

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
FIRST FLOOR CONFERENCE ROOM
TUESDAY, MAY 10, 2016 – 5:30 P.M.**

I. Call to Order

II. Informational Items

III. Discussion of Agenda Item(s) 6

Consider Ordinance 2319, first reading, resolving the 2016 Atmos Mid-Tex Rate Review Mechanism (RRM) Filing

Clay Caruthers

IV. Discussion of Agenda Item(s) 7

Consider authorizing the city manager to enter into an Engineering Services Contract with Freese and Nichols, Inc. for TAP Safety and Access to School Project, Harrison Lane Elementary and Hurst Junior High areas

Greg Dickens

V. Adjournment

Posted by: _____

This the 6th day of May 2016, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (817) 788-7041 or FAX (817) 788-7054, or call TDD 1-800-RELAY-TX (1-800-735-2989) for information or assistance.

**REGULAR MEETING AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
TUESDAY, MAY 10, 2016**

AGENDA:

5:30 p.m. - City Council Work Session (City Hall, First Floor Conference Room)

6:30 p.m. - City Council Meeting (City Hall, Council Chamber)

CALL TO ORDER

INVOCATION (Councilmember Larry Kitchens)

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. Presentation by Youth in Government participants and presentation of scholarships

CONSENT AGENDA

2. Consider approval of the minutes for the April 26 and May 3, 2016 City Council meetings
3. Consider Ordinance 2317, second reading, SP-16-02, Mid Cities Wellness Center, a site plan revision for signage only on Lot 2, Block 1, Classic Concepts Addition, being .48 acre located at 466 Mid Cities Boulevard
4. Consider Ordinance 2318, first reading, amending Chapter 26, "Water and Sanitary Sewers" Article II, Section 26-44, Cross-Connection Regulations to include prohibited conduct
5. Consider authorizing the City Manager to enter into an Engineering Services Contract Amendment No. 1 with Halff Associates, Inc. for design of Pipeline Road, Phase 3

ORDINANCE(S)

6. Consider Ordinance 2319, first reading, resolving the 2016 Atmos Mid-Tex Rate Review Mechanism (RRM) Filing

ACTION ITEM(S)

7. Consider authorizing the city manager to enter into an Engineering Services Contract with Freese and Nichols, Inc. for TAP Safety and Access to School Project, Harrison Lane Elementary and Hurst Junior High areas

OTHER BUSINESS

- 8. Review of upcoming calendar items
- 9. City Council Reports

PUBLIC INVITED TO BE HEARD – A REQUEST TO APPEAR CARD MUST BE COMPLETED AND RETURNED TO THE CITY SECRETARY TO BE RECOGNIZED

EXECUTIVE SESSION in Compliance With the Provisions of the Texas Open Meetings Law, Authorized by Texas Government Code, Section 551.074, Personnel - (City Council Appointees) and to reconvene in Open Session at the conclusion of the Executive Session

- 10. Take any and all action necessary ensuing from Executive Session

ADJOURNMENT

Posted by: _____

This 6th day of May 2016, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (817) 788-7041 or FAX (817) 788-7054, or call TDD 1-800-RELAY-TX (1-800-735-2989) for information or assistance.

City Council Staff Report

SUBJECT: City Council will recognize the 2016 City of Hurst Youth In Government graduates	
Supporting Documents:	
List of Graduates	Meeting Date: 5/10/2016 Department: Communications Reviewed by: Kara Crane City Manager Review:
Background/Analysis:	
<p>Youth In Government is a City Council program in its fourteenth year. This dynamic program is designed to provide students with a better understanding of the workings of local government. The program allows students to explore possible career paths while getting hands on experience in different departments and building their resume. They get the opportunity to meet local officials, interact with students from other schools, participate in community service projects, and make a difference in the community. The goal of the Youth In Government program is to better equip the students to fully participate in the process of building Hurst's future.</p>	
Funding Source:	
There is no financial impact.	
Recommendation:	
There is no staff recommendation.	

2016 Youth in Government Graduates

Diamond Brown

Asher James

Bayley Sirmon

Camryn Caruthers

James Loke

Joey Lazo

Jonathan Crane

Natalie Spencer

**Minutes
Hurst City Council
Work Session
Tuesday, April 26, 2016**

On the 26th day of April 2016, at 5:40 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at Hurst City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Bill McLendon	)	Mayor Pro Tem
Larry Kitchens	)	Councilmembers
Anna Holzer)	
Henry Wilson)	
Nancy Welton)	
David Booe)	
Allan Weegar	)	City Manager
Cathy Cunningham	)	City Attorney
Allan Heindel	)	Deputy City Manager
Clay Caruthers	)	Assistant City Manager
Rita Frick	)	City Secretary
Steve Bowden	)	Executive Director of Development
Michelle Lazo	)	Managing Director of Development

With the following Councilmembers absent: none, constituting a quorum; at which time, the following business was transacted:

- I. Call to Order – The meeting was called to order at 5:40 p.m.**

- II. Informational Items –** City Manager Allan Weegar briefed Councilmembers on staff’s intention to install a stop sign on Norwood Drive. Assistant City Manager Clay Caruthers provided information to be presented at the Revenue Hearings April 27, 2016, at UT Arlington. Executive Director of Economic Development Steve Bowden introduced new Northeast Mall Manager Devin Caulson, and his wife, Dawn.

- III. Discussion of Agenda Item(s) 5 and 6**
Conduct a public hearing to consider SP-16-02 Mid Cities Wellness Center, a site plan revision for signage only on Lot 2, Block 1, Classic Concepts Addition, being .48 acre located at 466 Mid Cities Boulevard.

Consider Ordinance 2317, SP-16-02, Mid Cities Wellness Center, a site plan revision for signage only on Lot 2, Block 1, Classic Concepts Addition, being .48 acre located at 466 Mid Cities Boulevard.

Managing Director of Community Development Michelle Lazo briefed Councilmembers on SP-16-02 Mid Cities Wellness Center, a site plan revision for signage only on Lot 2, Block 1, Classic Concepts Addition, being .48 acre located at 466 Mid Cities Boulevard, and Ordinance 2317, noting the Planning and Zoning Commission denied the request, in that it did not meet the thirty percent Ordinance requirement for the LED square footage.

IV. Discussion of Agenda Item(s) 7

Consider approval of Resolution 1643 directing Oncor concerning Just and Reasonable Rates.

Assistant City Manager Clay Caruthers briefed Councilmembers on the recent Public Utility Commission of Texas' (PUC) proceedings relating to approval of conversion of Oncor into a Real Estate Investment Trust. He explained the ending results were savings that the PUC requested be shared with rate payers. He stated Oncor agreed to share, but not until 2018. The Steering Committee of Cities served by Oncor decided to initiate a rate case against Oncor to receive the savings earlier.

V. Adjournment - The work session adjourned at 6:17 p.m.

APPROVED this the 26th day of April 2016.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Richard Ward, Mayor

**City of Hurst
City Council Minutes
Tuesday, April 26, 2016**

On the 26th day of April 2016, at 6:30 p.m., the City Council of the City of Hurst, Texas, convened in Regular Meeting at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Bill McLendon	)	Mayor Pro Tem
Larry Kitchens	)	Councilmembers
Anna Holzer)	
Henry Wilson)	
Nancy Welton)	
David Booe)	
Allan Weegar	)	City Manager
Cathy Cunningham	)	City Attorney
Allan Heindel	)	Deputy City Manager
Clay Caruthers	)	Assistant City Manager
Rita Frick	)	City Secretary
Steve Bowden	)	Executive Director of Development
Michelle Lazo	)	Managing Director of Development
Ashleigh Johnson	)	Managing Director of Communications

With the following Councilmembers absent: none, constituting a quorum; at which time, the following business was transacted:

The meeting was called to order at 6:30 p.m.

Councilmember Nancy Welton gave the Invocation.

The Pledge of Allegiance was given.

PRESENTATION(S)

Mayor Ward first moved to Agenda Item 2.

2. Presentation by John Barfield of donation for Chisholm Park. Mayor Ward recognized John Barfield who stated he wanted to do something for the City of Hurst and thought the City could use a small donation for Chisholm Park. He reviewed park activities he has been involved with for the City of North Richland Hills. Mr. Barfield provided an overview of his development activities in the area and introduced Dustin Alston, Our Country Homes representative, who currently handles his development activities.

Mayor Ward and Councilmembers thanked Mr. Barfield for his generous donation.

Mayor Ward moved to Agenda Item 1.

1. Presentation of certificates of recognition for the 2016 City of Hurst 101 Citizen's Academy Class.

Managing Director of Communications Ashleigh Johnson introduced Valedictorian of the Hurst 101 Citizen's Academy Class, Jeffrey Barnes, who addressed the Council. Mr. Barnes thanked the Council for hosting the class and for providing an opportunity for citizen participation in the community. Mayor Ward presented the following citizens with graduate certificates: Dave Thompson, Greg Garis, Donna Moran, Karl Burge, Charlie Arnold, Bonnie Johnson, PJ Hamilton, Jeffrey Barnes, Kimberly Pafford, Dawn Wells, Chad Householder, Derinda Payton, Walter Ott and Faith Waligora.

Mayor Ward recessed the meeting at 6:49 p.m. for photographs and reconvened the meeting at 6:53 p.m.

CONSENT AGENDA

3. Considered approval of the minutes for the April 12, 2016 City Council meetings.
4. Considered authorizing the city manager to enter into an annual contract with Deep Clean, Inc., for citywide carpet and chair cleaning services, with the option to renew for four additional twelve month periods.

