



**Regular Meeting of the Bedford City Council  
Tuesday, March 10, 2020  
Bedford City Hall Building A  
2000 Forest Ridge Drive  
Bedford, Texas 76021**

**Council Chamber Work Session 5:30 p.m.  
Council Chamber Regular Session 7:30 p.m.**

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

### **COUNCIL CHAMBER WORK SESSION**

- **Discussion on the Quarterly Investment Report for the Quarter ending December 31, 2019.**
- **Update on the Business Town Hall Meeting held February 24, 2020.**
- **Presentation of Neighborhood Services Division: practices, strategies, and goals.**
- **Council discussion regarding the City's plans, including, but not limited to, the Comprehensive Land Use Plan.**

### **EXECUTIVE SESSION**

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

- a) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Block 1, Lot 1, Bedford School Addition.**
- b) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Abstract 1607 Tract 11e01 William Wallace Survey.**
- c) Pursuant to Section 551.074, personnel matters – City Manager search.**
- d) Pursuant to Section 551.074, personnel matters – evaluation of the Interim City Manager.**

### **REGULAR SESSION**

#### **CALL TO ORDER/GENERAL COMMENTS**

#### **INVOCATION (Pastor Robert White, Freedom Church)**

#### **PLEDGE OF ALLEGIANCE**

#### **ANNOUNCEMENTS/UPCOMING EVENTS**

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

**CONSIDER APPROVAL OF ITEMS BY CONSENT** *(Consent items are deemed to need little Council deliberation and will be acted upon as on business item. Any member of the City Council may request that an item be withdrawn from the Consent Agenda and placed before the City Council for full discussion. Approval of the Consent Agenda authorizes the City Manager, or a designee, to implement each item in accordance with staff recommendation.)*

1. Consider approval of the following City Council minutes:
  - a) February 18, 2020 work session
  - b) February 25, 2020 regular meeting
2. Consider a resolution authorizing the sale and consumption of alcoholic beverages at the Boys Ranch Park during the Twilight Concert Series (May 8, May 15, May 22, and May 29).

### **NEW BUSINESS**

3. Public hearing and consider an ordinance to rezone Lots 2 and 3, Block 2, Grubbs Enterprises Addition from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/New and Used Cars and Truck Sales and Service (H/SUP), specific to Section 3.2.C(8)d of the City of Bedford Zoning Ordinance, allowing for the operation of motor vehicle sales and rental service. The property is located in the Master Highway Corridor (MHC) Overlay District specific to Section 4.18 of the City of Bedford Zoning Ordinance. The property is generally located south of Airport Freeway and west of Brown Trail. (PZ-SUP-2020-50007)
4. Public hearing and consider an ordinance to rezone Lot 1, Block 1, Christian Life Tabernacle Addition and James M. Matson Survey, Abstract 1090, Tract 6A, located at 1104 Central Drive, Bedford, Texas, from (R15) Residential 15,000 SF Detached to (R15/SUP) Residential 15,000 SF Detached/Specific Use Permit, specific to Section 3.2.C.2.a, Churches, Temples and Synagogues, of the City of Bedford Zoning Ordinance, allowing for Christian Life Tabernacle Church to operate a church. The subject property is generally located east of Central Drive and north of Gettysburg Place. (PZ-SUP- 2018-50060)
5. Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of a grant application to the Assistance to Firefighters Grant (AFG) administered by the Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate.
6. Consider a resolution of the City Council of Bedford, Texas authorizing the submission of the Fiscal Year 2021 grant application for a pole camera system for the Police Department to the Office of the Governor, Criminal Justice Division.
7. Consider a resolution authorizing the Interim City Manager to accept the contract proposal from NewGen Strategies & Solution, LLC for Utility Rate Study Services and Stormwater Fee Study for the City of Bedford, Texas.
8. Mayor/Council Member Reports
  - a) Report on Phase Next branding
  - b) Report on arts and entertainment facility at the Old Bedford School
9. Report on most recent meeting of the following Boards and Commissions:
  - ✓ Animal Shelter Advisory Board
  - ✓ Beautification Commission
  - ✓ Community Affairs Commission
  - ✓ Cultural Commission
  - ✓ Economic Development Foundation
  - ✓ Library Advisory Board
  - ✓ Parks and Recreation Board
  - ✓ Teen Court Advisory Board
  - ✓ Senior Center Representative
10. City Manager/Staff Reports

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- b) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Abstract 1607 Tract 11e01 William Wallace Survey.
- c) Pursuant to Section 551.074, personnel matters – City Manager search.
- d) Pursuant to Section 551.074, personnel matters – evaluation of the Interim City Manager.

### **11. Take any action necessary as a result of the Executive Session.**

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

## **ADJOURNMENT**

### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: **Friday, March 6, 2020 at 5:00 p.m.**, and remained so posted at least 72 hours before said meeting convened.

\_\_\_\_\_  
**Michael Wells, City Secretary**

\_\_\_\_\_  
**Date Notice Removed**

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations must be requested in writing to the City Secretary's Office a minimum of seventy-two hours (72) hours prior to the scheduled starting time of the posted meeting. Requests can be delivered in person or mailed to the City Secretary's Office at 2000 Forest Ridge Drive, Bedford, TX 76021, or emailed to [citysecretary@bedfordtx.gov](mailto:citysecretary@bedfordtx.gov). Some requests may take longer due to the nature, extent and/or availability of such auxiliary aids, services or accommodations.)



# Council Agenda Background

<b><u>PRESENTER:</u></b>	Paula McPartlin, CGFO, Assistant Finance Director, Representatives from Valley View Consulting, L.L.C.	<b><u>DATE:</u></b> 03/10/20
<b>Work Session</b>		
<b><u>ITEM:</u></b>  Discussion on the Quarterly Investment Report for the Quarter ending December 31, 2019.  <b>City Attorney Review:</b> N/A		
<b><u>DISCUSSION:</u></b>  The City of Bedford Investment Portfolio contains funds invested for the daily operational requirements of the City, funds reserved for economic uncertainties, and future maintenance needs. The Portfolio also includes bond proceeds for several major construction projects, including older bond issues and bonds related to the Phase Next project. To ensure the safety of the portfolio, investments that hold the highest credit quality are selected. As of the quarter ended December 30, 2019, the market value of the portfolio totaled \$151 million. Representatives from Valley View Consulting, L.L.C. will provide an overview of the City's Investment Portfolio.		
<b><u>ATTACHMENTS:</u></b>  Quarterly Investment Report as of December 31, 2019		



CITY OF  
**BEDFORD**  
Discover the Center

## INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended  
December 31, 2019

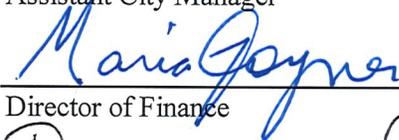
Prepared by  
Valley View Consulting, L.L.C.

The investment portfolio of the City of Bedford is in compliance with the Public Funds Investment Act and the City of Bedford Investment Policy and Strategies.

  
\_\_\_\_\_  
City Manager

N/A

\_\_\_\_\_  
Assistant City Manager

  
\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Assistant Finance Director

  
\_\_\_\_\_  
Assistant Finance Director

**Disclaimer:** These reports were compiled using information provided by the City of Bedford. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

**Summary**

City Funds	September 30, 2019		December 31, 2019		Ave. Yield
	Book Value	Market Value	Book Value	Market Value	
Asset Type					
Pools/DDA/MMA/NOW	\$ 60,061,101	\$ 60,061,101	\$ 92,163,091	\$ 92,163,091	1.76%
Securities/CDs	38,245,662	38,245,662	25,859,773	25,859,773	2.83%
<b>City Funds - Sub Total</b>	<b>\$ 98,306,764</b>	<b>\$ 98,306,764</b>	<b>\$ 118,022,863</b>	<b>\$ 118,022,863</b>	
	<u>Quarter End Average Yield (2)</u>		<u>Fiscal Year-to-Date Average Yield (1)</u>		
	Total Portfolio	1.99%	Total Portfolio	1.99%	

	<u>Interest</u>	<u>Bank Fees Offset</u>	
Quarter	\$ 585,930	\$ 12,899	Unaudited
Fiscal Year-to-date	\$ 585,930	\$ 12,899	Unaudited

TWDB (SWIRFT) Funds	September 30, 2019		December 31, 2019		Ave. Yield
	Book Value	Market Value	Book Value	Market Value	
Asset Type					
Pools/DDA/MMA/NOW	\$ 28,019,164	\$ 28,019,164	\$ 30,894,049	\$ 30,894,049	1.54%
Securities/CDs	5,544,971	5,549,202	2,055,002	2,055,002	3.00%
<b>TWDB (SWIRFT) Funds - Sub Total</b>	<b>\$ 33,564,136</b>	<b>\$ 33,568,366</b>	<b>\$ 32,949,051</b>	<b>\$ 32,949,051</b>	
	<u>Quarter End Average Yield (2)</u>		<u>Fiscal Year-to-Date Average Yield (1)</u>		
	Total Portfolio	1.64%	Total Portfolio	1.64%	

	<u>Interest/Dividends</u>	
Quarter	\$ 150,711	Unaudited
Fiscal Year-to-date	\$ 150,711	Unaudited

Total Portfolio	September 30, 2019		December 31, 2019	
	Book Value	Market Value	Book Value	Market Value
	<b>\$ 131,870,899</b>	<b>\$ 131,875,130</b>	<b>\$ 150,971,914</b>	<b>\$ 150,971,914</b>
	<u>Quarter End Average Yield (2)</u>		<u>Fiscal Year-to-Date Average Yield (1)</u>	
	Total Portfolio	1.91%	Total Portfolio	1.91%

	<u>QTR</u>	<u>YTD</u>
Rolling Three Month Treasury	1.59%	1.59%
Rolling Six Month Treasury	1.78%	1.78%
TexPool	1.62%	1.62%

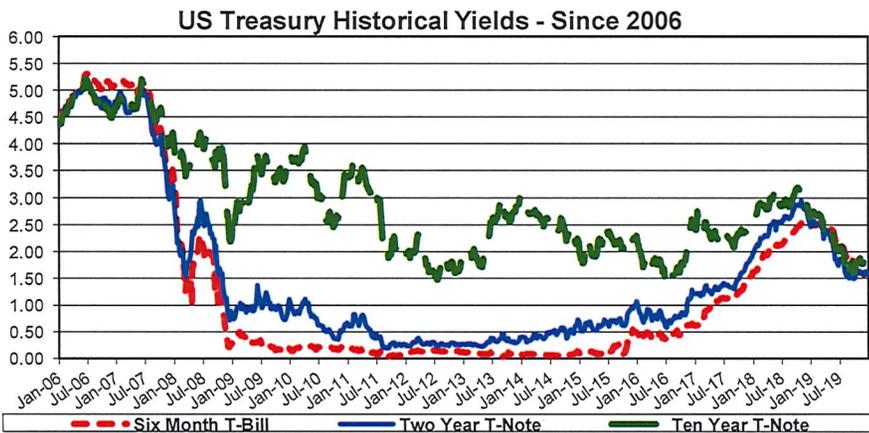
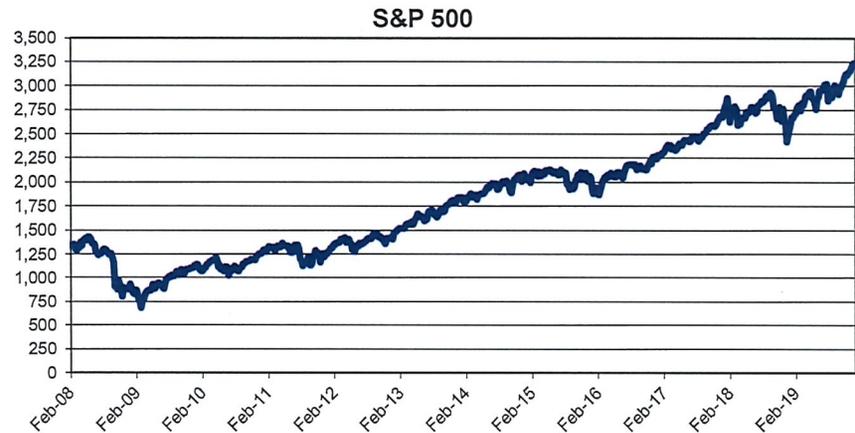
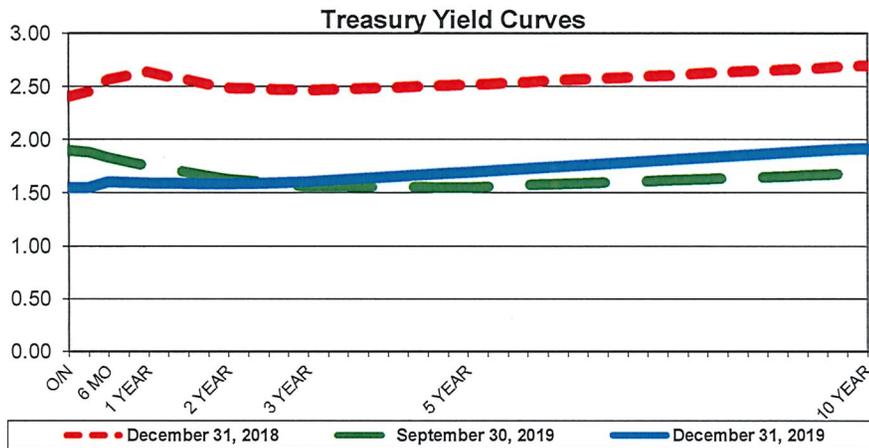
(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yields** calculated using quarter end report yields.

## Economic Overview

12/31/2019

The Federal Open Market Committee (FOMC) held the Fed Funds target range at 1.50% - 1.75% (Effective Fed Funds are trading +/-1.55%). The Futures Market has reduced the probability of additional decreases until late summer/early fall 2020. Middle East turmoil had bumped crude oil over \$60, but it has retreated back below. December Non Farm Payroll rose 145,000 resulting in a three month moving average of 185,000. The Unemployed level remained at 3.5%. The Stock Markets remain at or near historic highs. Consumer spending has improved. Housing shows signs of growth. Overall economic activity remains positive, 3rd Quarter GDP was confirmed at 2.1%. The British are moving forward with Brexit. Several trade agreements are also progressing (China, North America, Japan). The Yield Curve shifted to slightly positive.



**Investment Holdings**  
**December 31, 2019**

City Funds	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Pooled Cash DDA		1.56%	01/01/20	12/31/19	\$ 8,587,156	\$ 8,587,156	1.00	\$ 8,587,156	1	1.56%
Southside Bank MMA		1.80%	01/01/20	12/31/19	1,195,455	1,195,455	1.00	1,195,455	1	1.80%
NexBank MMA		1.82%	01/01/20	12/31/19	7,789,553	7,789,553	1.00	7,789,553	1	1.82%
NexBank MMA ICS		1.80%	01/01/20	12/31/19	36,810,932	36,810,932	1.00	36,810,932	1	1.80%
TexSTAR	AAA	1.56%	01/01/20	12/31/19	15,985,502	15,985,502	1.00	15,985,502	1	1.56%
TexasDAILY	AAA	1.66%	01/01/20	12/31/19	281,600	281,600	1.00	281,600	1	1.66%
Texas CLASS	AAA	1.88%	01/01/20	12/31/19	21,502,556	21,502,556	1.00	21,502,556	1	1.88%
LSIP Gov O/N	AAA	1.62%	01/01/20	12/31/19	10,337	10,337	1.00	10,337	1	1.62%
Landmark Bank CD		1.82%	03/06/20	02/06/17	2,102,226	2,102,226	100.00	2,102,226	66	1.83%
Landmark Bank CD		2.67%	03/08/20	03/08/19	1,020,252	1,020,252	100.00	1,020,252	68	2.70%
Landmark Bank CD		3.01%	05/02/20	11/01/18	1,545,662	1,545,662	100.00	1,545,662	123	3.04%
LegacyTexas Bank CD		2.90%	06/11/20	06/11/18	7,833,349	7,833,349	100.00	7,833,349	163	2.94%
East West Bank CD		2.93%	06/12/20	12/12/18	3,094,160	3,094,160	100.00	3,094,160	164	2.97%
BTH Bank CD		2.71%	09/12/20	03/12/19	1,020,604	1,020,604	100.00	1,020,604	256	2.74%
East West Bank CD		1.75%	11/05/20	11/05/19	1,002,737	1,002,737	100.00	1,002,737	310	1.77%
East West Bank CD		3.00%	12/07/20	12/07/18	2,065,145	2,065,145	100.00	2,065,145	342	3.05%
LegacyTexas Bank CD		3.05%	12/11/20	12/12/18	5,154,650	5,154,650	100.00	5,154,650	346	3.09%
BTH Bank CD		2.76%	03/12/21	03/12/19	1,020,988	1,020,988	100.00	1,020,988	437	2.80%
<b>City Funds - Sub Total</b>					<b>\$ 118,022,863</b>	<b>\$ 118,022,863</b>		<b>\$ 118,022,863</b>	<b>49</b>	<b>1.99%</b>

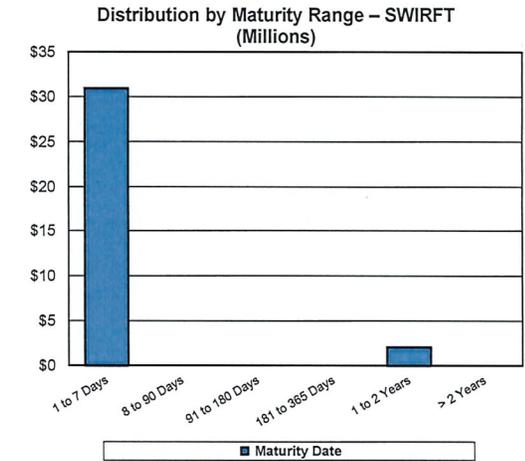
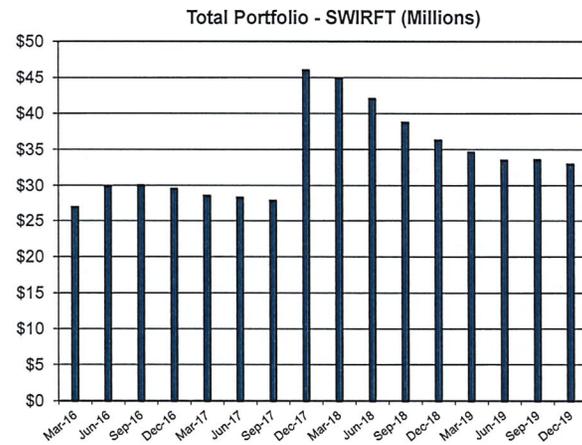
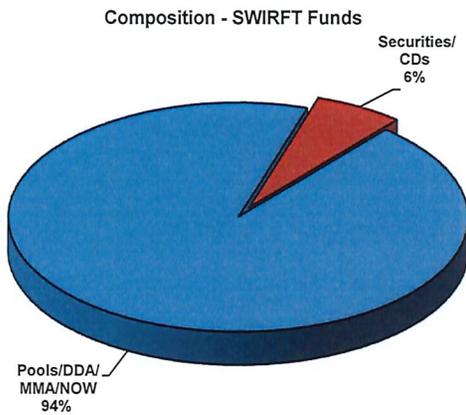
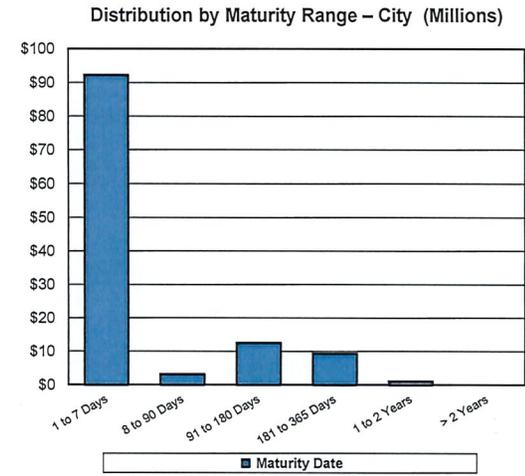
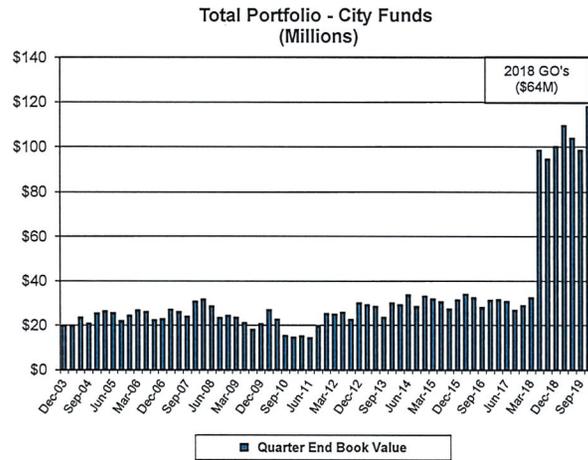
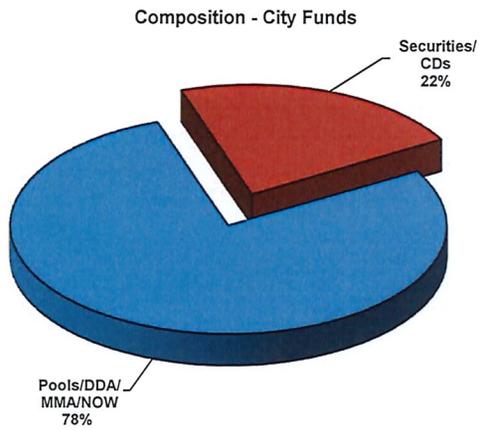
**Investment Holdings**  
**December 31, 2019**

**TWDB (SWIRFT) Funds**

NexBank MMA		1.82%	01/01/20	12/31/19	\$ 2,508,719	\$ 2,508,719	1.00	\$ 2,508,719	1	1.82%
Morgan Stanley Gov't MMMF	AAA	1.52%	01/01/20	12/31/19	28,385,330	28,385,330	1.00	28,385,330	1	1.52%
Texas Bank Fin. CDARS		2.96%	01/28/21	01/30/19	2,055,002	2,055,002	100.00	2,055,002	394	3.00%
<b>TWDB (SWIRFT) Funds - Sub Total</b>					<b>\$ 32,949,051</b>	<b>\$ 32,949,051</b>		<b>\$ 32,949,051</b>	<b>26</b>	<b>1.64%</b>
<b>Total Portfolio</b>					<b>\$ 150,971,914</b>	<b>\$ 150,971,914</b>		<b>\$ 150,971,914</b>	<b>44</b>	<b>1.91%</b>
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.



## Book Value Comparison

Description	Maturity Date	September 30, 2019				December 31, 2019	
		Original Face\		Purchases/ Adjustments	Sales/ Maturities	Original Face\	
		Par Value	Book Value			Par Value	Book Value
Pooled Cash DDA	01/01/20	\$ 3,110,147	\$ 3,110,147	\$ 5,477,009	\$ —	\$ 8,587,156	\$ 8,587,156
Southside Bank MMA	01/01/20	1,189,730	1,189,730	5,725		1,195,455	1,195,455
NexBank MMA	01/01/20	7,161,221	7,161,221	3,137,050		10,298,272	10,298,272
NexBank MMA ICS	01/01/20	15,096,853	15,096,853	21,714,079		36,810,932	36,810,932
Morgan Stanley Gov't MMMF	01/01/20	26,787,143	26,787,143	1,598,187		28,385,330	28,385,330
TexSTAR	01/01/20	13,048,450	13,048,450	2,937,053		15,985,502	15,985,502
TexasDAILY	01/01/20	280,333	280,333	1,267		281,600	281,600
Texas CLASS	01/01/20	21,396,098	21,396,098	106,458		21,502,556	21,502,556
LSIP Gov O/N	01/01/20	10,292	10,292	45		10,337	10,337
Landmark Bank CD	11/02/19	1,021,772	1,021,772		(1,021,772)	—	—
FHLB	12/06/19	3,000,000	2,994,299		(2,994,299)	—	—
WallisBank CD	12/11/19	1,035,544	1,035,544		(1,035,544)	—	—
LegacyTexas Bank CD	12/11/19	7,762,427	7,762,427		(7,762,427)	—	—
Landmark Bank CD	12/11/19	3,065,543	3,065,543		(3,065,543)	—	—
BTH Bank CD	12/11/19	1,189,793	1,189,793		(1,189,793)	—	—
Landmark Bank CD	03/06/20	2,092,626	2,092,626	9,600		2,102,226	2,102,226
Landmark Bank CD	03/08/20	1,013,505	1,013,505	6,747		1,020,252	1,020,252
Landmark Bank CD	05/02/20	1,534,024	1,534,024	11,638		1,545,662	1,545,662
LegacyTexas Bank CD	06/11/20	7,776,985	7,776,985	56,364		7,833,349	7,833,349
East West Bank CD	06/12/20	3,071,394	3,071,394	22,766		3,094,160	3,094,160
BTH Bank CD	09/12/20	1,013,739	1,013,739	6,865		1,020,604	1,020,604
East West Bank CD	11/05/20	—	—	1,002,737		1,002,737	1,002,737
East West Bank CD	12/07/20	2,049,589	2,049,589	15,556		2,065,145	2,065,145
LegacyTexas Bank CD	12/11/20	5,115,651	5,115,651	38,999		5,154,650	5,154,650
Texas Bank Fin. CDARS	01/28/21	2,039,748	2,039,748	15,254		2,055,002	2,055,002
BTH Bank CD	03/12/21	1,013,994	1,013,994	6,993		1,020,988	1,020,988
<b>TOTAL</b>		<b>\$ 131,876,600</b>	<b>\$ 131,870,899</b>	<b>\$ 36,170,392</b>	<b>\$ (17,069,377)</b>	<b>\$ 150,971,914</b>	<b>\$ 150,971,914</b>

## Market Value Comparison

Description	Maturity Date	September 30, 2019			Qtr-to-Qtr Change	December 31, 2019		
		Original Face\	Market	Market Value		Original Face\	Market	Market Value
		Par Value	Price			Par Value	Price	
Pooled Cash DDA	01/01/20	\$ 3,110,147	1.00	\$ 3,110,147	5,477,009	\$ 8,587,156	1.00	\$ 8,587,156
Southside Bank MMA	01/01/20	1,189,730	1.00	1,189,730	5,725	1,195,455	1.00	1,195,455
NexBank MMA	01/01/20	7,161,221	1.00	7,161,221	3,137,050	10,298,272	1.00	10,298,272
NexBank MMA ICS	01/01/20	15,096,853	1.00	15,096,853	21,714,079	36,810,932	1.00	36,810,932
Morgan Stanley Gov't MMMF	01/01/20	26,787,143	1.00	26,787,143	1,598,187	28,385,330	1.00	28,385,330
TexSTAR	01/01/20	13,048,450	1.00	13,048,450	2,937,053	15,985,502	1.00	15,985,502
TexasDAILY	01/01/20	280,333	1.00	280,333	1,267	281,600	1.00	281,600
Texas CLASS	01/01/20	21,396,098	1.00	21,396,098	106,458	21,502,556	1.00	21,502,556
LSIP Gov O/N	01/01/20	10,292	1.00	10,292	45	10,337	1.00	10,337
Landmark Bank CD	11/02/19	1,021,772	100.00	1,021,772	(1,021,772)	-	-	-
FHLB	12/06/19	3,000,000	99.95	2,998,530	(2,998,530)	-	-	-
WallisBank CD	12/11/19	1,035,544	100.00	1,035,544	(1,035,544)	-	-	-
LegacyTexas Bank CD	12/11/19	7,762,427	100.00	7,762,427	(7,762,427)	-	-	-
Landmark Bank CD	12/11/19	3,065,543	100.00	3,065,543	(3,065,543)	-	-	-
BTH Bank CD	12/11/19	1,189,793	100.00	1,189,793	(1,189,793)	-	-	-
Landmark Bank CD	03/06/20	2,092,626	100.00	2,092,626	9,600	2,102,226	100.00	2,102,226
Landmark Bank CD	03/08/20	1,013,505	100.00	1,013,505	6,747	1,020,252	100.00	1,020,252
Landmark Bank CD	05/02/20	1,534,024	100.00	1,534,024	11,638	1,545,662	100.00	1,545,662
LegacyTexas Bank CD	06/11/20	7,776,985	100.00	7,776,985	56,364	7,833,349	100.00	7,833,349
East West Bank CD	06/12/20	3,071,394	100.00	3,071,394	22,766	3,094,160	100.00	3,094,160
BTH Bank CD	09/12/20	1,013,739	100.00	1,013,739	6,865	1,020,604	100.00	1,020,604
East West Bank CD	11/05/20	-	-	-	1,002,737	1,002,737	100.00	1,002,737
East West Bank CD	12/07/20	2,049,589	100.00	2,049,589	15,556	2,065,145	100.00	2,065,145
LegacyTexas Bank CD	12/11/20	5,115,651	100.00	5,115,651	38,999	5,154,650	100.00	5,154,650
Texas Bank Fin. CDARS	01/28/21	2,039,748	100.00	2,039,748	15,254	2,055,002	100.00	2,055,002
BTH Bank CD	03/12/21	1,013,994	100.00	1,013,994	6,993	1,020,988	100.00	1,020,988
<b>TOTAL</b>		<b>\$ 131,876,600</b>		<b>\$131,875,130</b>	<b>\$ 19,096,785</b>	<b>\$ 150,971,914</b>		<b>\$ 150,971,914</b>

Allocation

December 31, 2019

Book Value	Coupon/ Discount	Maturity Date	Total	All Funds Operating Cash	General Fund	Special Revenue Funds	Construction Funds	Debt Service Fund	Utility Funds	TWDB SWIRFT Funds
Pooled Cash DDA			\$ 8,587,156	\$ 8,587,156	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Southside Bank MMA			1,195,455	438,154	-	-	360,003	-	397,297	-
NexBank MMA			10,298,272	5,635,936	-	-	2,153,617	-	-	2,508,719
NexBank MMA ICS			36,810,932	-	-	-	36,810,932	-	-	-
Morgan Stanley Gov't MMMF			28,385,330	-	-	-	-	-	-	28,385,330
TexSTAR			15,985,502	11,321,652	-	-	440,698	-	4,223,152	-
TexasDAILY			281,600	-	281,600	-	-	-	-	-
Texas CLASS			21,502,556	715,055	-	-	16,709,101	-	4,078,400	-
LSIP Gov O/N			10,337	-	-	-	10,337	-	-	-
Landmark Bank CD	1.82%	03/06/20	2,102,226	-	2,102,226	-	-	-	-	-
Landmark Bank CD	2.67%	03/08/20	1,020,252	-	1,020,252	-	-	-	-	-
Landmark Bank CD	3.01%	05/02/20	1,545,662	-	1,030,442	515,220	-	-	-	-
LegacyTexas Bank CD	2.90%	06/11/20	7,833,349	-	-	-	7,833,349	-	-	-
East West Bank CD	2.93%	06/12/20	3,094,160	-	-	-	3,094,160	-	-	-
BTH Bank CD	2.71%	09/12/20	1,020,604	-	-	-	1,020,604	-	-	-
East West Bank CD	1.75%	11/05/20	1,002,737	-	-	-	-	-	1,002,737	-
East West Bank CD	3.00%	12/07/20	2,065,145	-	1,032,573	-	-	-	1,032,573	-
LegacyTexas Bank CD	3.05%	12/11/20	5,154,650	-	-	-	5,154,650	-	-	-
Texas Bank Fin. CDARS	2.96%	01/28/21	2,055,002	-	-	-	-	-	-	2,055,002
BTH Bank CD	2.76%	03/12/21	1,020,988	-	-	-	510,494	-	510,494	-
<b>Totals</b>			<b>\$ 150,971,914</b>	<b>\$ 26,697,953</b>	<b>\$ 5,467,093</b>	<b>\$ 515,220</b>	<b>\$ 74,097,946</b>	<b>\$ -</b>	<b>\$ 11,244,652</b>	<b>\$ 32,949,051</b>

**Allocation**

**December 31, 2019**

<b>Market Value</b>	<b>Coupon/ Discount</b>	<b>Maturity Date</b>	<b>Total</b>	<b>All Funds Operating Cash</b>	<b>General Fund</b>	<b>Special Revenue Funds</b>	<b>Construction Funds</b>	<b>Debt Service Fund</b>	<b>Utility Funds</b>	<b>TWDB SWIRFT Funds</b>
Pooled Cash DDA			\$ 8,587,156	\$ 8,587,156	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Southside Bank MMA			1,195,455	438,154	-	-	360,003	-	397,297	-
NexBank MMA			10,298,272	5,635,936	-	-	2,153,617	-	-	2,508,719
NexBank MMA ICS			36,810,932	-	-	-	36,810,932	-	-	-
Morgan Stanley Govt MMMF			28,385,330	-	-	-	-	-	-	28,385,330
TexSTAR			15,985,502	11,321,652	-	-	440,698	-	4,223,152	-
TexasDAILY			281,600	-	281,600	-	-	-	-	-
Texas CLASS			21,502,556	715,055	-	-	16,709,101	-	4,078,400	-
LSIP Gov O/N			10,337	-	-	-	10,337	-	-	-
Landmark Bank CD	1.82%	03/06/20	2,102,226	-	2,102,226	-	-	-	-	-
Landmark Bank CD	2.67%	03/08/20	1,020,252	-	1,020,252	-	-	-	-	-
Landmark Bank CD	3.01%	05/02/20	1,545,662	-	1,030,442	515,220	-	-	-	-
LegacyTexas Bank CD	2.90%	06/11/20	7,833,349	-	-	-	7,833,349	-	-	-
East West Bank CD	2.93%	06/12/20	3,094,160	-	-	-	3,094,160	-	-	-
BTH Bank CD	2.71%	09/12/20	1,020,604	-	-	-	1,020,604	-	-	-
East West Bank CD	1.75%	11/05/20	1,002,737	-	-	-	-	-	1,002,737	-
East West Bank CD	3.00%	12/07/20	2,065,145	-	1,032,573	-	-	-	1,032,573	-
LegacyTexas Bank CD	3.05%	12/11/20	5,154,650	-	-	-	5,154,650	-	-	-
Texas Bank Fin. CDARS	2.96%	01/28/21	2,055,002	-	-	-	-	-	-	2,055,002
BTH Bank CD	2.76%	03/12/21	1,020,988	-	-	-	510,494	-	510,494	-
<b>Totals</b>			<b>\$ 150,971,914</b>	<b>\$ 26,697,953</b>	<b>\$ 5,467,093</b>	<b>\$ 515,220</b>	<b>\$ 74,097,946</b>	<b>\$ -</b>	<b>\$ 11,244,652</b>	<b>\$ 32,949,051</b>

Allocation

September 30, 2019

Book Value	Coupon/ Discount	Maturity Date	Total	All Funds Operating Cash	General Fund	Special Revenue Funds	Construction Funds	Debt Service Fund	Utility Funds	TWDB SWIRFT Funds
Pooled Cash DDA			\$ 3,110,147	\$ 3,110,147	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Southside Bank MMA			1,189,730	436,056	-	-	358,279	-	395,394	-
NexBank MMA			7,161,221	3,790,561	-	-	2,138,638	-	-	1,232,022
NexBank MMA ICS			15,096,853	-	-	-	15,096,853	-	-	-
Morgan Stanley Gov't MMMF			26,787,143	-	-	-	-	-	-	26,787,143
TexSTAR			13,048,450	7,057,672	-	-	1,150,758	-	4,840,019	-
TexasDAILY			280,333	-	280,333	-	-	-	-	-
Texas CLASS			21,396,098	710,823	-	-	16,627,068	-	4,058,208	-
LSIP Gov O/N			10,292	-	-	-	10,292	-	-	-
Landmark Bank CD	2.89%	11/02/19	1,021,772	-	-	-	-	-	1,021,772	-
FHLB	1.43%	12/06/19	2,994,299	-	-	-	-	-	-	2,994,299
WallisBank CD	2.00%	12/11/19	1,035,544	-	-	1,035,544	-	-	-	-
LegacyTexas Bank CD	2.75%	12/11/19	7,762,427	-	-	-	7,762,427	-	-	-
Landmark Bank CD	2.90%	12/11/19	3,065,543	-	-	-	2,554,619	-	-	510,924
BTH Bank CD	2.72%	12/11/19	1,189,793	-	-	-	1,189,793	-	-	-
Landmark Bank CD	1.82%	03/06/20	2,092,626	-	2,092,626	-	-	-	-	-
Landmark Bank CD	2.67%	03/08/20	1,013,505	-	1,013,505	-	-	-	-	-
Landmark Bank CD	3.01%	05/02/20	1,534,024	-	1,022,683	511,341	-	-	-	-
LegacyTexas Bank CD	2.90%	06/11/20	7,776,985	-	-	-	7,776,985	-	-	-
East West Bank CD	2.93%	06/12/20	3,071,394	-	-	-	3,071,394	-	-	-
BTH Bank CD	2.71%	09/12/20	1,013,739	-	-	-	1,013,739	-	-	-
East West Bank CD	3.00%	12/07/20	2,049,589	-	1,024,795	-	-	-	1,024,795	-
LegacyTexas Bank CD	3.05%	12/11/20	5,115,651	-	-	-	5,115,651	-	-	-
Texas Bank Fin. CDARS	2.96%	01/28/21	2,039,748	-	-	-	-	-	-	2,039,748
BTH Bank CD	2.76%	03/12/21	1,013,994	-	-	-	506,997	-	506,997	-
<b>Totals</b>			<b>\$ 131,870,899</b>	<b>\$ 15,105,259</b>	<b>\$ 5,433,941</b>	<b>\$ 1,546,884</b>	<b>\$ 64,373,494</b>	<b>\$ -</b>	<b>\$ 11,847,185</b>	<b>\$ 33,564,136</b>

Allocation

September 30, 2019

Market Value	Coupon/ Discount	Maturity Date	Total	All Funds Operating Cash	General Fund	Special Revenue Funds	Construction Funds	Debt Service Fund	Utility Funds	TWDB SWIRFT Funds
Pooled Cash DDA			\$ 3,110,147	\$ 3,110,147	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Southside Bank MMA			1,189,730	436,056	-	-	358,279	-	395,394	-
NexBank MMA			7,161,221	3,790,561	-	-	2,138,638	-	-	1,232,022
NexBank MMA ICS			15,096,853	-	-	-	15,096,853	-	-	-
Morgan Stanley Gov't MMMF			26,787,143	-	-	-	-	-	-	26,787,143
TexSTAR			13,048,450	7,057,672	-	-	1,150,758	-	4,840,019	-
TexasDAILY			280,333	-	280,333	-	-	-	-	-
Texas CLASS			21,396,098	710,823	-	-	16,627,068	-	4,058,208	-
LSIP Gov O/N			10,292	-	-	-	10,292	-	-	-
Landmark Bank CD	2.89%	11/02/19	1,021,772	-	-	-	-	-	1,021,772	-
FHLB	1.43%	12/06/19	2,998,530	-	-	-	-	-	-	2,998,530
WallisBank CD	2.00%	12/11/19	1,035,544	-	-	1,035,544	-	-	-	-
LegacyTexas Bank CD	2.75%	12/11/19	7,762,427	-	-	-	7,762,427	-	-	-
Landmark Bank CD	2.90%	12/11/19	3,065,543	-	-	-	2,554,619	-	-	510,924
BTH Bank CD	2.72%	12/11/19	1,189,793	-	-	-	1,189,793	-	-	-
Landmark Bank CD	1.82%	03/06/20	2,092,626	-	2,092,626	-	-	-	-	-
Landmark Bank CD	2.67%	03/08/20	1,013,505	-	1,013,505	-	-	-	-	-
Landmark Bank CD	3.01%	05/02/20	1,534,024	-	1,022,683	511,341	-	-	-	-
LegacyTexas Bank CD	2.90%	06/11/20	7,776,985	-	-	-	7,776,985	-	-	-
East West Bank CD	2.93%	06/12/20	3,071,394	-	-	-	3,071,394	-	-	-
BTH Bank CD	2.71%	09/12/20	1,013,739	-	-	-	1,013,739	-	-	-
East West Bank CD	3.00%	12/07/20	2,049,589	-	1,024,795	-	-	-	1,024,795	-
LegacyTexas Bank CD	3.05%	12/11/20	5,115,651	-	-	-	5,115,651	-	-	-
Texas Bank Fin. CDARS	2.96%	01/28/21	2,039,748	-	-	-	-	-	-	2,039,748
BTH Bank CD	2.76%	03/12/21	1,013,994	-	-	-	506,997	-	506,997	-
<b>Totals</b>			<b>\$ 131,875,130</b>	<b>\$ 15,105,259</b>	<b>\$ 5,433,941</b>	<b>\$ 1,546,884</b>	<b>\$ 64,373,494</b>	<b>\$ -</b>	<b>\$ 11,847,185</b>	<b>\$ 33,568,366</b>



# Council Agenda Background

**PRESENTER:** Sal Caruso, Chairperson, Community Affairs Commission

**DATE:** 03/10/20

Work Session

**ITEM:**

Update on the Business Town Hall Meeting held February 24,

2020. **City Attorney Review: N/A**

**DISCUSSION:**

Community Affairs Commission Chairperson Sal Caruso will update the City Council on the Business Town Hall Meeting held February 24, 2020.

