

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, October 8, 2013
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

Conference Room Work Session 5:15 p.m.
Council Chamber Work Session 6:00 p.m.
Council Chamber Regular Session 6:30 p.m.

COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW
ONLINE AT <http://www.bedfordtx.gov>

CONFERENCE ROOM WORK SESSION 5:15 p.m.

- Discussion and interview of finalist firm to conduct a citizen satisfaction survey.

COUNCIL CHAMBER WORK SESSION 6:00 p.m.

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Presentation regarding the potential purchase of a mobile observation tower.
- Discussion regarding selection of vendor for citizen survey. **This item requested by Councilmember Nolan.
- Discussion regarding direct mail notification options for the November 5, 2013 bond election.

EXECUTIVE SESSION

To convene before the Regular Session, if time permits, in the conference room in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1Rb, Bedford Meadows Shopping Center.
- b) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1 Lot 4 Cimarron Plaza Addition.
- d) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park.
- e) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Hawaiian Falls. **This item requested by Councilmember Nolan.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Jerry Chism, Martin Methodist Church)

PLEDGE OF ALLEGIANCE

OPEN FORUM

(The public is invited to address the Council on any topic that is posted on this agenda. Citizens desiring to speak on Public Hearing(s) must do so at the time the Public Hearing(s) are opened. In order to speak during Open Forum a person must first sign in with the City Secretary prior to the Regular Session being called to order. Speakers will be called upon in the order in which they sign in. Any person not signing in prior to the commencement of the Regular Session shall not be allowed to speak under Open Forum. Further, Open Forum is limited to a maximum of 30 minutes. Should speakers not use the entire 30 minutes Council will proceed with the agenda. At the majority vote of the Council the Mayor may extend the time allotted for Open Forum.)

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Proclamation recognizing October 2013 as National Planning Month in the City of Bedford.

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
 - a) September 24, 2013 regular meeting

PERSONS TO BE HEARD

3. The following individual has requested to speak to the Council tonight under Persons to be Heard.
 - a) Rev. Melvin Brown, Sr., 2813 Airport Freeway #416, Bedford, Texas 76021 – Requested to speak to Council to evaluate his presentation from the previous Council meeting and to assess the Council's opinion.
 - b) John Fletcher, 500 Grapevine Highway, Suite 362, Hurst, Texas 76054 – Requested to speak to the Council regarding exceptions to the city's zoning ordinance to allow whatever kind of promotion that a business has if it can prove that it has been severely impacted by the highway construction.

NEW BUSINESS

4. Consider an ordinance of the City Council of the City of Bedford, Texas, approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2013 annual rate review mechanism filing in all cities exercising original jurisdiction.
5. Consider a resolution authorizing payment to the City of North Richland Hills, in the amount of \$16,540.41, to provide continuous maintenance for subscriber radios and auxiliary equipment.
6. Consider a resolution authorizing the City Manager to enter into a Construction Administration Agreement with Kimley-Horn and Associates, Inc., in the amount of \$95,900, for the Northwest Pressure Plane Improvements Project.
7. Consider a resolution authorizing the City Manager to authorize payment to Control Integrity, Inc., in an amount not to exceed \$31,085, for the completion of the Simpson Terrace Potable Water Well Supervisory Control And Data Acquisition (SCADA) Project.
8. Consider a resolution authorizing the City Manager to authorize payment to Tommy's Electric, LLC, in the amount of \$16,078, for electric work needed for the completion of the Simpson Terrace Potable Water Well Supervisory Control And Data Acquisition (SCADA) Project and pump controls.
9. Consider a resolution appointing a member to the City's Charter Review Committee.
10. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board - Councilmember Boyter
 - ✓ Beautification Commission - Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Boyter

- ✓ **Community Affairs Commission - Councilmember Boyter**
- ✓ **Cultural Commission - Councilmember Nolan**
- ✓ **Library Board - Councilmember Davisson**
- ✓ **Parks & Recreation Board - Councilmember Davisson**
- ✓ **Senior Citizen Advisory Board - Councilmember Turner**
- ✓ **Teen Court Advisory Board - Councilmember Champney**

11. Council member reports

12. City Manager/Staff Reports

13. Take any action necessary as a result of the Executive Session

(Any item on this posted agenda may be discussed in executive session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.)

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, October 4, 2013 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations should be requested forty-eight (48) hours prior to the scheduled starting time of a posted council meeting by calling 817.952.2101.)



Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing Director

DATE: 10/08/13

Work Session

ITEM:

Discussion and interview of finalist firm to conduct a citizen satisfaction survey.

City Manager Review: _____

DISCUSSION:

The ETC Institute was unable to have a representative attend the interview scheduled on September 24, 2013. They have made arrangements to have a representative present to detail their experience, proposed methodology and answer any questions that the Council may have.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Roger Gibson, Police Chief

DATE: 10/08/13

Work Session

ITEM:

Presentation regarding the potential purchase of a mobile observation tower.

City Manager Review: _____

DISCUSSION:

The Police Department is considering the purchase of a mobile observation tower. In 2010 and again in 2011, the Police Department sought grant funding to procure a tower. In both years, the Police Department was recommended for funding of a tower; however, state funding ran out prior to awarding the grant.

Recently, the Police Department was contacted by the preferred tower vendor in regards to a demo model that was for sale. The demo model is the exact tower that the Police Department previously desired, but also contains additional accessories. The three-year-old tower has been inspected by the Police Department and the City's garage and was found to be in good condition with no major defects. Due to the age of the demo model, it is being priced at \$50,000, a \$23,000 discount off the original base model. Accessories in place for demo purposes will be included in the sale of the tower at no cost. These additional accessories bring the overall value of the tower to \$85,662. The tower will also come with a full one-year warranty.

The tower will be utilized to detect and deter criminal activity in the City's commercial and residential at-risk areas. Additionally, the tower will be deployed at special events, City-sponsored festivals and any activation of the Point of Distribution (POD) center.

The City of Bedford continues to experience a high rate of vehicle burglaries and vehicle thefts. During calendar years 2011 and 2012, vehicle burglaries and vehicle thefts totaled 603 reports. Crimes of this nature decrease the quality of life in Bedford and strike at the very core of our citizen's overall feeling of personal security.

The tower would be an asset to the Department by providing a vantage point for surveillance details and security assessments at special events/festivals. This vantage point would afford Officers and/or volunteers the ability to see further than their counterparts on the ground.

The Police Department anticipates utilizing the tower on a regular basis with the use of volunteers; however, the tower would serve as a strong deterrent against crime, whether it is actually being manned or not.

If it is the desire of the City Council to pursue the procurement of the tower, the Police Department will bring this item before City Council at the October 22, 2013 meeting. The Police Department anticipates providing funding for this purchase out of the Drug Enforcement Fund, which has a balance of \$71,200. The Drug Enforcement Fund is comprised of monies received through seizures and forfeitures and can only be used for law enforcement purposes.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Patricia Nolan, Council Member

DATE: 10/08/13

Council Request

ITEM:

Discussion regarding selection of vendor for citizen survey. **This item requested by Councilmember Nolan.

City Manager Review: _____

DISCUSSION:

Councilmember Nolan requested this item be placed on the agenda for discussion.

ATTACHMENTS:

Letter of Request

From: [Nolan, Patricia](#)
To: [Wells, Michael](#)
Subject: City Council Agenda
Date: Wednesday, October 02, 2013 11:38:20 AM

Michael-
Please put on the agenda for the October 8,2013 Executive Session, regarding selection of vendor for Citizen survey.

Thanks-
Patricia



Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing Director

DATE: 10/08/13

Work Session

ITEM:

Discussion regarding direct mail notification options for the November 5, 2013 bond election.

City Manager Review: _____

DISCUSSION:

Staff is requesting direction and feedback from the Council on sending direct mail notifications regarding the upcoming bond election on November 5. Quotes have been received for an 8.5" x 5.5" postcard and a three panel tri-fold brochure. The estimated cost, including printing and postage, for the two options is:

- Postcard - \$5,913
- Tri-fold - \$7,017

This is an unbudgeted expense.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 10/08/13

Council Recognition

ITEM:

Proclamation recognizing October 2013 as National Community Planning Month in Bedford.

City Manager Review: _____

DISCUSSION:

October 2013 is National Community Planning Month. The American Planning Association takes this month to recognize Planning Commissioners, Citizen Planners, and Professional Urban Planners for their time and efforts to contribute to making improvements to their respective cities.

Staff has created a display located in the City Hall lobby to showcase National Community Planning Month.

Planning Manager Jacquelyn Reyff will be present to accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, and rural areas; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Bedford, Texas.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of October, 2013 as:

Community Planning Month

in the City of Bedford and encourage all citizens to recognize the many valuable contributions made by professional urban planners to the City of Bedford and extend our heartfelt thanks for the continued commitment to public service by these professionals.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
8th day of October, 2013.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 10/08/13

Minutes

ITEM:

Consider approval of the following City Council minutes:

a) September 24, 2013 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

September 24, 2013 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:00 p.m. in the Conference Room, Work Session at 6:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 24th day of September, 2013 with the following members present:

Jim Griffin
Chris Brown
Ray Champney
Jim Davisson
Patricia Nolan
Roy W. Turner

Mayor
Council Members

constituting a quorum.

Councilmember Boyter was absent from the meeting.

Staff present included:

Beverly Griffith
David Miller
Stan Lowry
Michael Wells
Cliff Blackwell
Roger Gibson
Wendy Hartnett
Tom Hoover
Mirenda McQuagge-Walden
Jacquelyn Reyff
Bill Syblon

City Manager
Deputy City Manager
City Attorney
City Secretary
Administrative Services Director
Police Chief
Special Events Manager
Public Works Director
Managing Director
Planning Manager
Development Director

CONFERENCE ROOM WORK SESSION 5:00 p.m.