Councilmember Wilson moved to accept the consent agenda. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton

No: None

PUBLIC HEARING AND RELATED ITEM(S)

5. Conducted a public hearing to consider SP-16-02 Mid Cities Wellness Center, a site plan revision for signage only on Lot 2, Block 1, Classic Concepts Addition, being .48 acre located at 466 Mid Cities Boulevard.

Mayor Ward announced a public hearing to consider SP-16-02 Mid Cities Wellness Center, a site plan revision for signage only, Lot 2, Block 1, Classic Concepts Addition, being .48 acre located at 466 Mid Cities Boulevard and recognized applicant Marvin Utter, Razor Signs, who reviewed the request to replace the existing sign cabinet with an LED sign. He explained the existing sign area is 24 square feet and the proposed cabinet is 24 square feet with 6 square feet for the business name and 18 square feet for the LED sign. He noted the Planning and Zoning Commission met and members acknowledged it is unfair for a smaller sign to be limited to 30% of sign for LED, as required by ordinance. Mr. Utter explained the additional work and cost that would have to be done to the existing sign. He explained the brightness and type of lighting to be utilized on the

sign and requested Council consideration.

There being no one else to speak, Mayor Ward closed the public hearing.

6. Considered Ordinance 2317, SP-16-02, Mid Cities Wellness Center, a site plan revision for signage only on Lot 2, Block 1, Classic Concepts Addition, being .48 acre located at 466 Mid Cities Boulevard.

Councilmember Wilson moved to pass zoning application SP-16-02, including Ordinance 2317. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton

No: None

RESOLUTION(S)

7. Considered approval of Resolution 1643 directing Oncor concerning Just and Reasonable Rates.

Assistant City Manager Clay Caruthers reviewed the proposed resolution noting the recent Public Utility Commission of Texas' (PUC) proceedings relating to approval of conversion of Oncor into a Real Estate Investment Trust. He explained the ending results were savings that the PUC requested be shared with rate payers. He stated Oncor agreed to share, but not until 2018. The Steering Committee of Cities served by Oncor decided to initiate a rate case against Oncor to receive the savings earlier.

Councilmember Kitchens moved to approve Resolution 1643 directing Oncor concerning Just and Reasonable Rates. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Holzer, Wilson and Welton

No: None

OTHER BUSINESS

8. Review of upcoming calendar items – City Manager Allan Weegar reviewed the following calendar items:
 -) Good Neighbor Day, April 30, 2016, 7:00 a.m. – 7:00 p.m., Bellaire Shopping Center
 -) Regular City Council Meeting, May 10, 2016 and rescheduled City Council Meeting of May 24, 2016 to May 17, 2016
9. City Council Reports – Councilmember Kitchens noted the new Walmart Grand Opening scheduled for April 27, 2016, at 7:30 a.m.

PUBLIC INVITED TO BE HEARD – A REQUEST TO APPEAR CARD MUST BE COMPLETED AND RETURNED TO THE CITY SECRETARY TO BE

RECOGNIZED

Mayor Ward recognized the Boy Scouts in attendance, Trasa Cobern, last year's Hurst 101 Valedictorian, Bob Hampton, his wife Sue, and granddaughter Julie. Also recognized were Tarrant County College Northeast students.

Mayor Ward recessed the meeting to Executive Session at 7:19 p.m. in Compliance With the Provisions of the Texas Open Meetings Law, Authorized by Texas Government Code, Section 551.074, Personnel - (City Council Appointees) and to reconvened Open Session at 8:32 p.m.

- 10. Take any and all action necessary ensuing from Executive Session – No Action was taken.

ADJOURNMENT

The meeting adjourned at 8:33 p.m.

APPROVED this the 10th day of May 2016.

ATTEST:

APPROVED:

Rita L. Frick, City Secretary

Richard Ward, Mayor

**MINUTES
HURST CITY COUNCIL
SPECIAL SESSION
TUESDAY, MAY 3, 2016**

On the 3rd day of May 2016, at 2:15 p.m., the City Council of the City of Hurst, Texas, convened in Special Session at the Hurst Conference Center, 1601 Campus Drive, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Bill McLendon	)	Mayor Pro Tem
Henry Wilson	)	Councilmembers
Anna Holzer)	
Larry Kitchens)	
David Booe)	
Nancy Welton)	
Allan Weegar	)	City Manager
John Boyle	)	City Attorney
Clay Caruthers	)	Assistant City Manager
Rita Frick	)	City Secretary

with the following members absent: none, constituting a quorum; at which time, the following business was transacted:

I. The meeting was called to order at 2:15 p.m..

II. Informational Items – None.

Mayor Ward recessed the meeting to Executive Session at 2:15 p.m. in compliance with the provisions of the Texas Open Meetings Law, authorized by Government Code, Section 551.074, Personnel - (City Council Appointees) and reconvened to Open Session at 3:23 p.m.

III. Take any and all action necessary ensuing from Executive Session. No action was taken.

IV. Adjournment - The Work Session was adjourned at 3:23 p.m.

APPROVED this the 10th day of May 2016.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Richard Ward, Mayor

City Council Staff Report

<p>SUBJECT: SP-16-02 Mid Cities Wellness Center, a site plan revision for signage only on Lot 2, Block 1 Classic Concepts Addition, being .48 acre located at 466 Mid Cities Boulevard</p>	
<p>Supporting Documents:</p>	
<p>Exhibits were provided on First Reading</p>	<p>Meeting Date: 5/10/2016 Department: Development Reviewed by: Steve Bowden City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>An application has been made by Dr. Donald Frusher D.O. for a site plan revision for signage only on Lot 2, Block 1, Classic Concepts Addition, being .48 acre located at 466 Mid Cities Boulevard.</p> <p>Dr. Donald Frusher D.O. is requesting the revision to replace the existing sign cabinet with an LED sign. The existing sign area is 24 square feet. The proposed cabinet is 24 sq. ft. with 6 sq. ft. for the business name and 18 sq. ft. for the LED sign. There are no proposed changes in the height or width of the sign.</p> <p>City ordinance requires LED signs not to exceed 30% of the total sign area. The requested LED sign would cover 70% of the sign area.</p>	
<p>Funding and Sources:</p>	
<p>There is no fiscal impact.</p>	
<p>Recommendation:</p>	
<p>The Planning and Zoning Commission met on Monday, April 18, 2016 and voted 6-0 to recommend denial of SP-16-02 Mid Cities Wellness stating that the requested sign area is not allowed per City ordinance.</p>	

ORDINANCE 2317

AN ORDINANCE ADOPTING A SITE PLAN APPROVAL FOR LOT 2 BLOCK 1, CLASSIC CONCEPTS ADDITION, BEING .48 ACRE LOCATED AT 466 MID CITIES BOULEVARD, SP-16-02

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; and,

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Hurst at least 15 days before such hearing; and,

WHEREAS, notices were posted on the subject land as provided by the Zoning Ordinance; and,

WHEREAS, public hearings to change the site plan on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the site plan change; and,

WHEREAS, the City Council is of the opinion that the site plan change herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Hurst.

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

Section 1. THAT the Comprehensive Zoning Ordinance of the City of Hurst is hereby amended by adopting a site plan approval with exhibits A-B for Lot 2, Block 1 Classic Concepts Addition, being .48 acre located at 466 Mid Cities Boulevard.

AND IT IS SO ORDERED.

Passed on the first reading on the 26th day of April 2016 by a vote of 6 to 0.

Approved on the second reading on the 10th day of May 2016 by a vote of _
to _.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