**ATTACHMENTS:**

N/A



# Council Agenda Background

**PRESENTER:** Andrew Kloefkorn, Neighborhood Services  
Manager

**DATE:** 03/10/20

**Work Session**

**ITEM:**

**Presentation of Neighborhood Services Division: practices, strategies, and goals.**

**City Attorney Review: N/A**

**DISCUSSION:**

**Neighborhood Services Manager Andrew Kloefkorn will give a presentation on the newly created division, including the practices, strategies, goals for ensuring neighborhood integrity.**

**ATTACHMENTS:**

**PowerPoint Presentation**

# BEDFORD COUNCIL WORK SESSION

Neighborhood Services Division

**THERE CAN BE NO DISSENT FROM THE  
PRINCIPLE THAT ALL OFFICIALS MUST ACT  
WITH UNWAVERING INTEGRITY, ABSOLUTE  
IMPARTIALITY, AND COMPLETE DEVOTION  
TO THE PUBLIC INTEREST.**

**PRESIDENT JOHN F. KENNEDY  
APRIL 27, 1961**

# WHAT IS NEIGHBORHOOD SERVICES (NSD)?

- The Historical thought on Code Compliance
- The New Mission and Vision of NSD
  - Values
  - Objectives
- Impact to Residents
  - Code Compliance
  - Community Engagement
- The measures of Success
  - Performance Measures
  - The SMART Goals of NSD
- Next Steps

# HISTORICAL VIEW OF CODE COMPLIANCE

## Police Departments

- Reactive
- Rigid
- Lack of Understanding
- Violations & Citations
- Maintain Health & Safety

## Development

- Reactive
- Greater Understanding
- Lack of Processes
- Violations & Citations
- Maintain Health & Safety

# Mission Statement

The City of Bedford's Neighborhood Services Division (NSD) strives to provide our citizens with the highest quality of service and to uphold and enforce the Codes and Standards established to protect the Public Health, Safety and Welfare of all residents, business owners, and visitors based upon priorities which are consistent with established standards.

# Mission Statement

Compassion, courtesy, and professionalism will serve as guiding principles which will permeate the character of the NSD, thereby ensuring that our determination to deter blight within the City is tempered with sensitivity and empathy.

# VALUES STATEMENT

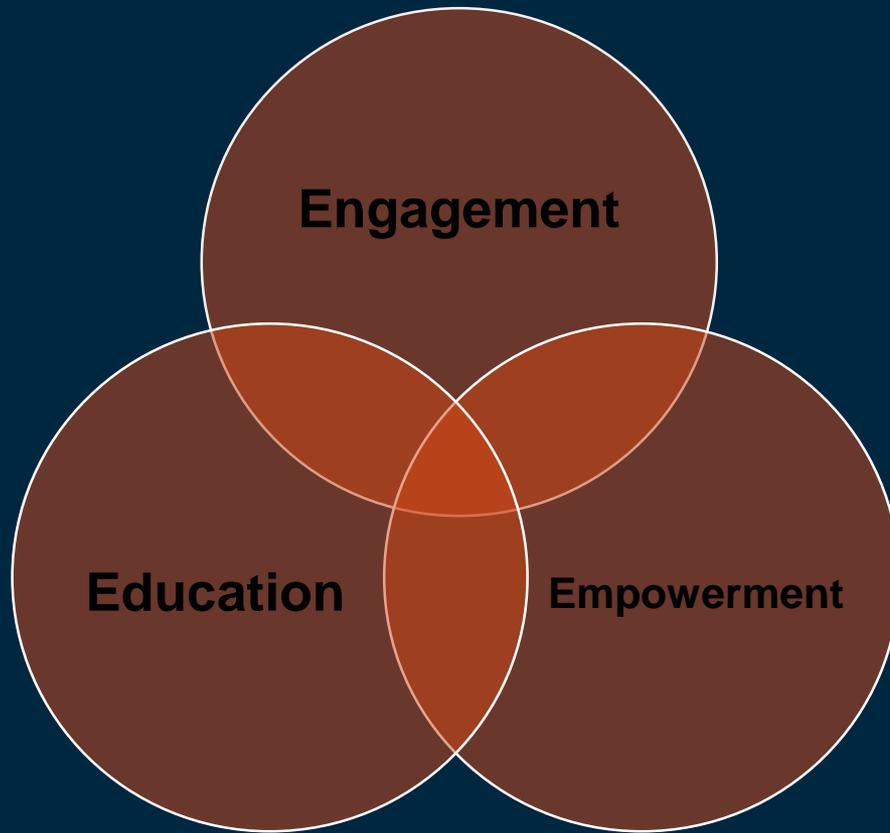
The Neighborhood Services Division works in the spirit of partnership to proactively find solutions to problems affecting the livability and health, safety and welfare of the community. This pursuit is done with a resident-first attitude.

# NEW APPROACH CODE COMPLIANCE

## Neighborhood Services

- Proactive
- Empathetic
- Deep Understanding
- Proven Processes
- Maintain Health & Safety
- Collaborative
- Collegial
- Ethical
- Violations & Summons
- Property Rights

# NEIGHBORHOOD SERVICES VALUES



## ENGAGEMENT:

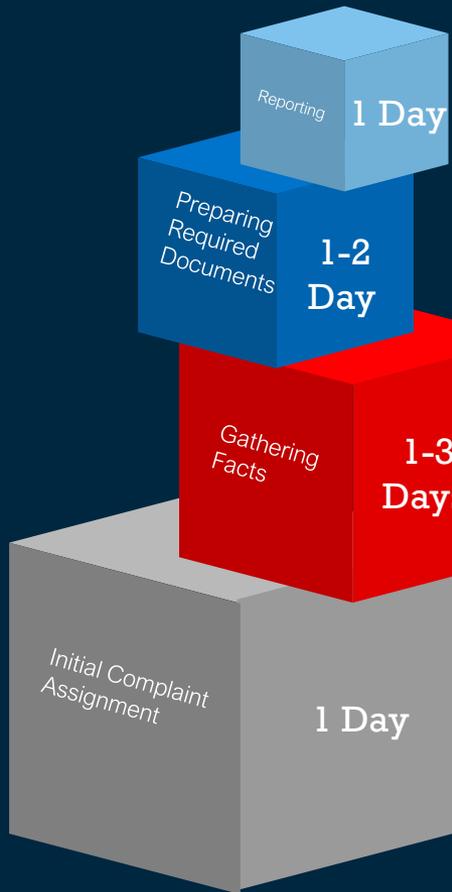
- Collaborative
- Partnership
- Mobilization of Resources
- Staff/Residents

## EDUCATION:

- Policies
- Procedures
- Resources
- Interaction

## EMPOWERMENT:

- Increase Control
- Self-governance



**Record Retention**  
Case Notes and PM

**NOV & Letters**  
Issuing of NOV, Case Files, Summons, Citations

**Working w/ Resident**  
Photographs, explanation, action plan

**Code District**  
NSD Officer in District

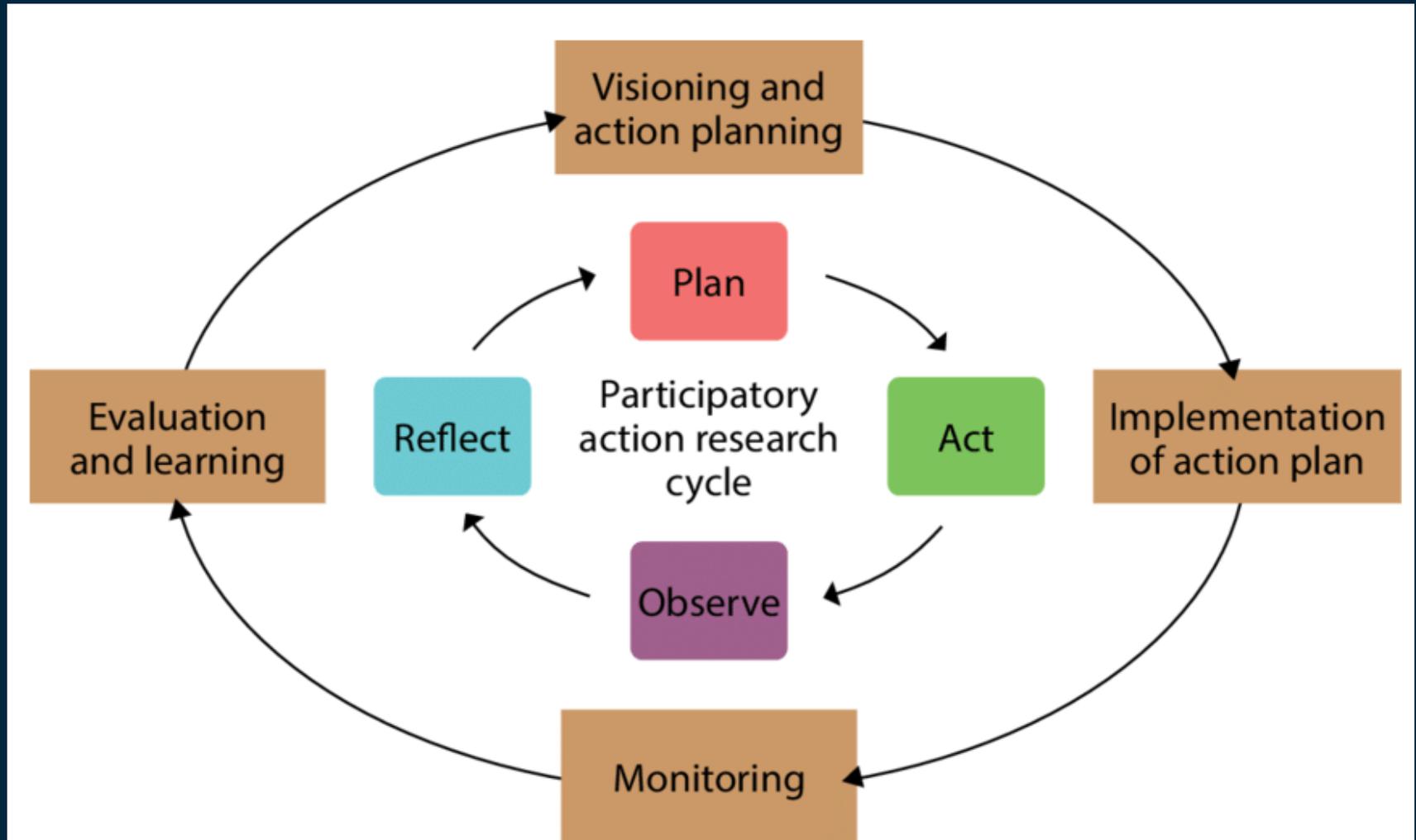
## BUILDING ON A CASE

- + Fair
  - + Open, Honest, Objective
- + Firm
  - + Persistent, Resilient, Timely
- + Factual
  - + Knowledgeable, Thorough, Accurate
- + Flexible
  - + Recognizing Unique Aspects
- + Accountable
  - + Assume Responsibility

# Community Engagement



# Community Engagement



# IMPACT TO RESIDENTS

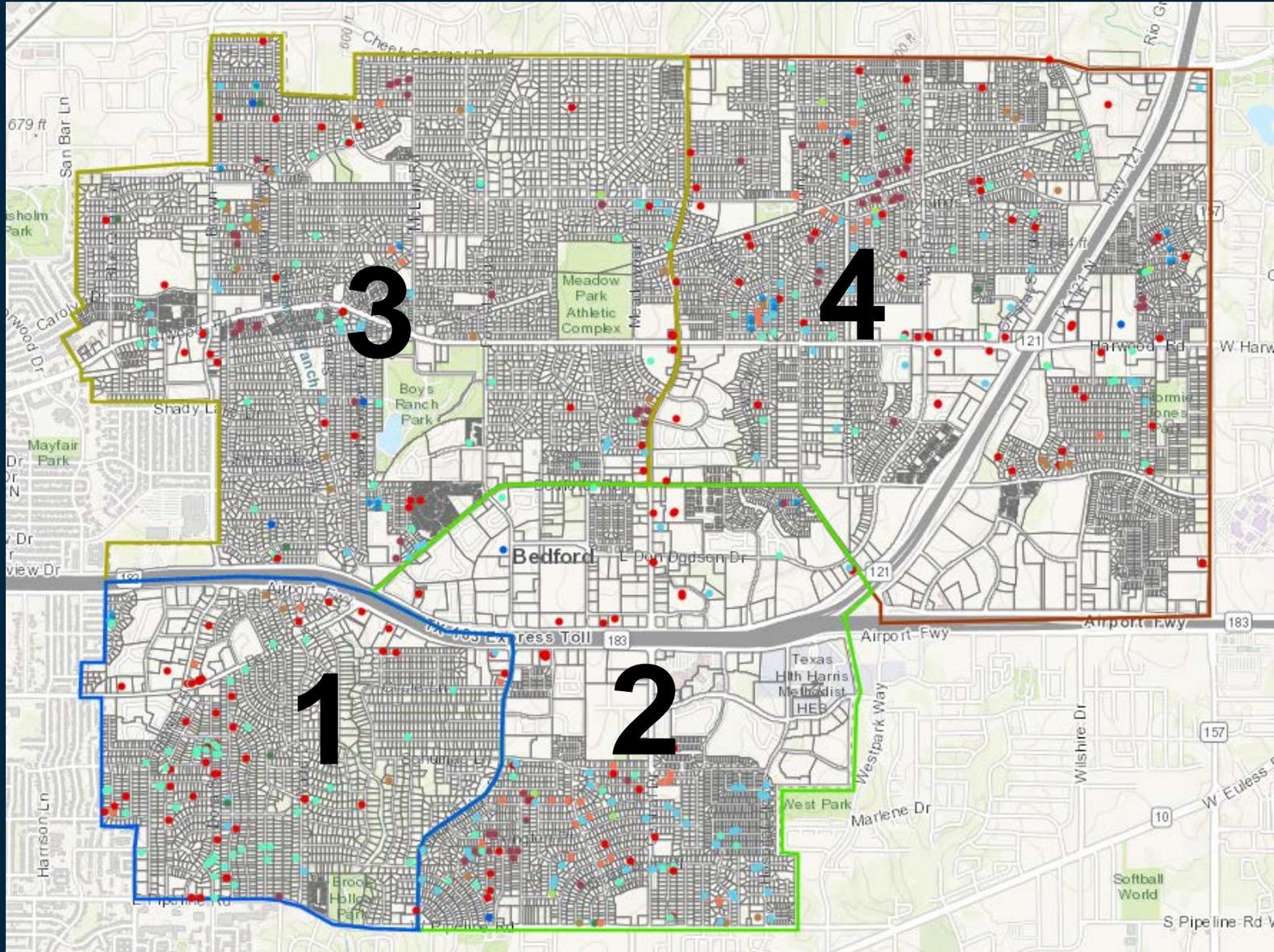
- **Community Liaison** Using NSD Officers to be Community Liaison and act as the go between
- **Engaging** with residents and business leaders to discover and explore their needs and wants
- **Discretion** by allowing NSD Officers to work with residents to find viable and sustainable solutions
- **Passion of Public Service;** always promoting the City's interest while responding and caring to the Community's needs.



# Data Driven Approach

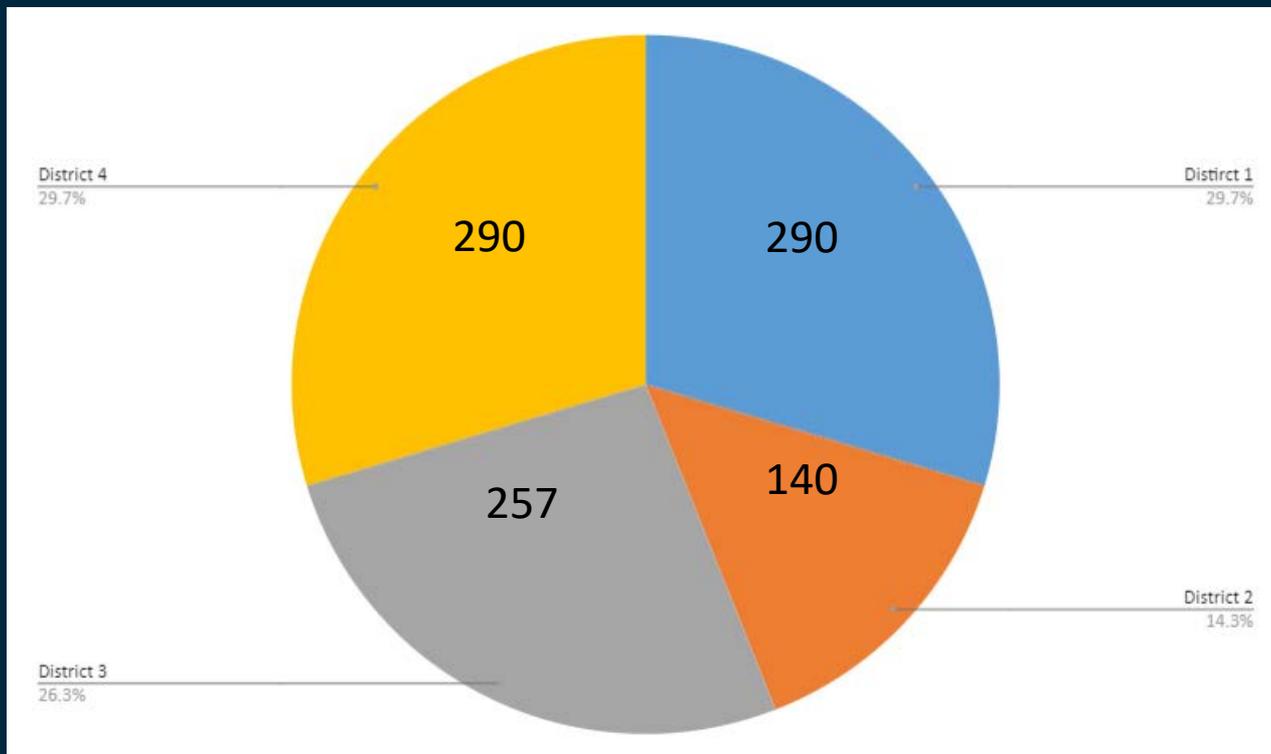
- Focus on Outcomes
  - NOT Outputs
- Assess Informational Data
  - NOT Statistics
- Analyze Data
  - NOT Reporting

# Code Districts



# Data Driven Approach

## Cases by District



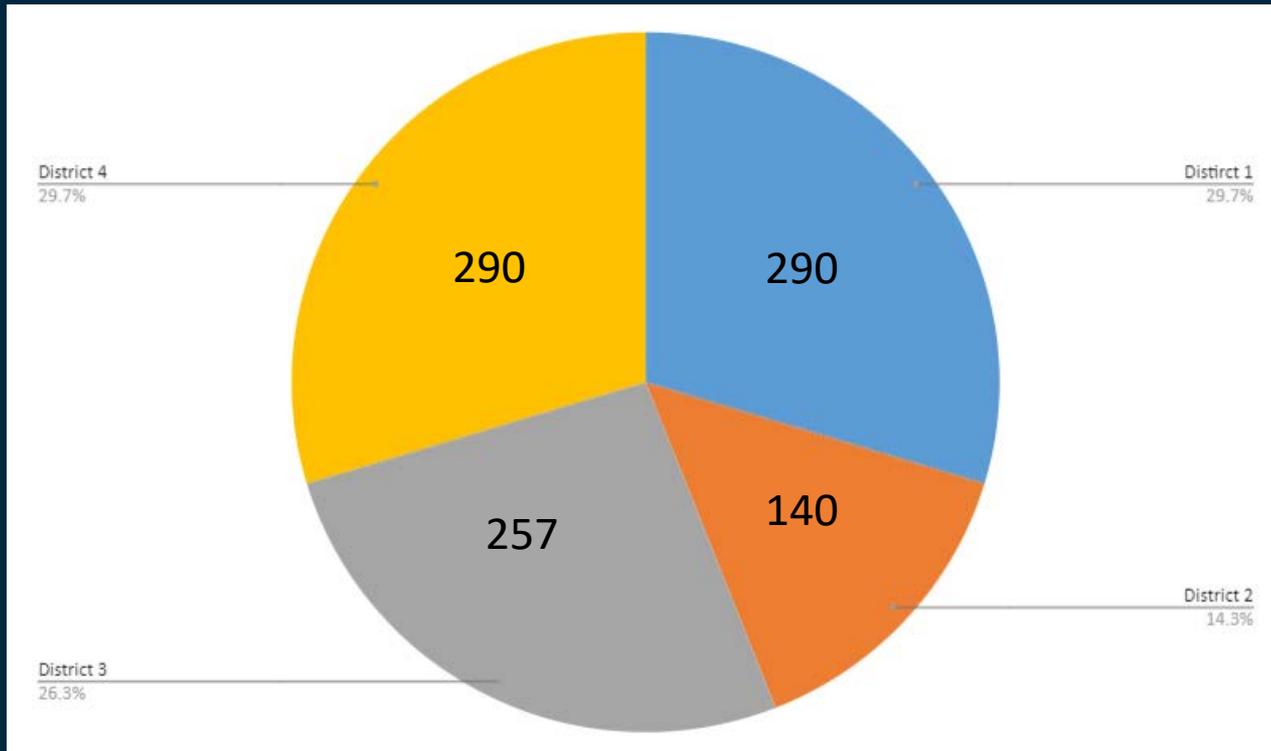
**Total = 977**

**Q2 Goal = 1500**

**Diff = 523  
(35%)**

# Data Driven Approach

## Cases by District



**Total = 977**

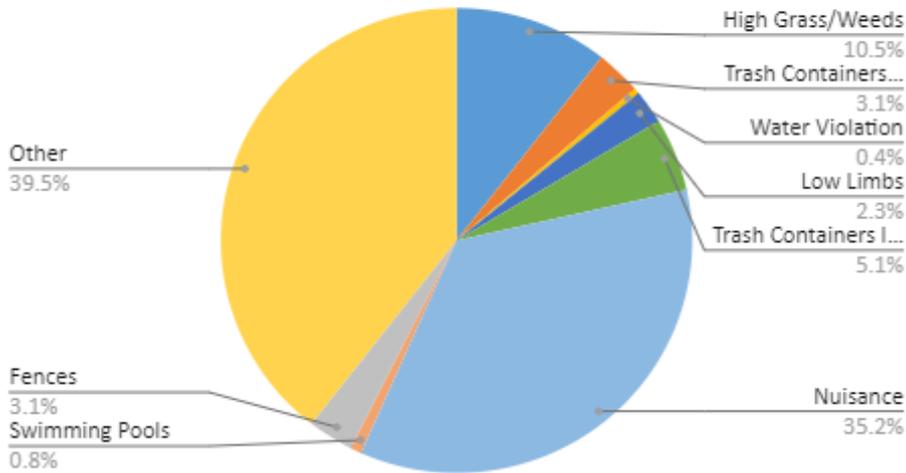
**Mean = 244.25**

**St. Dev. = 71.22**

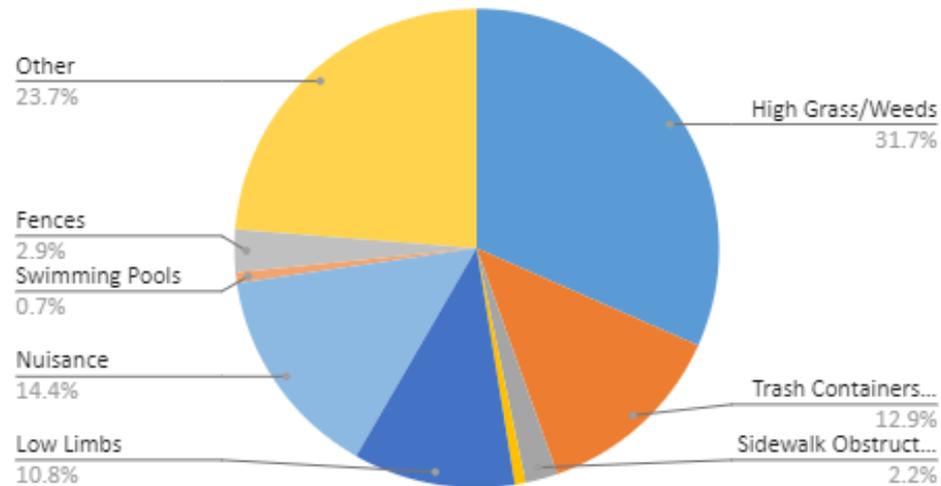
# Data Driven Approach

## Violations by District

District 1



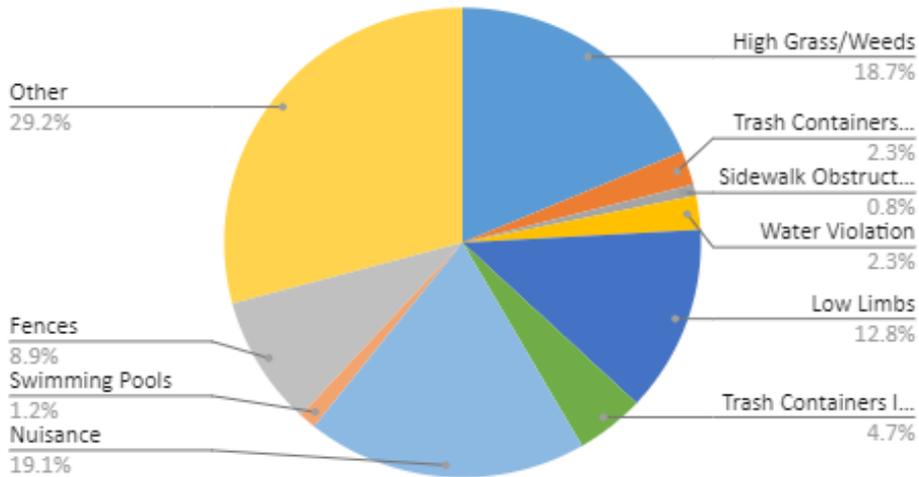
District 2



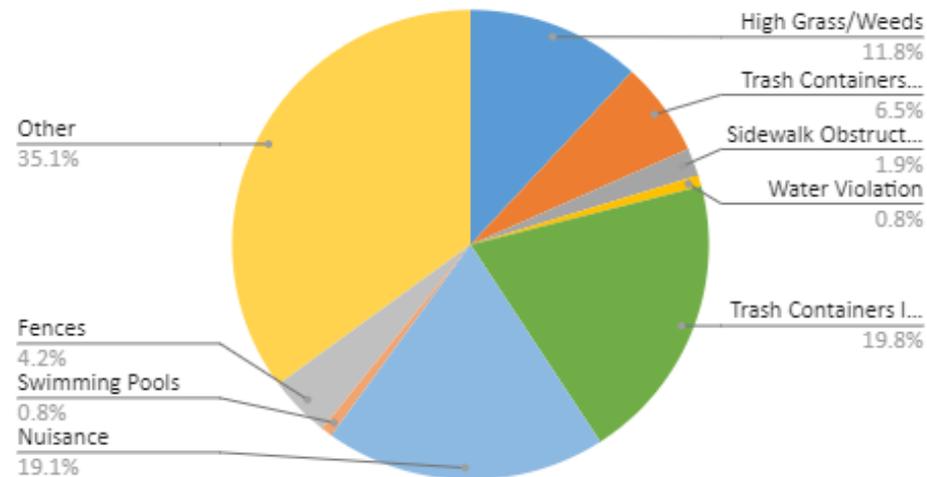
# Data Driven Approach

## Violations by District

District 3



District 4



# Data Driven Approach

## Compliance by Code District

Number of Parcels		% in Compliance
D1 Total	2108	96.11%
D1 Residential	1994	98.65%
D1 Commercial	114	-
D2 Total	2304	98.83%
D2 Residential	2143	98.74%
D2 Commercial	161	-
D3 Total	5855	99.49%
D3 Residential	5748	98.74%
D3 Commercial	107	-
D4 Total	4788	99.21%
D4 Residential	4574	99.17%
D4 Commercial	214	-

# Data Driven Approach

## Comparing Code Compliance by Cities

Cities	Violations per 1,000 Residents
Bedford	19.60
Hurst	32.64
Eules	28.55
North Richland Hills	21.64
Colleyville	17.01
Southlake	10.34
Haltom City	36.59
Richland Hills	19.92

# Looking To The Future

## GOALS

- Specific
- Measurable
- Achievable
- Relevant
- Time-Bound

# Looking To The Future

## GOALS

- BURP
  - Bedford Urban Revitalization Program
- BHB
  - Bedford Helping Bedford
- Community Service Program
- Block Parties
- Bedford Neighborhood Coalition

# Final Thought

**"The greatness of a community is most accurately measured by the compassionate actions of its members." – Coretta Scott King.**



# Council Agenda Background

**PRESENTER:** Michael Boyter, Mayor

**DATE:** 03/10/20

**Work Session**

**ITEM:**

**Council discussion regarding the City's plans, including, but not limited to, the Comprehensive Land Use Plan**

**City Attorney Review: N/A**

**DISCUSSION:**

**This item is to get Council input regarding the City's various plans, including but not limited to, the Comprehensive Land Use Plan. Staff is seeking direction from Council on the prioritization for updating these plans**

**ATTACHMENTS:**

**N/A**



# Council Agenda Background

**PRESENTER:** Michael Wells, City Secretary

**DATE:** 03/10/20

**Minutes**

**ITEM:**

Consider approval of the following City Council minutes:

- a) February 18, 2020 work session
- b) February 25, 2020 regular meeting

**DISCUSSION:**

N/A

**ATTACHMENTS:**

February 18, 2020 work session  
February 25, 2020 regular meeting

## Council Minutes February 18, 2020

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 6:00 p.m. at the former library building, 1805 L. Don Dodson, on the 18th day of February, 2020 with the following members present:

Michael Boyter	Mayor
Tom Burnett	Council Members
Dan Cogan	
Ruth Culver	
Rusty Sartor	

constituting a quorum.

Councilmember Fisher arrived at 6:04 p.m. Councilmember Sabol was absent from the meeting.

Staff present included:

Cliff Blackwell	Interim City Manager
Michael Wells	City Secretary
Jeff Florey	Communications Coordinator
Mike Radoyevich	Athletics and Aquatics Coordinator
Bill Syblon	Development Director
Cissy Sylo	Capital Projects Director
Brian TenEyck	Recreation Manager

### **CALL MEETING TO ORDER/GENERAL COMMENTS**

Mayor Boyter called the Work Session to order at 6:01 p.m.

### **WORK SESSION**

#### **1. Presentation of economic development concepts, practices and strategies.**

Mayor Boyter stated it is an opportune time for Council to hear a new perspective regarding economic development, including what other communities are doing and different ways to approach the subject. He thanked Councilmember Culver for introducing David Pettit with David Pettit Economic Development, who he stated has a vast range of experience regarding economic development. He stated the goals of the Work Session are to get a different perspective on economic development, to have a broader conversation about where Bedford currently is and where it needs to go, to help the Council take steps to be more on the same page, for Council to agree on the logical next steps, and to look at the vision for the entirety of the City as well as specific projects, including Bedford Commons.

Mr. Pettit stated economic development needs to be tailored to the community's vision. He presented a background of his company, as well as projects on which they have been involved. He stated the company assists public entities and developers to facilitate new development and

## Council Minutes February 18, 2020

redevelopment through Public-Private Partnerships (P3), which are contractual agreements between the public and private sector. He presented an overview of various public entities and private developers with which they have worked. He stated a successful P3 requires political leadership, public sector involvement, a well-thought-out plan, a dedicated income stream, communication with stakeholders, and selecting the right partner.

Mr. Pettit presented an overview of different economic tools, including Chapter 380 tax grants, tax abatements, Tax Increment Financing (TIF), and Public Improvement Districts (PID). He presented information on City initiatives and regulating documents related to the Bedford Commons project and stated the regulating blocks are available and selecting the right development partner and facilitating the right project are key. He further stated by selecting the right development partner, the City can direct the desired components of the project while still providing the private sector some flexibility in financing vertical development. Any new development plan will require a new site plan as the desired development moves forward. He explained the physical opportunities, market potential and community aspirations equal the community's vision. He discussed the advantages of the amount of contiguous City-owned land available for an infill development.

Mr. Pettit presented an overview of state laws as they relate to the transfer of public property and stated the Local Government Code requires a city to advertise and usually accept the highest bid. There is an exception if the property fits in certain categories, including being in a reinvestment zone, such as a TIF, allowing for direct sale of the property.

Natalie Moore with David Pettit Economic Development presented an overview of TIF and Tax Increment Reinvestment Zones (TIRZ) and stated they would be the best tools to move forward with Bedford Commons. A TIRZ would allow the City, alone or in partnership with other taxing entities, to pay for improvements within the zone to attract new development and facilitate investment. She stated both ad valorem and sales taxes can be contributed to a TIRZ, which can pay for the cost of public works, public improvements, economic development programs, and other projects benefitting the zone. She stated taxing entities can choose their own level of participation and there are no limits on the length of term for a TIRZ. Further, the land in a TIRZ does not have to be contiguous.

Ms. Moore stated the two ways to create a new tax increment include new construction and investment, and/or annual appreciation of real property. She stated the reasons to create a TIRZ are when private development is imminent in a designated area; they are a great funding source and dedicated income stream without impacting a city's general fund revenues; they attract potential developers and investment that may not occur otherwise; and developers would be more comfortable approaching the city as they are familiar with the TIRZ mechanism.

