

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, July 7, 2020

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--Rabbi Mordecai Griffin, Sar Shalom Synagogue

(3) Audience Participation--On the Video Screen

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

(a) Action regarding Minutes, June 16, 2020--Janice England, City Secretary

(b) Action regarding Approval of Agreement for the Furnishing, Installing and Maintenance of Traffic Signal Preemption Equipment--Rick Trice, P.E., Director of Public Works

(c) Action regarding Amendment to Funding Interlocal Agreement for

Bailey Boswell Road Overpass with Tarrant County--Rick Trice, P.E.,
Director of Public Works

- (d) Action regarding an Agreement with CMJ Engineering, Inc. for Geotechnical Engineering Services for Summer 2020 Street Improvements--Rick Trice, P.E., Director of Public Works
 - (e) Action regarding Appraisal Services with Tom Kyser, Real Estate Appraiser--Rick Trice, P.E., Director of Public Works
 - (f) Action regarding a Proposed 16" Waterline Pipeline Crossing Agreement with Union Pacific Railroad--Rick Trice, P.E., Director of Public Works
 - (g) Action regarding an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (KHA) for New Sidewalk Construction in 215-500 blocks of Bluebonnet Street (46th Year CDBG Project)--Rick Trice, P.E., Director of Public Works
 - (h) Action regarding Capital Improvements Advisory Committee (CIAC) recommendation regarding Land Use Assumptions and Impact Fees--Rick Trice, P.E., Director of Public Works
- (5) Consideration and Action regarding Acceptance of Special Warranty Deed for Parkland in Basswood Crossing, Phases 1, 2 and 3--Rick Trice, P.E., Director of Public Works
- (6) Discussion of Tarrant County Face Mask Order--Bryn Meredith, City Attorney
- (7) FY20/21 Budget Workshop--Kim Quin, Finance Director
- (8) 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
- (9) Adjournment--Todd Flippo, Mayor**



City of Saginaw

Meeting Date: 7/7/2020

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, June 16, 2020

BACKGROUND/DISCUSSION:

The minutes of the June 16th City Council Meeting are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes 6-16-2020

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
JUNE 16, 2020**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Charles Beasley
Councilmember	Patrick Farr
Councilmember	Charles Tucker
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Manager	Gabe Reaume
Finance Director	Kim Quin
City Secretary	Janice England
Director of Public Works	Rick Trice, P.E.
Director of Comm. & Eco. Dev.	Keith Rinehart
Director of Human Resources	Melanie McManus
Police Officer	Joshua Bianco

Absent from the meeting:

City Engineer	Andrew Simonsen, P.E.
Councilmember	Cindy Bighorse
Asst. City Manager	Dolph Johnson
Police Chief	Lee Howell
Fire Chief	Doug Spears
Library Director	Ellen Ritchie

Visitors at the meeting:

Dorothy Parks	Mark McLiney
Gary DeVries	Rabbi Griffin
Michael Clark	Don Karpenko
Donna Karpenko	

(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

Rabbi Mordecai Griffin of Sar Shalom Synagogue gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Approval of Minutes, June 2, 2020

b. Action regarding Funding of Signage and Activities associated with the Saginaw Switch Yard Food Trucks and Market Grand Opening

Summary: The Saginaw Switch Yard Food Trucks and Market is scheduled for a soft opening on Saturday, June 20th and a Grand Opening on Saturday, July 4th. At its June 8, 2020 meeting, the Advisory Recreation and Parks Board considered permanent and temporary signage for the facility. The Board reviewed and recommended a plan prepared by Willow Creek Signs at a cost of \$4,885. The Board also recommended a budget of \$500 to secure a temporary sign for the soft opening. In addition to the signage, the Board considered activities for the Grand Opening. The activities include a presentation of the flag by the Saginaw Police and Fire Department Honor Guard; a dog costume contest to be judged by the Board Members; a D.J.; and an outdoor movie. The total cost will be limited to \$2,000. The agenda for the Grand Opening will be coordinated with Community Link who is managing the Farmer's Mark portion of the facility. Funds are available in the Parks Donation Fund to cover these expenses.

c. Action regarding Authorization of an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for 2020 Water Impact Update

Summary: Approximately every five years the City updates its Water Impact Fee Study. Water impact fees are collected during the development process based on the development's impact on the water system. The fees are used to fund "system wide" water projects. These projects are typically large projects such as water storage facilities, pump stations, and larger diameter water lines which distribute water city wide. The final deliverable will be a Water Impact Fee Report that will include the identified water service area; narrative of the methodology used; impact fee calculations; Water Impact Fee Capital Improvement Program and associated exhibits. Kimley-Horn and Associates proposes to perform the 2020 Water Impact Fee Update for a lump sum fee of \$15,500. Funds are available in the Enterprise Fund Balance.

d. Action regarding Building Improvement Grant Agreement with DBE Realty Investments LTD (125 S. Belmont St.)

Summary: On Tuesday, May 19, 2020, the City Council heard information in Executive Session pertaining to the specifics of a Building Improvement Grant (BIG) Program application submitted during May by DBE Realty Investments LTD in regards to the property at 125 S. Belmont St. The City Council determined in that session to award an amount not-to-exceed \$2,000 in reimbursable, and matching dollars for the anticipated improvements as proposed on their application. The proposed agreement is the realization of that intention. Funds are available in the Economic Development Budget, Account 01-6142-13, Building Improvement Grants.

e. Action regarding Resolution No. 2020-15, Designating the Officer or Employee responsible for complying with Section 26.04 of the Texas Tax Code for the City of Saginaw

Summary: Recent changes to the Tax Code require an officer or employee of the City to provide certain tax rate information to the appraisal district. The Tarrant Appraisal District is requesting that each taxing entity designate a responsible party. Resolution No. 2020-15 designates the Finance Director as the responsible party for the City of Saginaw.

f. Action regarding Disposal of City Surplus Items and Agreement with Tommy Lutes Auctioneers for Auction of City Surplus Items

Summary: Periodically the City disposes of surplus items that are either no longer used, are broken, or have been deemed past their useful life. The last auction of surplus items was held in 2019. Staff has provided a list briefly describing the items to be put up for auction. For many years, the City has used the services of Tommy Lutes Auctioneers to dispose of the surplus items. They provide auction services for many local municipalities. Staff recommends approval of the list of surplus items and also approval of the agreement with Tommy Lutes Auctioneers to provide auction services. The costs of the auction will be covered by the proceeds of the items sold.

Mayor Flippo stated that Item 4d will be pulled from the Consent Agenda for consideration.

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve Items 4a, 4b, 4c, 4e, and 4f of the Consent Agenda as presented. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

d. Action regarding Building Improvement Grant Agreement with DBE Realty Investments LTD (125 S. Belmont St.)

There was a brief discussion regarding the proposed agreement.

Motion was made by Councilmember Copeland with a second by Councilmember Tucker to approve Item 4d of the Consent Agenda. Motion carried. 4-1-1-1

For: Mayor Flippo, Councilmembers Beasley, Tucker, and Copeland

Against: Mayor Pro-Tem Junkersfeld

Abstain: Councilmember Farr

Absent: Councilmember Bighorse

(5) Update on Retail Recruitment Efforts

Mr. Farmer had not arrived at this point in the meeting so the Council concurred to return to this item after his arrival.

(6) PUBLIC HEARING—Consideration and Action regarding a Recommendation from the Planning and Zoning Commission for Approval of a change in zoning classification on, and amending the Comprehensive Land Use Plan with relation to, approximately 76.613 acres of land out of the J. Walker Survey, Abstract 1602, Tracts 3C and 3E, and the J.A. Bradford Survey, Abstract 183, Tracts 1K and 1, located at the Northwest corner of Blue Mound Road (Hwy. 156) and East McLeroy Boulevard, from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC) (22.308 acres), Multi Family (MF2) (44.993 acres) and Light Industrial (LI) (7.311 acres) (Ordinance No. 2020-12)

Mayor Flippo declared the public hearing opened at 6:05 p.m. Dorothy Parks of Provident Realty Advisors gave a brief presentation regarding the proposed zoning. Mayor Flippo called for any public input. There was none. Mayor Flippo declared the public hearing closed at 6:19 p.m.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Beasley to approve the recommendation from the Planning and Zoning Commission for approval a change in zoning classification on, and

amending the Comprehensive Land Use Plan with relation to, approximately 76.613 acres of land out of the J. Walker Survey, Abstract 1602, Tracts 3C and 3E, and the J.A. Bradford Survey, Abstract 183, Tracts 1K and 1, located at the Northwest corner of Blue Mound Road (Hwy. 156) and East McLeRoy Boulevard, from Community Commercial (CC) and Multi Family (MF1) to Community Commercial (CC) (22.308 acres), Multi Family (MF2) (44.993 acres) and Light Industrial (LI) (7.311 acres) (Ordinance No. 2020-12). Motion carried unanimously. 6-0-0-1

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley, Farr, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

The Council then returned to Item 5.

(5) Update on Retail Recruitment Efforts

Mr. Aaron Farmer of The Retail Coach gave a presentation including Phase 2 COVID-19 Retail Impact Analysis and a Retail Recruitment Update.

(7) Consideration and Action to approve funds for “Art in the Community Program” Mural in Highland Station Park

Motion was made by Councilmember Tucker with a second by Mayor Pro-Tem Junkersfeld to approve the recommendation from the Keep Saginaw Beautiful Committee to approve funds for the “Art in the Community Program” Mural in Highland Station Park at a cost of \$750. Motion carried unanimously. 6-0-0-1

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley, Farr, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

(8) Consideration and Action regarding Resolution No. 2020-16, Directing Publication of Notice of Intention to issue combination tax and revenue certificates of obligation; and resolving other matters related to the subject

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Junkersfeld to approve Resolution No. 2020-16, directing staff to proceed with publication of the Notice of Intention to issue combination tax and revenue certificates of obligation; and resolving other matters related to the subject. Motion carried unanimously. 6-0-0-1

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley, Farr, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

- (9) Consideration and Action regarding a Chapter 380 Economic Development Agreement with CFJ Manufacturing, L.P. for the property located at 716 S. Saginaw Blvd.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve the Chapter 380 Economic Development Agreement with CFJ Manufacturing, L.P. for the property located at 716 S. Saginaw Blvd. Motion carried. 5-0-1-1

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld,
Councilmembers Farr, Tucker, and Copeland

Against: None

Abstain: Councilmember Beasley

Absent: Councilmember Bighorse

- (10) Consideration and Action regarding a Contract with Burleson Demolition for the Demolition and Removal of the existing Car Wash Facility at 716 S. Saginaw Blvd.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Farr to approve the contract with Burleson Demolition for the demolition and removal of the existing Car Wash Facility at 716 S. Saginaw Blvd. Motion carried. 5-0-1-1

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld,
Councilmembers Farr, Tucker, and Copeland

Against: None

Abstain: Councilmember Beasley

Absent: Councilmember Bighorse

- (11) Consideration and Action on Contract with BRW Architects for Central Fire Station Design

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Junkersfeld to approve the contract with BRW Architects for the central fire station design. Motion carried unanimously. 6-0-0-1

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley
Farr, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

