installment ($)	Interest Rate (%)
9/01/2020		
9/01/2021		
9/01/2022		
9/01/2023		
9/01/2024		
9/01/2025		

THE PRINCIPAL OF AND INTEREST ON THIS BOND are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Bond on March 1, 2020 and on each September 1 and March 1 thereafter to the date of maturity. The last principal installment of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the principal office of [_____], which is the "Paying Agent/Registrar" for this Bond. The payment of all other principal installments of and interest on this Bond shall be made by the Paying

Agent/Registrar to the Registered Owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Bond Ordinance to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the fifteenth day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

ANY ACCRUED INTEREST due in connection with the final installment of principal of this Bond shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is dated October 15, 2019, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $1,875,000 for the public purpose of refunding certain outstanding obligations of the Issuer, and to pay the costs incurred in connection with the issuance of the Bond.

UPON THE PAYMENT OF the outstanding principal balance of this Bond, the Paying Agent/Registrar, shall record in the Payment Record appearing on this Bond the amount of such payment, the date said payment was made and the remaining unpaid principal balance of this Bond and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Bond Registration Books, and the Paying Agent/Registrar shall also record in the Bond Registration Books all payments of principal installments on such Bond when made on their respective due dates.

THIS BOND is issuable in the form of one fully-registered Bond without coupons in the denomination of $1,875,000. This Bond may be transferred or exchanged as provided in the Bond Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent/Registrar upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the Registered Owner or the Registered Owner's duly authorized attorney, and thereupon a new Bond of the same maturity and in the same aggregate principal amount shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Bond Ordinance, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent/Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Bond.

THIS BOND shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication shall have been executed by the Paying Agent/Registrar or the Comptroller's Registration Certificate hereon shall have been executed by the Texas Comptroller of Public Accounts.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Bond.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

(B) Form of Payment Record.

PAYMENT RECORD

Date of Payment	Principal Payment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer

(c) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

[_____]
[_____]
[_____]

By: _____
Authorized Representative

(d) Form of Assignment.

ASSIGNMENT
(*Please type or print clearly*)

For value received, the undersigned hereby sells, assigns and transfers unto:

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____
Please print or typewrite name and address, including zip code, of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(e) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO._____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

City of Saginaw

Meeting Date: 10/15/2019

Agenda Items: (6)

Staff Contact: Dolph Johnson
Asst. City Manager

E-mail: djohnson@saginawtx.org

Phone: 817-230-0325

SUBJECT:
Consideration and approval of contract to purchase real property located at 304 W. McLeroy Boulevard

---

BACKGROUND/DISCUSSION:
This item is for consideration and action on the purchase of real property to be discussed with Council in executive session prior to taking action.

FINANCIAL IMPACT:

RECOMMENDATION:

City of Saginaw

Meeting Date: 10/15/2019

Agenda Items: (7)

Staff Contact: Dolph Johnson
Asst. City Manager

E-mail: djohnson@saginawtx.org

Phone: 817-230-0325

SUBJECT:
Consideration and approval of contract to purchase real property located at 100 Amber Drive

---

BACKGROUND/DISCUSSION:
This item is for consideration and action on the purchase of real property to be discussed with Council in executive session prior to taking action.

FINANCIAL IMPACT:

RECOMMENDATION:

City of Saginaw

Meeting Date: 10/15/2019

Agenda Items: (8)

Staff Contact: Dolph Johnson
Asst. City Manager

E-mail: djohnson@saginawtx.org

Phone: 817-230-0325

SUBJECT:
Consideration and approval of contract to purchase real property located at 700 W. McLeroy Boulevard

---

BACKGROUND/DISCUSSION:
This item is for consideration and action on the purchase of real property to be discussed with Council in executive session prior to taking action.

FINANCIAL IMPACT:

RECOMMENDATION:

City of Saginaw

Meeting Date: 10/15/2019

Agenda Items: (9)

Staff Contact: Keith Rinehart
Director of Community Services

E-mail: krinehart@saginawtx.org

Phone: 817-230-0351

SUBJECT:
Consideration and Action to approve funds for "Art in the Community Program" Mural

BACKGROUND/DISCUSSION:
A few years ago, the Keep Saginaw Beautiful Committee (KSB) began a community-wide beautification project of wrapping the eight (now nine) traffic signal boxes throughout the city. This project added color and beauty to an otherwise uninteresting gray/silver traffic control box. This project has been well received from residents and the community alike.

Over time, the KSB has expanded their efforts for the fine artistic beautification of Saginaw by including the Texas Flag/Welcome Mural on Ardent Mills as well as several additional projects that are currently in the works. Most recently, the KSB Committee and staff met with Adam Davenport (https://www.davenportstudios.com/). Adam hails from Louisiana but now resides in the Austin area. He's well known for his versatility in realism and portraiture.

At the September 16, 2019 meeting, KSB deliberated and decided to paint a mural on the north side (southbound side) of the Northwest Plumbing Building. That plumbing building was once the home to the original Saginaw Texas Fire Station/Department. The KSB researched photos and selected this attached historic Fire Department photo as the idea behind this mural.

This item will be officially voted on at their upcoming Monday, October 14, 2019. This potential project could begin in November 2019 and would take up to 2 weeks to complete.

FINANCIAL IMPACT:
The financial impact will be $9,000.

RECOMMENDATION:
The Keep Saginaw Beautiful Committee is recommending the approval of $9,000 for Adam Davenport (professional artist) to paint a mural on the north side (southbound side) of the Northwest Plumbing Building.

ATTACHMENTS:

Description

Council Communique

City of Saginaw

Community Services Department
333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

From: Keith C. Rinehart, Director of Community Services

Date: City Council Meeting – October 15, 2019

PRESENTER:

Keith C. Rinehart, Director of Community Services

ITEM:

Consideration and action to approve funds for "Art in the Community Program" Mural

DISCUSSION:

A few years ago, the Keep Saginaw Beautiful Committee (KSB) began a community-wide beautification project of wrapping the eight (now nine) traffic signal boxes throughout the city. This project added color and beauty to an otherwise uninteresting gray/silver traffic control box. This project has been well received from residents and the community alike.

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This item will be officially voted on at their upcoming Monday, October 14, 2019. This potential project could begin in November 2019 and would take up to 2 weeks to complete.

FISCAL IMPACT:

The financial impact will be $9,000.

RECOMMENDATION

The Keep Saginaw Beautiful Committee is recommending the approval of $9,000 for Adam Davenport (professional artist) to paint a mural on the north side (southbound side) of the Northwest Plumbing Building.

ATTACHMENTS:

- Artist's Conceptualization of Mural

If you have any questions, please feel free to contact me at 817-230-0351.

Thank you,

Keith C. Rinehart

Director of Community Services
City of Saginaw