Ms. Moore presented an overview of the creation of a TIRZ, including the creation ordinance, which establishes the boundary, term and board of directors, and a preliminary project and financing plan. The final project and financing plan would need to be approved by the board and then the Council. She stated any taxing unit can participate in a TIRZ but only a city can initiate one. The board of directors is appointed by the city and the other participants and she recommended councilmembers be on the board to streamline the process. She stated the board makes all project payments from the TIF fund and recommended projects be paid over time as the tax increment is collected. The boundaries of the TIRZ can be changed but only if the new boundaries meet the restrictions and it can be terminated.

Mr. Pettit recommended, along with a TIRZ, partnering with a design professional and cull through the current plans for Bedford Commons and come up with key components that work, and

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explained the final plan might deviate some from the intended plan. There was discussion on the benefits of a TIRZ and direct sale of property versus a request for proposal process; the next steps in the project; and the TIRZ creation process. There was further discussion on areas in Bedford where a TIRZ should be created; ad valorem tax increase percentages going to the TIF and to the General Fund; the potential for community pushback; the cost of Mr. Pettit's services; whether a development would happen with or without a TIF; state legislation targeting TIFs; creating a TIRZ in conjunction with an evaluation of Bedford Commons; value projections for Bedford Commons; Mr. Pettit's role in finding the right development partner; the give-and-take with developers; and the history of Bedford Commons. Council was of the consensus to begin working with Mr. Pettit on the next steps of the process.

### **2. Discussion of possible Zoning Ordinance amendments as they relate to the sale of packaged liquor in Bedford.**

Development Director Bill Syblon stated packaged liquor stores are regulated by the state, and the City cannot do much more to further regulate the use after it is approved by the voters. He presented a comparison of how neighboring cities regulate liquor stores, including only allowing them in certain zoning districts. He stated by state law, liquor stores are allowed in any commercially zoned area. Per the City's Zoning Ordinance, they require a specific use permit and have distance requirements. Mr. Syblon asked whether Council would like to keep the Zoning Ordinance as is, allowing liquor sales in light and heavy commercial zoning areas, or amending it by adding certain zoning districts. There was discussion on the market's effect on smaller operators; competition zones amongst the liquor operators; allowing the use only in the Master Highway Corridor Overlay District (MHC); potential issues with the location of Goody Goody; other potential locations for liquor stores; and the proliferation of small retailers selling beer and wine. Council was of the consensus to amend the Zoning Ordinance to allow packaged liquor sales only in the MHC.

### **3. Presentation and discussion of the potential schedules for the classes and programs held at the Senior Center and Boys Ranch Activity Center impacted by the Phase Next construction**

Interim City Manager Cliff Blackwell stated the objectives of this item are to give Council an understanding of the programming, to discuss whether it is feasible for these programs to be at the new multi-generational center, and temporary parking at the Old Bedford School (OBS) to accommodate the programming. Recreation Manager Brian TenEyck presented an update on recreation programming, including classes at the Boys Ranch Activity Center (BRAC) and the Senior Center, as well as the Senior Center monthly report. He stated staff is preparing for the move of classes to the OBS and determining what equipment from the BRAC and Senior Center is going to be moved, stored, auctioned off or donated. He discussed classes that are moving to the OBS and those that cannot be accommodated, including Jazzercise, the Bedford Flyers, pickle ball, Salsa and Tango classes, Funtime Live, and gym memberships. He stated staff has been in discussions with the YMCA to find ways to accommodate those affected classes as well as the gym memberships. Mr. TenEyck stated all senior classes will be moving to the OBS, except for the dance, and staff has looked at the option of holding them at the Library. He discussed the schedule for programming at the BRAC and Senior Center, and the proposed schedule of programming on the first floor of the OBS. There was discussion regarding the quilting and ceramic classes.

Mr. TenEyck discussed the move of classes from the OBS to the new multi-generational center. He stated classes will be evaluated and those that are doing well and can help with revenue and cost recovery will make the move. There was discussion regarding classes having limited

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windows of times at the OBS, the possibility of having classes on the second floor of the building, and the scheduling of classes being built on the assumption that ONSTAGE would have access to the second floor. There was discussion on the current Senior Center serving as a hangout; the possibility of losing BRAC and Senior Center members during the construction; bringing in new members and marketing the new multi-generational center; whether the new multi-generational center will meet the needs of the citizens; the size of the senior portion of the multi-generational center, including what was included in the marketing materials for the original bond for Phase Next; revisiting the pro forma and business model for the center; the membership fee for the Senior Center; seniors having access to the entire facility; the quilting and ceramics programming; revenue generation; and the possibility of permanently shifting some senior programming to the OBS. Council was in agreement that programming is still a work in progress. There was further discussion on the messaging to the seniors; bringing younger and older patrons together; the senior dance being held at the Library; and the size of the entire multi-generational center. There was further discussion regarding temporary parking at the OBS and Council was of the consensus for it to be the right hand corner of the back portion of the building.

### **ADJOURNMENT**

Mayor Boyter adjourned the Work Session at 9:07 p.m.

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Michael Boyter, Mayor

ATTEST:

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Michael Wells, City Secretary

## Council Minutes February 25, 2020

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 7:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 25th day of February, 2020 with the following members present:

Michael Boyter	Mayor
Tom Burnett	Councilmembers
Dan Cogan	
Ruth Culver	
Roger Fisher	
Amy Sabol	
Rusty Sartor	

constituting a quorum.

Staff present included:

Cliff Blackwell	Interim City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Sean Fay	Fire Chief
Natalie Foster	Public Information Officer
Meg Jakubik	Strategic Services Manager
Maria Joyner	Finance Director
Kenny Overstreet	Public Works Director
Cissy Sylo	Capital Projects Director

### **COUNCIL CHAMBER WORK SESSION**

Mayor Boyter called the Work Session to order at 5:31 p.m.

- **Presentation on the 6Stones Community Powered Revitalization Program.**

Teresa Grady with 6Stones presented information on the 2019 Community Powered Revitalization Fall Blitz, including the number of homes, occupants, volunteers and volunteer hours as well as groups that asked to be placed in Bedford, Bedford businesses that supported the Blitz, and businesses that provided in-kind help. She gave an overview of all the work done in Bedford as part of the Blitz. She presented information on the CPR Program in Bedford since 2009, including the number of homes, volunteer hours, in-kind donations, match money, administrative fees, retail value and return-on-investment. Jennifer Leney presented information on other 6Stones programs, including the New Hope Center, Operation Back to School, Night of Hope, and LIGA, as well as a new pilot program called MOMENTUM, which is a mentoring program in collaboration with Catholic Charities and various churches. She discussed issues related to the impending sale of the property where they are located. There was discussion regarding concerns about the City partnering with a religious organization; how people get in

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connection with 6Stones; the impact of 6Stones' programs on volunteers; the logistics behind CPR; Operation Back to School; the CPR Program's history; and the impact of 6Stones on the collaboration between neighboring cities.

- **Report on Fire Department activities for Fiscal Year 2018-2019.**

Fire Chief Sean Fay gave a report on Fire Department activities for Fiscal Year 2018 – 2019. He presented information on the Department's organizational structure, and stated changes include the Administrative Assistant position reporting to the Senior Administrative Assistant and the addition of three more staff members. He presented a breakdown of the Department's budget of \$8,097,067, with a majority of costs being for personnel, followed by supplies, maintenance, contractual services, utilities, and debts/transfers. Chief Fay reported the Department responded to 4,111 calls for fire service, a 2.56 percent increase over the previous year, with an average response time on Priority 1 calls of 4:24. The Department responded to 5,132 calls for Emergency Medical Service (EMS), a 5.3 percent increase over the previous year, with an average response time of 4:11. He discussed the impact of moving to a new ambulance billing service and record management system on the data for calls for service. There was discussion on statistics for mutual aid with other cities. Chief Fay stated there were 12,225 hours of training for Fire Department personnel. He reported on the statistics from the Fire Marshal's Office, including inspections and investigations. He discussed the Department's community involvement, including events, fire prevention safety talks, fire extinguisher demonstrations and the installation of smoke detectors. Notable achievements include promotions, the retirement of Kiki Box, new apparatus, including a new ambulance and rehab trailer, and the renewal of the Heart Safe Community certification.

In response to questions from Council, Chief Fay stated the Department has four open positions. There was discussion on the impact of the additional positions approved by Council and the hiring process. There was further discussion on the second set of personal protective equipment worn by firefighters. Chief Fay stated there was a slight increase in response time for fire calls, which is primarily due to the construction on Highway 121. There was discussion on the trend in increased EMS calls, which Chief Fay feels will continue, and the causes, including the number of medically based businesses in the City, aging demographics, and highway traffic. There was discussion on EMS 15 to assist with the increased number of calls for service, and other Department programs, including the Vial of Life pocket, the Knox Box program for residential properties, and the Ambulance Subscription Program. There was discussion on adding the Knox Box program to the Department's budget.

Mayor Boyter adjourned the Work Session at 6:37 p.m.

### **EXECUTIVE SESSION**

- a) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Block 1, Lot 1, Bedford School Addition.**
- b) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Abstract 1607 Tract 11e01 William Wallace Survey.**
- c) Pursuant to Section 551.087, receive an update on economic development negotiations related to Plaza Center Addition Lot AR 1A and Bedford Plaza Addition 1989 H Block A Lot 4B 1.**
- d) Pursuant to Section 551.074, personnel matters - City Manager search.**
- e) Pursuant to Section 551.074, personnel matters - Interim City Manager contract.**

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Council convened into Executive Session pursuant to Texas Government Code Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Block 1, Lot 1, Bedford School Addition; Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Abstract 1607 Tract 11e01 William Wallace Survey; Section 551.087, receive an update on economic development negotiations related to Plaza Center Addition Lot AR 1A and Bedford Plaza Addition 1989 H Block A Lot 4B 1; Section 551.074, personnel matters - City Manager search; and Section 551.074, personnel matters - Interim City Manager contract, at 6:42 p.m.

Council reconvened from Executive Session at 7:35 p.m. Council was unable to finish the Executive Session and will convene again at the end of the Regular Session.

### **REGULAR SESSION**

The Regular Session began at 7:40 p.m.

### **CALL TO ORDER/GENERAL COMMENTS**

Mayor Boyter called the meeting to order.

### **INVOCATION (Reverend Balaji Boyalla, St. Michaels Church)**

Reverend Balaji Boyalla of St. Michaels Church gave the invocation.

### **PLEDGE OF ALLEGIANCE**

The Pledges of Allegiance to the flags of the United States and Texas were given.

### **ANNOUNCEMENTS/UPCOMING EVENTS**

Public Information Officer Natalie Foster reported on upcoming events, including the Library Mardi Gras Gala on March 21, 2020 and a residential outreach meeting at the Movie Tavern on March 30, 2020. She reported the Library would be closed for a makeover from March 30 to April 3, 2020.

Mayor Boyter recognized a representative with Valentino's Pizza who brought pizza for everybody in attendance.

### **COUNCIL RECOGNITION**

#### **1. Employee Service Recognition**

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

Lee Shiflet, Fire Department - 20 years of service  
Jacquelyn Bedell, Library - 5 years of service

#### **2. Recognition of the City of Bedford's 23rd Consecutive Certificate of Achievement for Excellence in Financial Reporting.**

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Mayor Boyter presented the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada to Finance Director Maria Joyner, Assistant Finance Director Paula McPartlin, and Senior Accountant Crystal Segovia.

### **OPEN FORUM**

Cindy Ferguson, 1029 Black Street, Hurst, Texas – Ms. Ferguson signed up to speak on Item #5. She stated she is a cat advocate who supports trap-neuter-return, and cities that have adopted the program have seen the euthanasia and intake rates for cats decrease. She serves as a volunteer at the Richland Hills animal shelter and stated they have so few cats since implementing the program they now take them from other cities. She stated studies show that trap and remove/kill does not work, as other cats will move into the area where cats are removed. She stated the program would save the City money and cats do not need to be killed just because they live outside.

### **CONSIDER APPROVAL OF ITEMS BY CONSENT**

Interim City Manager Cliff Blackwell presented an overview of items on the consent agenda.

Motioned by Councilmember Culver, seconded by Councilmember Burnett, to approve the following items by consent: 3 and 4.

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

- 3. Consider approval of the following City Council minutes:**
  - a) February 4, 2020 work session**
  - b) February 11, 2020 regular meeting**

This item was approved by consent.

- 4. Consider an order cancelling the May 2, 2020 general election and declaring unopposed candidates for City Council Place 4 and Place 6 be elected to the office in accordance with provisions of Subchapter C of Chapter 2, Texas Election Code.**

This item was approved by consent.

- 5. The following individual has requested to speak to the Council tonight under Persons to be Heard:**
  - a) Minnie V. Wesbee, 1503 Tennis Drive Apt 208, Bedford, TX 76022 - Requested to speak to Council regarding: City not picking up stray cats, little being done about vehicles not inspected driving around, and why no development like Euless.**

Minnie V. Wesbee, 1503 Tennis Drive Apt 208, Bedford – Ms. Wesbee discussed stray cats running around the City, including an aggressive one in the area where she lives. She stated when she called Animal Control, she was told they pick up dogs but not cats. Ms. Wesbee stated she called the Police Department on a person in her apartment complex with an expired inspection sticker and was told there was nothing they can do because it was on private property; however, she stated the person is driving on the streets. She felt action should be taken on this issue. Ms. Wesbee asked why Bedford does not have development like what is happening in the City of Euless.

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In response, Mayor Boyter stated Council has taken actions recently to focus on economic development and there will soon be initiatives by staff and Council related to economic development.

### **NEW BUSINESS**

- 6. Consider a resolution accepting the report from the independent auditor and the audited financial statements for the fiscal year ending September 30, 2019 and providing an effective date.**

Finance Director Maria Joyner stated this item is for the acceptance of the annual finance report for the fiscal year ending September 30, 2019, and that the audit report was presented by the auditing firm of Weaver and Tidwell, L.L.P. to the City's Audit Committee on January 30, 2020. Jennifer Ripka with Weaver and Tidwell presented an overview of the Comprehensive Annual Financial Report (CAFR) and the independent auditor's report. She stated Weaver issued an unmodified, or clean, opinion, which is the highest level of assurance that can be placed on financial statements. She stated Weaver takes a risk-based approach to the audit and reviews areas that are material and significant. In response to questions from Council, Ms. Ripka presented an overview of the City's pension through the Texas Municipal Retirement System (TMRS). She stated the City is funded at 64 percent of the total liability, which is lower than surrounding cities primarily due to the amount of time the City has been in TMRS. There was discussion on debt capacity, debt ratios and fund balance. Ms. Ripka stated she does not see anything alarming in the debt ratios as shown in the report and the percentage of the following year's budgeted expenditures is at a good percentage of the unassigned General Fund balance. She discussed a new standard that was implemented regarding capitalized interest.

Motioned by Councilmember Sabol, seconded by Councilmember Culver, to approve a resolution accepting the report from the independent auditor and the audited financial statements for the fiscal year ending September 30, 2019 and providing an effective date.

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

- 7. Consider a resolution authorizing the Interim City Manager to purchase Hot Mix Asphalt Concrete (HMAC), in an amount not to exceed \$650,500, from Reynolds Asphalt & Construction Company, through the Tarrant County Master Interlocal Cooperative Purchasing Agreement.**

Public Works Director Kenny Overstreet presented information regarding this item, which is to purchase hot mix asphalt concrete from Reynolds Asphalt & Construction Company for in-house street repairs as well as the overlay of Forest Ridge and Brown Trail approved by Council the previous month. This item is in the Street Improvement Economic Development Corporation (SIEDC) budget.

Motioned by Councilmember Fisher, seconded by Councilmember Burnett, to approve a resolution authorizing the Interim City Manager to purchase Hot Mix Asphalt Concrete (HMAC), in an amount not to exceed \$650,500, from Reynolds Asphalt & Construction Company, through the Tarrant County Master Interlocal Cooperative Purchasing Agreement.

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

## Council Minutes February 25, 2020

- 8. Consider a resolution authorizing the Interim City Manager to enter into a contract with Don Smith Concrete, LLC, in the amount of \$391,252.50, for the 2020 Concrete Sidewalk, Accessibility Ramps, Concrete Street Panels, Driveway and Curb and Gutter Reconstruction at Various Locations Project.**

Mr. Overstreet presented information regarding this item. He stated the City started contracting out various concrete repairs through the SIEDC four years ago. Several bids were received for this project, with Don Smith Concrete being the lowest. The company's references were checked, and they received positive reviews, with their projects being on time and at or under budget.

Motioned by Councilmember Culver, seconded by Councilmember Cogan, to approve a resolution authorizing the Interim City Manager to enter into a contract with Don Smith Concrete, LLC, in the amount of \$391,252.50, for the 2020 Concrete Sidewalk, Accessibility Ramps, Concrete Street Panels, Driveway and Curb and Gutter Reconstruction at Various Locations Project.

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

- 9. Consider a resolution authorizing the Interim City Manager to enter into a contract with Reynolds Asphalt & Construction Company, in the amount of \$1,091,420, for the 2020 Street Mill and Overlay at Various Locations Project.**

Mr. Overstreet presented information regarding this item, which is to perform 74,200 square yards of street milling and overlay at various locations throughout the City. The streets included in the project are part of year two of the Fugro pavement assessment study. Numerous bids were received on this project, with the low bid from Reynolds Asphalt coming in \$308,000 under the budgeted amount. He stated the remainder could be used on other projects, and that Reynolds has done work in the City previously and has good references.

Motioned by Councilmember Sartor, seconded by Councilmember Culver, to approve a resolution authorizing the Interim City Manager to enter into a contract with Reynolds Asphalt & Construction Company, in the amount of \$1,091,420, for the 2020 Street Mill and Overlay at Various Locations Project.

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

- 10. Consider a resolution recommending award of a construction contract for the Community Development Block Grant (CDBG), Project No. B-19-UC-48-0001-12-5, to McClendon Construction Company, Inc. for the Bedford Court East Paving Improvements (Brown Trail to Hurst City Limits) in the amount of \$489,349, of which the City of Bedford's obligation is \$323,519.**

Mr. Overstreet presented information regarding this item. He stated the City Council held a public hearing in January 2019 to approve a resolution pursuing grant funding from the Tarrant County 45th Year Community Development Block Grant (CDBG) 45th Year. The City received funding and chose Schrickel, Rollins and Associates for the design work. Tarrant County bid the project and the lowest bid came in at \$489,349. The CDBG allowed the City \$165,830 and the budgeted amount in the SIEDC is \$295,950. The outstanding portion will come from the remainder of the 2013 General Obligation Bond.

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Motioned by Councilmember Sabol, seconded by Councilmember Cogan, to approve a resolution recommending award of a construction contract for the Community Development Block Grant (CDBG), Project No. B-19-UC-48-0001-12-5, to McClendon Construction Company, Inc. for the Bedford Court East Paving Improvements (Brown Trail to Hurst City Limits) in the amount of \$489,349, of which the City of Bedford's obligation is \$323,519.

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

### **11. Consider a resolution authorizing the Interim City Manager to expend funds and enter into the first amendment to the interlocal agreement with Tarrant County, approved on January 28, 2020, for street improvements to include Harwood Road from Oak Valley Drive to 500 feet west.**

Mr. Overstreet presented information regarding this item. He stated Tarrant County completed an asphalt overlay on Harwood Road between Forest Ridge Drive and Central Drive in the spring of 2018. There was a water main break in October of that year, which blew out a section of the roadway. The City made repairs to the main and the asphalt; however, the roadway began to ripple afterwards. Tarrant County agreed to redo that portion of Harwood Road after they complete the mill and overlay projects in the interlocal agreement approved by Council at their meeting on January 28, 2020.

Motioned by Councilmember Burnett, seconded by Councilmember Sabol, to approve a resolution authorizing the Interim City Manager to expend funds and enter into the first amendment to the interlocal agreement with Tarrant County, approved on January 28, 2020, for street improvements to include Harwood Road from Oak Valley Drive to 500 feet west.

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

### **12. Consider a resolution authorizing the Interim City Manager to enter into an interlocal agreement with Tarrant County for reimbursement, up to \$100,000, of the City of Bedford's costs for the roadway improvements on Cheek-Sparger Road at Woodpark Lane/Heritage Avenue.**

Mr. Overstreet presented information regarding this item. He stated the City entered into an interlocal agreement with the cities of Euless and Colleyville, as well as Tarrant County, for the design and construction of a traffic signal at Woodpark Lane/Heritage Avenue and Cheek-Sparger Road, as well as widening of the roadway. The bids for the roadway improvements, the cost of which Bedford would be responsible, came in at \$259,178, which is above the engineer's estimated cost of \$142,000. He stated Mayor Boyter received a letter from Tarrant County Precinct 3 Commissioner Gary Fickes offering to match funds up to \$100,000 to help cover the additional expense.

Motioned by Councilmember Cogan, seconded by Councilmember Sabol, to approve a resolution authorizing the Interim City Manager to enter into an interlocal agreement with Tarrant County for reimbursement, up to \$100,000, of the City of Bedford's costs for the roadway improvements on Cheek-Sparger Road at Woodpark Lane/Heritage Avenue.

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

### **13. Mayor/Council Member Reports** **a) Report on Phase Next branding**

## Council Minutes February 25, 2020

### **b) Report on arts and entertainment facility at the Old Bedford School**

Mayor Boyter reported the Council conducted more special meetings and work sessions to address matters in the City, including Phase Next. He stated members of Council broke off into individual groups, with Phase Next branding represented by Councilmembers Sabol, Fisher and Culver, and the arts and entertainment facility represented by himself and Councilmembers Sabol and Culver, in order to have productive discussions with staff and the contractors working on these projects.

### **14. Report on most recent meeting of the following Boards and Commissions:**

#### ✓ **Animal Shelter Advisory Board**

No report was given.

#### ✓ **Beautification Commission**

No report was given.

#### ✓ **Community Affairs Commission**

Mayor Boyter reported on the Business Owners Town Hall meeting hosted by the Commission held the previous evening. He stated it was a dialogue where businesses spoke about their interactions with the City and opportunities to partner were discussed to help the City and businesses be more successful. He stated the Commission will update the Council on the event at the meeting on March 10, 2020 and constructive ideas whereby the City can be more engaged in supporting local businesses would be worked on.

#### ✓ **Cultural Commission**

No report was given.

#### ✓ **Economic Development Foundation**

No report was given.

#### ✓ **Library Advisory Board**

Councilmember Cogan reported there are two openings on the Board, and they will be recruiting for new members. He discussed the closing of the Library from March 30 to April 3, 2020 for improvements. He reported on the upcoming Mardi Gras Gala event scheduled for March 21, 2020.

#### ✓ **Parks and Recreation Board**

No report was given.

#### ✓ **Teen Court Advisory Board**

No report was given.

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### ✓ Senior Center Representative

Councilmember Cogan thanked the Council for the recent discussion on recreation and Senior Center programming during the Phase Next construction. He stated he and Councilmember Burnett will report to the seniors on what was decided regarding Senior Center programming.

### 15. City Manager/Staff Reports

Interim City Manager Cliff Blackwell congratulated Josh Kiss in the Fire Department for his promotion to Medical Operations Officer, Bobby LaPenna and Mike Hager in the Police Department for their promotion to Captain, and the Finance Department on their CAFR award.

### **EXECUTIVE SESSION**

- a) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Block 1, Lot 1, Bedford School Addition.
- b) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Abstract 1607 Tract 11e01 William Wallace Survey.
- c) Pursuant to Section 551.087, receive an update on economic development negotiations related to Plaza Center Addition Lot AR 1A and Bedford Plaza Addition 1989 H Block A Lot 4B 1.
- d) Pursuant to Section 551.074, personnel matters - City Manager search.
- e) Pursuant to Section 551.074, personnel matters - Interim City Manager contract.

Council convened into Executive Session pursuant to Texas Government Code Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Block 1, Lot 1, Bedford School Addition; Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Abstract 1607 Tract 11e01 William Wallace Survey; Section 551.087, receive an update on economic development negotiations related to Plaza Center Addition Lot AR 1A and Bedford Plaza Addition 1989 H Block A Lot 4B 1; Section 551.074, personnel matters - City Manager search; and Section 551.074, personnel matters - Interim City Manager contract, at 8:41 p.m.

Council reconvened from Executive Session at 8:58 p.m. Any necessary action to be taken as a result of the Executive Session will be during the Regular Session.

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

Motioned Mayor Boyter, seconded by Councilmember Burnett, to approve a contract with the Interim City Manager.

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

### **ADJOURNMENT**

Mayor Boyter adjourned the meeting at 9:00 p.m.

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Michael Boyter, Mayor

**Council Minutes February 25, 2020**

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

**PRESENTER:** Wendy Hartnett, Special Events Manager

**DATE:** 03/10/20

**Council Mission Area:** Support and develop arts and culture in Bedford.

**ITEM:**

Consider a resolution authorizing the sale and consumption of alcoholic beverages at the Boys Ranch Park during the Twilight Concert Series (May 8, May 15, May 22, and May 29).

**City Attorney Review:** N/A

**SUMMARY:**

This item is to approve the sale and consumption of alcohol at the Twilight Concerts.

**DISCUSSION:**

Chapter 86 “Parks and Recreation” of the Bedford Code of Ordinances specifically states:

*No person shall sell or consume alcoholic beverages in any park.*

*The following facilities can sell or consume alcohol within those buildings with permission from the City Manager:*

- (1) *Trinity Arts Guild building,*
- (2) *Bedford Onstage building,*
- (3) *Senior Activity Center building, and*
- (4) *Boys Ranch Activity Center building.*

*With approval from the City Council, alcohol may be sold or consumed during approved special events at any park.*

The 2018-2019 Twilight Concert Series featured wine and craft beer tastings and ran with no incidents. The concerts had a 100% execution rate due to the flexibility of the mobile stage and the ability to move the stage based on weather conditions. The 2020 Twilight Concert Series will include four concerts on May 8, May 15, May 22, and May 29. This year’s line-up is listed below.

2020 Line-up (7:00pm - 8:30pm)		
Date	Band	Food Truck
8-May	K3 Sisters Band	Oh Balls!
15-May	Bobby Flores	Chick Fil A
22-May	Rockmollys	Gorilla Hut
29-May	Aaron Stephens	In and Out *FREE*

Concert patrons will enjoy great music, delicious fare from the food trucks, and beautiful spring temperatures. The current plan includes the following:

- The concerts would take place at the Boys Ranch Park;
- Continued utilization of the new mobile stage;

- The Twilight Concerts will continue Friday nights in May, adjusting the number of concerts to four, due to HEB Reads being held on May 2.

The goal of these outdoor concerts is to cultivate and promote a stronger community identity by bringing residents together.

If this resolution is approved, the Twilight Concerts will be promoted as a “Date Night in Bedford” featuring free wine and craft beer tastings from a local winery and brewery. A Texas Alcoholic Beverage Commission (TABC) permit will not be required if beer/wine is not sold. If either vendor wants to sell onsite, a permit would be required. These permits are usually cost prohibitive for the vendor for a small event. All necessary TABC requirements will be fulfilled by the vendor, the person serving the beer/wine will be required to be TABC certified and an officer would be onsite, if required, per their respective civic event permits.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the sale and consumption of alcoholic beverages at the Boys Ranch Park during the Twilight Concert Series (May 8, May 15, May 22, and May 29).

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2020-**

**A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE BOYS RANCH PARK DURING THE TWILIGHT CONCERT SERIES (MAY 8, MAY 15, MAY 22, AND MAY 29).**

**WHEREAS, the City Council of Bedford, Texas wishes to expand and support arts and culture; and,**

**WHEREAS, the City Council of Bedford, Texas wishes to authorize the sale and consumption of alcoholic beverages for patrons at the outdoor concerts.**

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

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

**SECTION 2. That the City Council does hereby authorize the sale and consumption of alcoholic beverages at the Twilight Concert Series (May 8, May 15, May 22, and May 29).**

**SECTION 3. That this resolution shall take effect from and after the date of passage.**

**PRESENTED AND PASSED this 10th day of March 2020, by a vote of \_\_ ayes, \_\_ nays and \_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

---

**Michael Boyter, Mayor**

**ATTEST:**

---

**Michael Wells, City Secretary**



# Council Agenda Background

**PRESENTER:** Jayashree Narayana, Livable Plans  
William Syblon, Development Director

**DATE:** 03/10/20

**Council Mission Area:** Foster economic growth.

## **ITEM:**

Public hearing and consider an ordinance to rezone Lots 2 and 3, Block 2, Grubbs Enterprises Addition from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/New and Used Cars and Truck Sales and Service (H/SUP), specific to Section 3.2.C(8)d of the City of Bedford Zoning Ordinance, allowing for the operation of motor vehicle sales and rental service. The property is located in the Master Highway Corridor (MHC) Overlay District specific to Section 4.18 of the City of Bedford Zoning Ordinance. The property is generally located south of Airport Freeway and west of Brown Trail. (PZ-SUP-2020-50007)

**City Attorney Review:** N/A

## **SUMMARY:**

This item is to request a specific use permit (SUP) to allow Uptown Pre-Owned Super Center to occupy one of the vacant buildings on the Grubbs dealership site to operate a New/Used Car and Truck Sales and Service use. The Planning and Zoning Commission recommended approval of this application at their February 13, 2020 meeting.

## **BACKGROUND:**

The subject property is located along the westbound frontage road of Airport Freeway, just west of Brown Trail. The property is currently zoned Heavy Commercial (H) and is located within the Master Highway Corridor (MHC) Overlay District. The existing car dealership has a SUP and associated site plan approved in 2005. Grubbs has changed their operations on the site and one of the existing buildings is vacant. Given the existing land uses on the site and adjoining sites are consistent with the car and truck sales, they request the approval of a new SUP to continue to utilize this existing building and associated parking lot for the new tenant, Uptown Pre-Owned Super Center, to operate a New/Used Car and Truck Sales and Rental Service.

The Planning and Zoning Commission recommended approval of this application at their February 13, 2020 meeting by a vote of 7-0-0.

## **RECOMMENDATION:**

Staff recommends the following motion:

Approval of an ordinance to rezone Lots 2 and 3, Block 2, Grubbs Enterprises Addition from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/New and Used Cars and Truck Sales and Service (H/SUP), specific to Section 3.2.C(8)d of the City of Bedford Zoning Ordinance, allowing for the operation of motor vehicle sales and rental service. The property is located in the Master Highway Corridor (MHC) Overlay District specific to Section 4.18 of the City of Bedford Zoning Ordinance. The property is generally located south of Airport Freeway and west of Brown Trail. (PZ-SUP-2020-50007)

**FISCAL IMPACT:**

**N/A**

**ATTACHMENTS:**

**Ordinance  
Site Plan  
Aerial  
Planning and Zoning Minutes**

ORDINANCE NO. 2020-

AN ORDINANCE TO REZONE LOTS 2 AND 3, BLOCK 2, GRUBBS ENTERPRISES ADDITION FROM HEAVY COMMERCIAL (H) TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/NEW AND USED CARS AND TRUCK SALES AND SERVICE (H/SUP), SPECIFIC TO SECTION 3.2.C(8)D OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR THE OPERATION OF MOTOR VEHICLE SALES AND RENTAL SERVICE. THE PROPERTY IS LOCATED IN THE MASTER HIGHWAY CORRIDOR (MHC) OVERLAY DISTRICT SPECIFIC TO SECTION 4.18 OF THE CITY OF BEDFORD ZONING ORDINANCE. THE PROPERTY IS GENERALLY LOCATED SOUTH OF AIRPORT FREEWAY AND WEST OF BROWN TRAIL. (PZ-SUP-2020-50007)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas that the Zoning Ordinance be rezoned for the property known as Lots 2 and 3, Block 2, Grubbs Enterprises Addition, 310A Airport Freeway, Bedford, Texas from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/New & Used Cars and Truck Sales/Service (H/SUP), and in the Master Highway Corridor (MHC) Overlay District, specific to Sections 3.2.C(8)d and 4.18 of the City of Bedford Zoning Ordinance, allowing for Uptown Pre-Owned Super Center to operate a New/Used Cars and Truck Sales. The property is generally located north of Airport Freeway and west of Reliance Parkway (PZ-SUP-2020-50007)

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

- SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.
- SECTION 2. That Section 2 of the Zoning Ordinance be amended, and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:
- Lots 2 and 3, Block 2, Grubbs Enterprises Addition, shall be shown as approved by this ordinance.
- SECTION 3. That the Site Plan attached hereto as Exhibit "A," is approved as a component of this ordinance approval. Any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.
- SECTION 4. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.
- SECTION 5. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity 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 unconstitutional phrase, clause, sentence, paragraph or section.
- SECTION 6. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.
- SECTION 7. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

**ORDINANCE NO. 2020-**

**PRESENTED AND PASSED** this 10th day of March 2020, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
**Michael Boyter, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

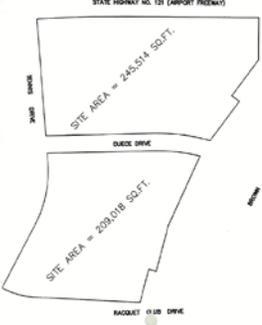
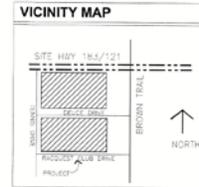
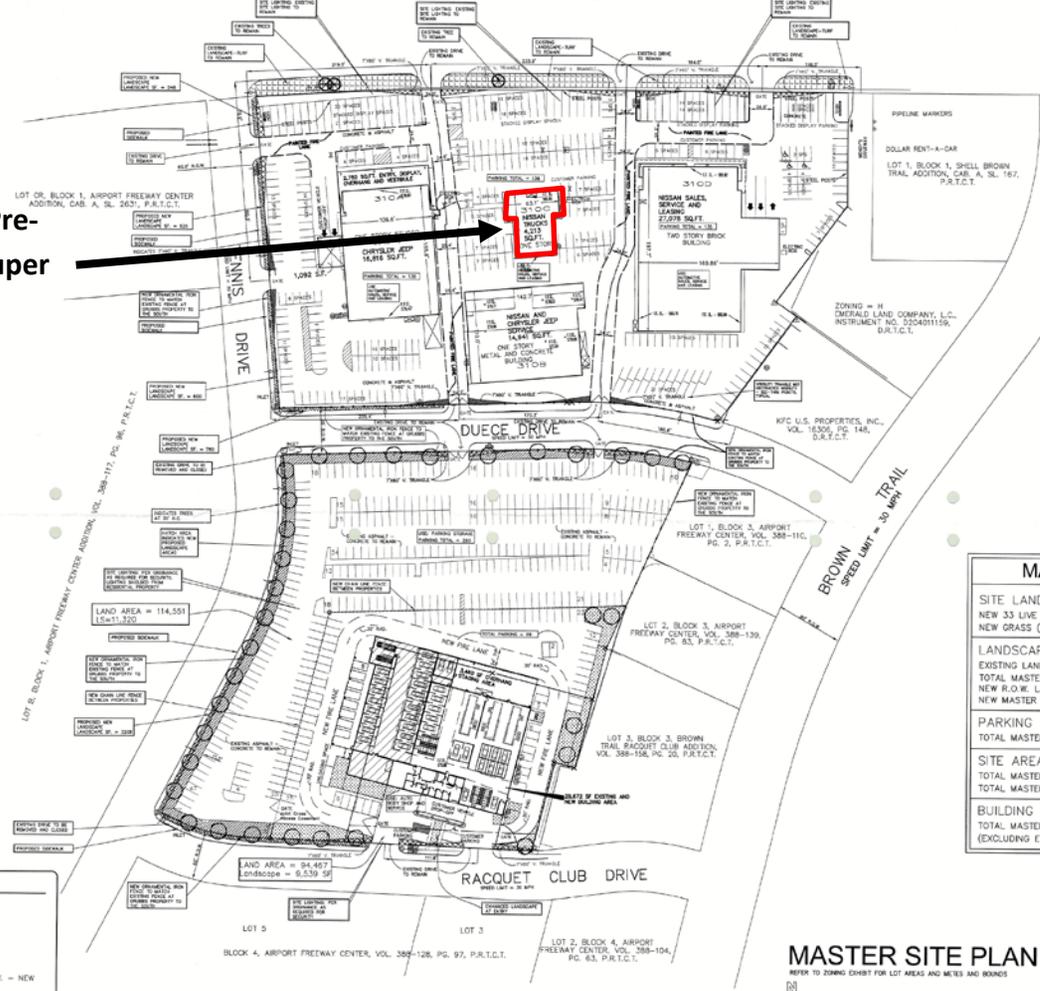
\_\_\_\_\_  
**Stan Lowry, City Attorney**

**UTILITY LEGEND**

Sanitary Sewer	4" - 12" DIA.
Storm Sewer	18" - 36" DIA.
Water Valve	6" - 12" DIA.
Water Meter	1/2" - 1" DIA.
Fire Hydrant	4" - 6" DIA.
Utility Pole	4" - 6" DIA.
Electric Transformer	4" - 6" DIA.
Electric Manhole	4" - 6" DIA.
Electric Service	4" - 6" DIA.
Telephone Meter	4" - 6" DIA.
Light Pole	4" - 6" DIA.
Gas Service Meter	4" - 6" DIA.
Light Fixture	4" - 6" DIA.
Remediated Concrete Pipe	4" - 6" DIA.
Corroded Metal Pipe	4" - 6" DIA.
Sanitary Sewer Cleanout	4" - 6" DIA.
Fiber Optic Cable Manhole	4" - 6" DIA.
Grate Manhole	4" - 6" DIA.
Traffic Signal Control Box	4" - 6" DIA.
Drainage Catch Basin	4" - 6" DIA.
Irrigation Control Valve	4" - 6" DIA.