- (12) Consideration and Action regarding Board Appointments: a. Advisory Recreation and Parks Board; b. Animal Shelter Advisory Committee; c. Board of Adjustments; d. Capital Improvements Advisory Committee; e. Planning and Zoning Commission

a. Advisory Recreation and Parks Board

Motion was made by Councilmember Farr with a second by Councilmember Beasley to accept the resignations of Nathan Weinstock, Place 3, and Christopher Gonzales, 2nd Alternate; to reappoint Janelle Young to Place 2, Russell Jolly to Place 4, and Ronda Nyberg to Place 6; to move Brandi Coble from 1st Alternate to Place 3; and appoint Thomas Weaver to 1st Alternate on the Advisory Recreation and Parks Board. Motion carried unanimously. 6-0-0-1

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley
Farr, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

b. Animal Shelter Advisory Committee

Motion was made Mayor Pro-Tem Junkersfeld with a second by Councilmember Beasley to reappoint Leo Moore to Place 2, Jose Wheeland to Place 4, and Norma Adamski to 2nd Alternate on the Animal Shelter Advisory Committee. Motion carried unanimously. 6-0-0-1

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley
Farr, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

c. Board of Adjustment

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Beasley to accept the resignation of Cindy Sulsar, Place 4; to reappoint Bobby Grayson to Place 2; move James Burgdorf from 1st Alternate to Place 4; and move Mike Colegrove from 2nd Alternate to 1st Alternate on the Board of Adjustment. Motion carried unanimously. 6-0-0-1

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley
Farr, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

d. Capital Improvements Advisory Committee

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Farr to accept the resignations of Bob Bates, Place 2 and Sharon Vickers, Place 4; to appoint Trey Harper to Place 2 and appoint Crystal Amador to Place 3 on the Capital Improvements Advisory Committee. Motion carried unanimously. 6-0-0-1

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley
Farr, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

e. Planning and Zoning Commission

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Copeland to reappoint Kenneth Haney to Place 1, Matthew Lewis to Place 3, Jason LaBruyere to Place 5, and Randy Villareal to 2nd Alternate on the Planning and Zoning Commission. Motion carried unanimously. 6-0-0-1

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley
Farr, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to appoint Kathryn Johnson to 2nd Alternate on the Advisory Recreation and Parks Board; and to appoint Steve Smiley to 2nd Alternate on the Board of Adjustment. Motion carried unanimously. 6-0-0-1

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley
Farr, Tucker, and Copeland

Against: None

Abstain: None

Absent: Councilmember Bighorse

(13) Executive Session

1 § 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when

the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- a. Any Posted Item
- b. Willow Creek Station Playground Project

1 § 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. Application for Chapter 380 Agreement—Southwest Corner of S. Saginaw Blvd. and Palomino Dr.

Mayor Flippo declared the meeting recessed into Executive Session at 7:39 p.m.

Mayor Flippo declared the meeting back in Regular Session at 8:28 p.m.

(14) Adjournment

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to adjourn the meeting. Motion carried unanimously. 6-0-0-1

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

Against: None

Abstain: None

Absent: Councilmember Bighorse

Mayor Flippo declared the City Council Meeting of June 16, 2020 adjourned at 8:28 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 7/7/2020

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

Agenda Items: (4)(b)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action Regarding Approval of Agreement for the Furnishing, Installing and Maintenance of Traffic Signal Preemption Equipment

BACKGROUND/DISCUSSION:

The Texas Department of Transportation (TxDOT) is moving toward shifting responsibility for signal preemption equipment on State Highway System signals to cities. Opticom systems are used to change signals to green allowing emergency vehicles to have the right-of-way during a response. The proposed agreement was precipitated during TxDOT's review of the proposed signal at Saginaw Square Boulevard and Saginaw Boulevard (Bus. 287) on the city's north side.

There are eight (8) signals included within the corridor:

- Bus. 287 (Saginaw Blvd.) at McLeroy
- Bus. 287 (Saginaw Blvd.) at Park Center
- Bus. 287 (Saginaw Blvd.) at Franklin
- Bus. 287 (Saginaw Blvd.) at Minton
- Bus. 287 (Saginaw Blvd.) at Palomino
- Bus. 287 (Saginaw Blvd.) at WJ Boaz
- Bus. 287 (Saginaw Blvd.) at Saginaw Square

The City would be responsible for operation, maintenance, replacement of the existing opticom systems under the agreement.

FINANCIAL IMPACT:

N.A.

RECOMMENDATION:

It is recommended that the City Council authorize the execution of the Agreement for the Furnishing, Installing

and Maintenance of Traffic Signal Preemption Equipment with TxDOT.

ATTACHMENTS:

Description

TxDOT Agreement

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AGREEMENT FOR THE FURNISHING, INSTALLING AND
MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of Saginaw, hereinafter called the "City", acting by and through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways and roadways in the City of Saginaw pursuant to Transportation Code, Section 201.103; and

WHEREAS, the City or its contractor has requested to install emergency vehicle preemption systems at the locations listed on Exhibit A;

WHEREAS, the State and the City are in agreement that the proposed systems will be installed;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective on final execution by the State and shall remain in effect as long as said traffic signal preemption equipment is in operation at the described locations.

ARTICLE 2. TERMINATION

This agreement may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the City or its contractor as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this agreement, with proper allowances being made for circumstances beyond the control of the City or its contractor;
- 3) By either party upon thirty (30) days written notice to the other.

ARTICLE 3. COMPENSATION

No compensation shall be paid for this agreement.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

- A.** The City or its contractor will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or its contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.
- B.** No reimbursement shall be paid for any materials supplied by the City or its contractor. All materials shall be new and undepreciated stock.

- C. Any necessary changes to the existing signal required to install the preemption system will be at the City's expense.
- D. If it becomes necessary to adjust, replace or reinstall the preemption system due to reconstruction of the intersection or upgrading of the signals, it shall be done by the City at City expense.

ARTICLE 5. INSPECTION OF WORK

- A. The State shall make suitable and complete inspection of all materials, and equipment, and the work of installation to determine and permit certification that the components meet all applicable requirements and are in suitable condition for operation and maintenance by the City or its contractor after its completion. All components of the system will be subject to random testing and inspections by the State.
- B. The City or its contractor will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on initial and random inspections of all materials and application methods; sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the State standards and specifications. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents. State shall not be held responsible for the operation (or non-operation) of the preempt equipment, or for any effect it may have on emergency vehicle response.

ARTICLE 7. DE-ACTIVATION OF THE PREEMPT SYSTEM

The State reserves the right to disconnect the preempt system from the traffic signals should any problem arise affecting the State including that the State has determined that the preemption is being abused. The State will notify the appropriate City office of the de-activation of the preempt system. Upon correction of the problem the preempt system would be re-connected.

ARTICLE 8. PREEMPTION INSTALLATION REQUIREMENTS

The City or its contractor shall furnish and install an aluminum lockable cabinet for the preemption system equipment. The preemption cabinet shall be attached to the State's traffic signal cabinet by means of a two (2) inch Myer's hub supplied by the City or its contractor. The City or its contractor will furnish and install a Cannon type disconnect plug between the State's traffic signal cabinet and the preemption cabinet. The State will furnish 120 volts AC power to the preemption cabinet for all auxiliary equipment. All transformation of power shall take place within the preemption cabinet. The State will allow the preemption equipment to monitor all outgoing green traffic signal indications. The preemption equipment will supply a maximum of four preemption inputs.

ARTICLE 9. REPORTS

Upon written request, the City will be required to supply the State with a list of preemptions. The list shall show date, time, intersection, direction, and duration of each preemption and vehicle identification information of the emergency vehicle requesting each preemption. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

ARTICLE 10. REMEDIES

Violation or breach of contract terms by the City or its contractor shall be grounds for termination of the agreement, and any increased cost arising from the City or its contractor's default, breach of contract, or violation of terms shall be paid for by the City or its contractor. This agreement shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

If at any time, the City or its contractor fails to assume the maintenance and operations responsibilities for the preemption systems in a satisfactory manner as determined by the State, the State reserves the right to arrange for maintenance and operations at the expense of the City or its contractor. The State shall contact the appropriate City authority prior to the arrangement for alternative maintenance.

ARTICLE 11. INSURANCE

The City shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the preemption equipment, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right-of-way, the City's construction contractor shall submit to the State a fully executed copy of the State's form 1560 Certificate of Insurance and shall maintain the required coverage during the construction of all work associated with this agreement.

ARTICLE 12. SUBLETTING

The City or its contractor shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event the City or its contractor enters into subcontracts, the subcontractors must adhere to the provisions of this agreement.

ARTICLE 13. SUCCESSORS AND ASSIGNS

The City or its contractor shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

ARTICLE 14. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 15. INSPECTION OF CITY'S BOOKS AND RECORDS

- A.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
- B.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 16. NOTICES

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
City of Saginaw 333 W. McLeroy Blvd. Saginaw, Texas 76179	Texas Department of Transportation 125 E. 11 th St. Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 17. GOVERNING LAWS AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

ARTICLE 18. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting within the subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF SAGINAW

Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____

Fort Worth District Engineer

Attachment No. 1 to AGREEMENT FOR THE FURNISHING, INSTALLING AND MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT

Exhibit 1 - List of Signalized intersections for preemption

Exhibit 1(A)- Maps of Signalized intersections for preemption

EXHIBIT 1

Signalized intersections on State Highways located in the City of Saginaw

BS 287 (Saginaw Blvd) at McLeroy Blvd.

BS 287 (Saginaw Blvd) at Park Center Blvd.

BS 287 (Saginaw Blvd) at Franklin Ave.

BS 287 (Saginaw Blvd) at Minton Rd

BS 287 (Saginaw Blvd) at Palomino Dr.

BS 287 (Saginaw Blvd) at WJ Boaz Rd.