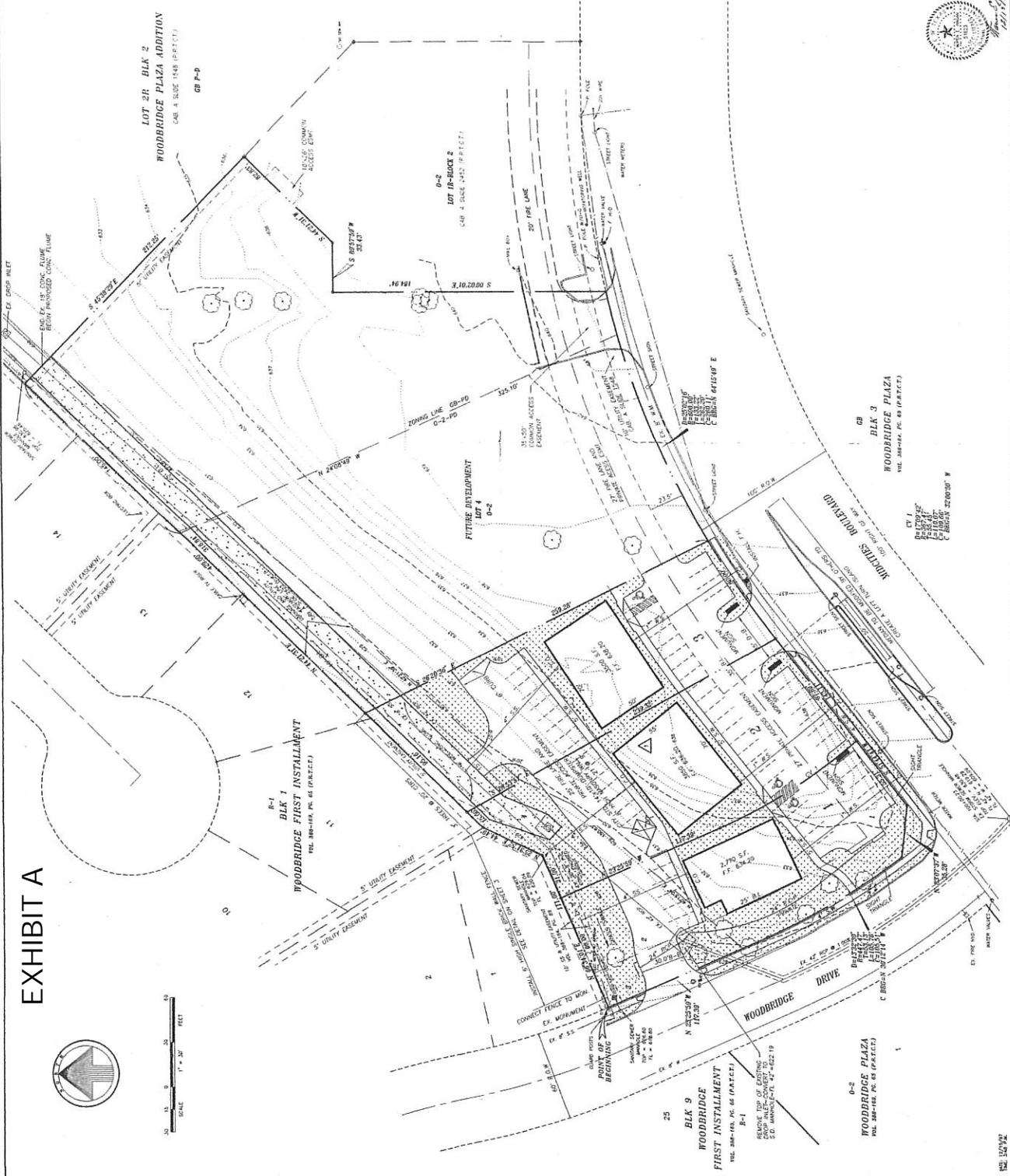
EXHIBIT A



SCALE 1" = 20' FEET



VICINITY MAP



SITE DATA

1. AREA IN ADDITION 3,470.9 ACRES
2. AREA IN FUTURE DEVELOPMENT LOT 4 91,113 S.F.
3. AREA IN LOTS 1, 2, 3 60,144 S.F.
4. PARKING SPACES REQUIRED (1/190 S.F.) 52
5. PARKING SPACES PROVIDED 57
6. HANDICAP SPACES PROVIDED 3
7. PAVED AREA (PARKING) 25,955 S.F.
8. OPEN SPACE AREA 22,874 S.F.
9. OPEN SPACE PERCENT (LOTS 1, 2, 3) 38 %

PARKING TABLE

LOT	POD.	PVD	HANDICAP
1	15	15	1
2	18	21	1
3	18	21	1
4	52	57	3



CLASSIC CONCEPTS PLAZA CITY OF HURST TARRANT COUNTY, TEXAS

ORDER/DEVELOPER
 CLASSIC CONCEPTS PLAZA
 1500 S. WOODBRIDGE DRIVE
 HURST, TEXAS 76053
 (817) 257-2375

ENGINEER/PLANNER
 WARREN E. HAGEN, INC.
 1500 S. WOODBRIDGE DRIVE
 HURST, TEXAS 76053
 (817) 257-2375

SURVEYOR
 DAVID C. MOAK SURVEYORS, INC.
 1500 S. WOODBRIDGE DRIVE
 HURST, TEXAS 76053
 (817) 257-2375

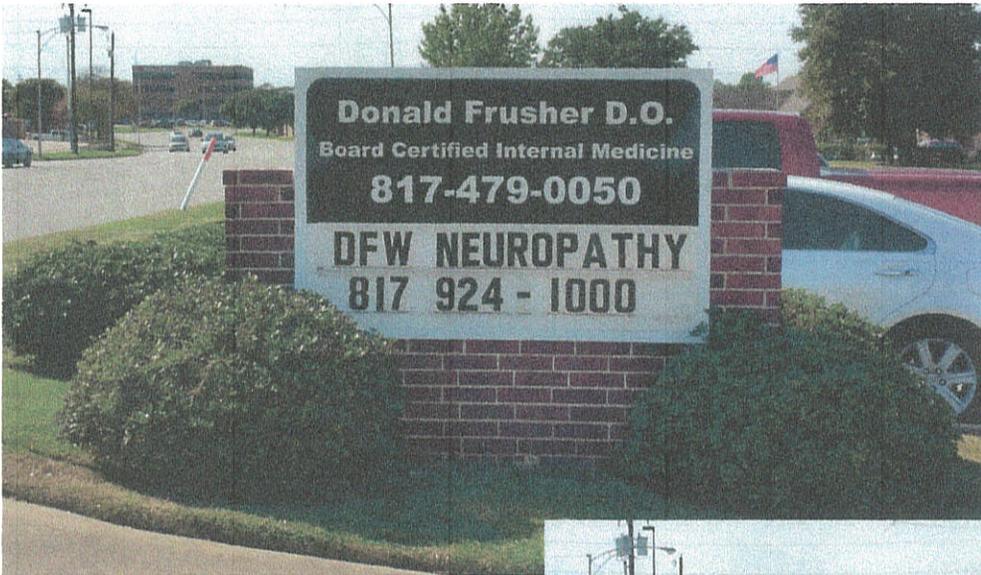
APRIL 1997

JOB NO. 252
 FILE #157424



REVISION 12/16/97

EXHIBIT B



466 MID CITIES BLVD.
FACES 4' H x 6' WIDE = 24 S.F.
STRUCTURE 6' H x 8' WIDE = 48 S.F.

Existing Sign



New Sign



Razor Sign & Graphics, LLC
A Full Service Sign Company

101 NW 17th Street
Grand Prairie, TX 75050
Office: 469-619-9499
Fax: 469-619-9498
www.razorsigns.com
info@razorsigns.com



Illuminated
LED Monument

466 Mid Cities Blvd
Hurst, TX 76054

Salesperson: Marvin Utter
Date: 11/19/15
Revision: 01
Drawn By: rzz
Scale: nts

Any and all use of these Designs by the Customer, its employees or agents is expressly prohibited without the written consent of Razor Sign & Graphics, LLC; and such written consent is subject to payment in full for the Project or Razor Sign & Graphics, LLC's artwork & design service.

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Toll-Free (In Texas) (800) 803-9092
Online: <http://www.license.state.tx.us/Complaints>

Drawing
Approved
By

Date:

- No Changes
- As Noted

Replace existing 4' x 6' Cabinet with
a 3' x 6' 16mm LED & a 1' x 6' ID Panel

City Council Staff Report

<p>SUBJECT: Consider approval of Ordinance 2318, an amendment to Section 26-44, "Cross-Connection Regulations" to include Prohibited Conduct and Providing for a Variance Process</p>	
<p>Supporting Documents:</p>	
<p>Ordinance 2318 Variance Compliance Agreement</p>	<p>Meeting Date: 5/10/2016 Department: Public Works Reviewed by: Greg Dickens City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>In October 2015, a commercial backflow device, to a chemical mixing tank from the Public Water System, was tested by an authorized contractor. The device failed, however, the contractor allowed the commercial company to restore public water flow for 18 days without first repairing the device. An investigation was performed by City staff, which included a review of other Cities backflow ordinances. It was found that the Texas Commission on Environmental Quality (TCEQ) rules and other cities ordinances, within the Dallas/Fort Worth area, prohibit the restoration of water service to a failed device prior to repair. For the protection of the public health, City staff has amended Ordinance 2318, Cross-Connection Regulations, to include "Prohibited Conduct", which would prevent future commercial contractors from restoring service to backflow devices without them being repaired. The Ordinance will include a Variance Process, which allows customers, through medical necessity, to be restored until the device can be repaired.</p>	
<p>Funding and Sources:</p>	
<p>There is no fiscal impact.</p>	
<p>Recommendation:</p>	
<p>Staff recommends that City Council approve Ordinance 2318, amending Section 26-44, "Cross-Connection Regulations", to include Prohibited Conduct, and Variance Process.</p>	

ORDINANCE 2318

AN ORDINANCE AMENDING CHAPTER 26 "WATER AND SANITARY SEWERS" ARTICLE II, "IN GENERAL" OF THE CODE THE CITY OF HURST (1968), SECTION 26-44 (1965), CROSS-CONNECTION REGULATIONS ADOPTED, ARE AMENDED TO INCLUDE PROHIBITED CONDUCT; PROVIDING FOR A VARIANCE PROCESS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds that the protection of water supplies through the prevention of cross-connections are in the best interest of the Public Health and Safety; and

WHEREAS, the City is required to monitor, inspect and test cross-connection devices while maintaining accurate records for the Texas Commission on Environmental Quality (TCEQ); and

WHEREAS, staff recommends that the City Council adopt the amended Section 26-44 of the City Code, Cross-Connection Regulations to include Prohibited Conduct.

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

SECTION 1.

THAT the Code of the City of Hurst, Texas (1968) as amended, Chapter 26, "Water and Sanitary Sewers", Article II, "In General", Section 26-44, (1965) "Cross-Connection Regulations Adopted" is hereby further amended to read as follows:

Sec. 26-44. – Cross-connection regulations adopted.

The City of Hurst Cross-Connections Control Regulations, including Appendix A, a copy of which is on file in the office of the city secretary, is hereby adopted by reference and designated as such, the same as though such regulations were copied at length in this section. The fees listed in Appendix A of these regulations shall be evaluated from time to time by the city manager to ensure the adequate recovery of the cost of administering the regulations.

(1)

The representatives of the water system or agents of the city charged with enforcement of this section shall be deemed to be performing a governmental function for the benefit of the general public and neither the city, the director, nor representative of the water system or agent of the city engaged in inspection or endorsement activities under this section when acting in good faith and without malice shall ever be held liable for any loss or damage, whether real or asserted, caused, or alleged to have been caused, as a result of the performance of such governmental function.