Mayor Griffin called the Work Session to order at 5:00 p.m.

• **Discussion and interviews of finalist firms to conduct a citizen satisfaction survey.**

Managing Director Mirenda McQuagge-Walden stated that one of the firms had to reschedule. She introduced Professor Paul Ruggiere with the University of North Texas Survey Research Center (SRC). Professor Ruggiere explained that the SRC is a non-academic department at the University and that they conduct a wide range of surveys. They are much like a consulting firm in that they get contracts with external clients. They have three full-time professional staff members and 50 trained interviewers and supervisors. He has been with SRC for 20 years. They have a supervised telephone center with 25 workstations and stated it is important to monitor everyone to ensure that the interviews are conducted in a uniform manner. They utilize state-of-the-art survey software and he attends the American Association for Public Opinion Research conference to remain informed of methodologies in the field, which have changed greatly in the last five to ten years. The University is ranked eighth in the nation for its Public Administration Graduate Degree Program for City Management and Urban Policy.

Professor Ruggiere presented information on SRC's approach to the project. The objective is to measure public opinion on the delivery of City services, specific policy questions and citizen priorities for use in budgeting and planning. He recommended a kickoff meeting with the Council and staff to explain the objectives of the survey and to determine what Council is looking for. A draft questionnaire would

then be developed. He stated they have a number of questions that they have used previously as a starting point but that there are things that are unique to the community. After the draft questionnaire is delivered to Council, there would be a second meeting to produce a revised draft. Once the questionnaire is approved, it would be programmed for the telephone and internet platforms, and formatted for printing.

In regards to cell phones, Professor Ruggiere stated that the percentage of cell phone only households has increased from three percent in 2003 to 36.5 percent currently. He stated that it is too tight of geography to pinpoint people with cell phones. The rate of cell phone only users in Texas and Tarrant County is 42.7 percent and 43.1 percent respectively. 12 percent of 65 and older households are cell phone only compared to 62 percent of households aged 25-39. If cell phones are not included, many groups, including younger people, would be under-represented. There was discussion on differing responses between landline and cell phone users.

Professor Ruggiere proposed an address-based sample from the delivery sequence used by the Post Office, which would give a proportionate sample. They would utilize multi-mode data collection including mailing invitations for people to call in or complete an internet survey, followed by calling households that have been identified with phone numbers. After several weeks, non-respondents would be mailed a scaled-down questionnaire. In answer to questions from Council, he stated that the typical phone survey is 10-12 pages; the mailed survey would take out any follow-up questions; and the on-line survey would be the same as the telephone survey. He further stated that they typically get half of respondents by phone and a quarter each from on-line and mail. He recommended 10-15 minutes for a telephone survey. In regards to the survey being on the City's website and open to everyone, he explained that it would serve as more of a vote and that it would be hard to make generalized conclusions. He stated that surveys are tracked by an identification number and password, and responses are date and time stamped. Their approach should result in 500-700 answered questionnaires and he recommended some kind of drawing as an incentive. That number of respondents would give a margin of error between 3.7 and 4.7 percent. The tool they use for internet surveys is Qualtrics, which can be used on a computer, tablet or smart phone. Their telephone data center is located on the University campus and operates seven days a week from 1:00 p.m. to 9:00 p.m. Supervisors can listen in on calls and calls can be listened in on remotely. In regards to the hours they call, he explained that they work in two shifts on weekdays, from 1:00 p.m. to 4:30 p.m. and 5:30 p.m. and 9:00 p.m. Their hours on Saturday are noon to 3:00 p.m. and on Sunday are 5:30 p.m. to 9:00 p.m.

Professor Ruggiere discussed reporting their findings, which includes graphs, maps, tables and text. He stated it was typical to break the City up into quadrants. He presented information on optional services, which included Spanish questionnaires and benchmarking.

In answer to questions from Council, Professor Ruggiere stated that once the questionnaire is approved, it would take approximately two months to receive the reports; that one month should be scheduled to develop the questionnaire; that the holidays could complicate the timeframe; and the data collection could be completed during the first part of December. There was discussion regarding the impact of the holidays and the bond election. Professor Ruggiere stated that the timeline presented is executable but recommended that if the survey is pushed back to January, they work on the questionnaire throughout the season. In answer to a question from Council regarding utilizing a telephone survey only, he stated that it would not be a representative sample of the population. SRC would be giving respondents the mode of communication they want to use. In answer to further questions from Council, he stated that they do not have the ability to look up cell phone numbers unless they have the ability to get that information from utility bills; and that there are companies that offer cell phone numbers based on addresses but that they are unreliable with a hit rate of three to ten percent. There was discussion regarding mindsets for the use of landlines and cell phones; the geographical accuracy of the mail delivery sequence filing; addresses being selected randomly by computer; the ability of obtaining a representative sample and statistically significant results from the pool of 2,850 households; and the size of the sample group being based on cost.

Mayor Griffin recessed the Work Session at 5:45 p.m. to go into Executive Session.

COUNCIL CHAMBER WORK SESSION 6:00 p.m.

Mayor Griffin called the Work Session to order at 6:05 p.m.

- **Review and discuss items on the regular agenda and consider placing items for approval by consent.**

Council discussed placing the following items on consent: 6, 10, 11, 12, 13 and 16.

Administrative Services Director Cliff Blackwell presented information on Items 10 and 11. He stated that there were previous discussions with Council regarding the Trinity River Authority pass-through and the City's infrastructure, with 80 percent of it being 30 years of age or older and beyond its recommended life. There was further discussion on adding an additional \$1M to water and sewer operations so that infrastructure could be replaced on a cash basis instead of borrowing money. Staff is recommending a three percent increase in the water and sewer base and volume rates. Water rates would increase from \$18.37 per month to \$18.92 per month on the base rate and from \$2.89 per 1,000 gallons to \$3.11 per 1,000 gallons on the volume rate. Wastewater rates would increase from \$10.88 per month to \$11.21 per month on the base rate and from \$1.72 per 1,000 gallons to \$2.10 per 1,000 gallons on the volume rate. The impact of the rate increases on a water bill that uses 6,000 gallons of water and wastewater would be \$4.53 for a regular customer and \$4.45 for a senior customer. A survey of other cities shows that Hurst is implementing a 1.5 percent increase across the board; Euless is looking at pass-through rates on volume only, which calculates to 5.2 percent on water and 12.7 percent on wastewater; North Richland Hills is implementing a pass-through rate of 8 percent across the board; Southlake is increasing the water rate by 5 percent; and Grapevine is implementing an 18 percent increase across the board. Staff is recommending the effective date of the increases to be January 1, 2014 to give staff the opportunity to advertise and promote the rate increases.

Mr. Blackwell presented information on Item #12. During the August 9 Budget Work Session, there was discussion on adding language to the City's Fiscal Policy to identify revenue streams or sources to go into the Economic Development Fund. Categories of revenue resources identified by staff include: operation and maintenance taxes related to the value of new construction on the certified tax roll; one percent of sales tax revenue going into the General Fund outside of that paying for the rebates; and 50 percent of any surplus of \$100,000 or greater from operating revenue provided the reserve requirement of 20 percent is met. Another statement has been added to the Policy giving Council the authority to direct staff to put non-recurring revenue where Council desires. In answer to questions from Council, Mr. Blackwell stated that the new construction taxable value for this year was \$19,084, the one percent of sales tax was \$72,000, and that the surplus would not be known until the end of the fiscal year and the books are closed. There was discussion on adding language to the Policy to ensure that the Fund has a minimum of \$200,000. Council was of the consensus to include a discussion regarding the \$200,000 minimum as part of the budget process next summer.

- **Present a report on the 2013 City of Bedford Blues Fest.**

Special Events Manager Wendy Hartnett presented a recap of Blues Fest. She discussed the overall goals and the mission of the event. There were 15.3M print, broadcast and online impressions. There was a Star-Telegram insert that went to 50,000 homes, which also cross-promoted ArtsFest. Radio stations including Ranch Radio and CBS Radio were approached for in-kind sponsorships. There were email blasts, an interview with Jimmie Vaughn on KZPS, and digital billboards across the metroplex. There were 52 art vendors, on-line packages and 20 food vendors. The estimated attendance was 16,500. Cash sponsorship increased by \$11,000 from the previous year. The number of BBQ teams increased from 59 to 91, and the event is the fifth largest KCBS event out of 450 in the nation. There were nine categories to judge and there was an extra \$3,950 in prize money for the teams. The total prize money was \$13,150. The reality show "BBQ Crawl" came back to the event for their second season. The People's Choice event doubled the number of teams and included incentives. The Battle of the BBQ event had increased revenue of 13.5 percent. "Reserved Preferred" seating was added as an option this year and there were 82 sold on Saturday and 140 on Sunday. Other options included the party tent and reserved seats. \$1,285 for the seating options was sold on-site and the overall additional revenue was \$38,413. The Fuzzy's Friday event was successful and had more people than anticipated. Harley Davidson did their "bike night" as well. The cost recovery for Friday was 99.23 percent. Overall

for the event, revenue was \$239,869 and expenses were \$358,005, for a best-yet cost recovery of 67 percent. Challenges included the Friday night event, highway construction, continuing the sign plan, maximizing the event space, and increasing and retaining sponsors. Looking forward, staff is looking at increasing attendance, adding more sponsors, researching a tiered volunteer structure, enhancing the BBQ and music events, surveying attendees for feedback, adding revenue streams, and decentralizing wristband pickup.