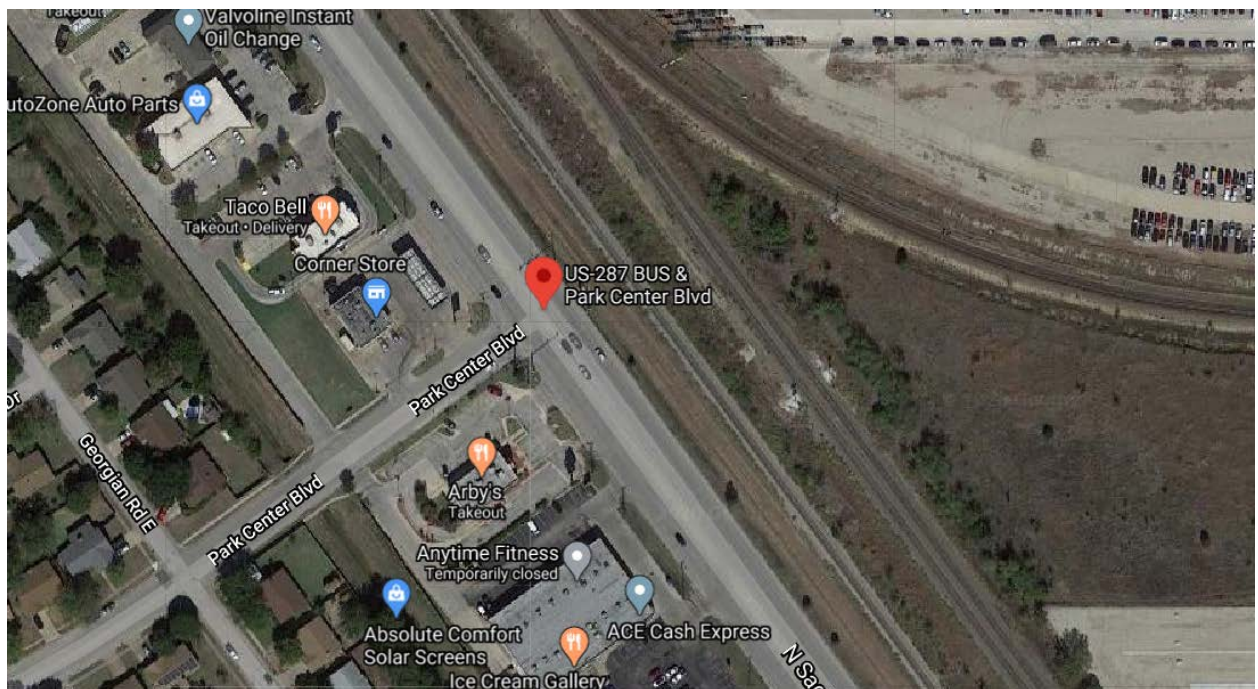
BS 287 (Saginaw Blvd) at Saginaw Square Blvd. *Soon to be under construction

EXHIBIT 1 (A)

Signalized intersections on State Highways located in the City of Saginaw



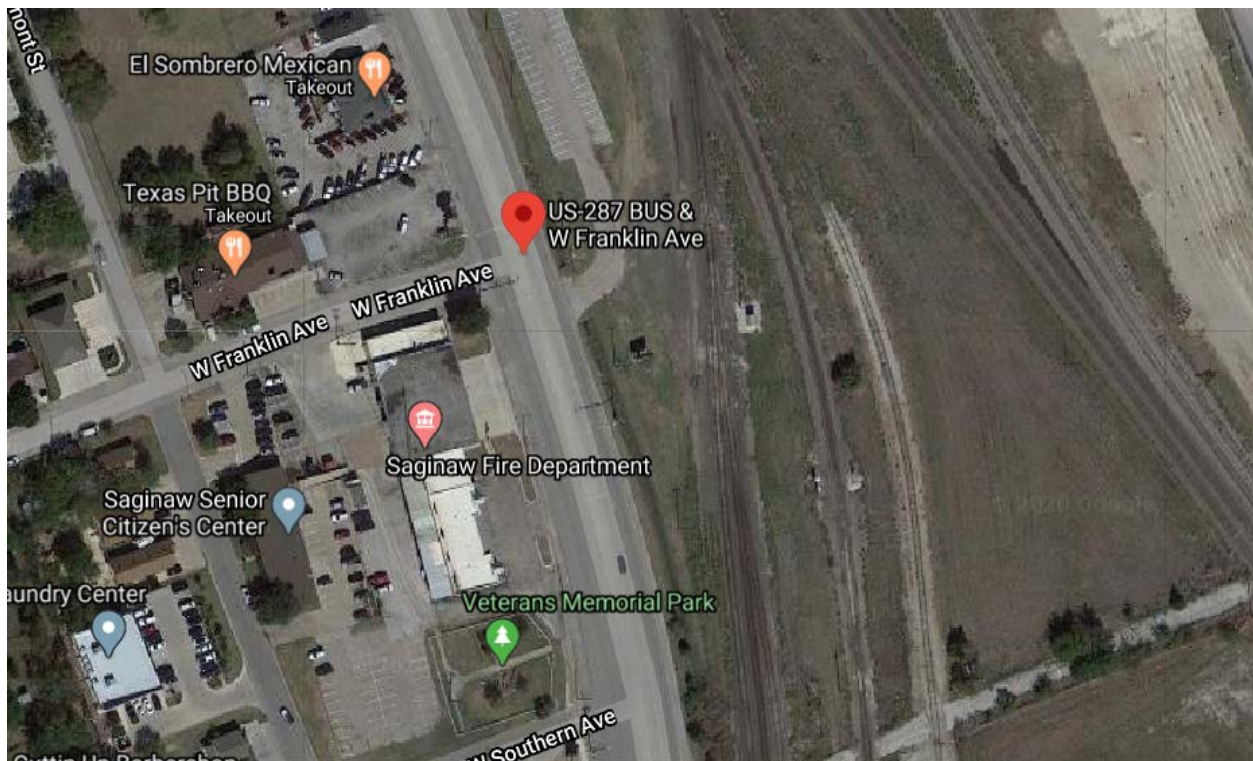
Business 287 (Saginaw Blvd) at McLeroy Blvd.



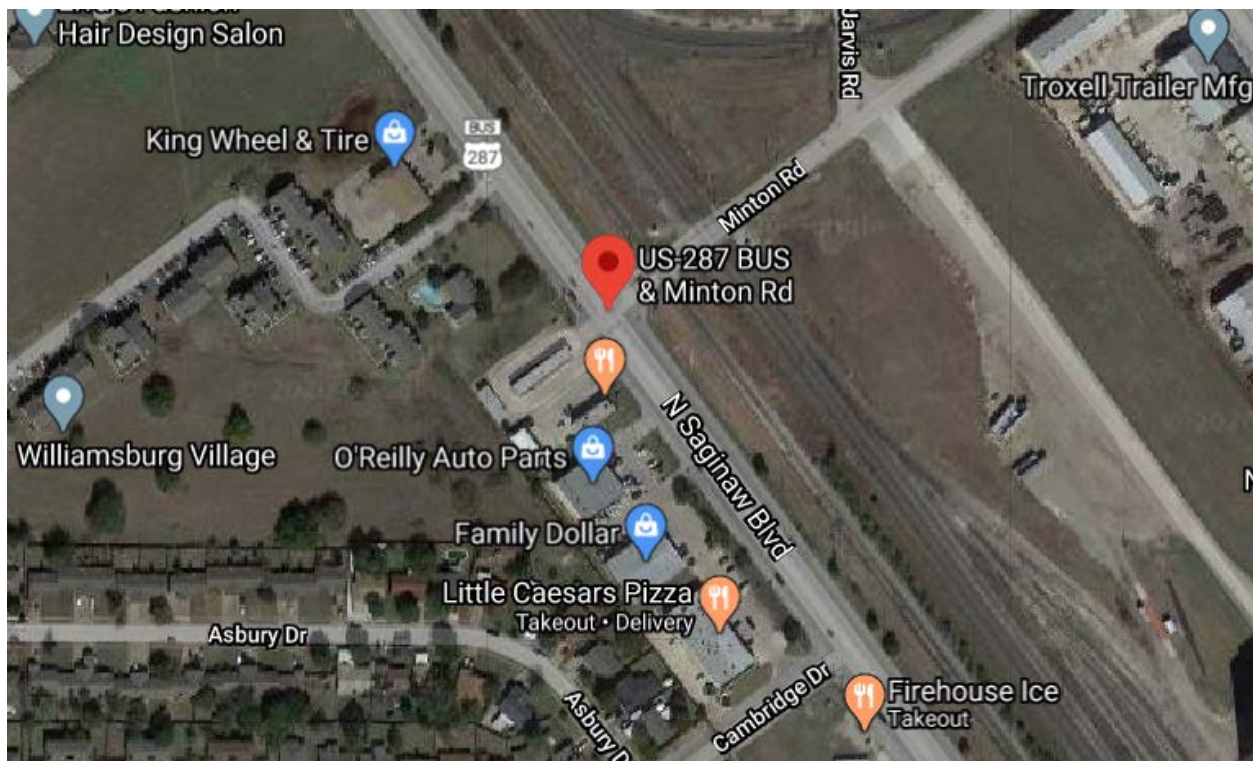
Business 287 (Saginaw Blvd) at Park Center Blvd.

EXHIBIT 1 (A)

Signalized intersections on State Highways located in the City of Saginaw



Business 287 (Saginaw Blvd) at W. Franklin Ave.



Business 287 (Saginaw Blvd) at Minton Rd.

EXHIBIT 1 (A)

Signalized intersections on State Highways located in the City of Saginaw



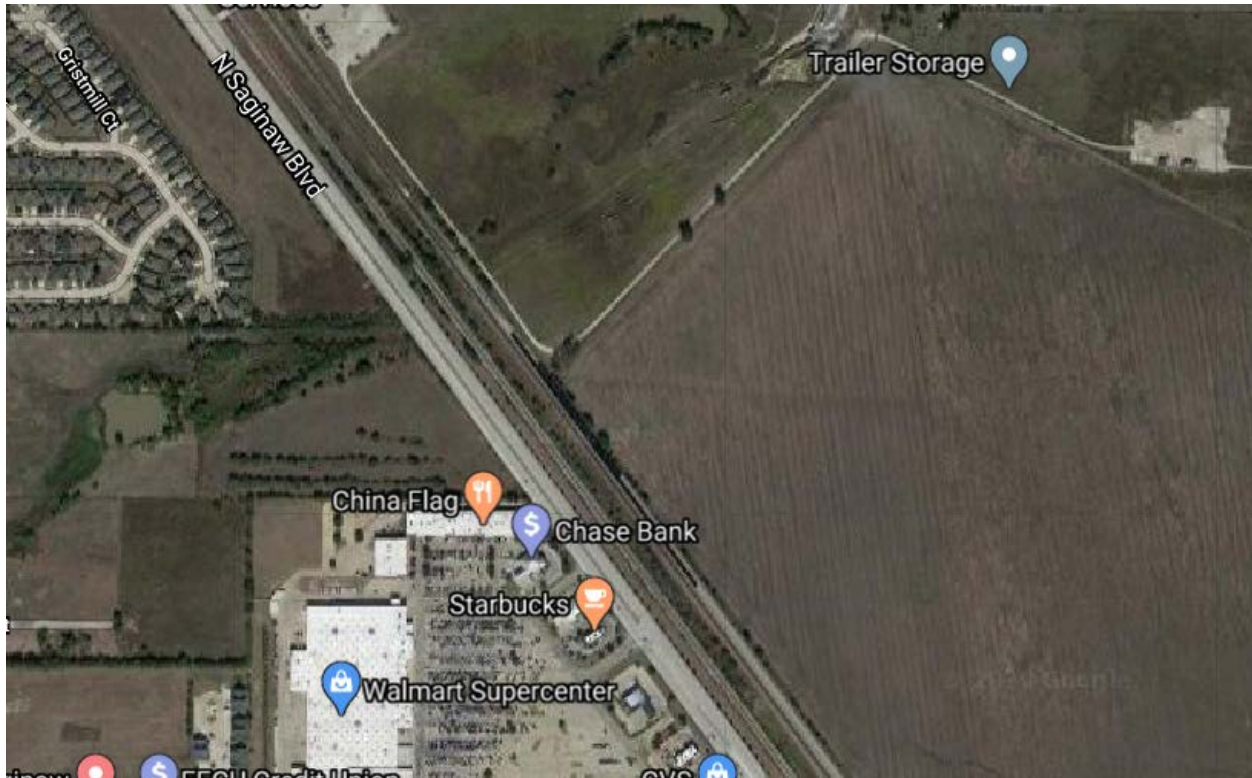
Business 287 (Saginaw Blvd) at Palomino Dr.