**Uptown Pre-  
Owned Super  
Center**

STATE HIGHWAY NO. 121 (AIRPORT FREEWAY)  
ASPHALT SERVICE ROAD (VARIABLE P.O.W.) SPEED LIMIT = 40 MPH



**MASTER SITE PLAN DATA**

<b>SITE LANDSCAPE MATERIALS</b>	
NEW 33 LIVE OAK 3" CALIPER TREES	
NEW GRASS (TURF) = 20,859 SF	
<b>LANDSCAPE AREA</b>	
EXISTING LANDSCAPE AREA = 269 S.F. (AT BODY SHOP BUILDING ENTRY)	
TOTAL MASTER SITE PLAN LANDSCAPE AREA (NEW AND OLD) = 20,859 S.F.	
NEW R.O.W. LANDSCAPE AREA = 5,462 S.F.	
NEW MASTER SITE PLAN LANDSCAPE AREA = 20,859 SF/ 454,532 SF = 4.5%	
<b>PARKING</b>	
TOTAL MASTER SITE PLAN PARKING = 773 SPACES	
<b>SITE AREA</b>	
TOTAL MASTER SITE PLAN AREA = 454,532 SQ.F.T.	
TOTAL MASTER SITE PLAN SITE/BUILDING RATIO = 22% F.A.R.	
<b>BUILDING AREA</b>	
TOTAL MASTER SITE PLAN BUILDING AREA = 100,024 S.F. (EXCLUDING EXISTING SECOND FLOOR AREAS)	



LOT 1 AND A PORTION OF LOT 2, BLOCK 2, AIRPORT FREEWAY CENTER AN ADDITION TO THE CITY OF BEDFORD, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN VOLUME 388-120, PAGE 87 OF THE PLAT RECORDS, TARRANT COUNTY, TEXAS, AND LOTS 4A-R AND 4B-R, BLOCK 3, AIRPORT FREEWAY CENTER AN ADDITION TO THE CITY OF BEDFORD, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN VOLUME 388-312, PAGE 59 OF THE PLAT RECORDS, TARRANT COUNTY, TEXAS, AND 2.6462 ACRES OF LAND SITUATED IN THE W. W. WALLACE SURVEY, ABSTRACT NO. 1607, TARRANT COUNTY, TEXAS.

**LEGEND**

LANDSCAPE AREA - BODY SHOP
LANDSCAPE AREA - ON-SITE
LANDSCAPE AREA - STREET R.O.W. - NEW
LANDSCAPE AREA - STREET R.O.W. - EXISTING
VISIBILITY TRIANGLE AREA

Richard King, AIA  
Site Planning  
Grubbs Enterprises  
Bedford, Texas 75005  
714-234-0299  
rking@aia.com

**RK Planning**  
Richard King, AIA  
Architectural & Site Planning  
Landscape Architecture & Planning  
Management

**PROPOSED MASTER SITE PLAN**  
GRUBBS ENTERPRISES  
BEDFORD, TEXAS

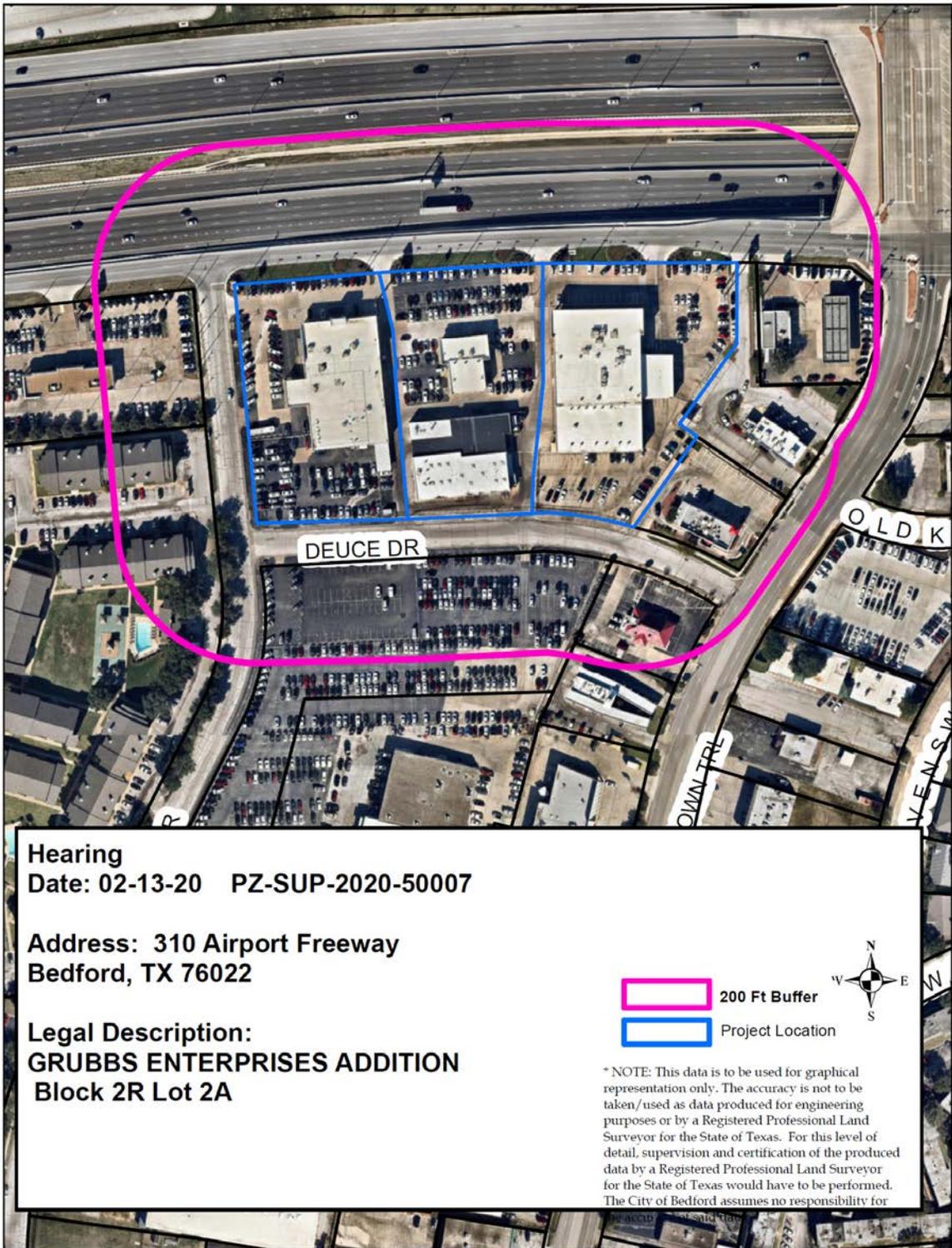
DATE	DESCRIPTION
8-25-05	PLANNING REVIEW
7-11-05	REVISION

SCALE:  
AS NOTED

CITY COUNCIL MTG  
8/16/05  
Rev'd 7/25/05  
Z-128

SHEET NO.  
ZONE-SP1

Location & Adjoining Property Owner Map



**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF FEBRUARY 13, 2020**

**DRAFT**

Mr. Iweis said he visited Mr. and Mrs. Starr and said that he wants to be good neighbors and offered them whatever he could. He thought they were in agreement, but is surprised at the opposition at this meeting. Most of the people who are opposed to this are 100 feet away from the building. The building needs to be 50 feet away from residents. The Starbucks on Precinct doesn't have more than 20 parking spaces. It doesn't need that much parking for a coffee shop that has a drive thru. Coffee shops with a drive thru needs less parking than those without. There are water towers that are tall and right in the middle of neighborhoods.

Mr. Inge said that this property is already zoned Heavy Commercial and is already allowed for a 35 foot building, and can go up to 65 feet if stepped back one to one. That is the current zoning without asking for a PUD. So they can pull the building in from the east and only have a 10 foot setback on the west for commercial. There's going to be a building there, and it will be tall, they are just trying to make it as nice as they can.

Chairman Carlson closed the public hearing at 8:34 p.m.

Commissioner McMillan said her concerns are the same as they were the last time this case was presented to the Planning & Zoning Commission. This has never been about the design or use of this building. This building doesn't fit at this location. Bedford needs this type of development, but not at the expense of the neighbors. There are four major variations they are requesting for this site. This site needs to be developed but this proposed building isn't compatible.

Commissioner Henderson said the concern about parking is what happens when all of the parking spaces around the building is full and if it overflows to the neighborhood or other businesses in the area. There are four major variances, and the ordinance is set to control the growth in Bedford and ensure that everything is in harmony with each other. The building looks great, but doesn't fit in that location.

Chairman Carlson said this is the third application for this site in the past 15 years. This has been a difficult site to develop.

Motion: Commissioner McMillan made a motion to deny zoning case PZ-PUD-2019-50104.

Commissioner Henderson seconded the motion and the vote was as follows:

Ayes: Commissioners McMillan, Stroope, Henderson, Cawthorne, Vice Chairman Davis and Chairman Carlson

Nays: None

Abstention: Commissioner Quigley

Motion approved 6-0-1. Chairman Carlson recommended to approve zoning case PZ-PUD-2019-50104.

**5. Zoning Case PZ-SUP-2020-50007, public hearing and consider a request to rezone Lots 2 and 3, Block 2, Grubbs Enterprises Addition from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/New and Used Cars and Truck Sales and Service (H/SUP), specific to 3.2.C(8)d, allowing for the operation of motor vehicle sales and rental service. The property is located in the Master Highway Corridor Overlay District**

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF FEBRUARY 13, 2020**

**DRAFT**

**(MHC) specific to Section 4.18 of the City of Bedford Zoning Ordinance. The property is generally located south of Airport Freeway and west of Brown Trail. (PZ-SUP-2020-50007)**

Jayashree Narayana, Planning Consultant, presented Zoning Case PZ-SUP-2020-50007.

This is a request for the Grubbs Nissan property site just west of Brown Trail. The applicant is proposing to put another dealership in one of the buildings at this site. The business will be Uptown Pre-owned Super Center. This is consistent with the uses on the site already existing. They are maintaining all of the variances with the SUP that was approved in 2005.

Chairman Carlson asked if this is just a name change.

Jayashree Narayana said it is a name change and adding a new tenant.

Stacy Urban, 1036 Cambridge Court, Keller, Texas.

Mr. Urban has had a long time relationship with Eric Grubbs and had a Nissan dealership in Dallas for 12 years. He is a consultant for a dealership that has a franchise in Dallas on Mockingbird across from Love Field Airport. This vacant building is a former Chrysler Dodge building. The dealership in Dallas is too large of a building with not enough parking spaces. The rent is high and makes it difficult to operate profitably there every month. This building has been vacant for a number of months and the owner of the franchise thinks that this will be a good place to operate his dealership.

Chairman Carlson opened the public hearing at 8:46 p.m.

Chairman Carlson closed the public hearing at 8:46 p.m.

Motion: Commissioner Quigley made a motion to approve zoning case PZ-SUP-2020-50007.

Commissioner McMillan seconded the motion and the vote was as follows:

Ayes: Commissioners Quigley, McMillan, Stroope, Henderson, Cawthorne, Vice Chairman Davis and Chairman Carlson

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Carlson recommended to approve zoning case PZ-SUP-2020-50007.

**ADJOURNMENT**

Motion: Commissioner McMillan made a motion to adjourn.

Vice Chairman Davis seconded the motion and the vote was as follows:

Ayes: Commissioners Quigley, McMillan, Stroope, Henderson, Cawthorne, Vice Chairman Davis and Chairman Carlson

Nays: None

Abstention: None



# Council Agenda Background

**PRESENTER:** Jayashree Narayana, Livable Plans  
William Syblon, Development Director

**DATE:** 03/10/20

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

**ITEM:**

Public hearing and consider an ordinance to rezone Lot 1, Block 1, Christian Life Tabernacle Addition and James M. Matson Survey, Abstract 1090, Tract 6A, located at 1104 Central Drive, Bedford, Texas, from (R15) Residential 15,000 SF Detached to (R15/SUP) Residential 15,000 SF Detached/Specific Use Permit, specific to Section 3.2.C.2.a, Churches, Temples and Synagogues of the City of Bedford Zoning Ordinance, allowing for Christian Life Tabernacle Church to operate a church. The subject property is generally located east of Central Drive and north of Gettysburg Place. (PZ-SUP- 2018-50060)

**City Attorney Review:** N/A

**SUMMARY:**

The applicant is requesting approval of a new specific use permit (SUP) to expand the church on the adjoining unplatted property to the south (James M. Matson Survey Abstract 1090, Tract 6A). The Planning and Zoning Commission recommended approval of this application at their February 13, 2020 meeting.

**BACKGROUND:**

The subject property is generally bound by Central Drive to the west, Nottingham Drive to the north and Gettysburg Place to the south. The property is currently zoned R15 and has an existing 5,400 sq.ft. church on it with an original SUP and site plan approved in 2002. The site shows the addition of a new 11,384 sq.ft. structure adjacent to the existing building and associated parking on the lot. A final plat to combine the unplatted tract with the existing church lot is pending, subject to the approval of this SUP.

The Planning and Zoning Commission recommended approval of this application at their February 13, 2020 meeting by a vote of 7-0-0.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 1, Block 1, Christian Life Tabernacle Addition and James M. Matson Survey, Abstract 1090, Tract 6A, located at 1104 Central Drive, Bedford, Texas, from (R15) Residential 15,000 SF Detached to (R15/SUP) Residential 15,000 SF Detached/Specific Use Permit, specific to Section 3.2.C.2.a, Churches, Temples and Synagogues of the City of Bedford Zoning Ordinance, allowing for Christian Life Tabernacle Church to operate a church. The subject property is generally located east of Central Drive and north of Gettysburg Place. (PZ-SUP- 2018-50060)

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Ordinance  
Site Plan  
Aerial  
Applicant's justification requesting alternative landscape and buffering standards  
Planning and Zoning Minutes

**ORDINANCE NO. 2020-**

**AN ORDINANCE TO REZONE LOT 1, BLOCK 1, CHRISTIAN LIFE TABERNACLE ADDITION AND JAMES M. MATSON SURVEY, ABSTRACT 1090, TRACT 6A, LOCATED AT 1104 CENTRAL DRIVE, BEDFORD, TEXAS, FROM (R15) RESIDENTIAL 15,000 SF DETACHED TO (R15/SUP) RESIDENTIAL 15,000 SF DETACHED/SPECIFIC USE PERMIT, SPECIFIC TO SECTION 3.2.C.2.A, CHURCHES, TEMPLES AND SYNAGOGUES OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR CHRISTIAN LIFE TABERNACLE CHURCH TO OPERATE A CHURCH. THE SUBJECT PROPERTY IS GENERALLY LOCATED EAST OF CENTRAL DRIVE AND NORTH OF GETTYSBURG PLACE. (PZ-SUP- 2018-50060)**

**WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas that the Zoning Ordinance be rezoned for the property known as Lot 1, Block 1, Christian Life Tabernacle Addition and James M. Matson Survey, Abstract 1090, Tract 6A, 1104 Central Drive, Bedford, Texas from (R15) Residential 15,000 SF Detached to (R15/SUP) Residential 15,000 SF Detached/Specific Use Permit/Churches, Temples and Synagogues R15/SUP), specific to Section 3.2.C.2.A. of the City of Bedford Zoning Ordinance, allowing for Christian Life Tabernacle Church to operate a church. The property is located at 1104 Central Drive (PZ-SUP-2018-50060)**

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

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

**SECTION 2. That Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:**

**Lot 1, Block 1, Christian Life Tabernacle Addition and James M. Matson Survey, Abstract 1090, Tract 6A, shall be shown as approved by this ordinance.**

**SECTION 3. That the Site Plan attached hereto as Exhibit "A," is approved as a component of this ordinance approval. Any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.**

**SECTION 4. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.**

**SECTION 5. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity 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 unconstitutional phrase, clause, sentence, paragraph or section.**

**SECTION 6. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.**

**SECTION 7. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.**

**ORDINANCE NO. 2020-**

**PRESENTED AND PASSED** this 10th day of March 2020, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

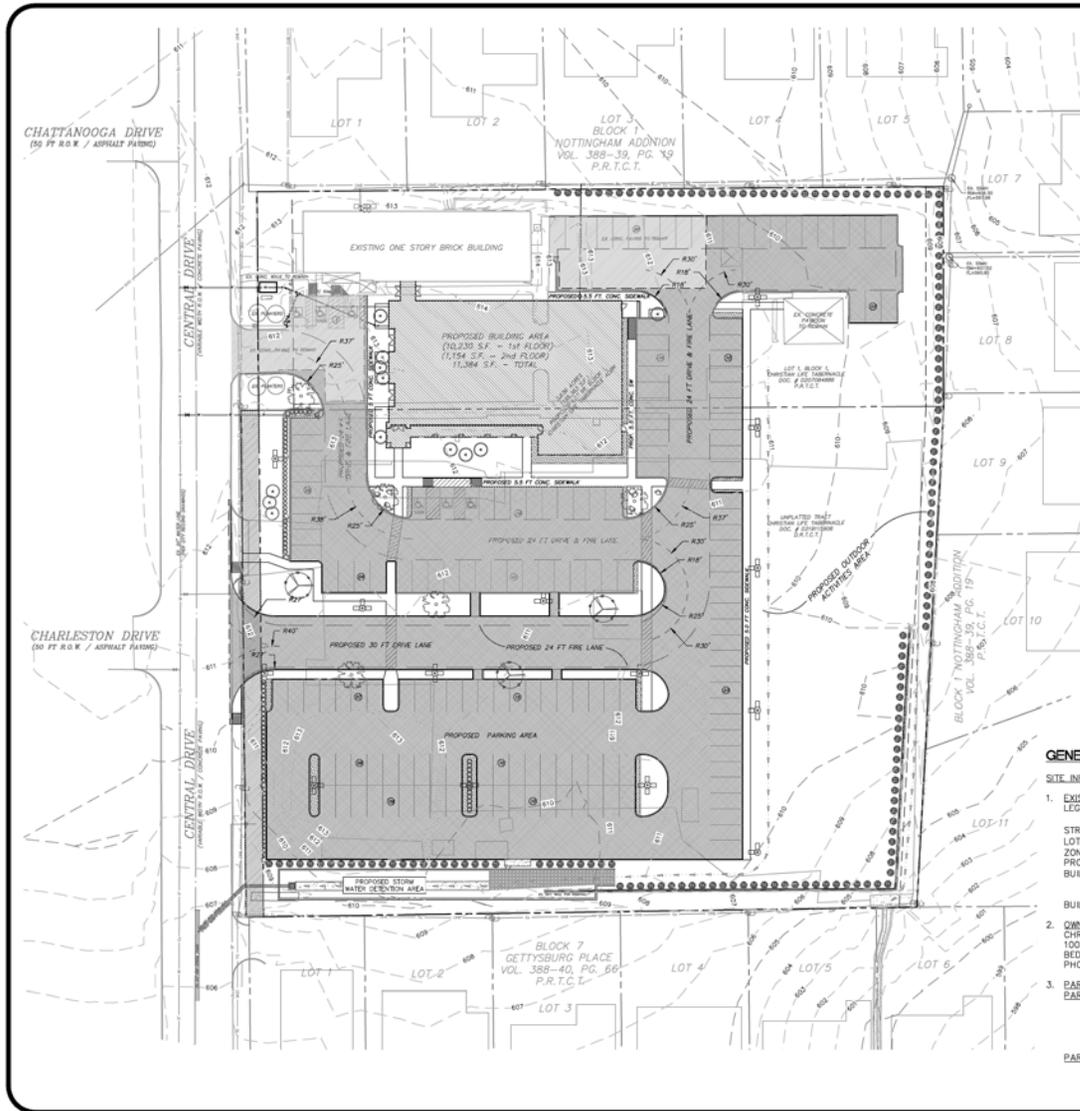
\_\_\_\_\_  
**Michael Boyter, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**

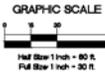
**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stan Lowry, City Attorney**



**LEGEND**

- PROPERTY CORNER - IRON ROD FOUND
- PROPERTY CORNER - IRON ROD SET
- STREET LIGHT
- TRAFFIC SIGNAL POLE
- UTILITY POLE
- GUY WIRE
- TELEPHONE MANHOLE
- GAS METER
- BOX
- SANITARY SEWER CLEANOUT
- EXISTING / PROPOSED SANITARY SEWER MANHOLE
- GRAVE INLET
- STORM SEWER MANHOLE
- EXISTING / PROPOSED FIRE HYDRANT
- WATER METER
- EXISTING / PROPOSED WATER VALVE
- CHAIN LINK FENCE
- WIRE FENCE
- WOOD FENCE
- OVERHEAD ELECTRIC LINE-EXISTING
- OVERHEAD ELECTRIC LINE-PROPOSED
- UNDERGROUND ELECTRIC LINE-EXISTING
- UNDERGROUND ELECTRIC LINE-PROPOSED
- WATER LINE-EXISTING
- WATER LINE-PROPOSED
- SANITARY SEWER LINE-EXISTING
- SANITARY SEWER LINE-PROPOSED
- NATURAL GAS LINE-EXISTING
- TELEPHONE LINE-EXISTING
- TELEPHONE LINE-PROPOSED
- SALT POND
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED CEMENT TREATED FLEX BASE PAVEMENT
- PROPOSED GRAVEL AREA
- PROPOSED CONCRETE SIDEWALK



**GENERAL NOTES:**

- SITE INFORMATION:**
- EXISTING CHURCH DEVELOPMENT**  
 LEGAL DESCRIPTION: LOT 01, BLOCK 01 - CHRISTIAN LIFE TABERNACLE ADDITION  
 PROPOSED LOT 1R, BLK 01-CHRISTIAN LIFE TABERNACLE ADDN (3.70 AC.)  
 STREET ADDRESS: 1104 CENTRAL DRIVE / BEDFORD, TEXAS  
 LOT 1R AREA: 3.535 AC. (158,363 S.F.) WITH PROPOSED R.O.W. DEDICATION  
 ZONING: EXISTING - R15 (SINGLE FAMILY DETACHED)  
 PROPOSED USE: CHURCH  
 BUILDING AREA: PROPOSED BUILDING IMPROVEMENTS = 10,230 S.F. (1st FLOOR)  
 11,584 S.F. (2nd FLOOR)  
 TOTAL = 11,384 S.F.  
 BUILDING HEIGHT: 30.0 FT.
  - OWNER INFORMATION:**  
 CHRISTIAN LIFE TABERNACLE  
 1004 CENTRAL DRIVE  
 BEDFORD, TX  
 PHONE: 817-909-5154
  - PARKING CALCULATIONS:**  
**PARKING SPACES REQUIRED:**  
 CHURCH USE: 1 SPACE/3 SEATS  
 TOTAL PROPOSED SEATING = 510  
 TOTAL REQ. PARKING SPACES = 510 SEATS x 1 SPACE/3 SEATS = 170 PARKING SPACES  
**PARKING SPACES PROVIDED:**  
 164 REGULAR PARKING SPACES AND 6 ADA SPACES (2 VAN ACCESSIBLE)  
 TOTAL PROVIDED PARKING SPACES = 170

**HUFFMAN CONSULTING ENGINEERS**  
 TEXAS REGISTERED ENGINEERING FIRM P-12488  
 1004 CENTRAL DRIVE  
 BEDFORD, TX 76010  
 PHONE: (817) 909-5154  
 FAX: (817) 909-5155  
 EMAIL: JHUFFMAN@H-C-ENG.COM

PROJECT NO. 1111  
 SHEET NO. 1111  
 DATE: 11/11/20

REVISIONS

NO.	DATE	DESCRIPTION
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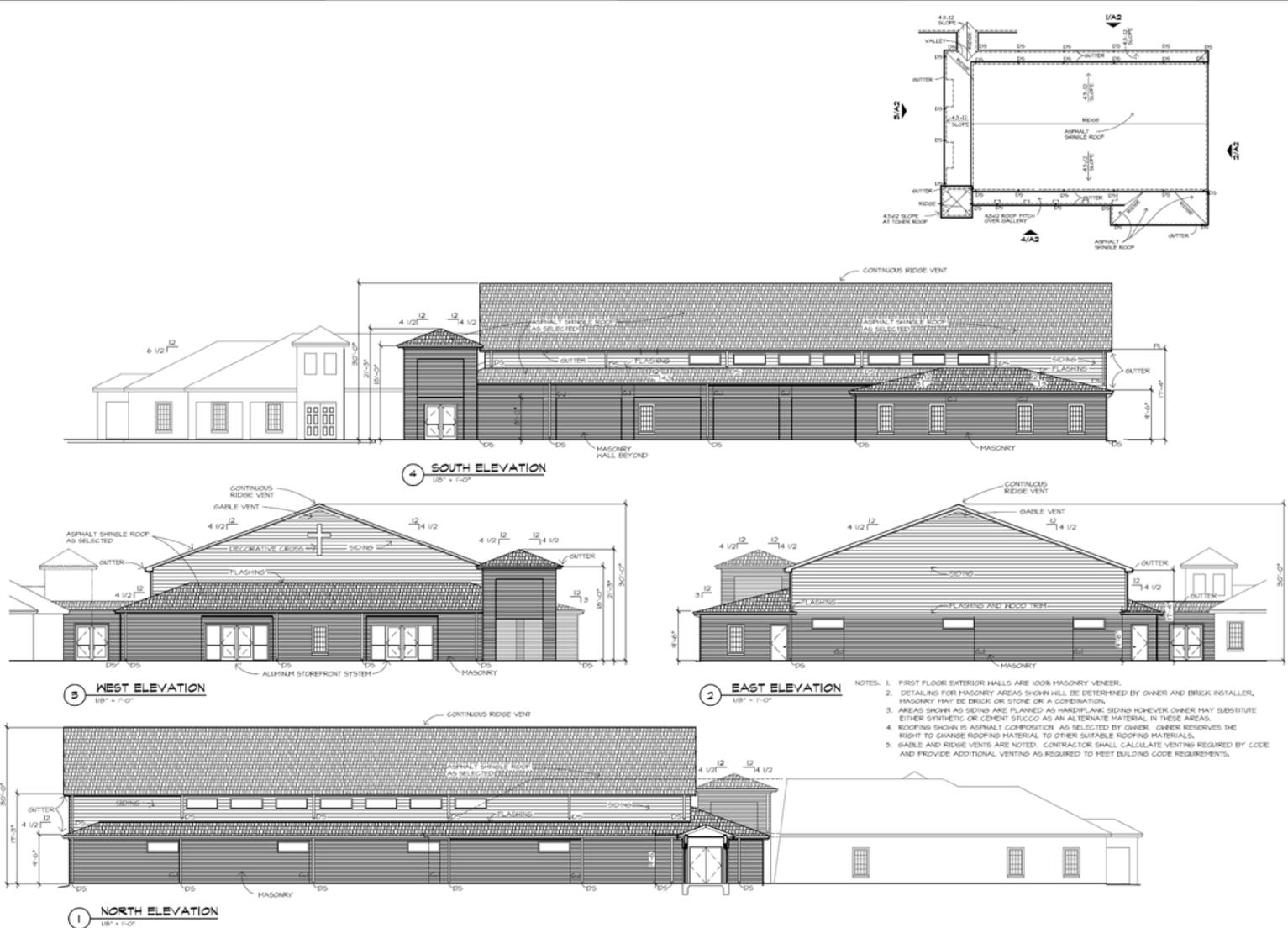
CONSTRUCTION PLANS OF  
**SITE IMPROVEMENTS**  
 FOR  
**CHRISTIAN LIFE TABERNACLE**  
 BEDFORD, TEXAS

**HUFFMAN CONSULTING ENGINEERS**  
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 DATE: 11/11/20 11:11 AM  
 P-12488

**SITE PLAN**

DATE: 01/13/20

DESIGNER: JYH	CHECKED: AMR
CLIENT	
<b>C1</b>	



- NOTES:
1. FIRST FLOOR EXTERIOR WALLS ARE LOOK MASONRY VENEER.
  2. DETAILS FOR MASONRY AREAS SHOWN WILL BE DETERMINED BY OWNER AND BRICK INSTALLER. MASONRY MAY BE BRICK OR STONE OR A COMBINATION.
  3. AREAS SHOWN AS SIDING ARE PLANNED AS HANDICAP AND SIDING HOWEVER OWNER MAY SUBSTITUTE EITHER SYNTHETIC OR GEMENT STUCCO AS AN ALTERNATE MATERIAL IN THESE AREAS.
  4. ROOFING SHOWN IS ASPHALT COMPOSITION AS SELECTED BY OWNER. OWNER RESERVES THE RIGHT TO CHANGE ROOFING MATERIAL TO OTHER SUITABLE ROOFING MATERIALS.
  5. GABLE AND RIDGE VENTS ARE NOTED. CONTRACTOR SHALL CALCULATE VENTING REQUIRED BY CODE AND PROVIDE ADDITIONAL VENTING AS REQUIRED TO MEET BUILDING CODE REQUIREMENTS.

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**R. VICTOR BLOOD, JR.**  
ARCHITECT - PLANNER  
COMMERCIAL ARCHITECTURE, TX LICENSE 07888  
1104 CENTRAL DRIVE BEDFORD, TEXAS 76022  
CONTACT: DAVID MCGIBANY - CELL (817) 408-8844 - (817) 688-8707

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EXTERIOR ELEVATIONS, ROOF PLAN

**CHRISTIAN LIFE TABERNACLE**

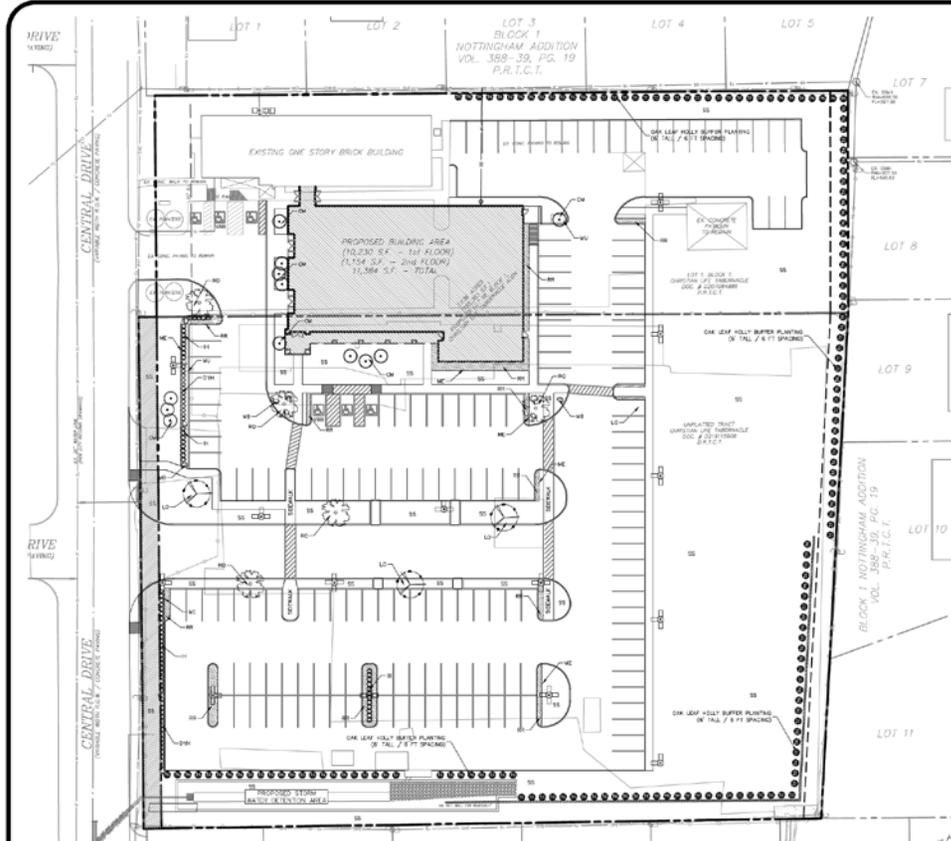
PROJECT NUMBER: TAB-01-206

DATE: 9/5/2018

SHEET: **A2**

OF 10 SHEETS

# LANDSCAPE PLAN



**LEGEND**

- PROPERTY CORNER - IRON ROD FOUND
- STREET LIGHT
- TRAFFIC SIGNAL POLE
- UTILITY POLE
- GUY WIRE
- TELEPHONE MANHOLE
- GAS METER
- SEWER
- SANITARY SEWER CLEANOUT
- EXISTING / PROPOSED SANITARY SEWER MANHOLE
- GRATE ALLET
- STORM SEWER MANHOLE
- EXISTING / PROPOSED FIRE HYDRANT
- WATER METER
- EXISTING / PROPOSED WATER VALVE
- CHAIN LINK FENCE
- WIRE FENCE
- WOOD FENCE
- OVERHEAD ELECTRIC LINE-EXISTING
- OVERHEAD ELECTRIC LINE-PROPOSED
- UNDERGROUND ELECTRIC LINE-EXISTING
- UNDERGROUND ELECTRIC LINE-PROPOSED
- WATER LINE-EXISTING
- WATER LINE-PROPOSED
- SANITARY SEWER LINE-EXISTING
- SANITARY SEWER LINE-PROPOSED
- NATURAL GAS LINE-EXISTING
- NATURAL GAS LINE-PROPOSED
- TELEPHONE LINE-EXISTING
- TELEPHONE LINE-PROPOSED
- RAIL FENCE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED CEMENT TREATED FLEX BASE PAVEMENT
- PROPOSED GRAVEL AREA
- PROPOSED CONCRETE SIDEWALK



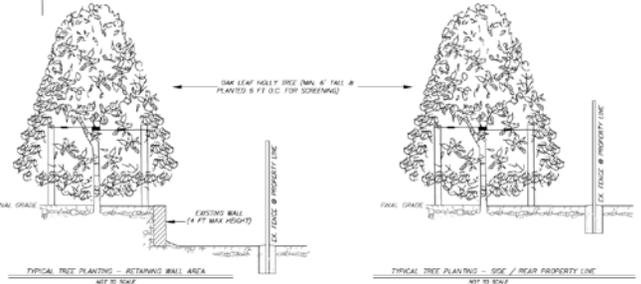
- LANDSCAPING NOTES**
- AN IRRIGATION SYSTEM (AUTOMATIC) SHALL BE INSTALLED PRIOR TO THE PLANTING OF ANY NEW PLANT MATERIAL.
  - THE OWNER, TENANT, AND THE AGENT IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THE LANDSCAPING. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
  - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL PLANT MATERIALS WHICH SHOW DEAD BRANCHING OVER 75% OR MORE OF THE NORMAL BRANCHING PATTERN AND REPAIR THE IRRIGATION SYSTEM FOR A PERIOD OF ONE YEAR FROM THE DATE OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY. PLANT MATERIALS WHICH BE SHALL BE REPLACED WITH PLANT MATERIALS OF SIMILAR VARIETY AND SIMILAR SIZE. THE LANDSCAPE CONTRACTOR SHALL MAKE SUCH NECESSARY REPLACEMENTS WITHIN 30 DAYS OF NOTIFICATION BY THE CITY.
  - THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE BASED ON EXISTING RECORDS. FINAL LOCATION OF THESE UTILITIES AND ANY OTHERS NOT SHOWN SHOULD BE VERIFIED BY CONTACTING THE UTILITY OWNERS AND TEXAS811 PRIOR TO DIGGING.
  - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES ON THE PLAN, SUBSTITUTIONS FOR THE TREE AND SHRUB SELECTIONS ON THIS LANDSCAPE PLAN ARE ACCEPTABLE, CONTINGENT TO APPROVAL BY LANDSCAPE DESIGNER PRIOR TO PLANTING AND APPROVAL BY THE CITY.
  - CERTIFICATE OF OCCUPANCY SHALL NOT BE ISSUED UNTIL ALL LANDSCAPING MATERIALS HAVE BEEN INSTALLED.

**LANDSCAPE CALCULATIONS**

- OVERALL LANDSCAPE REQUIREMENTS:**
  - REQUIRED OVERALL LANDSCAPE AREA: (158,363) S.F. \* 20% = 31,673 S.F.
  - PROVIDED OVERALL LANDSCAPE AREA: 69,491 S.F. INCLUDING TURF
  - REQUIRED FRONT YARD AREA L.S.: 31,673 S.F. \* 40% = 12,670 S.F.
  - PROVIDED FRONT YARD AREA L.S.: 53,604 S.F. INCLUDING TURF
- LS BUFFERYARD REQD:** 20 FT.
- LS BUFFERYARD PROVIDED:** 20 FT. (NORTH, SOUTH, EAST)  
 NORTH - 6' TALL OAK LEAF HOLLY - 6' O.C. SPACING  
 EAST - 6' TALL OAK LEAF HOLLY - 6' O.C. SPACING  
 SOUTH - 6' TALL OAK LEAF HOLLY - 6' O.C. SPACING
- PARKING LOT LANDSCAPING:**
  - REQUIRED PKG LOT LS AREA: (71,602 S.F. OF PKG AREA) \* 10% = 7,161 S.F.
  - PROVIDED PKG LOT LS AREA: 9,413 S.F.

