

SECOND AMENDMENT TO  
CITY SECRETARY CONTRACT NO. 49448  
CITY OF SAGINAW WHOLESALE WASTEWATER CONTRACT

WHEREAS, on the 5<sup>th</sup> day of April, 2017, the City of Fort Worth and the City of Saginaw entered into City of Fort Worth City Secretary Contract No. 49448 (the “Contract”), providing for the treatment of wastewater for the area described in Exhibit A attached to the Contract; and

WHEREAS, only four points of connection in the City of Saginaw are referenced in Attachment A to the Contract; and

WHEREAS, since the execution of the Contract the City of Saginaw wishes to connect to an additional point in the Fort Worth System as shown in Revised Exhibit “A”; and

WHEREAS, by execution of this Second Amendment, both parties wish to authorize a connection with flow measuring device facility to Point of Entry Number 5 as described herein pursuant to Section 2 and Section 4 of the Contract; and

WHEREAS, the parties have acknowledged and confessed that additional point of connection should be made and ratified to serve the City of Saginaw pursuant to the terms and conditions contained herein.

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

1.

Exhibit D, entitled Additional Terms, of the City of Fort Worth City Secretary Contract No. 49448 is hereby amended as follows:

EXHIBIT D  
ADDITIONAL TERMS

1.0 Saginaw will be cost participating toward the sewer infrastructure improvement of the 36-inch sewer main being installed by Fort Worth Water Department. The total sewer infrastructure improvement cost for the portion of the gravity sewer

main serving that portion of Saginaw service area is \$127,503.02 per MGD. Saginaw's cost participation of \$34,425.82 is based on the peak sewer flow of 0.27 MGD, at the new meter location, multiplied by the cost per MGD for the gravity sewer line.

2.0 Point of Entry Number 5 shall be as designated on Revised Exhibit "A" and shall be known as Saginaw No. 5. Its address shall be 751 N Saginaw Blvd.

3.0 Payment will be due 30 days after the approval of this amendment.

All other terms, conditions, and covenants contained in City of Fort Worth, City Secretary Contract No. 49448 not amended herein or by the Second Amendment shall continue in full force and effect.

**CITY OF FORT WORTH**

**CITY OF SAGINAW**

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Dana Burghdoff  
ASSISTANT CITY MANAGER

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Todd Flippo  
MAYOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY

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LEGALITY

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Christa R. Reynolds  
ASSISTANT CITY ATTORNEY

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CITY ATTORNEY

ATTEST

ATTEST

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Mary Kayser  
CITY SECRETARY

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Janice England  
CITY SECRETARY