Mayor Griffin adjourned the Work Session at 6:35 p.m.

EXECUTIVE SESSION

To convene before the Regular Session, if time permits, in the conference room in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1Rb, Bedford Meadows Shopping Center.
- b) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.
- c) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Block 2 Lot 4, Bedford Lake Addition.
- d) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot A1, Dallas Federal Addition. (Amended Item)

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1Rb, Bedford Meadows Shopping Center; Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments; Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Block 2 Lot 4, Bedford Lake Addition; and Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot A1, Dallas Federal Addition at 5:48 p.m.

Council reconvened from Executive Session at 6:00 p.m. Council did not finish the Executive Session and will convene again at the end of the meeting.

Council convened into Executive Session at 8:47 p.m.

Council reconvened from Executive Session at 9:15 p.m.

Any necessary action to be taken as a result of the Executive Session will occur during the Regular Session of the Bedford City Council Meeting.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:41p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He stated that Councilmember Boyter was not in attendance due to illness.

INVOCATION (Reverend Melvin Brown, Cathedral of Faith Church of God in Christ)

Reverend Melvin Brown of the Cathedral of Faith Church of God in Christ gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Ryan Glanz, representing RAMA Enterprises, 1333B Oak Lawn Avenue, Dallas, TX 75207 – Mr. Glanz spoke regarding Item #14. He stated the Northwest Pressure Plane Project was put out for competitive bid with two sub-projects. The lowest total bid was \$2,219,591.90 by RAMA Enterprises and SYB. The recommendation on the agenda was to award the contract to a higher bidder at \$2,269,855.25, which is an additional cost to the City of \$50,263.35. He wanted to let Council know that they had the opportunity to get the same project for \$50,000 cheaper. He stated RAMA Enterprises specializes in pump station and water treatment projects and has successfully coordinated with many contractors and different public entities around the Dallas area.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Nolan, seconded by Councilmember Davisson, to approve the following items by consent: 6, 10, 11, 12, 13, and 16 with no action taken.

Motion approved 6-0-0. Mayor Griffin declared the motion carried.

COUNCIL RECOGNITION

1. Employee Service Recognition

The following employee received recognition for dedicated service and commitment to the City of Bedford:

Steve Paris, Police Department – 5 years of service

2. Recognition of Megan Jakubik, Budget Analyst, for a Bedford Employee Commitment Award (BECA).

Megan Jakubik was recognized with the Bedford Employee Commitment Award for volunteering to convert the Civilian Application Addendum to a PDF format, allowing applicants to type directly onto the form.

3. Proclamation recognizing October 2013 as Fire Prevention Month in the City of Bedford.

Mayor Griffin read a proclamation recognizing October 2013 as Fire Prevention Month in the City of Bedford. Fire Marshal Joey Lankford was present to accept the proclamation.

4. Proclamation recognizing October 2013 as Crime Prevention Month in the City of Bedford.

Mayor Griffin read a proclamation recognizing October 2013 as Crime Prevention Month in the City of Bedford. Police Chief Roger Gibson and Officer Butch Lindsey were present to accept the proclamation.

5. Proclamation recognizing October 1, 2013 as the official day for National Night Out in the City of Bedford.

Mayor Griffin read a proclamation recognizing October 1, 2013 as the official day for National Night Out in the City of Bedford. Police Chief Roger Gibson and Officer Butch Lindsey were present to accept the proclamation.

APPROVAL OF THE MINUTES

6. Consider approval of the following City Council minutes: a) September 10, 2013 regular meeting

This item was approved by consent.

PERSONS TO BE HEARD

7. The following individual has requested to speak to the Council tonight under Persons to be Heard.

- a) Rev. Melvin Brown, Sr., 2813 Airport Freeway, Suite #416, Bedford, Texas 76021 – Requested to speak to the Council regarding a Cultural Diversity Initiative for Bedford.**

Reverend Melvin Brown, Sr., 2813 Airport Freeway, Suite 416 – Reverend Brown stated he represented the faith-based community and was also a businessman and accountant. He was affected by doing prison ministry and became passionate and concerned about the youth of the country. He has dedicated his life to helping transition men from prison to society. He introduced James Dumaine who represents a funding organization designed to help businesses come to the City. It is for people that are challenged by the banking system. They are offering from \$5M to \$35M in support broken up between 70 percent and 30 percent. It is a hedge fund located in Massachusetts and he was asked to express that offer. He cited a hotel in Dallas they are supporting, which supports the living situation for veterans. Reverend Brown stated that he has been in the HEB area for 13 years and has had homes, commercial buildings and religious buildings. He is joining the Council as a partner with the faith community to help Bedford be a better city. He discussed the City's mission statement and stated that with all the construction, the City is strategically located for the best growth and to be at the heart of progressive economic development over the next five to ten years. He further discussed the six points of the mission statement, including encouraging citizen involvement and he noticed a need for more parity and awareness among Council and the government in terms of ethnic transition. He discussed his initiative and suggested that it be a considered strategy on the table each month until there is change and progression in terms of minority business and parity in ethnic diversity. The initiative is to develop and implement strategies for cultural diversity, increase awareness, and promote economic empowerment for all people of the City. He presented a chart representing the demographics in the City including the dispersion and distribution of ethnic diversity. He further presented a forecast showing growth in the Latino community, some growth in the Asian community, stability in the African-American community, and the Caucasian community being dominant. He would like to see participation from other ethnic groups in City government and suggested pastors throughout Bedford and the HEB community work with Mayor Griffin to be successful, to vote, to be at Council meetings and help shape the community. He discussed the vision in the City; that the City is diverse but not as much as it could be; participation with the faith-based community and suggested that pastors join with 6Stones and the Mayor to help with the CPR program; and an urban youth mentorship being initiated at LD Bell High School and for the Council and the School Board be a part of it. In regards to economic development, he hopes that there is an increase in minority businesses to bring balance and equality. He discussed Bedford being a greater place to live as well as diverse, unified, a place of equal opportunity and growth, and strategically aligned. He hoped that for future Council meetings, there would be discussion and opportunities to share progress points in terms of what diversity means in Bedford.

NEW BUSINESS

- 8. Public hearing and consider an ordinance to rezone a portion of the property known as Lot 10R, Block 6, Bedford Meadows Addition, located at 2807 Central Drive, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Outside Seating Establishment, specifically for a Specific Use Permit to allow for outside seating for a restaurant, Crazy Cowboy Restaurant and Bar; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. The property is generally located south of Harwood Road and west of Central Drive. (Z-238)**

Planning Manager Jacquelyn Reyff presented information regarding this ordinance. The item was published in the August 29 edition of the Star-Telegram. It is for a Specific Use Permit (SUP) for outside seating for a restaurant. The property is located at 2807 Central Drive in the Bedford Meadows Shopping Center. The building is 2,100 square feet, with 400 square feet outside, for a total of 2,500 square feet. The expected occupancy is 98 people, with 25 people outside. The property is zoned Heavy Commercial. Landscaping remains from the previous development and new shrubbery will be added. Parking remains from the previous development and the site is over-parked. The Comprehensive Plan indicates the location to be commercial. The Planning and Zoning Commission approved this item at their August 22

meeting with the following stipulations: lighting on wood posts located in the outside seating area to be faced into the restaurant; inclusion of a masonry screening wall below the deck area with complementary stone matching the existing shopping center; the hours of operation for the outside seating area not to exceed midnight; no audio or video located in the outside seating area; and the construction of a wood hand rail around the outside seating area. In answer to questions from Council, Ms. Reyff stated that the pavers on the north side of the property as shown on the site plan are currently there; and that the "t-rex" deck relates to the type of material used. The applicant, Brad Powell, 2807 Central Drive, stated that the material for the deck is composite wood that is long lasting and eco-friendly; that stone would be wrapped around the deck and the shrubs placed so one could not see underneath the deck; that they would be serving American fare; and that they hope to be open next week except for the patio.

Mayor Griffin opened the public hearing at 7:23p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:23 p.m.

Motioned by Councilmember Champney, seconded by Councilmember Brown, to approve an ordinance to rezone a portion of the property known as Lot 10R, Block 6, Bedford Meadows Addition, located at 2807 Central Drive, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Outside Seating Establishment, specifically for a Specific Use Permit to allow for outside seating for a restaurant, Crazy Cowboy Restaurant and Bar; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date.

Motion approved 6-0-0. Mayor Griffin declared the motion carried.

9. Public hearing and consider an ordinance amending Ordinance number 2275, specific to Section 1.2.B. *Definitions* to include the definition of a shopping center and Section 2.3.G *Structures Located on Shopping Center Premises*; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. (A-034)

Development Director Bill Syblon presented information regarding this ordinance. He stated that on April 23, the Council approved the Master Highway Corridor Overlay District. A concern was raised by a shopping center owner that if their center was damaged by a catastrophic event, it would be a hardship to reconstruct the center to the new standards of the Overlay. Currently, any structure damaged more than 50 percent of the replacement cost would have to come into compliance with the current regulations. Staff was given direction to bring back an amendment to address the owner's concerns. The amendment as presented would allow any shopping center damaged by more than 50 percent of its value to be reconstructed under the regulations it was originally built. Building and fire codes would have to be complied with. Further, a definition for "shopping center" was added as follows: "A unified grouping in one or more buildings whether connected or not, of retail shops, stores, and offices which are planned and developed as an operating unit." The Planning and Zoning Commission voted unanimously to recommend denial of this item, with the primary reason being that it would usurp the spirit of the Overlay. Because of the recommendation for denial, Council would need a supermajority to approve the amendment.