(2)

The director and the city attorney, and each of them, are hereby authorized to enforce the provision of this section by any one or more of the enforcement mechanisms set forth in this section.

(3)

Failure on the part of any customer to protect against cross-connections by eliminating or protecting against the cross-connections as set out in this section is sufficient cause for the immediate discontinuance of public water service to the premises.

(4)

Any person, firm or corporation who commits an offense defined in this section, or refuses to comply with, or who resists the enforcement of any of the provisions of this section and this Code shall be fined not more than two thousand dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

(5)

Any person violating any of the provisions of this section shall become liable to the city for any expense, loss or damage occasioned by the city by reason of such violation.

(6)

In addition to the penalties provided herein, the city may recover reasonable attorney's fees, court costs, court reporter's fees and other expenses of litigation by appropriate suit of law against the person found to have violated this section or the orders, rules, regulations and permits issued hereunder.

(7) Prohibited conduct.

- a) Installing, allowing to remain installed, or maintaining a potable water supply, piping, or part thereof in such a manner that allows used, unclean, polluted, or contaminated water, mixtures,

gases, or other substances to enter any portion of the public potable water supply by reason of back siphonage, back pressure or any other cause.

- b) Maintaining any water-operated equipment or mechanism or use of any water-treating chemical or substance if it is determined that such equipment, mechanism, chemical or substance may cause pollution or contamination of the public potable water supply. Provided, however, that such equipment or mechanism may be permitted when equipped with a backflow prevention assembly approved by the city.
- c) Connecting, allowing to be connected, or allowing to remain connected to the public potable water system any mechanism or systems designed to return used water to the public potable water system.
- d) Connecting, allowing to be connected, or allowing to remain connected to the public potable water system an auxiliary water system without the prior written approval of the Executive Director of Public Works or his designee.
- e) Incorrectly installing a backflow prevention assembly or allowing an incorrectly installed backflow prevention assembly to remain installed.
- f) Restoring the water supply to a backflow prevention assembly that failed a test under this division.
- g) Falsifying any information in a backflow prevention assembly testing report submitted to the city.
- h) Conducting a backflow assembly test without being registered with the city.
- i) Conducting a backflow assembly test while without a valid registration.
- j) Submitting an incomplete backflow prevention assembly testing report to the city.
- k) Disconnecting, removing, or discontinuing the use of a backflow prevention assembly without the written permission of the Executive Director of Public Works or his designee.

(Code 1965, § 12-1; Ord. No. 1527, §§ 1, 2, 2-13-96; Ord. No. 1918, § 1, 6-22-04)

SECTION 2.
VARIANCE PROCESS

The Executive Director or Designee may grant variances from the provisions of this Article to businesses demonstrating medical necessity as determined by the Executive Director or designee and only under the following conditions:

- (1) The applicant must sign a compliance agreement on forms provided by the Executive Director or designee, agreeing to restore operation of the failed backflow prevention device within 72 hours.
- (2) Granting of a variance must not cause imminent danger to the City's water supply.
- (3) The extreme hardship or need requiring the variance must relate to the health, safety, or welfare of the public or natural persons served by the business requesting it.
- (4) The Executive Director may revoke a variance granted when the Executive Director determines that:
 - (a) the foregoing conditions are not being met or are no longer applicable;
 - (b) the terms of the compliance agreement are being violated; or
 - (c) the health, safety or welfare of other persons requires revocation.

SECTION 3.
CUMULATIVE PROVISIONS

This ordinance shall be cumulative of all provisions of ordinances and of the Code of the City of Hurst, Texas (1968), as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such

Ordinances and such Code are hereby repealed.

SECTION 4.
SEVERABILITY CLAUSE

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

SECTION 5.
PENALTY CLAUSE

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.
RIGHTS AND REMEDIES

All rights and remedies of the City of Hurst, Texas, are expressly saved as to any and all violations of the provisions of the ordinances amended herein, which have accrued at the time of the effective date of this ordinance and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

AND IT IS SO ORDERED.

Passed on the first reading on the 10th day of May 2016 by a vote of _ to _.

Approved on the second reading on the 17th day of May 2016 by a vote of _ to _.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Richard Ward, Mayor

Approved as to form and legality:

City Attorney

Rev 04/16

CITY USE ONLY
DATE RECEIVED

MM DD YYYY
4 18 2016

**CITY OF HURST
BACKFLOW ASSEMBLY
VARIANCE/COMPLIANCE
AGREEMENT FORM**



In Chapter 26 "Water & Sanitary Sewers" Article II, "In General" of the Code the City of Hurst (1968), Section 26-44 (1965), Cross-Connections regulations adopted, Item Number (7) Prohibited Conduct sub-article (f) - Restoring water supply to a backflow prevention assembly that failed a test; A Variance Process has been approved in the event of medical necessity as determined by the Executive Director (or) Designee of Public Works with conditions:

Conditions: Any medical facility and or bussiness utilizing water as a medical necessity such as dialysis, may be provided up to and not to exceed 72 hours to schedule and repair a backflow device so accomodations may be obtained. It is the affiirmative duty of the applicant/business to notify the City of Hurst via written document/fax to 817-503-7276 if they are incapable of repair within the provided 72 hour variance period. Service can and will be disconnected without required documentation. Notice to the applicant/business will be provided prior to disconnect.

APPLICANT INFORMATION

Applicant Requesting Variance: _____
 Business Name: _____
 Mailing Address: _____
 Telephone: _____ Ext: _____

VARIANCE INFORMATION

Please describe your Backflow Variance request and explain why this is a medical necessity as covered under Section 26-44, Cross-Connections Regulations, Sub-Section 7(f):

REGISTERED TESTER/REPAIR AGENCY:

Registered Testing and Repair Business Name: _____
 Employee Name: _____
 Registration ID/Number: _____
 Telephone: _____ Ext: _____

In Chapter 26 "Water & Sanitary Sewers" Article II, "In General" of the Code the City of Hurst (1968), Section 26-44 (1965), Cross-Connections regulations adopted, Sub-Section 5, "Penalty Clause", Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists enforcement of any provision of this ordinance shall be fined not more than two thousand dollars (\$2,000) for each offense, each day.

NO REPAIRS SHALL BEGIN UNTIL THE APPLICANT/BUSINESS HAS RECEIVED A WRITTEN VARIANCE APPROVAL DOCUMENT FROM THE CITY OF HURST EXECUTIVE DIRECTOR OR

I certify to the best of my knowledge the information provided in this application is true, complete, and correct. I understand that the information I provide will be used by the City of Hurst to determine if a variance can be granted. I further understand that I must have the backflow repairs completed and submitted to the City of Hurst Environmental Specialist at 2001 Precinct Line Road within the required 72 hours provided.

APPLICANT PRINTED NAME: _____

APPLICANT SIGNATURE: _____

DATE SIGNED: _____

City Council Staff Report

<p>SUBJECT: Consider authorizing the city manager to enter into an Engineering Services Contract, Amendment 1, with Halff Associates, Inc., for design of Pipeline Road, Phase 3</p>	
<p>Supporting Documents:</p>	
<p>Contract Amendment 1-Exhibit "A"</p>	<p>Meeting Date: 5/10/2016 Department: Public Works Reviewed by: Greg Dickens City Manager Review:</p>
<p>Background/Analysis:</p>	
<p>The City of Hurst has an existing contract with Halff Associates, Inc., for the design of construction plans and contract documents for Pipeline Road, Phase 3, from Lorean Branch Channel to Harrison Lane. During the drainage system design, it was determined the original contract did not include the design of the new underground storm drainage system all the way to Valley View Branch channel, just about 750 feet east of Harrison Lane. This additional portion of the drainage system design outside the limits of Phase 3, needs to be completed and constructed with Phase 3, not Phase 4, in order to properly drain the proposed Phase 3 system.</p>	
<p>Funding and Sources:</p>	
<p>Funding is available for these improvements by transfer from the construction funds for Pipeline Road, Phase 3 project. The additional amendment amount of \$23,000 will increase the contract amount from \$240,100 to \$263,100.</p>	
<p>Recommendation:</p>	
<p>Staff recommends the City Council authorize the city manager to execute Amendment 1 to the Engineering Services Contract, with Halff Associates, Inc., for design services for Pipeline Road, Phase 3, in the amount of \$23,000.</p>	

Exhibit A
Contract Amendment No. 1
ENGINEERING SERVICES CONTRACT
City of Hurst Project No. 6413-107

1. In Order to better track the total cost of a project, additional services required for a project shall be documented as a contract modification rather than a new contract, using this form.

2. The additional scope of work shall include the following:

1. Perform additional design surveys for extending storm drain trunk line from Harrison Lane downstream to Valley View Branch approximately 750 feet. Surveys will also include portions of the Valley Branch concrete channel.
2. Determine existing right-of-way and update ROW map.
3. Provide additional engineering design services to design storm drain trunk line. Prepare additional construction drawings to include demolition plans, drainage area map, hydraulic grade line and inlet calculations, storm drain plan and profiles, structural headwall details (if required) and erosion control plans.
4. Include in Pipeline Road Phase III plans, specifications and estimates of probable construction costs.
5. Halff has prepared 16 right-of-way documents. There may potentially be one (1) more easement required depending on the work associated with this contract amendment. Halff has a fee to provide 20 documents. Therefore, the fee for three (3) can be reallocated to this work providing a credit of \$3,000.