**PLANT LIST**

SYMBOL	KEY	QUANTITY	UNITS	COMMON NAME	SCIENTIFIC NAME	CALIPER	HEIGHT	SPREAD	ROOT	REMARKS
[Symbol]	AO	03	EA.	Live Oak	Quercus Virginia	3.5" min.	8'-10'	8'-8"	8" Ø or 24" Root/Container	Single Trunk
[Symbol]	AO	05	EA.	Red Oak	Quercus Rubra	3.5" min.	10'-12'	8'-8"	8" Ø or 24" Root/Container	Single Trunk
[Symbol]	AO	12	EA.	Drage Myrtle Dallas Reef	Lycopersicon insigne Dallas Reef	4.5"-6" dia.	min. 8'	All	15 Gal.	N/A
[Symbol]	GLH	162	EA.	Oak Leaf Holly	Ilex 'Oliveif' Dallas Reef	2" min.	6'-8"	4'-6"	8" Ø or 24" Root/Container	Single Trunk
[Symbol]	DRH	29	EA.	Drift Holly	Ilex 'Convict' Dallas Reef	N/A	30"	24"	5 Gal.	24" O.C.
[Symbol]	SH	44	EA.	Indian Hawthorne	Raphanopappus 'Dwarf' Dallas Reef	N/A	36"	24"	5 Gal.	36" O.C.
[Symbol]	MO	12	EA.	Minor Ground Shrub	N/A	N/A	N/A	N/A	N/A	500g Min.
[Symbol]	AR	1,320	S.F.	Artisan Pear Bark	3"-8" depth with weed barrier	N/A	N/A	N/A	N/A	N/A
[Symbol]	SS	-	S.F.	Sand Soil	Bermuda Zoely 419	N/A	N/A	N/A	N/A	N/A
[Symbol]	HYD	-	S.F.	Hydrangea	Bermuda Zoely 419	N/A	N/A	N/A	N/A	N/A
[Symbol]	MC	-	S.F.	Shredded Hardwood Mulch	3" depth minimum with weed barrier	N/A	N/A	N/A	N/A	N/A
[Symbol]	NE	-	L.F.	4" Steel Edging	Green Powder Coat Finish	N/A	N/A	N/A	N/A	N/A



**HUFFMAN CONSULTING ENGINEERS**  
 4702 JAZZ AVENUE  
 FORT WORTH, TEXAS 76102  
 PHONE: (817) 871-1111  
 FAX: (817) 871-1111  
 PROJECT NO. 1111111111  
 SHEET NO. 1111111111

**CONSTRUCTION PLANS OF  
 SITE IMPROVEMENTS  
 FOR  
 CHRISTIAN LIFE TABERNACLE  
 BEDFORD, TEXAS**

**PRELIMINARY**  
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 JUNE 1, 2020 - 2020 - 11:00 AM  
 11-12489

**LANDSCAPE PLAN**

DATE: 01/13/20  
 DESIGNED BY: JYI/RSG  
 CHECKED BY: AMR

**CLIENT**

**L1**



Location & Adjoining Property Owner Map



Attachment D  
Applicant Letter



6716 Azle Avenue  
Fort Worth, TX 76135  
Phone: 817.357.5354  
Fax: 817.887.1940  
E-mail: jhuffman@h-c-e.net

---

October 18, 2019

Kristina Starnes  
Planning and Zoning Assistant  
City of Bedford  
1805 L Don Dodson Drive  
Bedford, TX 76021-1804

Jayashree Narayana, AICP, CNU-A  
Principal  
Livable Plans and Codes

**Re: Christian Life Tabernacle – SUP Application - Landscape Buffering Requirement**

*In regards to the landscaping buffering requirement for the adjoining residential properties to this proposed development, we respectfully request that the proposed 6 feet tall eastern red cedar tree buffering and the existing 4 feet tall natural rock faced retaining wall with the 2 feet earthen berm be approved as alternate methods of landscape buffering on the north, south, and east property lines.*

*This proposed alternate landscape buffering is illustrated on the provided Landscape Plan – L1.0, dated 191018.*

*Thank you for your consideration in this matter.*

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read 'Jace Y. Huffman', is written over a light blue horizontal line.

**Jace Y. Huffman, P.E.**

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF FEBRUARY 13, 2020**

**DRAFT**

The Pledge of Allegiance was given.

**OFFICER ELECTIONS**

**1. Consider and act upon appointment of a Chairperson and Vice Chairperson to the Planning and Zoning Commission.**

Motion: Commissioner Henderson made a motion to nominate Todd Carlson as Chairman of the Planning and Zoning Commission.

Commissioner McMillan seconded the motion and the vote was as follows:

Ayes: Commissioners Quigley, McMillan, Stroope, Henderson, Cawthorne,  
and Vice Chairman Davis  
Nays: None  
Abstention: Chairman Carlson

Motion approved 7-0-0.

Motion: Commissioner Quigley made a motion to nominate Michael Davis as Vice Chairperson of the Planning and Zoning Commission.

Commissioner McMillan seconded the motion and the vote was as follows:

Ayes: Commissioners Quigley, McMillan, Stroope, Henderson, Cawthorne,  
and Chairman Carlson  
Nays: None  
Abstention: Vice Chairman Davis

Motion approved 7-0-0.

**APPROVAL OF MINUTES**

**2. Consider approval of the following Planning and Zoning Commission meeting minutes: October 24, 2019 regular meeting.**

Motion: Vice Chairman Davis made a motion to approve the meeting minutes of the November 14, 2019 regular meeting.

Commissioner Stroope seconded the motion and the vote was as follows:

Ayes: Commissioners Quigley, McMillan, Stroope, Henderson, Cawthorne,  
Vice Chairman Davis and Chairman Carlson  
Nays: None  
Abstention: None

Motion approved 7-0-0. Chairman Carlson declared the November 14, 2019 meeting minutes approved.

**PUBLIC HEARINGS**

**3. Zoning Case PZ-SUP-2018-50060, public hearing and consider a request to rezone Lot 1, Block 1, Christian Life Tabernacle Addition, located at 1104 Central Drive, Bedford, Texas, from (R15) Residential 15,000 SF Detached to (R15/SUP) Residential 15,000 SF**

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF FEBRUARY 13, 2020**

**DRAFT**

**Detached/Specific Use Permit, specific to Section 3.2.C.2.a, Churches, Temples and Synagogues, of the City of Bedford Zoning Ordinance, allowing for Christian Life Tabernacle Church to operate a church. The subject property is generally located east of Central Drive and north of Gettysburg Place. (PZ-SUP- 2018-50060)**

Jayashree Narayana, Planning Consultant, presented Zoning Case PZ-SUP-2018-50060.

This is an existing church located at 1104 Central Drive, and they are proposing to expand the church by building a new structure and adding to the parking lot to the south on an unplatted lot. There is a plat application with the City.

At the November 14<sup>th</sup> meeting, the P&Z Commission tabled this case because of questions regarding the drainage issues and asked the City to have a City Engineer present to address some of those drainage concerns. The applicant has provided more information on the drainage. They will have a detention area to the south on the property so the water drains to the south and southeast and onto Central Drive.

Commissioner Quigley asked if there were also questions regarding screening.

Jayashree Narayana said there were questions regarding trees because the trees were going to be at lower level than the retaining wall.

Stephen Crawford, with Halff Associates and acting as City Engineer, spoke to the drainage concerns. Mr. Crawford said in the DRC meeting, Staff reviewed the schematic drainage plan. Their grading shows all of the drainage coming to the south and into the detention pond. There is also reduced drainage amount to the southeast corner into the existing flume. Existing plans of Central Drive were reviewed and the storm drainage system that exists there, and for every appearance it appears that this plan will work. They will continue to review the plans to ensure that there are not increasing flows to adjacent properties and not increasing the drainage to the Central system. The plans are headed in the right direction.

Commissioner Stroope said he's concerned about headed in the right direction. He asked what kind of protection they have for the homeowners.

Mr. Crawford said at this time he only has a schematic plan and doesn't have their final drainage plans. Their plans will be further reviewed as they move forward with this site.

Commissioner Stroope said one of the things they talked about many months ago was that they wanted more information on this. Drainage was one of their main concerns.

Bill Syblon, Development Director, said that there will be more detail as the applicant comes in with their plat. This is just for the zoning. There are certain conditions that exist that the zoning ordinance allows, that the commission can look further into the drainage concerns. However, the applicant isn't at that point, their plat will have more detail.

Commissioner Stroope asked if with the plat they will be able to see more detail.

Bill Syblon said yes, and Staff will be able to see in more detail as well. The plat will come before P&Z Commission after this case passes Council.

Commissioner Henderson said at the last meeting the commission heard a lot of issues about the drainage to the east as well as to the southeast.

Mr. Crawford said based on the plan that he has seen, the drainage from the detention pond will drain to the southwest onto Central and into the storm drain system there.

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF FEBRUARY 13, 2020**

**DRAFT**

Vice Chairman Davis asked if he knows how much the flume can handle and how much can be taken away schematically.

Mr. Crawford said not schematically.

Chairman Carlson explained that because this case was tabled at a previous meeting, the public hearing was closed and cannot be reopened. This is also a zoning case they are being asked to vote on. If this is a positive outcome, this case will go to City Council and any questions from the public can be asked at that time.

David McGreary, petitioner, 1404 Shirley Way, Bedford, Texas.

Mr. McGreary thanked the commissioners for hearing his case and his congregation likes the Bedford area. He will do everything in his power to help the City with the drainage concerns and help the neighbors be comfortable with it.

Commissioner Henderson asked how many seats will the church have.

Mr. McGreary said around 475, but depends on how much the parking lot will allow them to have. The parking ratio allows for three people for every one parking space.

Commissioner McMillan asked about the replat of the property.

Jayashree Narayana said the property to the south is an unplatted lot and will need to be platted into one lot.

Commissioner McMillan asked about the proposed activity area.

Jayashree Narayana said a portion of that is on the unplatted lot.

Commissioner Quigley asked about lighting and the height of the lights and noted the lighting plan that has been presented. He also noted the screening concerns from the tabled meeting and the plans that have been submitted to address that.

Motion: Commissioner Quigley made a motion to approve zoning case PZ-SUP-2018-50060.

Commissioner McMillan seconded the motion and the vote was as follows:

Ayes: Commissioners Quigley, McMillan, Stroope, Henderson, Cawthorne, Vice Chairman Davis and Chairman Carlson

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Carlson recommended to approve zoning case PZ-SUP-2018-50060.

- 4. Zoning Case PZ-PUD-2019-50104, public hearing and consider a request to rezone Lot 3A1, Block 15, Stonegate Addition – Bedford, located at 404 Airport Freeway, Bedford, Texas from Heavy Commercial (H) to Planned Unit Development (PUD), allowing for Samuel Iweis to construct a 5-story mixed-use building. The property is located in the Master Highway Corridor Overlay District (MHC) specific to Section 4.18 of the City of Bedford Zoning**



# Council Agenda Background

**PRESENTER:** Brandi West, Grants Administrator

**DATE:** 03/10/20

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

**ITEM:**

Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of a grant application to the Assistance to Firefighters Grant (AFG) administered by the Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate.

**City Attorney Review:** N/A

**SUMMARY:**

Staff is requesting funds for a Rescue Squad truck. The addition of a Rescue Squad truck will improve response to traffic incidents, EMS calls, and structure fires. This aligns as a high priority for both the Bedford Fire Department and the Assistance to Firefighters Grant (AFG).

**BACKGROUND:**

The Fire Department was recently made aware of a competitive grant through the AFG administered by the Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate. The purpose of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards, by providing direct financial assistance to eligible fire departments, nonaffiliated EMS organizations, and State Fire Training Academies for critically needed resources to equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

Should the grant be awarded, the City of Bedford will be required to contribute 10% of the total cost as a match, which is \$18,181.82.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution of the City Council of Bedford, Texas, authorizing the submission of a grant application to the Assistance to Firefighters Grant (AFG) administered by the Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate.

**FISCAL IMPACT:**

AFG Funds:	\$181,818.18
City of Bedford Share:	\$18,181.82

**ATTACHMENTS:**

Resolution  
Photograph

**RESOLUTION NO. 2020-**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ASSISTANCE TO FIREFIGHTERS GRANT ADMINISTERED BY THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY'S GRANT PROGRAMS DIRECTORATE.**

**WHEREAS, the Bedford Fire Department provides emergency services to the public including fire fighting, emergency medical services, hazardous materials response, swift water rescue and fire prevention necessary for the health, safety and well-being of the citizens of Bedford; and,**

**WHEREAS, the City Council of Bedford, Texas finds it is in the best interest of the citizens of Bedford to seek funding for the Fire Department through the Assistance to Firefighters Grant program.**

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

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

**SECTION 2. That the City Council of Bedford, Texas, authorizes the submission of the grant application to the Assistance to Firefighters Grant, Grant Programs Directorate, Federal Emergency Management Agency, Department of Homeland Security.**

**SECTION 3. That the City Council of Bedford, Texas acknowledges the Assistance to Firefighter Grant requires a 10% match of funds should the grant be awarded, which is \$18,181.82.**

**PRESENTED AND PASSED this 10th day of March 2020 by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Michael Boyter, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**

Example of Rescue Squad Truck:





# Council Agenda Background

**PRESENTER:** Brandi West, Grants Administrator

**DATE:** 03/10/20

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

**ITEM:**

Consider a resolution of the City Council of Bedford, Texas authorizing the submission of the Fiscal Year 2021 grant application for a pole camera system for the Police Department to the Office of the Governor, Criminal Justice Division.

**City Attorney Review:** N/A

**SUMMARY:**

The City of Bedford is requesting \$27,000 in FY2021 Justice Assistance Grant funds for a pole camera system. The system will consist of five cameras secured in commercial parking lots in traditionally high crime areas of the City and four in the Boys Ranch Park construction site. Through the purchase of this technology, it is the intent of this award to continue to reduce the amount of property crime in high-risk areas throughout the City, improving the safety of Bedford citizens and visitors.

**BACKGROUND:**

The Police Department was recently made aware of a competitive grant through the Office of the Governor, Criminal Justice Division.

Through this Justice Assistance Grant (JAG), the Police Department will be seeking funding in the amount of \$27,000 for a pole camera system. This request will replace the current video cameras throughout the City.

The Bedford Police Department intends to utilize the pole camera system to deter crime and assist investigations. This award will allow for the purchase and installation of nine cameras in already identified high crime areas and the Boys Ranch Park construction site. Through these cameras, Bedford Dispatch and the Crime Analyst will monitor real-time property crime activity in high-risk commercial parking lots throughout the City. Focus on high crime areas and problematic situations will be elevated, further discouraging criminal activity from occurring.

The Office of the Governor, Criminal Justice grant does not require a cash match.

**RECOMMENDATION:**

Staff recommends the following motion:

Consider a resolution of the City Council of Bedford, Texas authorizing the submission of the Fiscal Year 2021 grant application for a pole camera system for the Police Department to the Office of the Governor, Criminal Justice Division.

**FISCAL IMPACT:**

No match required. Any equipment maintenance required will be included in the Police budget.

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL OF BEDFORD, TEXAS, AUTHORIZING THE SUBMISSION OF THE FISCAL YEAR 2021 GRANT APPLICATION FOR A POLE CAMERA SYSTEM FOR THE POLICE DEPARTMENT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION.**

**WHEREAS, the City Council of Bedford, Texas finds it in the best interest of the citizens of Bedford to provide improved technology to the Police Department; and,**

**WHEREAS, the City Council of Bedford, Texas agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Bedford assures that the funds will be returned to the Criminal Justice Division in full; and,**

**WHEREAS, the City Council of Bedford, Texas designates interim City Manager Cliff Blackwell as the grantee's Authorized Official. The Authorized Official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.**

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

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

**SECTION 2. That the City Council of Bedford, Texas, authorizes the submission of the Fiscal Year 2021 grant application to the Office of the Governor, Criminal Justice Division.**

**PRESENTED AND PASSED this 10th day of March 2020 by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Michael Boyter, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**



# Council Agenda Background

**PRESENTER:** Maria Joyner, CPA, Director of Finance

**DATE:** 03/10/20

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

**ITEM:**

Consider a resolution authorizing the Interim City Manager to accept the contract proposal from NewGen Strategies & Solution, LLC for Utility Rate Study Services and Stormwater Fee Study for the City of Bedford, Texas.

**City Attorney Review:** Yes

**SUMMARY:**

This item is requesting authorization to enter into a professional services agreement with NewGen Strategies & Solutions, LLC to provide a comprehensive Water and Sewer Rate Study for the City and to conduct a comprehensive Stormwater fee study.

**BACKGROUND:**

The objective of the Water/Sewer Rate study is to determine the adequacy and most appropriate rate structure for customers, considering such issues as conservation, consumption characteristics of various customer types, deviation from cost of service principles, and fairness and equity considerations. The study will be based on a comprehensive review of the City's water and sewer funds, current rates and charges, customer classes, current usage data, water and sewer debt expenses, future planned growth of the City and any other information deemed necessary.

A request for proposal was advertised on Sunday, January 12, 2020, and Sunday, January 19, 2020, seeking proposals from qualified firms to provide an annual Utility Rate Study for the City. Proposals from three qualified firms were received:

1. Raftelis
2. Willdan
3. NewGen Strategies & Solutions, LLC

Staff formed a seven-person panel from Public Works and Finance. The employees on the panel were Finance Director Maria Joyner, Assistant Finance Director Paula Y. McPartlin, Senior Accountant Crystal Segovia, Customer Service Manager Loquita Traylor, Public Works Director Kenneth Overstreet, Assistant Public Works Director Scott Tedford, and Public Works Office Manager Jackie Hancock.

The panel performed a thorough review of the proposals to evaluate each firm's ability to meet all specified requirements. The proposals were evaluated and scored using a weighted average system in which certain criteria contributed to a higher percentage of the overall score. After reviewing the proposals, the panel graded each firm based on the predetermined criteria. Items evaluated included the following:

CRITERIA	WEIGHT
The Bidder's ability to satisfy the requirements of the RFP	30%
The Bidder's quality of goods/services and the reputation	30%
The Bidder's cost for the goods/services	20%
The Bidders qualifications and experience	10%
References: Feedback from current customers	10%
<b>TOTAL</b>	<b>100%</b>

At the completion of the evaluation process, the panel discussed the most qualified firm to recommend for Council approval. Based on the discussion and the individual rating of each reviewer, the review panel unanimously decided to recommend that the City Council accept the proposal from NewGen Strategies & Solutions, LLC.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to accept the contract proposal from NewGen Strategies & Solution, LLC for Utility Rate Study Services and Stormwater Fee Study for the City of Bedford, Texas.

**FISCAL IMPACT:**

Funding for the annual cost of the agreement will be re-allocated from existing budget, with no additional funding needed. The estimated expenditure based on the proposed services is \$52,100.

**ATTACHMENTS:**

- Resolution
- Service Agreement
- RFP Utility Rate Study 2020-1
- RFP Addendum I
- Grading Summary RFP2020-1
- NewGen Proposal

**RESOLUTION NO. 2020-**

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE CONTRACT PROPOSAL FROM NEWGEN STRATEGIES & SOLUTION, LLC FOR UTILITY RATE STUDY SERVICES AND STORMWATER FEE STUDY FOR THE CITY OF BEDFORD, TEXAS.**

**WHEREAS, the City of Bedford charges users of the City's water and sewer system a fee for the operations, maintenance, and capital costs of the City's water, sewer, and stormwater system; and,**

**WHEREAS, the City solicited proposals from qualified Utility Rate Service firms to provide an annual Comprehensive Water and Sewer Rate Study and a Comprehensive Stormwater Fee Study; and,**

**WHEREAS, a Utility Rate Study Review Panel reviewed the proposals; and,**

**WHEREAS, the Utility Rate Study Review Panel unanimously determined that the proposal submitted by NewGen Strategies & Solutions, LLC is in the best interest of the City.**

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

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

**SECTION 2. That the City Council does hereby authorize the Interim City Manager to accept the proposal from NewGen Strategies & Solutions, LLC for Utility Rate Study services.**

**SECTION 3. That the contracted rate for Fiscal Year 2020 for Utility Rate Services will not exceed \$52,100.**

**PRESENTED AND PASSED this 10th day of March 2020, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Michael Boyter, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**

**AGREEMENT BETWEEN**  
**THE CITY OF BEDFORD, TEXAS AND**  
**NEWGEN STRATEGIES & SOLUTIONS, LLC**  
**FOR PROFESSIONAL SERVICES**

Made as of this 10<sup>th</sup> day of March 2020: Between

City:

**The City of Bedford, Texas**  
2000 Forest Ridge Drive  
Bedford, Texas 76021  
Telephone: (817) 952-2106

and Consultant:

**NewGen Strategies &  
Solutions, LLC**  
275 W. Campbell Road  
Suite 440  
Richardson, TX 75080  
972-680-2000

for the following Project:

**Utility Rate Study Services**

-

**THIS AGREEMENT** ("Agreement") is made and entered into by and between The City of Bedford, Texas, a home-rule municipality ("City"), and NewGen Strategies & Solutions, a\_\_Corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

**WHEREAS**, City desires to engage the services of Consultant to provide professional services for a **Utility Rate Study** ("Project"); and

**WHEREAS**, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

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

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1  
CONSULTANT'S SERVICES**

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **EXHIBIT A**, attached hereto and incorporated herein by reference for all purposes (“Scope of Services”). The parties understand and agree that deviations or modifications to the Scope of Services described in **EXHIBIT A**, in the form of written change orders, may be authorized from time to time by City (“Change Order(s)”).
  - 1.2.1 **Requirement of Written Change Order** – “Extra” work, “claims” invoiced as “extra” work or “claims” which have not been issued as a duly executed, written Change Order by the Bedford City Manager will not be authorized for payment and/or shall not become part of the subcontracts.
  - 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY “EXTRA” WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE BEDFORD CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **EXHIBIT B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing architectural engineering standard of care by exercising the skill and care ordinarily utilized by architectural engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

## ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City or the authorized Project Manager shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services. The Project Manager is not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

## ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, in an amount not to exceed **\$34,900** and (b) for Special Services in an amount not to exceed **\$17,200**; and (c) shall be paid in accordance with this Article 3 and the Project Budget Summary as set forth in **EXHIBIT B**.
  - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in Consultant's Fee and considered to be within the Scope of Services defined under this Agreement."
  - 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit findings in writing to City or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

- 3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in **EXHIBIT B**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant’s subsequent payment for Services; provided, however, that this shall not be City’s sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **EXHIBIT A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph (“Additional Services”) and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **EXHIBIT A**.
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **EXHIBIT A**.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **EXHIBIT A**.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **EXHIBIT A**.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on direct billable labor rates and expenses.

- 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

**NewGen Strategies & Solutions  
2020 Billing Rates**

Position	Hourly Billing Rate
President/CEO	\$345
Managing Director (Energy Practice, Environmental Practice)	\$300
Director / Vice President / Executive Consultant	\$215 - \$345
Senior Consultant	\$185 - \$215
Staff Consultant	\$130 - \$185
Analyst	\$125 - \$130
Administrative Assistant	\$100

Note: Billing rates are subject to change based on annual reviews and salary increases.

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **EXHIBIT B**, Project Budget Summary. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is

resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

#### **ARTICLE 4 OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of City** – The Project is the property of City, and, apart from Consultant’s pre-existing standard details, drawings, and specifications, Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials without City’s prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **EXHIBIT A**, Scope of Services. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this

Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **EXHIBIT A**, Scope of Services, to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

## **ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **EXHIBIT C**, Contractor's Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **EXHIBIT C**, Contractor's Insurance Guidelines, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized

to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **EXHIBIT C**, Contractor’s Insurance Guidelines, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **EXHIBIT C**, Contractor’s Insurance Guidelines, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

## **ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept based on generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

## **ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE**

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such

representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **EXHIBIT D** and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Form 1295 Certificate of Interested Parties, attached hereto as **EXHIBIT E** and incorporated herein for all purposes, and the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **EXHIBIT E** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

## **ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES**

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event, it may make good the deficiency in which the default consists and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

## **ARTICLE 9 DISPUTE RESOLUTION/MEDIATION**

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement,

or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

**ARTICLE 10  
INDEMNITY**

**CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “CITY” FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REIMBURSEMENT OF REASONABLE**

**ATTORNEY’S FEES IN PROPORTION TO CONSULTANT’S LIABILITY (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) TO THE EXTENT RESULTING FROM THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, “CLAIMS”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “CLAIMS” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONSULTANT, INCLUDING BUT NOT LIMITED**

TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. EXCEPT TO THE EXTENT NOT REQUIRED BY APPLICABLE LAW CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH FEDERAL IMMIGRATION CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. FURTHERMORE, CONSULTANT'S DUTY TO DEFEND SHALL EXCLUDE CLAIMS MADE AGAINST PROFESSIONAL LIABILITY. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS

ARTICLE 10 ARE LIMITED BY, AND TO BE AMENDED TO COMPLY WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

TO THE EXTENT REQUIRED BY APPLICABLE LAW CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS

SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

#### ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to it at:

Cliff Blackwell  
Interim City Manager  
City of Bedford  
2000 Forest Ridge Drive  
Bedford, Texas 76021

If to Consultant, addressed to it at:

**NewGen Strategies & Solutions, LLC**  
275 W. Campbell Road  
Suite 440  
Richardson, TX 75080  
972-680-2000

**ARTICLE 12  
MISCELLANEOUS**

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:
- 12.1.1 **EXHIBIT A**, Scope of Services.
- 12.1.2 **EXHIBIT B**, Project Budget Summary.
- 12.1.3 **EXHIBIT C**, Contractor’s Insurance Guidelines.
- 12.1.4 **EXHIBIT D**, Prohibited Interest Affidavit.
- 12.1.7 **EXHIBIT E**, Form 1295 Certificate of Interested Parties.
- 12.1.8 **EXHIBIT F**, Conflict of Interest Questionnaire, Form CIQ.
- 12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.
- 12.3 **Attorney’s Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorney’s fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV’T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in

accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Tarrant County, Texas.

- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in several identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed

according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2018-2019 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2018-2019 fiscal year unless and until such funds are budgeted.
- 12.23 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors,

assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

- 12.24 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

**CITY:**

**City of Bedford, Texas,**  
a Texas home-rule municipality

**CONSULTANT:**

**NewGen Strategies & Solutions, LLC**  
A Texas corporation

By: \_\_\_\_\_  
Cliff Blackwell,  
Interim City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chris Ekrot,  
Chief Financial Officer

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
L. Stanton Lowry,  
City Attorney

Date: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT    §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **CLIFFORD BLACKWELL**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE7 FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE CITY MANAGER AND DULY AUTHORIZED REPRESENTATIVE FOR THE **CITY OF BEDFORD, TEXAS**, A TEXAS HOME-RULE MUNICIPALITY, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_    §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **NewGen Strategies & Solutions, LLC**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRINCIPAL AND DULY AUTHORIZED REPRESENTATIVE FOR NEWGEN STRATEGIES & SOLUTIONS, A TEXAS CORPORATION, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: \_\_\_\_\_



**CITY OF BEDFORD, TEXAS  
2000 FOREST RIDGE DRIVE  
BEDFORD, TX 76021**

**REQUEST FOR PROPOSAL  
2020-01**

**Utility Rate Study Services**

Proposal Closing Date: 2:00 P.M.(CDT), **February 14, 2020**  
Original and Three (3) copies and one electronic copy required.

Contact: City of Bedford, TX  
City Manager's Office  
Clifford Blackwell, CGFO  
[Cliff.Blackwell@bedfordtx.gov](mailto:Cliff.Blackwell@bedfordtx.gov)  
817-952-2106

**PROPOSALS SUBMITTED AFTER THE ABOVE DEADLINE WILL NOT BE  
ACCEPTED**

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## **PURPOSE**

The City of Bedford is requesting proposals from qualified consultants to conduct an annual comprehensive Water and Sewer Rate Study. The purpose of the study is to independently assess and evaluate the City's existing water and sewer rates using financial and consumption information and provide recommendations for water and sewer rates for all customer classes.

## **SCOPE OF WORK**

The broad objective of the study is to determine the adequacy and most appropriate rate structure for water and sewer rates to customers considering such issues as conservation, consumption characteristics of various customer types, deviation from cost of service principles, and fairness and equity considerations.

The study will be based on a comprehensive review of the City's water and sewer funds and budgets, current rates and charges, customer classes, current usage data, water and sewer debt expenses, future planned growth of the City and any other information deemed necessary. The study should consider and make provision for the following factors:

1. Current and future costs, including operating expenses and debt service on existing and future bonds, providing water production and distribution, and wastewater collection, transmission, and treatment, following established and anticipated standards and regulations.
2. The impact on rates should the City issue additional debt for capital improvement projects.
3. Current costs of providing specific services for individual customers, including but not limited to new connections, disconnects, late fees, deposits.
4. Other impacts as identified.

### **The term "bid" and the term "proposal" in this document have the same meaning.**

The request for proposal (RFP) is made for furnishing the materials/services for the City of Bedford, Texas ("the City"). The undersigned declares that the amount and nature of the services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications, or conditions to be overcome, or pleaded after the bids are opened.

The undersigned, in submitting this bid, represents that they are an equal opportunity employer, and will not discriminate based on race, religion, color, national origin, age or sex in the performance of this contract.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder. That the contents of this document, as to prices, terms or conditions of said bid have not been communicated by the undersigned, nor by any

employee, agent, or to any other person engaged in this type of business, prior to the official opening of this bid.

### **SCHEDULE OF IMPORTANT DATES**

- |   |                               |
|---|-------------------------------|
| - RFP published in a newspaper (distributed to firms)   | <b>January 12, 2020</b>       |
| - RFP published in a newspaper, second consecutive week | <b>January 19, 2020</b>       |
| - Non mandatory pre-bid meeting                         | <b>January 31, 2020</b>       |
| - Deadline for questions and inquiries                  | <b>February 3, 2020</b>       |
| - Deadline for proposal submission                      | <b>February 14, 2020</b>      |
| - Firm evaluation and possible interview                | <b>February 17 – 28, 2020</b> |
| - Contract award  | <b>March 10, 2020</b>         |

### **RECEIPT AND OPENING OF PROPOSALS**

The City of Bedford, (hereinafter called "City") invites proposals on the form attached hereto. Sealed Proposals shall be submitted, **including one (1) marked original and three (3) marked copy and one (1) digital copy on a flash drive** on the original forms and clearly marked with project number and description. This form must be fully completed and signed by an authorized agent when submitted. When submitting bound proposals; staples, paper clips, binder clips and 3-ring binders are acceptable forms of binding. The name and address of firm shall be marked on the outside of the proposal, as well as the **project number (2020-01)** and **name**. Any variance in any item must be specified clearly under the Exceptions to Proposal in order to be valid. Any exceptions may be just cause for disqualification

### **EVALUATION PROCESS**

All submitted proposals will be reviewed by the City of Bedford for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. A sample of the professional services agreement is provided in this RFP packet. Once the firm has been selected, the City will negotiate and submit the agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

### **EVALUATION CRITERIA**

- |     |   |
|-----|---|
| 30% | The Bidder's ability to satisfy the requirements of the RFP |
| 30% | The Bidder's quality of goods/services and the reputation   |
| 20% | The Bidder's cost for the goods/services                    |

- 10% The Bidders qualifications and experience
- 10% References: Feedback from current customers

## **PROPOSAL CONSIDERATION AND TABULATION**

Submitted proposals will be reviewed by a selection committee. Selection will be based on the responsible firm's proposal, determined by the selection committee, to be the best value for the City of Bedford based on the evaluation criteria shown herein.

The City of Bedford will contract with only one firm for the services identified in this RFP. Until final award of the contract, the City reserves the right to:

- Accept or reject any or all proposals as a result of this RFP.
- Negotiate with all qualified sources.
- Cancel, in part or in its entirety, this RFP if found in best interest of the City.
- Retain all submitted proposals as property of the City.
- Waive any informalities and technicalities and accept the offer considered best value for the City.
- Request additional information or clarification from the offerors during the proposal evaluation process.
- Require offerors to attend a pre-proposal conference, if necessary.
- Conduct reference checks, as needed, to evaluate submitted proposals.
- Terminate, without liability, any contract or contract extension for which funding is not available, in accordance with Local Government Code 271.903.
- Request a new utility rate model and rate design.
- Accept a contract term that exceeds one year.

The City of Bedford may request the firm to perform other studies or services not specifically provided for under this request for proposal. If such a request is made, the firm shall submit, at the City's request, a separate proposal for completing the engagement, along with a proposed fee schedule. The City reserves the right to contract any additional studies with whomever they chose.

The following items will be considered when an award is based on best value:

- The reputation of the bidder, its relationship with the City and its goods or services.
- The quality of the bidder's goods or services in order to meet the City's needs.
- The total cost to the City to acquire the bidder's goods or services.
- The qualifications and overall experience of the bidder and its team.
- Any relevant criteria specifically listed in the request for proposals.

## **PROPOSAL SUBMISSION**

Proposals may be submitted in person or by mail.

- To submit proposals in person, deliver to the City Secretary's Office:
  - **ATTN: Clifford Blackwell, 2000 Forest Ridge Drive, Building B, Bedford, TX 76021.**
  
- To submit proposals by mail, send to the City Secretary's Office:
  - **ATTN: Clifford Blackwell, 2000 Forest Ridge Drive, Building A, Bedford TX 76021.**
  
- To submit a proposal, all documents must be included, and a signature provided on the proposal sheet.
- Proposals will not be accepted without a signature.
- Please note: The City of Bedford is not responsible for mail service.

## **CANCELLATION OF PROPOSALS**

Proposals may be cancelled with 30 days written notice with good cause.

## **QUALIFICATIONS OF PROPOSER**

At the time of opening of Proposals, each proposer will be presumed to be thoroughly familiar with any specifications, addenda, and contract documents included in the proposal packet. The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation in respect of his/her proposal.

The City may make such investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all such information and data for this purpose that the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Proposer fails to satisfy the City such that proposer is properly qualified to carry out the obligations of the contract and to the complete the work described therein. Conditional proposals will not be accepted.

## **GENERAL INFORMATION**

The City of Bedford is a predominately residential community of approximately 9.1 square miles located in Tarrant County, near major transportation links between Dallas and Fort Worth. It was incorporated in 1953 under the general laws of the state of Texas, and it became a home rule city once the voters approved the current charter in 1966. Bedford operates under the Council/Manager form of government. The City's water and sewer services are funded with user charges set by the City Council to ensure adequate coverage of operating expenses and payments on outstanding debt. The water and sewer system serve the needs of approximately 49,526 people. Its

primary water source comes from the Trinity River Authority. But it also draws from the Trinity Aquifer through two deep water wells. The water portion of the system includes 192 miles of mains and has a storage capacity of 5.25 million gallons. There are approximately 15,268 connections to the system, of which 90% are residential, 5% are commercial, and 5% apartment/irrigation. The City produced nearly 2.3 billion gallons of water in 2017, 2.3 billion gallons in 2018 and 2.3 billion gallons for 2019. The system is designed for a peak daily capacity of 16.2 million gallons per day (“MGD”) with 8 hours of recovery time. The average daily use is 6.2 MGD and the peak daily use is 11.7 MGD.

The sewer portion of the utility system consists of 198 miles of mains with a capacity of 10.0 MGD. The City treats an average of 4.4 MGD with a peak that has reached 6.5 MGD. Approximately 99% of the water customers’ connections are also sewer system

### **WATER AND SEWER RATES**

The City currently serves 23,246 water customers and 22,781 sewer customers. This includes the apartment complexes that bill directly to units for water usage, considering there’s one meter connection per building.

Beginning in 2013, the City implemented a pass-through volume rate increase for water and sewer rates, because it could no longer afford to absorb the increases from its wholesale provider, the Trinity River Authority (TRA). The City of Bedford entered a 50-year agreement for groundwater usage and distribution services, as well as wastewater collection services, with TRA. Since implementing the pass-through rate adjustments, the City’s rate model has been able to sustain the necessary revenue requirements to cover the cost for services.

The City has always used a utility rate model to analyze the cost of services. In addition, the model structures the rate design is to be a base rate with no consumption, and one volume rate. Bedford offers a discount for water account holders age 65 and older. The discount is only on the base rate.

Detailed information regarding the City and its utility rates can be found on the City’s website at <https://bedfordtx.gov/203/Water-Utility-Billing>. Information regarding the City’s Water & Sewer Utility can be found in the City’s Operating Budget, Capital Improvement Program (CIP) Budget, and Comprehensive Annual Financial Report (CAFR. All these documents can be found on the City’s website at <https://bedfordtx.gov/296/Financial-Transparency>.