Business 287 (Saginaw Blvd) at WJ Boaz Rd.

EXHIBIT 1 (A)

Signalized intersections on State Highways located in the City of Saginaw



Business 287 (Saginaw Blvd) at Saginaw Square Blvd

*Soon to be under construction



City of Saginaw

Meeting Date: 7/7/2020

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

Agenda Items: (4)(c)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action Regarding Amendment to Funding Interlocal Agreement for Bailey Boswell Road Overpass with Tarrant County

BACKGROUND/DISCUSSION:

The Amendment to Funding Interlocal Agreement for Bailey Boswell Road Overpass with Tarrant County amends our existing agreement first approved in March, 2014. The agreement provides for cost sharing by the County for the Bailey Boswell Road Overpass (Overpass).

The agreement has been renewed several times with the latest, including an amendment occurring in January, 2019. The 2019 amendment allowed a reimbursement by the County of up to \$5,500,000 in eligible construction costs.

The agreement has been amended so that Tarrant County will now reimburse the City up to \$6,500,000 in eligible construction cost and inspection costs including the City's inspection consultant, BNSF, Union Pacific, and the Texas Department of Transportation (TxDOT). Reimbursement will be made on a 50-50 basis.

The County's proposed payment schedule, subject to change, is as follows:

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2019	\$	\$	\$	\$
2020	\$	\$	\$1,000,000	\$1,000,000
2021	\$1,000,000	\$1,000,000	\$1,000,000	\$500,000
2022	\$500,000	\$500,000	\$	\$
2023	\$	\$	\$	\$

The agreement has an expiration date of September 30, 2022.

FINANCIAL IMPACT:

The financial impact will be the reimbursement of up to \$6,500,000 for the Bailey-Boswell Overpass project until September 30, 2022 unless the expiration is extended by amendment.

September 30, 2022 unless the expiration is extended by amendment.

RECOMMENDATION:

Staff recommends approval of the Amendment to Funding Interlocal Agreement for Bailey Boswell Road Overpass with Tarrant County.

ATTACHMENTS:

Description

Tarrant County ILA

STATE OF TEXAS § Amendment to Funding Interlocal Agreement
§ for Bailey Boswell Road Overpass
COUNTY OF TARRANT § Construction Phase

BACKGROUND

1. Tarrant County ("COUNTY") and the City of Saginaw ("CITY") entered into an Interlocal Agreement (ILA) approved by Tarrant County Commissioners Court Order No. 117448 for the financial support of up to \$5,500,000 through the 2006 Transportation Bond Program of the construction phase for the Bailey Boswell Road Overpass of Business 287 and the BNSF and Union Pacific railroad lines ("Project").
2. The COUNTY and the CITY desire to amend this ILA to provide additional financial support of up to \$1,000,000 through the 2006 Tarrant County Transportation Bond Program for the construction phase of this Project.

Therefore, the COUNTY and the CITY agree to the following:

3. Section III (Term) is amended to read as follows:

This ILA will expire on September 30, 2022 or upon completion of the Project as determined by the COUNTY, whichever occurs sooner.

4. Section IV (Cost) is amended to read as follows:

The COUNTY reimbursement shall be 50% of eligible construction costs paid by the CITY for up to \$6,500,000. Eligible construction costs may include inspection costs by the CITY's inspection consultant, BNSF, Union Pacific, and the Texas Department of Transportation (TxDOT). Attachment A incorporated into this ILA sets forth the funding schedule for this reimbursement. However, in the event that the construction schedule is delayed, the COUNTY is excused from reimbursing the CITY until the commencement of the construction phase of the Project as reasonably determined by the COUNTY. Any reimbursement request from the CITY must include: A) a copy of the contractor's invoice; B) the contractor's progress report or a copy of the latest project schedule; C) a copy of the check or a certification letter or other documentation of the CITY's payment to the contractor; and D) a copy of the check or a certification letter or other documentation of the CITY's payment to the CITY's inspection consultant, BNSF, Union Pacific, or TxDOT for any construction inspection costs, including the identification of the number of inspection hours and the hourly rate for the inspectors.

The CITY understands that the CITY will be responsible for any other expenses incurred by the CITY in performing the services under this ILA.

5. Except as amended above, this ILA remains in full force and effect.

APPROVED on this day, the _____ day of _____, 2020, by
Tarrant County.

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

CITY OF SAGINAW

County Judge

Mayor

Commissioner – Precinct 4

APPROVED AS TO FORM:

APPROVED AS TO FORM AND CONTENT:

Criminal District Attorney's Office*

City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF
\$_____ as follows:***

Fiscal year ending September 30, 2020 \$1,000,000

Fiscal year ending September 30, 2021 \$4,000,000

Fiscal year ending September 30, 2022 \$1,500,000

\$6,500,000**

Auditor's Office

** Project is funded with Precinct 4 discretionary bond funds.

ATTACHMENT A

Project Information

City: City of Saginaw
Project Name: Bailey Boswell Road Overpass

Proposed Project Schedule

	Start Date	Duration (mo)	End Date *
Design:	-	-	-
ROW Acquisition:	-	-	-
Utility Relocation:	-	-	-
Construction:	Jul-2020	24	Jun-2022

* COUNTY payments for the construction phase are contingent upon the COUNTY'S reasonable determination that the work regarding this phase has been completed.

Proposed County Payment by Phase

Design:	\$0
ROW Acquisition:	\$0
Utility Relocation:	\$0
Construction:	<u>\$6,500,000</u>
TOTAL:	\$6,500,000**

** Project funded with Precinct 4 discretionary bond funds

Proposed County Payment by Calendar Quarter (SUBJECT TO CHANGE)

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
2019	\$	\$	\$	\$
2020	\$	\$	\$1,000,000	\$1,000,000
2021	\$1,000,000	\$1,000,000	\$1,000,000	\$500,000
2022	\$500,000	\$500,000	\$	\$
2023	\$	\$	\$	\$



City of Saginaw

Meeting Date: 7/7/2020

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

Agenda Items: (4)(d)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action Regarding an Agreement with CMJ Engineering, Inc. for Geotechnical Engineering Services for Summer 2020 Street Improvements.

BACKGROUND/DISCUSSION:

On May 19, 2020, the City Council authorized a contract with Nu-Way Construction, LLC for the McLeroy Boulevard Curb and Gutter Replacement project. Staff will be bringing an Inter-Local Agreement with Tarrant County to reconstruct E. McLeroy Boulevard between the new curb and gutter using street maintenance funds.

In addition to E. McLeroy staff will be programming pavement replacement on portions of Minton Avenue and E. Industrial Avenue. The proposed contract will provide an evaluation of the subgrade and provide recommendations on subgrade treatment and pavement design guidelines. The information obtained will be used to prepare the specifications and pavement details for the work.

FINANCIAL IMPACT:

The Financial Impact is \$21,500. Funds are available in the Street Maintenance Fund.

RECOMMENDATION:

It is recommended that the City Council approve an agreement with CMJ Engineering, Inc. in the amount of \$21,500 for Geotechnical Engineering Services for Summer 2020 Street Improvements.

ATTACHMENTS:

Description

CMJ Agreement

Estimate No. 20-7719 (R2)
June 23, 2020

City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

Attn: Mr. Rick Trice, P.E.

**ESTIMATE FOR:
GEOTECHNICAL ENGINEERING SERVICES
SUMMER 2020 STREET IMPROVEMENTS
SAGINAW, TEXAS**

Dear Mr. Trice:

INTRODUCTION

CMJ Engineering, Inc. (CMJ) is pleased to submit an estimate for providing geotechnical engineering services in conjunction with the above-referenced project. We prepared this estimate based on an email from Mr. Trenton Tidwell with Kimley Horn and on the preliminary scope submitted to this office. CMJ understands that we have been selected for this project based solely on our qualifications. Further, we understand that the City of Saginaw is negotiating scope and fee exclusively with CMJ at this time.

The project, as currently planned, will consist of the following street improvements in Saginaw, Texas.

- Mill and overlay of E. McLeroy Boulevard between Burlington Road and FM 156
- Reconstruction of E. McLeroy Boulevard in the vicinity of Business 287
- Reconstruction of Minton Road in the vicinity of Business 287
- Reconstruction of E. Industrial Avenue in the vicinity of FM 156

For purposes of this estimate, it is assumed that all borings are accessible to truck-mounted drilling equipment. In addition, it is assumed that no underground utilities exist at boring locations.

SCOPE OF SERVICES

I. BASIC SERVICES

A. SUBSURFACE EXPLORATION

Experienced drillers and technicians will evaluate subsurface conditions with a total of ten (10) sample borings drilled to a depth of 10 feet below existing grades.

The field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

CMJ's personnel will stake the boring locations using normal taping procedures. Approximate locations of the borings will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided as Additional Services upon request. At the completion of drilling operations, boreholes will be backfilled with sand and patched with asphalt or concrete as appropriate.

B. LABORATORY SERVICES

Considering the planned facilities, anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification
- liquid and plastic limit determinations
- percent passing the No. 200 sieve
- unconfined compression tests on soil
- unit weight determinations
- absorption pressure and/or one-point pressure swell tests
- Eades and Grim lime series tests
- soluble sulfates

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

C. ENGINEERING SERVICES

An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide two copies of the report and an electronic copy. The report will address:

- general soil and ground-water conditions
- recommendations for pavement subgrade stabilization type, depth and concentration
- comments on the presence of sulfates and remedial measures as required
- guidelines for pavement design
- an evaluation of the swell characteristics of the subgrade soils
- earthwork recommendations

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services. Additional Services are described in Section II.

D. COMPENSATION FOR BASIC SERVICES

It is proposed that the Basic Services described above be performed on a unit price basis, in accordance with the attached Basic Services Cost Estimate. Based on the anticipated scope and the attached Basic Services Cost Estimate, the total cost of the Basic Services should be on the order of \$21,400 to \$21,500. For budget purposes, a maximum cost of \$21,500 is recommended. This cost for Basic Services will not be exceeded without prior authorization.

The estimated costs shown in this estimate are based on the anticipated soil conditions. The final invoice will be based on the specific quantities drilled and tested. If unanticipated conditions are encountered during drilling, we will notify you accordingly.

E. SCHEDULE FOR BASIC SERVICES

Weather permitting, we plan to initiate these studies within ten days of receipt of notice to proceed, and anticipate that one to two working days will be required to complete the subsurface exploration for the site (weather conditions permitting). You will receive the final report approximately four weeks following the completion of the field phase.