3. The additional fee shall be:

Design Surveys	\$ 2,500
ROW Determination	\$ 6,000
Civil Design	\$13,500
Structural Design (if required)	\$ 4,000
Fee Reallocation	<u>(\$3,000)</u>
Total	\$23,000

4. This additional amount of work is required because:

Project is necessary to reconstruct existing storm drain line in Pipeline Road beginning from eastern border of Phase 3 near Harrison Lane to the Valley View Branch culvert crossing approximately 750 feet. Project will allow 100-year flows and will prevent the Phase 3 portion of Pipeline Road storm drain trunk line from connecting to an existing storm drain line that is insufficient in size and depth to convey flows.

5. Contract modifications are expected to be an infrequent occurrence. As such, initial project scopes should be reviewed carefully by both parties.

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the ____ day of _____, 2016.

City of Hurst, Texas

Halff Associates, Inc.

City Manager

Benjamin L. McGahey, P.E.

Executive Director of Public Works

City Engineer

City Council Staff Report

SUBJECT: Consider Ordinance 2319 Resolving the 2016 Atmos Mid-Tex Rate Review Mechanism (RRM) Filing

Supporting Documents:

Ordinance 2319

Meeting Date: 5/10/2016

Department: Administration

Reviewed by: Clay Caruthers

City Manager Review:

Background/Analysis:

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the

typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

Explanation of "Be It Ordained" Sections:

1. This section approves all findings in the Ordinance.
2. This section finds the settled amount of \$29.9 million to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex's 2016 RRM filing, and that such settlement is in the public interest and is consistent with the City's statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$29.9 million and adopts the attached new rate tariffs (Attachment A).
4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).
5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
6. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2016.

10. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

Funding and Sources:

There is no fiscal impact.

Recommendation:

Staff recommends that City Council approve Ordinance 2319 resolving the 2016 Atmos Mid-Tex Rate Review Mechanism filing.

ORDINANCE 2319

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; 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; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL

WHEREAS, the City of Hurst, 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 similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) 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, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. THAT the findings set forth in this Ordinance are hereby in all things approved.

Section 2. THAT the City Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. THAT the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section 4. THAT the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

Section 5. THAT Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

Section 6. THAT to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 7. 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 8. 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 9. THAT consistent with the City Ordinance that established the RRM process, 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 June 1, 2016.

Section 10. THAT a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED this 10th day of May 2016.

APPROVED this 17th day of May 2016.

Richard Ward, Mayor

ATTEST:

APPROVED AS TO FORM:

Rita Frick, City Secretary

City Attorney

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 06/01/2016	PAGE: 12

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	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.12 per month
Commodity Charge – All <u>Ccf</u>	\$0.11378 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.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

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 06/01/2016	PAGE: 13

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	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 41.77 per month
Commodity Charge – All Ccf	\$ 0.08494 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, 2015.

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 06/01/2016	PAGE: 14

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	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 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).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement 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.

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 06/01/2016	PAGE: 15

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.

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 06/01/2016	PAGE: 16

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	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 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.

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 06/01/2016	PAGE: 17

Curtailement 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 11/01/2016	PAGE: 41

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 11/01/2016	PAGE: 42

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	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

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 WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2015**

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 29,603,205		Schedule A						
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 27,447,850		Ln 1 divided by factor on WP_F-5.1						
3											
4											
5											
6		Revenue Requirements	Allocations								
7	Residential	\$ 338,431,486	77.95%		Per GUD 10170 Final Order						
8	Commercial	84,223,622	19.40%		Per GUD 10170 Final Order						
9	Industrial and Transportation	11,490,316	2.65%		Per GUD 10170 Final Order						
10	Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									

11

12

13

14

15

16 With Proportional Increase all classes but Residential and a 40% residential base charge increase:

17

	Current	Prospective	Revenues
18 Residential Base Charge	\$ 18.56	\$ 0.48	\$ 8,558,622
19 Residential Consumption Charge	\$ 0.09931	\$ 0.01540	12,837,933
20 Commercial Base Charge	\$ 39.87	\$ 1.81	2,662,423
21 Commercial Consumption Charge	\$ 0.08020	\$ 0.00480	2,662,423
22 I&T Base Charge	\$ 697.35	\$ 38.03	363,224
23 I&T Consumption Charge Tier 1 MMBTU	\$ 0.2937	\$ 0.0166	172,167
24 I&T Consumption Charge Tier 2 MMBTU	\$ 0.2151	\$ 0.0121	139,070
25 I&T Consumption Charge Tier 3 MMBTU	\$ 0.0461	\$ 0.0026	<u>51,988</u>
26			\$ 27,447,850

16 With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:

	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673
Residential Consumption Charge	\$ 0.01447	12,061,297	\$ 0.11378	94,839,970
Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268
Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984
I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	<u>49,955</u>	\$ 0.0486	<u>971,117</u>
		\$ 27,446,933		\$ 556,933,616

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description (a)	Shared Services		Mid-Tex Direct			Adjustment Total (g)
		Pension Account Plan ("PAP") (b)	Post-Retirement Medical Plan ("FAS 106") (c)	Pension Account Plan ("PAP") (d)	Supplemental Executive Benefit Plan ("SERP") (e)	Post-Retirement Medical Plan ("FAS 106") (f)	
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
6							
7	Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
8							
9	Test Year Adjustment (Line 5 minus Line 7)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
13	Account 926	-	-	(827,379)	(3,561)	(1,500,472)	(2,331,412)
14	Total (Ln 12 plus Ln 13)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081

City Council Staff Report

SUBJECT: Consider authorizing the city manager to enter into an Engineering Services Contract with Freese and Nichols, Inc., for TAP Safety and Access to School Project, Harrison Lane Elementary and Hurst Junior High Areas

Supporting Documents:

Exhibit Map
 Engineering Services Contract

Meeting Date: 5/10/2016
 Department: Public Works
 Reviewed by: Greg Dickens
 City Manager Review:

Background/Analysis:

Last year, the City applied for and was awarded an 80% TAP Safety and Access to School grant for the areas near Harrison Lane Elementary School and Hurst Junior High School. This grant is for \$489,515 with a \$186,807 local participation match. The project will include sidewalks and flashing school zone signs at Harrison Lane Elementary and Hurst Junior High School. The close proximity of these schools and traffic patterns of the students provides an opportunity for the grant to enhance pedestrian safety, which will benefit both schools. The project includes 8,518 linear feet of new sidewalks and four (4) new school zone flashing signs.

The City has selected Freese and Nichols, Inc., (FNI) to provide the detailed design and construction administration services subsequent to review of professional service proposals from several different engineering firms.

Project design will be carried out in three phases; Preliminary Design, Final Design, and Construction Administration, in a total amount not to exceed of \$147,178.

The scope of services included preparation of construction plans, technical specifications, cost estimates, property boundary survey, topographic survey, environmental permitting, bidding assistance, and construction phase services. Another critical service to be provided by FNI is coordination with the Texas Department of Transportation (TXDOT) personnel on providing the appropriate paperwork for reimbursement of engineering and construction costs per the agreement with TXDOT. The design is projected to be complete and ready for bid in the late summer of 2017.

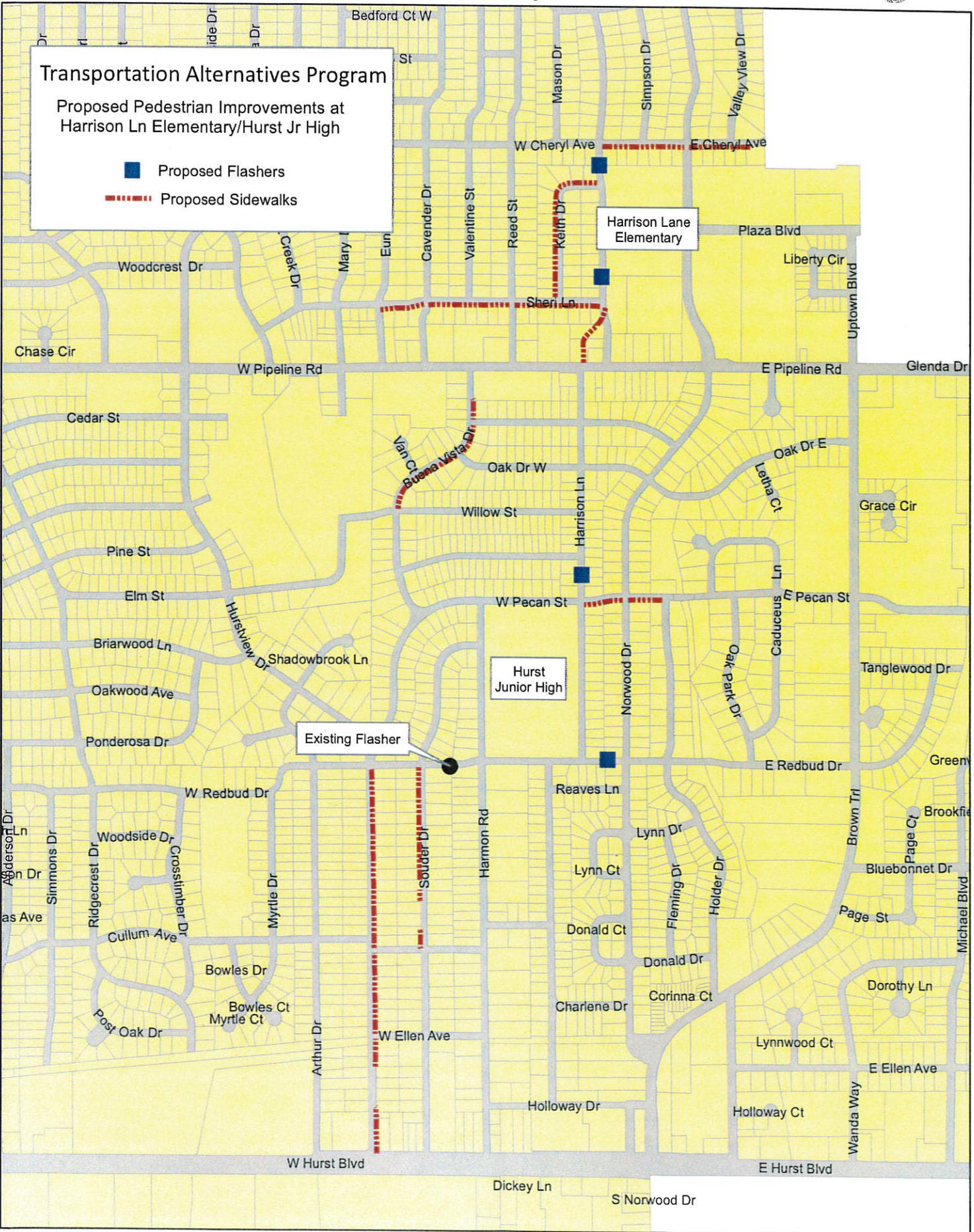
Funding and Sources:

Council authorized \$125,000 for this project in May 2014, and authorized an additional \$62,000 in July 2015. Funding is available for these services in Special Projects Safe Routes to Schools, Project No. 6414-101.