There was discussion on the intent of the Overlay; development and redevelopment; putting burdens on shopping center owners; the legal non-conforming status; and concerns that the amendment would undo Council's intent with the Overlay. In answer to questions from Council, Ms. Reyff stated legal non-conforming structures have to come into compliance with new regulations if they are changed by more than 10 percent on the site plan; and that the amount of damage to a center would be determined by an emergency development review committee. There was discussion regarding the ability for shopping center owners to appeal for a variance and Mr. Syblon stated that there is a process currently in place. He further stated that for the shopping center owner in question, there are issues related to loans and financings and clarified that the 50 percent relates to the center as a whole.

Mayor Griffin opened the public hearing at 7:43 p.m.

Coy Quine, 301 South Sherman Street, Richardson, Texas – Mr. Quine stated that he is one of the owners of two shopping centers covered by the Overlay. He believes the current ordinance states that if 50 percent of a building on a particular parcel were destroyed, they would have to bring it into conformity with the new Overlay. The current ordinance does not have a definition of “shopping center” or a definition regarding several owners owning a shopping center. He is concerned with financing the shopping center. Because of the highway construction, they chose to spend several hundreds of thousands of dollars to improve the image of the center. Through a lawsuit with TxDOT, they came to a compromise on what they could do with the center. They lost 12,000 square feet of building, as well as the Tetco station and Mexican Inn. They reworked the landscaping areas and put together a center that is currently legally non-conforming because of the Overlay. He stated that he had a multi-million dollar loan on the center come due. There is currently no debt on the center, but that it is not a wise use of their money. They would like to leverage their money, but if they go out into the market, they would have a higher spread on their interest rate because they are legally non-conforming. He does not believe the verbiage of the amendment helps him. He stated that the ordinance needs to have a definition of “shopping center” and that there is no ordinance provision allowing for xeriscape. He presented different scenarios if there was a catastrophe and what they would have to do to rebuild and stated that he can meet the parking and landscaping requirements of the Overlay but would have to tear down buildings to do so. He is concerned that a burden is being put on shopping centers that are currently in existence to have to go the Board of Adjustment to rebuild their property. He asked Council to charge staff to look again into the verbiage. In answer to questions from Council, Mr. Quine stated that “shopping center” is well defined in the amendment for centers that have multiple owners, and there is a need to add language regarding xeriscape.

Mayor Griffin closed the public hearing at 7:57 p.m.

In answer to a question from Council, Mr. Syblon stated that the Planning and Zoning Commission liked the definition of “shopping center” and asked that it be brought back to them for consideration. There was discussion on issues related to approving the definition of “shopping center” only. In answer to questions from Council, Mr. Quine stated that the amendment would not make any difference and that the center would still be legally non-conforming. There was further discussion on the intent of the Overlay. In answer to questions from Council, Mr. Syblon stated that parking is looked at from the center as a whole; and that the center does not currently meet the setback restrictions. There was discussion on whether buildings would need to be torn down as part of the scenarios presented earlier; that there is the opportunity for relief through the Planning and Zoning Commission and the Zoning Board of Adjustment; that the amendment only deals with shopping centers; adding the definition of “shopping center” and xeriscaping to the ordinance; whether certain locations are included as part of the center and it being up to interpretation; changing the ordinance to ensure that all scenarios are covered; tabling the item; that zoning goes with the land in the case of a change in ownership; and denying the item and asking staff to go back to the Planning and Zoning Commission.

Motioned by Councilmember Champney, seconded by Councilmember Davisson, to deny Item #9 which is for the approval of an ordinance amending Ordinance Number 2275, specific to Section 1.2.B. *Definitions* to include the definition of a shopping center and Section 2.3.G *Structures Located on Shopping Center Premises*; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date.

Motion approved 5-1-0. Mayor Griffin declared the motion carried.

Voting in favor of the motion: Mayor Griffin, Councilmember Davisson, Councilmember Champney, Councilmember Nolan and Councilmember Brown.

Voting in opposition to the motion: Councilmember Turner

10. Consider and act upon an ordinance amending the schedule of water rates by amendment of Section 1., Ordinance No. 10-2975; providing a repealing clause; providing a severability clause; and declaring an effective date.

This item was approved by consent.

- 11. Consider and act upon an ordinance amending the schedule of sewer rates by amendment of Section 1., Ordinance No. 10-2974; providing a repealing clause; providing a severability clause; and declaring an effective date.**

This item was approved by consent.

- 12. Consider an ordinance amending a Fiscal and Budgetary Policy; authorizing the City Manager to designate a funding source for a special revenue fund, the Economic Development Fund; and declaring an effective date.**

This item was approved by consent.

- 13. Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2013 to September 30, 2014.**

This item was approved by consent.

- 14. Consider a resolution authorizing the City Manager to enter into a contract with Saber Development Corporation for the Northwest Pressure Plane Project in the amount of \$2,269,855.25.**

Public Works Director Tom Hoover presented information regarding this resolution. The project started back in 2010 with a study of the Northwest Pressure Plane. It is the highest portion of the City with 1,400 customers, and it experiences lower water pressure than the rest of the City. Though the pressure is compliant with State requirements, in the case of an emergency, the pressure would be close to inadequate. Steps were taken to improve the pressure in the area and the procedure approved through the State was to install a booster pump station. The booster pump would be installed at Simpson Terrace in order to have a source of water to pressurize the system. Construction of the Plane was delayed until the well was completed.

Mr. Hoover discussed issues related to combining multiple projects into one big project. In regard to the well project, when the first bid came in at \$2.9M, it was decided to break it into four separate projects. When it was rebid, there were savings of 15 percent because there were separate contractors; however, there were delays and cost overruns. With the Plane project, the bid was divided into two separate projects but the City reserved the right to combine them and award the project to one contractor. Project A was for water lines and Project B was for the pump station. The City received bids from seven bidders. The low bid for Project A was SYB at \$1.182M and the low bid for Project B was RAMA at \$1.037M, for a total cost of \$2.219M. The lowest bid by a single contractor was Saber Development at \$2.269M, or a \$50,000 difference. Additional costs associated with having two contractors would lead the project management company to ask for an additional \$17,000, lowering the difference to \$33,000, or less than two percent of the contract. At less than two percent, risk is minimized. Staff is recommending having one contractor, one bonding agent, one construction meeting per week, and to award the contract to Saber Development. City Manager Beverly Griffith informed Council that the resolution for this item has been amended to add a couple of sections recommended by the City Attorney.

Motioned by Councilmember Turner, seconded by Councilmember Davisson, to approve a resolution authorizing the City Manager to enter into a contract with Saber Development Corporation for the Northwest Pressure Plane Project in the amount of \$2,269,855.25.

There was discussion on the funding for the project coming from the 2010, 2011 and 2012 Certificates of Obligation.

Motion approved 6-0-0. Mayor Griffin declared the motion carried.

15. Consider a resolution appointing 15 members to the City's Charter Review Committee and selecting a Chairperson of the Committee.

Council made their appointments as follows:

Mayor Griffin – Jeff Corbet, Holley Hendrickson, Debbie McDaniels
Councilmember Davisson – Beth Mullens, Hank Swanson
Councilmember Brown – Jim Story, Mary Peters
Councilmember Turner – Roy Savage, Bucky Geer
Councilmember Nolan – Hank Henning, Dorothy McWhorter
Councilmember Champney – Matt Eiserloh, Tom Bresnahan

Councilmember Boyter was absent from the meeting; however, Mayor Griffin stated he had recommended Steve Farco. The resolution would be amended at the next Council meeting to include Councilmember Boyter's other selection.

There was discussion regarding the chairperson of the Committee, including Jim Story, Roy Savage, and having the Committee choose their own chairperson.

Motioned by Councilmember Champney, seconded by Councilmember Davisson to approve a resolution appointing members to the City's Charter review committee and selecting a Chairperson of the Committee and whereas, the City Council of Bedford, Texas established a Charter Review Committee through Resolution 13-6 approved on August 13, 2013; and, whereas, the City Council of Bedford, Texas needs to appoint 15 members to the Committee; and, whereas, the City Council of Bedford, Texas needs to appoint a Chairperson of the Committee; now therefore, be it resolved by the City Council of the City of Bedford, Texas; Section 1. That the following qualified citizens are hereby appointed to the City of Bedford Charter Review Committee as discussed; that 14 members have been appointed, that Michael Boyter would select the 15th member and that Roy Savage has been appointed as Chairperson.

Motion approved 6-0-0. Mayor Griffin declared the motion carried.

16. Consider a resolution to nominate individuals to serve on the Board of Directors for the Tarrant Appraisal District.

No action was taken on this item.

17. Report on most recent meeting of the following Boards and Commissions:

✓ **Animal Shelter Advisory Board - Councilmember Boyter**

No report was given.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission had a fantastic Chunk Your Junk Day the previous Saturday. A total of 145 cars came through and they reached their capacity of two trucks at 10:45 a.m. A large number of rain checks were issued. The next Commission events are Shred-It Day and an electronics day in conjunction with the 6Stones Fall Festival.

✓ **Community Affairs Commission - Councilmember Boyter**

No report was given.

✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the Commission will meet the following Monday.

✓ **Library Board - Councilmember Davisson**

Councilmember Davisson reported that the Board met and a policy was changed to move people out of study rooms 15 minutes before closing. Library Manager Maria Redburn presented a list of upcoming events during the meeting.

✓ **Parks & Recreation Board - Councilmember Davisson**

No report was given.

✓ **Senior Citizen Advisory Board - Councilmember Turner**

Councilmember Turner reported that the Board will meet on October 21.