## **OBJECTIVES**

The objectives to be achieved within the scope of the engagement are:

- A. To develop the bases to be used to project the units of service and cost of service for the utility over a five-year planning period.
- B. To identify the full cost of water and sewer services over the five-year planning period based on the proposed budget and trend analysis.
- C. To develop proposed water and sewer rates which will provide enough annual revenues to meet expenses for all operating and non-operating costs, as well as the following adequacy tests over the planning period:
  - a. Minimum reserve level of 90 days (25%)
  - b. Minimum revenue debt coverage test of 1.40 times average annual debt service
- D. To prepare financial projections using these rates, supplemented by a description of the key assumptions underlying the projections.
- E. To create an executive summary documenting the findings and recommendations.
- F. To present the findings and recommendations in a public meeting.

## **PROPOSAL**

The proposal should demonstrate the qualifications, competence, and experience in performing cost of service and rate studies for city-owned water and sewer utilities. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's abilities to satisfy the requirements of the request for proposals.

Proposals from qualified firms will include the information listed below, as a minimum, in the following format to be considered.

- A. Firm Profile: A description of the consulting firm, the physical location of the office from which the work will be performed and where the assigned staff is located, the physical location of the firms' corporate office, and its history and the services offered.
- B. Project Team Profile: A brief resume of firm staff that will be assigned to the project and their related experience and qualifications in water and sewer rate studies.
- C. Description of Study Understanding: A statement of your understanding of the scope of work.
- D. Methodology: Work plan detailing the technical approach, methodology, and tasks necessary for completing the study. Include a brief outline and/or list of

information that will be required by city staff. Also include a work plan and approach for a potential presentation to the City Council.

- (a) A clear understanding of the scope must be evident in the proposal.
  - (b) Timeline for the proposed agreement/contract and staff which will be assigned to complete each part of the scope of work included in the RFP.
  - (c) Specify the duties and responsibilities of the firm and those of the City.
- E. Cost: Include the total cost of the agreement on an annual basis.
- F. Legal Action: Describe any legal actions taken or pending against the firm during the past three (3) years. Also describe any disciplinary action taken or pending against the firm during the past three (3) years by any regulatory bodies or professional organizations.
- G. Describe the City staff support expected for this project.
- H. Schedule: A description of your proposed schedule and timeline of the annual study.
- I. References: List three (3) references for which the firm or team has performed municipal water and sewer rate studies. If possible, references should be from entities that utilize Tyler Technologies utility billing software.
- J. Insurance: Proposers shall provide information showing proof of professional liability insurance (see Item 6.2).
- K. Conflict of Interest Disclosure Statement: Proposers shall provide this disclosure.

## **LAWS AND REGULATIONS**

The Proposer's attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

The successful Proposer shall be responsible for the receipt and payment of any local, state, or federal permits required for the Proposal, if applicable.

## **CONFLICT OF INTEREST**

Chapter 176 of the Texas Local Government Code requires that any person who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of an officer, as described by Texas Local Government Code Section 176.006 shall file a complete

Conflict of Interest Questionnaire with the Assistant City Manager or designee within seven (7) days after the latter: 1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is available online from the Texas Ethic Commission, <https://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed Conflict of Interest Questionnaire's may be mailed or delivered to the City Secretary's Office, Building A, 2000 Forest Ridge Drive, Bedford, TX 76021. Please consult your own legal advisor if you have questions regarding the statute or this form.

### **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES**

Pursuant to Section 2252.151 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract with companies that engage in business with Iran, Sudan, or known foreign terrorist organizations. These companies will be identified on a list prepared and maintained by the Texas State Comptroller.

### **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Pursuant to Section 2270 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. A completed House Bill 89 Verification Form include will be required prior to award of bid.

### **DISCLOSURE OF INTERESTED PARTIES**

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, most business entities entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties (Form 1295) to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has created a website application for business entities to submit the information and requires that the form be filed electronically. Prior to a contract being submitted to City Council, the successful proposer must complete Form 1295 on the TEC website, with a hard copy submitted the City. This form is **NOT** required unless there is a contract between the vendor and the City and should NOT be included with the proposal response.

The only exceptions to this requirement will be:

- Publicly traded companies, including wholly owned subsidiaries
- Electric Utilities
- Gas Utilities

## **EXHIBIT 1 SPECIFICATIONS**

### **A. GENERAL**

#### **1. PROPOSAL OBJECTIVES**

Provide the City with a proposal for a Cost of Service and Utility Rate Study for the City's service area. The rates designed by the project team will recover the costs associated with providing services to the City's customers at a fair and equitable rate.

The goal of the study is to achieve a water and sewer rate structure that will assure adequate revenues for operations, maintenance, debt service retirement, capital improvements, and to ensure that each service is able to be operated and maintained on a self-sustaining basis. This project is critical to the City's financial planning process. Therefore, it is imperative that the project team work closely with City staff to ensure that this project identifies all elements of the City's costs of service, and designs rates and an implementation plan that recovers those costs. The project team should not only determine "cost of service rates" that are adequate to enable the City to meet its cost obligations but should also work closely with the City to identify rate design options that most closely meet the City's goals and objectives. The proposed rates should be feasible in implementation and easily understood by the City's customers. Specific elements to be considered during this analysis include adequacy of the City's current rate structure, projected demands and water supply, age and condition of the systems, funding requirements for all current and future long-term debt, demand and operational requirements, and the City's water and sewer fee structure.

The study should determine cost-of-service based rates to be charged by the City to its customers that are fair and equitable in application. To do this the project team will perform a five-year cost-of-service and rate design study that will evaluate the rates charged to the City's customers.

#### **2. RESPONDENT REQUIREMENTS**

The successful firm will have the following:

- a) Principals, project managers & technical staff that clearly understand the City's operating environment, along with long-term and short-term goals;
- b) Project team members who have previously worked for municipal utilities, bringing a thorough understanding of the specific challenges facing the City;
- c) Project team members committed to providing value-added services to the City which go beyond simply the performance of a rate study, but assisting the City in planning for the future of its Water and Wastewater Utility;
- d) A lead rate analyst who is experienced in the performance of cost of service and rate design studies for numerous entities throughout the U.S.;
- e) Responsiveness and constant communication with the City.

- f) This project does not require the services described in Chapter 2254 of the Government Code otherwise known as the Professional Services Procurement Act.

### **3. PROPOSAL REQUIREMENTS**

These Items should be included in the proposal:

- a) Understanding of Project and Project Goals
- b) Proposed Work Plan
  - a. Project Approach
  - b. Work Plan
- c) Project Team
  - a. Company Background
  - b. Project Team
- d) Prior Work Experience/Qualifications
  - a. Most Relevant Work Experience
  - b. Additional References
- e) Resumes of Project Team Members
- f) Project Timing & Schedule
- g) Fees
  - a. Total fee
  - b. Schedule of Fees

## **EXHIBIT 2 ADDITIONAL SERVICES (OPTIONAL BID)**

The City of Bedford also invites proposals from qualified firms to conduct a comprehensive stormwater fee study. The study will include recommendations to update the City's stormwater fees and the plan to meet the City's stormwater regulatory compliance requirements, infrastructure improvements, and ongoing operational and maintenance needs. The selected firm will likely provide the full range of services for the project, although there may be exceptions.

The City currently assesses a monthly stormwater utility fee among two parcel categories: 1) single-family property and 2) developed property (City Ordinance sec. 118-149). The monthly stormwater utility fee for all properties is calculated by multiplying the total number of single-family units (SFU) per parcel by the SFU rate. The current SFU rates are: 1) \$4.50 per month for single-family unit, and 2) \$4.00 per month for single-family unit age 65 and older. The Public Works department is responsible for determining the impervious and vegetated areas of developed property in order to calculate a monthly stormwater utility fee that equates to \$4.50 multiplied by the impervious and vegetated area calculations.

The stormwater utility has a total operations and maintenance cost of \$1.8 million, which is matched by the total revenue generated by the utility fees. However, the City has initiated a complete assessment of the stormwater system city-wide. The results of the assessment will determine the areas that will require major infrastructure improvements. Without a comprehensive study, the City of Bedford will not be able to establish a utility fee suitable to issue new debt for infrastructure improvements. Therefore, a new stormwater study will be required.

**\*\*SAMPLE\*\***  
**AGREEMENT**

**BETWEEN**

**THE CITY OF BEDFORD, TEXAS**

**AND**

**NAME OF CONSULTANT FIRM.**

**FOR**

**PROFESSIONAL SERVICES**

Made as of this 1<sup>st</sup> day of January 2020:

Between City:

**The City of Bedford, Texas**  
2000 Forest Ridge Drive  
Bedford, Texas 76021  
Telephone: (817) 952-2106

and Consultant:

**Name of Consultant Firm**  
**Address of the Consultant Firm**  
City, TX Zip code  
Telephone: (XXX) 111-0000

for the following Project: **Name of the Professional Services Project-**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between The City of Bedford, Texas, a home-rule municipality ("City"), and Name of Firm, a \_\_\_\_\_ Corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

**WHEREAS**, City desires to engage the services of Consultant to provide professional services for a **Utility Rate Study** ("Project"); and

**WHEREAS**, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

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

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1  
CONSULTANT'S SERVICES**

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **EXHIBIT A**, attached hereto and incorporated herein by reference for all purposes (“Scope of Services”). The parties understand and agree that deviations or modifications to the Scope of Services described in **EXHIBIT A**, in the form of written change orders, may be authorized from time to time by City (“Change Order(s)”).
  - 1.2.1 **Requirement of Written Change Order** – “Extra” work, “claims” invoiced as “extra” work or “claims” which have not been issued as a duly executed, written Change Order by the Bedford City Manager will not be authorized for payment and/or shall not become part of the subcontracts.
  - 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY “EXTRA” WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE BEDFORD CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **EXHIBIT B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing architectural engineering standard of care by exercising the skill and care ordinarily utilized by architectural engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

## ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City or the authorized Project Manager shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services. The Project Manager is not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

## ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump sum basis in an amount of **FEE and 00/100 dollars (\$XX,XXX.00)**; and (b) for Special Services, on a cost-plus basis in an amount not to exceed **FEE and 00/100 dollars (\$XX,XXX.00)** (collectively, "Consultant's Fee"); and (c) shall be paid in accordance with this Article 3 and the Project Budget Summary as set forth in **EXHIBIT B**.
  - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in Consultant's Fee and considered to be within the Scope of Services defined under this Agreement."
  - 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit findings in writing to City or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

- 3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in **EXHIBIT B**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant’s subsequent payment for Services; provided, however, that this shall not be City’s sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **EXHIBIT A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph (“Additional Services”) and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **EXHIBIT A**.
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **EXHIBIT A**.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **EXHIBIT A**.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **EXHIBIT A**.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

**Hourly Billable Rates by Position**

<i>Name</i>	<i>Position</i>	<i>Hourly Rate</i>
--	Senior Professional I	\$ -
--	Senior Professional II	\$ -
--	Professional	\$ -
--	Analyst	\$ -
--	Designer	\$ -
--	Technical Support	\$ -
--	Clerical / Admin Support	\$ -
--		

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **EXHIBIT B**, Project Budget Summary. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to

exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

#### **ARTICLE 4 OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of City** – The Project is the property of City, and, apart from Consultant’s pre-existing standard details, drawings, and specifications, Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials without City’s prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in EXHIBIT A, Scope of Services. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in EXHIBIT A, Scope of Services, to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant’s permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations,

modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

## **ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **EXHIBIT C**, Contractor's Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **EXHIBIT C**, Contractor's Insurance Guidelines, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **EXHIBIT C**, Contractor's Insurance Guidelines, Consultant shall procure

and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **EXHIBIT C**, Contractor's Insurance Guidelines, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

## **ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept based on generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

## **ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE**

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **EXHIBIT D** and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Form 1295 Certificate of Interested Parties, attached hereto as **EXHIBIT E** and incorporated herein for all purposes, and the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **EXHIBIT E** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

## **ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES**

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event, it may make good the deficiency in which the default consists and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

## **ARTICLE 9 DISPUTE RESOLUTION/MEDIATION**

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

## **ARTICLE 10 INDEMNITY**

**CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY") FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REIMBURSEMENT OF REASONABLE**

ATTORNEY'S FEES IN PROPORTION TO CONSULTANT'S LIABILITY (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) TO THE EXTENT RESULTING FROM THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. EXCEPT TO THE EXTENT NOT REQUIRED BY APPLICABLE LAW CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH FEDERAL IMMIGRATION CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT

REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. FURTHERMORE, CONSULTANT'S DUTY TO DEFEND SHALL EXCLUDE CLAIMS MADE AGAINST PROFESSIONAL LIABILITY. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE AMENDED TO COMPLY WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

TO THE EXTENT REQUIRED BY APPLICABLE LAW CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

#### ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may

be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to it at:

Brian Bosshardt  
City Manager  
City of Bedford  
2000 Forest Ridge Drive  
Bedford, Texas 76021

If to Consultant, addressed to it at:

Contact Person  
Title of Contact Person  
Name of Consultant Firm.  
Address  
City, TX Zip code

**ARTICLE 12  
MISCELLANEOUS**

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:
- 12.1.1 **EXHIBIT A**, Scope of Services.
- 12.1.2 **EXHIBIT B**, Project Budget Summary.
- 12.1.3 **EXHIBIT C**, Contractor’s Insurance Guidelines.
- 12.1.4 **EXHIBIT D**, Prohibited Interest Affidavit.
- 12.1.7 **EXHIBIT E**, Form 1295 Certificate of Interested Parties.
- 12.1.8 **EXHIBIT F**, Conflict of Interest Questionnaire, Form CIQ.
- 12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.
- 12.3 **Attorney’s Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorney’s fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV’T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law

principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Tarrant County, Texas.

- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in several identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2018-2019 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2018-2019 fiscal year unless and until such funds are budgeted.
- 12.23 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.
- 12.24 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees

and/or any other authorized third parties for whom City is legally responsible.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

**CITY:**

**City of Bedford, Texas,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Brian D. Bosshardt,  
City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

**Name of Consultant Firm**  
A Texas corporation

By: \_\_\_\_\_  
**Name of Owner,**  
**Principal**

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
L. Stanton Lowry,  
City Attorney

Date: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **BRIAN D. BOSSHARDT**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE CITY MANAGER AND DULY AUTHORIZED REPRESENTATIVE FOR THE **CITY OF BEDFORD, TEXAS**, A TEXAS HOME-RULE MUNICIPALITY, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **NAME OF OWNER**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRINCIPAL AND DULY AUTHORIZED REPRESENTATIVE FOR **NAME OF CONSULTANT FIRM**, A TEXAS CORPORATION, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: \_\_\_\_\_

## **EXHIBIT A SCOPE OF SERVICES**

This exhibit will be completed by the firm, once a contract is submitted for approval. The firm will outline its understanding of the project.

It will outline further details in specific steps, that may include dividing the project in phases. Therefore, each phase will be captured and specified in this exhibit.

The firm will also highlight the usage of certain instruments for the project. For instance, with respect to the utility rate study, this will include the type of model used in the study.

The firm will also be expected to provide deliverables and presentation(s) on the study's results. This, too, will be outlined in this exhibit, among any additional services.

**EXHIBIT B  
PROJECT BUDGET SUMMARY**

The firm will use this exhibit to showcase the timeline for the phases.

<i>Research + Planning</i>	<i>2 Weeks</i>
<i>Demand Analysis</i>	<i>2 Weeks</i>
<i>Update on the rate model</i>	<i>3 Weeks</i>
<i>Deliverables + Presentation</i>	<i>1 Week</i>

**Consultant's Fee**

The firm will outline the total cost. The cost may be broken down into phases.

	<b>Base Fee</b>
<i>Research + Planning</i>	<i>\$XX,XXX</i>
<i>Demand Analysis</i>	<i>\$XX,XXX</i>
<i>Updating the model</i>	<i>\$XX,XXX</i>
<i>Deliverables + Presentation</i>	<i><u>\$X,XXX</u></i>
<b>Total</b>	<b><i>\$XX,XXX</i></b>

**EXHIBIT C  
CONTRACTOR’S INSURANCE GUIDELINES**

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**I. REQUIREMENT OF GENERAL LIABILITY INSURANCE –**

- A. All policies shall name the City of Bedford, its officers, agents, representatives and employees as additional insured as to all applicable coverage except for workers compensation insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

**II. INSURANCE COMPANY QUALIFICATION –** All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

**III. CERTIFICATE OF INSURANCE –** A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

**IV. INSURANCE CHECKLIST –** “X” means that the following coverage(s) is required for this Agreement.

<b>Coverage Required</b>		<b>Limits</b>	
<u>X</u>	1. Worker’s Compensation & Employer’s Liability	<ul style="list-style-type: none"> <li>▪ Statutory Limits of the State of Texas</li> </ul>	
<u>X</u>	2. General Liability	<ul style="list-style-type: none"> <li>▪ Minimum \$1,000,000.00 each occurrence;</li> <li>▪ Minimum \$2,000,000.00 in the aggregate.</li> </ul>	
___	3. XCU Coverage	<ul style="list-style-type: none"> <li>▪ Minimum \$1,000,000.00 each occurrence;</li> <li>▪ Minimum \$2,000,000.00 in the aggregate.</li> </ul>	

**EXHIBIT C  
CONTRACTOR'S INSURANCE GUIDELINES**

---

- X   4. Professional Liability
- Minimum \$ 1,000,000.00 each claim;
  - Minimum \$ 2,000,000.00 in the aggregate.
- 
5. Umbrella Coverage or Excess Liability Coverage
- An amount of \$ 2,000,000.00.
- 
- X   6. City named as additional insured on General Liability Policy. This coverage is primary to all other coverage the City may possess.
- X   7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.
- X   8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X   9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X   10. The Certificate of Insurance must state the project title and bid number.
11. Other Insurance Requirements (State Below):

**EXHIBIT D  
PROHIBITED INTEREST AFFIDAVIT**

THE STATE OF TEXAS                    §  
   §  
THE COUNTY OF \_\_\_\_\_ §

I, \_\_\_\_\_, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

\_\_\_\_\_ Ownership of ten percent (10%) or more of the voting shares of the business entity.

\_\_\_\_\_ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.

\_\_\_\_\_ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

\_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

\_\_\_\_\_ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

\_\_\_\_\_ Other: \_\_\_\_\_.

None of the Above.

Upon filing this affidavit with the City of Bedford, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the TEX. GOV'T CODE, is a member of a public body which acted on the agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Jeff Payne \_\_\_\_\_ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT E  
FORM 1295 CERTIFICATE OF INTERESTED PARTIES**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>  <div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.5; pointer-events: none;">                     Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b>			
<b>4</b>		<b>Nature of Interest (check applicable)</b>	
<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Controlling</b>	<b>Intermediary</b>
<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>			
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address is _____, _____, _____, _____, _____. (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year)  _____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

# CITY OF BEDFORD TEXAS

Subject: REQUEST FOR PROPOSAL UTILITY RATE STUDY SERVICES RFP 2020-01  
From: Maria Joyner, Director of Finance  
Date: February 3, 2020

## **THIS NOTICE SHALL SERVE AS ADDENDUM NO. 1 TO THE ABOVE REFERENCED REQUEST FOR PROPOSALS**

On January 12, 2020, and January 19, 2020, the City of Bedford, TX advertised RFP 2020-01 in the Fort Worth Star Telegram. On Friday, January 31, 2020, 11:00 AM, the City held a pre-bid meeting. Several questions were received regarding the RFP. Below is a list of questions that were received and the City's official response to the questions:

### **Should the firms submit a proposal that covers multiple year?**

City - Yes. The proposal should cover 3 – 5 years.

### **Will the firm be required to update the Impervious surface information?**

City - No.

### **What is the desired implementation date?**

City - October 1, 2020

### **Will the City provide a raw data dump of the Water/Sewer information if requested by the vendor?**

Yes, the City can provide a raw data dump that includes:

- Meter sizes
- Consumption
- Meter Class

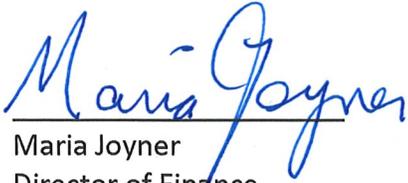
**City:** The City expects that the firm hired will learn about our current billing processes and procedures and review the layout, format of our utility bills. As part of this, it may require questions about our operational processes, but the City is not requesting an overall operations process review. The cost savings or increases must be explicitly noted, not only in total amount, but also in the impact on the proposed rate change.

**City:** The City is not just looking at a rate change, but is also looking at possible process changes based on policies that will affect the rates and will allow the City to provide better service to our customers and/or improve City staff efficiency or workload. The City desires the selected firm to be an advisor as well based on the firms experience with other Texas utilities.

**City:** The consultant will develop a computerized rate model that will be provided to the City at the conclusion of the study. The model should be developed with the following characteristics

- Model must be developed using Microsoft Excel applications.
- Model should allow for updating of consumption patterns by customer classification.

- Model should allow for updating of operating, debt service and capital costs.
- Model should include pre-defined graphical presentation of consumption, revenue and expense data.
- Model should integrate the revenue produced by rates with the Utility fund financial plan.
- Consultant will train city personnel to periodically update model costs factors and develop scenarios by rate and customer class.



Maria Joyner  
Director of Finance  
City of Bedford, Texas

ANY ADDENDA TO THE RFP SPECIFICATIONS ISSUED DURING THE PERIOD BETWEEN ISSUANCE OF THE RFP AND RECEIPT OF RFPS ARE TO BE CONSIDERED COVERED IN THE RFP AND IN AWARDING A CONTRACT THEY WILL BECOME A PART THEREOF. **RECEIPT OF ADDENDA SHOULD BE ACKNOWLEDGED BY VENDORS IN THEIR RFP COVER LETTER.**

## CITY OF BEDFORD - UTILITY RATE RFP PROPOSALS EVALUATION

RFP 2020-01

### RATING SHEET

CRITERIA	WEIGHT	WILLDAN	WILLDAN	RAFTELIS	RAFTELIS	NEWGEN STRATEGIES & SOLUTIONS \$34,900	NEWGEN STRATEGIES & SOLUTIONS
Cost of the the Water Utility Rate Study		\$39,900		\$42,360		\$34,900	
Hours put into the Project by the Firm		244		156		176	
Hourly Rate		\$163.52		\$271.54		\$198.30	
The Bidder's ability to satisfy the requirements of the RFP	30%	61.45	18.44	59.50	17.85	67.50	20.25
The Bidder's quality of goods/services and the reputation	30%	57.00	17.10	55.00	16.50	64.00	19.20
The Bidder's cost for the goods/services	20%	57.00	11.40	42.00	8.40	62.50	12.50
The Bidders qualifications and experience	10%	51.00	5.10	50.00	5.00	53.00	5.30
References: Feedback from current customers	10%	51.50	5.15	45.00	4.50	58.00	5.80
<b>TOTAL</b>	<b>100%</b>	277.95	<b>57.19</b>	251.50	<b>52.25</b>	305.00	<b>63.05</b>

**NEW GEN 63.05**  
**WILLDAN 57.19**  
**RAFTELIS 52.25**

<b>ESTABLISHED</b>		<b>1988</b>		<b>1993</b>		<b>2012</b>
<b>YEARS OF SERVICE</b>		<b>32</b>		<b>27</b>		<b>8</b>



# UTILITY RATE STUDY SERVICES

CITY OF BEDFORD, TEXAS



PREPARED BY:



275 W. Campbell Road  
Suite 440  
Richardson, TX 75080  
972-680-2000



275 W Campbell Road  
Suite 440  
Richardson, TX 75080  
Phone: (972) 680-2000

February 14, 2020

ATTN: Clifford Blackwell  
Interim City Manager  
2000 Forest Ridge Drive  
Building A  
Bedford, TX 76021

**Subject: Letter of Transmittal – RFP 2020-01; Utility Rate Study Services**

Dear Mr. Blackwell:

NewGen Strategies and Solutions, LLC is pleased to submit our proposal to complete a Utility Rate Study for the City of Bedford. While the enclosure to this letter sets forth our project approach, experience, qualifications, and schedule, there are a few key points we would like to emphasize:

- **Uniquely Qualified Project Team** – Our Project Team is uniquely qualified to perform this work for the City of Bedford. Over the past 40+ years, the staff of our firm has worked on similar projects addressing financial and operational challenges for hundreds of clients across the country.
- **Industry Leading Staff** – The Project Team assembled for this engagement collectively possesses decades of combined professional expertise, including the necessary leadership and experience to ensure a successful and timely completion of the Study. Our chosen Project Manager is a recognized expert before Rate Regulatory agencies in cost of service and rate design and serves as a speaker in workshops throughout the nation to instruct others in industry-approved cost of service and rate design methodologies. Additionally, our Project Team includes a former municipal finance director who brings a unique perspective to the engagement, enabling our Project Team to better understand the unique intricacies of communicating and facilitating discussions with the City Council and achieving buy-in from key decision makers.
- **Proven Methodologies Coupled with Real World Recognition** – Our Project Team will use proven industry standard methodologies when providing rate analysis. We have assembled a team with experience spanning all required fields of expertise. Analyses performed for the City will reflect industry best practices and will be consistent with generally accepted accounting principles (GAAP) and methodologies promulgated by the American Water Works Association (AWWA) and the Water Environment Federation (WEF). However, while NewGen will provide the City the correct “textbook” answer, we also recognize that a rate study is much more than a number-crunching exercise. Proper pricing of utility service involves balancing competing objectives, and our Project Team is committed to working with the City to make sure that the final recommendations reflect the unique challenges facing the City.

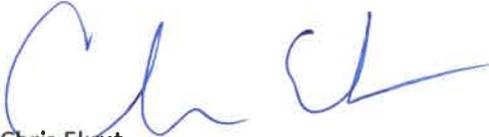
Our proposal is a firm and irrevocable offer for a period of 90 days from the date of opening. Additionally, we have reviewed the City’s standard Professional Services Agreement and have no exceptions or requested amendments to the proposed terms and conditions.

Mr. Clifford Blackwell  
February 14, 2020

We look forward to working with you on this important and interesting study. Please contact me on my direct line at (972) 232-2234, or by e-mail at [cekrut@newgenstrategies.net](mailto:cekrut@newgenstrategies.net) if you would like to discuss our Project Team or approach.

Sincerely,

**NewGen Strategies and Solutions, LLC**



Chris Ekrut  
Chief Financial Officer

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## A. FIRM PROFILE

### Firm Overview

NewGen Strategies and Solutions, LLC (NewGen) is a management and economic consulting firm specializing in serving the utility industry. We provide financial, cost of service, rate design, valuation, strategy, expert witness, stakeholder, and sustainability consulting services to a variety of clients including municipalities, counties, water supply corporations, irrigation districts, councils of government, regional planning agencies, state agencies and commissions, state and federal district courts, and federal utility agencies. Our expertise includes litigation support in state and federal regulatory proceedings, utility business and financial planning, and sustainability strategy for water, wastewater, stormwater, solid waste, electric, and natural gas utilities.

### Firm History

Our experience has been acquired while members and/or owners were at recognized national consulting groups such as R. W. Beck, Inc. (now SAIC and Leidos), Navigant Consulting, and Touche Ross & Co. (now Deloitte), and regional practices such as Reed, Stowe & Yanke. Individuals from NewGen provide the expertise gained from hundreds of cost of service and expert witness cases and filings supporting utility customers, regulatory staff, and utilities.

NewGen’s recent merger with the nationally recognized management consulting firm of Municipal & Financial Services Group (MFSG) added a team focused on assisting clients with meeting the financial and management needs of public sector infrastructure (especially in environmentally related areas such as water, wastewater, stormwater and solid waste) and in the efficient delivery of public sector services. MFSG has been a key player in shaping the industry with staff authoring and co-authoring many industry standard books regarding utility rate setting, finance, and accounting.

NewGen, a limited liability company, has experienced significant growth since our inception in 2012, driven by our market-leading expertise in helping public utilities and dedication to our clients. Today, NewGen employs a staff of over 44 professionals in nine cities across the country.

**NewGen Office Locations**



We intend to serve the City of Bedford (City) from our Dallas, Texas office, where our proposed Project Manager, Chris Ekrut, is located.

**Project-Related Experience**

The professionals at NewGen have worked hard over the years to attract and maintain a diversified staff of professionals with exceptional skills, dedication, and talent. We have built our reputation by providing clients with solutions that are based on sound principles, economic feasibility, and innovative thinking without losing sight of budget and schedule considerations and constraints. We are proud of the long-standing relationships that we have developed with our clients.

We have included a small sample of projects along with client contact information below. We encourage the City to contact these references to hear first-hand about NewGen’s quality of work and responsiveness.

### **City of Roanoke, TX – Water and Wastewater Rate Consulting Services**

**PROJECT TEAM MEMBERS:** Chris Ekrot, Matthew Garrett

**REFERENCE:** Vicki Rodriguez, CGFO, Finance Director | (817) 491-6075 | vrodriquez@roanoketexas.com

In March 2014, the City of Roanoke (Roanoke) retained NewGen to perform a Water and Wastewater Rate Study. During the initial phase of the engagement, NewGen calculated rate revenue requirements over a five-year planning horizon and analyzed rate scenarios that encouraged the utility's ability to recover its costs over the forecasted period.

The source costs of water and sewer treatment are major expenses and largely beyond the control of Roanoke. Utility expenses for source water and sewer treatment costs consumed 40% and 70%, respectively, of total budgets for each service. Through NewGen's assistance, it was determined that sewer customer rates were not reflecting the full cost of the service. Rather, surplus water revenues were partially funding wastewater-related expenses. NewGen helped establish a five-year rate plan which included a phased reduction to the volumes included as part of the minimum bill. Five thousand (5,000) gallons were included in the minimum charges for both water and sewer rates, which is unusually high relative to surrounding communities.

Effective October 1, 2014, rate adjustments for both water and wastewater were adopted to ensure a balanced stream of revenues for the Utility. The following rate recommendations were approved as Roanoke strategies and phased into in the multi-year rate plan by City Council:

- A base charge that does not include minimum water or wastewater volumes,
- Inclusion of a Senior Discount program reducing \$2 off each service, and
- Ensure all volumetric rates recover at least the unit rates of purchased water or wastewater treatment costs.

NewGen assisted staff with the update to rates the following year as Roanoke continued to implement the recommended strategies.

### **Trophy Club Municipal Utility District, TX – Water Cost of Service Rate Design Study**

**PROJECT TEAM MEMBERS:** Chris Ekrot, Michael Sommerdorf

**REFERENCE:** Steven Krolczyk, Finance Manager | (682) 831-4692 | skrolczyk@tcmud.org

In 2013, Members of NewGen were retained by Trophy Club Municipal Utility District (TCMUD) to perform a water and wastewater cost of service and rate design study for TCMUD's retail and wholesale (Public Improvement District) customers. TCMUD needed a rate increase to help fund significant capital improvement programs and a new waste treatment plant. In addition to updating the rates to reflect the current cost of providing service, several structural changes were recommended to align the rates with industry best practices. This included the development of new rate tiers for water, as well as increasing meter charges based on size to reflect customers' instantaneous demand placed on the system with using a larger-sized water meter. Consistent with best practices, NewGen also recommended removing the inclining block rate structure for wastewater and charging a flat rate for all volumes of billed wastewater.

The sewer rate increase adopted by the TCMUD was ultimately challenged, and NewGen's Project Manager served as an Expert Witness for the District in support of the recommendations in PUC Docket No. 45231. The rate protest was eventually settled with customers by amending the adopted rate design, after the PUCT concurred with the overall level of revenue recommended by NewGen's Project Team.

Annually since 2017, NewGen has been engaged by TCMUD to update their water and sewer rates in light of on-going capital needs and annual changes to TCMUD’s winter average water use.

### **City of Colleyville, TX – Water and Wastewater Rate Consulting Services**

**PROJECT TEAM MEMBERS:** Chris Ekrut

**REFERENCE:** Adrienne Lothery, Assistant City Manager | (817) 503-1112 | [alothery@colleyville.com](mailto:alothery@colleyville.com)

In May 2016, the City of Colleyville (Colleyville) retained NewGen to perform a comprehensive Water and Wastewater Cost of Service and Rate Design Study. During the initial phase of the engagement, NewGen calculated rate revenue requirements over a five-year planning horizon and analyzed rate scenarios that encouraged the Utility’s ability to recover its costs over the forecasted period.

In September 2016, NewGen participated as part of Colleyville’s Customer Rate Committee, which was tasked with recommending a new water and wastewater rate structure to City Council. Over the course of three Committee meetings, NewGen presented and facilitated discussions, with specific regards to the following:

- General philosophy behind different approaches to rate setting,
- Recommended approach to cost recovery, and
- Presentation and discussion of several rate design options for recovering Colleyville’s costs.

Through NewGen’s assistance, it was determined that rate adjustments for both water and wastewater were necessary to ensure a balanced stream of revenues for the Utility. The following rate recommendations were approved in a unanimous vote by the Committee and presented to City Council:

- Adoption of AWWA meter equivalencies in setting customer base rates,
- A base charge that does not include minimum water or wastewater volumes,
- A flat volumetric rate for water that recovers all purchased water costs, and
- A flat volumetric rate wastewater that recovers all purchased wastewater treatment costs.

### **City of Irving, TX – Water and Wastewater Rate Consulting and Wholesale Contractual Assistance**

**PROJECT TEAM MEMBERS:** Chris Ekrut, Kim Bostik

**REFERENCE:** Todd Reck, Water Utilities Director | (972) 721-2103 | [treck@cityofirving.org](mailto:treck@cityofirving.org)

NewGen was engaged by the City of Irving (Irving), Texas in August 2018 to perform a retail cost of service and rate study for Irving’s retail water and wastewater operations. As part of the engagement, NewGen developed a refined and simplified rate modeling tool to be used internally by Irving to monitor water and wastewater rates on a going forward basis. The study also reviewed Irving’s current rate study processes and procedures and provided recommendations based on current trends in the water and wastewater industry and reflective of changing regulations at the Public Utility Commission. This review included an assessment of evaporative cooling credits for industrial customers, and the potential impact of such a program on the revenue stream and administrative cost of the utility.

Coupled with the retail water and sewer rate engagement, NewGen is also assisting the City in negotiating a new wholesale raw water transmission contract. This assistance includes reviewing the financial and long-term risk impact of the wholesale customer and establishing rate methodologies and policies for administration of the wholesale relationship on a going-forward basis.

## City of Lewisville, TX – Waste and Wastewater Wholesale and Retail Rate Consulting

**PROJECT TEAM MEMBERS:** Chris Ekrut, Kim Bostik

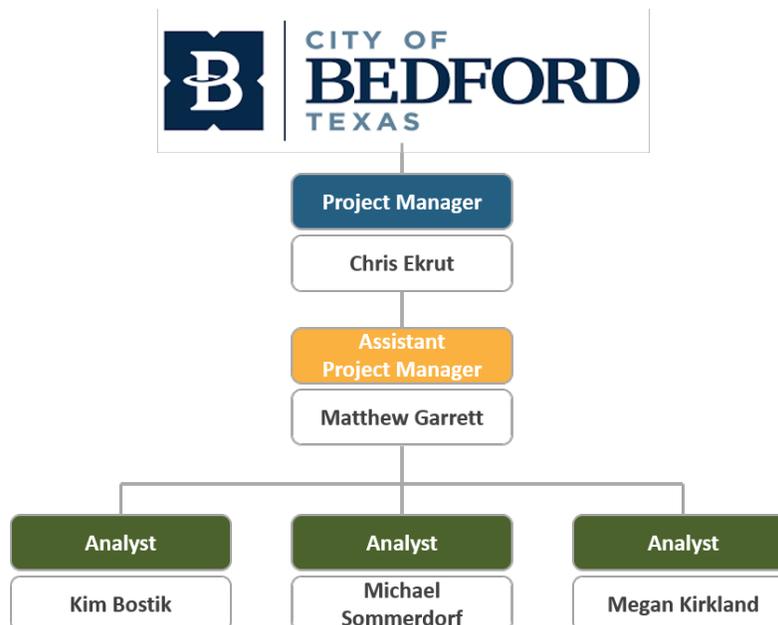
**REFERENCE:** Clifford Howard, Fiscal Services Manager | (972) 219-3422 | [choward@cityoflewisville.com](mailto:choward@cityoflewisville.com)

Members of NewGen have been providing water and wastewater wholesale retail and rate consulting services to the City of Lewisville, Texas (Lewisville) since 1988. Services provided have included the conduct of retail cost of service and rate design studies, wholesale cost of service and rate design studies, assistance in the development and negotiation of wholesale service contracts, litigation support in contested wholesale rate cases before the Texas Commission on Environmental Quality, and the development and maintenance of comprehensive water and wastewater rate models which have assisted Lewisville in the internal maintenance and administration of its wholesale and retail rate structures.

Our most recent engagement with Lewisville began in 2019 when our Project Team was requested to assist the city in updating its retail rate structure from a flat, uniform volumetric rate to an inclining block, conservation-oriented rate structure in anticipation of a large annexation which will be completed in October 2021. As part of this Study, our Project Team is performing a comprehensive evaluation of the specific usage patterns of customers within Lewisville and specific to the area being annexed. Based on this evaluation, the Project Team will provide recommendations on how to restructure retail rates to prepare for the full merger of the annexed area into the water and sewer billing structure.