Recommendation:

Staff recommends the City Council authorize the city manager to execute the Engineering Services Contract with Freese and Nichols, Inc., for design services, for TAP Safety and Access to School Project; Harrison Lane Elementary and Hurst Junior High Areas, in the amount of \$147,178.

Exhibit Map



Transportation Alternatives Program

Proposed Pedestrian Improvements at Harrison Ln Elementary/Hurst Jr High

- Proposed Flashers
- Proposed Sidewalks

Existing Flasher

Harrison Lane Elementary

Hurst Junior High

THE STATE OF TEXAS '
COUNTY OF TARRANT '

ENGINEERING SERVICES CONTRACT

TAP Safety and Access to School Project: Harrison Lane Elementary & Hurst Junior High Areas
City of Hurst Project No. 6414-101
CSJ: 0902-90-030

THIS CONTRACT, By and between the CITY OF HURST, a municipal corporation located in Tarrant County, Texas, hereinafter called "City", and Freese and Nichols, Inc. , a corporation authorized to do business in the State of Texas, hereinafter called "Engineer", evidences the following:

WHEREAS, City desires the professional services for:
Design of approximately 8,000 linear feet of new concrete sidewalks, 35 ADA curb ramps, 4 flashing school zone beacons, and some sidewalk with integral retaining wall.

WHEREAS, Engineer represents that it is qualified and capable of performing the professional services proposed herein for this Project and is willing to enter into this Contract with City to perform said services;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein agreed as follows:

Section 1. EMPLOYMENT OF THE PROFESSIONAL

Professional agrees to perform professional services in connection with the Project as set forth in the following sections of this Contract, and City agrees to pay, and Engineer agrees to accept fees as set forth in the following sections as full and final compensation for all services provided under this Contract.

Section 2. CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of the City by the Executive Director of Hurst Public Works or his designated representatives (hereinafter called "Director"), and on behalf of the Engineer by its duly authorized officials.

Section 3. ENGINEER'S SERVICES

The Engineer agrees to render services necessary for the development of the Project as outlined on Exhibit A.

Section 4. PAYMENT FOR SERVICES

- A. Payment for services under Section 3 above will be lump sum, invoiced monthly based on percent complete.
- B. Payments shall also include Direct Non-Labor Expenses which, in general, include expenses for supplies, transportation, equipment, travel, communication, subsistence and lodging away from home, and similar incidentals.

The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%, except for living and travel expenses when away from the home office on business connected with the Project. All travel outside of the Dallas/Fort Worth Metropolitan Area to be made, which are reimbursable at actual invoice cost, by the Engineer in connection with the Project must first be approved in writing by the Executive Director of Public Works. The contract cost amount in Section 3 above shall include an estimate of the Direct Non-Labor expenses.

- C. Subcontractor cost shall be reimbursed at the actual invoice cost plus 10%. All expected subcontractor's cost shall be included in the contract cost amount shown in Section 3 above.
- D. Engineer shall submit itemized monthly statements for Services, Direct Non-Labor Expenses, and for Subcontractors Costs incurred. City shall make payments in the amount shown by the Engineer's monthly statements and other documentation submitted, and no interest shall ever be due on late payments.
- E. Payments for expenses, costs, and services, in **Preliminary Design**, described in Section 3 above, shall not exceed **\$75,558.00**. Preliminary Design will include Environmental Services and Surveying costs.
- F. Payments for expenses, costs, and services, in **Final Design**, described in Section 3 above, shall not exceed **\$29,050.00**. Final Design will include the full documentation support for submittals for reimbursements from the Texas Department of Transportation concerning the grant.
- G. Payments for expenses, costs, and services, in **Construction Administration**, described in Section 3 above, shall not exceed **\$42,570.00**
- H. Total project payments for direct non-labor expenses, Preliminary and Final Design, and Construction Administration, described in Section 3 above, shall not exceed **\$147,178.00**.
- I. Nothing contained in this contract shall require the City to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any

payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Engineer may have to bring legal action for payment when Engineer believes it was not under such default and is owed fees under the terms of this agreement.

Section 5. OWNERSHIP OF DOCUMENTS

All information and other data given to, prepared, or assembled by Engineer under this Contract, and other related items shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer may make copies of any and all documents and items for its files. A set of mylar reproducible plans shall be filed with the City prior to final payment. Engineer shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone subsequent to the completion of the Project.

City shall require that any such change or other use shall be sealed by the Engineer making that change or use and shall be appropriately marked to reflect what was changed or modified.

Section 6. SERVICES BY CITY

City shall provide the following services under this Contract:

- A. Provide available criteria and information to the Engineer as City's requirements for the Project.
- B. Provide sample drawings to use as guidelines.
- C. Provide all available City of Hurst drawings, maps, and notes relating to existing public facilities within the limits of the Project.

Section 7. COMPLETION SCHEDULE

The services furnished by the Engineer under this Contract will be completed in accordance with Exhibit B.

For the purposes of this Contract, a month is defined as thirty (30) calendar days and a week as seven (7) calendar days. If any of the following submissions fall on a City non-working day, then the submission shall be due the following City working day.

Section 8. NOTICE TO PROCEED

City shall have complete control of the services to be rendered and no work shall be done under this Contract until the Engineer is instructed in writing to proceed.

Section 9. TERMINATION OF CONTRACT

City may indefinitely suspend further work hereunder or terminate this Contract or any phase of this Contract upon thirty (30) days prior written notice to the Engineer with the understanding that immediately upon the receipt of such notice all work and labor being performed under this Contract shall cease immediately. Before the end of the thirty (30) day period, Engineer shall invoice the City for all work accomplished by him prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of City upon termination of the Contract and shall be promptly delivered to City in a reasonably organized form without restriction on future use except as stated in Section 5. Should City subsequently contract with a new consultant for continuation of services on the Project, Engineer shall cooperate in providing information.

Section 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by City shall not constitute nor be deemed a release of the responsibility and liability of the Engineer, its employees, associates, agents, and consultants for the accuracy and competency of their designs or other work; nor shall approval be deemed to be an assumption of such responsibility by City for any errors or omissions in the design or other work prepared by the Engineer, its employees, subcontractor, agents and consultants.

Section 11. EQUAL EMPLOYMENT OPPORTUNITY

- A. The Engineer shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, or place of birth. The Engineer shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, or place of birth.
- B. If the Engineer fails to comply with the Federal Laws relating to Equal Employment Opportunity, it is agreed that the City at its option may do either or both of the following:
 - 1) Cancel, terminate, or suspend the contract in whole or in part;
 - 2) Declare the Engineer ineligible for further City Contracts until he is determined to be in compliance.

Section 12. AMENDMENTS

This Contract may be amended or supplemented only by written instrument and only as approved by formal action of the City Council or the City Manager, except for termination under Section 9, Termination of Contract, which may be accomplished by the Executive Director of Public Works or his designated representative as identified in Section 9, Termination of Contract.

Section 13. COMPLIANCE WITH LAWS, CHARTERS, AND ORDINANCES, ETC.

The Engineer, his consultants, agents and employees, and subcontractors shall comply with applicable Federal and State Laws, the Charter and Ordinances of the City of Hurst, and with applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies existing and published before date of this agreement.

Section 14. RIGHT OF REVIEW

Engineer agrees that City may review any and all of the work performed by Engineer under this Contract. The Federal Government, State, and City is hereby granted the right to audit at their discretion, all of the Engineer's records and billings related to the performance of this contract. Engineer agrees to retain such records for a minimum of three (3) years following completion of this contract.

Section 15. CONFLICT OF INTEREST

No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position with the City. Any violation of this section with knowledge, expressed or implied, of the person or corporation contracting with the City shall render the Contract involved voidable by the City Manager or the City Council.

Section 16. CONTRACT PERSONAL

This Contract is for personal and professional services; and the Engineer shall not assign this Contract, in whole or in part, without the prior written consent of the City.

Section 17. NOTICES

All notices, communications, and reports required or permitted under this Contract shall be

States Mail at the address shown below unless and until either party is otherwise notified in writing by the other party at the following addresses. Mailed notices shall be deemed communicated after five days.