II. ADDITIONAL SERVICES

A. AUTHORIZATION AND SCOPE

Additional Services will be performed only if specifically requested and authorized by Client. Additional Services may consist of the following:

- Additional subsurface exploration, including quantities or items other than described in Basic Services.
- Bulldozer or other equipment services required to achieve access to boring locations.
- Stand-by time or time in excess of one-half hour required for travel between boring locations.
- Additional laboratory services, including quantities or items other than described in Basic Services.
- Additional insurance coverage or limits (if available) other than CMJ's standard policies.
- Additional engineering services, including personnel time and expenses for items not specifically described in Basic Services. This may include, but is not limited to, additional meetings requested by Client or Client's other consultants, assistance to Client in dealing with regulatory agencies, preparation and engineering assistance in legal proceedings, and evaluation of alternative designs for the project or relocation of structure, following initial submittal of the geotechnical report.
- Additional copies of the report, other than the number described in Basic Services.
- Any other required or requested services authorized by Client, other than those specifically described in Basic Services.

B. COMPENSATION AND SCHEDULE FOR ADDITIONAL SERVICES

Additional Services, when authorized by Client, will be in accordance with our Schedule of Fees. Additional Services will be performed at reasonable times and within reasonable schedules as requested by Client. Authorized Additional Services will be billed as a separate item on invoices and a description of the Additional Services will be provided.

III. TERMS AND CONDITIONS

The scope of services will be performed pursuant to the master subcontract agreement with Kimley-Horn and Associates, Inc. Thank you for the opportunity to present this estimate. Do not hesitate to call if you have any questions.

* * * *

CMJ ENGINEERING, INC.

City of Saginaw
Estimate No. 20-7719 (R2)
June 23, 2020
Page 5

We look forward to working with the City of Saginaw on this project.

Respectfully submitted,
CMJ ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'M W K', with a stylized flourish at the end.

Matthew W. Kammerdiener, P.E.
Project Engineer

copies submitted: (1) Mr. Trenton Tidwell, P.E.; Kimley-Horn and Associates, Inc. (by e-mail)

CMJ ENGINEERING, INC.
GEOTECHNICAL ENGINEERING SERVICES
BASIC SERVICES COST ESTIMATE

ESTIMATE: 20-7719 (R2)
DATE: June 23, 2020
PROJECT: SUMMER 2020 STREET IMPROVEMENTS
SAGINAW, TEXAS

<u>SUBSURFACE EXPLORATION</u>	Quant.	Unit \$	Total \$
Mobilization (Drill Rig)	1	460.00	460.00
Mobilization (Concrete Coring Services)	1	245.00	245.00
Soil Drilling-Intermittent Sampling (0-25 ft.)	100	15.50	1,550.00
Sand Backfill (ft.)	100	7.00	700.00
Asphalt Patch (ea.)	6	25.00	150.00
Concrete Core/Patch (ea.)	4	100.00	400.00
Stanby/Access Time (hr.)	5	250.00	1,250.00
Traffic Control Subcontractor (per day)	1.5	3,000.00	4,500.00
Locate Borings / Underground Utility Check	10	96.00	960.00

Subtotal Subsurface Services \$10,215.00

LABORATORY SERVICES

Moisture Content and Soil Identification	70	7.00	490.00
Liquid and Plastic Limits	12	60.00	720.00
Percent Passing the No. 200 Sieve	6	67.00	402.00
Unconfined Compressive Strength-Soil	6	49.00	294.00
Unit Weight	11	13.00	143.00
Free Swell	5	80.00	400.00
Lime Series	4	316.50	1,266.00
Soluble Sulfates	10	86.50	865.00

Subtotal Laboratory Services \$ 4,580.00

ENGINEERING SERVICES

Senior Principal Engineer	18	139.00	2,502.00
Staff Engineer	40	96.00	3,840.00
Drafting & Secretarial Support	5	50.00	250.00
Misc. Expense (report production, mileage, etc.)	1	100.00	100.00

Subtotal Engineering Services \$ 6,692.00

TOTAL ESTIMATE \$21,487.00

TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between CMJ ENGINEERING, INC., hereinafter referred to as GEOTECHNICAL ENGINEER, and the CITY OF SAGINAW, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached estimate identified as Estimate No. 20-7719 (R2), dated June 23, 2020 and any exhibits or attachments noted in the ESTIMATE. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral, which the parties expressly disclaim. Any changes to this AGREEMENT must be mutually agreed to in writing. Neither party may assign or transfer this AGREEMENT.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNICAL ENGINEER will be based solely on information available to GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by GEOTECHNICAL ENGINEER under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project (this is called the "Standard of Care"). The Standard of Care shall solely govern GEOTECHNICAL ENGINEER's performance of the Services. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering services.

In all cases the GEOTECHNICAL ENGINEER shall be acting as an independent consultant and no provision or obligation expressed or implied herein shall create an employment, agency, or fiduciary relationship between the GEOTECHNICAL ENGINEER and the CLIENT.

Documents prepared by the GEOTECHNICAL ENGINEER are intended for use solely with the project identified in the ESTIMATE and for no other project, for the time period stated by the GEOTECHNICAL ENGINEER and for no longer, and for no party other than the CLIENT. Accordingly, the CLIENT shall not use documents prepared by the GEOTECHNICAL ENGINEER for additions or alterations to the project identified in the ESTIMATE, for other projects, or beyond the time period stated by the GEOTECHNICAL ENGINEER, and the CLIENT agrees to indemnify, defend, and hold harmless the GEOTECHNICAL ENGINEER against all claims (including negligence) losses, damages, including reasonable attorney's fees, arising out of any use of documents prepared by the GEOTECHNICAL ENGINEER without the direct involvement and concurrence of the GEOTECHNICAL ENGINEER. Further, nothing in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third-party against the GEOTECHNICAL ENGINEER.

SITE ACCESS AND SITE CONDITIONS

As a condition to GEOTECHNICAL ENGINEER's performance of its services, CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNICAL ENGINEER to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNICAL ENGINEER free access to the site. GEOTECHNICAL ENGINEER will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the ESTIMATE.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNICAL ENGINEER is entitled to rely upon the accuracy and completeness of information that CLIENT and its consultants and contractors provide GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER will take reasonable precautions to avoid known subterranean structures, and CLIENT waives and releases any claim, including negligence, against GEOTECHNICAL ENGINEER arising from damage done to subterranean structures and utilities not identified or accurately located.

SAMPLE DISPOSAL

GEOTECHNICAL ENGINEER will retain samples transported to the geotechnical laboratory for testing for a period of thirty (30) days following submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.

OBSERVATION

If GEOTECHNICAL ENGINEER is retained by CLIENT to provide a site representative for the purpose of observing specific portions of construction work or other field activities as set forth in the ESTIMATE, then this phrase applies. For the specified assignment, GEOTECHNICAL ENGINEER will report observations and professional opinions to CLIENT. No action of GEOTECHNICAL ENGINEER or GEOTECHNICAL ENGINEER'S site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNICAL ENGINEER will report to CLIENT any observed geotechnically-related work which, in GEOTECHNICAL ENGINEER'S professional opinion, does not conform with plans and specifications, but GEOTECHNICAL ENGINEER does not assume a duty to detect any such nonconformance, as its obligation is limited to reporting what it observes to CLIENT as stated in this paragraph. The GEOTECHNICAL ENGINEER has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNICAL ENGINEER'S presence on site does not in any way guarantee the safety, completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

GEOTECHNICAL ENGINEER will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement or CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay GEOTECHNICAL ENGINEER in accordance with the procedures indicated in the ESTIMATE and its attachments. Invoices will be submitted to CLIENT by GEOTECHNICAL ENGINEER, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNICAL ENGINEER in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. In the absence of written notification described above, the amount as stated on the invoice will be paid.

Time is of the essence for payments due GEOTECHNICAL ENGINEER. Accordingly, invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. At the option of the GEOTECHNICAL ENGINEER, CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, except for any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Disputed amounts withheld by the client which are subsequently resolved in favor of the GEOTECHNICAL ENGINEER will carry the additional charge, as described above, effective thirty (30) days from the date of the original invoice. In the event CLIENT fails to pay GEOTECHNICAL ENGINEER within sixty (60) days after invoices are rendered, CLIENT agrees that GEOTECHNICAL ENGINEER will have the right to consider the failure to pay the GEOTECHNICAL ENGINEER's invoice as a breach of this AGREEMENT.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, GEOTECHNICAL ENGINEER will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

In recognition of the relative risks and benefits of the Project to both the CLIENT and the GEOTECHNICAL ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the GEOTECHNICAL ENGINEER and the GEOTECHNICAL ENGINEER'S officers, directors, employees, agents, and subconsultants to the CLIENT or to anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the GEOTECHNICAL ENGINEER, or the GEOTECHNICAL ENGINEER'S officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the GEOTECHNICAL ENGINEER under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the GEOTECHNICAL ENGINEER be liable for lost profits or consequential, special, or indirect damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Accordingly, GEOTECHNICAL ENGINEER and OWNER mutually agree to waive consequential damages, including lost profits and other delay damages for claims, disputes, or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver includes but is not limited to, all consequential damages due to either party's termination of this AGREEMENT.

INDEMNIFICATION

The CLIENT shall indemnify and hold harmless the GEOTECHNICAL ENGINEER, its officers, directors, agents, and employees from and against all claims (including negligence), damages, losses, and expenses, including but not limited to reasonable and necessary attorney's fees, arising out of or related to the work or services of the CLIENT or its agents, employees, consultants and contractors of any tier or any third party under the client's control. Notwithstanding the foregoing, except for claims for bodily injury or death of the CLIENT, its agents, or its subcontractors of any tier, CLIENT shall not be required to indemnify or hold harmless the GEOTECHNICAL ENGINEER against a claim caused by negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract by the GEOTECHNICAL ENGINEER, its agents or employees, or any third party under the GEOTECHNICAL ENGINEER'S control, other than the client or its agent, employee, or subcontractor of any tier.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNICAL ENGINEER of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNICAL ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNICAL ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNICAL ENGINEER to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNICAL ENGINEER for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

GEOTECHNICAL ENGINEER agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNICAL ENGINEER harmless for any and all consequences of disclosures made by GEOTECHNICAL ENGINEER which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT'S responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT releases and waives any claim against GEOTECHNICAL ENGINEER arising from GEOTECHNICAL ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, the detection, presence, handling, removal, abatement, or disposal of any hazardous materials that exist on or adjacent to the project site, and any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNICAL ENGINEER which are found to be contaminated. This includes any soil or rock cuttings, and contaminated drilling or wash water which is generated as a consequence of drilling activities.

DISPUTE RESOLUTION

All claims, disputes, and other matters in controversy between GEOTECHNICAL ENGINEER and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation before and as a condition precedent to other remedies provided by law.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of mediation as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where GEOTECHNICAL ENGINEER's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

CLIENT

By: _____

Position

Date

CMJ ENGINEERING, INC.



By: James P. Sappington IV, P.E.

President
Position

June 23, 2020
Date



City of Saginaw

Meeting Date: 7/7/2020

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

Agenda Items: (4)(e)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Action Regarding Appraisal Services with Tom Kyser, Real Estate Appraiser

BACKGROUND/DISCUSSION:

The City's Capital Improvement program includes drainage improvements for E. Cement Creek. The project is under design by Kimley-Horn and Associates, Inc. and is nearing design completion. The design requires that the City obtain three Permanent Drainage and Utility Easements for properties along Opal Street.