## B. PROJECT TEAM PROFILE

NewGen evaluates the needs of each project and responds by assembling a Project Team of knowledgeable professionals who are uniquely qualified to provide the services needed. The Project Team includes widely recognized cost of service, rate-making and financial forecasting experts that possess unique knowledge of water and sewer resources, including stormwater. This includes knowledge of industry trends as well as best practices for water, stormwater, and sewer utilities. The proposed Project Team organizational chart below indicates the lines of communication and responsibility, followed by short bios of Project Team members. Full resumes for key personnel are included in Appendix A.



**Chris Ekrut, Chief Financial Officer**

**PROJECT ROLE:** Project Manager | **LOCATION:** Dallas, TX | **PHONE:** (972) 232-2234 | **EMAIL:** cekrut@newgenstrategies.net



Mr. Chris Ekrut, MPA, Chief Financial Officer for NewGen, will serve as Project Manager for this engagement. Mr. Ekrut has been providing consulting services since 2004, with the majority of projects centered in the water and wastewater industry around user/impact fees. Chris has filed expert witness testimony with regard to cost of service and rate design, as well as provided litigation support before rate regulatory agencies. He has conducted a number of wholesale and retail water and wastewater rate studies, developed water and wastewater rate models, storm water fee models, and assisted in the negotiation and/or litigation involving a number of wholesale water contracts. Chris also specializes in the development of Utility Business Plans and has been called on by the Texas Section of the American Water Works Association to speak on the importance of business planning for municipal and governmentally owned utilities. Chris also serves as an instructor for the national “Fundamentals of Water Cost of Service and Rate Design” class sponsored by EUCI.

**Matthew Garrett, Director**

**PROJECT ROLE:** Assistant Project Manager | **LOCATION:** Dallas, TX | **PHONE:** (972) 675-7699 | **EMAIL:** mgarrett@newgenstrategies.net



Mr. Matthew Garrett, MBA, CGFO, CPM, a Director within NewGen, will serve as Assistant Project Manager for this engagement. Mr. Garrett joined NewGen Strategies & Solutions in October 2013. Prior to joining NewGen, he served as the Finance Director for Prosper, Texas for over five years. In that capacity, Matthew oversaw not only the Budget and Accounting functions, but also managed Human Resources, Utility Billing and outsourced Information Technology contracts

During his time at NewGen, Matthew has provided a variety of client services including, but not limited to, wholesale and retail cost of service and rate design studies, general fund user fee studies, impact fee credit calculations, strategic utility services planning, economic feasibility studies, valuations, transportation fee design, utility billing system audits, process mapping of operations, stormwater fee models, franchise fee audits, CCN valuations, and litigation support.

**Kim Bostik, Senior Consultant**

**PROJECT ROLE:** Analyst | **LOCATION:** Dallas, TX | **PHONE:** (972) 590-8945 | **EMAIL:** kbostik@newgenstrategies.net



Kim Bostik is a Senior Consultant with NewGen who has provided water and wastewater rate consulting services since 2007. She has served as a risk analyst for the energy industry as well as a consultant for municipal utilities. During her consulting career, Kim has provided a variety of services to water and wastewater utilities including, but not limited to, wholesale and retail cost-of-service and rate design studies, impact fee design, economic feasibility, advanced metering procurement, CCN valuations, and litigation support.

### Michael Sommerdorf, Senior Consultant

**PROJECT ROLE:** Analyst | **LOCATION:** Dallas, TX | **PHONE:** (972) 704-1655 | **EMAIL:** msommerdorf@newgenstrategies.net



Mr. Michael Sommerdorf has been providing financial and strategic advisory for primarily environmental utility clients since 2016. Michael leads the continuous improvement of NewGen’s modeling capabilities for the Environmental practice, including enhancements to interactive dashboards, user interfaces, and AMI data analyses. Michael earned his undergraduate in Accounting from St. Edward’s University, and holds a Master of Science in Business Analytics from the University of Texas at Dallas. Michael will serve on the Project Team providing financial modeling, large data manipulation, and financial analysis services.

### Megan Kirkland, Staff Consultant

**PROJECT ROLE:** Analyst | **LOCATION:** Dallas, TX | **PHONE:** (972) 432-6218 | **EMAIL:** mkirkland@newgenstrategies.net



Ms. Megan Kirkland joined NewGen in May 2018 as a Staff Consultant and provides analytical support and assistance with industry and project research. Prior to NewGen, Megan worked with Robert Half as an Accounting Contractor, and graduated from Texas A&M with a Petroleum Engineering degree, and minor in Business Administration. Megan will assist in determining the direct and indirect cost of each service provided and will lead the data collection effort specific to the requested fee benchmarking.

## C. PROJECT UNDERSTANDING

Based on the City’s Request for Proposal, it is NewGen’s understanding that the City desires a qualified consultant to perform a comprehensive water and sewer rate study to determine the most appropriate rate structure for the City’s water and sewer rate customers. Specifically, the City is interested in the consultant performing the following:

- Determine the overall adequacy of current rates, and provide recommendations on a going-forward basis specific to appropriate rate levels and a rate design that meets the City’s defined pricing objectives;
- Ensure that any recommendations made by the Project Team adhere to the City’s defined revenue adequacy tests including, but not limited to, maintain a minimum reserve level of 90 days (or 25% of expenditures) and a minimum revenue debt coverage of 1.4x average annual debt service;
- In developing recommendations for consideration by the City Council, consider issues such as the encouragement of water conservation, the usage characteristics of individual classes of customers, and the deviation from cost of service principles coupled with the overall equity of the chosen rate structures;
- Consider both current and future costs of the City, with specific allowance for the issuance of additional debt (including adhering to any required Additional Bonds Tests) for future capital improvements from the Texas Water Development Board; and
- Consider the cost of providing customer-specific services including, but not limited to, the cost of new connections, disconnections, late fees, and customer deposits.

Based on our understanding of the City’s goals and objectives for this project, we have developed the following Work Plan to assist the City in achieving these goals and objectives.

## **D. METHODOLOGY**

NewGen’s project approach is developed to realize the City’s goals and objectives while achieving a result which is equitable, customer sensitive, industry accepted, and politically feasible. Many firms can produce a financial analysis, but few can successfully defend the results and present them in words understandable to stakeholders. NewGen prides itself on this capability and looks forward to working with the City Council in this regard.

### **Task 1 – Project Management and Data Review**

NewGen will manage all aspects of the study. This will include coordination of all activities necessary for completion of the study, project status monitoring/reporting and coordination with City staff. While we will not require a significant amount of the City staff time, our overall approach to the project is to keep the City fully informed and engaged during the study to solicit input and provide transparency. We propose to conduct periodic review meetings as well as remote meetings using web-conferencing, when appropriate.

Promptly upon receipt of notice to proceed, NewGen will submit to the City a detailed data request, identifying the data that is needed to perform the scope of work specified in the City’s RFP. This will include, at a minimum, budgetary data, the capital improvement plan, debt schedules and covenants, and billing data. As the City furnishes this data, it will be reviewed and tested for accuracy.

#### *Task 1 Deliverables*

- Data request
- Ongoing project management (including regular status updates)

### **Task 2 – Project Kickoff Meeting**

A project kickoff meeting will be held, which all key City and consultant personnel will be invited to attend. The purpose of this relatively short (about two (2) hours in duration) meeting is to review, update, and validate the proposed work plan; introduce key personnel to one another; identify any roadblocks to timely completion; agree to key dates; and establish the formal and informal reporting relationships that are necessary for a smooth project.

As part of the kickoff meeting, we will want to discuss the current financial and rate policies currently in place as they will serve as key guideposts for the study. We will also want to discuss any potential policy issues that may need to be addressed during the study. The primary goal of Task 2 is to set a strong foundation for the study ensuring all parties understand desired outcomes.

#### *Task 2 Deliverables*

- Kickoff meeting materials
- Updated scope of work and project schedule (if necessary)

### **Task 3 – Benchmarking**

While it is important that the City take action to properly fund its water and wastewater utility to meet future needs, our Project Team recognizes that the City must also remain competitive with surrounding communities. To ensure our recommendations align with the local community, NewGen will research the various issues identified in the RFP and compare the City’s practices to industry best practices as well as the practices at the identified benchmark utilities and make recommendations as appropriate. This will include the following issues, at a minimum.

- **Water Usage** – NewGen has significant experience identifying the appropriate rate structure and level of base rates to balance the competing objectives of revenue stability and conservation signaling, while adhering to industry best practices. We can guide the City through the relevant factors for consideration, summarize and convey the benchmarking results from other relevant utilities, obtain stakeholder feedback on the objectives to prioritize, and recommend the best option to achieve the City’s goals and remain compliant with industry standards.
- **Benchmarking Rates** – NewGen will summarize how the City’s water and sewer rates compare with the rates at the identified benchmark utilities. NewGen will confirm with the City which utilities to utilize for the comparison before beginning the work.

### *Task 3 Deliverables*

- Summary of research on relevant issues and benchmarking
- Recommendations on relevant policy issues

### **Task 4 – Revenue Requirements**

One of the primary tasks for the study is the identification of the cost of providing waste and sewer services. Our approach includes a detailed review of each of the costs incurred by the City (both identified and unidentified) to ensure a true cost of service is developed. An example of the unidentified costs is the cost associated with repair and replacement of buried assets, which is sometimes understated. The cost analysis can be broken down into four main categories of costs: operating and maintenance costs, capital improvements, debt service, and any contributions to reserves. The following section of our proposal describes our approach to reviewing and identifying each of these costs. The total amount of cash required on an annual basis for all purposes and from all sources constitutes the revenue requirement.

The completion of this task will provide a comprehensive 5-year forecast of system revenue requirements for the City system with the ability to change assumptions (capital financing, economic assumption, etc.) and immediately see the impact on revenue requirements.

#### **Review O&M Costs**

Using the City’s current operating budget as a starting point, we will review the adequacy of budgeted operating and maintenance costs. To the extent that costs are directly identified to specific functions of the water or sewer system, they will be so documented. O&M expenses will be forecasted based on estimated annual inflation rates at the budgetary account line item level. The forecast of operating expenditures will be based on:

- Review of historical operating expenditure increases by individual budget account line item,
- Any additional information that would increase the accuracy of the estimates (e.g., staffing increases/decreases, etc.),
- Identifying contractual commitments for future wage and benefit increases, and
- Identifying and assessing the impact of the current capital improvement program on operating expenditures.

#### **Review Capital Improvements Program**

We will review the City’s capital improvement plan for the utility systems to ensure that they are appropriate. This will be accomplished by reviewing the age, useful life, and replacement cost associated with the City’s infrastructure and equipment to identify if the planned investments result in realistic replacement schedules.

### **Evaluate Potential Financing Sources**

The types and levels of various funding sources to pay for the capital and operating costs of the utility systems will be examined, and the impacts of various approaches will be quantified. While it is presumed that all operating and maintenance costs will be funded via user rates, there are various approaches to funding capital expenses, such as cash, debt, or grants.

### **Analyze Current and Projected Debt Service**

The annual principal and interest payments for existing debt service related to the utility systems will be documented. Those projects or categories of projects contained in the CIP and which are anticipated to be debt-funded will be identified, and projections of debt service will be developed. This analysis will include consideration of debt proceeds from the Texas Water Development Board which have been committed, but not yet accepted by the City. Further, all projections of debt will include the impact of the City's agreed upon Debt Service Coverage and Additional Bonds Tests requirements.

### **Evaluate the Adequacy of Reserves**

The wise use and management of financial reserves provides many advantages to a utility, such as rate stabilization and "smooth" rate increases, as well as enhanced credit ratings and resulting interest savings. We will review the adequacy of the City's current reserves in light of City policy and our industry expertise. New reserves may be appropriate and will be evaluated, as needed. At minimum, the Project Team will ensure that our recommendations adhere to the City's established liquidity policy of 90-days expenditures.

#### ***Task 4 Deliverables***

- 5-year comprehensive forecast of water, stormwater, and sewer revenue requirements

### **Task 5 – Demand Forecast**

Task 5 consists of the development of a customer and demand forecast for the City's service area and a detailed analysis of historical customer usage to examine customer usage patterns and develop normalized consumption.

#### ***Task 5 Deliverables***

- 5-year demand forecast and customer usage analysis

### **Task 6 – Cost of Service**

The revenue requirements from rates will be allocated as necessary by class to serve as the basis for rate determination for each class. To complete the cost of service analysis, we propose to follow the methodology described in American Water Works Association (AWWA) Manual M1, *Principles of Water Rates, Fees and Charges*, for allocating water system revenue requirements and Water Environment Federation's *Financing and Charges for Wastewater Systems* (WEF Manual of Practice 27) for allocating sewer system revenue requirements. These methodologies will be discussed with the City and modified as appropriate to meet the City's overall goals and objectives.

While developing the cost of service by customer class is important, our Project Team recognizes that deviation from Cost of Service principles may be required to meet policy objectives of the City Council and to properly balance the affordability of service with the ability to pay. Our Project Team recognizes the sensitivity associated with such analysis and will seek direction from City staff on how the results of such an analysis should drive the final recommendations from the engagement.

***Task 6 Deliverables***

- Allocation of revenue requirements to customer classes based on industry standard cost allocation principles

**Task 7 – User Rate Analysis and Rate Alternatives**

Each of the City’s various rates and charges will be reviewed to determine if the structure of the rate is appropriate for accomplishing the City’s goals. There are many rate designs that comply with industry practice and will withstand legal challenge, but the policy determinations and preferences of the City are one of the most important factors in determining the preferred rate design. Ultimately the City may not need to change the current rate structure but rather change the allocation of costs among the components of the rate structure. Based on the results of the evaluation of alternative rate designs, and relying on discussions with City staff, a recommended rate design will be developed in detail, including an analysis of its impact on customer classes and typical customer bills. As requested by the City, up to three (3) varying options will be considered for final recommendation to Council.

***Task 7 Deliverables***

- 5-year rate projections of the current rate structure and up to three (3) rate alternative structures

**Task 8 – Financial Model**

As requested by the City, we will develop an easy-to-use dynamic and interactive financial model in Microsoft Excel for the City’s future use. The model will produce a series of interactive schedules, each of which will address a principal topic (e.g., O&M costs, debt service, demand/usage, cost of service, etc.). Built into the model is a series of summary-level graphics that can be used as stand-alone charts (e.g., average bill by year, total outstanding debt by year, cash balance by year, projected rate increases by year, etc.). NewGen will also provide training in how to use and maintain the model. The model, combined with training, will enable City staff to readily and easily adjust expenses, revenues, debt financing, capital projects, rates and other financial assumptions, over a multi-year period as circumstances change.

***Task 8 Deliverables***

- Excel-based model to enable review/revision of future rates

**Task 9 – Reporting**

NewGen will document all work performed in a concise narrative report. A draft of the report will be provided to City staff for review and comment. NewGen will incorporate modifications to the report suggested by City staff, where appropriate, into a final report. A PowerPoint presentation will also be developed and presented by NewGen to City Council.

***Task 9 Deliverables***

- Draft Letter Report
- PowerPoint presentation
- Final Letter Report
- Presentation of results

**E. COST PROPOSAL**

Outlined below is our Team’s proposed not-to-exceed fee to complete the proposed engagement. We propose that the project will be billed using standard billing rates listed in the table below with a not-to-exceed total project fee. Fees for services under this project will be based on actual hours of services furnished multiplied by NewGen’s billing rates.

We desire to establish a long-term working relationship with the City, and as part of this commitment, we agree to not pass-through any out-of-pocket expenses associated with this engagement. Further, NewGen recognizes that there are distinct resource limitations for our clients. Should our proposed scope and associated fee exceed the City’s available resources, we would welcome the opportunity to discuss our proposed scope and determine if adjustments could be made to better align the proposed services with the City’s goals, objectives, and available financial resources.

**Not-to-Exceed Project Budget**

A detailed not-to-exceed project budget broken down by task, personnel, and hours is provided below. To provide the City with a greater understanding of total potential costs, the total budget includes the optional, additional Stormwater Fee Study pricing. See Appendix B for full Stormwater Fee Study proposal.

Personnel	Chris Ekruat Project Manager	Matthew Garrett Asst. Project Manager	Kim Bostlik Financial Analyst	Michael Sommerdorf Financial Analyst	Megan Kirkland Financial Analyst	Total Hours by Phase
	\$290	\$250	\$185	\$185	\$145	
<b>NewGen Task</b>						
<b>UTILITY RATE STUDY (WATER AND WASTEWATER)</b>						
Task 1 - Project Management and Data Review	4	4	0	0	8	16
Task 2 - Project Kickoff Meeting	2	2	0	0	2	6
Task 3 - Benchmarking	2	4	2	0	4	12
Task 4 - Revenue Requirements	2	4	2	0	8	16
Task 5 - Demand Forecast	2	4	4	0	12	22
Task 6 - Cost of Service	4	8	4	0	12	28
Task 7 - User Rate Analysis and Rate Alternatives	2	8	4	0	14	28
Task 8 - Financial Model	2	2	0	8	4	16
Task 9 - Reporting	8	4	4	0	16	32
Labor Hours	28	40	20	8	80	176
Labor Subtotal	\$8,120	\$10,000	\$3,700	\$1,480	\$11,600	\$34,900
				Out-of-Pocket Expenses		\$0
	<b>Total Proposed Budget Utility Rate Study (Water and Wastewater)</b>					<b>\$34,900</b>
<b>ADDITIONAL SERVICES (STORMWATER FEE STUDY)</b>						
Task 3 - Billing Determinants	2	4	0	8	0	14
Task 4 - Cost of Service	2	2	0	4	0	8
Task 5 - Forecasted Cost of Service	2	4	0	8	0	14
Task 6 - Calculation of Drainage Utility Fee	2	4	0	8	0	14
Task 7 - Reporting	4	4	0	8	0	16
Task 8 - Financial Model	2	2	0	8	0	12
Labor Hours	14	20	0	44	0	78
Labor Subtotal	\$4,060	\$5,000	\$0	\$8,140	\$0	\$17,200
				Out-of-Pocket Expenses		\$0
	<b>Total Proposed Budget -Additional Services (Stormwater Fee Study)</b>					<b>\$17,200</b>
	<b>Total Proposed Budget</b>					<b>\$52,100</b>

At the City’s request, we would also welcome the opportunity to contract with the City for a multi-year period to assist in longer-term rate analysis and implementation. Should the City decide to contract for a multi-year Rate Study Update, NewGen offers the following discounted fixed fee pricing.

<i>Optional Multi-Year Fixed Fee Pricing (Includes Water, Wastewater, and Stormwater)</i>	<u><i>W/WW</i></u>	<u><i>Stormwater</i></u>	<u><i>Total</i></u>
Year 1	\$ 27,500	\$ 13,500	\$ 41,000
Year 2	12,500	6,000	18,500
Year 3	12,500	6,000	18,500
Year 4 (Optional)	13,500	6,500	20,000
Year 5 (Optional)	13,500	6,500	20,000

## **F. LEGAL ACTION**

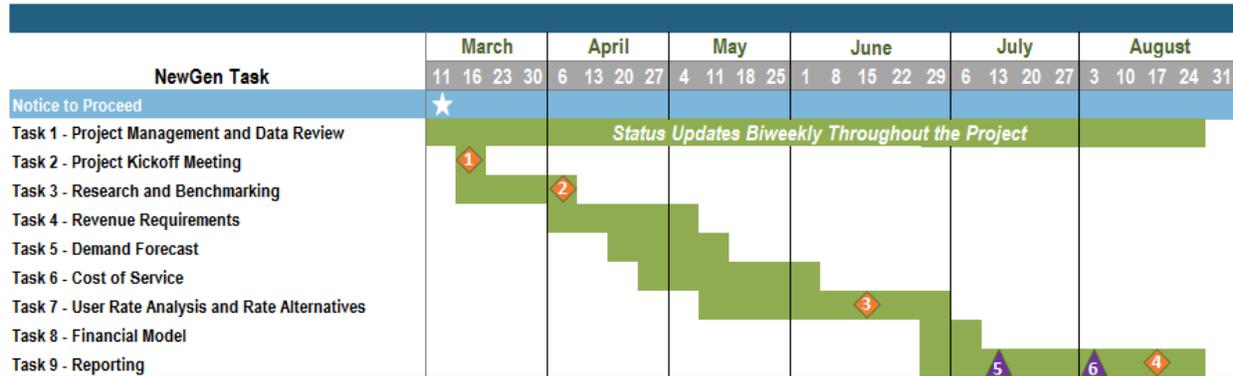
NewGen is not currently involved in any legal or disciplinary actions, nor has our Firm ever been party to any legal or disciplinary actions by any regulatory bodies or professional organizations.

## **G. CITY STAFF SUPPORT**

For this project to be successful, NewGen will need the assistance of the City Manager, the City’s Financial Department, and the department Director(s) responsible for water and wastewater operations. The bulk of staff time will be needed at the outset of the study to gather required financial and utility billing data. The staff time needed to provide the necessary City data for our analyses is highly dependent on the ease of accessing the requesting information. Where possible, NewGen will work directly with the City’s utility billing provider to extract the data necessary to complete the study. Staff time will also be needed to provide guidance throughout the course of the project. Finally, the Project Team will require policy guidance from the City Council, either directly or through staff feedback, to ensure the Project meets the overall goals and objectives of the City.

## H. SCHEDULE

Assuming a start date of March 11, 2020 and timely responses to data and information requests, a draft report will be provided by (or before) the end of June 2020. See below for estimated project schedule. Detailed descriptions of Tasks and deliverables can be found in D. Methodology.



◆ = On-Site Meetings

- 1 = On-Site Project Kick-Off Meeting
- 2 = City Staff Update and Feedback on Task 3 and Task 8 Results
- 3 = City Staff Update and Feedback on Task 6 and Task 7 Results
- 4 = City Staff Update and Feedback on Overall Results

▲ = Major Deliverables (Model and Report)

- 5 = Draft Report and Model
- 6 = Final Report and Model

## I. REFERENCES

Refer to A. Firm Profile where references are included in Project-Related Experience.

## J. INSURANCE

See Appendix C for proof of professional liability insurance.

## K. CONFLICT OF INTEREST DISCLOSURE STATEMENT

See Appendix D for Conflict of Interest Disclosure Statement.

## APPENDIX A: PROJECT TEAM RESUMES



Mr. Ekrut currently serves as a Director of NewGen Strategies and Solutions, LLC Environmental Practice. He has been in this role since September 2012. Prior to joining NewGen Strategies and Solutions, Mr. Ekrut joined J. Stowe & Co. (now NewGen) as a Senior Consultant in May 2008 and was subsequently promoted to Manager in December 2009. Prior to joining J. Stowe & Co., Mr. Ekrut was employed by R.W. Beck, Inc. as a Staff Consultant beginning in June 2005, after earning his Masters in Public Administration from the University of North Texas and graduating with honors. Prior to beginning his consulting career, Mr. Ekrut served as an intern for U.S. Congressman Larry Combest, Texas 19<sup>th</sup> District.

## EDUCATION

- Masters of Public Administration, University of North Texas
- Bachelor of Arts in Public Administration, West Texas A & M University

## PROFESSIONAL AFFILIATIONS

- American Water Works Association
- Texas Municipal Utilities Association

## EXPERIENCE

During his career, Mr. Ekrut has assisted in conducting a variety of engagements for water, wastewater, drainage, solid waste, electric, and natural gas utilities. A sampling of Mr. Ekrut's experience is included below:

- Assisted in conducting an Economic Impact and End User Impact Analysis for the Toledo Bend Water Supply Project, which proposes to supply at least 600,000 acre-feet of raw water to the DFW Metroplex.
- Assisted the City of Arlington in conducting a wholesale water sales assessment study.
- Assisted the Texas Water Development Board in conducting a Socioeconomic Analysis of Select Interbasin Transfers in Texas and developing a model to quantify the financial impact of water conservation measures.
- Assisted the North Texas Municipal Water District in analyzing rate alternatives for its Member Cities.
- Assisted in conducting Socioeconomic Analysis in support of the Region C Study Commission Report in response to SB 3, 90<sup>th</sup> Texas Legislative Session requirements.
- Assisted Dallas Water Utilities and Tarrant Regional Water District in conducting a study of the Raw Water Transmission System Integration of Lake Palestine.
- Served as the Project Controls lead for the Program Management of the Waco Metropolitan Area Regional Sewer System Treatment Plant Expansion Program.
- Conducted a top-down Water Audit and assisted in the development of a wholesale water contract for the City of Gainesville, Texas.
- Assisted the City of Terrell, Texas in conducting a top-down water audit and developing a Standardized Developer Agreement related to Water and Wastewater Infrastructure.
- Assisted the City of Denton, Texas in developing and Indirect Cost Allocation Model for general fund and internal service fund departments.

# Chris D. Ekrut

## Director, Environmental Practice

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- Assisted the City of Gunter, Texas in performing due-diligence and establishing a developer proposed Tax Increment Reinvestment Zone.
- Assisted Nueces County Water Control & Improvement District No. 4 in reviewing and negotiating a water rate methodology with the City of Corpus Christi.
- Assisted the Pittsburgh Water and Sewer Authority in reviewing the appropriateness of subsidy payments made to Pennsylvania America Water Company
- Assisted the Navajo Tribal Utilities Authority in updating and amending its water and wastewater service tariff terms and conditions
- Assisted the City of Killeen in evaluating the feasibility of establishing and setting a user fee for a Transportation Utility
- Assisted the City of New Braunfels in conducting a benchmarking study of the fees charged by its Planning and Community Development Department

### Utility Business Plans:

- City of Blue Mound, Texas
- City of Gainesville, Texas
- Town of Prosper, Texas

### Operations and Management Reviews:

- Lower Colorado River Authority's Water and Wastewater Service Unit
- Brownsville Public Utilities Board

### System Valuations:

- City of Blue Mound, Texas
- Town of Lakeside, Texas
- Mustang Special Utility District
- City of Oak Point, Texas
- City of Southmayd, Texas
- City of Tyler, Texas

### Wholesale and/or Retail Water, Reclaimed Water, Wastewater, and Drainage Cost of Service and Rate Design Studies:

- Town of Addison, Texas
- City of Aledo, Texas \*
- City of Amarillo, Texas
- City of Bellaire, Texas
- City of Bonham, Texas \*
- City of Burkburnett, Texas \*
- City of Burnet, Texas \*
- Canyon Regional Water Authority \*
- City of Cedar Park, Texas
- City of Cisco, Texas
- City of Coleman, Texas
- City of Colleyville, Texas
- Double Diamond Utilities Co. \*
- City of Farmersville, Texas \*
- City of Gainesville, Texas \*
- City of Garland, Texas \*
- City of Glenn Heights, Texas \*
- City of Graham, Texas
- City of Grapevine, Texas \*
- City of Killeen, Texas \*
- Town of Lakeside, Texas \*
- City of Lancaster, Texas \*

- City of League City, Texas
  - City of Lewisville, Texas \*
  - City of Lubbock, Texas
  - City of Mansfield, Texas \*
  - City of McGregor, Texas \*
  - City of Mexia, Texas
  - City of Murphy, Texas
  - Navajo Tribal Utility Authority
  - Nueces County Water Control and Improvement District No. 3
  - City of Paris, Texas \*
  - Pittsburgh Water and Sewer Authority
  - City of Portland, Texas
  - Possum Kingdom Water Supply Corporation
  - Town of Prosper, Texas \*
  - City of Roanoke, Texas
  - City of Seagoville, Texas \*
  - City of Terrell, Texas \*
  - Trophy Club Municipal Utility District No. 1 \*
  - City of Tyler, Texas \*
  - City of Waco, Texas \*
  - City of Weatherford, Texas \*
  - City of Willow Park, Texas \*
- \* Engaged for multiple studies

#### **Expert Witness Testimony Development and/or Litigation Support**

- SOAH Docket Nos. 582-02-1652, 582-03-1820, 582-03-1821, & 582-03-1824 – Applications of McKinney, Melissa, and Anna and North Collin Water Supply Corporation to Amend CCN Nos. 10194, 11482, 12976, 11035 and Sewer CCN No. 20898 and of the City of Melissa to Obtain a Sewer CCN in Collin County
- SOAH Docket No. 582-06-1366, Woodcreek Ratepayers Coalition Petition to Appeal the City of Woodcreek’s Decision to Establish Water and Sewer Rates Charged by Aqua Utilities
- SOAH Docket No. 582-06-2023, Application of the Town of Lindsay to Amend Water and Sewer Certificates of Convenience and Necessity Nos. 13025 and 20927
- SOAH Docket No. 582-07-2049, Petition of BHP Water Supply Corporation Appealing the Wholesale Water Rate Increase of Royse City, Texas and Request for Interim Rates
- SOAH Docket No. 582-08-1318, Application of Mustang Special Utility District to Decertify a Portion of Sewer Certificate of Convenience and Necessity No. 20867 From AquaSource Development, Inc. DBA Aqua Texas Inc., and to Amend Sewer CCN No. 20930 In Denton County, Texas
- SOAH Docket No. 582-08-0698, Application of Double Diamond Utilities Company to Change its Water Tariff
- SOAH Docket No. 582-08-1341, Application of Monarch Utilities I, L.P., to Change Water and Sewer Rates and Tariffs
- SOAH Docket No. 582-08-2580, Appeal by Midway Water Utilities, Inc. CCN No. 11571, From the Ratemaking Actions of the City of Oak Point
- SOAH Docket No. 582-09-4288, Application of Double Diamond Utilities Company, Inc. to Change its Water Tariff
- SOAH Docket No. 582-09-6112, Application of Double Diamond Utilities Company, Inc. to Change its Sewer Tariff
- SOAH Docket No. 582-12-5332, Application of Upper Trinity Regional Water District for Water Use Permit No. 5821

## Chris D. Ekrut

### Director, Environmental Practice

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- SOAH Docket No. 582-14-2854, Petition of Fort Belknap Water Supply Corporation and Graham East Water Supply Corporation to Appeal the Wholesale Water Rate increased imposed by the City of Graham
- SOAH Docket No. 473-15-037, Application of Double Diamond Utilities Co. for a Water and Sewer Rate / Tariff Change (37752-R and 37753-R)
- SOAH Docket No. 473-16-1836.WS, Ratepayers' Appeal of the Decision by Trophy Club Municipal Utility District No. 1 to Change Rates
- SOAH Docket No. 473-16-1848.WS, Application of Quadvest, LP for a Rate/Tariff Change
- SOAH Docket No. 473-16-2873.WS, Application of Monarch Utilities I, LP to Change Rates for Water and Sewer Service
- SOAH Docket No. 473-17-0067.WS, Application of Double Diamond Properties Construction Co. DBA Rock Creek for a Water Rate/Tariff Change
- Expert Assistance to Office of Public Utility Counsel (OPUC) for the following PUC Rulemaking Project Nos.
  - PUC Project No. 43871
  - PUC Project No. 43876
  - PUC Project No. 43967
  - PUC Project No. 44462
  - PUC Project No. 44706

### Solid Waste Experience

- Assisted in conducting a Municipal Solid Waste Operations Study for the City of Denton, Texas.
- Assisted in the conduct of an Alternative Feasibility Study for the City of Peoria, Arizona.
- Assisted Siemens Energy and Environmental Services in conducting a detailed Waste Shed Analysis of the Dallas-Ft. Worth Metroplex in support of a new, environmental-friendly waste processing technology.
- Assisted in conducting a Mixed Recycling Facility (MRF) Study for the North Central Texas Council of Governments.

### Electric Utility Experience

- Assisted Garland Power & Light in the conduct of an Asset Inventory and Assessment in 2006, filing their 2006 and 2006 Earnings Monitoring Report and 2014 Transmission Cost of Service Study with the Public Utility Commission of Texas.
- Assisted the City of Brenham, Texas in conducting an Electric Cost of Service and Rate Design Study and developing a Power Cost Recovery Factor (PCRF).
- Assisted Austin Energy in modifying and refining the excel-based financial forecasting model for the utility.

### Gas Utility Experience

- Assisted the City of Brenham, Texas in analyzing and amending their Gas Cost Adjustment Factor
- Provided litigation support in Texas Railroad Commission Docket No. 9670 – Petition for De Novo Review of the Reduction of the Gas Utility Rates of ATMOS Energy Corp., Mid – Tex Division.

### Franchise Fee Experience

- Assisted in conducting reviews of the franchise fee payments made by Charter Communications to the Cities of Rockwall and Denton, Texas.
- Assisted in conducting reviews of the franchise fee payments made by Oncor to a coalition of Cities within the State of Texas.
- Assisted in conducting franchise fee reviews of gas and electric providers in Fayette County, Kentucky.

### Impact Fee / Capital Recovery Experience

Mr. Ekrut has assisted in the development of Water, Wastewater, and/or Roadway Impact Fees for the following clients:

- City of Denton, Texas
- City of Flower Mound, Texas
- City of Frisco, Texas
- City of Ft. Worth, Texas
- City of Glenn Heights, Texas
- City of McKinney, Texas
- City of Mesquite, Texas
- Nueces County Water Control and Improvement District No. 4
- City of Willow Park, Texas

### Publications and Presentations

- "Allocating the Costs of Population Growth in Wholesale Water Contracts," Texas Water Law Conference, January 2007
- "Business Planning and Its Benefits to Municipal Utilities," American Water Works Association, Texas Section, 2008
- "Plan Your Work and Work Your Plan: The Benefits of Municipal Utility Business Planning," Texas Town & City, October 2009.
- "Strategies for Pricing Direct Water Reuse," Texas Water Conservation Association, March 2013.
- "Utility Management and Revenue Considerations," New and Emerging City Manager Roundtable and New and Emerging Finance Director Roundtable, North Central Texas Council of Governments, 2014, 2015, 2016.
- "Texas Water Development Board Water Conservation Best Management Practices Model: Estimating Water Conservation Savings for New Annual Reporting Requirements," Texas Water Conservation Association, March 2014
- "When in Drought! Utility Ratemaking 101," Government Finance Officers Association of Texas, April 2014
- "Aledo, Texas – How a Small City Overcame a Capital Improvement Giant," American Water Works Association, Utility Management Conference, January 2015
- "To the PUC . . . and Beyond!," Government Finance Officers Association of Texas, Pre-Conference, November 2015
- "Getting a Good Opinion, The Importance of Financial Policies and the Impact on a Utility's Credit Rating", American Water Works Association, Texas Section, April 2016
- "Legislative and Regulatory Update for Water and Wastewater Utilities," Government Finance Officers Association of Texas, Panhandle Chapter, July 2016

Matthew Garrett leads a variety of cost of service and rate design studies for engagements with water, wastewater, natural gas, and storm water utilities. He has over sixteen years of experience working with the public sector and his diverse experience enhances each project with his pragmatic management perspectives. In addition to cost of service studies, he has managed or assisted on projects focused on impact fees, valuation, feasibility analyses, process improvement, public engagement, and litigation support.