If intended for Hurst, to:

Gregory W. Dickens, P.E.
Contact Person

Executive Director of Public Works
Title

City of Hurst
1505 Precinct Line Road
Hurst, Texas 76054
(817) 788-7080

If intended for Engineer, to:

Alex Garcia, P.E.
Contact Person

Project Manager
Title

Freese and Nichols, Inc.
Firm Name

4055 International Plaza, Suite 200
Address

Fort Worth, Texas 76109-4895
City, State, Zip Code

817-735-7321
Telephone No.

Section 18. INDEPENDENT CONTRACTOR

In performing services under this Contract, Engineer is performing services of the type performed prior to this contract; and Engineer by the execution of this contract does not change the independent status of the Engineer. No term, or provision hereof, or act of Engineer in the performance of this Contract shall be construed as making Engineer the agent, servant, or employee of Hurst.

Section 19. INDEMNITY

Engineer agrees to defend, indemnify, and hold City whole and harmless against claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, error or omission of Engineer, or any agent, servant, or employee of Engineer in the execution or performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

This provision shall not be deemed to apply to liability for damage that is caused by or results from the negligence of the City of Hurst or its employees or other agents.

Section 20. INSURANCE

Engineer agrees to maintain workmen's compensation insurance to cover all of its own personnel engaged in performing services for client under this agreement. Engineer also agrees to maintain professional liability insurance and commercial general liability coverage in the amounts listed below:

Professional Liability Insurance - \$1 Million per claim/aggregate
Commercial General Liability Insurance - \$1 Million per claim/aggregate
Workers Compensation - Statutory

Section 21. VENUE

The obligations of the parties to this Contract are performable in Tarrant County, Texas; and if legal action is necessary to enforce it, exclusive venue shall lie in Tarrant County, Texas.

22. APPLICABLE LAWS

This Contract is made subject to the provisions of the Hurst Code, other City Ordinances, Standards, Hurst Specifications for materials and construction, as amended, and all State and Federal Laws.

Section 23. GOVERNING LAWS

This contract shall be governed by and construed in accordance with the laws and decisions of the State of Texas.

Section 24. LEGAL CONSTRUCTION

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

Section 25. PUBLISHED MATERIAL

Engineer agrees that the City shall review and approve any written material about City projects and/or activities prior to being published by the Engineer.

Section 26. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter any substance of the terms and conditions of this Contract.

Section 27. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.

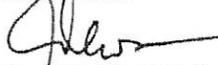
Section 28. ENTIRE AGREEMENT

This Contract (page 1 thru 8, Exhibit A) embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the ____ day of _____, 2016.

Freese and Nichols, Inc.

Firm Name



Signature

Principal

Title

4055 International Plaza, Suite 200
Address

Fort Worth, Texas 76109-4895
City, State, Zip Code

CITY OF HURST

City Manager

Executive Director of Public Works

APPROVED AS TO FORM:

City Attorney

EXHIBIT A – SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

Project Description

This project was awarded by the North Central Texas Council of Governments as a Safe Access to Schools project in the Transportation Alternatives call for projects in 2014. The project includes installation of sidewalk along several streets to provide better connectivity to Harrison Lane Elementary and Hurst Junior High School. The streets included are Hurstview Drive, Souder Drive, Pecan Street, Buena Vista Drive, Harrison Lane, Sheri Lane, and Keith Drive. Additionally, four school zone flashers are to be included in the project. As this project is federally funded, TxDOT will be reviewing the plans and specifications for the project. This project will be locally let by the City of Hurst in compliance with all Local Government Project Procedures (LGPP) as required by TxDOT.

ARTICLE I

FNI shall render the following professional services in connection with the development of the Project:

A. PRELIMINARY DESIGN

Upon execution of this AGREEMENT, FNI shall:

- a. Conduct a preliminary kickoff meeting with OWNER: (1) to review the scope of services, (2) to verify OWNER's requirements for the Project, and (3) to review available data.
- b. Conduct a preliminary kickoff meeting with TxDOT: (1) to review the project scope, and (2) to verify TxDOT's requirements for the Project.

1. Surveying

a. Property Boundary Survey

It is anticipated that all property boundaries adjacent to the limits of the project as outlined in the project description will be researched and provided in CAD format consistent with Hurst and TxDOT guidelines.

b. Topographic Survey

While the entire project limits are approximately 8,000 linear feet, it is anticipated that not all of the project will require detailed topographic survey to complete the design. It is assumed that approximately 2,500 linear feet of topographic survey will be provided from the curb to 5' beyond the property line on the side of the street where sidewalk is anticipated. If additional survey beyond this amount is required, it may be considered an additional service.

2. Preliminary Design Phase

- a. Conduct a preliminary site visit to review existing conditions. This site visit will serve to:
 1. Establish sidewalk routing including side of the road and offset (if any) from curb.
 2. Identify retaining wall or curb areas required
 3. Provide determination of required driveway reconstructions to be in compliance with ADA regulations for accessible paths.

4. Identify conflicting features including: trees, franchise utility poles and appurtenances, city utilities.
 - b. Prepare preliminary design documents (30%) consisting of all horizontal layout elements.
 - c. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
 - d. Furnish 6 copies of the above preliminary design documents and present and review them with OWNER.
3. Environmental Permitting
- a. Conduct Literature Review
Prior to making a field visit, FNI will obtain and review information for the project vicinity such as soils maps, National Wetland Inventory maps, topographic maps, floodplain maps, TPWD Natural Diversity Data, and other readily available, pertinent data. This information will be evaluated to guide the pedestrian survey described in Item 2, identify any potential environmental issues present in the project area and to develop the description of the area surrounding the project.
 - b. Conduct Pedestrian Survey of the Property
FNI will conduct an initial pedestrian survey of the property to identify environmental issues within the project area and complete the draft Scoping, Risk Assessment, and Environmental Information documents and develop the description of the area surrounding the proposed project. Once these three documents have been approved by TXDOT, FNI will conduct a follow up site visit to collect additional field data to support the required technical reports, if necessary.
 - c. Public Involvement Support
FNI Environmental Scientists will provide support to the public outreach effort by attending one public information meeting to be held in the vicinity of the project area and support for the preparation of any environmental exhibits required at the public meeting.
 - d. Prepare the Categorical Exclusion Document (CE)
Because the project would require no additional ROW and would have minimal impacts to the surrounding area, FNI assumes that environmental clearance through TxDOT can be obtained through a CE. All the information gathered above and other project data will be used to prepare the CE for the proposed project. FNI assumes that the required document will consist of a (c) list CE in TxDOT's current resource report format. The preparation of any other level environmental document is not included in this scope of services. FNI will submit the CE for review by TxDOT Fort Worth District. Upon receipt of comments, FNI will make any required revisions. Documents anticipated for preparation of the CE may include:
 1. Scoping Document, Risk Assessment, and Environmental Information Document (Item 2)
 2. Archeological Project Coordination Request and Historical Project Coordination Request (A historical and/or archeological survey will not be performed under this scope of services)
 3. Hazardous Materials Initial Site Assessment
 4. Biological Evaluation Form
 5. Community Impacts Analysis

Some resource reports and studies, such as noise modeling and Noise Report, Water Resources Report, Air Quality Report, and Indirect and Cumulative Impact Technical Report are not anticipated to be needed and are not included in this scope of services. FNI assumes that none of the follow on forms to the forms listed above will be required. FNI will prepare the required Environmental Permits, Issues and Commitments Form. FNI assumes that this project will be covered under one common CE. FNI anticipates three coordination meetings with TxDOT and the City during the development of the required resource reports

B. FINAL DESIGN: FNI shall provide professional services in this phase as follows:

1. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed (surveys to be furnished as Additional Services, pursuant to Article II). This will consist of 60%, 90%, and Final drawings to be submitted to TxDOT and the City concurrently for review and approval.
2. Prepare specifications manual consistent with Local Government Project Procedures (LGPP) policies and requirements at 90% and Final submittal. This project assumes usage of TxDOT standards for construction without the usage of any special specifications. Preparation of special specifications may be considered an additional service.
3. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.
4. Prepare revised opinion of probable construction cost.
5. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. These will be provided broken down per sheet as required by TxDOT.
6. Furnish OWNER up to three (3) sets of copies of drawings, specifications, and bid proposals marked for all pre-final submittals for approval by OWNER. FNI will provide OWNER up to six (6) sets of copies of "Final" drawings.

C. BID OR NEGOTIATION PHASE. Upon completion of the design services and approval of "Final" drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Assist OWNER in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
2. Maintain information on entities that have been issue a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
3. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary. In accordance with LGPP policies, any addenda will require TxDOT review and approval prior to issuance.
4. Assist the OWNER in conducting a pre-bid conference for the construction projects and coordinate responses with OWNER. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.

5. Assist OWNER in the preparation of Construction Contract Documents for construction contracts. Provide up to ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the OWNER and construction contractor. Distribute up to five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide OWNER with up to the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
 6. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
- D. CONSTRUCTION ADMINISTRATION: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

The OWNER agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist OWNER in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects.
3. Make up to six (6) visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. Visits to the site in excess of the specified number are an additional service.
4. Notify the OWNER of non-conforming work observed on site visits.
5. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
6. Review contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Review change order documentation for

approved changes for execution by the OWNER. Review of field orders, where cost to OWNER is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.