✓ **Teen Court Advisory Board - Councilmember Champney**

Councilmember Champney reported that the Board will meet in October. At the last meeting, there was discussion on the need for teen scholarships so Teen Court Coordinator Mindy Eichorst will be making a presentation to the Pacesetters Rotary Club on October 18.

18. Council member reports

Mayor Griffin reported on the recent Community Affairs Commission Mayor's Vision meeting and that an outgrowth of the process includes an interest in doing more of these types of events on a regular basis. He is working with staff to find opportunities to do so.

Councilmember Turner reported on the recent public hearing on the bond issue and stated that another one is coming up on October 17.

19. City Manager/Staff Reports

City Manager Beverly Griffith reported on the upcoming ArtsFest on October 5 from 10:00 a.m. to 5:00 p.m at the Boys Ranch. There will be over 50 artisans, two stages for performances, and food trucks. On October 12 from 10:00 a.m. to 2:00 p.m., the Fire Department will be holding their Open House at the Central Fire Station and the Animal Shelter will be holding their semi-annual Pet Fair and Adopt-a-Thon at the Shelter.

20. Take any action necessary as a result of the Executive Session

No action was necessary as a result of the Executive Session.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 9:18 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 10/08/13

Persons to be Heard

ITEM:

- a) Rev. Melvin Brown, Sr., 2813 Airport Freeway #416, Bedford, Texas 76021 – Requested to speak to Council to evaluate his presentation from the previous Council meeting and to assess the Council's opinion.
- b) John Fletcher, 500 Grapevine Highway, Suite 362, Hurst, Texas 76054 – Requested to speak to the Council regarding exceptions to the city's zoning ordinance to allow whatever kind of promotion that a business has if it can prove that it has been severely impacted by the highway construction.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letters of Request

From: [Melvin Brown Sr.](#)
To: [Wells, Michael](#)
Subject: Bedford Cultural Diversity Initiative
Date: Monday, September 30, 2013 8:56:09 AM
Attachments: [Diversity.odt](#)

Mike;

Please forward to Mr. Jim Griffin for his approval.

I would like to be on the agenda for the next meeting, just to evaluate my presentation and assess the Council's opinion.

Also, complete the response form before the meeting and email the form to me. Need by October 10, 2013

Thank You in advance,
Rev. Melvin E. Brown Sr.

From: John Fletcher [REDACTED]
Sent: Friday, September 27, 2013 7:36 PM
To: Wells, Michael
Cc: Ty Miyahara; Michael Paarup; Syblon, Bill
Subject: Request to speak at Oct. 8 Bedford City Council Meeting

We are requesting that you provide exceptions to the city's zoning ordinance to allow whatever kind of promotion that a business has if it can prove that it has been severely impacted by the highway construction.

John Fletcher
Marketing Strategist
Fletcher Consulting
500 Grapevine Highway Suite 362
Hurst, TX 76054
e: [REDACTED]
[REDACTED]



Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing Director of Community Services

DATE: 10/08/13

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider an ordinance of the City Council of the City of Bedford, Texas, approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2013 annual rate review mechanism filing in all cities exercising original jurisdiction.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The City of Bedford, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). On or about July 15, 2013, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism ("RRM") tariff renewed by the City in 2013 as a continuation and refinement of the previous RRM. This is the first annual RRM filing under the renewed RRM tariff.

The Atmos Mid-Tex RRM filing sought a \$22.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of \$25.7 million. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. The Ordinance and attached rate tariffs are the result of negotiations between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of Atmos Mid-Tex's RRM filing.

The Ordinance resolves the Company's RRM filing by authorizing additional revenues to the Company of \$16.6 million system-wide. For purposes of comparison, this negotiated result is about \$11 million less than what ACSC's consultants calculated that Atmos would have been entitled to if Atmos had filed a case under the Gas Reliability Infrastructure Program ("GRIP") rather than an RRM case. The settlement is expected to increase the average residential customer's bill by approximately \$0.74 per month. If the City fails to act on this ordinance, the rate payers of Bedford would more than likely be subject to the original rates requested by Atmos.

The adoption of this item will approve rates (shown on "Attachment A" to the Ordinance) that reflect the negotiated rate changes pursuant to the RRM process and to ratify the recommendation of the ACSC Executive Committee. The new rates to increase Atmos Mid-Tex's revenues will be effective November 1, 2013.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance of the City Council of the City of Bedford, Texas, approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2013 annual rate review mechanism filing in all cities exercising original jurisdiction.

FISCAL IMPACT:

N/A

ATTACHMENTS:

**Ordinance
Rate Tariff – Attachment A**

ORDINANCE NO. 13-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2013 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; PROVIDING A MOST FAVORED NATIONS CLAUSE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.

WHEREAS, the City of Bedford, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and,

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and,

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature; and,

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM tariff; and,

WHEREAS, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and,

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years; and,

WHEREAS, the RRM renewal tariff contemplates reimbursement of ACSC Cities' reasonable expenses associated with RRM applications; and,

WHEREAS, on or about July 15, 2013, the Company filed with the City its first annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by \$22.7 million; and,

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company's RRM filing; and,

WHEREAS, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenues by \$16.6 million; and,

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by ACSC Cities and are just, reasonable, and in the public interest.

ORDINANCE NO. 13-

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

- SECTION 1. That the findings set forth in this Ordinance are hereby in all things approved.
- SECTION 2. That the City Council finds the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.
- SECTION 3. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's RRM application.
- SECTION 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.
- SECTION 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
- SECTION 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.
- SECTION 7. That if ACSC determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in Atmos' 2013 RRM filing would be more beneficial to the ACSC Cities than the terms of the attached tariffs, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally and automatically accrue to the ACSC Cities, including the City, without the need for City to take any further action. If this automatic adjustment occurs, Atmos Mid-Tex shall promptly thereafter file with the City an amended tariff documenting the adjustment to rates.
- SECTION 8. That this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after November 1, 2013.
- SECTION 9. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PRESENTED AND PASSED on this 8th day of October 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ORDINANCE NO. 13-

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Attachment A

Atmos Mid-Tex Tariffs
Effective November 1, 2013

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 17.70 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 17.72 per month
Commodity Charge – All <u>Ccf</u>	\$0.05831 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 35.75 per month
Rider CEE Surcharge	\$ 0.10 per month ¹
Total Customer Charge	\$ 35.85 per month
Commodity Charge – All Ccf	\$ 0.06893 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(Bl_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- Bl_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.97	0.1318	96.50	0.5659
Austin	11.05	0.1262	189.59	0.7195
Dallas	13.13	0.1832	171.84	0.8797
Waco	9.78	0.1262	117.60	0.5774
Wichita Falls	10.99	0.1297	107.70	0.5041

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNA factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.



Council Agenda Background

PRESENTER: James Tindell, Fire Chief

DATE: 10/08/2013

Council Mission Area: Provide a safe and friendly community environment.

ITEM:

Consider a resolution authorizing payment to the City of North Richland Hills, in the amount of \$16,540.41, to provide continuous maintenance for subscriber radios and auxiliary equipment.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

A radio maintenance agreement between the cities of Bedford and North Richland Hills originated on October 1, 1996. The City of North Richland Hills coordinates a radio maintenance consortium between the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Keller, North Richland Hills, Richland Hills, Southlake and Tarrant County. A substantial savings in the cost of maintenance for subscriber radio and auxiliary units can be obtained by participating in the consortium, while maintaining local control of the programming and management of each subscriber radio and auxiliary units.

The City of Bedford has determined the necessity to secure radio services with the City of North Richland Hills, in the amount of \$16,540.41, to provide continuous maintenance to subscriber radios and auxiliary equipment to obtain maximum performance.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing payment to the City of North Richland Hills, in the amount of \$16,540.41, to provide continuous maintenance for subscriber radios and auxiliary equipment.

FISCAL IMPACT:

General Fund:	\$15,547.99
Water and Sewer Fund:	\$827.02
Storm Water Fund:	\$165.40
Total:	\$16,540.41

ATTACHMENTS:

Resolution
2013/2014 Contract
1996 Interlocal Agreement

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING PAYMENT TO THE CITY OF NORTH RICHLAND HILLS, IN THE AMOUNT OF \$16,540.41, TO PROVIDE CONTINUOUS MAINTENANCE TO SUBSCRIBER RADIOS AND AUXILIARY EQUIPMENT.

WHEREAS, the City of North Richland Hills coordinates a radio maintenance consortium with the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Keller, North Richland Hills, Richland Hills, Southlake and Tarrant County; and,

WHEREAS, the City Council of Bedford, Texas approved an interlocal agreement with the City of North Richland Hills on March 26, 1996 to join the radio maintenance consortium; and,

WHEREAS, monthly maintenance rates are based on the number of subscriber radio and auxiliary units in the contract; and,

WHEREAS, a substantial savings in the cost of maintenance for subscriber radio and auxiliary units can be obtained by participating in the consortium while maintaining local control of the programming and management of each subscriber radio and auxiliary units; and,

WHEREAS, the City of Bedford has determined the necessity to secure radio services with the City of North Richland Hills Radio Frequency Consortium in the amount of \$15,547.99 from the General Fund, \$827.02 from the Water Fund and \$165.40 from the Storm Water Fund, for a total of \$16,540.41 to provide continuous maintenance to subscriber radio and auxiliary units to obtain maximum performance; and,

WHEREAS, the agreement would commence October 1, 2013 and expire September 30, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council hereby authorizes payment to the City of North Richland Hills in the amount of \$16,540.41, in accordance with the 1996 interlocal agreement.