## EDUCATION

- Master of Business Administration, University of Texas at Dallas
- Bachelor of Business Administration in Management, Texas A&M University

## PROFESSIONAL REGISTRATIONS / CERTIFICATIONS

- Certified Government Finance Officer (CGFO #269), GFOAT
- Texas Certified Public Manager (CPM), Texas State University

## PROFESSIONAL AFFILIATIONS

- Texas City Managers Association (TCMA), Member, Serves on Advocacy Committee
- Government Finance Officers Association of Texas (GFOAT), Member, Serves on Ethics Committee
- Government Finance Officers Association (GFOA), Member
- International City/County Management Association (ICMA), Member

## KEY EXPERTISE

- Long-range Strategic and Financial Business Planning
- Stakeholder Education and Engagement
- Cost of Service and Rate Design
- Valuation and Litigation Support
- General Government Management
- Priority-based Budgeting

## RELEVANT EXPERIENCE

### Cost of Service and Rate Design - Water, Wastewater, and Natural Gas

Mr. Garrett leads and assists with financial evaluations for water, wastewater and natural gas utilities to safeguard their financial integrity through comprehensive cost of service analyses including wholesale services. Rates developed as a result of these engagements may equitably recover the full cost of service, including special consideration for affordability and best practice rate structures, or provide recommended rates in line with other prevailing rate-setting priorities of the governing body. He has assisted clients in the development of appropriate rates and outlining proposed terms and conditions of a potential run-of-the-river raw water lease of its permitted, but unused water rights, and reviewed wholesale cost of service and proposed rates studies. Mr. Garrett has participated in water, wastewater and/or natural gas cost of service and rate design studies for the following entities:

# Matthew Garrett

Director

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- City of Austin, Texas
- Town of Argyle, Texas
- City of Conroe, Texas
- City of Fate, Texas
- City of Forney, Texas
- City of Heath, Texas
- City of Hutto, Texas
- Lake Cities Municipal Utility Authority, Texas
- City of Lancaster, Texas
- City of Liberty Hill, Texas
- City of Lubbock, Texas
- City of Nacogdoches, Texas
- City of Red Oak, Texas
- City of Roanoke, Texas
- City of Rockport, Texas
- Trophy Club Municipal Utility District, Texas
- City of Victoria, Texas
- City of Waco, Texas
- West Wise Special Utility District, Texas
- City of Wylie, Texas

## Impact Fee Analysis

Mr. Garrett has led or assisted in impact fee analysis to assist communities in setting the most appropriate fee amounts using a more comprehensive credit calculation. The maximum fee determination method employed is developed through a financial based model, which fully recognizes the requirements of Texas Local Government Code Chapter 395, including the recognition of cash and/or debt financing, interest earnings, fund balances, and applicable credits associated with the use of ad valorem taxes or utility revenues. His clients include:

- Argyle Water Supply Corporation, Texas
- City of Austin, Texas
- City of Burnet, Texas
- City of College Station, Texas
- City of Denton, Texas
- City of Flower Mound, Texas
- City of Fort Worth, Texas
- City of Galveston, Texas
- City of Garland, Texas
- City of Mesquite, Texas
- Nueces County WCID #4, Texas
- City of Willow Park, Texas

## Valuation

Mr. Garrett assists clients with review and analysis of financial data and valuation to support appropriate compensation, acquisitions, and sales of assets or systems. He has determined appropriate compensation for the acquisition of a service area within a city's corporate limits, determined the fair value for a prospective acquisition of service area, assisted a coalition of cities with review of cable franchise fees for appropriateness and to identify any additional revenues due to the cities, assisted a utility district with the analysis of a city's offer to purchase the utility district, and assisted a utility with the sale, transfer, and merger filing with the state public utility commission. His clients include:

- Coalition of Cities, Texas Franchise Fee Review
- Double Diamond Utilities, Texas
- City of Heath, Texas
- Mustang SUD, Texas (6 PUC Dockets)
- Trophy Club Municipal Utility District No. 1, Texas
- City of Waco, Texas

## **Economic Analysis**

Mr. Garrett has provided economic impact analysis of a proposed reservoir based on a 45-year planning horizon and examined the projected economic impact of interbasin transfers of large volumes of raw water from less populated areas to more densely populated and growing communities. His economic analysis clients include:

- North Texas Municipal Water District, Texas
- Sabine River Authority, Texas

## **Litigation Support**

Mr. Garrett has provided litigation support to clients by assisting with conveyance of assets, the renewal of long-term raw water supply contracts, and decertified area valuations. His litigation support clients include:

- Sabine River Authority, Texas
- Mustang Special Utility District, Texas

## **General Fund and Other Utility Special Projects**

Mr. Garrett has assisted in analysis of General Fund and other utility special projects. Projects have included evaluation of a transportation utility fee, ambulance cost and fee review, data analysis, purchasing and work order process mapping, 10-year historical general fund expense and revenue Council presentation, indirect cost allocations, CCN amendment and PUC rate applications, TWDB SWIFT funding application, Tax proposition public education, Multi-year billing system audit, and Masterplan financial assessment. His clients include:

- City of Bonham, Texas
- City of Pittsburgh, Pennsylvania
- City of Burkburnett, Texas
- City of Roanoke, Texas
- City of Denton, Texas
- City of Terrell, Texas
- Double Diamond Utilities, Texas
- U.S. Army
- City of Forney, Texas
- City of Waco, Texas
- City of Killeen, Texas
- City of Wylie, Texas
- Lake Cities Municipal Utility Authority, Texas
- West Wise Special Utility District, Texas
- San Jacinto River Authority, Texas

## **EXPERIENCE PRIOR TO NEWGEN**

### **Town of Prosper, Texas – Finance Director**

Directed all aspects of the Town finances including budget preparation and monitoring, financial reporting, creating fiscal transparency, debt issuance, purchasing, payroll administration, utility billing, collections and cash management. Acted as investment officer for the Town and chairman of the Town Council Finance Committee. Forecast future revenues and funds needed for appropriations. Coordinated with the Prosper Economic Development Corporation on various tax abatement/incentive offerings. Assisted Town department heads with IT solutions including efficient system utilization, application software and related hardware. Directed Human Resources function.

### **Collin County, Texas – Senior Financial Analyst**

Responsible for budget preparation and review of twenty-two (22) departments with combined expenditure budgets totaling seventy-two (\$72) million dollars. Introduce and apply performance-based-budgeting techniques. Meet with

# Matthew Garrett

Director

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Department Heads and Elected Officials to discuss operational challenges and opportunities within their programs. Provide scheduled and ad hoc analysis. Coordinate the Growth and Vision Task Force. Monitor legislation.

## Collin County, Texas – Human Resources Supervisor

Manage Pay for Performance program for approximately 1,500 employee organization. Plan project schedules and implement communications strategy. Help management set organizational metrics and individual objectives. Build relationships with line management. Deploy new HR solutions, such as performance based pay and web-based timesheets. Automate and reengineer payroll and HR functions. Audit payroll system. Act as liaison between HR and IT on joint projects.

## WORKSHOPS AND PRESENTATIONS

Mr. Garrett has given presentations and participated in workshops to municipal government organizations. These activities have focused on municipal priority-based budgeting and utility ratemaking. Host organizations and the topics Mr. Garrett presented are displayed below.

### Government Finance Officer Association of Texas

- *Ante Up: Rational Budget Reductions When You Are Short on Chips*  
Spring 2009
- *When in Drought! Utility Rate Making Part 1 – Revenue Requirements and Cost of Service*  
Spring 2014
- *When in Drought! Utility Rate Making Part 2 – Rate Structure and Design*  
Spring 2014
- *Utility Rate Making & Customer Service Two-Day Pre-Conference*  
Spring 2015

### North Central Texas Council of Governments

- *New and Emerging City Managers - Utility Management and Revenue Considerations*  
2014, 2016
- *New and Emerging Finance Directors Utility Management and Revenue Considerations*  
2015, 2016, 2017

Kimberly Bostik assists in conducting a variety of engagements for water, wastewater, and electric utilities. Prior to joining NewGen, Ms. Bostik was employed by R.W. Beck, Inc. as a Senior Consultant in the Water and Wastewater industries. Ms. Bostik began her career as a Risk Accountant and worked as a Supervisor of Trading & Risk Services at Duke Energy Trading & Marketing in Houston, Texas. Ms. Bostik also contracted for Energy Future Holdings, serving as a risk analyst on the power trading desk.

## EDUCATION

- Bachelor of Business Administration in Accounting, Texas A&M University

## RELEVANT EXPERIENCE

### Cost of Service and Rate Design – Water and Wastewater

Ms. Bostik assists in conducting wholesale and retail cost of service and rate design studies for water and wastewater utilities to help them understand the operational and financial impacts of their residential and commercial services. Her wholesale and retail water and wastewater cost of service and rate design clients include, but are not limited to:

- City of Garland, Texas
- City of McGregor, Texas
- City of Celina, Texas
- City of Burkburnett, Texas
- City of Tyler, Texas
- City of Paris, Texas
- City of Waco, Texas
- City of Fort Worth, Texas
- City of Aledo, Texas
- City of Mansfield, Texas
- City of Portland, Texas
- City of Weatherford, Texas
- City of Willow Park, Texas
- Argyle Water Supply Corporation, Texas
- Town of Prosper, Texas
- City of Murphy, Texas
- City of Lewisville, Texas
- City of Lampasas, Texas
- City of League City, Texas
- City of Lancaster, Texas
- City of Bonham, Texas
- City of Stamford, Texas
- Nueces County WCID #4, Texas
- City of Spearman, Texas
- West Wise Special Utility District, Texas
- OK Foods, Oklahoma

### Cost of Service and Rate Design – Electric

Ms. Bostik assisted in updating an electric utility rate model. Her projects include:

- Garland Power & Light, Texas

# Kimberly Bostik

Senior Consultant

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## Financial Modeling

Ms. Bostik created a Microsoft Excel model for a client that combined the construction costs and schedule of an \$800 million flood control and economic development project. The model addressed cash flow, funding allocations, and cost sharing between local, state, and federal agencies for a 20 year period. Ms. Bostik's projects include:

- Trinity River Vision Authority

## Procurement Support

Kim Bostik assisted a client in the procurement process for Advanced Metering Infrastructure. Her clients include:

- City of Arlington, Texas

## Service Area Valuation

Ms. Bostik supported a client in determining valuation for a Certificate of Convenience and Necessity (CCN) for the following entity:

- Jarrell-Schwertner Water Supply Corporation, Texas

## Litigation Support

Ms. Bostik analyzed alternative rate structures for litigation support in a bankruptcy filing. Her clients include:

- Bond insurers for the Jefferson County, Alabama bankruptcy filing

## Impact Fees

Ms. Bostik assisted a client in determining Roadway Impact Fees. Her clients include:

- City of McKinney, Texas

## Ambulance Fee Study

Ms. Bostik assisted a client in determining if subsidies received from the County were sufficient to cover the cost of ambulance services. Ms. Bostik's Ambulance Fee study clients include:

- City of Bonham, Texas

## Water Rate Filing

Assisted clients in filing for a rate increase with the Texas Public Utility Commission. Ms. Bostik's water rate filing clients include:

- Double Diamond Properties Construction, Texas
- Custom Water Company LLC, Texas

Michael Sommerdorf has been providing financial and strategic advisory for primarily environmental utility clients since 2016. Michael leads the continuous improvement of NewGen’s modeling capabilities for the Environmental practice including enhancements to interactive dashboards, user interfaces, and AMI data analyses. Michael earned his undergraduate in Accounting from St. Edward’s University, and holds a Master of Science in Business Analytics from the University of Texas at Dallas.

## EDUCATION

- Master of Science in Business Analytics – University of Texas at Dallas
- Bachelor of Business Administration in Accounting – St. Edward’s University

## KEY EXPERTISE

- Financial Modeling
- Financial Analysis
- Cost of Service
- Rate Design and Strategy
- Litigation Support
- Load Forecasting
- Data Mining
- Market Research
- AMI Data Analysis

## RELEVANT EXPERIENCE

### Cost of Service and Rate Design –

### Electric, Stormwater, Solid Waste, Water, and Wastewater

Mr. Sommerdorf performs cost of service and rate design studies for wholesale and retail electric, solid waste, stormwater, water, reclaimed water, and wastewater utilities to assist clients in understanding the financial and operational impacts of their service offerings. Rates developed as a result of these studies are intended to fully recover operational costs. His clients include:

- City of Blue Mound, Texas
- City of Bonham, Texas
- City of Brenham, Texas (Stormwater, Water, Wastewater)
- City of Burkburnett, Texas
- City of Burnet, Texas (Electric)
- City of Colleyville, Texas
- City of Conroe, Texas
- Custom Water Company
- City of Denton, Texas
- City of Mart, Texas
- City of McGregor, Texas
- City of Mineral Wells, Texas
- Mid-South Synergy
- City of Mineral Wells, Texas
- North Texas Municipal Water District (Solid Waste, Water, Wastewater)
- City of Odessa, Texas
- City of Paris, Texas
- Rayburn Country MUD

# Michael Sommerdorf

## Senior Consultant

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- Double Diamond Utilities, Texas
- City of Fate, Texas
- City of Frisco, Texas
- City of Garland, Texas
- City of Georgetown, Texas
- City of Grapevine, Texas
- City of Killeen, Texas (Stormwater)
- City of Kerrville, Texas (Water, Wastewater, Stormwater)
- City of Kilgore, Texas
- City of Hutto, Texas
- City of Lampasas, Texas (Electric, Water, Wastewater)
- City of Liberty, Texas (Electric)
- City of Lubbock, Texas
- City of Mansfield, Texas (Stormwater)
- Marilee SUD
- Riverbend Water Resources District
- City of Rockport, Texas
- City of Robinson, Texas
- Sabine River Authority, Texas
- City of Sanger, Texas (Electric, Water, Wastewater)
- City of Spearman, Texas
- City of Terrell, Texas
- Trophy Club MUD
- City of Tyler, Texas
- United States Army (Electric)
- Upper Trinity River Water District
- City of Waco, Texas
- West Wise SUD
- City of Willow Park, Texas
- City of Wylie, Texas

## Indirect Cost Allocation – Water and Wastewater

Mr. Sommerdorf creates indirect cost allocation models for water and wastewater utilities that provide a detailed allocation of centralized costs as well as cross departmental costs so that fees and rates charged for city services are reflective of fully loaded costs. His clients include:

- North Texas Municipal Water District
- City of Wylie, Texas
- City of Frisco, Texas

## Experience Prior to NewGen – ERCOT

During his time at ERCOT, Mr. Sommerdorf performed the following services:

- Designed a fully-automated database that provides managers with reliable position data, reporting and history while improving previous manual retention and reporting processes by 95%.
- Created and improved financial reports and dashboards using Business Intelligence tools.
- Prepared detailed variance analyses of budget to actual trends, including revenue and cost analysis and budget forecasts.

Megan Kirkland provides financial modeling, large data manipulation, and financial analysis for a variety of industries. She joined NewGen Strategies and Solutions, LLC as a Staff Consultant in 2018 shortly after attaining a Bachelor of Science in Petroleum Engineering with a Minor in Business Administration. Prior to joining the firm, Ms. Kirkland held positions as an accounting contractor at Robert Half and as a financial/accounting contractor at Freeway Properties.

## EDUCATION

- Bachelor of Science in Petroleum Engineering – Texas A&M University

## KEY EXPERTISE

- Financial Modeling
- Financial Analysis
- Data Mining
- Market Research

## RELEVANT EXPERIENCE

### Cost of Service and Rate Design – Electric, Water, and Wastewater

Ms. Kirkland performs cost of service and rate design studies for electric, wholesale and retail water, reclaimed water, wastewater, and drainage utilities to assist clients in understanding the financial and operational impacts of their service offerings. Rates developed as a result of these studies are intended to fully recover operational costs. Her clients include:

- BASF Corporation
- City of Killeen, Texas (Drainage)
- City of Burkburnett, Texas
- City of Lubbock, Texas
- Double Diamond Utilities, Texas
- Mustang Special Utility District
- ECUD
- North Collins Special Utility District
- City of Fate, Texas
- Office of Public Utility Council
- City of Garland, Texas
- City of Rockport, Texas
- City of Georgetown, Texas
- City of Waco, Texas
- Kimley-Horn Frisco Impact Fees

### Experience Prior to NewGen – Robert Half

During her time at Robert Half, Ms. Kirkland performed the following services:

- Reviewed payees and coding while preparing 1099s at an oil and gas company.
- Assisted in reviewing invoices and maintaining monthly employee expense reports.

## APPENDIX B: STORMWATER FEE STUDY OPTIONAL PROPOSAL



## STORMWATER FEE STUDY OPTIONAL PROPOSAL

As requested by the City, the following provides the Project Team’s proposal for the optional Stormwater Fee Study.

### Project-Related Experience

The professionals at NewGen have worked hard over the years to attract and maintain a diversified staff of professionals with exceptional skills, dedication, and talent. We have built our reputation by providing clients with solutions that are based on sound principles, economic feasibility, and innovative thinking without losing sight of budget and schedule considerations and constraints. We are proud of the long-standing relationships that we have developed with our clients.

We have included a small sample of projects along with client contact information below. We encourage the City to contact these references to hear first-hand about NewGen’s quality of work and responsiveness.

#### City of Blue Mound, TX — Stormwater Utility Fee Study and Amendment

**PROJECT TEAM MEMBERS:** Chris Ekrut

**REFERENCE:** Dee Brewer | (817) 306-4540 | [dbrewer@bluemoundtexas.us](mailto:dbrewer@bluemoundtexas.us)

In 2018, the City of Blue Mound (Blue Mound) engaged NewGen in conjunction with Halff Associates to review Blue Mound’s stormwater utility charges specific to non-residential properties and develop appropriate charges based on impervious surface area. As part of the engagement, the NewGen and Halff team determined impervious surface area by parcel, correlated the impervious surface area to utility billing accounts, and developed new stormwater utility charges to facilitate the funding of needed capital improvements on Blue Mound’s stormwater system.

#### City of Bonham, TX — Transportation and Stormwater Utility Fee Study and Establishment

**PROJECT TEAM MEMBERS:** Chris Ekrut

**REFERENCE:** Sean Pate, City Manager | (903) 583-7555 x111 | [spate@cityofbonham.org](mailto:spate@cityofbonham.org)

Faced with ever increasing fiscal demands on ad valorem and sales tax revenues, the City of Bonham, Texas (Bonham) engaged NewGen to assist in conducting a review of potential fees that could be charged specific to the maintenance and capital upkeep of Bonham’s Transportation and Stormwater infrastructure. As part of the Study, the Project Team was responsible for establishing maximum accessible fee under current statute, with particular emphasis on establishing the “rational nexus” between the fee to be charged and the ultimate benefit received from the infrastructure to customer types and specific land parcels. In addition, the Project Team affirmed that the recommended fees could be implemented through Bonham’s recently selected utility billing system, and was responsible for assisting Bonham in tying the charges chosen by council back to the utility billing dataset so that the charges can be implemented.

This study commenced in February 2018. At this time, NewGen’s analysis of the maximum accessible fee is complete. However, implementation of the Stormwater and Transportation Fees has been placed on hold pending full implementation of the City’s new utility billing system.

### **City of Killeen, TX — Utility Financial Consulting Services**

**PROJECT TEAM MEMBERS:** Chris Ekrot

**REFERENCE:** Kristina Ramirez, Director of Environmental Services | (254) 501-7627 | [kramirez@killeentexas.gov](mailto:kramirez@killeentexas.gov)

NewGen, as a subcontractor to CP&Y, (Project Team) was engaged by the City of Killeen (Killeen) to assist in the development of a new financial forecasting and cost of service/rate model for Killeen’s Water, Wastewater, and Stormwater Utilities. Killeen is home to Ft. Hood, one of the largest United States Military installations in the World. Given this distinction, Killeen’s utilities are faced with a unique set of circumstances with regards to utility billing and, specifically, the impact of a transient, unstable population. Outside of the impact Ft. Hood has on the local community, Killeen is also growing at a significant rate, placing significant strain on the utilities’ current infrastructure and forcing Killeen to proactively examine its plans for funding near and long-term capital improvements. Specifically, Killeen is currently attempting to evaluate the most cost-effective water supply options to meet the current and future growth in water demand.

To assist in its planning efforts, Killeen requested the Project Team develop a user-friendly, Excel-based tool to assist in evaluating not only the time, but also the funding mechanisms to use for future capital projects and the impact this funding plan will have on Killeen’s customers. The tools in use by Killeen prior to this engagement were overly complex and difficult for staff to conduct the necessary “what-if” scenarios needed by decision makers to ensure Killeen undertakes needed improvements in a cost effective way while minimizing or mitigating the overall impact on customers. The tools provided to Killeen as part of this project allow Killeen to evaluate changes in operating and capital costs, customer and volume growth or decline, debt service structure, source costs, inflation, capital project financing, and funding sources that determine the impact these variables have on the average monthly bill of Killeen’s customers.

Specifically for Killeen’s stormwater utility, the model provided also evaluated the equity in charges between and within Killeen’s Stormwater Utility Customer Classes. Killeen currently charges its Commercial customers rates based on an 8-tier system of various impervious surface area sizing designations. In some cases, these size ranges were extreme, leading to subsidization within the Commercial customer class. Utilizing user-defined assumptions, the Model provided to Killeen performs a high-level realignment of Killeen’s stormwater utility fees to assist in evaluating the current inequities in the fee structure, allowing Killeen to evaluate the monthly bill impact of moving towards a per equivalent residential unit fee applied to each commercial customer’s specific impervious surface area.

In 2018, the Project Team was again retained as a subconsultant to CP&Y to assist Killeen in converting its commercial customers to a charge based on actual impervious area. As part of the work, the Project Team updated the previously prepared stormwater utility model and tied the impervious area by land parcel back to Killeen’s utility billing accounts within its customer database.

### **City of Roanoke, TX — Stormwater Utility Establishment and Fee Development**

**PROJECT TEAM MEMBERS:** Chris Ekrot, Matthew Garrett

**REFERENCE:** Vicki Rodriguez, Finance Director | (917) 491-2411 | [vrodriquez@roanoketexas.com](mailto:vrodriquez@roanoketexas.com)

In 2014, NewGen Strategies and Solutions was engaged by CP&Y Inc. (Project Team) to develop the cost of providing Storm Water Stormwater service for the City of Roanoke (Roanoke). The Project Team met with and interviewed key operational personnel involved or overseeing MS4 related activities. The range of related activity costing reviewed included, but was not limited to, MS4 permitted activities over a five-year horizon. Actual and budgetary financial, current and prospective stormwater operations, and capital

improvement funding were primary inputs into the calculation of the Stormwater Utility's funding requirements.

As part of the Study, the Project Team provided guidance to Roanoke in the compilation of the billing data needed to calculate the initial Stormwater Fee. NewGen utilized the billing data selected to develop the initial Stormwater Utility fee recommendations for a few alternative scenarios. The Project Team prepared and presented its finding and recommendations to the City Council for final consideration.

### **City of Terrell, TX — Stormwater Utility Billing Database Review**

**PROJECT TEAM MEMBERS:** Chris Ekrut

**REFERENCE:** John Rounsavall, City Secretary and Finance Director | (972) 551-6600 | [jrounsavall@cityofterrell.org](mailto:jrounsavall@cityofterrell.org)

In 2015, NewGen was retained by the City of Terrell (Terrell) to review and amend their stormwater utility billing database in light of recent court decisions. Specifically, NewGen reviewed the assignment of equivalent residential units to multi-family customers and ensured that the basis on which the stormwater fee is billed is in compliance with current legal interpretation. At the close of the project, NewGen provided Terrell with a restructured billing database for incorporation in its utility billing system and provided quality assurance/quality control review of customer charges produced by the system following incorporation of the restructured database.

### **City of Mansfield, TX — Stormwater Utility Billing Database Review**

**PROJECT TEAM MEMBERS:** Chris Ekrut, Michael Sommerdorf

**REFERENCE:** Howard Redfearn, Environmental Manager | (817) 276-4240 | [howard.redfearn@mansfield-tx.gov](mailto:howard.redfearn@mansfield-tx.gov)

The City of Mansfield (Mansfield) engaged members of NewGen to develop an electronic, Excel-based model for the management and analysis of Mansfield's current Stormwater Utility Charges. The firm prepared a 10-year financial model which allowed Mansfield to evaluate various rate and financing strategies that would meet the overall utilities' objectives. The financial planning model allowed Mansfield to run various scenarios considering changes in rate levels, debt financing, new program O&M, and variations in their projected capital improvement plan. Additionally, the financial planning tool included a budget tracker that allowed Mansfield to compare monthly actual expenditures to annual budgeted expenditures on a line-item basis, a raw data drop for budget and billing data that auto-populates the remainder of the model, and a visual, infographic dashboard of key performance metrics as well as built-in user instructions.

## **PROJECT UNDERSTANDING**

Based on the City's Request for Proposal, it is NewGen's understanding that the City desires a qualified consultant to perform a comprehensive stormwater fee study to determine the most appropriate fee structure for the City's stormwater customers. Specifically, the City is interested in the consultant performing the following:

- Determine the overall adequacy of current fees, and provide recommendations on a going-forward basis specific to appropriate fee levels;
- In evaluating the adequacy of overall fee levels, determine the City's cost associated with meeting regulatory compliant requirements, needed infrastructure improvements, as well as ongoing operational and maintenance needs;
- Incorporate into the cost evaluation and fee determination the impact of the City's comprehensive stormwater assessment which is currently on-going.

Based on our understanding of the City’s goals and objectives for this project, we have developed the following Work Plan to assist the City in achieving these goals and objectives.

## **METHODOLOGY**

In an effort to conduct these optional services in the most cost-effective manner possible, the Project Team will conduct meetings regarding the Stormwater Fee simultaneously with the Water and Wastewater Rate Study. Additionally, Tasks 1 and 2 as outlined within the Water and Wastewater Rate Study Scope will also be completed for the Stormwater Fee Study. However, in the interest of preparing this proposal in the most efficient manner possible, they are only incorporated here by reference and the scoping language has not been duplicated.

To the extent the City desires for services associated with the Stormwater Fee Study to be conducted separately from the Water and Wastewater Rate Study, NewGen reserves the right to amend our proposed pricing contained herein.

### **Task 3 – Billing Determinants Analysis**

Following completion of the Initial Data Request and Review (Task 1) and the Project Kick-off Meeting (Task 2), the Project Team will also review available data from the City and discuss with City personnel what data may be available on which to base Stormwater Utility charges. Such data may include, but not be limited to, available GIS data and/or utility billing system data. After review, the Project Team will discuss with City staff any recommended changes as to the basis on which Stormwater Utility Fees are charged.

### **Task 4 – Cost of Service Analysis**

In Task 3, the Project Team will work to develop the cost of service for the Stormwater Utility. As defined in Section 552.044 of the Local Government Code, the cost of service will include the following, as applicable:

- Cost of land acquisition;
- Capital cost of stormwater facilities;
- Professional services fees including, but not limited to, architectural, engineering, planning financial, and/or legal services;
- Operations and maintenance (“O&M”) and major repair and replacement expenses associated with stormwater facilities;
- Cost of rolling stock and other machinery and equipment;
- Interest and issuance costs associated with financing;
- Amortization of non-recurring costs (e.g., start-up costs, etc.); and/or
- Direct and indirect administrative cost including, but not limited to, support services costs (e.g., utility billing, etc.)

In developing the Cost of Service, the Project Team will consider all of the data collected in Task 1 as well as any Capital Improvement planning applicable to stormwater service provided by the City.

### **Task 5 – Forecasted Cost of Service Analysis**

After completion of the test year Cost of Service analysis; the Project Team will forecast the cost of service analysis for a five (5) year period. This forecast will include, but is not limited to, the following variables:

- Variations in number of customers and/or billing units;
- Discretionary customer exemptions;
- Population growth rates;
- Inflation and O&M cost escalation factors;
- Timing and sequencing of stormwater capital improvements;
- CIP Program Funding – cash and/or debt financing;
- Debt issuance assumptions (e.g., term, rate, coverage requirements, etc.); and,
- General and/or other fund transfer and/or contributions to reserves.

#### *Task 5 Deliverables*

- 5-year projection of Stormwater Cost of Service Requirements

### **Task 6 – Calculation of Stormwater Utility Fee**

After developing the forecasted Cost of Service, the Project Team will utilize the billing data developed in Task 3 to calculate the updated Stormwater Utility fee. To the extent that the billing basis lends itself to alternative fee development, the Project Team will consider alternatives rates both within and between classes as well as the impact of potential discretionary exemptions from the fee. The pros and cons of potential fee options and exemptions will be discussed in detail with City staff prior to the initiation of this task. Please note that the proposed pricing for this task includes the development of up to three (3) different fee alternatives and/or the examination of alternative discretionary exemptions.

#### *Task 6 Deliverables*

- 5-year projection of requirement Stormwater Fees

### **Task 7 – Regional Comparison of Stormwater Utility Fees**

Once the initial Stormwater Utility Fee has been developed, the Project Team will prepare a comparison of the City’s proposed stormwater utility fee to other municipalities in the geographical area. In doing so, the Project Team will work with the City to identify specific entities which the City desires to be included in the analysis.

#### *Task 7 Deliverables*

- Regional Comparison of Stormwater Utility Fees

### **Task 8 – Reporting**

NewGen will document all work performed in a concise narrative report. A draft of the report will be provided to City staff for review and comment. NewGen will incorporate modifications to the report suggested by City staff, where appropriate, into a final report. A PowerPoint presentation will also be developed and presented by NewGen to City Council.

#### *Task 8 Deliverables*

- Draft Letter Report
- PowerPoint presentation
- Final Letter Report
- Presentation of results

### **Task 9 – Model Finalization and Staff Training Session**

The development of the Stormwater Utility Fee model will occur throughout the course of the project. Similar to the water and wastewater rate model, our Project Team will develop an easy-to-use dynamic and interactive financial model in Microsoft Excel for the City’s future use. The model will produce a series of interactive schedules, each of which will address a principal topic (e.g., O&M costs, debt service, changes in billed units and exemptions, cost of service, etc.). Built into the model is a series of summary-level graphics that can be used as stand-alone charts (e.g., average fee by year, total outstanding debt by year, cash balance by year, projected fee increases by year, etc.). NewGen will also provide training in how to use and maintain the model. The model, combined with training, will enable City staff to readily and easily adjust expenses, revenues, debt financing, capital projects, rates and other financial assumptions, over a multi-year period as circumstances change.

#### ***Task 9 Deliverables***

- Excel-based model to enable review/revision of future fees

### **E. COST PROPOSAL**

Outlined below is our Team’s proposed not-to-exceed fee to complete the proposed engagement. We propose that the project will be billed using standard billing rates listed in the table below with a not-to-exceed total project fee. Fees for services under this project will be based on actual hours of services furnished multiplied by NewGen’s billing rates.

We desire to establish a long-term working relationship with the City, and as part of this commitment, we agree to not pass-through any out-of-pocket expenses associated with this engagement. Further, NewGen recognizes that there are distinct resource limitations for our clients. Should our proposed scope and associated fee exceed the City’s available resources, we would welcome the opportunity to discuss our proposed scope and determine if adjustments could be made to better align the proposed services with the City’s goals, objectives, and available financial resources.

### **Not-to-Exceed Project Budget**

A detailed not-to-exceed budget broken down by task, personnel, and hours is provided on the following page. To provide the City with a greater understanding of total potential costs, the total budget includes the main Water and Wastewater Study pricing.

**CITY OF BEDFORD, TX**  
**UTILITY RATE STUDY SERVICES – STORMWATER FEE**  
**RFP 2020-01**

Personnel	Chris Ekrut <i>Project Manager</i>	Matthew Garrett <i>Asst Project Manager</i>	Ktm Bostik <i>Financial Analyst</i>	Michael Sommerdorf <i>Financial Analyst</i>	Megan Kirkland <i>Financial Analyst</i>	Total Hours by Phase
	<b>\$290</b>	<b>\$250</b>	<b>\$185</b>	<b>\$185</b>	<b>\$145</b>	
<b>NewGen Task</b>						
<b>UTILITY RATE STUDY (WATER AND WASTEWATER)</b>						
Task 1 - Project Management and Data Review	4	4	0	0	8	16
Task 2 - Project Kickoff Meeting	2	2	0	0	2	6
Task 3 - Benchmarking	2	4	2	0	4	12
Task 4 - Revenue Requirements	2	4	2	0	8	16
Task 5 - Demand Forecast	2	4	4	0	12	22
Task 6 - Cost of Service	4	8	4	0	12	28
Task 7 - User Rate Analysis and Rate Alternatives	2	8	4	0	14	28
Task 8 - Financial Model	2	2	0	8	4	16
Task 9 - Reporting	8	4	4	0	16	32
<b>Labor Hours</b>	<b>28</b>	<b>40</b>	<b>20</b>	<b>8</b>	<b>80</b>	<b>176</b>
<b>Labor Subtotal</b>	<b>\$8,120</b>	<b>\$10,000</b>	<b>\$3,700</b>	<b>\$1,480</b>	<b>\$11,600</b>	<b>\$34,900</b>
				<b>Out-of-Pocket Expenses</b>		<b>\$0</b>
<b>Total Proposed Budget Utility Rate Study (Water and Wastewater)</b>						<b>\$34,900</b>
<b>ADDITIONAL SERVICES (STORMWATER FEE STUDY)</b>						
Task 3 - Billing Determinants	2	4	0	8	0	14
Task 4 - Cost of Service	2	2	0	4	0	8
Task 5 - Forecasted Cost of Service	2	4	0	8	0	14
Task 6 - Calculation of Drainage Utility Fee	2	4	0	8	0	14
Task 7 - Reporting	4	4	0	8	0	16
Task 8 - Financial Model	2	2	0	8	0	12
<b>Labor Hours</b>	<b>14</b>	<b>20</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>78</b>
<b>Labor Subtotal</b>	<b>\$4,060</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$8,140</b>	<b>\$0</b>	<b>\$17,200</b>
				<b>Out-of-Pocket Expenses</b>		<b>\$0</b>
<b>Total Proposed Budget -Additional Services (Stormwater Fee Study)</b>						<b>\$17,200</b>
<b>Total Proposed Budget</b>						<b>\$52,100</b>

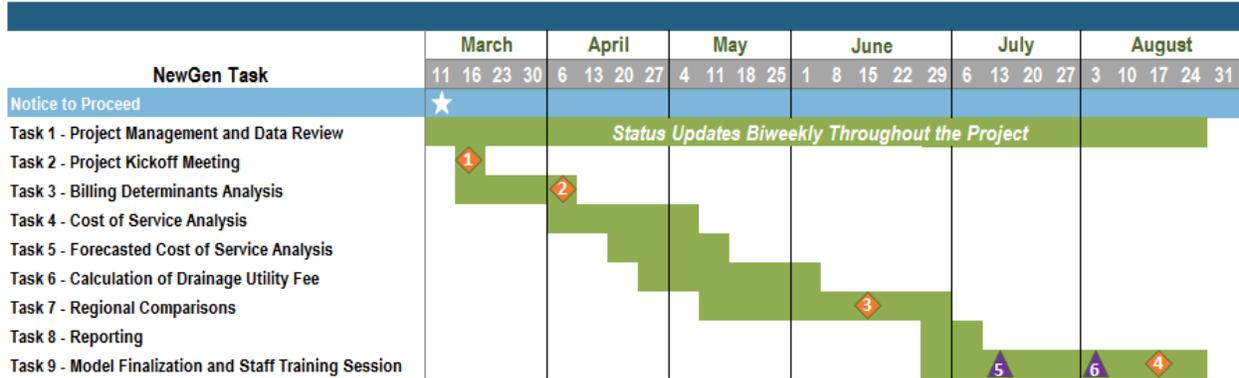
At the City’s request, we would also welcome the opportunity to contract with the City for a multi-year period to assist in longer-term rate analysis and implementation. Should the City decide to contract for a multi-year Rate Study Update, NewGen offers the following discounted fixed fee pricing.

<b>Optional Multi-Year Fixed Fee Pricing</b> <i>(Includes Water, Wastewater, and Stormwater)</i>	<b><u>W/WW</u></b>	<b><u>Stormwater</u></b>	<b><u>Total</u></b>
Year 1	\$ 27,500	\$ 13,500	\$ 41,000
Year 2	12,500	6,000	18,500
Year 3	12,500	6,000	18,500
Year 4 (Optional)	13,500	6,500	20,000
Year 5 (Optional)	13,500	6,500	20,000

**CITY OF BEDFORD, TX**  
**UTILITY RATE STUDY SERVICES — STORMWATER FEE**  
**RFP 2020-01**

**SCHEDULE**

Assuming a start date of March 11, 2020 and timely responses to data and information requests, a draft report will be provided by (or before) the end of June 2020. See below for estimated project schedule. Detailed descriptions of Tasks and deliverables can be found in the Methodology section above.



- ◆ = On-Site Meetings
- 1 = On-Site Project Kick-Off Meeting
- 2 = City Staff Update and Feedback on Task 3 and Task 8 Results
- 3 = City Staff Update and Feedback on Task 6 and Task 7 Results
- 4 = City Staff Update and Feedback on Overall Results
- ▲ = Major Deliverables (Model and Report)
- 5 = Draft Report and Model
- 6 = Final Report and Model

APPENDIX C: PROOF OF PROFESSIONAL LIABILITY INSURANCE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/29/2019

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

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

<b>PRODUCER</b> Trimountain Corporation 8301 East Prentice Avenue Suite 215 Greenwood Village CO 80111		<b>CONTACT NAME:</b> John Davidson <b>PHONE (A/C, No, Ext):</b> (720)708-4155 <b>E-MAIL ADDRESS:</b> john@trimountaincorp.com <b>FAX (A/C, No):</b> (720)708-4387	
<b>INSURED</b> NewGen Strategies & Solutions, LLC 225 Union Blvd, #305 Lakewood CO 80228		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Travelers Indemnity Company NAIC # 25658 <b>INSURER B:</b> Travelers Casualty Insurance Company of America 19046 <b>INSURER C:</b> Philadelphia Indemnity Insurance Company 18058 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## Master only.

### COVERAGES

CERTIFICATE NUMBER: CL198291655 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-6J985928	09/01/2019	09/01/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Benefits	\$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680-6J985928	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP 7J776575	09/01/2019	09/01/2020	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-6J985652	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability (E&O)			PHSD1476432	09/01/2019	09/01/2020	Per Claim Limit	\$3,000,000
							Aggregate Limit	\$3,000,000

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

Policies include a blanket additional insured endorsement for certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status, for the general liability, auto, and umbrella policies. The general liability policy is primary and non-contributory, if required by contract.

The general liability, auto liability & worker's compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

### CERTIFICATE HOLDER

### CANCELLATION

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

AGENCY CUSTOMER ID: 00013688

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Trimountain Corporation		NAMED INSURED NewGen Strategies & Solutions, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance

The general liability, auto, and umbrella policies include a notice of cancellation to the certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium for which 10 days notice is given.

**Master only.**

**Not valid without Certificate  
Holder information.**

APPENDIX D: CIQ FORM



# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

NewGen Strategies and Solutions, LLC

**2 Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

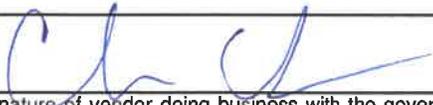
Yes       No

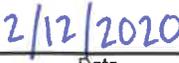
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

**7**   
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

  
\_\_\_\_\_  
Date