Staff has met with all three property owners to review the project with them and to determine if they would dedicate the easements to the City at no cost. All of the owners requested that they be compensated for the taking.

Staff recommends that we engage Tom Kyser to prepare appraisals at a cost of \$2,500 each or \$7,500 total. Upon completion of the appraisals, offers will be made to each own base on the appraisers opinion of fair market value.

FINANCIAL IMPACT:

The Fiscal Impact is \$7,500. Funding is available in the Drainage Fund, Account 14-7000-00-00, Capital Outlay/Special Request.

RECOMMENDATION:

It is recommended that the appraisals by Tom Kyser be authorized in the total amount of \$7,500.

ATTACHMENTS:

Description

Kyser Engagement Letter

TOM KYSER, SRA, MAI
REAL ESTATE APPRAISER
1412 TEXAS STRET
FORT WORTH, TEXAS 76102
(817) 332-4428 June 22, 2020

Rick Trice P.E.
Director-Public Works and Community Development
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

Subject: drainage and utility easements on three tracts located at 304, 308 and 400 Opal Street in Saginaw, Texas (Lots 8,9 and 10 Block 1, Rancho North Addition)

Dear Mr. Trice

The property appraisal referenced above can be appraised under the following conditions.

1. In the absence of title reports, it is assumed that no adverse easement, restrictions or covenants, life estates, etc. are involved. Normal utility easements, only, will be assumed. The property will be appraised environmentally clean and free of any contamination.
2. Appraisal reports will be electronic copies and one bound report (if needed). Reports will be completed in accord with the requirements of U.S.P.A.P. Reports will be in accord with state law regarding eminent domain acquisition and, as such, will be completed under "jurisdictional exception" with respect to the laws of the State of Texas.
3. Definition of value will be by State of Texas. Property rights appraised will be fee simple, surface estate unless otherwise specified. Value will consist of real estate only.
4. Appraisal fee will be \$2,500 with total paid at completion of report. Time involved for completion of all reports will be approximately 45-60 days or less from acceptance.
5. In the event of further consultations, appraisal updates, conferences, etc., will be billed additionally at \$250/hour.
6. You will provide any survey, income data or other relevant data, as requested

Thanks for your consideration.

Sincerely,



Tom Kyser MAI

Agreed to by _____

Date



City of Saginaw

Meeting Date: 7/7/2020

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 a Proposed 16" Waterline Pipeline Crossing Agreement with Union Pacific Railroad

BACKGROUND/DISCUSSION:

The Saginaw Boulevard 16" Water Line, Phase 2 project includes a new pipeline crossing of the Union Pacific Railroad (UPRR). UPRR is requiring a Pipeline Crossing Agreement for the crossing that includes 16" diameter PVC water line and 42" diameter steel casing.

The agreement requires a one-time license fee of \$6,000 and protective liability insurance.

FINANCIAL IMPACT:

The financial impact will be \$6,000. Funds in the amount of \$1,086,050 are budgeted in the Water and Wastewater Enterprise Fund Capital Projects, Account 05-7022-55.

RECOMMENDATION:

Staff recommends execution of the Pipeline Crossing Agreement.

ATTACHMENTS:

Description

UP Cover Letter and Proposed Agreement

Budget Information



June 11, 2020
Folder: 03186-98

RICK TRICE
CITY OF SAGINAW
333 W MCLEROY BLVD.
SAGINAW TX 76179

Re: Proposed Underground 16 Inch Plastic Pipeline Encased In A 42 Inch Steel Pipe For Transporting And Conveying Water Pipeline Crossing of Railroad Property at Mile Post 604.91 on the Duncan Subdivision at or near Saginaw, Tarrant County, Texas

Rick Trice:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68137-1690 Attn: Craig Benson.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Six Thousand Dollars (\$6,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03186-98 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at COBENSON@up.com.

Sincerely,

Craig Benson
Mgr II Real Estate Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 604.91, Duncan Subdivision
Location: Saginaw, Tarrant County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of June 11, 2020, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SAGINAW**, to be addressed at 333 W McIeroy Blvd., Saginaw, Texas 76179 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate an underground 16 inch plastic pipeline encased in a 42 inch steel pipe for transporting and conveying water only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Saginaw, Tarrant County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated June 11, 2020, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for an underground 16 inch plastic pipeline encased in a 42 inch steel pipe for transporting and conveying water, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Six Thousand Dollars (\$6,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licenser, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licenser's written consent, will be absolutely void and may result in Licenser's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03186-98)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF SAGINAW
333 W Mcleroy Blvd.
Saginaw, Texas, 76179

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF SAGINAW

By: _____

By: _____

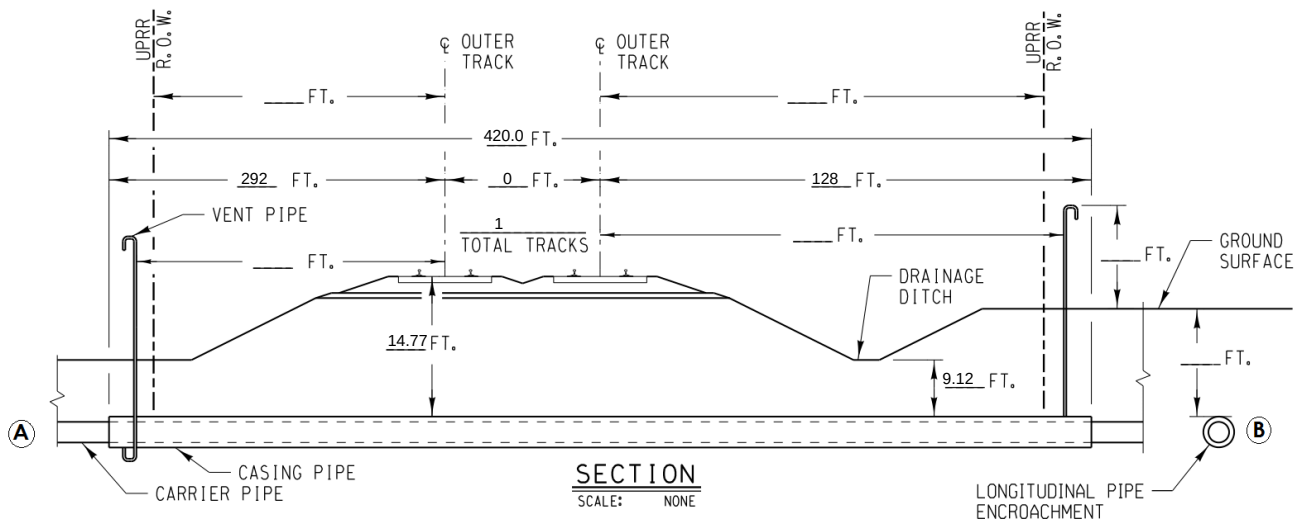
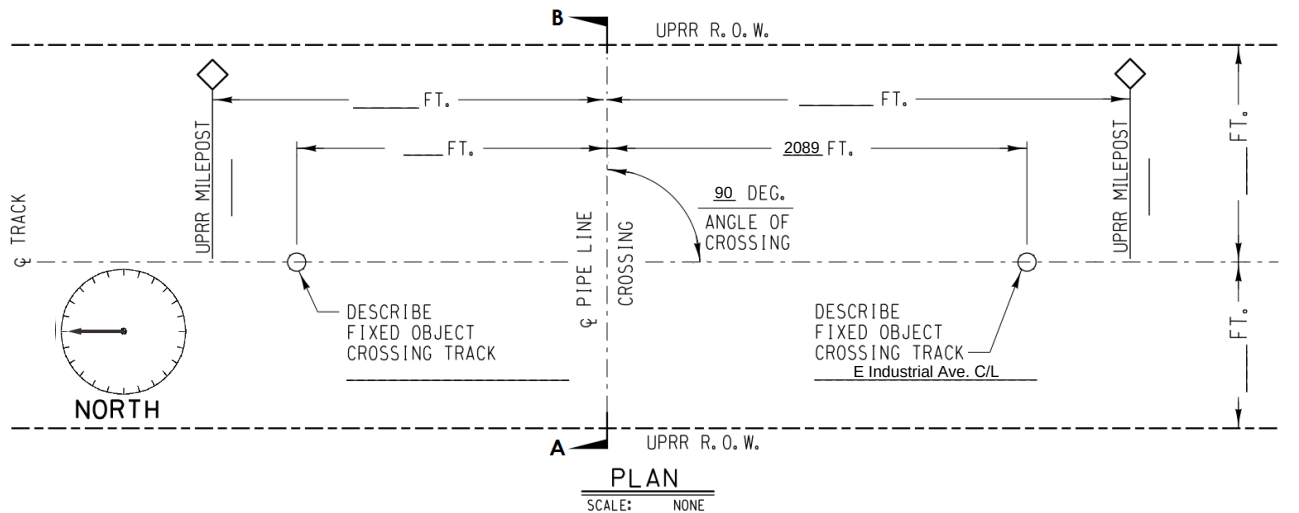
Craig Benson
Mgr II Real Estate Contracts

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION HAND TUNNELING
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED WATER.
OPERATIONAL PRESSURE 80 PSI. MAOP 80 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 80. DIAMETER 16 IN.
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 420 FT.
WALL THICKNESS 0.5625 IN. DIAMETER 42 IN.
CATHODIC/COATING PROTECTION YES.
CASING PIPE IS OPEN AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
292 AND 128.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:

TRACK TYPE: MAINLINE TRACK

M.P.:

LAT.: 32.85361111

E.S.M.:

LONG.: -97.36055556

NEAREST CITY:

COUNTY:

STATE:

SAGINAW

TARRANT

TX

APPLICANT: CITY OF SAGINAW

FILE NO.:

0318698

DATE:

6/11/2020

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's

approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by

assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licenser and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licenser at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licenser immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licenser at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licenser's requirements. Upon Licenser's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licenser may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licenser will be at the cost and expense of Licensee. In the event that Licenser performs any of the Restoration Work, Licensee shall release Licenser from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licenser's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensors property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensors as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensors as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensors and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensors or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensors from Licensee or any third party will not be limited by the amount of the required insurance coverage.

CITY OF SAGINAW BUDGET SUPPLEMENT 2019-2020

WATER & WASTEWATER

05-7000-50-00	CAPITAL OUTLAY/SPECIAL REQUEST		\$	884,550
	50% APWA accreditation	\$	6,850	
	UB telephone payment system	\$	9,500	
	replace 50% of residential meters w/ cellular	\$	684,000	
	rehab 5 booster pumps	\$	35,000	
	replace sewer main camera	\$	110,000	
	backflow management software	\$	4,200	
	replace service truck	\$	35,000	
		\$	-	
		\$	884,550	
05-XXXX-55-00	EF CAPITAL PROJECTS		\$	3,119,050
05-7022-55-00	(impact fees \$) Saginaw Blvd 16" WL PH2	\$	1,086,050	
05-7023-55-00	FM 156 Utility Relocation	\$	325,500	
05-7021-55-00	Fairmount 12" sewer rehab PH1	\$	1,094,000	
05-7026-55-00	BNSF Utility Relocation	\$	467,500	
05-7024-55-00	I&I sewer repair projects	\$	146,000	
			\$	<u>12,206,290</u>



City of Saginaw

Meeting Date: 7/7/2020

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

Agenda Items: (4)(g)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action regarding an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (KHA) for New Sidewalk Construction in 215-500 blocks of Bluebonnet Street (46th Year CDBG Project)

BACKGROUND/DISCUSSION:

On March 17, 2020, the City Council adopted Resolution 2020-06 designating the 46th Year Development Block Grant Project (FY 2020) to be New Sidewalk Construction in 215-500 blocks of Bluebonnet Street at an estimated total cost of \$200,000 with the City's share estimated at \$40,000. Tarrant County has confirmed that the City has received the grant and that KHA will be the engineer for the project.