PASSED AND APPROVED this 8th day of October, 2013 by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



MOTOROLA

Rev. 2/24/13

*Radio Parts and Service Group
United States / Canada Service Division-West*

These are the terms and conditions for the 2013-2014 contract and are substantially the same terms and conditions as under the current 2012-2013 contract.

**NORTH RICHLAND HILLS RF CONSORTIUM
MAINTENANCE AGREEMENT TERMS & FEATURES**

1. Unlimited repair and check out of covered units.
2. Reprogramming of Subscriber Units (i.e. Mobiles, Portables & control Stations) is based on the following criteria:
 - (a.) Reprogramming is covered when radios are repaired, and the repair requires a unit to be programmed using an existing template.
 - (b) One template change, per unit, per year is included.
3. Preventive Maintenance check of each subscriber once per year will be scheduled with the customer entity by DFW Communications. Any available firmware updates will be installed in the subscriber during the yearly PM.
4. Any change in the budgetary figure for contracts needs to be communicated in writing to all users prior to Feb 28 of the year the new contract will begin. The Consortium's exclusive monthly price for basic subscriber coverage for contract period of 2013-2014 is remaining at \$5.88 per unit.

To the subscribers monthly per unit cost of \$5.88 you will need to add the price shown below for the batteries you choose to cover under this agreement. (Basic pricing is per unit, per month and does not include portable batteries).

(Example: \$5.88 + NTN9815 \$4.99 = \$10.87 per unit per month)

MTS 2000

NTN 7143CR	\$2.10
NTN 7144	\$2.10

XTS1500

NTN 9815	\$4.99
NTN 9816	\$4.28

NTN 9858	\$5.33
NTN 9857	\$7.17

XTS 2500

NTN 9815	\$4.99
NTN 9816	\$4.28
NTN 9858	\$5.33
NTN 9857	\$7.17
NNTN 6263	\$4.11

XTS 3000/3500/5000

HNN 9031	\$9.01
HNN 9032	\$10.93
NNTN 4435	\$10.58
NNTN 4436	\$11.66
NNTN 4437	\$12.24
NNTN 6034	\$13.56
NTN 8297	\$10.93
NTN 9862	\$13.13
RNN 4006	\$10.93
RNN 4007	\$13.13
NTN 8294B	\$4.37
NTN 8297A	\$6.65

5. Prices are per unit/per month, and include parts and labor. Definition of covered or uncovered items is:
 - (a.) Radio housing, antenna, single unit charger and internal components are covered.
 - (b.) Remote speaker microphones may be added as an option by any member of consortium for \$3.15 per unit per month.

6. Units that are physically abused, or water damaged will be covered up to \$150.00 of the combined parts and labor costs necessary to repair. Additional costs will be billed directly from the local service provider at an exclusive to Consortium customer rate of \$105.00 per hour, plus parts.

7. Maintenance Agreement covers the repair or replacement of one (1) antenna and one (1) single unit charger per unit per year, if these items are found to be defective.

8. Based on the wide variety of batteries being used by Consortium members today, we will no longer replace 50% of the total subscriber count. Each Consortium member must provide a predetermined quantity of replacement batteries they choose to have covered during the contract period and provide a predetermined selection of which battery part number they choose to have covered under this agreement. Each battery part number is individually priced as explained above in line item 4.

Battery Maintenance as part of this agreement is defined as replacement of defective batteries that you have chosen to cover. The exchange will be one for one. Each covered defective battery brought in for replacement will be exchanged for a new battery (same part number as the defective battery only).

Batteries will only be replaced after analysis at the DFW depot determines they are bad or defective. Batteries will be deemed replaceable when they are found to perform at less than 80% capacity.

9. All repairs will be performed 8:00 am to 4:30 PM, Monday through Friday, except where noted otherwise (excludes weekends and holidays).
10. Pick up and delivery of subscriber portable units will be on demand, not to exceed two (2) calls per week. Allow twelve (12) business hours response time.
11. Fire and Ambulance mobile radios can be serviced at customer location Monday - Friday 8:00 - 4:30 (excludes Dave Clark, SetCom, and/or other apparatus equipment). All other mobiles must be serviced at one of three area Motorola Service Stations.
12. Installation and removal services to be addressed and quoted on an individual basis.
13. Repair time of subscriber units (i.e. mobiles, portables, and control stations) shall not exceed five (5) working days, without notification of any parts backordered and/or other delays. Radios no longer supported by Motorola, such as analog Spectra will be serviced locally based on parts availability.
14. Motorola Customer Support Manager will be responsible for working with the customer's contract administrator, to track, update, and adjust equipment inventory as changes occur.
15. Above contract work will be performed at an exclusive to Consortium customer rate of \$105.00 per hour, plus parts.
16. Discounts will be applied for annual payment of contract received in advance (discount rates to be determined at each contract renewal).
17. Telephone consultation and support will be provided by DFW Communications at no additional.
18. Console Operator Positions are \$183.75 per operator position.

19. Central Electronic Bank Equipment will receive full 24X7 coverage during the contract period.
20. Control Stations are permanent installations and have not been treated as mobiles, as the contract intended. Repairs have been consistently made at the customer location. Control Stations will be offered at a billing rate of \$15.75 per month. Programming will continue to be offered per the original contract terms, when taken to any of DFW Communications three (3) service locations.
21. Time & Material rates for non-contract items are as follows:
 - Normal Business Hours: \$105.00 per hour plus parts. There is a trip charge of \$85.00 for each call out. Hourly rate begins upon arrival at customer location.
 - After Hours: \$157.50 per hour plus parts, with a minimum charge of 4 hours. There is no trip charge incurred. Hourly rate begins from point of origin.
22. To clarify the repair on XTS submersible intrinsically safe radios, the seals on XTS submersible radios are guaranteed for one (1) year from date of purchase only. Seal failure will not be considered physical damage, unless there is apparent physical damage to the radio that caused the seal to fail.

STATE OF TEXAS

CITY OF BEDFORD

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)

AGREEMENT

This Agreement, made and entered into by and between the City of Bedford, a municipal corporation, located in Tarrant County, Texas, hereinafter called "Bedford," and the City of North Richland Hills, a municipal corporation, located in Tarrant County, Texas, hereinafter called "North Richland Hills," evidences the following:

WHEREAS, North Richland Hills, and Bedford desire to enter into an Agreement at the request of Bedford for inclusion into a radio maintenance agreement between the City of North Richland Hills and Motorola Communications and Electronics, Incorporated, hereinafter called "Motorola;" and

WHEREAS, The Interlocal Cooperation Act, Chapter 791 et seq, Texas Government Code, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the term of the Act; and

WHEREAS, North Richland Hills has negotiated a sole source contract with Motorola and is available to perform the functions described herein; and

WHEREAS, Bedford has current revenues available and allocated for this agreement; and

WHEREAS, it is mutually advantageous to both parties to enter into the arrangement evidenced by this Agreement;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein, agree as follows;

The responsibility of each government entity is outlined below:

I.

BEDFORD

Bedford hereby agrees:

1. To become a part of what is being termed the "North Richland Hills Consortium" which represents a sole source negotiation, by North Richland Hills, for collective radio maintenance covering several governmental agencies throughout Tarrant County.
2. To include all Motorola radio equipment in the maintenance contract which was purchased from Motorola as a part of Bedford joining any 800 Mhz trunked radio system that utilizes the same radio products as those utilized by the Fort Worth 800 Mhz trunked radio system..
3. To ensure optimum efficiency by providing timely repairs to any of its own equipment through direct contact with Motorola. Bedford understands that the benefits derived from joining the "North Richland Hills Consortium" are those seen through bulk discounts based upon total numbers of radios covered under the negotiated contract with Motorola.

4. That the purchase radio maintenance shall be made directly in North Richland Hills and that the fees for such coverage shall be only those fees charged by Motorola. All funds that are paid to North Richland Hills will be based on invoicing that will originate from Motorola to North Richland Hills. North Richland Hills will then create invoicing which will be passed along to Bedford and any other governmental agencies who become a part of the "North Richland Hills Consortium."
5. That payment for this service must be prompt since North Richland Hills does not have escrow funds available to cover all governmental agencies that have expressed a desire to participate in the "North Richland Hills Consortium."
6. That this "Agreement" may be cancelled at any time in compliance with Section VI, "TERMS", of this Agreement. Such written notice must originate from the City Manager, Chief of Police or City Purchasing Agent. Upon cancellation of the "Agreement" North Richland Hills will obtain any applicable refunds from Motorola, if such refunds exist, and will pay the refund amount to Bedford.
7. To provide equipment listings of equipment, owned by Bedford, consisting of Make, Model, Serial Number and any other information deemed necessary for North Richland Hills to properly manage the maintenance agreement process.

NORTH RICHLAND HILLS

North Richland Hills hereby agrees:

1. To provide Bedford access to a negotiated radio maintenance agreement that provides bulk discounting at a more favorable rate than Bedford could obtain alone.
2. To provide invoicing and notice of fee changes to Bedford as soon as is practicable after having received such fee adjustments from Motorola.
3. To provide any information dealing with the radio maintenance agreement available to Bedford upon request.
4. To act as the central receiving point for all Motorola originated invoices or refunds and to assure that payment is made to Motorola as quickly as possible after having received payment from members of the "North Richland Hills Consortium." North Richland Hills will also pass refunds back to any agency on whose behalf the refund was made.
5. To gather information from the members of the "North Richland Hills Consortium" which is needed by Motorola so as to enter into a proper radio maintenance agreement. Motorola has indicated that they will create addenda to the original contract which will have the equipment of each member agency contained within them. There will be an addendum for each agency with a listing of the equipment covered.