7. Review documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
8. Conduct, in company with OWNER's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Provide support for OWNER to develop a list of deficiencies to be corrected by the contractor before recommendation of final payment. Visiting the site to review completed work in excess of two trips are an additional service.
9. Local Government Project Procedures (LGPP) Documentation Support
 - a. BID PHASE
 - i. Bid Tabulation & Evaluation: The accuracy of each bid must be verified and the bids organized in the table from lowest to highest total bid. Bid Analysis process to be followed to the satisfaction of the TxDOT.
 - ii. Contractor Reference Checks: Freese and Nichols (FNI) Construction Services will check references for the proposed project manager and superintendent, a minimum of three references will be requested and contacted for each individual. FNI will evaluate potential contracting firm's history of safety compliance, litigation, budget and schedule performance, as well as previous performance on projects of similar size and type. FNI to provide a recommendation to the Owner regarding award of the project.
 - iii. Bid Phase Assistance - Conform Contract Documents: A conformed set incorporates the actual addenda, bond, and bid proposal information in the blanks of the bid set. An executed set is identical to the conformed version, with the exception that it is provided for formal execution by the parties to the contract. Hard copies will be distributed and routed for execution. Notice of Award will be prepared by FNI.
 - b. PRE-CONSTRUCTION PHASE
 - i. Review letting and contract award phase / LGPP filing: Obtain documentation for requirements specified in Best Practice Guide: Chapter 8 – Letting and Contract Award Phase. Owner designated Responsible Person in Charge (RPIC) or Qualified Person (QP) is responsible for providing documentation prior Contract Award.
 - c. CONSTRUCTION PHASE
 - i. Pre-Construction Meeting - TxDOT Coordination: Assist RPIC prior to coordination with TxDOT. Review roles and responsibilities prior to meeting with the Contractor at the Pre-Construction Meeting. LGPP Coordinator available to

- answer questions about processes, templates, and document control. Document TxDOT instructions and expectations for the project as discussed at the meeting.
- ii. Pre-Construction Meeting - Project Team: Assist RPIC with agenda items. LGPP Best Practices Workbook, Forms, and Templates will be used as a guide for agenda topics. LGPP Coordinator will assist RPIC to ensure Contractor and Inspector understand their role and responsibilities for a successful project.
 - iii. Records Organization / Project Set Up: Hard copy and digital filing structure will be created to meet the needs of the project. Templates will be provided to Contractor and Owner, along with guidelines for document naming structure. RPIC, Inspector, and Contractor will be responsible for accurate and timely document submission.
 - iv. Contract Administration: Daily activity to monitor required documentation. Coordinate with Owner Inspector, RPIC, Contractor, and TxDOT. RPIC, Inspector, and Contractor will be responsible for accurate and timely document submission.
 - v. Progress Meeting - Project Team: Assist RPIC with agenda and meeting minutes. Progress meetings should be held monthly. Additional meetings may include TxDOT inspection or special topics deemed necessary by RPIC.
 - (i) Subcontractor / Supplier Approval w/ TxDOT Concurrences: Provide guidance to Contractor to ensure TxDOT requirements are satisfied. Assist RPIC to obtain TxDOT concurrence. This activity is required before the subcontractor will be permitted to start work.
 - vi. Progress Payment Evaluation: Assist RPIC and Inspector as needed. Review Contractor pay request for completeness and accuracy. Freese and Nichols' Pay Application template may be presented to TxDOT and Owner for approved use on Contract.
 - vii. Progress Payment Reimbursement Request to TxDOT: Assist with documentation prior to RPIC submitting reimbursement request to TxDOT.
 - (i) Contract Time Statement: Prepare contract time statement for Calendar Day contracts, as required by TxDOT. Additional effort may be needed for Working Day contracts.
 - (ii) Daily Work Report: Inspector responsible for recording daily activity. TxDOT suggested a Daily Work Diary, Daily Work Report Form 1257, and Summary of Work Performed Form 1258. Other methods may be approved by TxDOT. LGPP Coordinator to compile Inspector's reports monthly.
 - (iii) Material Tickets: Inspector to coordinate with Contractor. Material tickets will be collected by Inspector as support documentation for pay request quantities and verification that material complies with Contract Documents. LGPP Coordinator will maintain project records based on information provided by Inspector.
 - (iv) Buy America Compliance: Inspector to verify compliance. Contractor to provide documentation. RPIC to ensure documentation satisfies requirements. LGPP Coordinator will maintain project records.
 - viii. Change Order: Assist RPIC prior to requesting TxDOT approval. Assist and compile support documents. Monitor status of approval process.
 - ix. DBE Compliance: LGPP Coordinator to monitor compliance. Contractor responsible for submitting forms in a timely manner.

- (i) Traffic Control Devices: Inspector responsible for regular inspections. LGPP Coordinator will maintain project records monthly.
 - (ii) Certified Payroll Statements: LGPP Coordinator will coordinate with Contractor and provide naming structure for CP. Periodic review to ensure compliance with minimum wage requirements.
 - (iii) Labor Interview: Inspector to perform Labor Interview. LGPP Coordinator will perform payroll review and maintain project records.
 - x. Quality Assurance Program: LGPP Coordinator will verify TxDOT approval prior to construction phase.
 - (i) Quality Assurance Program (QAP) - Material Testing: Inspector responsible for scheduling Lab. Review of Test Reports to be performed by qualified team member. LGPP Coordinator will maintain project records.
 - (ii) SWPPP: Inspector responsible for timely SWPPP inspection and coordination with Contractor. LGPP Coordinator will maintain project records.
 - xi. Document Control Specialist: Assist PM with submittal routing and distribution using FNI PMIS. Electronic copy will be available for Project Team. Hard Copy will not be distributed.
- d. FHWA AUDIT
- i. Early Audit: LGPP Coordinator will assist RPIC to prepare for audit by FHWA and TxDOT near the beginning of construction phase. Most information will be focused on compliance during Letting and Award.
 - ii. Final Audit Preparation: LGPP Coordinator will assist RPIC to prepare for audit by FHWA and TxDOT near the end of the project or after construction is complete. Detailed review and evaluation of project records is required. Key personnel will be required to participate in Audit.
 - iii. Final Audit Participation: Participate during Audit. Assist RPIC with deficiencies or follow-up items as required by FHWA and TxDOT.
 - iv. Final Audit Review: LGPP Coordinator will prepare summary of Audit. QC by Freese and Nichols' Management.
- e. PROJECT CLOSE-OUT
- i. Certification of Compliance: LGPP Coordinator to assist RPIC as needed to obtain Certification. LGPP Coordinator add document to project records.
 - ii. Reconcile Project Records: Prepare digital archive of project records.
 - iii. Archive Project Records: Reconcile hard copy project files. Files will be stored by Freese and Nichols for the time specified by TxDOT - currently a 3 year retention period is required.
 - iv. Provide digital project records to Owner: File Transfer via email - storage device excluded.
 - (iii) Review final billing statement: LGPP Coordinator will assist RPIC with final reimbursement request prior to submitting to TxDOT. Owner responsible for submitting final billing statement. Excluded: Effort related to Certified Statement of Cost provided by TxDOT.

Freese and Nichols will provide support and guidance to the RPIC through an experienced LGPP Coordinator or Document Control Specialist. Specified hours are dependent upon an experienced Owner Inspector and RPIC. Onsite requirements include monitoring and recording activity by the Contractor and Subcontractors. Detailed daily records are crucial to a successful project and reimbursement of funds. Owner is to provide staff with adequate availability and a strong working knowledge of construction processes. Owner will require staff to follow the LGPP Best Practices Workbook, LGPP Management Guide, and Contract Documents. Failure to comply with TxDOT regulations will result in additional effort by Freese and Nichols and may be considered an additional service. Support for LGPP does not guarantee full participation by FHWA or TxDOT for project funding.

Inspector Responsibilities include, but not limited to:

1. Bulletin Board Checklist
2. SWPPP Inspections
3. Sampling and Testing coordination
4. Daily Work Records
5. Labor Interviews
6. Verify pay application accuracy, coordination with contractor prior to submission
7. Traffic Control Inspections
8. Assist RPIC with information as needed.
9. Submit documents to file in a timely manner.
10. Familiar with Local Government Project Procedures

Excludes additional effort related to contract claims, differing site conditions, time extensions, liquidated damages, or actions by Owner or Contractor against the advisement of Freese and Nichols resulting in non-compliance with written LGPP.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Field surveying beyond what is identified in Article I – Special Services.
- B. Field layouts or the furnishing of construction line and grade surveys.
- C. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

- F. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for OWNER against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If OWNER provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this AGREEMENT before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. OWNER agrees that whenever FNI informs him in writing that any such personnel provided by the OWNER are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- G. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- H. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- I. Assisting OWNER 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 FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- J. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- K. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- L. Services required to resolve bid protests or to rebid the projects for any reason.
- M. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- N. Providing services after the completion of the construction phase not specifically listed in Article I.
- O. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- P. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- Q. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- R. Provide follow-up professional services during Contractor's warranty period.

- S. Provide Geotechnical investigations, studies and reports.

ARTICLE III

RESPONSIBILITIES OF OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer’s officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as OWNER’s representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER’s policies and decisions with respect to FNI’s services for the Project.
- C. Provide all criteria and full information as to OWNER’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI’s disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- H. If OWNER designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this AGREEMENT before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Exhibit A, Article I, C, together with such adjustment of compensation as appropriate.
- I. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- J. Give prompt written notice to FNI whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- K. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit A, Article II of this AGREEMENT or other services as required.
- L. Bear all costs incident to compliance with the requirements of this Article III.

Future Event Calendar

May 10, 2016

DATE AND TIME	ACTIVITY
Tuesday, May 10, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
Tuesday, May 17, 2016 6:30 p.m.	Regular City Council Meeting (moved from May 24, 2017) City Council Chambers
Monday, May 30, 2016	Holiday – City Offices Closed
Tuesday, June 14, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers
Tuesday, June 28, 2016 6:30 p.m.	Regular City Council Meeting City Council Chambers