KHA has prepared an IPO for the project. The tasks included are:

<u>Task Name</u>	<u>Budget Amount</u>
Task 1 – Topographic Survey	\$15,000
Task 2 – Contract Document Preparation	\$18,000
Task 3 – Bidding Services	\$ 3,000
Task 4 – Construction Phase Services	\$ 4,000
Total	\$40,000

The total amount of \$40,000 Lump Sum fee will be applied as the City's share of the project.

FINANCIAL IMPACT:

The financial impact will be the City's share in the project which is estimated at \$40,000. Funds will come from 2019 tax note proceeds. Account #06-4056-19-00

RECOMMENDATION:

Staff recommends approval of the IPO with KHA in the amount of \$40,000.

ATTACHMENTS:

Description

KHA IPO

Project Exhibit



June 15, 2020

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

RE: CDBG Sidewalks - 46th Year

Dear Rick:

Please find attached the Individual Project Order (IPO) No. CDBG Sidewalks - 46th Year (reference the master agreement dated April 17, 2012).

Please contact me at (817) 339-2281 or trenton.tidwell@kimley-horn.com should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

TBPE No. F-928

A handwritten signature in black ink, appearing to read "Trenton D. Tidwell".

Trenton Tidwell, P.E.
Project Manager

INDIVIDUAL PROJECT ORDER NUMBER – CDBG Sidewalks - 46th Year

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: _____ CDBG Sidewalks - 46th Year _____

Project Understanding:

The Client desires to design and construct sidewalks in the neighborhood surrounding the Saginaw Elementary School, utilizing construction funding provided with the Tarrant County Community Development Block Grant (CDBG) program. The Client understands that the Consultant will design sidewalks and pedestrian curb ramps for Bluebonnet Street, which is the focus of the 46th Year program. In addition to the design and survey along Bluebonnet Street, the Consultant will also collect survey along Southern Avenue and Opal Street, which will be utilized for future CDBG design projects. The scope of this contract also includes Bidding and Construction Phase services for the 46th Year construction project.

Specific Scope of Basic Services:**Task 1 – Topographic Survey**

- A. Topographic survey for 4,250 linear feet along Bluebonnet Street (from W Southern Avenue to West Green Street), Southern Avenue (from Bluebonnet Street to Opal Street) and Opal Street (from W Southern Avenue to W McLeroy Blvd).
- B. Survey to include existing curbs, gutters, driveways, landscaping and miscellaneous structures within the right-of-way along the route of the proposed sidewalk improvements.
- C. Horizontal and vertical control points and benchmarks to be surveyed and/or established.

Task 2 – Contract Document Preparation

- A. Prepare for, attend, and conduct up to two (2) project meetings with the Client to discuss the design/project.
- B. Prepare construction plans for the proposed sidewalks and pedestrian curb ramps along Bluebonnet Street. Submit a conceptual exhibit and final plans for Client review.
- C. Prepare contract specifications, general notes, and contract documents for the proposed pedestrian improvements. The contract specifications will be based upon the North Central Texas Council of Governments (NCTCOG). The specifications/documents will be 8.5"x11".
- D. Address up to two (2) rounds of comments from the Client.

Task 3 – Bidding Services

- A. Assemble contract documents for advertisement.
- B. Answer Contractor questions during advertisement period.
- C. Issues addenda as necessary.
- D. Attend Bid Opening.
- E. Tabulate bids and review bidder's qualification.
- F. Prepare letter of recommendation for award.

Task 4 – Construction Phase Services

- A. Attend pre-construction meeting.
- B. Visit site during construction as requested by the Client. Consultant will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- C. Respond to Contractor RFI's. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- D. Review Contractor pay applications. Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- E. Prepare change orders, if required. Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. Substantial Completion. Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to

determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

- G. Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

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.

Schedule

Consultant will begin services upon receipt of Notice to Proceed.

Fee and Expenses

Task Name	Budget Amount	Fee Type
Task 1 – Topographic Survey	\$15,000	(Lump Sum)
Task 2 – Contract Document Preparation	\$18,000	(Lump Sum)
Task 3 – Bidding Services	\$ 3,000	(Lump Sum)
Task 4 – Construction Phase Services	\$ 4,000	(Lump Sum)
Total	\$40,000	(Lump Sum)

Consultant will perform the services in Tasks 1 through 4 for the total lump sum fee of \$40,000. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

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

ACCEPTED:

CITY OF SAGINAW, TEXAS

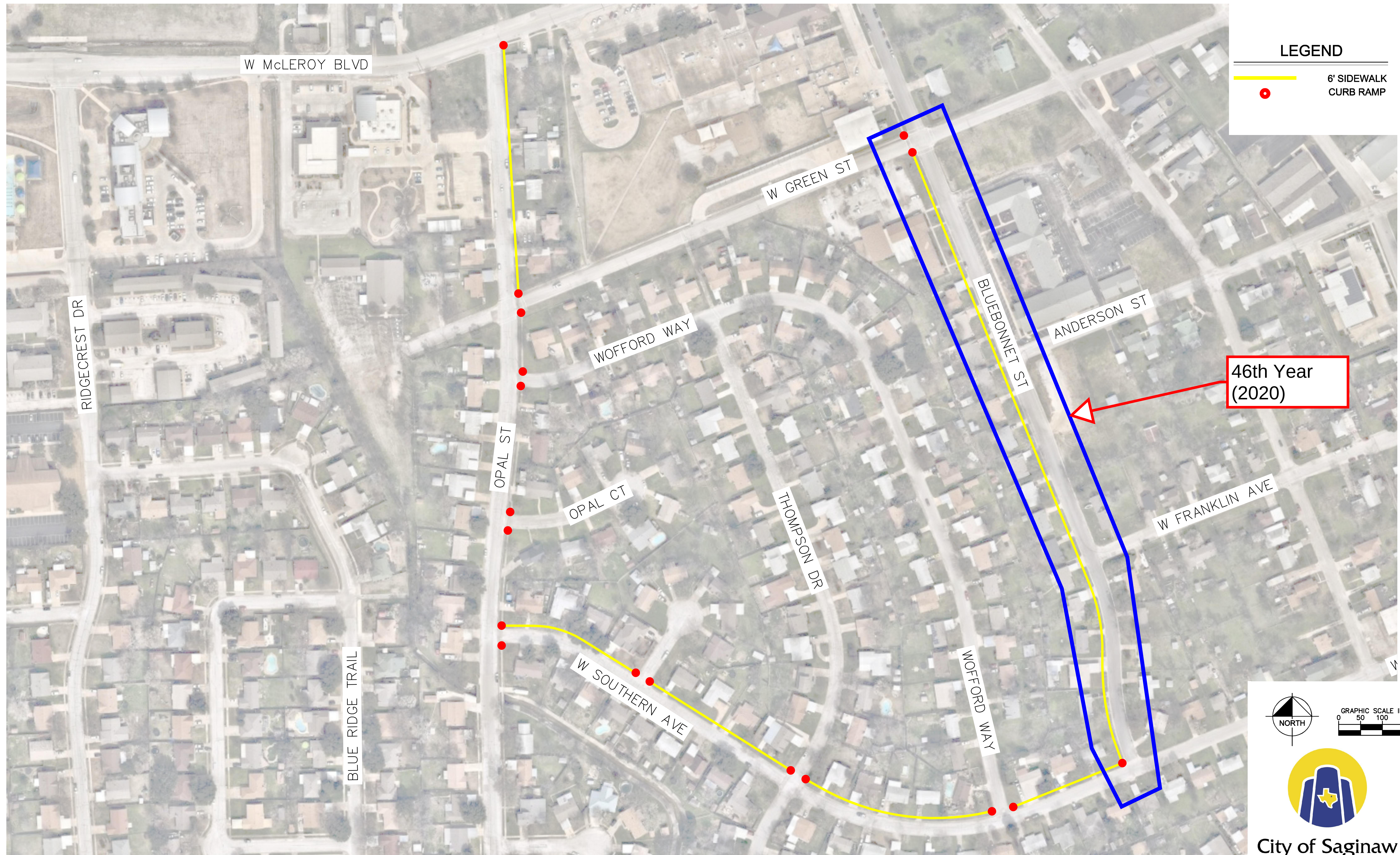
KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Gabe Reaume
City Manager

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

DATE: _____

DATE: June 15, 2020



SAGINAW CDBG - SIDEWALKS AND RAMPS - 2020



City of Saginaw

Meeting Date: 7/7/2020

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

Agenda Items: (4)(h)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action regarding Capital Improvements Advisory Committee (CIAC) recommendation regarding Land Use Assumptions and Impact Fees

BACKGROUND/DISCUSSION:

As set forth in the Local Government Code, the CIAC meets twice yearly to review the progress of the capital improvements plan and report to the City Council any needed revisions or updates to the land use assumptions, capital improvements plan, and impact fees. The committee met on June 24, 2020 for that purpose. They voted unanimously to advise the City Council that the project expenditures are on schedule and that there is no reason to update the land use assumptions, and the impact fees are valid at this time.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends acceptance of the CIAC's findings.

ATTACHMENTS:

Description

CIAC Minutes June 24, 2020 (Draft)

CIAC Recommendation to City Council

**MINUTES OF A REGULAR MEETING OF THE
CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
HELD AT THE CITY HALL ON JUNE 24, 2020**

Present at the Meeting:

Mike Parish	Place 5	Chairman
Alysa Grayson	Place 1	Committee Member
Trey Harper	Place 2	Committee Member
Rick Trice		Director of Public Works
Mary Ragle		Recording Secretary

Absent from the Meeting:

Crystal Amador	Place 3	Committee Member
Vacant	Place 4	Committee Member

Visitors at the Meeting:

None

ITEM 1 CALL TO ORDER

Chairman Parish called the meeting to order at 5:15 p.m.

ITEM 2 APPROVAL OF MINUTES

The minutes of a regular scheduled meeting held October 23, 2019 were presented for approval. Motion was made by Member Grayson with a second by Member Harper to approve the minutes as presented. Motion carried unanimously.

For: Chairman Parish,
 Members Grayson, Harper

Against: None

Absent: Member Amador

ITEM 3 REVIEW OF CAPITAL IMPROVEMENTS PROJECTS AND IMPACT FEE REVENUES AND EXPENSES

DPW Trice briefly explained the duties of the committee members and impact fees.

DPW Trice stated that the city engineers are in the process of preparing an updated Impact Fee Study. He said a copy of the last Impact Fee Study (2016) had been included in their packets.