II. AUTHORIZATION

North Richland Hills authorizes Bedford to deal directly with Motorola regarding all issues except payment of invoiced fees or refunds. Bedford authorizes North Richland Hills to negotiate on its behalf with the

understanding that North Richland Hills shall act in the best interest of the group as a whole rather than any agency as an individual. Bedford shall be kept abreast of all attempts to negotiate future fees and will be made a part of such negotiations by their representatives attending meetings held for the purpose of fee negotiations.

III. CONTROL

It is understood by both parties that the intent of this agreement is to achieve the lowest cost possible for radio maintenance and that this is being accomplished through several governmental agencies pooling their radio equipment into a larger aggregate, thus providing the ability to obtain better bulk discount rates.

IV. OPERATION WARRANTY

North Richland Hills makes no representations or warranties regarding the normal management of the radio maintenance agreement process other than outlined below:

In the event of problems arising between Bedford and Motorola, North Richland Hills shall not be held responsible for anything other than the handling of invoicing and payments as outlined in this Agreement. The contents of invoicing will have an origination point of Motorola and will not be raised or lowered by North Richland Hills unless an invoicing error is encountered. If such an error is found, Bedford will be immediately notified of the reason for the raising or lowering of the invoice.

V. CLAIMS

To the extent allowed by law, each jurisdiction does hereby waive all claims against and agrees to release every other City or County, its police department, Sheriff's Department, officials, agents, officers and employees in both their public and private capacities, from and against any and all claims, suits, demands, losses, damages, causes of action and liability of every kind, including but not limited to court costs and attorney's fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of any property arising out of or occurring as a consequence of the performance of this agreement whether such injuries, death or damages are caused by the sole negligence or the joint negligence of any jurisdiction, its officials, agents, officers and employees. It is the express intention of the parties hereto that the waiver and release provided for in this paragraph includes claims arising out of such other City's or County's own negligence, whether that negligence is a sole or a concurring cause of the injury, death or damage.

It is expressly understood and agreed that, in the execution of this Agreement, no jurisdiction waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VI. TERMS

The initial term of this Agreement shall be one (1) year, and shall automatically renew itself on a yearly basis thereafter unless either party decides to terminate, or both parties mutually agree to change or modify the conditions of this Agreement. Any change in the approved yearly fee, including increase of anticipated expenses, cost of equipment, software development, or maintenance enhancements shall be fully documented.

Bedford will be advised by February 1st of each year of proposed fee increases in order to provide for adequate considerations in their budget development process. Bedford's portion of any radio maintenance costs will be prorated, based on the number of radios or other related equipment covered under the maintenance contract at the time of the fee increase. Fee increases will not take effect until October 1st of any year which give the parties eight (8) months from the February 1st notice requirements in order to plan for the increase. Additional equipment may be added at any time and a prorated charge will be figured for each additional unit of equipment added.

If either party decides to terminate this Agreement, after the initial term, written notice, to the following respective addresses, must be received by the other party not later than ninety (90) days before the renewal date. The fee herein set out shall be payable on or before October 31st of each year, except for the first year, which shall be prorated and payable within thirty (30) days of Bedford's beginning coverage date as listed in the maintenance contract with North Richland Hills and Motorola.

City Manager
City of North Richland Hills
P. O. Box 820609
North Richland Hills, Texas 76182-0609

City Manager
City of Bedford
2000 Forest Ridge
Bedford, Texas 76021

This Agreement was signed and executed on this _____ day of _____, 1996.
(Execution of Contract shall be construed as the latest City Council Approval Date listed below)

CITY OF NORTH RICHLAND HILLS

CITY OF BEDFORD

City Manager

City Manager

ATTEST:

ATTEST:

Chief of Police

City Secretary

This agreement was executed by North Richland Hills on the 27th day of June, 1994.

(City Council Resolution Number 94-28)

This agreement was executed by Bedford on the _____ day of _____, 1996

(City Council Resolution Number _____)



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: 10/08/13

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a Construction Administration Agreement with Kimley-Horn and Associates, Inc., in the amount of \$95,900, for the Northwest Pressure Plane Improvements Project.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

During the construction phase of the Northwest Pressure Plane Project it will be necessary to have administrative oversight of the project due to the complexity of the project. The proposed Construction Administration Agreement is with the project's design engineering firm, Kimley-Horn and Associates, Inc. The agreement includes a pre-construction meeting, site visits and observation of construction, progress meetings, recommendations and clarification interpretations of the project. Details are included in the attached agreement.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Construction Administration Agreement with Kimley-Horn and Associates, Inc., in the amount of \$95,900, for the Northwest Pressure Plane Improvements Project.

FISCAL IMPACT:

Contract Amount:	\$95,900
Series 2011 Water and Sewer CO:	\$41,280
Series 2012 Water and Sewer CO:	\$54,620
Difference:	\$0

ATTACHMENTS:

Resolution
Construction Administration Agreement

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION ADMINISTRATION AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., IN THE AMOUNT OF \$95,900, FOR THE NORTHWEST PRESSURE PLANE IMPROVEMENTS PROJECT.

WHEREAS, the City Council of Bedford, Texas has determined that administrative oversight of the Northwest Pressure Plane Improvements Project is necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a Construction Administration Agreement with Kimley-Horn and Associates, Inc., in the amount of \$95,900, for the above titled public works improvements.

SECTION 3. That funding in the amount of \$41,280 will come from the 2011 Water and Sewer Certificates of Obligation and \$54,620 will come from the 2012 Water and Sewer Certificate of Obligation.

PASSED AND APPROVED this 8th day of October, 2013, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry City Attorney



Kimley-Horn
and Associates, Inc.

August 26, 2013

Mr. Thomas Hoover, P.E.
Director of Public Works
1813 Reliance Parkway
Bedford, Texas 76021

Suite 1000
12750 Merit Drive
Dallas, Texas
75251

TEL: 972.770.1300

Re: Construction Administration for Pressure Plane Improvements Project

Dear Mr. Hoover:

The City of Bedford is planning to construction the Pressure Plane Improvements Project for addressing low pressure issues located in the northwest portion of the City. Kimley-Horn and Associates, Inc. (KHA) will provide services during construction to assist the City. Our scope of services and fee are located below.

SCOPE OF SERVICES

TASK 1 – CONSTRUCTION PHASE SERVICES

A. Pre-Construction Conference

KHA will conduct a Pre-Construction Conference prior to commencement of Work at the Site.

B. Visit to Site and Observation of Construction

KHA will provide periodic on-site construction observation services during the construction phase. Make visits at intervals as directed by Client in order to observe the progress of the Work or as deemed necessary based on the current work being performed. Such visits and observations are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. A maximum of six (6) site visit are assumed for budget purposes. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on exercise of professional judgment. Based on information obtained during such visits and such observations, KHA will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and will keep Client informed of the general progress of the Work.

KHA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences,



schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, KHA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

C. Construction Progress Meetings

KHA will attend construction progress meetings as directed by the Client and will prepared meeting notes for progress meetings attended. A maximum of five (5) progress meetings are assumed for budget purposes.

D. Booster Station Plant Site Visit

KHA will visit the plant during the construction and/or testing of the pre-packaged booster station. A maximum of one (1) plant site visit is assumed for budget purposes.

E. Recommendations with Respect to Defective Work

Recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, KHA believes that such work will not produce a completed Project that conforms generally to Contract Documents.

F. Clarification and Interpretations

Respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

G. Change Orders

Recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.



Kimley-Horn
and Associates, Inc.

August 26, 2013

Mr. Thomas Hoover, P.E.
Director of Public Works
1813 Reliance Parkway
Bedford, Texas 76021

Site 1000
12750 Merit Drive
Dallas, Texas
75251

TEL 972 770 1300

Re: Construction Administration for Pressure Plane Improvements Project

Dear Mr. Hoover:

The City of Bedford is planning to construction the Pressure Plane Improvements Project for addressing low pressure issues located in the northwest portion of the City. Kimley-Horn and Associates, Inc. (KHA) will provide services during construction to assist the City. Our scope of services and fee are located below.

SCOPE OF SERVICES

TASK 1 – CONSTRUCTION PHASE SERVICES

A. Pre-Construction Conference

KHA will conduct a Pre-Construction Conference prior to commencement of Work at the Site.

B. Visit to Site and Observation of Construction

KHA will provide periodic on-site construction observation services during the construction phase. Make visits at intervals as directed by Client in order to observe the progress of the Work or as deemed necessary based on the current work being performed. Such visits and observations are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. A maximum of six (6) site visit are assumed for budget purposes. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on exercise of professional judgment. Based on information obtained during such visits and such observations, KHA will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and will keep Client informed of the general progress of the Work.

KHA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences,



schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, KHA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

C. Construction Progress Meetings

KHA will attend construction progress meetings as directed by the Client and will prepared meeting notes for progress meetings attended. A maximum of five (5) progress meetings are assumed for budget purposes.

D. Booster Station Plant Site Visit

KHA will visit the plant during the construction and/or testing of the pre-packaged booster station. A maximum of one (1) plant site visit is assumed for budget purposes.

E. Recommendations with Respect to Defective Work

Recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, KHA believes that such work will not produce a completed Project that conforms generally to Contract Documents.

F. Clarification and Interpretations

Respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

G. Change Orders

Recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.



H. Shop Drawings and Samples

Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

I. Substitutes and "Or-Equal"

Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

J. Disagreements between Client and Contractor

If requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work.

K. Substantial Completion

After notice from Contractor that it considers the entire 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.