DPW Trice reviewed the information that had been furnished to the members in their packets and answered any questions they had. He also gave an update on current and future projects.

ITEM 4 RECOMMENDATION TO COUNCIL

Motion was made by Member Harper with a second by Member Grayson to advise the City Council that the project expenditures are on schedule and the land use assumptions are valid. Motion carried unanimously.

For: Chairman Parish
 Members Grayson, Harper

Against: None

Absent: Member Amador

ITEM 5 ADJOURNMENT

Motion was made by Member Grayson with a second by Member Harper to adjourn the meeting. Motion carried unanimously.

For: Chairman Parish
 Members Grayson, Harper

Against: None

Absent: Member Amador

Chairman Parish declared the Capital Improvements Advisory Committee meeting of June 24, 2020 adjourned at 6:00 p.m.

CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

6/24/2020

RECOMMENDATION TO COUNCIL:

A motion was made by Trey Harper with a second by Alysa Harper to advise the City Council that the project expenditures are on schedule and the land use assumptions are valid. Motion carried.

For:

Alysa Harper
Michael Ford
[Signature]

Against:

Absent



City of Saginaw

Meeting Date: 7/7/2020

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

Agenda Items: (5)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:

Consideration and Action Regarding Acceptance of Special Warranty Deed for Parkland in Basswood Crossing, Phases 1, 2 and 3

BACKGROUND/DISCUSSION:

The City has received a request from DR Horton-Texas, Ltd to accept a Special Warranty Deed for property that was previously dedicated to the City by plat. Lot 5X, Block 1, Basswood Crossing, Phase 1; Lot 21X, Block 4, Basswood Crossing, Phase 2; and Lot 20X, Block 16, Basswood Crossing, Phase 3 were dedicated to the City as a parkland. DR Horton requested the action because they were informed by Tarrant County Appraisal District that they will not recognize the conveyance of the property by plat for taxing purposes.

FINANCIAL IMPACT:

This item has no Financial Impact

RECOMMENDATION:

It is recommended that the City Council accept the Special Warranty Deed for Lot 5X, Block 1, Basswood Crossing, Phase 1; Lot 21X, Block 4, Basswood Crossing, Phase 2; and Lot 20X, Block 16, Basswood Crossing, Phase 3 and authorize the filing in the Tarrant County, Texas Deed Records.

ATTACHMENTS:

Description

Special Warranty Deed

STATE OF TEXAS
COUNTY OF TARRANT

This Deed is made and accepted expressly subject to validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements (collectively, the "Exceptions").

EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS DEED, GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS DEED GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW.

Executed to be effective as of June 1, 2020.

GRANTOR:

D. R. HORTON-TEXAS, LTD.,
a Texas limited partnership

By: D.R. Horton, Inc.,
a Delaware corporation
its authorized agent

By: _____
Benjamin M. Clark, Asst. Vice-President

STATE OF TEXAS '
 '
COUNTY OF TARRANT '

This instrument was acknowledged before me on the _____ day of June 2020 by Benjamin M. Clark, Assistant Vice President of D. R. Horton, Inc., a Delaware corporation, on behalf of the corporation in its capacity as authorized agent of D. R. Horton-Texas, Ltd., a Texas limited partnership, on behalf of the limited partnership.

Notary Public, State of Texas

[Seal]

GRANTEE:

CITY OF SAGINAW, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS '

,

COUNTY OF TARRANT '

This instrument was acknowledged before me on the _____ day of _____ 2020
by _____, as _____ of the
City of Saginaw, Texas.

Notary Public, State of Texas

[Seal]

EXHIBIT A

LEGAL DESCRIPTION

LOT 5X, BLOCK 1, BASSWOOD CROSSING, PHASE 1, an addition to the City of Saginaw, Tarrant County, Texas, according to the amending plat thereof recorded on June 21, 2017, as Document No. D217140165, Official Public Records, Tarrant County, Texas.

LOT 21X, BLOCK 4, BASSWOOD CROSSING, PHASE 2, an addition to the City of Saginaw, Tarrant County, Texas, according to the replat thereof recorded on June 21, 2018, as Document No. D218136394, Official Public Records, Tarrant County, Texas.

LOT 20X, BLOCK 16, BASSWOOD CROSSING, PHASE 3, an addition to the City of Saginaw, Tarrant County, Texas, according to the plat thereof recorded on July 11, 2018, as Document No. D218152157, Official Public Records, Tarrant County, Texas.

(End of Exhibit A)



City of Saginaw

Meeting Date: 7/7/2020

Staff Contact: Kim Quin
Finance Director

Agenda Items: (7)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

FY20/21 Budget Workshop to review Crime Control and Prevention District Fund (CCPD), Street Maintenance Fund, Donations Fund, and General Escrow Fund.

BACKGROUND/DISCUSSION:

The FY20/21 budget preparation process has begun. Presentations will be made to the City Council throughout the summer to review and discuss budget issues.

FINANCIAL IMPACT:

The items discussed may impact the FY20/21 Proposed Budget and multi-year financial plan.

RECOMMENDATION:

This is a workshop to discuss FY20/21 budget issues. No action will be taken.

ATTACHMENTS:

Description

7/7/2020 Budget Workshop Presentation



Crime Control & Prevention District Fund

Revenue source is 3/8 cent sales tax

Expenses

- 10 patrol officers, 1 jailer, 1 dispatcher, and ½ SRO
- 3 patrol vehicle replacements
- Software for records management, MDTs, and fingerprint system
- Replacement/additional bullet resistant vests - partial grant funding
- Replacement of 4 ticket writers
- Utility vehicle

	FY 19/20 Adopted	FY 19/20 Revised	FY 19/20 YTD	YTD %	FY 19/20 Estimated	FY 20/21 Planning
Beginning Fund Bal	\$ 477,762	\$ 477,762			\$ 477,762	\$ 443,902
Revenues	\$ 1,217,770	\$ 1,217,770	\$ 860,549	71%	\$ 1,267,845	\$ 1,269,890
Transfer to Gen Fund	1,047,305	1,047,305	523,650	50%	1,047,305	1,025,530
Supplies and Other	75,760	75,760	46,076	61%	76,900	76,680
Capital Outlay	177,500	177,500	154,878	87%	177,500	213,860
Total Expenditures	\$ 1,300,565	\$ 1,300,565	\$ 724,604	56%	\$ 1,301,705	\$ 1,316,070
Ending Fund Bal	\$ 394,967	\$ 394,967			\$ 443,902	\$ 397,722
Inc/(Dec) in Fund Bal	\$ (82,795)	\$ (82,795)			\$ (33,860)	\$ (46,180)



Street Maintenance Fund

Revenue source is 1/8 cent sales tax

Expenses – street and sidewalk repair and replacement

- Burlington Rd reconstruction \$434,480 will be delayed until FY20/21
- Concrete spot repairs to East Industrial mainly between Blue Mound Road and Watson Boulevard
- Reconstruct Opal Street from McLeroy to Ruidoso
- Reconstruct White Rock Drive from Longhorn to West Cliff Avenue

	FY 19/20 Adopted	FY 19/20 Revised	FY 19/20 YTD	YTD %	FY 19/20 Estimated	FY 20/21 Planning
Beginning Fund Bal	\$ 1,766,914	\$1,766,914			\$ 1,766,914	\$ 941,284
Revenues	\$ 436,965	\$ 436,965	\$317,916	73%	\$ 462,420	\$ 450,925
Street Repairs/Repl	270,000	321,000	143,725	45%	321,000	200,000
Street Maintenance	494,480	571,855	46,504	8%	946,050	494,480
Sidewalk Repair/Repl	20,000	20,000	20,792	104%	21,000	20,000
Total Expenditures	784,480	912,855	211,021	23%	1,288,050	714,480
Ending Fund Bal	\$ 1,419,399	\$1,291,024			\$ 941,284	\$ 677,729
Inc/(Dec) in Fund Bal	\$ (347,515)	\$ (475,890)			\$ (825,630)	\$ (263,555)



Donations Fund

Revenues

Voluntary donations through utility bill

- \$1 Beautification/\$1 Parks/\$1 Library

Expenditures

- vaccination program and animal care
- Summer interns at the Library
- Library – software licenses, books and subscription fees, special program supplies, and presenter fees
- Beautification – mowing Saginaw Blvd & Blue Mound Rd, seasonal landscaping, and holiday decorations
- Beautification - \$25,000 public art
- July 2021 fireworks
- Train & Grain
- Senior Center supplies
- Fire Summer Camp and Easter Egg Hunt

	FY 19/20 Adopted	FY 19/20 Revised	FY 19/20 YTD	YTD %	FY 19/20 Estimated	FY 20/21 Planning
Beginning Fund Bal	\$ 429,165	\$ 429,165			\$ 429,165	\$ 470,249
Revenues	\$ 281,840	\$ 281,840	\$ 198,689	70%	\$ 281,679	\$ 302,035
Animal Services	\$ 6,500	\$ 6,500	\$ 14,801	228%	\$ 14,800	\$ 9,500
Parks	10,000	16,000	25,875	162%	31,375	10,000
Library	57,120	57,120	20,896	37%	57,120	57,120
Beautification	71,000	86,700	62,704	72%	96,700	85,200
Senior Center	6,500	6,500	1,087	17%	6,500	6,500
Fire	14,100	14,100	7,439	53%	14,100	12,500
Train & Grain Festival	20,000	20,000	16,503	83%	20,000	25,000
Total Expenditures	\$ 185,220	\$ 206,920	\$ 149,303	72%	\$ 240,595	\$ 205,820
Ending Fund Bal	\$ 525,785	\$ 504,085			\$ 470,249	\$ 566,464
Incl/(Dec) in Fund Bal	\$ 96,620	\$ 74,920			\$ 41,084	\$ 96,215



General Escrow Fund

This fund accounts for special revenue collected for a specific purpose and allowable expenditures.

- Farmer's Market agreement with Community Link
- Train & Grain
- Overtime pay for bailiff
- Insurance deductibles

	FY 19/20 Adopted		FY19/20 Revised		FY 19/20 YTD		YTD % of Budget	FY 19/20 Estimated		FY 20/21 Planning
Beginning Fund Bal	\$	1,612,406	\$	1,612,406				\$	1,612,406	\$ 1,574,084
Revenues	\$	204,020	\$	204,020	\$	79,281	39%	\$	142,953	\$ 148,205
Hotel/Motel Tax	\$	20,000	\$	50,000	\$	25,500	51%	\$	42,500	\$ 27,500
Court Technology		8,100		8,100		11,233	139%		11,235	-
Court Security		5,000		5,000		-	0%		5,000	5,000
Insurance Deductible		40,000		62,230		51,864	83%		62,230	40,000
Basswood Crossing agreement		-		60,310		60,307	100%		60,310	-
		-		-		-	-		-	-
Total Expenditures	\$	73,100	\$	185,640	\$	148,903	80%	\$	181,275	\$ 72,500
Ending Fund Bal	\$	1,743,326	\$	1,630,786				\$	1,574,084	\$ 1,649,789
Inc/(Dec) in Fund Bal	\$	130,920	\$	18,380				\$	(38,322)	\$ 75,705