L. Final Notice of Acceptability of the Work

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. Recommend in writing, final payment to Contractor.

M. Applications for Payment

KHA will review the applications for payment and provide recommendations with respect to payment.



N. Pump Station Start Up

KHA will attend the pump station start up to observe pump operations and electrical components.

O. Limitation of Responsibilities

KHA shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. KHA shall not have the authority or responsibility to stop the work of any Contractor.

P. Coordinate with SCADA Integrator

KHA will coordinate with the SCADA Integrator to connect the booster system to the City's SCADA system.

TASK 2 – RECORD DRAWINGS

A. Record Drawing Preparation

Prepare record drawings from contractor's marks showing changes made during construction. Transfer contractor's marks to digital format. KHA will be provided the contractor's revisions and shall not be responsible for verifying their completeness or accuracy.

B. Deliverables

One (1) copy of Reproducible Record Drawings on mylar

One (1) compact disc containing Record Drawings in digital format (PDF, TIFF, CAD)

C. Services Provided by City

Review of Contractor's marks for completeness and accuracy

TASK 3 – SECOND CONTRACTOR CONSTRUCTION CONTRACT ADMINISTRATION

The project may be constructed by two separate contractors. Additional coordination will be required for multiple contractors. This task will involve the construction phase services detailed in Task 1 required for an additional contractor.



SCOPE OF ADDITIONAL SERVICES

Additional services to be performed if authorized by the Client, but which are not included in the aforementioned Scope of Services, are as follows:

- A. Accompanying the Client's personnel when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- B. Assisting Client or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- C. Legal description for parcels.
- D. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- F. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- G. Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- H. Providing any presentations to City Council other than those listed in the scope of services.
- I. Obtaining right of entry for access onto private property.
- J. Any traffic control design.
- K. Any meetings not listed in the Scope of Services.
- L. Any services not listed in the Scope of Services.



COMPENSATION

KHA will provide the Scope of Services on a labor fee plus expense basis. Labor fee will be billed according to the attached rate schedule, which is subject to annual adjustment. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A 6% fee will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

TASK 1 – CONSTRUCTION PHASE SERVICES

• <i>Shop Drawing Review</i>	\$23,400
• <i>Project Meetings (Pre-Construction, Five Progress)</i>	\$7,000
• <i>Site Visits (Six Site Visits, Booster Station Plant Visit, Substantial Walk-Through, Final Walk-Through, Start-Up)</i>	\$15,000
• <i>Address Request for Information</i>	\$4,100
• <i>Address Change Orders</i>	\$4,000
• <i>Prepare Pay Requests</i>	\$5,000
• <i>SCADA & Electrical Administration</i>	\$16,000

KHA will perform the services described in Task 1 for an amount not to exceed \$91,500.

TASK 2 – RECORD DRAWINGS

KHA will perform the services described in Task 2 for an amount not to exceed \$4,400.

TASK 3 – SECOND CONTRACTOR CONSTRUCTION CONTRACT ADMINISTRATION

KHA will perform the services described in Task 3 for an amount not to exceed \$17,000.

The total amount recommended to budget for the project is \$95,900

Additional services will be negotiated at the time they are identified.



Kimley-Horn
and Associates, Inc.

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$185 - \$225
Senior Professional II	\$145 - \$190
Professional	\$80 - \$130
Designer	\$125 - \$140
Technical Support	\$65 - \$115
Clerical/Administrative Support	\$60 - \$90

Effective August 2012



Kimley-Horn
and Associates, Inc.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Master Services Agreement which are incorporated by reference. .

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy and return the other to me. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you and look forward to continuing to work for the City of Bedford. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Todd Strouse
Project Manager

Eric Smith
Assistant Secretary

Attachments – Master Services Agreement

Agreed to this 26 day of August, 2013.

THE CITY OF BEDFORD, TEXAS
A Municipality

By: _____

Official Seal:

(Print or Type Name)

Title: _____

_____, Witness
(Print or Type Name)



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: 10/08/13

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to authorize payment to Control Integrity, Inc., in an amount not to exceed \$31,085, for the completion of the Simpson Terrace Potable Water Well Supervisory Control And Data Acquisition (SCADA) Project.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The original contractor, DNA Automation, Inc. was declared deficient and in default of the terms of the contract dated September 11, 2012 for the SCADA Project. The completion of the SCADA project is critical to the completion of the construction of the Simpson Terrace Potable Water Well.

Control Integrity, Inc. was hired to complete the SCADA project. Additional funds are needed for the programming of the software, purchasing of missing parts and completing the installation. The missing items include an RTV cabinet, pressure switches, routers, new wiring and conduit. The \$31,085 would include a cap on funding not to exceed \$20,000 for programming and installation and a cap on funding in the amount of \$11,085 for missing parts.

The City will attempt to recover the additional cost from the bonding company of DNA Automation, Inc. Any proceeds will be reimbursed to the 2010 Water and Sewer Certificates of Obligation.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to authorize payment to Control Integrity, Inc., in an amount not to exceed \$31,085, for the completion of the Simpson Terrace Potable Water Well Supervisory Control And Data Acquisition (SCADA) Project.

FISCAL IMPACT:

Original Contract SCADA:	\$136,500
Previous Payments to DNA:	<\$120,410>
Balance of Contract Amount:	\$16,090
New Contract Amount:	<\$31,085>
Series 2010 WS CO:	\$14,995
Difference:	\$0

ATTACHMENTS:

Resolution

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AUTHORIZE PAYMENT TO CONTROL INTEGRITY, INC., IN AN AMOUNT NOT TO EXCEED \$31,085, FOR THE COMPLETION OF THE SIMPSON TERRACE WELL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) PROJECT.

WHEREAS, the City Council of Bedford, Texas has determined that funding is necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas has determined that the additional items are needed for the completion of the SCADA portion of the Simpson Terrace Well Project; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize payment to Control Integrity, Inc., in an amount not to exceed \$31,085, for the above-titled public works improvements.

SECTION 3. That funding in the amount of \$31,085 will come from the 2010 Water and Sewer Certificates of Obligation.

PASSED AND APPROVED this 8th day of October, 2013, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry City Attorney



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: 10/08/13

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to authorize payment to Tommy's Electric, LLC, in the amount of \$16,078, for electric work needed for the completion of the Simpson Terrace Potable Water Well Supervisory Control And Data Acquisition (SCADA) Project and pump controls.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The original contractor, DNA Automation, Inc., was declared deficient and in default of the terms of the contract dated September 11, 2012 for the SCADA Project. The completion of the SCADA Project and the pump controls is critical to the completion of construction of the Simpson Terrace Potable Water Well.

Tommy's Electric, LLC was hired to complete the SCADA and pump control work. This includes installing the missing wiring and conduits on the SCADA Project, in the amount of \$10,134. The other item is for electric work, in the amount of \$5,944, needed for installing the Simpson Terrace Well pump controls. The total amount needed for Tommy's Electric, LLC to complete both projects is \$16,078.

Staff will attempt to recover the additional cost from the bonding company of DNA Automation, Inc. Any proceeds will be reimbursed to the 2010 Water and Sewer Certificates of Obligation.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to authorize payment to Tommy's Electric, LLC, in the amount of \$16,078, for electric work needed for the completion of the Simpson Terrace Potable Water Well Supervisory Control And Data Acquisition (SCADA) Project and pump controls.

FISCAL IMPACT:

New Contract Amount:	\$16,078
Series 2010 WS CO:	\$10,134
Series 2012 WS CO:	\$5,944
Difference:	\$0

ATTACHMENTS:

Resolution

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AUTHORIZE PAYMENT TO TOMMY'S ELECTRIC, LLC, IN THE AMOUNT OF \$16,078, FOR ELECTRIC WORK NEEDED FOR THE COMPLETION OF THE SIMPSON TERRACE POTABLE WATER WELL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) PROJECT AND PUMP CONTROLS.

WHEREAS, the City Council of Bedford, Texas has determined that funding is necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas has determined that the additional items are needed for the completion of the Simpson Terrace Potable Water Well SCADA Project and pump controls; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize payment to Tommy's Electric, LLC, in the amount of \$16,078, for the above-titled public works improvements.

SECTION 3. That funding in the amount of \$10,134 will come from the 2010 Water and Sewer Certificates of Obligation and \$5,944 will come from the 2012 Water and Sewer Certificates of Obligation.

PASSED AND APPROVED this 8th day of October, 2013, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry City Attorney



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 10/08/13

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution appointing a member to the City's Charter Review Committee.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

At their September 24, 2013 meeting, the Council appointed 14 of 15 members to the City's Charter Review Committee. Councilmember Boyter was unable to attend that meeting and therefore will have an opportunity to select an applicant to fill the remaining opening on the Committee. Attached are the applications of those that have not yet been selected. Please note that submitting an application is not a prerequisite for being appointed.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution appointing a member to the City's Charter Review Committee.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 13-

A RESOLUTION APPOINTING A MEMBER TO THE CITY'S CHARTER REVIEW COMMITTEE.

WHEREAS, the City Council of Bedford, Texas established a Charter Review Committee through Resolution 13-61 approved on August 13, 2013; and,

WHEREAS, the City Council of Bedford, Texas appointed 14 of 15 members of the Committee at their September 24, 2013 meeting; and,

WHEREAS, the City Council of Bedford, Texas needs to appoint a citizen for the open position on the Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.

SECTION 2. That _____, a qualified citizen, is hereby appointed to the City of Bedford's Charter Review Committee.

SECTION 3. This resolution shall take effect upon its passage and approval and in accordance with State law and the Charter of the City of Bedford.

PASSED AND APPROVED this 8th day of October 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney